

## Sample Vended Food Service Template

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ by and between the governing authorities of \_\_\_\_\_ hereinafter referred to as the **School District** and \_\_\_\_\_ hereinafter referred to as the **Vendor**.

This contract is for the duration of one school year beginning \_\_\_\_\_ and ending \_\_\_\_\_.

Now, therefore, in consideration of the covenants and agreements hereinafter expressed, it is mutually covenanted and agreed by and between the parties hereto as follows:

1. The Vendor will provide the School District with the meals indicated below, Monday through Friday on days when the School District's schools are in session.

\_\_\_\_\_ Breakfast meeting School Breakfast Program requirements, 7 CFR 220

\_\_\_\_\_ Lunch meeting National School Lunch Program requirements, 7 CFR 210

\_\_\_\_\_ Afterschool Snacks meeting Afterschool Care Snacks requirements, 7 CFR 210

\_\_\_\_\_ Fresh Fruit and Vegetable Program

2. All meals/snacks will be planned and prepared according to the relevant USDA child Nutrition Program regulations (i.e. lunches and afterschool snacks per 7 CFR Part 210; and breakfasts per 7 CFR Part 220). All meals/snacks will meet the requirements as specified in the aforementioned regulations.
3. The School District agrees to adhere to the procurement standards set forth in Section 210.21 of the NSLP regulations, OMB Circular 7 CFR 200.317-326.
4. The Vendor will conform to the rules and regulations of the School District's Program Agreement with the Office of Public Instruction and will comply with all applicable federal and state regulations.
5. The School District and Vendor will comply with the Buy American provision and purchase, to the maximum extent practicable, domestic commodities or products according to 7 CFR 210.21(d).
6. The School District will pay the Vendor the following price for meals:

Student Prices

Adult Prices

\_\_\_\_\_Breakfast

\_\_\_\_\_Breakfast

\_\_\_\_\_Lunch

\_\_\_\_\_Lunch

\_\_\_\_\_Afterschool Snacks

\_\_\_\_\_Fresh Fruit and Vegetable Program

7. The Vendor will invoice the School District weekly for meals/snacks provided. Payment will be due to the Vendor within \_\_\_\_\_ days from the invoice date.
8. The number of meals billed will be based on the signed Delivery Records.
9. The School District will account for the number of student and adult meals served according to procedures approved by the Office of Public Instruction.
10. The Vendor will deliver unitized meals/snacks with adequate servings to meet the requirements for the number of meals/snacks ordered.
11. Milk is provided by vendor and included in meal cost. \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**
12. No payment will be made for meals/snacks that are spoiled or unwholesome at the time of deliver, do not meet the Child Nutrition Program requirement or do not otherwise meet the requirements of this contract.
13. The Vendor will be provided a monthly menu calendar. Menus written by the SFA must be reviewed and changes made as necessary to ensure the NSLP meal patterns are met.
14. The Vendor will use the Food Based menu planning system for meals/snacks prepared for the School District.
15. The School District will telephone an accurate lunch order to the Vendor's office by \_\_\_\_\_AM each day. The School District will notify the Vendor of any increase or decrease in the number of meals ordered no later than \_\_\_\_\_AM each day.
16. The \_\_\_\_\_School District or \_\_\_\_\_Vendor will transport the meals from the preparation site to the delivery site. Meals will be delivered by \_\_\_\_\_AM. The meals will be transported in containers that maintain safe temperatures and prevent contamination.
17. The \_\_\_\_\_School District or \_\_\_\_\_Vendor will provide the transport containers. The containers will be cleaned and sanitized by the School District.

18. The \_\_\_\_ School District or \_\_\_\_ Vendor will furnish the serving trays, silverware, serving utensils, etc. These items will be sanitized by the School District.
19. Employees of the School District will serve meals/snacks. Servers will be responsible for setting up the serving line, serving meals, cleaning up the serving line, preparing equipment for transport back to the preparation kitchen and cleaning off dining tables. The Vendor will provide portioning instructions to the School District's servers.
20. The Vendor will maintain applicable health certification and food safety training for its employees; a food service license for any facility in which meals are prepared; and any other state, county or city health licenses as required for the duration of the contract.
21. The School District will maintain a current Montana food service license and any other state, county or city health licenses as required for the duration of the contract.
22. The Vendor will assist the School District in developing and updating the School District's Food Safety/HACCP plan.
23. The Vendor will maintain food production records indicating food produced, portion size, quantity prepared, and recipe number or product description. Information for nutrient analysis, including standardized recipes, nutrition fact labels, and Child Nutrition (CN) labels must be on file with the vendor. The School District will need this information to support its claim for reimbursement and any reviews related to meals meeting menu requirements.
24. The Vendor will make all related records available, for a period of three years from the date of the final payment under the contract, for inspection and audit by representatives of the Office of Public Instruction, USDA and the U.S. General Accounting Office at any reasonable time and place. If audit findings have not been resolved, the records will be retained beyond the three year period as long as required for resolution of issues raised by the audit.
25. The School District may monitor the Vendor's food service operation through periodic on-site visits.
26. The School District will retain signature authority on its Office of Public Instruction Program Agreement, Free and Reduced-Price School Meal Application, Claim for Reimbursement and non-profit Food Service Fund.
27. In accordance with federal regulations and FNS Instruction 783-2, the Vendor will make substitutions in reimbursable meals as specified by a recognized medical authority for individual participating children who are unable, because of a disability or other special

dietary need, to consume specified foods. The School District will notify the Vendor of any such special dietary needs.

28. If the School District is eligible to receive USDA Foods entitlement, the value for the school year is \$\_\_\_\_\_. The School District will permit MT OPI to transfer the Contractor's SFA's entitlement value for the school year to the School District supplying the meals. The Vendor will credit the School District for their SFA's USDA Foods based on the entitlement value.

- a. School District will provide credits for USDA Foods to Contractor at this frequency (check one):
  - On the monthly invoice, in the set monthly credit amount based of Contractor's entitlement value shown above divided by number of operating months of \_\_\_\_\_. Monthly credit that will be provided by the Vendor (total entitlement divided by the number of operating months: \_\_\_\_\_).
  - Other frequency
  - At the end of the contract year.

29. With the exception of payment obligations for prior performance under this agreement, neither the Vendor nor the School District will be liable for the failure to perform their respective obligations under this agreement when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

30. This contract may be terminated by either party for cause or by mutual agreement between parties.

31. The School District may terminate this contract for breach/neglect as determined by the School District when considering such items as failure to maintain and enforce required standards of sanitation, failure to provide periodic information/statements or failure to maintain quality of service at the level satisfactory to the Contractor.

32. **Total Contract Cost (estimate based on previous year's data)**

_____	x	_____	x	_____	=	_____
<b># of Daily Lunches</b>		<b># Days Served</b>		<b>Rate/Meal</b>		<b>Annual Total Cost</b>
_____	x	_____	x	_____	=	_____
<b># of Daily Breakfasts</b>		<b># Days Served</b>		<b>Rate/Meal</b>		<b>Annual Total Cost</b>
				=		
				_____		
				<b>Annual Total Cost</b>		

## Signatures

In witness whereof, the parties hereto have executed this agreement as of the date and year first written above.

School District:

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Authorized Representative's Signature	Date
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Vendor:

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Authorized Representative's Signature	Date
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Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:**  
U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410; or
2. **fax:**  
(833) 256-1665 or (202) 690-7442; or
3. **email:**  
[Program.Intake@usda.gov](mailto:Program.Intake@usda.gov)

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