

VENDOR #: N59100

CNIPS ID #:

**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 DAY OF JULY 5TH, 2018 BY  
MONTH YEAR

AND BETWEEN CENTRAL CALIFORNIA CHILD DEVELOPMENT SERVICES, HEREINAFTER REFERRED TO AS THE  
NAME OF AGENCY

AGENCY, AND SYLVAN UNION SCHOOL DISTRICT, HEREINAFTER REFERRED TO AS THE  
NAME OF VENDOR/FOOD SERVICE MANAGEMENT COMPANY  
VENDOR.

**WHEREAS**, IT IS NOT WITHIN THE CAPABILITY OF THE AGENCY TO PREPARE SPECIFIED MEALS UNDER THE CACFP FOR ENROLLED PARTICIPANTS; 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 TO RIVERBANK CHILD DEVELOPMENT CENTER  
NAME OF SITE (ATTACH SHEET IF MULTIPLE)  
7:30 AM  
DELIVERY TO THE AGENCY AT 6443 ESTELLE AVE. RIVERBANK CA. 95367 BY BREAKFAST  
LUNCH AND SNACK 10:30 AM.  
EACH MONDAY THROUGH FRIDAY, IN ACCORDANCE WITH THE NUMBER OF MEALS REQUESTED AND  
\* WEEKDAY OR SPECIFIC DAYS AS

APPROPRIATE

AT THE COST(S) PER MEAL LISTED BELOW:

BREAKFAST	<u>\$ 1.75</u>	EACH	LUNCH	<u>3.52</u>	EACH
SUPPLEMENT/SNACK		EACH	SUPPER		EACH
	<u>\$ .90</u>			<u>\$</u>	

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.

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

---

3. PROVIDE THE AGENCY, FOR APPROVAL, A PROPOSED MENU FOR EACH MONTH AT LEAST\* 10 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 SCHEDULE B—MEAL PATTERN (ATTACHED) WHICH IS EXCERPTED FROM 7 CFR, SECTION 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 U. S. DEPARTMENT OF AGRICULTURE (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\* 12 HOURS OF THE SCHEDULED DELIVERY TIME.
9. PRESENT TO THE AGENCY AN INVOICE, ACCOMPANIED BY REPORTS, NO LATER THAN THE\* 5th DAY OF EACH MONTH THAT ITEMIZES THE PREVIOUS MONTH'S DELIVERY. THE VENDOR AGREES TO FORFEIT PAYMENT FOR MEALS WHICH ARE NOT READY WITHIN ONE 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 CODE* 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 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 AGENCY, REPRESENTATIVES OF THE CALIFORNIA DEPARTMENT OF EDUCATION, THE USDA, 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.

---

\*Negotiable time frame

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

---

**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 (34 CFR), PART 85, SUBPART F, FOR GRANTEES, AS DEFINED AT 34 CFR, 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 2:00 the previous day, AN ACCURATE NUMBER OF  
TIME OF DAY AND DAY OF WEEK

MEALS TO BE DELIVERED TO THE AGENCY ON EACH Monday through Friday. NOTIFY THE  
WEEKDAY OR SPECIFIC DAYS AS APPROPRIATE

VENDOR OF NECESSARY INCREASES OR DECREASES IN THE NUMBER OF MEAL ORDERS WITHIN\* 12 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 10:30 AM  
TIME EACH DAY
4. NOTIFY THE VENDOR WITHIN 5 DAYS OF RECEIPT OF THE NEXT MONTH'S PROPOSED MENU OF ANY CHANGES, ADDITIONS, OR DELETIONS, WHICH WILL BE REQUIRED IN THE MENU REQUEST.
5. PROVIDE THE VENDOR WITH A COPY OF 7 CFR, PART 226; THE CACFP SCHEDULE B—MEAL PATTERN; 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.

---

\*Negotiable time frame

VENDOR #: N59100

CNIPS ID #:

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

6. PAY THE VENDOR BY THE 15th 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:**


THIS AGREEMENT WILL TAKE EFFECT COMMENCING JULY 5<sup>TH</sup> 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 7 CFR, SECTION 226.20(i), AGENCIES WHO SERVE MEALS TO CHILDREN 5 YEARS AND OLDER AND VEND FROM A SCHOOL THAT PARTICIPATES IN THE NATIONAL SCHOOL LUNCH AND SCHOOL BREAKFAST PROGRAMS MAY USE THE NATIONAL SCHOOL LUNCH MEAL PATTERN. ENTER THE MEAL PATTERN YOU WILL USE: CACFP.

