

CONTRACT NAME: AGREEMENT BETWEEN UNITED WAY CALIFORNIA CAPITAL REGION AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: This is a Child Care Standard Food Service Vending Agreement between United Way California Capital Region and DJUSD and is a requirement of the California Department of Education.

This is a standard agreement to furnish food service between a Child and Adult Care Food Program (United Way) and a food service vendor (DJUSD). It is a one-year agreement, renewed annually, and is required as outlined in Title 7 Code of Federal Regulations, Part 226.22 for DJUSD to vend meals to United Way.

This agreement supports an increase in staffing and higher quality food for students. The fiscal impact is \$300,000.

VENDOR #: A40700
AGREEMENT #:

**STANDARD AGREEMENT TO FURNISH FOOD SERVICE
BETWEEN A CHILD AND ADULT CARE FOOD PROGRAM AGENCY
AND A FOOD SERVICE VENDOR**

THIS ENTERED INTO ON THIS SEVENTH DAY OF AUGUST, 2015 BY
MONTH YEAR
AND BETWEEN UNITED WAY CALIFORNIA CAPITAL REGION, HEREINAFTER REFERRED TO AS THE
NAME OF AGENCY
AGENCY, AND DAVIS JOINT UNIFIED SCHOOL DISTRICT HEREINAFTER REFERRED TO AS THE
NAME OF FOOD SERVICE MANAGEMENT COMPANY
VENDOR.

WHEREAS, IT IS NOT WITHIN THE CAPABILITY OF THE AGENCY TO PREPARE SPECIFIED MEALS UNDER THE CHILD AND ADULT CARE FOOD PROGRAM (CACFP) FOR ENROLLED PARTICIPATING ADULTS; AND

WHEREAS, THE FACILITIES AND CAPABILITIES OF THE VENDOR ARE ADEQUATE TO PREPARE SPECIFIED MEALS FOR THE AGENCY'S FACILITY(IES); AND

WHEREAS, THE VENDOR IS WILLING TO PROVIDE SUCH SERVICES TO THE AGENCY ON A COST REIMBURSEMENT BASIS.

THEREFORE, BOTH PARTIES HERETO AGREE AS FOLLOWS:

THE VENDOR AGREES TO:

1. PREPARE THE MEALS (INCLUSIVE/EXCLUSIVE) OF MILK FOR Robla School District
NAME OF SITE
DELIVERY TO THE AGENCY AT MULTIPLE LOCATIONS BETWEEN 12-2PM
ADDRESS OF SITE TIME
EACH WEEKDAY, IN ACCORDANCE WITH THE NUMBER OF MEALS REQUESTED AND
* WEEKDAY OR AS APPROPRIATE
AT THE COST(S) PER MEAL LISTED BELOW:

BREAKFAST	\$	EACH	LUNCH	\$	EACH
SUPPLEMENT/SNACK	\$	EACH	SUPPER	\$ 2.65	EACH

2. ASSURE THE AGENCY THAT NO TITLE III(C) FUNDS HAVE BEEN APPLIED TO THE COST OF OR TITLE III(C) COMMODITIES USED FOR THE PREPARATION OF THESE MEALS.

* Negotiable time frame but should be no longer than 24 hours.

