



Washington Office of Superintendent of

**PUBLIC INSTRUCTION**

**SUMMER FOOD SERVICE PROGRAM (SFSP)**

**FOOD SERVICE AGREEMENT FOR VENDORS**

This agreement is for use by Summer Food Service Program (SFSP) sponsor purchasing meals from a food service vendor when the value of the contract is less than or equal to the formal procurement threshold of \$250,000. This agreement is for the purpose of providing meals for children participating in the sponsor’s Summer Food Service Program. All sponsors contracting for meals or food service management must comply with the appropriate United States Department of Agriculture (USDA) and Office of Superintendent of Public Instruction (OSPI) Child Nutrition Services (CNS) rules and regulations. Refer to the CNS website <https://www.k12.wa.us/policy-funding/child-nutrition> for additional guidance and references in the Procurement and Food Service Management Company sections. This contract provides the minimum obligations and responsibilities of each party.

The parties below are referred to throughout this agreement as the **Sponsor** and **Vendor**.

**THIS CONTRACT IS MADE AND ENTERED INTO BY AND BETWEEN:**

<b>Sponsor</b>	
WINS Number	
Contact Name	
Contact Position	
Email	
<b>Vendor</b>	
WINS Number	
Contact Name	
Contact Position	
Email	

**TERM OF THE AGREEMENT:**

The initial term of this agreement shall be effective for a period of one year beginning \_\_\_\_\_ and ending \_\_\_\_\_.

**THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE AS FOLLOWS:**

1. The Sponsor and Vendor will operate in accordance with current SFSP regulations. [7 CFR 225.6(h)(2)(viii)]
2. The Vendor will not subcontract for the total meal, with or without milk, or for the assembly of the meal. [7 CFR 225.6(h)(2)(i)]
3. The Vendor must maintain all records supported by invoices, receipts or other evidence the Sponsor may need to meet their responsibilities. Recipes, nutrition facts labels, and any necessary child nutrition (CN) labels or product specification sheets related to the menus served. The Vendor must use standardized recipes. The vendor shall submit all required reports to the Sponsor promptly at the end of each month, unless more frequent reports are required by the Sponsor. [7 CFR 225.6(h)(2)(iv)]
4. The Vendor will present an invoice and delivery receipts within \_\_\_\_\_ working days following the end of the preceding month for meals delivered. The Sponsor will submit payment to the Vendor within \_\_\_\_\_ days of receipt of the invoice. The Sponsor shall notify the Vendor within \_\_\_\_\_ days of receipt of any discrepancy in the

invoice. The Sponsor shall pay the Vendor for all meals delivered in accordance with the Contract. Neither OSPI, 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 OSPI, nor USDA, will be responsible for resolving issues of partial or non-payment per the terms of this contract. [7 CFR 225.6(h)(2)(ix)]

5. Meals prepared and served under this contract must comply with the SFSP meal patterns and components. [7 CFR 225.16]
6. The Vendor must have Federal, State or local health certification for the facility in which the meals are prepared for the Sponsor. The Vendor must ensure that the health and sanitation requirements are met at all times. [7 CFR 225.6(h)(2)(v)]
  - a. The Vendor shall provide the Sponsor with a copy of current health certifications for the food service facility in which it prepares SFSP meals.
  - b. The Vendor also agrees to notify the Sponsor and OSPI of the results of all health inspections that are made during the duration of this contract.
  - c. The Vendor must ensure that meals are inspected periodically to determine bacterial levels present in the meals and that the bacterial levels found conform to local health jurisdiction standards.
7. The meals served under the contract conform to the cycle menus and meal quality standards and food specifications approved by OSPI and upon which the bid was based. Refer to the minimum food specifications and sample product specifications in Attachment A. [7 CFR 225.6(h)(2)(vi)]
8. The Vendor must provide the Sponsor, for approval, a proposed \_\_\_\_\_ day cycle menu for the operational period, at least \_\_\_\_\_ business days prior to the beginning of the period to which the menu applies. Any changes to the menu made after the Sponsor approval must be agreed upon by the Sponsor 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 food items to be unacceptable. The Sponsor shall be responsible for informing the Vendor of its reason(s) for determining that a meal is unacceptable in writing within forty-eight (48) hours. Such items can be determined to be unacceptable due to the:
  - a. Monotonous diet resulting from items served too frequently or their similarity to other items;
  - b. Nutritional needs of the children;
  - c. Susceptibility to spoilage; and/or
  - d. Excessive waste resulting from serving unpopular items.

