

**SCHOOL FOOD AUTHORITY/COMMERCIAL VENDOR  
CONTRACT TEMPLATE**

**School Nutrition Programs  
VENDOR CONTRACT  
Between**

<b>School Food Authority:</b>	<b>Name of Commercial Vendor:</b>
<b>Agreement Number:</b>	
<b>Address:</b>	<b>Address:</b>
<b>Contact Person:</b>	<b>Contact Person:</b>
<b>Phone:</b>	<b>Phone:</b>
<b>Fax:</b>	<b>Fax:</b>
<b>Email:</b>	<b>Email:</b>

**I. Purpose and Term**

The purpose of this contract is for the School Food Authority (the “SFA”) to obtain vended meals. Vendor will provide the meals/meal components only, generally bulk, pre-packaged or pre-plated. Vendor will not provide employees to serve or prepare meals onsite or to manage any aspect of the food service. (NOTE: If Vendor's employees are responsible for the management of the program and/or for the final preparation of meals and/or for the serving of bulk, pre-packaged or pre-plated meals, Vendor is acting in the capacity of a food service management company and this contract is no longer valid).

The SFA hereby agrees to purchase from Vendor, and Vendor hereby agrees to provide to the SFA, the lunches, breakfasts, afterschool snacks, and dinners as indicated in Section III below (collectively referred to in this contract as the “vended meals”), as part of the respective United States Department of Agriculture (“USDA”) School Nutrition Programs, all in accordance with the terms of this contract and applicable federal and state regulations.

Vendor will provide the vended meals to the SFA school sites listed on the attached **Schedule A**. The SFA will give Vendor \_\_\_\_ days’ advance written notice of any change to the sites or other information listed on **Schedule A**.

This contract is effective for the period commencing \_\_\_\_\_, 20\_\_ and ending \_\_\_\_\_, 20\_\_, unless terminated earlier as provided herein.

If the original length of this contract is more than twelve (12) months and less than three (3) years, the contract may be renewed for one two-year or two one-year extensions subject to the terms of N.J.S.A. 18A:18A-42. At no point in time may this contract be renewed or extended beyond a term of five (5) consecutive years. All contract renewals will be subject to the availability and annual appropriation of sufficient funds required to meet the extended obligation. If funds are not available, the SFA shall have the right to terminate the renewal, as provided herein. All contract renewals shall be in writing.

This contract may be renewed by mutual agreement of the SFA and Vendor subject to the following limitations:

- a. Each renewal shall be awarded by a resolution from the SFA upon a finding that the services are being performed by Vendor in an effective and efficient manner;
- b. The contract shall not be renewed or extended if it will cause the term of agreement to run for more than a total of five (5) consecutive years;

- c. Any price change included as part of a renewal shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or renewal and shall not exceed the change in the Index Rate (as defined in the Public School Contracts Law, N.J.S.A. 18A:18A-2) for the twelve (12) months preceding the most recent quarterly calculation available at the time the contract is renewed; and
- d. The terms and conditions of the contract shall remain substantially the same.

(N.J.S.A. 18A:18A-42)

**II. School Calendar**

Vendor will provide the vended meals daily, Monday through Friday, on days when schools are in session according to the SFA’s school year calendar attached as **Schedule B**. The SFA will not be responsible for receiving or paying for vended meals (i) on days when schools are closed, as shown on the SFA’s school year calendar; (ii) on any planned non-serving day that is not shown on the SFA’s school year calendar, provided the SFA notifies Vendor (by phone/email/fax) at least \_\_\_\_\_ in advance of such date; and (iii) on days when schools are closed due to inclement weather.

**III. Meal Requirements**

Under this contract, Vendor will provide (SFA – *MUST check all that apply*):

- Lunches meeting National School Lunch Program requirements set forth in 7 CFR Section 210.10.
- Breakfasts meeting School Breakfast Program requirements set forth in 7 CFR Section 220.8.
- Afterschool snacks meeting Afterschool Care Snacks requirements set forth in 7 CFR Section 210.10.
- At-Risk Afterschool Meals Program (“Dinner”) meeting Child and Adult Care Food Program requirements set forth in 7 CFR Section 226.20.
- Entrée only- **All** other meal components provided by SFA.

All vended meals will conform to the current applicable meal pattern requirements set forth by federal regulations.

**IV. Milk**

(SFA – *MUST check one*)

All vended meals supplied by Vendor will **include milk**. For all purchases of fresh milk for the SFA vended meals, Vendor shall purchase an amount of fresh milk from New Jersey producers at least equal to the amount of fresh milk proposed to be furnished to the SFA, in accordance with N.J.S.A. 18A:18A-6 and N.J.A.C. 2:55-1.1 *et seq.*

**-OR-**

Vendor will supply all vended meals **without milk**, which the SFA will purchase separately.

