

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

Office of the Superintendent  
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 – Parks & Recreation	Centennial School District
Address:	1120 SE 5 <sup>th</sup> Ave Suite 1302	3424 se 174th
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 October 1, 2012 and ending September 30, 2013.

4. Meal Pattern:

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

X 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 the regulatory menu requirement (7 CFR 210, 220, 225) for the Purchaser's Program

Purchaser's Program meals:

- ☐ National School Lunch Program (7 CFR 210)
- ☐ School Breakfast Program (7CFR 220)
- ☐ Summer Food Program (7CFR 225)

Purchaser's declared Menu Planning Approach:

- ☐ Nutrient Standard Menu Planning (Breakfast only)
- ☐ Traditional Food-Based (SFSP/Breakfast only)
- ☐ New Food-Based (NSLP only)
- ☐ 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, and delivery.

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

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

Supper \$ 2.95 Milk \$ \_\_\_\_\_ 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	TBD	University Park Community center	TBD
Supper	TBD	St. Johns Community Center	TBD

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 adjusted by 8:00 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 at mutually agreed time.

Vendor will provide meal service following agreed upon calendar.

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

All required documentation will be provided to Purchaser. Production records will be keep 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. Describe how late payment fees will be funded, if necessary):

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.

12. Description of process for non-payment of meals that: 1) do not meet the meal pattern requirements as specified in the agreement; 2) do not meet portion size requirements as specified in the agreement; and/or, 3) are spoiled or unwholesome at time of receipt:

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

13. Description of process for vendor to provide a daily vendor receipt to purchaser upon delivery of meals including staff responsible for signing for the vendor and for the purchaser:

Vendor will send copy of production record with meals.

Copy will be keep with Vendor in 3 ring binder on production site.

14. Description of process vendor will use if sponsor does not make payments for meals:

If purchaser fails to make payment for qualifying meals provided, Vendor will make written request for payment and meal service will cease. Failure to secure payment will cause Vendor to file a claim in small claims court for payment.

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

- a. Both Vendor and Purchaser must follow USDA's nondiscrimination policies, including incorporating the following nondiscrimination statement on all program materials published, electronically and in print, for public information through brochures, bulletins, leaflets, letters, newspapers, and websites. 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:**

*In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discrimination on the basis of race, color, national origin, sex, age, or disability.*

*To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call, toll free (866) 632-9992 (Voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866)377-8642 (relay voice users). USDA is an equal opportunity provider and employer.*

**Short Version:**

*This Institution is an equal opportunity provider.*

- 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 CACFP, NSLP and SBP Meals: If necessary, Vendor will make substitutions in the meal pattern for children who have a disability documented by a Medical Doctor (MD) and whose disability restricts the child's diet. Meal patterns will be determined as prescribed by the MD'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 DistrictVendorJohn A. WakerSignature, Vendor RepresentativeFSDTitle, Vendor Representative9-17-12DatePurchaserSignature, Purchaser RepresentativeTitle, Purchaser RepresentativeDate

APPROVED AS TO FORM

James H. Van Dyke  
CITY ATTORNEY 9/26/12