**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) DEBRA HENDRICKS	AGENCY OFFICIAL NAME (PLEASE TYPE) CONCHA ALVAREZ
TITLE SUPERINTENDENT OF SCHOOLS	TITLE EXECUTIVE DIRECTOR
PHONE NUMBER (209) 574-5000	PHONE NUMBER (209) 581-9000
DATE	DATE 7/5/2018

**SCHEDULE B—NSD 2050B**

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

<b>BREAKFAST (SELECT ALL THREE COMPONENTS)<sup>1</sup></b>	<b>AGES 1–2</b>	<b>AGES 3–5</b>	<b>AGES 6–12</b>	<b>AGES 13–18<sup>2</sup></b>
MILK, FL <sup>3</sup>	½ CUP (4 OZ)	¾ CUP (6 OZ)	1 CUP (8 OZ)	1 CUP (8 OZ)
VEGETABLE, FRUIT, OR BOTH <sup>4</sup>	¼ CUP	½ CUP	½ CUP	½ CUP
GRAINS <sup>5, 6, 7</sup> WGR OR ENRICHED BREAD OR WGR OR ENRICHED BISCUIT, ROLL, MUFFIN, ETC. OR WGR, ENRICHED, OR FORTIFIED COOKED BREAKFAST CEREAL <sup>8</sup> , CEREAL GRAIN, AND/OR PASTA OR WGR, ENRICHED OR FORTIFIED READY-TO-EAT BREAKFAST CEREAL (DRY COLD) <sup>8, 9</sup> FLAKES OR ROUNDS PUFFED CEREAL GRANOLA	½ SLICE ½ SERVING ¼ CUP  ½ CUP ¾ CUP ½ CUP	½ SLICE ½ SERVING ¼ CUP  ½ CUP ¾ CUP ½ CUP	1 SLICE 1 SERVING ½ CUP  1 CUP 1¼ CUP ¼ CUP	1 SLICE 1 SERVING ½ CUP  1 CUP 1¼ CUP ¼ CUP
<b>LUNCH OR SUPPER (SELECT ALL FIVE COMPONENTS)<sup>1</sup></b>				
MILK, FL <sup>3</sup>	½ CUP	¾ CUP	1 CUP	1 CUP
VEGETABLES <sup>4</sup>	½ CUP	¼ CUP	½ CUP	½ CUP
FRUITS <sup>4, 10</sup>	½ CUP	¼ CUP	¼ CUP	¼ CUP
GRAINS <sup>6, 7</sup> WGR OR ENRICHED BREAD OR WGR OR ENRICHED BISCUIT, ROLL, MUFFIN, ETC. WGR, ENRICHED OR FORTIFIED COOKED BREAKFAST CEREAL <sup>8</sup> , CEREAL GRAIN, AND/OR PASTA	½ SLICE ½ SERVING ¼ CUP	½ SLICE ½ SERVING ¼ CUP	1 SLICE 1 SERVING ½ CUP	1 SLICE 1 SERVING ½ CUP
MEAT/MEAT ALTERNATES (M/MA) LEAN MEAT, FISH, OR POULTRY OR TOFU, SOY PRODUCT, OR ALTERNATE PROTEIN PRODUCTS <sup>11</sup> OR CHEESE OR EGG (LARGE) OR COOKED DRY BEANS OR DRY PEAS <sup>12</sup> OR PEANUT BUTTER, SOY NUT BUTTER, OR OTHER NUT OR SEED BUTTERS OR PEANUTS, SOY NUTS, TREE NUTS, OR SEEDS <sup>13</sup> OR YOGURT, PLAIN OR FLAVORED, UNSWEETENED OR SWEETENED <sup>14</sup>	1 OZ 1 OZ 1 OZ ½ EGG ¼ CUP 2 TBSP  ½ OZ ½ CUP OR 4 OZ	1½ OZ 1½ OZ 1½ OZ ¾ EGG ¾ CUP 3 TBSP  ¾ OZ ¾ CUP OR 6 OZ	2 OZ 2 OZ 2 OZ 1 EGG ½ CUP 4 TBSP  1 OZ 1 CUP OR 8 OZ	2 OZ 2 OZ 2 OZ 1 EGG ½ CUP 4 TBSP  1 OZ 1 CUP OR 8 OZ

