Washington Office of Superintendent of
PUBLIC INSTRUCTION

Food Service Agreements

Interagency Agreement between OSPI Child Nutrition Service (CNS) Sponsors OR Vending Agreement between CACFP Sponsor and a Catering Company/non-CNS Sponsor

PURPOSE

This is an agreement to furnish meals (unitized, if applicable) to be served to participants in the Child & Adult Care Food Program (CACFP) and/or the Summer Food Service Program (SFSP), Programs established by the United States Department of Agriculture (7 CFR, Parts 226 & 225), administered by the Office of Superintendent of Public Instruction (OSPI). It sets forth the terms and conditions applicable to the proposed procurement by the two parties. Upon acceptance, this document and its required attachments shall constitute the agreement between the vendor and the sponsor named herein.

TERMINATION OR SUSPENSION OF PERFORMANCE

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 30 days prior to the date of termination. A copy of this must be presented to OSPI.

a) Either party may terminate this agreement without cause by providing the other party thirty- (30) day written notice by certified mail or in person.
b) Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to the notice of termination.
c) The parties agree to settle promptly all accounts existing from work performed under this agreement upon termination.

INSTRUCTIONS:

Step 1: Complete **Child Nutrition Food Service Agreement & Debarment & Suspension Statement** (Pgs. 1 & 2)

Step 2: Review and distribute **Attachment A Agreement Responsibilities**

Step 3: Obtain the following required documents from the vendor.

- Copy of Vendor's current food-service **Inspection Report** from licensing agency.
- **Vendor's current license** to operate a food service facility.
- **Menu (1 month or cycle)** for each type of meal service vended using the OSPI Menu Template

Step 4: Upload a copy of the Child Nutrition Food Service Agreement & Debarment & Suspension Statement (pages 1 and 2) and the attachments listed in Step 3 above to WINS Sponsor Documents folder at least 10 business days before the start of the agreement. Maintain copies of Attachment A and B with your CACFP Records.

Step 5: If this is a Vended Meal Agreement, complete the WINS Contract Tab and enter a Vendor Fact Sheet. Interagency agreements do not require a WINS Contract Tab Fact Sheet.

Child Nutrition Food Service Agreement

Instructions: CACFP Sponsor: Complete Parts 1, 2 and 4. **Vendor:** Completes Part 3.

Part 1. The contract is effective on the date both parties sign and date this document. Any changes to this Agreement must be in writing, in the form of an amendment and signed by both parties.

Contract Issued by: Child Care Action Council	WINS #: 160467
Address: 3729 Griffin Lane SE	Telephone: 360 561-8765
City/State/Zip: Olympia Wa 98501	Email Address: Sabrina.eacker@ccacwa.org

Part 2. Agreement Options

☒ Initial Vendor/interagency Agreement ☐ 1st Renewal Agreement ☐ 2nd Renewal Agreement **Program** ☒CACFP ☐SFSP	This Agreement is being completed as: ☐**Vended Meal Agreement** ☒**Interagency Vended Meal Agreement** **Meal Pattern Used** ☒ CACFP ☐NSLP ☐ SFSP (only for Summer Meals)

Annual Price per Meal for all sites

Total # if sites included in this agreement: **Estimated total cost for contract year:**

Meal Type	S	M	T	W	Th	F	S	Number of Meals Per Day	x Total Operating Days	x Fixed Cost Per Meal	Total Cost Estimate
											$ -
See									LES		$ 48422
Attachments									EFES		$ 35530
1 - 3									PGES		$ 35530
											$ -
Total											$119,482

Agreements over $15,001.00 require bids/quotes. See sponsor Procurement Policy for actual thresholds.

Part 3. Vendor Information

Notice of significant health/sanitation violations, and/or closure (temporary or permanent) issued by the County Health Department will result in immediate termination of this contract. OSPI must be notified immediately if this occurs.

Kitchen Address: Lacey Elementary Evergreen Forest Pleasant Glade	City/State/Zip: 1800 Homann Dr. SE Lacey 3025 Marvin Rd SE Lacey 1920 Abernethy Rd NE Lacey
Contract Commence Date: September 1, 2026	Contract Expiration Date: June 30, 2027
Name: (Vendor owner or Designee with Signature Authority)	Heather Larson, North Thurston Public Schools
Signature: Heather Larson	Date: 8.26.2024

Part 4. Acceptance by CACFP Sponsor

Name: (Institution Responsible Principle)	Sabrina Eacker, Child Care Action Council ECEAP Early Learning Programs
Signature: Sabrina Eacker	Date: 8-25-26

Debarment & Suspension Certification

Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts

Each vendor whose contract equals or exceeds $100,000 in federal monies must sign this debarment certification prior to contract execution. Sponsors cannot contract with vendors if they are debarred or suspended by the Federal Government.