**-OR-**

Not Applicable. Vendor will supply the entrée only.

**V. Menus**

Vendor will initially supply vended meals in accordance with the cycle menu that was included in the bid or proposal that Vendor submitted to the SFA for the award of this contract.

(SFA- *MUST check one*)

Thereafter,

Vendor will provide the SFA with subsequent menus prepared on a [weekly] [bi-weekly] [monthly] basis at least \_\_\_\_\_ in advance of their effective dates.

**-OR-**

The SFA will develop a subsequent menu and provide it to Vendor.

**VI. Substitutions**

In the event of a one-day school closing due to inclement weather or an emergency, Vendor may choose to provide that day's scheduled meal on the next day. Additionally, Vendor may choose to provide a substitution to a meal component as long as Vendor first notifies the SFA of the substitution. All substitutions shall meet all meal pattern requirements.

**VII. Orders**

(SFA – *MUST check one*)

The SFA will order vended meals on a \_\_\_\_\_ basis. Vendor will be notified by [phone/email/fax] on \_\_\_\_\_ (Time period) each \_\_\_\_\_ of the numbers of each type of vended meal needed for each day of the following week. (Day of the week)

**-OR-**

The SFA will order vended meals on a daily basis. Vendor will be notified by [phone/email/fax] not later than \_\_\_\_\_ of the numbers of each type of vended meal needed for [that day] [the following day]. (Time of day)

The SFA may increase or decrease the number of each type of vended meal ordered for any day by up to \_\_\_\_\_ vended meals by notifying Vendor by [phone/email/fax] not later than \_\_\_\_\_ on the [scheduled delivery date] [day before the scheduled delivery date] or \_\_\_\_\_.

**VIII. Packaging**

(SFA – *MUST check one or both, if applicable*)

Vendor will provide all vended meals as individual, unitized meals packaged in sealed, leak-proof containers suitable for transport.

**-AND/OR-**

Vendor will provide vended meals in bulk quantities, accompanied by written instructions listing the planned portion size to be served of each food component in order to meet the applicable meal pattern requirements.

All vended meals supplied by Vendor will include the following:

(SFA – *MUST check all that apply*)

- Eating utensils
- Condiments
- Paper goods
- Serving utensils
- Steam Table Pans
- Disposable Meal Trays
- Other (specify): \_\_\_\_\_

**IX. Delivery**

(SFA – *MUST check one*)

Not later than \_\_\_\_\_ each day, Vendor will deliver vended meals in separate, suitable transport cartons for each meal type to each SFA vended site indicated on **Schedule A**. Vended meals should not be delivered before \_\_\_\_\_. Vendor will be responsible for the condition and care of vended meals, including maintaining the

proper temperature of meal components, until the SFA accepts delivery. Vendor will prepare a daily delivery slip for each SFA vended site. An authorized SFA representative will count and verify all vended meals upon receipt at each SFA vended site and note any discrepancies on the daily delivery slip.

**-OR-**

Vendor will package vended meals in separate, suitable transport cartons for each meal type to be picked up by the SFA not later than \_\_\_\_\_ each day. Vendor will be responsible for the condition and care of vended meals, including maintaining the proper temperature of meal components, until picked up by the SFA. Vendor will prepare a daily delivery slip and an authorized SFA representative will count and verify all vended meals at pick up and note any discrepancies on the daily delivery slip.

**-OR-**

Vendor will deliver bulk quantities of frozen meals/meal components every \_\_\_\_\_. Vendor will be responsible for the condition and care of vended meals, including maintaining the proper temperature of meal components, until received by the SFA. Vendor will prepare a dated delivery slip and an authorized SFA representative will count and verify all vended meals/meal components at the time of delivery and note any discrepancies on the dated delivery slip.

**X. Charges and Billing**

The SFA will pay the following charges for vended meals that meet the School Nutrition Programs requirements and that are provided in accordance with this contract:

	Unit Price Per Meal/Snack		<i><b>ANNUAL</b></i> Estimated Number of Meals/Snacks <small>(ESTIMATED # OF DAILY MEALS x # OF SERVING DAYS)</small>	=	<i><b>ANNUAL</b></i> Estimated Cost
<b>Breakfast:</b>					
Price 1:	\$ _____	x	_____	=	\$ _____
Price 2: (If applicable)	\$ _____	x	_____	=	\$ _____
<b>Lunch :</b>					
Elementary:	\$ _____	x	_____	=	\$ _____
Middle:	\$ _____	x	_____	=	\$ _____
High:	\$ _____	x	_____	=	\$ _____
<b>Snack:</b>					
	\$ _____	x	_____	=	\$ _____
<b>Dinner:</b>					
	\$ _____	x	_____	=	\$ _____
<b>TOTAL COST:</b>					\$ _____

Vendor will submit a written invoice to the SFA at the beginning of each calendar month listing the numbers and types of vended meals provided on each day of the preceding month, the monthly total for each type of vended meal provided, and their respective unit prices. The invoice shall also list any other food or supplies delivered to the SFA by Vendor. The SFA will make payment to Vendor within \_\_\_\_\_ days.