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3. PROVIDE THE AGENCY, FOR APPROVAL, A PROPOSED MENU FOR EACH MONTH AT LEAST * 14 DAYS PRIOR TO THE BEGINNING OF THE MONTH TO WHICH THE MENU APPLIES. ANY CHANGES TO THE MENU MADE AFTER AGENCY APPROVAL, MUST BE AGREED UPON BY THE AGENCY AND DOCUMENTED ON THE MENU RECORDS.
4. ASSURE THAT EACH MEAL PROVIDED TO THE AGENCY UNDER THIS CONTRACT MEETS THE MINIMUM REQUIREMENTS AS TO THE NUTRITIONAL CONTENT AS SPECIFIED BY THE CHILD AND ADULT CARE FOOD PROGRAM'S SCHEDULE B--MEAL PATTERN FOR OLDER CHILDREN (ATTACHED) WHICH IS EXCERPTED FROM THE TITLE 7 CODE OF FEDERAL REGULATIONS, PART 226.20.
5. MAINTAIN COST RECORDS SUCH AS INVOICES, RECEIPTS, AND/OR OTHER DOCUMENTATION THAT SHOWS THE PURCHASE, OR AVAILABILITY TO THE VENDOR, OF MEAL COMPONENTS, AS ITEMIZED IN THE MEAL PREPARATION RECORDS.
6. MAINTAIN FULL AND ACCURATE RECORDS WHICH DOCUMENT: (1) THE MENUS LISTING ALL MEALS PROVIDED TO THE AGENCY DURING THE TERM OF THIS CONTRACT; (2) A LISTING OF ALL NUTRITIONAL COMPONENTS OF EACH MEAL; AND, (3) AN ITEMIZATION OF THE QUANTITIES OF EACH COMPONENT USED TO PREPARE SAID MEAL. THE VENDOR AGREES TO PROVIDE MEAL PREPARATION DOCUMENTATION BY USING YIELD FACTORS FOR EACH FOOD ITEM AS LISTED IN THE USDA FOOD BUYING GUIDE WHEN CALCULATING AND RECORDING THE QUANTITY OF FOOD PREPARED FOR EACH MEAL.
7. MAINTAIN, ON A DAILY BASIS, AN ACCURATE COUNT OF THE NUMBER OF MEALS, BY MEAL TYPE, PREPARED FOR THE AGENCY. MEAL COUNT DOCUMENTATION MUST INCLUDE THE NUMBER OF MEALS REQUESTED BY THE AGENCY.
8. ALLOW THE AGENCY TO INCREASE OR DECREASE THE NUMBER OF MEAL ORDERS, AS NEEDED, WHEN THE REQUEST IS MADE WITHIN * 72 HOURS OF THE SCHEDULED DELIVERY TIME.
9. PRESENT TO THE AGENCY AN INVOICE, ACCOMPANIED BY REPORTS, NO LATER THAN THE * 10TH DAY OF EACH MONTH THAT ITEMIZES THE PREVIOUS MONTH'S DELIVERY. THE VENDOR AGREES TO FORFEIT PAYMENT FOR MEALS WHICH ARE NOT READY WITHIN 1 HOUR OF THE AGREED UPON DELIVERY TIME, ARE SPOILED, OR UNWHOLESOME AT THE TIME OF DELIVERY, OR DO NOT OTHERWISE MEET THE MEAL REQUIREMENTS CONTAINED IN THIS AGREEMENT.
10. PROVIDE THE AGENCY WITH A COPY OF CURRENT HEALTH CERTIFICATIONS FOR THE FOOD SERVICE FACILITY IN WHICH IT PREPARES MEALS FOR USE IN THE CACFP. THE VENDOR SHALL ENSURE THAT ALL HEALTH AND SANITATION REQUIREMENTS OF THE CALIFORNIA RETAIL FOOD FACILITIES LAW AND CHAPTER 4 OF THE CALIFORNIA HEALTH AND SAFETY CODE ARE MET AT ALL TIMES.
11. OPERATE IN ACCORDANCE WITH CURRENT CACFP REGULATIONS.
12. RETAIN ALL REQUIRED RECORDS FOR A PERIOD OF THREE (3) YEARS AFTER THE END OF THE FISCAL YEAR TO WHICH THEY PERTAIN (OR LONGER, IF AN AUDIT IS IN PROGRESS) AND, UPON REQUEST, MAKE ALL ACCOUNTS AND RECORDS PERTAINING TO THE AGREEMENT AVAILABLE TO THE CERTIFIED PUBLIC ACCOUNTANT HIRED BY THE AGENCY, REPRESENTATIVES OF THE CALIFORNIA STATE DEPARTMENT OF EDUCATION, THE U. S. DEPARTMENT OF AGRICULTURE, AND THE U.S. GENERAL ACCOUNTING OFFICE FOR AUDIT OR ADMINISTRATIVE REVIEW AT A REASONABLE TIME AND PLACE.
13. NOT SUBCONTRACT FOR THE TOTAL MEAL, WITH OR WITHOUT MILK, OR FOR THE ASSEMBLY OF THE MEAL.

