

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

School Nutrition Programs  
VENDED MEALS CONTRACT  
Between

School Food Authority (Recipient):	MARGATE CITY BD OF ED	School Food Authority (Vendor):	VENTNOR CITY BD OF ED
Agreement Number:	00103020	Agreement Number:	
Address Line 1:	8103 WINCHESTER	Address Line 1:	400 N LAFAYETTE AVE
Address Line 2:		Address Line 2:	
City, State - Zip:	MARGATE, NJ - 08402	City, State - Zip:	VENTNOR, NJ - 08408
Contact Person:	MELINA SKWAREK	Contact Person:	Terri Nowotny
Phone:	((609) 9)8-22-1447	Phone:	(609)487-7900
Email:		Email:	tnowotny@veccnj.org

**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 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 September 01, 2024 and ending on June 30, 2025, unless terminated earlier as provided herein.

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

**II. Meal Requirements**

Under this contract, Vendor SFA will provide:

- Lunches meeting National School Lunch Program requirements set forth in 7 CFR Section 210.10.  
[Click here to access the National School Lunch Meal Pattern.](#)
- Breakfasts meeting School Breakfast Program requirements set forth in 7 CFR Section 220.8  
[Click here to access the School Breakfast Program Meal Pattern.](#)
- Afterschool snacks meeting After School Snack Program requirements set forth in 7 CFR Section 210.10.  
[Click here to access the After School Snack Program Meal Pattern.](#)

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

**III. Milk**

- 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 Receptient 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 **MONTHLY** basis at least **5 Days** 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 **Weekly** in advance of the desired delivery date.

**V. Delivery**

- Vendor SFA will deliver vended meals in separate, suitable transport containers for each meal type to each Recipient SFA vended site listed in Section XVIII, 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 receipt for each Recipient SFA vended site listed in Section XVIII, 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 receipt. 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 receipt and an authorized Recipient SFA representative will count and verify all vended meals at pick up, note any discrepancies on the daily delivery receipt and address and correct all such discrepancies with the Recipient SFA.**

Recipient SFA's school calendar will be provided to the Vendor SFA prior to the start of the school year/contract.

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.

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**

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 Hazard Analysis Critical Control Point (HACCP) requirements.

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.

Other:

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

None

Eating utensils

Condiments

Paper goods

Serving utensils

Steam Table Pans

Disposable Meal Trays

## **VII. USDA Foods**

Vendor SFA will not utilize the Recipient SFA's USDA Foods.

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 it is storing USDA Foods for the Recipient SFA.

#### **VIII. Buy American**

- A. Vendor SFA shall purchase, to the maximum extent practicable, domestic commodities or products which are 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).
- B. The Recipient SFA reserves the right to review Vendor SFA purchase records to ensure compliance with the Buy American provision.
- C. Vendor SFA shall be required to use alternative domestic foods first before requesting Recipient SFA approval to purchase non-domestic foods.
- D. All exceptions to the Buy American requirement must be pre-approved by the Recipient SFA and should be used as a last resort. Exceptions must be requested by the Vendor SFA for approval by the Recipient SFA prior to a purchase when:
  - a. The food or food product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
  - b. Competitive bids reveal the cost of a U.S. food or food product is significantly higher than the non-domestic product.
- E. Requests for exemption shall include:
  - a. Alternative food and food product substitutes that are domestic and meet the required specifications, including:
    - i. The price of the domestic food product alternative substitute(s); and
    - ii. The availability of the domestic food product alternative substitute(s) in relation to the quantity ordered; and
  - b. The reason for the exception (limited supply, lack of availability or price) including:
    - i. The price of the domestic food product; and
    - ii. The price of the non-domestic food product that meets the required specification of the domestic food product.

## **IX. Billing**

Vendor SFA will submit a written invoice to Recipient SFA following the end of each calendar month. The invoice must list the numbers and types of vended meals provided on each day of the preceding month to each Recipient site listed in Section XVIII 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).

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**

- In the event Vendor SFA utilizes an FSMC, the FSMC cannot invoice the Recipient SFA. It shall remain the responsibility of the Vendor SFA to invoice the Recipient 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 the FSMC)
- Recipient SFA will retain all meal claiming records (rosters, POS report, etc.)

**X. Charges and Billing**

The Recipient 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, prices are inclusive of delivery and all items listed in Section VI, Packaging. The 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.

<u>Menu Planning Grades/Group</u>	<u>UNIT PRICE per Snack/Meal</u>	<u>Estimated Meals PER DAY</u>	<u>Number of SERVING Days</u>	<u>ANNUAL Estimated Cost</u>
<b>LUNCH</b>				
	<b>Description:</b>	<b>Hot/Cold</b>		
Grades K-5	\$3.5000	30	180	\$18,900.00
Grades K-8	\$0.0000	0	0	\$0.00
Grades 6-8	\$3.5000	5	180	\$3,150.00
Grades 9-12	\$0.0000	0	0	\$0.00
<b>TOTAL COST:</b>				<b>\$22,050.00</b>

**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 XVIII, Recipient SFA Schools Receiving Vended Meals.

**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 XVIII, Recipient SFA Schools Receiving Vended Meals.

- 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

#### **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 60 days written notification to the other party. Neither party shall be liable for any loss nor shall 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.

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.

#### **XVI. Governing Law**

This contract shall be governed by, and construed in accordance with, the laws of the State of New Jersey.

#### **XVII. Entire Understanding**

This Agreement constitutes the entire understanding among the Parties and supersedes all prior or contemporaneous understandings, whether oral or written. In the event that any provision contained in this contract should conflict with any attachment to this contract, the provisions of the contract shall control.

**XVIII. RECIPIENT SFA SCHOOLS RECEIVING VENDED MEALS**

**WILLIAM H. ROSS**

101 N. Haverford Ave

Margate

08402

Elementary

Middle

High

Ungraded

Grades PreK-5

Grades PreK-8

Grades 6-8

Grades 9-12

Breakfast

Lunch

Snack

**EUGENE A TIGHE**

7804 Amherst Avenue

Margate

08402

Elementary

Middle

High

Ungraded

Grades PreK-5

Grades PreK-8

Grades 6-8

Grades 9-12

Breakfast

Lunch

Snack