



OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION
 Child Nutrition Services
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AGREEMENT NUMBER

**Child and Adult Care Food Program
 FOOD SERVICE AGREEMENT FOR VENDORS**

This agreement is entered into between the (institution name) _____ and (vendor) _____ for the purpose of providing meals for children enrolled in the institution's Child and Adult Care Food Program (CACFP). This agreement provides the minimum obligations and responsibilities of the parties to this agreement. The parties below will be referred to throughout this agreement as the institution and the vendor.

Institution: Name
 Street Address
 City, State, Zip Code
 Responsible Person
 Phone Number

Vendor: Name
 Street Address
 City, State, Zip Code
 Responsible Person
 Phone Number

This agreement covers the period beginning _____, 2007, and ending September 30, 2008, (not to exceed one year).

I. The vendor will:

A. Prepare and deliver meals as indicated below to: * _____
 (name of site)

*If more than one site, please attach list.

<u>Meal</u>	<u>Please Circle</u>	<u>Time</u>	<u>Number</u>	<u>Cost</u>
Breakfast	M T W Th F	_____	_____	@ _____ each
A.M. Snack	M T W Th F	_____	_____	@ _____ each
Lunch	M T W Th F	_____	_____	@ _____ each
P.M. Snack	M T W Th F	_____	_____	@ _____ each
Dinner	M T W Th F	_____	_____	@ _____ each
Late Snack	M T W Th F	_____	_____	@ _____ each

1. Include/not include milk with meals (circle choice).
2. Include/not include eating utensils, straws, and napkins (circle choice).

3. Provide sack lunches which meet federal regulation 7 CFR 226.20 requirements for field trips when requested by the institution five days in advance of the trip.
4. Prepare and deliver bulk meals instead of unitized?
 Yes No Cost? _____
5. Provide the institution with a monthly menu one week prior to the beginning of the month.
6. Allow menus and meal count adjustments _____ hours/_____ days prior to meal(s) preparation and delivery.
7. Present the institution with an itemized invoice within ten working days following the end of the month for the previous month's deliveries.
8. Pick up, if utilized, food transport carts from the previous day's delivery at the time of the current day's delivery.

B. Meet all sanitation and health standards to ensure:

1. That appropriate health certifications are available for meal preparation facility(ies).
2. That foods are kept at the proper temperatures and under sanitary conditions until the time of delivery.

C. Assume liability for any spoiled or unwholesome meals found at the time of delivery or that do not meet meal pattern requirements.

D. Comply with applicable record keeping requirements and procedures to include the following:

1. Retain required records for a period of three years after the end of the fiscal year to which they pertain (or longer, if an audit is in progress).
2. That foods are kept at the proper temperatures and under sanitary conditions until the time of delivery.
3. Maintain full and accurate records which document: (1) the menus and list nutritional components and quantities used to prepare meals; and (2) the number of meals delivered on a daily basis to the sponsor.

E. The vendor will not subcontract for the total meal, with or without milk, or for the assembly of the meal per 7 CFR 226.21(e).

F. The vendor shall operate in accordance with current program regulations per 7 CFR 226.6(i)(6).

II. The institution will:

A. Meet all meal requirements as specified by USDA for the CACFP regulations as contained in federal regulation 7 CFR 226.20.

1. Provide a cycle (or) monthly menu and agree upon limitations and changes at specified times.
2. Inform the vendor at a specified time each day of the number of meals by type required (see I.A. and I.A.5).

- B. Provide a list of approved site(s) and their locations to the vendor.
 - 1. Provide a person at the location of delivery to receive, sign for, and verify safe temperature and sanitary condition of meals at the specified time and to accept only those meals that meet the requirements of federal regulation 7 CFR 226.20.
 - 2. Provide staff to serve meals and clean the serving area.
- C. Notify vendor five days in advance when meals will not be needed for various reasons, i.e., holidays, field trips, emergencies, etc.
- D. Issue payment for meals received within ten days following receipt of billing.
 - 1. Do not reimburse for meals delivered when adjustment request, particularly downward, was not honored or when meals were delivered spoiled or unwholesome or do not meet meal pattern requirements.
 - 2. Do not reimburse for meals delivered outside of the agreed upon delivery time as identified in paragraph I.A.
- E. Maintain all records justifying the number of meals received and served, by appropriate eligibility categories, for review by state and/or federal personnel. This includes records of amount of food prepared and count of meals supplied.
- F. Be able to amend any portion of this agreement in writing after approval by the state agency.
- G. The institution will remain responsible for ensuring that the food service operation conforms to its agreement with the State agency per 7 CFR 226.21(a).

All efforts will be made to resolve any disputes as they arise. If these efforts are not successful, this agreement may be terminated by written notification given by either party at least 60 days prior to the date of termination.

(Vendor)

(Institution)

(Title)

(Title)

(Date)

(Date)

Make three copies:

(1) Original to food service facility; (2) Copy to state office; (3) Copy to vendor

Attachment

Equal Opportunity

The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor 41 CFR ch.60.

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, national origin, gender, age, or disability. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, national origin, gender, age, or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.
- (b) The contractor will, in all solicitation or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, gender, age, or disability.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11375 of October 13, 1967, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by Law.
- (g) The contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.