

**SCHOOL FOOD AUTHORITY TO SCHOOL FOOD AUTHORITY
CONTRACT TEMPLATE**

**School Nutrition Programs
VENDED MEALS CONTRACT
Between**

School Food Authority (Vendor):	School Food Authority (Recipient):
Agreement Number:	Agreement Number:
Address:	Address:
Contact Person:	Contact Person:
Phone:	Phone:
Fax:	Fax:
Email:	Email:

I. Purpose and Term

Recipient School Food Authority (the “Recipient SFA”) and Vendor School Food Authority (the “Vendor SFA”) participate in the United States Department of Agriculture (USDA) School Nutrition Programs that are administered by the New Jersey Department of Agriculture, Division of Food and Nutrition. The purpose of this contract is for the Recipient SFA to purchase meals for its food service program from the Vendor SFA.

Recipient SFA hereby agrees to purchase from Vendor SFA, and Vendor SFA hereby agrees to provide to Recipient SFA, the lunches, breakfasts, afterschool snacks, and dinners that are indicated in Section III below (collectively referred to in this contract as the “vended meals”) as part of the respective USDA Child Nutrition Programs, all in accordance with the terms of this contract and applicable Federal and State regulations.

Vendor SFA will provide the vended meals to the Recipient SFA school sites listed on the attached Exhibit A, and incorporated into this contract. Recipient SFA will give Vendor SFA ___ days’ advance written notice of any change to the sites or other information listed on Exhibit A.

This contract is effective for a period of one year commencing on _____, 20__ and ending on _____, 20__, unless terminated earlier as provided herein.

II. School Calendars

Vendor SFA will provide the vended meals daily on days when both Vendor SFA schools and Recipient SFA schools are scheduled to be in session, according to their respective school year calendars attached as Exhibit B (Recipient SFA) and Exhibit C (Vendor SFA), and incorporated into this contract. Vendor SFA will not be required to provide vended meals (i) on days when Vendor SFA schools are scheduled to be closed; (ii) on days when Recipient SFA schools are scheduled to be closed; (iii) on any planned non-serving day for the Recipient SFA that is not shown on Exhibit B, provided Recipient SFA notifies Vendor SFA (by phone, email, or fax) at least _____ in advance of such date; and (iv) on days when schools are closed due to inclement weather.

III. Meal Requirements

Under this contract, Vendor SFA will provide (Recipient 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.

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

IV. Milk

(Recipient SFA – *MUST check one*)

- All vended meals supplied by Vendor SFA will **include milk**. For all purchases of fresh milk for the Recipient SFA vended meals, Vendor SFA 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 Recipient SFA, in accordance with N.J.S.A. 18A:18A-6 and N.J.A.C. 2:55-1.1 *et seq.*

-OR-

- Vendor SFA will supply all vended meals **without milk**, which Recipient SFA will purchase separately. For all purchases of fresh milk, the Recipient SFA shall purchase an amount of fresh milk from New Jersey producers at least equal to the amount of fresh milk proposed to be furnished, in accordance with N.J.S.A. 18A:18A-6 and N.J.A.C. 2:55-1.1 *et seq.*

V. Menus

Vendor SFA will provide Recipient SFA with menus prepared on a

- weekly
- bi-weekly
- monthly

basis at least _____ days in advance of their effective dates.

VI. Orders

A. (Recipient SFA – *MUST check one*)

- Recipient SFA will order vended meals on a _____ basis. Vendor SFA will be notified
(Daily/Weekly/Other)

not later than _____ of the numbers of each type of vended meal needed for _____.
(Time of day) (That day or the following day)

-OR-

- Alternate Ordering Arrangement (describe): _____

B. Recipient SFA may increase or decrease the number of each type of vended meal ordered for any day by _____ vended meals by notifying Vendor SFA not later than _____ on the
(Number of meals) (Time)

(Scheduled delivery date, day before the delivery date, or if other, describe)

C. Recipient SFA may from time to time order additional food, condiments, utensils or paper goods from Vendor SFA by notifying Vendor SFA at _____ in advance of the desired delivery date.
least (Daily/Weekly/Other)

VII. Packaging

(Recipient SFA – *MUST check all that are applicable*)

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

-AND/OR-

Vendor SFA 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.