Where applicable, in each of its invoices, Vendor will credit by disclosure the SFA for the value of all donated foods received in the preceding month. In addition, Vendor will monitor and report the commodity pass through used by each commodity processor receiving any portion of the SFA entitlement dollars.

The SFA will not pay for vended meals that are spoiled or unwholesome at the time of delivery or that otherwise fail to meet the terms of this contract.

#### **XI. Health and Sanitation**

Vendor will maintain applicable state and local health certifications for all facilities in which meals are prepared for the SFA. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.

Vendor will follow applicable Hazard Analysis Critical Control Point (“HACCP”) procedures in the preparation and delivery of vended meals for the SFA.

#### **XII. Recordkeeping and Availability of Records**

- A. Vendor will keep and maintain all HACCP food safety records, including HACCP process, and time and temperature monitoring.
- B. Production Records: (SFA – *MUST check one*)
  - Vendor will provide daily production records. Vendor will complete all applicable sections. The SFA will be responsible for completing sections pertaining to HACCP and meal service on site.

**-OR-**

- The SFA will complete daily production records. Vendor must provide all of the information required for the SFA to complete the records.
- C. Vendor will provide records relating to vended meals as needed, including but not limited to, the following: recipes, nutrition fact labels, manufacturer product formulation statements and/or child nutrition (CN) labels for all menu items served as a part of the reimbursable vended meals.
- D. Vendor agrees to grant representatives of the SFA, the New Jersey Department of Agriculture, USDA, and the U.S. General Accounting Office access to any of its books, documents, papers and records directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions. Vendor will retain all required records for a period of three (3) years after the SFA makes final payment under this contract and all other pending matters are closed.

#### **XIII. Additional Vendor Responsibilities**

Vendor agrees to comply with the following regulatory requirements, if applicable:

- A. The Contract Work Hours and Safety Standards Act, as supplemented by U.S. Department of Labor regulations, 29 CFR Part 5 [contracts in excess of \$100,000 which involve employment of mechanics or laborers].
- B. The Clean Air Act (42 USC section 7401 *et seq.*), the Clean Water Act (33 USC section 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR) [contracts in excess of \$100,000].
- C. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).
- D. All applicable certification requirements under 31 USC section 1352, and the Byrd Anti-Lobbying Amendment 45 CFR section 2543.87 [contracts in excess of \$100,000], guaranteeing that it has not used federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, in connection with obtaining the contract, grant or any other award.
- E. Affirmative steps to assure that small and minority firms, women’s business enterprises, and labor surplus area firms are used when possible as a source of suppliers in accordance with 2 CFR Part 200.

- F. All applicable Equal Employment Opportunity regulations and orders under 41 CFR Part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, and Executive Order 11246, as amended by Executive Order 11375, amending Executive Order 11246 relating to Equal Employment Opportunity.
- G. The Buy American Act, 41 U.S.C. section 8301 *et seq.*, requiring the purchase of only products that are produced in the United States, whenever possible.

#### **XIV. Nonperformance or Noncompliance**

In the event of Vendor's nonperformance under this contract and/or its violation or breach of the contract terms, including liability for payment of fiscal action resulting from federal and/or state reviews or audits, the SFA shall have the right to pursue all administrative, contractual, and legal remedies against Vendor and shall have the right to seek all sanctions and penalties as may be appropriate. Any Vendor liability, where found, will extend beyond the term of the contract.

#### **XV. Termination**

The SFA or Vendor may cancel this contract for cause by giving sixty (60) days' written notification to the other party, including instances when Vendor is taken over by another entity or Vendor is sold to another entity.

The SFA or Vendor may terminate this contract at any time if it is prevented or delayed from fulfilling the terms of the contract due to war, strike, fire, flood, act of God, or any act not within its control and which, by the exercise of due diligence, it was unable to prevent. In such event, the SFA or Vendor, as the case may be, shall give written notice to the other party setting forth the reason for and the effective date of termination. Neither party shall be liable for any loss or penalty upon such termination, except that the SFA shall pay Vendor for vended meals delivered in accordance with this contract prior to the termination date.