Such adjustments shall be made at the earliest convenience of both parties, but in no instance later than \_\_\_\_\_ days after request is made shall receive acceptable meals meeting meal pattern requirements. When spoilage is discovered, however, the change shall occur immediately. The Sponsor may take adverse action against the Vendor for any non-compliance with the terms of this contract; this includes disallowed, spoiled, or unwholesome meals, or meals that do not meet the meal requirements. [7 CFR 225.6(h)(2)(x)]
9. The books and records pertaining to the Vendor's and Sponsor's food service operation shall be available for inspection and/or audit by representatives of OSPI; USDA, Food and Nutrition Service; the U. S. General Accounting Office; USDA, Office of the Inspector General; at any reasonable time and place. These records must be retained for a period of three years from the date of receipt of final payment under this contract, or in cases where an audit remains unresolved, until such time as the audit is resolved. [7 CFR 225.6(h)(2)(vii)]
10. The Sponsor will not pay for meals that are delivered outside of the agreed upon delivery time(s). Meals shall be delivered in accordance with a delivery schedule prescribed in this contract. The Sponsor will notify the Vendor of all sites and corresponding meal times that have been approved, cancelled, or terminated subsequent to the submission of the initial approved site list and any changes in the approved meals. Such notification will be provided within the time limits mutually agreed upon. [7 CFR 225.6(h)(2)(x)]

- a. The Sponsor shall ensure that a representative is available at each delivery site, at the specified times and dates on each specified delivery day to receive, inspect and sign for the requested number of meals.
  - i. The meal receiving staff will verify the temperature, quality, and quantity of each meal delivered.
  - ii. The meal receiving staff will be trained and knowledgeable in SFSP record keeping, meal requirements and local health safety codes and sanitation.
- b. Single deliveries for multiple meals (e.g., breakfast and lunch) are acceptable, but only at those sites that are equipped with adequate storage and refrigeration facilities.
- c. The Vendor agrees to supply the Sponsor meal(s) to the following locations, as noted:
  - Meal will be picked up by the Sponsor at \_\_\_\_\_.
  - Meals will be delivered by the Vendor to:
    - Sponsor central delivery address: \_\_\_\_\_
    - Site name/address: \_\_\_\_\_

For Sponsors with **more than** one site, use *Site Listing* (Attachment B).

**Total Projected Operating Costs for Current Contract Year:** *(Place computer cursor over table and double click to open Excel worksheet.)*

Site Name   
 WINS Site Number

Meal Type	Delivery/ Pickup Time	M	T	W	Th	F	Number of Meals Per Day	x Total Operating Days	x Fixed Cost Per Meal	Total Cost Estimate
Breakfast										
AM Snack										
Lunch										
Afternoon Snack										
Supper										
PM Snack										

- 11. If the total projected cost amount is greater than \$250,000, the Sponsor understands this contract must be competitively bid for goods and services and must involve OSPI in the solicitation process. OSPI must approve the process prior to the both the Vendor and Sponsor signing the agreement. Agreements, contracts and subcontracts in excess of \$250,000 shall comply with all applicable standards, orders, or requirements issued under section 2 CFR 200.327 including section 305 of the Clean Air Act (42 U.S.C. 1837(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- 12. The Sponsor must advise the Vendor of increases or decreases of required meals, by meal type, no later than \_\_\_\_\_ prior to delivery. [7 CFR 225.6(h)(2)(xi)]
- 13. In cases of nonperformance or noncompliance on the part of the Vendor, the Vendor shall pay the Sponsor for any excess costs, which the Sponsor may incur obtaining meals from another source. [7 CFR 225.6(h)(2)(xiii)]
- 14. The Vendor shall submit records of all costs incurred in the Sponsor's food service operation in sufficient time to allow the Sponsor to prepare and submit the claim for reimbursement to meet the 60-day submission deadline. [7 CFR 225.6(h)(2)(xv)]

15. Meals must be unitized, with or without milk or juice, unless the sponsor submits to OSPI, CNS a request for exceptions to the unitizing requirement for certain components of a meal. These requests shall be submitted to OSPI, CNS in writing in sufficient time for OSPI, CNS to respond prior to the sponsor's advertising for the bids. [7 CFR 225.6(h)(3)]
16. The Vendor shall comply with the appropriate bonding requirements as set forth in in regulation. The Vendor may not subcontract any portion of this contract. [7 CFR 225.15(m)(5-7)]
17. Both Vendor and Sponsor must follow USDA's non-discrimination policies. Vendor/Sponsor shall not discriminate in either the provision of services, or in employment, against any person because of color, age, sex, race, disability and national origin. Vendor agrees to comply with all applicable federal and state laws, rules, regulations, and executive orders relating to non-discrimination, affirmative action and equal employment opportunity.

This agreement may be terminated by either party upon submission to the other party of written notice at least 60 days prior to the date of termination unless the contract period does not exceed 60 day. In such case, a termination notice will be submitted at least \_\_\_\_\_ days prior to the date of termination. A copy of the termination letter must be sent to OSPI.