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THE VENDOR CERTIFIES:

1. NEITHER IT NOR ITS PRINCIPALS ARE PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM PARTICIPATION IN THIS TRANSACTION BY ANY FEDERAL DEPARTMENT OR AGENCY.

WHERE THE BIDDER IS UNABLE TO CERTIFY TO ANY OF THE STATEMENTS IN THIS CERTIFICATION, SUCH AGENCY SHALL ATTACH AN EXPLANATION TO THIS PROPOSAL.

2. AS REQUIRED BY THE STATE DRUG-FREE WORKPLACE ACT OF 1990 (GOVERNMENT CODE SECTION 8350 ET. SEQ.) AND THE FEDERAL DRUG-FREE WORKPLACE ACT OF 1988, AND IMPLEMENTED AT TITLE 34 CODE OF FEDERAL REGULATIONS, PART 85, SUBPART F, FOR GRANTEES, AS DEFINED AT TITLE 34 CODE OF FEDERAL REGULATIONS, PART 85, SECTIONS 85.605 AND 85.610, THE BIDDER CERTIFIES THAT IT WILL CONTINUE TO PROVIDE A DRUG-FREE WORKPLACE.

THE AGENCY AGREES TO:

1. REQUEST BY TELEPHONE NO LATER THAN 5 PM, Tuesday AN ACCURATE NUMBER OF
TIME OF DAY AND DAY OF WEEK
MEALS TO BE DELIVERED TO THE AGENCY ON EACH WEEKDAY. NOTIFY THE
WEEKDAY OR AS APPROPRIATE
VENDOR OF NECESSARY INCREASES OR DECREASES IN THE NUMBER OF MEAL ORDERS WITHIN * 48 HOURS OF THE SCHEDULED DELIVERY TIME. ERRORS IN MEAL ORDER COUNTS MADE BY THE AGENCY SHALL BE THE RESPONSIBILITY OF THE AGENCY.
2. ENSURE THAT AN AGENCY REPRESENTATIVE RECEIVES THE MEALS FOR EACH SITE, AT THE SPECIFIED TIME ON EACH SPECIFIED DAY. THIS INDIVIDUAL WILL INSPECT AND SIGN FOR THE REQUESTED NUMBER OF MEALS. THIS INDIVIDUAL WILL VERIFY THE TEMPERATURE, QUALITY, AND QUANTITY OF EACH MEAL DELIVERED. THE AGENCY ASSURES THE VENDOR THAT THIS INDIVIDUAL WILL BE TRAINED AND KNOWLEDGEABLE IN THE RECORD KEEPING AND MEAL REQUIREMENTS OF THE CACFP, AND IN HEALTH AND SANITATION PRACTICES.
3. PROVIDE PERSONNEL TO SERVE MEALS, CLEAN THE SERVING AND EATING AREAS, AND ASSEMBLE TRANSPORT CARTS AND AUXILIARY ITEMS FOR RETURN TO THE VENDOR NO LATER THAN N/A.
TIME EACH DAY
4. NOTIFY THE VENDOR WITHIN 14 DAYS OF RECEIPT OF THE NEXT MONTH'S PROPOSED MENU OF ANY CHANGES CHANGES, ADDITIONS, OR DELETIONS, WHICH WILL BE REQUIRED IN THE MENU REQUEST.
5. PROVIDE THE VENDOR WITH A COPY OF TITLE 7 CODE OF FEDERAL REGULATIONS, PART 226; THE CHILD AND ADULT CARE FOOD PROGRAM SCHEDULE B--MEAL PATTERN FOR OLDER CHILDREN; AND THE USDA FOOD BUYING GUIDE (AS APPLICABLE); AND ALL OTHER TECHNICAL ASSISTANCE MATERIALS PERTAINING TO THE FOOD SERVICE REQUIREMENTS OF THE CACFP. THE AGENCY WILL, WITHIN 24 HOURS OF RECEIPT FROM THE STATE AGENCY, ADVISE THE VENDOR OF ANY CHANGES IN THE FOOD SERVICE REQUIREMENTS OF THE CACFP.

