

**VENDED MEAL AGREEMENT
FIXED MEAL PRICES**

186300

For use by Oregon Child Nutrition Programs (CNP) Sponsors

Program Year 2014

This Agreement is entered into by and between 2616026- City of Portland - Parks & Recreation and Centennial School District. This Agreement becomes effective upon being fully executed by both parties. This agreement shall be effective beginning October 1, 2013 and ending September 30, 2014, not to exceed one(1) year.

Check only one:

- Sponsor and Vendor are **both** CNP Sponsors
 Sponsor is a CNP Sponsor; Vendor is **NOT** a CNP Sponsor

SPONSOR and Vendor mutually agree as follows:

1. **SCOPE AND PURPOSE.**

1.1 Vendor agrees to supply meals which meet or exceed the minimum meal pattern requirements with Sponsor's Agreement with the Oregon Department of Education (ODE) to participate in the Child Nutrition Programs (CNP).

1.2 Child Nutrition Programs:

Mark all applicable programs:

- National School Lunch Program (NSLP)
 School Breakfast Program (SBP)
 Special Milk Programs (SMP)
 Child and Adult Care Food Program (CACFP)
 Summer Food Service Program (SFSP)
 Fresh Fruit and Vegetable Program (FFVP)

1.3 Sponsor will be legally responsible for the conduct of the food service program, and will supervise the food service operations in such manner as will ensure compliance with the requirements of ODE and the USDA. Sponsor will retain control of the food service account and overall financial responsibility for CNP. Sponsor will retain signature authority on forms submitted to ODE including the CNP Agreement, the annual CNP application and CNP monthly claims for reimbursement. Sponsor will evaluate monthly meal information submitted by the Vendor and verify that the information is accurate before submitting monthly claims for reimbursement. Sponsor is responsible for conducting required site monitoring visits. If charging for meals Sponsor will establish all selling prices for reimbursable and non-reimbursable meals/milk and a la carte prices.

1.4 Upon request, Sponsor must 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.

1.5 Sponsor may request Vendor to provide additional food service such as special functions and catering. Sponsor or requesting organization will be billed for the actual

cost of food, supplies and labor, plus a mutually agreed upon mark-up for administrative overhead, which will be negotiated outside of this Agreement.

1.6 The Vendor will comply with the rules and regulations of ODE and USDA that are applicable to the programs being administered, and any additions or amendments thereto, including but not limited to 7 CFR Parts 210, 215, 220, 225, 245, 250, and 3016, or 3019.

2. **MEAL PRICES**

Sponsor will pay Vendor the following fixed meal rates as proposed by Vendor. These meals will be unitized **inclusive** of milk.

Breakfast @ \$_____ each

Lunch @ \$_____ each

Snack @ \$_____ each

Supper @ \$3.35 each

Milk @ \$_____ each

These prices include transportation if applicable, food, and required supplies for serving if applicable, packaging and containers needed to transport food in accordance with State and local sanitation requirements. Food will be transported from the food preparation center, Centennial High School which is located in 3505 S.E 182nd Gresham Or 97030, in appropriate containers to maintain safe food temperatures and will be accompanied by the appropriate delivery receipt.

3. **MEALS**

The Vendor must provide the Sponsor, for review and approval, a proposed 20-day cycle menu for the operational period, at least 5 business days prior to the beginning of the period to which the menus applies. The menu must meet the selected meal pattern requirements. The Sponsor may request changes in the menu. Any changes to the menu made after the Sponsor's approval must be agreed upon by the Vendor and documented on the menu records. Menu items may be adjusted in writing by the mutual consent of both parties. However, the Vendor shall adjust the menus at the request of the Sponsor whenever the Sponsor determines certain items to be unacceptable. Such items can be determined to be unacceptable because of 1) monotonous diet resulting from items served frequently or similarity to other items; 2) the nutritional needs of the students; 3) susceptibility to spoilage; 4) the foods are not age appropriate, and 5) excessive waste resulting from unpopularity of items with children. Such adjustments shall be made at the earliest convenience of both parties, but in no instance later than 5 days after request, except in cases where spoilage is discovered, Sponsor shall receive acceptable meals meeting meal pattern requirements.

[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 [7 CFR 15(b) (3)]. Payment for alternate meals will be determined on a case-by-case between the Sponsor and the Vendor.

A designated representative of City of Portland - Parks & Recreation will order meals for each day not later than 3:00 PM the day before service, with adjustments made not later than 8:00 AM the day of service.

In addition, it is agreed that, on a weekly basis, Vendor will provide Sponsor with menus which clearly indicated that all meals contain the required components. These menus will be provided at least one (1) week in advance of their serving. Further, Vendor will maintain full and accurate records including meal production records indicating the type and amount of food prepared and delivery receipts which indicate the daily number of meals delivered. These records will be reported to the Sponsor promptly at the end of the month.

The Sponsor will not pay for meals that are delivered outside of the agreed upon delivery time.