#### **XVI. Political Contribution Disclosure [all contracts in the amount of \$17,500 or greater]**

Included in the bid/proposal submitted to the SFA for award of this contract, Vendor signed and submitted a Political Contribution Disclosure Form listing the information set forth in N.J.S.A. 19:44A-20.26. During the term of this contract, Vendor and any person or business entity having an interest in Vendor, shall not make any contribution reportable under N.J.S.A. 19:44A-1 *et seq.* to any member of the board of education of the SFA.

#### **XVII. Debarment / Suspension Certificate**

Included in the bid/proposal submitted to the SFA for award of this contract, Vendor signed and submitted a Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion in accordance with 7 CFR Part 3017 and Executive Orders 12549 and 12689 regarding debarment and suspension. Vendor shall provide immediate written notice to the SFA if it learns that its certification was erroneous when submitted or has become erroneous due to changed circumstances.

#### **XVIII. Certificate of Independent Price Determination**

Prior to entering into this contract, the SFA and Vendor executed a Certificate of Independent Price Determination, certifying that the prices in the offer have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition. The Certificate of Independent Price Determination shall be kept on file with the signed contract at the SFA.

#### **XIX. Certification Regarding Lobbying**

Included in the bid/proposal submitted to the SFA for award of this contract, Vendor signed and submitted a Certification Regarding Lobbying and, if applicable, a Standard Form LLL – Disclosure of Lobbying Activities. During the term of this contract, Vendor shall file with the SFA a Standard Form LLL – Disclosure of Lobbying Activities at the end of each calendar quarter in which any event occurs that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously submitted by Vendor.

**XX. Disclosure of Investment Activities in Iran**

Included in its response to the SFA’s specifications and before entering into this contract, Vendor signed and submitted a Disclosure of Investment Activities in Iran, pursuant to N.J.S.A. 18A:18A-49.4, which requires the SFA to implement and comply with the provisions of P.L. 2012, c. 25 (N.J.S.A. 52-32-55, *et. seq.*). P.L. 2012, c. 25 requires all bidders to complete a certification that attests that neither the bidder, nor any of its parents, subsidiaries and/or affiliates is listed on the list developed by the New Jersey Department of Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran, pursuant to section 3 of P.L.2012, c. 25 (N.J.S.A. 52:32-57).

**XX1. Construction and Effect**

The SFA and Vendor agree that this contract is intended to comply with applicable federal, state and local procurement and program requirements. In the event that any provision contained in the contract should conflict with any attachment to this contract, the provisions of the contract shall control.

**IN WITNESS WHEREOF**, the parties hereto have caused this contract to be signed by their duly authorized representatives as of the dates set forth below.

**SFA Authorized Representative Signature:**  
**Printed Name:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Vendor Authorized Representative Signature:**  
**Printed Name:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**SCHEDULE A**

**SFA SCHOOLS RECEIVING VENDED MEALS**  
*Attach additional pages if needed*

<b>School Name &amp; Address</b>	<b>School Type</b>	<b>Vended Meals Provided</b>
	<input type="checkbox"/> Elementary <input type="checkbox"/> Middle <input type="checkbox"/> High School	<input type="checkbox"/> Breakfast <input type="checkbox"/> Lunch <input type="checkbox"/> Afterschool Snack <input type="checkbox"/> Dinner
	<input type="checkbox"/> Elementary <input type="checkbox"/> Middle <input type="checkbox"/> High School	<input type="checkbox"/> Breakfast <input type="checkbox"/> Lunch <input type="checkbox"/> Afterschool Snack <input type="checkbox"/> Dinner
	<input type="checkbox"/> Elementary <input type="checkbox"/> Middle <input type="checkbox"/> High School	<input type="checkbox"/> Breakfast <input type="checkbox"/> Lunch <input type="checkbox"/> Afterschool Snack <input type="checkbox"/> Dinner
	<input type="checkbox"/> Elementary <input type="checkbox"/> Middle <input type="checkbox"/> High School	<input type="checkbox"/> Breakfast <input type="checkbox"/> Lunch <input type="checkbox"/> Afterschool Snack <input type="checkbox"/> Dinner
	<input type="checkbox"/> Elementary <input type="checkbox"/> Middle <input type="checkbox"/> High School	<input type="checkbox"/> Breakfast <input type="checkbox"/> Lunch <input type="checkbox"/> Afterschool Snack <input type="checkbox"/> Dinner
	<input type="checkbox"/> Elementary <input type="checkbox"/> Middle <input type="checkbox"/> High School	<input type="checkbox"/> Breakfast <input type="checkbox"/> Lunch <input type="checkbox"/> Afterschool Snack <input type="checkbox"/> Dinner



**SCHEDULE B**

[Insert SFA School Year Calendar]