

Oregon Department of Education  
 Public Service Building  
 255 Capitol St. NE  
 Salem, OR 97310

Office of Finance & Administration  
 Child Nutrition Programs  
 (503) 947-5891

## ANNUAL VENDED MEAL AGREEMENT

**For use by Child Nutrition Programs (CNP) Sponsors vending or purchasing meals**

Child Nutrition Programs:

- National School Lunch Program (NSLP)
- School Breakfast Program (SBP)
- Child and Adult Care Food Program (CACFP)
- Summer Food Service Program (SFSP)

1. Check only one:

- Both Purchaser and Vendor are CNP Sponsors
- Purchaser is a CNP Sponsor; Vendor is **NOT** a CNP Sponsor
- Vendor is a CNP Sponsor, Purchaser is **NOT** a CNP Sponsor

2. **THIS AGREEMENT** is made and entered into by and between:

|                   | Purchaser (Buyer)                              | Vendor (Seller)                   |
|-------------------|--|-----------------------------------|
| Name:             | City of Portland - Portland Parks & Recreation | Centennial School District @28 jt |
| Address:          | 1120 SW 5 <sup>th</sup> Ave. , Suite 1302      | 3424 SE 174 <sup>th</sup>         |
| City, State, Zip: | Portland, OR 97204                             | Portland OR 97236                 |
| Phone Number:     | 503-823-2967                                   | 503-762-3670                      |
| Contact Person:   | Ali Ryan                                       | John Waker                        |

3. This agreement shall be effective for a period of one year beginning September 20, 2010 and ending September 19, 2011.

4. Meal Pattern:

**Check here for meals if CACFP Sponsor is purchasing meals for the program.**

Meals will meet the Child & Adult Care Food Program regulatory meal pattern requirements (7 CFR 226)

**For use with NSLP, SBP or SFSP vended meals (contracts other than CACFP)**

Meals will meet both the regulatory menu requirement for the Purchaser's Program meals *and* the Purchaser's declared Menu Planning Approach as follows:

| Purchaser's Program meals:<br>(Check one)                          | Purchaser's declared Menu Planning Approach:<br>(Check one)       |
|--|---|
| <input type="checkbox"/> National School Lunch Program (7 CFR 210) | <input type="checkbox"/> Nutrient Standard Menu Planning          |
| <input type="checkbox"/> School Breakfast Program (7CFR 220)       | <input type="checkbox"/> Assisted Nutrient Standard Menu Planning |
| <input type="checkbox"/> Summer Food Program (7CFR 225)            | <input type="checkbox"/> Enhanced Food-Based                      |
|  | <input type="checkbox"/> Traditional Food-Based                   |
|  | <input type="checkbox"/> SFSP Meal Pattern                        |

5. Description of Vendor services to be provided (i.e., meals with milk; meals without milk; meals and delivery; meals, delivery and service of meals; etc.):

Meals with milk (Supper) Delivered

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6. Unit price per meal to be paid by the Purchaser to the Vendor:

Breakfast \$ \_\_\_\_\_ Lunch \$ \_\_\_\_\_ Snack \$ \_\_\_\_\_

Supper \$2.85 \_\_\_\_\_ Delivery \$.30 \_\_\_\_\_

7. The Vendor agrees to supply the following number of meal(s) to the Purchaser at the following location(s) at these delivery times:

| Meal Type(s) | Number of Meals | Location   | Delivery Time(s) |
|--------------|-----------------|--|------------------|
| Supper       | 20-30           | University Park Community Center   |                  |
| Supper       | 15-20           | St. Johns Community Center<br>(to be delivered to University Park for pickup by St. Johns staff) |                  |
|              |                 |  |                  |

8. Description of process between the Purchaser and Vendor for ordering number of daily meals:

Each site has a set number of daily meals.

Meals can be increased or decreased by 8.am. on the day of service

9. Description of meal delivery, including provision for any differences between the Vendor and Purchaser schools' calendars:

Meals to be delivered by Vendor to Purchasers site at a mutually agreed time.

Vendor will provide meal service following Vendors calendar

10. Description of how Purchaser will be provided with menu records, recipes and food product labels, prior to meals being delivered to Purchaser, for the Purchaser to ensure meals meet the selected meal pattern requirement:

Menu is printed by month and provided to vendor one week prior to service.

Entrée selection, fruits and vegetable selections are on a 4 week cycle.

Production records are kept with Vendor

11. Description of process for billing for meals that meet contract requirements:

(If billing process includes a late payment charge, the late payment fee may not be paid with CNP funds):

Vendor will provide Purchaser with billing invoice within ten (10) working days following the End of the proceeding month.

Purchaser will submit payment to Vendor within thirty (30) working days of receipt of invoice

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12. Description of process for non-payment of meals that are spoiled or unwholesome at time of receipt or meals that do not meet the meal pattern and/or portion size requirements specified in the contract:

Meals that do not meet requirements will be deducted from billing record with notation for reason of deduction

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13. Description of process for vendor to provide a daily vendor receipt to sponsor upon delivery of meals:

Vendor will send copy of production record with meals.  
Copy will be kept on file at production site in 3-ring binder

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**Further provisions include, but are not limited to:**

- a. Both Vendor and Purchaser must follow USDA's non-discrimination policies, including incorporating the following nondiscrimination statement on all program materials published for public information through brochures, bulletins, leaflets, letters, and newspapers. If the material is too small to permit the full statement to be included, the material will at a minimum include USDA's short nondiscrimination statement. When used, both statements should be in print size no smaller than the text of the document.

**Full Version:**

*The United States Department of Agriculture (USDA) and the State of Oregon prohibit discrimination in all USDA programs and activities on the basis of race, color, national origin, sex, religion, age or disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 14<sup>th</sup> and Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD) or (888) 271-5983 Extension 516 (toll free). USDA and the State of Oregon are equal opportunity providers and employers.*

**Short Version:**

*The USDA and the State of Oregon are equal opportunity providers and employers.*

- b. Adherence to all applicable federal, state and local health and sanitation certifications and inspections by both the Purchaser and Vendor
- c. Non-payment for meals that are spoiled or unwholesome at time of receipt
- d. Non-payment for meals that do not adhere to the menu and portion size requirements as specified by the federal regulations
- e. Assurance that all food service revenue accrue to the Purchasers' non-profit food service account
- f. Upon request, to make all accounts and records pertaining to the Program available to representatives of the Oregon Department of Education, the U.S. Department of Agriculture, and the General Accounting Office for audit or administrative and nutrition reviews, at a reasonable time and place.
- g. For NSLP and SBP Meals: If necessary, Vendor will make substitutions in the meal pattern for children who have a physician documented disability and whose disability restricts the child's diet. Meal patterns will be determined as prescribed by the

- physician's written diet order. Payment for alternate meals will be determined on a case-by-case basis between the Vendor and Purchaser.
- h. Adherence to applicable records retention requirements.

**Additional inclusions must be attached to this agreement.**

This agreement may be terminated by notice in writing given by any party to the other parties at least 30 days prior to the date of termination. This agreement may be terminated immediately for cause.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of date indicated below.

**Centennial School District**

**City of Portland – Portland Parks & Recreation**

\_\_\_\_\_  
Vendor

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Signature, Vendor Representative

\_\_\_\_\_  
Signature, Purchaser Representative

**Supervisor Nutrition Services**

**Director, Portland Parks & Recreation**

\_\_\_\_\_  
Title, Vendor Representative

\_\_\_\_\_  
Title, Purchaser Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM

*Paula Neugebauer*  
CITY ATTORNEY