This agreement is entered into between the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (**institution** name) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(**vendor** name) for the purpose of providing meals for participants enrolled in the institution’s Child and Adult Care Food Program (CACFP). This agreement provides the minimum obligations and responsibilities of the parties. OSPI Child Nutrition Services will refer to the parties in this agreement as the **institution** and the **vendor**.

|  |  |  |
| --- | --- | --- |
|  | **Institution** | **Vendor** |
| WINS Number |  |  |
| Contact Name |  |  |
| Contact Position |  |  |
| Email |  |  |

The term of this agreement shall be for one year or less beginning \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and continuing until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. **Responsibilities of the Vendor**:
2. Prepare meals and snacks for \_\_\_ delivery \_\_\_ pick up (check one) to the below site (*See Attachment A for additional sites):*



1. Provide meals that comply with the meal patterns and components as required in 7 CFR 226.20 as noted in [7CFR 226.6 (i) (10)].
2. Include \_\_\_ Not Include \_\_\_ milk with meals *(check one).*
3. Include \_\_\_ Not include \_\_\_ eating utensils, straws, and napkins *(check one).*
4. Provide sack lunches, which meet USDA requirements, for field trips when requested by the institution five days in advance of the trip. 7 CFR 226.20
5. Prepare \_\_\_ Do not prepare \_\_\_\_ and deliver bulk meals instead of unitized. Define projected costs in the above table. Measure bulk meals or family style bowls and retain documentation of compliance with CACFP meal pattern for the specific meal.
6. Provide the institution with a monthly menu one week prior to the beginning of the month. Meals shall conform to the cycle menus contained in the bid and/or to menu changes agreed upon by the institution and vendor.
7. Allow menus and meal count adjustments \_\_\_\_\_\_\_hours/ \_\_\_\_\_\_\_\_days prior to preparing and delivering meals.
8. Present the institution with an itemized invoice within ten working days following the end of the delivery month.
9. If applicable, pick up food transport carts from the previous day’s delivery at the time of the current day’s delivery.
10. Enforce nondiscrimination policies and prohibit discrimination against customers, employees, and applicants for employment.
11. Meet all sanitation and health standards:
12. Maintain the appropriate health certifications in meal preparation facility(ies).
13. Notify Institution of any health inspections that occurred during the duration of this agreement.
14. Keep foods at the proper temperatures and under sanitary conditions until the time of \_\_\_ delivery \_\_\_ pick up.
15. Date of last health inspection\_\_\_\_\_\_\_\_\_\_\_. Please attach a copy of inspection report to the agreement.
16. Assume liability and provide a replacement or credit for any meals found at the time of \_\_\_\_\_\_\_delivery \_\_\_\_\_\_pick up to be either:
17. Spoiled or unwholesome meals or components, or
18. Do not meet the required meal pattern for the meal.
19. Comply with applicable record keeping requirements and procedures including:
20. Make available books and records of the vendor pertaining to the institution’s food service operation for inspection and audit by representatives of OSPI, USDA, and the U.S. General Accounting Office at any reasonable time and place, for a period of 3 years from the date of receipt of final payment under the contract, or in cases where an audit requested by OSPI or USDA remains unresolved, until such time as the audit is resolved.
21. Keep records that show foods are maintained at the proper temperatures and under sanitary conditions at the time of \_\_\_ delivery \_\_\_ pick up.
22. 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 \_\_\_ picked up \_\_\_ on daily basis by the institution.

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 USDA program regulations.

II. The institution will:

A. Meet all CACFP meal requirements as specified by USDA (7 CFR 226.20).

Accept an initial cycle (or) monthly menu and agree upon menu changes or limitations at specified times.

B. Provide a list of approved site(s) and their locations to the vendor.

1. Provide an employee to receive and sign for meals, verify safe temperature and sanitary condition of meals at the specified time and accept only those meals that meet USDA requirements (7 CFR 226.20). Continue maintaining safe temperatures upon receipt of meals.

2. Provide staff to serve meals and clean the serving area.

C. Notify vendor five days in advance when canceling meals due to various reasons, i.e., holidays, field trips, emergencies, etc.

1. Issue payment for meals received within ten days following receipt of invoice.
2. Not reimburse for meals \_\_\_ delivered \_\_\_ picked up when:

The adjustment request – particularly downward – was not honored,

Meals or components are spoiled or unwholesome, or

Meals do not meet the required meal pattern.

1. Maintain all records justifying the number of meals received and served, for review by state and/or federal personnel. This includes records of amount of food prepared and count of meals supplied.
2. 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. Upload a copy of the written notice to WINS.

(Vendor Name) (Institution Name)

(Vendor Signature) (Institution Signature)

(Title) (Title)

(Date) (Date)

Equal Opportunity

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

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

* 1. 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.
  2. 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.
  3. 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.
  4. 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.
  5. 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.
  6. 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.
  7. 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.

**Attachment A – Additional Sites**

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**Attachment A – Additional Sites Continued**

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**Attachment B – Sample Transportation Record**

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