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6. PAY THE VENDOR BY THE 30TH DAY OF EACH MONTH THE FULL AMOUNT AS PRESENTED ON THE MONTHLY ITEMIZED INVOICE. THE AGENCY AGREES TO NOTIFY THE VENDOR WITHIN 48 HOURS OF RECEIPT OF ANY DISCREPANCY IN THE INVOICE

TERMS OF THE AGREEMENT:

AUGUST 17, 2015

THIS AGREEMENT WILL TAKE EFFECT COMMENCING _____ AND SHALL BE FOR A PERIOD _____ DATE

OF ONE CALENDAR YEAR. IT MAY BE TERMINATED BY WRITTEN NOTIFICATION GIVEN BY EITHER PARTY HERETO THE OTHER PARTY AT LEAST 30 DAYS PRIOR TO THE DATE OF TERMINATION.

SCHOOL FOOD AUTHORITY VENDING TO AN AGENCY:

PER TITLE 7, CODE OF FEDERAL REGULATIONS, PART 226.20 (O), AGENCIES WHICH VEND FROM A SCHOOL THAT PARTICIPATES IN THE NATIONAL SCHOOL LUNCH AND SCHOOL BREAKFAST PROGRAMS MAY USE THE SCHOOL'S MEAL PATTERN. ENTER THE SCHOOL MEAL INITIATIVE (SMI) PLANNING OPTION(S) YOU WILL USE AND SUBMIT A MENU TO THE AGENCY FOR NSD'S APPROVAL IF YOU WILL NOT USE THE STANDARD CACFP MEAL PATTERN:

If the Agency agrees to the menu planning option, the school will train the Agency by: _____

AGENCY:

Agrees to allow the school to use the SMI menu planning option noted above (submit menu for NSD's approval):

Yes No

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATES INDICATED BELOW:

VENDOR OFFICIAL SIGNATURE	AGENCY OFFICIAL SIGNATURE
VENDOR OFFICIAL NAME (PLEASE TYPE)	AGENCY OFFICIAL NAME (PLEASE TYPE) STEPHANIE BRAY
TITLE	TITLE PRESIDENT & CEO
TELEPHONE NUMBER	TELEPHONE NUMBER (916) 856-3939
DATE	DATE

**SCHEDULE B
CHILD AND ADULT CARE FOOD PROGRAM
MEAL PATTERN FOR OLDER CHILDREN**

NSD 2050B (REV. 07/03)

VENDOR #: A40700
AGREEMENT #:

BREAKFAST	AGES ONE THROUGH TWO YEARS	AGES THREE THROUGH FIVE YEARS	AGES SIX THROUGH TWELVE YEARS
MILK, FLUID (2 YEARS AND OLDER MUST BE SERVED 1% OR NON-FAT)	½ CUP	¾ CUP	1 CUP
VEGETABLE, FRUIT, OR FULL-STRENGTH (100%) JUICE	¼ CUP	½ CUP	½ CUP
GRAINS/BREADS (WHOLE GRAIN OR ENRICHED): BREAD OR ROLLS, MUFFINS, ETC. OR COLD DRY CEREAL (VOLUME OR WEIGHT, WHICHEVER IS LESS) OR COOKED CEREAL, PASTA, NOODLE PRODUCTS, OR CEREAL GRAINS	½ SLICE ½ SERVING ¼ CUP OR ½ OZ ¼ CUP	½ SLICE ½ SERVING ⅓ CUP OR ½ OZ ¼ CUP	1 SLICE 1 SERVING ¾ CUP OR 1 OZ ½ CUP
LUNCH OR SUPPER			
MILK, FLUID (2 years and older must be served 1% or NON- FAT)	½ CUP	¾ CUP	1 CUP
VEGETABLE AND/OR FRUIT (TWO OR MORE KINDS)	¼ CUP TOTAL	½ CUP TOTAL	¾ CUP TOTAL
GRAINS/BREAD (WHOLE GRAIN OR ENRICHED): BREAD OR ROLLS, MUFFINS, ETC. OR COOKED PASTA, NOODLE PRODUCTS, OR CEREAL GRAINS	½ SLICE ½ SERVING ¼ CUP	½ SLICE ½ SERVING ¼ CUP	1 SLICE 1 SERVING ½ CUP
MEAT/MEAT ALTERNATES LEAN MEAT, FISH, OR POULTRY (EDIBLE PORTION AS SERVED) OR ALTERNATE PROTEIN PRODUCTS ***** OR CHEESE (NATURAL OR PROCESSED) OR COTTAGE CHEESE, CHEESE FOOD/CHEESE SPREAD SUBSTITUTE OR EGG (LARGE) OR COOKED DRIED BEANS OR DRIED PEAS * OR PEANUT BUTTER, REDUCED-FAT PEANUT BUTTER, SOY NUT BUTTER, OR OTHER NUT OR SEED BUTTERS OR PEANUTS, SOY NUTS, TREE NUTS, ROASTED PEAS, OR SEEDS** OR YOGURT, PLAIN OR FLAVORED, UNSWEETENED OR SWEETENED OR AN EQUIVALENT QUANTITY OF ANY COMBINATION OF THE ABOVE MEAT/MEAT ALTERNATES	1 OZ 1 OZ 1 OZ ¼ CUP OR 2 OZ ½ EGG ¼ CUP 2 TBSP ½ OZ** ½ CUP OR 4 OZ	1½ OZ 1½ OZ 1½ OZ ⅔ CUP OR 3 OZ ¾ EGG ⅔ CUP 3 TBSP ¾ OZ** ¾ CUP OR 6 OZ	2 OZ 2 OZ 2 OZ ½ CUP OR 4 OZ 1 EGG ½ CUP 4 TBSP 1 OZ** 1 CUP OR 8 OZ
SNACKS (SELECT TWO OF THESE FOUR COMPONENTS)***			
MILK, FLUID (2 YEARS AND OLDER MUST BE SERVED 1% OR NON-FAT)	½ CUP	½ CUP	1 CUP
VEGETABLE, FRUIT, OR FULL-STRENGTH (100%) JUICE	½ CUP	½ CUP	¾ CUP
GRAINS OR BREADS (WHOLE GRAIN OR ENRICHED): BREAD OR ROLLS, MUFFINS, ETC. OR COLD DRY CEREAL (VOLUME OR WEIGHT, WHICHEVER IS LESS) OR COOKED CEREAL, PASTA, NOODLE PRODUCTS, OR CEREAL GRAINS	½ SLICE ½ SERVING ¼ CUP OR ½ OZ ¼ CUP	½ SLICE ½ SERVING ⅓ CUP OR ½ OZ ¼ CUP	1 SLICE 1 SERVING ¾ CUP OR 1 OZ ½ CUP
MEAT/MEAT ALTERNATES LEAN MEAT, FISH, OR POULTRY (EDIBLE PORTION AS SERVED) OR ALTERNATE PROTEIN PRODUCTS ***** OR CHEESE (NATURAL OR PROCESSED) OR COTTAGE CHEESE, CHEESE FOOD/CHEESE SPREAD SUBSTITUTE OR EGG (LARGE) OR YOGURT, PLAIN OR FLAVORED, UNSWEETENED OR SWEETENED**** OR COOKED DRIED BEANS OR DRIED PEAS* OR PEANUT BUTTER, REDUCED-FAT PEANUT BUTTER, SOY NUT BUTTER, OR OTHER NUT OR SEED BUTTERS OR PEANUTS, SOY NUTS, TREE NUTS, ROASTED PEAS, OR SEEDS OR AN EQUIVALENT QUANTITY OF ANY COMBINATION OF THE ABOVE MEAT/MEAT ALTERNATES	½ OZ ½ OZ ½ OZ ⅓ CUP OR 1 OZ ½ EGG ¼ CUP ⅓ CUP 1 TBSP ½ OZ	½ OZ ½ OZ ½ OZ ⅓ CUP OR 1 OZ ½ EGG ¼ CUP ⅓ CUP 1 TBSP ½ OZ	1 OZ 1 OZ 1 OZ ¼ CUP OR 2 OZ ½ EGG ½ CUP ¼ CUP 2 TBSP 1 OZ

