LEA/VENDOR CONTRACT TEMPLATE

School Nutrition Programs
VENDOR CONTRACT
between

_____________________________________________  and  ____________________________________________

Name of Local Education Agency ("LEA")  Name of Company ("Vendor"")

Child Nutrition Agreement #

Address:  Address:

Phone:  Phone:

Fax:  Fax:

Email:  Email:

I. Purpose and Term
LEA hereby agrees to purchase from Vendor, and Vendor hereby agrees to provide to LEA, the lunches, breakfasts, and afterschool snacks that are 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 USDA regulations.

Vendor will provide the vended meals to the LEA school sites listed on the attached Schedule A. LEA 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.

II. School Calendar
Vendor will provide the vended meals daily, Monday through Friday, on days when schools are in session according to LEA’s school year calendar attached as Schedule B. LEA will not be responsible for receiving or paying for vended meals (i) on days when schools are closed, as shown on LEA’s school year calendar; (ii) on any planned non-serving day that is not shown on LEA’s school year calendar, provided LEA 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 (LEA - 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.
All vended meals will conform to the applicable meal pattern requirements set forth by USDA regulations.

IV. Milk

(LEA - check one)

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

☐ Vendor will supply all vended meals without milk, which LEA will purchase separately.

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 LEA for the award of this contract. Vendor will provide LEA with subsequent menus prepared on a [weekly][two-week][monthly] basis at least _____________________ in advance of their effective dates.

VI. Orders

(LEA - check one)

☐ LEA will order vended meals on a weekly basis by notifying Vendor by [phone/email/fax] on each ______________ of the numbers of each type of vended meal needed for each day of the following week.

☐ LEA will order vended meals on a daily basis by notifying Vendor by [phone/email/fax] not later than ______ of the numbers of each type of vended meal needed for [that day] [the following day].

LEA 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].

VII. Packaging

(LEA - check one)

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

☐ 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:

(LEA - check all that apply)

☐ Eating utensils

☐ Condiments

☐ Paper goods

☐ Serving utensils [and trays]

☐ Other (specify):
VIII. Delivery

(LEA - check one)

☐ Not later than ________ each day, Vendor will deliver vended meals in separate, suitable transport cartons for each meal type, to each LEA 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 LEA accepts delivery. Vendor will prepare a daily delivery slip for each LEA vended site. An authorized LEA representative will count and verify all vended meals upon receipt at each LEA vended site, and note any discrepancies on the daily delivery slip.

☐ Vendor will load vended meals in separate, suitable transport cartons for each meal type, to be picked up by LEA 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 LEA. Vendor will prepare a daily delivery slip and an authorized LEA representative will count and verify all vended meals at pick up, and note any discrepancies on the daily delivery slip.

IX. Charges and Billing

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

Breakfast: $ 
Lunch: $ 
Snack: $

Vendor will submit a written invoice to LEA following the end 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 LEA by Vendor.

LEA 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.

X. Health and Sanitation

Vendor will maintain applicable state and local health certifications for all facilities in which meals are prepared for LEA. 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 LEA.

XI. 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. Vendor will provide production and menu records relating to vended meals as needed in connection with any administrative review of LEA’s school meal service, and for nutrient analysis under USDA School Meal Initiative (SMI) procedures, including the following: detailed production records; dated menus; recipes or nutrient fact sheets for all menu items served as part of reimbursable vended meals; and USDA bread and grain chart.

C. Vendor agrees to grant representatives of LEA, 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 LEA makes final payment under this contract and all other pending matters are closed.

XII. Additional Vendor Responsibilities

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

A. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330), as supplemented by U.S. Department of Labor regulations (29 CFR Part 5) [contracts in excess of $2,500 which involve employment of mechanics or laborers].

B. All applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR Part 15) [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).

XIII. Nonperformance or Noncompliance

In the event of Vendor’s nonperformance under this contract and/or its violation or breach of the contract terms, the LEA shall have the right to pursue all administrative, contractual, and legal remedies against the Vendor and shall have the right to seek all sanctions and penalties as may be appropriate.

XIV. Termination

The LEA or Vendor may cancel this contract for cause by giving 60 days’ written notification to the other party.

The LEA 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 LEA 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 LEA shall pay Vendor for vended meals delivered in accordance with this contract prior to the termination date.

XV. Political Contribution Disclosure [all contracts in amount of $17,500 or greater]

Included in the bid/proposal submitted to LEA for award of this contract, the 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, the Vendor and any person or business entity having an interest in the 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 LEA.

XVI. Debarment / Suspension Certificate

Included in the bid/proposal submitted to LEA for award of this contract, the Vendor signed and submitted a Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Vendor shall provide immediate written notice to the LEA if it learns that its certification was erroneous when submitted or has become erroneous due to changed circumstances.

XVII. Certificate of Independent Price Determination

Prior to entering into this contract, the LEA and the 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 LEA.
XVIII. Certification Regarding Lobbying

Included in the bid/proposal submitted to LEA for award of this contract, the 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, the Vendor shall file with the LEA 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 filed by the Vendor.

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.

Signatures:

LEA NAME:

Signature of Authorized Representative: __________________________________________
Name/Title: __________________________________________
Date: __________________________________________

VENDOR NAME:

Signature of Authorized Representative: __________________________________________
Name/Title: __________________________________________
Date: __________________________________________
## SCHEDULE A
### LEA SCHOOLS RECEIVING VENDED MEALS

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<thead>
<tr>
<th>School Name &amp; Address</th>
<th>School Type</th>
<th>Vended Meals Provided</th>
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<tbody>
<tr>
<td></td>
<td>Elementary</td>
<td>Breakfast</td>
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<td>Middle</td>
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<td>High School</td>
<td>Afterschool Snack</td>
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<td></td>
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SCHEDULE B

[Insert LEA School Year Calendar]