**SCHEDULE B—NSD 2050B**

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

SNACKS (SELECT TWO OF THESE FIVE COMPONENTS) <sup>15</sup>	AGES 1–2	AGES 3–5	AGES 6–12	AGES 13–18 <sup>2</sup>
MILK, FL <sup>3</sup>	½ CUP (4 OZ)	½ CUP (4 OZ)	1 CUP (8 OZ)	1 CUP (8 OZ)
VEGETABLES <sup>4</sup>	½ CUP	½ CUP	¾ CUP	¾ CUP
FRUITS <sup>4</sup>	½ CUP	½ CUP	¾ CUP	¾ CUP
GRAINS <sup>6, 7</sup> WGR OR ENRICHED BREAD OR WGR OR ENRICHED BISCUIT, ROLL, MUFFIN, ETC. OR WGR, ENRICHED, OR FORTIFIED COOKED BREAKFAST CEREAL <sup>8</sup> , CEREAL GRAIN, AND/OR PASTA OR WGR, ENRICHED, OR FORTIFIED READY-TO-EAT BREAKFAST CEREAL (DRY COLD) <sup>8, 9</sup> FLAKES OR ROUNDS PUFFED CEREAL GRANOLA	½ SLICE ½ SERVING ¼ CUP  ½ CUP ¾ CUP ½ CUP	½ SLICE ½ SERVING ¼ CUP  ½ CUP ¾ CUP ½ CUP	1 SLICE 1 SERVING ½ CUP  1 CUP 1¼ CUP ¼ CUP	1 SLICE 1 SERVING ½ CUP  1 CUP 1¼ CUP ¼ CUP
M/MA LEAN MEAT, FISH, OR POULTRY OR TOFU, SOY PRODUCT, OR ALTERNATE PROTEIN PRODUCTS <sup>11</sup> OR CHEESE OR EGG (LARGE) OR YOGURT, PLAIN OR FLAVORED, UNSWEETENED OR SWEETENED <sup>14, 16</sup> OR COOKED DRY BEANS OR DRY PEAS <sup>12</sup> OR PEANUT BUTTER, SOY NUT BUTTER, OR OTHER NUT OR SEED BUTTERS OR PEANUTS, SOY NUTS, TREE NUTS, OR SEEDS	½ OZ ½ OZ ½ OZ ½ EGG ¼ CUP ½ CUP 1 TBSP  ½ OZ	½ OZ ½ OZ ½ OZ ½ EGG ¼ CUP ½ CUP 1 TBSP  ½ OZ	1 OZ 1 OZ 1 OZ ½ EGG ¼ CUP ¼ CUP 2 TBSP  1 OZ	1 OZ 1 OZ 1 OZ ½ EGG ¼ CUP ¼ CUP 2 TBSP  1 OZ

<sup>1</sup> Offer versus serve is an option for at-risk afterschool participants only.

<sup>2</sup> Age group applies to at-risk programs and emergency shelters. Larger portion sizes than specified may need to be served to children ages 13–18 to meet their nutritional needs.

<sup>3</sup> Must serve unflavored whole milk to children age one. Must serve unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children ages 2–5. Must serve unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk to children six years and older.

<sup>4</sup> Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

<sup>5</sup> M/MA may be used to meet the entire grains requirement a maximum of three times a week for breakfast. One oz of M/MA is equal to 1 oz eq of grains.

<sup>6</sup> At least one serving per day, across all eating occasions, must be WGR. Grain-based desserts do not count towards meeting the grains requirement.

<sup>7</sup> Beginning October 1, 2019, oz eq are used to determine the quantity of creditable grains.

<sup>8</sup> Breakfast cereals must contain no more than 6 g of sugar per dry oz (no more than 21.2 g sucrose and other sugars per 100 g of dry cereal).

<sup>9</sup> Beginning October 1, 2019, the minimum serving size specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is ¼ cup for children ages 1–2; ½ cup for children ages 3–5; and ¾ cup for children ages 6–18.

<sup>10</sup> A vegetable may be used to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different types of vegetables must be served.

<sup>11</sup> Alternate protein products must meet the requirements in Appendix A per 7 CFR, Section 226.20.

<sup>12</sup> Cooked dry beans or dry peas may be used as a meat alternate or as a vegetable component; but cannot be counted as both components in the same meal.

<sup>13</sup> No more than 50 percent of the requirement shall be met with nuts (peanuts, soy nuts, tree nuts) or seeds. Nuts or seeds shall be combined with another M/MA 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.

<sup>14</sup> Yogurt must contain no more than 23 g of total sugars per 6 oz.

<sup>15</sup> Juice cannot be served when milk is served as the only other component.

<sup>16</sup> Commercially added fruit or nuts in flavored yogurt cannot be used to satisfy the second component requirement in snacks.

## Offer versus Serve

### NONDISCRIMINATION STATEMENT

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.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the agency (state or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at 800-877-8339. Additionally, program information may be made available in languages other than English.

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
- (3) E-mail: [program.intake@usda.gov](mailto:program.intake@usda.gov)

This institution is an equal opportunity provider.