-OR-

Other (specify): _____

All vended meals supplied by Vendor SFA will include the following:

(Recipient LEA – *MUST check all that apply*)

Eating utensils

Condiments Paper

goods Serving

utensils Steam

Table Pans

Disposable Meal Trays

Other (specify): _____

Other (specify): _____

VIII. Delivery

(Recipient SFA – *MUST check one*)

Vendor SFA Delivers:

Not later than _____ each day, Vendor SFA will deliver vended meals in separate, suitable transport cartons for each meal type, to each Recipient SFA vended site indicated on Exhibit A. Vended meals should not be delivered before _____. Vendor SFA will be responsible for the condition and care of vended meals, including maintaining the proper temperature of meal components, until Recipient SFA accepts delivery. Vendor SFA will prepare a daily delivery slip for each Recipient SFA vended site listed on Exhibit A. An authorized Recipient SFA representative at each site will count and verify all vended meals upon receipt at each Recipient SFA vended site, and note any discrepancies on the daily delivery slip. All discrepancies will be addressed and corrected by mutual agreement of Vendor SFA and Recipient SFA.

-OR-

Recipient SFA Picks Up:

Vendor SFA will package vended meals in separate, suitable transport cartons for each meal type to be picked up by Recipient SFA not later than _____ each day. Vendor SFA will be responsible for the condition and care of vended meals, including maintaining the proper temperature of meal components, until picked up by Recipient SFA. Vendor SFA will prepare a daily delivery slip and an authorized Recipient SFA representative will count and

verify all vended meals at pick up, note any discrepancies on the daily delivery slip and address and correct all such discrepancies with the Recipient SFA

IX. Labor

Under no circumstances will Vendor SFA provide on-site employees or labor to Recipient SFA. All food service employees utilized by the Recipient SFA will be employed by the Recipient SFA.

X. Charges

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

Note: The lunch prices below must not include a credit for USDA Foods.

Menu Planning Grade Groups	Unit Price Per Meal/Snack		ANNUAL Estimated Number of Meals/Snacks <small>(ESTIMATED # OF DAILY MEALS x # OF SERVING DAYS)</small>	=	ANNUAL Estimated Cost
Breakfast:					
K-5:	\$ _____	x	_____	=	\$ _____
K-8:	\$ _____	x	_____	=	\$ _____
6-8:	\$ _____	x	_____	=	\$ _____
9-12:	\$ _____	x	_____	=	\$ _____
Lunch:					
K-5:	\$ _____	x	_____	=	\$ _____
K-8:	\$ _____	x	_____	=	\$ _____
6-8:	\$ _____	x	_____	=	\$ _____
9-12:	\$ _____	x	_____	=	\$ _____
Afterschool Snack:	\$ _____	x	_____	=	\$ _____
Dinner:	\$ _____	x	_____	=	\$ _____
Additional Milk:	\$ _____	x	_____	=	\$ _____
TOTAL COST:					\$ _____

XI. USDA Donated Foods

(Vendor SFA – *MUST check one*)

Vendor SFA will not utilize the Recipient SFA’s USDA Donated Foods. (If no, proceed to section XII, Billing)

-OR-

Vendor SFA will utilize the Recipient SFA's USDA Donated Foods. The "per meal USDA donated foods credit" will be: \$ _____.

If Vendor SFA receives any USDA donated foods on behalf of Recipient SFA during a month, it will deduct the cents per meal commodity credit from the amount billed on Recipient SFA's monthly invoice in the following month.

Crediting of the market value of USDA Donated Foods will be based on a "cents per meal USDA donated foods credit" applied to the base lunch meal price. The "cents per meal USDA donated foods credit" will be determined by utilizing the Recipient SFA's "Commodity Acceptance Report" from the previous school year or by the method that will most accurately anticipate the current year's commodity market value.

New Jersey Department of Agriculture administrative fee invoices for USDA Donated Foods received by or on behalf of the Recipient SFA and trucking invoices for USDA Donated Foods picked up from the warehouse on behalf of the Recipient SFA will be paid by the Recipient SFA.

Both the Vendor SFA and Recipient SFA will comply with the Food Distribution Agreement in SNEARS and will assure that the information on the Recipient SFA's Attachment Form is correct. The Vendor SFA will be listed as an off-site storage location for the Recipient SFA if they are storing USDA Donated Foods for the Recipient SFA.

XII. Billing:

Vendor SFA will submit a written invoice to Recipient SFA following the end of each calendar month, listing the numbers and types of vended meals provided on each day of the preceding month to each Recipient site listed on Exhibit A, the monthly total for each type of vended meal provided, and their respective unit prices, less a "cents per meal USDA donated food credit, if applicable (for those Vendor SFA's utilizing Recipient SFA's donated foods). The invoice shall also include an itemized list and the respective charges for any additional food, condiments, utensils, paper goods, or other supplies delivered by Vendor SFA to Recipient SFA in the preceding month.

