

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

**School Nutrition Programs
VENDED MEALS CONTRACT
Between**

School Food Authority (Recipient): <u>Montague Top School</u>	School Food Authority (Vendor): <u>High Point REC H.S.</u>
Agreement Number:	Agreement Number:
Address: <u>475 Route 206</u>	Address: <u>299 PIGEON Hill Road</u>
City, State, Zip: <u>Montague, NJ 07827</u>	City, State, Zip: <u>SUSSEX NJ 07461</u>
Contact Person:	Contact Person: <u>TINA PALECEK</u>
Phone:	Phone: <u>973-875-7205 x1203</u>
Email:	Email: <u>tpalecek@hpregonal.org</u>

I. Purpose and Term

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, and afterschool snacks that are indicated in Section II 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.

This contract is effective for a period of one year commencing on July 1, 2021 and ending on JUNE 30, 2022, unless terminated earlier as provided herein.

Vendor SFA will provide the vended meals to the Recipient SFA School sites listed in Section XVI, (RECIPIENT SFA'S SCHOOLS RECEIVING VENDED MEALS) of this contract.

II. Meal Requirements

Under this contract, Vendor SFA will provide (*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 Snack Program requirements set forth in 7 CFR Section 210.10.

All vended meals will conform to the current applicable meal pattern requirements set forth by federal regulations. SFA must procure complete meals ONLY, either with or without milk. No other options or substitutions permitted.

III. Milk (Screen)

(MUST check one)

All vended meals supplied by Vendor SFA will include milk.

Vendor SFA will supply all vended meals without milk, Recipient SFA will purchase milk separately.

For all purchases of fresh milk for the SFA vended meals, Recipient SFA/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.*

IV. Menus

Vendor SFA will provide meals on the following days of the week:

Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Vendor SFA will provide the Recipient SFA with menus prepared on a [weekly] [bi-weekly] [monthly] (Drop down) basis at least [5 Days] [10 Days] [30 Days] (Drop down) in advance of their effective dates.

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

V. Delivery (Screen)

(MUST check one)

Vendor SFA will deliver vended meals in separate, suitable transport containers for each meal type to each Recipient SFA vended site listed in Section XVI, RECIPIENT SFA SCHOOLS RECEIVING VENDED MEALS.

Vendor SFA will package vended meals in separate, suitable transport containers for each meal type to be picked up by the Recipient SFA.

If Vendor SFA is delivering meals, 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 in Section XVI, Recipient SFA Schools Receiving Vended Meals. 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.

If Recipient SFA is picking up meals, 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.

- A. Recipient SFA school calendar will be provided to the Vendor SFA prior to the start of the school year/contract.
- B. Ordering and delivery schedules will be developed to the mutual agreement of both the Recipient SFA and the Vendor SFA. Contact persons, ordering procedures, ordering times and dates will be established.
- C. Meal order adjustments and cancellations (snow days, delayed openings) will be coordinated between the Recipient SFA and the Vendor SFA within mutually agreed upon timeframes.

Appropriate documentation (Delivery Receipts, Production Records, etc.) shall be maintained on site at the Recipient SFA for 3 years plus the current year.

VI. Packaging (Screen)

(MUST check all that are applicable)

- A. Vendor SFA will provide all vended meals as pre-plated, individual unitized meals packaged in sealed, leak-proof containers suitable for transport and adhering to HACCP requirements.
- B. Vendor SFA will provide vended meals in bulk quantities, packaged in suitable containers adhering to HACCP requirements. Written instructions listing the planned portion size to be served of each food component in order to meet the applicable meal pattern requirements will be provided.
- C. Other (specify): _____
- D. All vended meals supplied by Vendor SFA will include the following:

(MUST check all that apply)

- None
- Eating utensils
- Condiments
- Paper goods
- Serving utensils
- Steam Table Pans
- Disposable Meal Trays

VII. USDA Foods (Screen)

(MUST check one)

- A. Vendor SFA will not utilize the Recipient SFA's USDA Foods.
- B. Vendor SFA will utilize the Recipient SFA's USDA Foods. The "per meal USDA Foods credit" will be: \$ _____.

If Vendor SFA receives any USDA 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 Foods will be based on a "cents per meal USDA Foods credit" applied to the base lunch meal price. The "cents per meal USDA 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 Foods received by or on behalf of the Recipient SFA and trucking invoices for USDA 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 Foods for the Recipient SFA.

VIII. Buy American

1. The Vendor SFA shall purchase, to the maximum extent practicable, domestic commodities or products which are either an agricultural commodity produced in the United States (U.S.) or a food product processed in the U.S. substantially using agricultural commodities produced in the U.S. 7 CFR 210.21(d)(2)(i).
2. The Vendor SFA shall certify the percentage of 51% U.S. content in the products supplied to the Recipient SFA.
3. The Recipient SFA reserves the right to review Vendor SFA purchase records to ensure compliance with the Buy American provision.
4. The Vendor SFA shall be required to use alternative domestic foods first before requesting prior Recipient SFA approval to purchase non-domestic foods.
5. Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request to the Recipient SFA prior to purchase. Requests for exemption must include the:
 - a. Alternative substitute(s) that are domestic and meet the required specifications:
 - i. Price of the domestic food alternative substitute(s); and
 - ii. Availability of the domestic alternative substitute(s) in relation to the quantity ordered; and
 - a. Reason for the exception: limited/lack of availability or price (include price);
 - iii. Price of the domestic food product; and
 - iv. Price of the non-domestic product that meets the required specification of the domestic product

IX. Billing (Screen)

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 in **Section XVI** Recipient SFA Schools Receiving Vended Meals, the monthly total for each type of vended meal provided, and their respective unit prices, less a "cents per meal USDA Foods credit, if applicable (for those Vendor SFA's utilizing Recipient SFA's USDA 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 USDA Foods, 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 [30 Days] [45 Days] [60 Days] (Drop down).