1. This certification is a material representation of fact upon which reliance is placed when this contract is entered. If it is later determined that the signed knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
2. The vendor shall provide immediate written notice to the Institution if the vendor learns that its certification was erroneous when submitted or has become erroneous due to changed circumstances.
3. The terms "debarred," "suspended," "ineligible," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and 45 CFR (Code of Federal Regulations), Part 76. Vendors may contact the Institution or OSPI for assistance in obtaining a copy of these regulations.
4. The vendor further agrees by submitting this certification that, it shall not knowingly enter any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in Federal Government contracts.
5. The vendor further agrees by submitting this certification that it will require each subcontractor of this contract whose payment will equal or exceed $100,000 in federal monies, to submit a signed copy of this certification with each contract.
6. CACFP Sponsors (Institutions) may rely upon a certification of a provider that is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.

This certification is required by the regulation implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published on May 29, 1987, Federal Register (52 Fed. Reg., pages 20360-20369)

a) The prospective vendor certifies, by signing this certification, that neither she/he nor her/his principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in contracting with any federal department or agency.

b) Where the prospective vendor is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this certification.

Heather Lawson
Vendor Signature

8-26-2024
Date

Heather Lawson
Printed Name and Title of Authorized Principal

North Thurston Public Schools
Name of Business

Civil Rights Assurance Statement.

The Vendor hereby agrees that it will comply with: i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C.12131-12189); vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000); vii.

All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.); viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3); ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement. x.

The USDA non-discrimination statement that 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, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs)

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the Sponsor agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Sponsor, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

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. Upload a copy of the written notice to WINS.

Equal Opportunity

When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered 2 CFR 200.321.

The following clause is applicable unless this agreement is exempt under the rules, regulations, and relevant orders of the Secretary of Labor 41 CFR ch.60. During the performance of this agreement, 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 applicants 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 Officer, 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 as certain 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 (g) 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 direction by the contracting agency, the contractor may request the

(h) United States to enter into such litigation to protect the interests of the United States.

Attachment A:

Contractual Responsibilities for Program Compliance: Vendor

OVERSIGHT

- Prepare meals and snacks for delivery pick up or delivery to contracted sites that comply with the meal patterns and components as required in 7 CFR 226.20 as noted in [7CFR 226.6 (i) (10)].
- The vendor shall operate in accordance with current USDA program regulations including Civil Rights and Equal Opportunity requirements.
- The vendor will not subcontract for the total meal or for the assembly of the meal per 7 CFR 226.21(e).

MEALS

- Includes milk with meals at Lacey Elementary
- Does not include milk with meals at Evergreen Forest or Pleasant Glade Elementary.
- Provides sack lunches, which meet USDA requirements, for field trips when requested by thesponsor five days in advance of the trip. 7 CFR 226.
- Prepares and delivers bulk to an agreed upon location. Measure bulk meals and retain documentation of compliance with CACFP meal pattern for the specific meal.
- Provides the institution with a monthly menu one week prior to the beginning of the month. Meals shall conform to the cycle menus contained in the bid and/or to menu changes agreed upon by the institution and vendor.
- Allow menus and meal count adjustments 24 hours prior to preparing and delivering meals.
- Presents the institution with an itemized invoice within ten working days following the end of the delivery month.
- If applicable, pick-up food transport carts from the previous day's delivery at the time of the current day's delivery.
- Enforce nondiscrimination policies and prohibit discrimination against customers, employees,and applicants for employment.
- Assume liability and provide a replacement or credit for any meals found at the time of delivery/pick up that are:
    - Spoiled or unwholesome meals or components, or
    - Do not meet the required meal pattern for the meal

HEALTH/SANITATION

- Maintain the appropriate health certifications in meal preparation facility(ies).
- Notify Institution of any health inspections that occurred during the term of this agreement.
- Keep foods at the proper temperatures and under sanitary conditions until the delivery or pick-up time.