SCHEDULE B
CHILD AND ADULT CARE FOOD PROGRAM
MEAL PATTERN FOR OLDER CHILDREN

NSD 2050B (REV. 07/03)

- * DRIED BEANS OR DRIED PEAS MAY BE USED AS A MEAT ALTERNATE OR AS A VEGETABLE COMPONENT; BUT **CANNOT** BE COUNTED AS BOTH COMPONENTS IN THE SAME MEAL.
- ** NO MORE THAN 50 PERCENT OF THE REQUIREMENT SHALL BE MET WITH NUTS OR SEEDS. NUTS OR SEEDS SHALL BE COMBINED WITH ANOTHER MEAT/MEAT ALTERNATE TO FULFILL THE REQUIREMENT. TO DETERMINE COMBINATIONS, 1 OZ. OF NUTS OR SEEDS IS EQUAL TO 1 OZ. OF COOKED LEAN MEAT, POULTRY, OR FISH. ROASTED PEAS CAN COUNT AS A MEAT ALTERNATE OR VEGETABLE COMPONENT, BUT CANNOT BE COUNTED AS BOTH IN THE SAME MEAL.
- *** JUICE **CANNOT** BE SERVED WHEN MILK IS SERVED AS THE ONLY OTHER COMPONENT.
- **** IF YOGURT IS USED AS THE MEAT COMPONENT IN SUPPLEMENTS, MILK **CANNOT** BE USED TO SATISFY THE SECOND COMPONENT REQUIREMENT. COMMERCIALY ADDED FRUIT OR NUTS IN FLAVORED YOGURT **CANNOT** BE USED TO SATISFY THE SECOND COMPONENT REQUIREMENT IN SUPPLEMENTS.

INSTRUCTIONS FOR USE

CHILD CARE STANDARD FOOD SERVICE VENDING AGREEMENT (DELIVERY)

The attached sample is a *Standard Agreement To Furnish Food Service* in the Child and Adult Care Food Program (CACFP); it can be used when an agency (or center) contracts with a food service vendor for meals that will be claimed for reimbursement under the CACFP. This agreement can be used when you contract with a school or other authorized public entity for the purchase of meals. If you contract with a commercial vendor or non-public agency, this agreement may be used **only** if the annual aggregate value of your food service contract is less than the limits specified below. If the annual aggregate value of the food service contract is over the limits identified below, formal contracting procedures, as outlined in Title 7 Code of Federal Regulations, Part 226.22, **are required**.

Public and Private Agencies: For purchases of meals, food, supplies, equipment, and other goods and services with an aggregate cost over \$150,000 in a fiscal year, you must follow formal bid procedures. Small purchase procedures are allowed only if the aggregate cost is less than \$150,000.

The agreement must be signed by both the agency and the vendor. This agreement contains the requirements outlined in the Code of Federal Regulations. **No deletions of clauses or items will be allowed without the approval of the Nutrition Services Division.** The *Schedule B -- Meal Pattern for Older Children* is a required part of the agreement. Additional clauses may be added to bring the agreement into conformance with applicable State or local laws governing your agency. And, if approved by the Nutrition Services Division, additional clauses may be added by either the agency or the vendor.

If you are a public agency, you can use your customary form of contract **if that form incorporates all of the provisions set forth in Sec. 226.6(i) of the Code of Federal Regulations**. A request to use your customary form must be submitted in writing to the Nutrition Services Division prior to the execution of the contract.

An agreement is valid for one year only. A new agreement must be executed annually. Submit a photocopy of each annual agreement to the CACFP for review **prior** to beginning program operations covered under the agreement. Copies of the completed agreement and all amendments must be retained by both the agency and the vendor. If only one original agreement is signed, we recommend that you retain it in your files.

If you have any questions regarding the use of this agreement or need clarification of the regulatory requirements for contracting, please call the Nutrition Services Division at (916) 445-0850 or toll free at (800) 952-5609.