- In the event Vendor SFA utilizes an FSMC, FSMC cannot invoice the Recipient SFA in an SFA to SFA Vended Meal Contract. It is the responsibility of the Vendor SFA.
- Vendor SFA will prepare the invoice using signed delivery receipts and production records to document the charges.
- Recipient SFA will make payment directly to the Vendor SFA. (Checks cannot be made payable to FSMCs)
- Recipient SFA will retain meal claiming records (rosters, POS report, etc.)

X. Charges (Screen)

Recipient SFA will pay the following charges for vended meals that meet Child Nutrition Programs requirements and are provided in accordance with this contract, prices are inclusive of delivery and all items listed in Section VI (prices below are charges from Vendor SFA to Recipient SFA and NOT prices charged to Recipient SFA students):

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

MENU PLANNING GRADES/GROUP	UNIT PRICE PER SNACK/MEAL	ESTIMATED MEALS PER DAY	NUMBER OF SERVING DAYS	ANNUAL ESTIMATED COST (System calculates automatically)
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BREAKFAST:

Price 1

Grades K-5	—			
Grades K-8			184	
Grades 6-8	—			
Grades 9-12	—			

BREAKFAST:

Price 2 (If
applicable)

Grades K-5	—			
Grades K-8			184	
Grades 6-8	—			
Grades 9-12	—			

LUNCH:

Grades K-5	—			
Grades K-8			184	
Grades 6-8	—			
Grades 9-12	—			

**AFTER
SCHOOL
SNACK**

N/A				
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**TOTAL
COST:**

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XI. 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.

XII. 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 in **Section XVI**.

XIII. 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 in **Section XVI**.
- 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 meal components served as a part of the reimbursable vended meals.
- C. Vendor SFA agrees to grant the Recipient SFA, the New Jersey Department of Education, the New Jersey Department of Agriculture, the United States Department of Agriculture, the Inspectors General, the Comptroller General of the United States and its State counterparts, or any of their duly authorized representatives, access to any books, documents, papers and other records of the Vendor SFA which are directly pertinent to this contract, for the purpose of making audit, examination, excerpts and transcripts; and shall provide timely and reasonable access to Vendor SFA personnel for the purpose of interview and discussion related to such documents. Vendor SFA shall retain all records required or necessary under this contract for a period of three years from the date of final payment hereunder; except that in the event of litigation, claims, or audit findings, the records must be retained until all litigation, claims and audit findings involving the records have been resolved and final action taken. Vendor SFA will adhere to all additional exceptions, if applicable, as required by State and Federal law. Vendor SFA shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

XIV. 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.

XV. Termination

Either party may cancel this contract at any time by giving 30 days written notification to the other party. Neither party shall be liable for any loss nor shall penalty upon such termination, except Recipient SFA 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.

The Recipient SFA or Vendor SFA may terminate this contract at any time if it is prevented 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 Recipient SFA or Vendor SFA, 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 Recipient SFA shall pay Vendor SFA for vended meals delivered in accordance with this contract prior to the termination date.

RECIPIENT SFA'S SCHOOLS RECEIVING VENDED MEALS

SCHOOL NAME & ADDRESS	SCHOOL TYPE	MEAL PATTERN GRADE GROUP	VENDED MEALS PROVIDED
SCHOOL NAME <i>Montague Twp School Dist</i> SCHOOL STREET ADDRESS <i>475 Rt 206</i> SCHOOL CITY <i>MONTAGUE, NJ</i> SCHOOL ZIP <i>07827</i>	<input checked="" type="checkbox"/> Elementary <input checked="" type="checkbox"/> Middle <input type="checkbox"/> High School <input type="checkbox"/> Ungraded	<input type="checkbox"/> Grades K-5 <input checked="" type="checkbox"/> Grades K-8 <input type="checkbox"/> Grades 6-8 <input type="checkbox"/> Grades 9-12	<input checked="" type="checkbox"/> Breakfast <input checked="" type="checkbox"/> Lunch <input type="checkbox"/> Afterschool Snack
SCHOOL NAME SCHOOL STREET ADDRESS SCHOOL CITY SCHOOL ZIP	<input type="checkbox"/> Elementary <input type="checkbox"/> Middle <input type="checkbox"/> High School <input type="checkbox"/> Ungraded	<input type="checkbox"/> Grades K-5 <input type="checkbox"/> Grades K-8 <input type="checkbox"/> Grades 6-8 <input type="checkbox"/> Grades 9-12	<input type="checkbox"/> Breakfast <input type="checkbox"/> Lunch <input type="checkbox"/> Afterschool Snack
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