If Vendor SFA is utilizing Recipient SFA's donated food, the "Vended Meal Monthly Invoice Spreadsheet" will be used for billing purposes. Reconciliation is also required to determine additional charges or credits. (The spreadsheet is available in SNEARS Resources in the USDA Foods section.)

Recipient SFA will not be required to 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. Recipient SFA will notify Vendor SFA of any spoiled or unwholesome food within 24 hours of the delivery of the same.

The Recipient SFA will make payment to the Vendor SFA within _____ days.

XIII. Health and Sanitation

Vendor SFA will maintain applicable State and local health certifications for all facilities in which meals are prepared for Recipient SFA. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures. Vendor SFA will follow applicable Hazard Analysis Critical Control Point (HACCP) procedures in the preparation and delivery of vended meals for Recipient SFA. Vendor SFA will keep and maintain all HACCP food safety records, including HACCP process, and time and temperature monitoring for each Recipient SFA site listed on Exhibit "A".

XIV. Recordkeeping and Availability of Records

- A. Recipient SFA will maintain daily production records. Vendor SFA will complete all applicable sections. The Recipient SFA will be responsible for completing sections pertaining to HACCP and meal service on site as well as all other required and/or applicable sections. Recipient SFA will maintain on file all completed production records for the Recipient SFA sites listed on Exhibit "A".
- B. Vendor SFA will provide records relating to vended meals as needed, including but not limited to, the following: standardized recipes, nutrition fact labels, child nutrition (CN) labels and/or manufacturer product formulation statements for all menu items served as a part of the reimbursable vended meals.
- C. Vendor SFA agrees to grant representatives of Recipient SFA, the New Jersey Department of Agriculture, the 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 SFA will retain all required records for a period of three (3) years after Recipient SFA makes final payment under this contract and all other pending matters are closed.

XV. Claims for Reimbursement

Recipient SFA will be responsible for point-of-service meal counts for all vended meals served at Recipient SFA's schools and for completing and submitting claims for reimbursement to NJDA.

XVI. Termination

Either party may cancel this contract at any time by giving _____ days' written notification to the other party. Neither party shall be liable for any loss nor penalty upon such termination, except Recipient SFA shall pay Vendor SFA for vended meals delivered in accordance with this contract prior to the termination date.

In the event of early termination of this contract by either party, all USDA donated foods not used prior to the date of termination and all USDA donated foods received by Vendor SFA after the date of termination will be delivered to Recipient SFA.

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.

Vendor SFA Authorized Representative Signature:
Name (Printed): _____
Signature: _____
Title: _____
Date: _____

Recipient SFA Authorized Representative Signature:
Name (Printed): _____
Signature: _____
Title: _____
Date: _____

EXHIBIT A

RECIPIENT SFA SCHOOLS RECEIVING VENDED MEALS

School Name & Address	School Type	Meal Pattern Grade Groups	Vended Meals Provided
	<input type="checkbox"/> Elementary <input type="checkbox"/> Middle <input type="checkbox"/> High School <input type="checkbox"/> Ungraded	<input type="checkbox"/> K-5 <input type="checkbox"/> K-8 <input type="checkbox"/> 6-8 <input type="checkbox"/> 9-12	<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"/> Ungraded	<input type="checkbox"/> K-5 <input type="checkbox"/> K-8 <input type="checkbox"/> 6-8 <input type="checkbox"/> 9-12	<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"/> Ungraded	<input type="checkbox"/> K-5 <input type="checkbox"/> K-8 <input type="checkbox"/> 6-8 <input type="checkbox"/> 9-12	<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"/> Ungraded	<input type="checkbox"/> K-5 <input type="checkbox"/> K-8 <input type="checkbox"/> 6-8 <input type="checkbox"/> 9-12	<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"/> Ungraded	<input type="checkbox"/> K-5 <input type="checkbox"/> K-8 <input type="checkbox"/> 6-8 <input type="checkbox"/> 9-12	<input type="checkbox"/> Breakfast <input type="checkbox"/> Lunch <input type="checkbox"/> Afterschool Snack <input type="checkbox"/> Dinner

EXHIBIT B

Recipient SFA School Year Calendar

EXHIBIT C

Vendor SFA School Year Calendar