RECORDKEEPING

Comply with applicable recordkeeping requirements and procedures including:

1. Make available books and records of the vendor pertaining to the institution's food service operation for inspection and audit by representatives of OSPI, USDA, and 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 paymentunder the contract, or in cases where an audit requested by OSPI or USDA remains unresolved, until such time as the audit is resolved.
2. Keep records that show foods are maintained at the proper temperatures and under sanitary conditions at the time of delivery/pick- up.
3. Maintain full and accurate records, which document: (a) the menu and list nutritional components and quantities used to prepare meals; and (b) the number of meals delivered/picked-up on daily basis by the institution

Contractual Responsibilities for Program Compliance: ***Sponsor***

OVERSIGHT

- Meet all CACFP meal requirements as specified by USDA (7 CFR 226.20).
- 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).
- Accept an initial cycle (or) monthly menu and agree upon menu changes or limitations at specified times.
- Provide a list of approved site(s) and their locations to the vendor.

MEALS

- Provide an employee to receive and sign for meals, verify safe temperature and sanitary condition of meals at the specified time and accept only those meals that meet USDA requirements (7 CFR 226.20).
- Continue maintaining safe temperatures upon receipt of meals.
- Provide staff to serve meals and clean the serving area.
- Notify vendor five days in advance when canceling meals due to various reasons, i.e., holidays, field trips, emergencies, etc.
- Issue payment for meals received within ten days following receipt of invoice.
- Not reimburse for meals delivered picked up when:
    1. The adjustment request – particularly downward – was not honored,
    2. Meals or components are spoiled or unwholesome, or
    3. Meals do not meet the required meal pattern.

RECORDKEEPING

- Maintain all records justifying the number of meals received and served, for review by state and/or federal personnel. This includes records of the amount of food prepared and count of meals supplied.

- Ensures that the OSPI required Menu Template is completed, distributed to participants, and maintained with CACFP records regardless of the menu the vendor provides as part of this agreement. Sponsor may require the Vendor use the OSPI Required Menu Template. If the vendor does not, the Sponsor must ensure the vendor's menu is transposed to an OSPI required menu template and posted in the center. Substitutions must be made on the posted menu for participants and their families to see.

Attachment B. Total Projected Operating Costs for Current Contract Year:

Site Name and Address:											WINS#		
Meal Type	Delivery Time NA if pickup	Pick Up Time NA if delivery	S	M	T	W	Th	F	S	Number of Meals Per Day	x Total Operating Days	x Fixed Cost Per Meal	Total Cost Estimate
Breakfast													$ -
AM Snack													$ -
Lunch													$ -
PM Snack													$ -
Supper													$ -
Eve Snack													$ -
TOTAL													$ -

Site Name and Address:											WINS#		
Meal Type	Delivery Time NA if pickup	Pick Up Time NA if delivery	S	M	T	W	Th	F	S	Number of Meals Per Day	x Total Operating Days	x Fixed Cost Per Meal	Total Cost Estimate
Breakfast													$ -
AM Snack													$ -
Lunch													$ -
PM Snack													$ -
Supper													$ -
Eve Snack													$ -
TOTAL													$ -

Site Name and Address:	WINS#

Meal Type	Delivery Time NA if pickup	Pick Up Time NA if delivery	S	M	T	W	Th	F	S	Number of Meals Per Day	x Total Operating Days	x Fixed Cost Per Meal	Total Cost Estimate
Breakfast													$ -
AM Snack													$ -
Lunch													$ -
PM Snack													$ -
Supper													$ -
Eve Snack													$ -
TOTAL													$ -

Site Name and Address: **WINS#**

Meal Type	Delivery Time NA if pickup	Pick Up Time NA if delivery	S	M	T	W	Th	F	S	Number of Meals Per Day	x Total Operating Days	x Fixed Cost Per Meal	Total Cost Estimate
Breakfast													$ -
AM Snack													$ -
Lunch													$ -
PM Snack													$ -
Supper													$ -
Eve Snack													$ -
TOTAL													$ -

Attachment C. Sample Meal Delivery/Transport Records

Site Name					**Date:**	
Vendor Name:						
Breakfast	**Item**	**Serving Size**	**No of servings**	**Temperature**	**Accepted Yes No**	**Comment if unacceptable**
Milk						
Vegetable or Fruit						
Grain or Meat/Meat Alternative						
Snack						
Lunch						
Milk						
Meat/Meat Alternative						
Vegetable						
Fruit or 2nd Veg						
Grain						
Snack						