

SFSP VENDOR AGREEMENT TO PROVIDE MEALS/SNACKS

Indiana Department of Education/School and Community Nutrition

THIS AGREEMENT is executed between:

, referred to as “the Vendor”, AND

(Name of Vendor)

, referred to as “the Institution”

(Name of Institution)

For meals served at: See Site List

(Site location and site name, if different from Agency name)

The Vendor agrees to operate in accordance with SFSP regulation 7 CFR 225 and the terms of this agreement, A-F below:

- A. That its food preparation facility is adequate to prepare the required number of meals and snacks
- B. Has a current federal, state, or local health certification (will provide a copy upon the Institution’s request)
- C. Adheres to the federal, state and local health and sanitation requirements
- D. Will provide meals/snacks that contain the required meal components and minimum portion sizes in accordance with the current SFSP Meal Pattern.

SFSP Meal Pattern Requirements: <https://www.fns.usda.gov/sfsp/meal-patterns>

E. Will record the following information (1-4) for each meal/snack (at minimum):

- 1. The number of meals provided/delivered;
- 2. All foods provided to meet the required meal components of each meal;
- 3. The actual serving sizes for each food item; and
- 4. The total quantities of all foods (optional unless requested by the Institution)

F. Will provide the following documentation to the Institution:

- 1. Dated menus for all meals/snacks (provided to Institution in advance)
- 2. At least one of the following documents listing the information specified in E (1-4 above), either prior to OR at the time of delivery or pick-up:

CHECK AT LEAST ONE BOX

- Daily delivery slip records
- Other documentation that adequately provides quantity information of food items

Specify:

3. As applicable to combination foods that will be served:

Combination foods are those that contain more than one food component (i.e. both meat & grain)

CHECK AT LEAST ONE BOX

- Child Nutrition (CN) Labels or equivalent documentation** providing the meal pattern contribution information per serving (i.e. for commercially prepared breaded meats, ravioli, pre-cooked meat); **and/or**
- Standardized Recipes for in-house prepared dishes** (i.e. chicken noodle casserole, tater tot casserole); **or**
- Not Applicable** (combination foods, either commercially prepared or prepared in-house, will not be provided as part of the meals/snacks.)

4. **Product Information** (Package, picture, or a copy of product package with name of item, Nutrition Facts Label and Ingredients) for the following items (if served): Breakfast Cereal, Yogurt, Tofu, Whole Grain or Whole Grain-Rich Foods

THE INSTITUTION AND VENDOR MUST:

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 THE STATE AGENCY, OF THE DEPARTMENT, AND OF THE US GENERAL ACCOUNTING OFFICE AT ANY REASONABLE TIME AND PLACE, FOR A PERIOD OF THREE YEARS FOR THE DATE OF RECEIPT OF FINAL PAYMENT UNDER THE AGREEMENT, OR IN CASE WHERE AN AUDIT REQUESTED BY THE STATE AGENCY OR THE DEPARTMENT REMAINS UNRESOLVED, UNTIL SUCH TIME AS THE AUDIT IS RESOLVED.

The Institution agrees to its responsibility for monitoring the Vendor for compliance with the terms of this agreement, including the review of the Vendor’s meal documentation, as specified in section F1-F4 above, to assure that the provided meals meet the SFSP meal pattern requirements prior to submitting SFSP reimbursement claims for these meals. The Institution may only claim meals/snacks that are fully compliant with the meal pattern.

G.	The Vendor will provide the following prepared meals:	<input type="checkbox"/> Breakfast <input type="checkbox"/> AM Snack <input type="checkbox"/> Lunch <input type="checkbox"/> PMSnack <input type="checkbox"/> Supper		
H.	Meals/snacks will be:	<input type="checkbox"/> Unitized (individual packaged meals) <input type="checkbox"/> Non-unitized		
I.	Milk will be:	<input type="checkbox"/> Provided by the Vendor <input type="checkbox"/> Must be purchased by the Institution		
J.	Meals/snacks will be:	<input type="checkbox"/> delivered <input type="checkbox"/> picked up	by the <input type="checkbox"/> Vendor <input type="checkbox"/> Institution at _____ (Time of delivery/pickup)	
K.	Proper containers to maintain required temperatures of food and milk while in transit will be provided by:	<input type="checkbox"/> Vendor <input type="checkbox"/> Institution (check one)		
L.	Meal substitutions for participants with special dietary needs will be provided by:	<input type="checkbox"/> Vendor <input type="checkbox"/> Institution (check one)		

L. The number of meals and cost of meals to be supplied will be as follows. When determining the number of meals to be supplied, consider the number of participants and ensure that all participants receive at least the minimum amount of each required meal component in accordance with SFSP meal pattern requirements.

Meal	Number*	Price per Meal	
Breakfast		\$	each
AM Snack		\$	each
Lunch		\$	each
PM Snack		\$	each
Supper		\$	each

***The Institution may increase or decrease the number of meals:** _____

↑SPECIFY FREQUENCY SUCH AS WEEKLY OR DAILY ↑

by:

↑SPECIFY THE TIME/DAY AND METHOD FOR ADJUSTING ↑

The Institution will not pay the Vendor for meals delivered outside of the agreed upon delivery time, that do not meet sanitation and safety requirements at the time of delivery, and/or that do not meet SFSP meal pattern requirements. IN FURTHER AGREEMENT, the Vendor, in carrying out the provisions of the SFSP Regulations and this agreement, will invoice the Institution detailing the total number of meals and snacks supplied, by meal type, and the total charge no less frequently than monthly.

SPECIFY THE INVOICE PERIOD →

USDA Assurance of Civil Rights Compliance

- 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.

Indiana Assurance of Civil Rights Compliance

This assurance is provided pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Breach of this assurance may be regarded as a material breach of this Agreement, but nothing in this assurance shall be construed to imply or establish an employment relationship between the State Agency and any applicant or employee of the Sponsor or any subcontractor.

Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Sponsor covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's: race, color, national origin, religion, sex, age, disability,

ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Sponsor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

A copy of this completed form must be returned to the Indiana Department Of Education (IDOE) along with:

- [Site List](#) for Vended Meals (when meals are vended to more than one site)
- A copy of the vendor's public health inspection certificate
- [Independent Price Determination Certificate](#) (signed by CACFP Institution and Vendor)
- [Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion](#) (signed by Vendor)
- [Clean Air and Water Certificate](#) (signed by CACFP Institution and Vendor, only for contracts over \$100,000)
- [Certification Regarding Lobbying](#) (signed by Vendor, only for contracts over \$100,000)

Estimate Annual Contract Value:

Item #	Name	Unit	Estimated Annual Quantity	Vendors Unit Price	*Vendors Extended Cost
1	<i>Breakfast</i>	<i>meal</i>			
2	<i>Lunch</i>	<i>meal</i>			
3	<i>Snack</i>	<i>meal</i>			
4	<i>Supper</i>	<i>meal</i>			
5	<i>Milk</i>	<i>carton</i>			
<i>*Vendors Extended Cost = (Estimated Annual Quantity) X (Vendors Unit Price)</i>					
Total Extended Cost:					

THIS AGREEMENT IS EFFECTIVE AS OF _____ UNTIL _____
(Date) (Date)

It may be terminated by written notice by either party to the other at least thirty (30) days prior to the date of termination. The following parties have executed this Agreement, effective the month, day, and year specified above.

(Vendor Representative)	(Institution's SFSP Authorized Representative)
(Title) (Date)	(Title) (Date)

SFSP12/2022