The Sponsor will not be responsible for payment of meals that 1) do not meet the meal pattern requirements as specified in the Agreement; 2) do not meet required portion size; and/or 3) are spoiled or unwholesome at time of receipt. Sponsor must notify the Vendor of the issue and number of meals to be credited prior the meal being served.

Meal service transporting equipment, containers, and utensils will be provided by Sponsor with cleaning and sanitization on a daily basis by Sponsor.

The Vendor will present an invoice and delivery receipts within 10 working days following the end of each preceding month for meals delivered. The Sponsor will submit payment to the Vendor within 30 working days of receipt of the invoice. The Sponsor will notify the Vendor within 5 working days of receipt of any discrepancies in the invoice. The Sponsor shall pay the Vendor for all meals delivered in accordance with the Agreement. Neither ODE nor USDA will assume any liability for payment of the difference between the number of meals prepared and delivered by the Vendor and the number of meals served by the Sponsor that are eligible for reimbursement. In addition neither ODE nor USDA will be responsible for resolving issues for partial or non-payment per the terms of this Agreement.

Sponsor and Vendor agree to non-payment for meals that do not adhere to the menu and portion size requirements as specified by the federal regulations.

The Sponsor shall retain all records relating to food production and delivery for the current operating year plus three (3) years but not limited to, the following:

- Production records, including quantities, and amounts of food used in preparation of each meal and food component of menus
- Standardized recipes and yield from recipes as deemed necessary
- Crediting documentation for all items such as: Manufacturer's Product Formulation Statements (MPFS), food product labels, CN Labels, and etc.
- Processed product nutritional analysis
- Dates of preparation of meals
- Number of meals and locations where meals were delivered
- Signed vended meal receipts
- Nutrition Facts Label(s) of individual food items, and/or Nutrient Analysis for prepared food items.
- Bills charged to Sponsor for meals delivered under this Agreement including the credit of USDA Foods where applicable
- Inventory records

- All documents pertaining to this procurement transaction: all quotes/bids received, evaluation criteria including justification for awarding the resulting agreement.

4. **HEALTH CERTIFICATION**

Both Sponsor and Vendor adhere to all applicable federal, state and local health and sanitation certifications and inspections. All food will be properly stored, prepared, packaged, and transported free of contamination and at appropriate temperatures.

5. **FURTHER PROVISIONS**

5.1 Both Sponsor and Vendor 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. Federal regulations allow use of a shorter nondiscrimination statement on program materials less than one (1) page in length. The short statement must be in the same size print as the text of the documents.

Full Version:

In accordance with Federal law and the 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.

5.2 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.

Additional inclusions must be attached to this Agreement.
Attachment A

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

City of Portland - Parks & Recreation
Sponsor Name

Centennial School District
Vendor Name

Mike Abbaté, Parks Director
Title, Sponsor

John Waker, Director of Nutrition Services
Title, Vendor

Authorized Representative Signature

John A Waker

Authorized Representative Signature

Date Signed

09/30/2013
Date Signed

APPROVED AS TO FORM
James H. Kimball
CITY ATTORNEY 10/3/13

ATTACHMENT A
SERVICES LOCATION INFORMATION

186300

The Sponsor shall ensure that a representative is available at each delivery site, at the specified time on each specified delivery day to receive, inspect, and sign for the requested number of meals. The individual will verify the temperature, quality, and quantity of each meal delivery. The Sponsor assures the Vendor that this individual will be trained and knowledgeable in the record keeping and meal requirements for the CNP and with local health safety codes.

Meal Type(S)	# of Meals	Location	Delivery Time(s)	Pick-up Time(s)
Supper	20	Charles Jordan Community Center	TBD	
Supper	40	St. Johns Community Center	TBD	

Calendar/Emergency Closing Information

Sponsors days of operation requiring meals:

Checks days of operation:

Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Vendor days of operation:

Check days of operation:

Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Each Sponsor/Vendor needs to provide information regarding how services will be provided or not when days of operation do not match. Include in the statement how emergency closures or events will be handled.

Sponsor Information:

Portland Parks & Recreations serves meals M-F, and follows the Portland Public Schools calendar for holidays and closures. Should Centennial's operational days vary from PP&R's operational days, PP&R will make alternative arrangements for meal service, or not provide meals on those days.

Days in 2013-14 when PP&R will not serve meals due to school closures or holidays are: 10/11, 11/8, 11/11, 11/25-11/29, 12/23-01/3, 01/20, 01/27, 02/17, 03/24-3/28, 04/11, and 05/26

The final day of meal service for Charles Jordan Community Center is June 11, 2014

The final day of meal service for St. Johns Community Center is June 6, 2014

In the event of closures due to emergency or inclement weather, PP&R will provide Centennial with as much advance notice as possible regarding meal service stoppages, no later than 8 AM the day of the stoppage. If meals have been delivered prior to emergency closures or events, PP&R will pay for those meals.

Vendor Information

Vendor Information