



Puget Sound Educational Service District

800 Oakesdale Ave. SW | Renton, WA 98057

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## Child and Adult Food Care Program FOOD SERVICE AGREEMENT FOR VENDORS

This agreement is entered into between the Puget Sound Educational Service District and the specified vendor below for the purpose of providing meals for children enrolled in the institution's Child and Adult Care Food Program (CACFP). This agreement provides the minimum obligations and responsibilities of the parties to this agreement. The parties below will be referred to throughout this agreement as the institution and the vendor.

### Institution and Responsible Person

Puget Sound Educational Service District  
800 Oakesdale Ave. SW | Renton, WA 98057

**Cheryl Polasek, RD, CD**  
Program Manager, Health, Nutrition & Safety  
(425) 917-7883 | [cpolasek@psesd.org](mailto:cpolasek@psesd.org)

### Vendor and Responsible Person

Puyallup School District  
3607 17th St SW | Puyallup  
**Judy J. Bender**  
Director, Nutrition and Logistics  
253-241-8773 | [bendejj@puyallup.k12.wa.us](mailto:bendejj@puyallup.k12.wa.us)

This agreement covers the time period as specified below (not to exceed 1 year).

**September 1, 2021 to August 31, 2022**

#### I. The vendor agrees to:

- A. Assist the institution in meeting the food service requirements that apply to menu planning, meal preparation and family-style meal service as specified by Head Start and ECEAP's Program Standards.
- B. Work cooperatively with institution's nutrition staff to resolve problems that arise with regard to CACFP Regulations and Head Start and ECEAP Program Standards.

#### II. The vendor will:

- A. Prepare meals and snacks at the indicated cost and sites listed below:

Breakfast	\$2.55
Lunch	\$3.45
Snack	\$1.95



1. SITE LIST				
PCHS-South Hill/Avanza (Zeiger Elementary)				
Meal	Days of Service	Meal Start Time	Number Served	Cost Per Meal/Snack
Breakfast	MTWThF	8:50 AM	20	\$2.55
Lunch 1	MTWThF	11:15 AM	20	\$3.45
Lunch 2	MTWTh	1:40 PM	20	\$3.45
PM Snack	MTWTh	2:55 PM	20	\$1.95

Continued II. A The vendor will:

1. Include milk with meals when required as a component.
2. Utensils, straws, and napkins are not included.
3. Provide sack lunches which meet Federal Regulation 7 CFR Part 226.20 requirements for field trips when requested by the institution five days in advance of the trip.
4. Prepare meals/snacks in bulk (not individually proportioned servings) in order to facilitate family-style meal service.
5. Provide the institution with a monthly menu one week prior to the beginning of the month. Meals shall conform to the cycle menus upon which the bid was based, and to menu changes agreed upon by the institution and vendor. All changes or substitutions made by the vendor must be of similar quality and variety. Provide the institution with monthly menus for breakfast and lunch one week prior to the beginning of the month.
6. Allow menus and meal count adjustments by the specified time below prior to meal preparation and delivery.
7. Present the institution with an itemized invoice within ten working days following the end of the month for meals/snacks provided during the previous month's deliveries.
8. Pick up, if utilized, food transport carts from the previous day's delivery at the time of the current day's delivery.

B. Meet all sanitization and health standards to ensure:

1. That appropriate health certifications are available for meal preparation facility(ies).
2. That foods are kept at the proper temperatures and under sanitary conditions until the time of delivery or pick up. Food temperatures of final product must be taken and recorded prior to portioning into containers for transport (temperature records will be maintained by vendor).

C. Assume liability for any spoiled or unwholesome meals found at the time of delivery or pickup or meals that do not meet the meal pattern requirements.

D. Comply with applicable record keeping requirements and procedures to include the following:

1. The books and records of the vendor pertaining to the institution's food service operation shall be available for inspection and audit by representatives of OSPI, of the Department, and of 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 the Department remains unresolved, until such time as the audit is resolved.
2. Records that foods are at the proper temperatures and under sanitary conditions at the time of delivery and pick-up.
3. Make all food program meal preparation records available upon request for review by state and federal personnel.
4. Maintain full and accurate records which document:
  - i. The menus, listing nutritional components and quantities used to prepare meals;
  - ii. The number of meals delivered or picked up on a daily basis to 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 program regulations per 7 CFR 226.6(i)(6).

III. The institution will:

A. Meet all meal requirements as specified by USDA for the Child and Adult Care Food Program regulations as contained in Federal Regulation 7 CFR Part 226.20.

1. Provide a cycle (or) monthly menus and agree upon limitations and changes at specified times.
2. Inform the vendor at a specified time each day the number of meals by type required (see II A and II A.5).



- B. Provide a list of approved site(s) and their locations to the vendor.
  - 1. Provide a person to receive or pick up meals as agreed upon, sign for and verify safe temperature and sanitary condition of meals at the specified time and to accept only those meals that meet the requirement of Federal Regulation 7 CFR Part 226.20. Once received, safe temperatures will be maintained.
  - 2. Provide staff to serve meals and clean the serving area.
- C. Notify vendor five days in advance when meals will not be needed for various reason, i.e. field trips, no contact days with children, conference days, emergencies, etc.
- D. Issue Payment for meals received within ten days following receipt of billing.
  - 1. Do not reimburse for meals delivered when adjustment request, particularly downward, was not honored or when meals were delivered spoiled or unwholesome or do not meet meal pattern requirements.
  - 2. Do not reimburse for meals which are prepared/delivered outside of the agreed upon delivery time as identified in paragraph II A.
- E. 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.
- F. Be able to amend any portion of this agreement in writing after approval by the state agency.
- G. 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.

  
 Sep 14, 2021

Judy J. Bender (Sep 14, 2021 09:06 PDT)  
 Vendor Signature/Date  
 Judy J. Bender | Director, Nutrition and Logistics

  
 Sep 14, 2021

Cheryl Polasek (Sep 14, 2021 08:55 PDT)  
 Institution Signature/Date  
 Cheryl Polasek, RD CD | Program Manager, Health, Nutrition & Safety



1 copy each, vendor and institution  
 PSESD (Rev 8/21)

Attachment: Equal Opportunity FORM SPI CACFP 1136SA (Rev. 5/16)



### Equal Opportunity

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

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

(a) 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.

(b) The contractor will, in all solicitation or advertisements for employees placed by or on behalf of the contractor, state that all qualified applications will receive consideration for employment without regard to race, color, national origin, gender, age, or disability.

(c) 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 Office, 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.

(d) 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.

(e) 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.

(f) 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.

(g) The contractor will include the provisions of paragraphs (a) through (f) 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 directions by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.