**SPONSOR:** \_\_\_\_\_

Printed Signatory Name/Title: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**VENDOR:** \_\_\_\_\_

Printed Signatory Name/Title: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

cc: **Office of Superintendent of Public Instruction  
Child Nutrition Services  
PO Box 47200  
Olympia, WA 98504-7200**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

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To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture; Office of the Assistant Secretary for Civil Rights ; 1400 Independence Avenue, SW ; Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

Attachment A-Minimum Procurement Specifications and Model Meal Quality Standards for SFSP

7 CFR 225.7 (c)

Meal Component	Minimum Specifications	Best Practices for Meal Quality (Recommended but Not Required by SFSP Sponsors)
<p><b>Meats/Meat Alternates</b></p>	<p><b>Beef:</b> US grade choice for serving in program meals  <b>Poultry:</b> US grade A for unprocessed, grade B if further processed for serving in program meals  <b>Pork:</b> U.S. No. 1 or U.S. No. 2.  <b>Seafood:</b> Top grade, frozen fish – must be a nationally distributed brand packed under continuous inspection of the USDA.  <b>Fresh eggs:</b> USDA Grade A or equivalent, 100 percent candled  <b>Frozen eggs:</b> USDA-inspected  <b>American Cheese: Pasteurized cheese,</b> no cheese food, imitation cheese, cheese product, or cheese spread</p>	<ul style="list-style-type: none"> <li>• Serve lean cuts of meat.</li> <li>• Serve fish, nuts, or beans as healthy alternatives to meat.</li> <li>• Limit fried or pre-fried foods (such as chicken nuggets) on the menu.</li> <li>• Limit or avoid offering processed meats.</li> <li>• Serve low-fat or reduced-fat cheese or yogurts.</li> </ul>
<p><b>Fluid Milk</b></p>	<p>Pasteurized and homogenized; Vitamin A and D fortified; Grade A</p>	<ul style="list-style-type: none"> <li>• Serve only low-fat (1%) or fat-free (skim) milk.</li> <li>• Serve unflavored milk.</li> </ul>
<p><b>Fruits, Vegetables, and Full-Strength vegetable and/or fruit juice</b></p>	<p>US Grade A for all fresh, frozen or canned fruits and vegetables and full-strength, 100% vegetable and/or fruit juice</p>	<ul style="list-style-type: none"> <li>• Purchase frozen fruit that does not contain added sugar.</li> <li>• Serve fresh fruit instead of fruit-based desserts.</li> <li>• When choosing canned fruit, choose products canned in 100% juice or water.</li> <li>• Limit fruit juice.</li> <li>• Include dark green, orange, yellow, red, and purple fruits and vegetables on your menu.</li> <li>• When serving canned vegetables with added salt, rinse them before serving.</li> </ul>
<p><b>Grains</b></p>	<p>Made with whole grains and/or enriched grains. Grains include pasta, tortillas, rice, and flour-based bakery products such as breads including sandwich rolls, buns, cornbread, biscuits, loaf breads, and grain-based desserts.</p>	<ul style="list-style-type: none"> <li>• Offer 100% whole grain or whole grain rich grain items.</li> </ul>

*This chart offers general guidelines. OSPI encourages each sponsor to develop desired food specifications based on the proposed cycle menu. For additional guidance, contact our office.*

**Attachment B – Additional Sites**

**Total Projected Operating Costs for Current Contract Year:**

Site Name

WINS Site Number

Meal Type	Delivery/ Pickup Time	M	T	W	Th	F	Number of Meals Per Day	x Total Operating Days	x Fixed Cost Per Meal	Total Cost Estimate
Breakfast										\$ -
AM Snack										\$ -
Lunch										\$ -
Afternoon Snack										\$ -
Dinner										\$ -
PM Snack										\$ -
										\$ -

Site Name

WINS Site Number

Meal Type	Delivery/ Pickup Time	M	T	W	Th	F	Number of Meals Per Day	x Total Operating Days	x Fixed Cost Per Meal	Total Cost Estimate
Breakfast										\$ -
AM Snack										\$ -
Lunch										\$ -
Afternoon Snack										\$ -
Dinner										\$ -
PM Snack										\$ -
										\$ -

Site Name

WINS Site Number

Meal Type	Delivery/ Pickup Time	M	T	W	Th	F	Number of Meals Per Day	x Total Operating Days	x Fixed Cost Per Meal	Total Cost Estimate
Breakfast										\$ -
AM Snack										\$ -
Lunch										\$ -
Afternoon Snack										\$ -
Dinner										\$ -
PM Snack										\$ -
										\$ -