

FOOD SERVICE CONTRACT - SNP

NORTH DAKOTA DEPARTMENT OF PUBLIC INSTRUCTION
CHILD NUTRITION AND FOOD DISTRIBUTION PROGRAMS

(Rev. 6/02) G/Tools/SNP/Food Service Contract-SNP

The _____ hereinafter referred to as the Institution and the _____ hereinafter referred to as the Food Service, hereby enter into an agreement, which describes the responsibilities of each party when providing meal service to Schools participating in the National School Lunch and/or Breakfast Programs.

The Institution agrees:

1. To provide the Food Service with a list containing the names and addresses of the approved schools and the number of meals, by type, to be delivered to each location.
2. To notify the Food Service if the number of meals to be delivered needs to be altered for any school by _____ on the day for which meals are to be served.
(time)
3. To be responsible for ensuring that the Food Service operation conforms to the institution's agreement with the North Dakota Department of Public Instruction (NDDPI).
4. To adhere to the procurement standards, as set forth in 7 CFR 210, the National School Lunch and Breakfast Program regulations, when procuring meals from a Food Service.
5. To send to the NDDPI, any proposed changes in the contract for approval prior to implementation.
6. To notify the Food Service with reasonable advance notices those days and times for which meals are not served.

The Food Service agrees:

1. To maintain such records as follows to document food costs:
 - delivery invoices signed by a designee of the school certifying that quantities and qualities meet specifications.
 - itemized statements showing quantities, unit prices, and total bill for food delivered each month.
 - receipt of payment for food service.
 - menus and production records reflecting actual types and amounts of food prepared and delivered.
 - cycle menus to be used and if the cycle menu is altered during the contract period, revised menus shall be submitted to the school.
2. To promptly submit delivery invoices, delivery reports, and itemized statements to the Institution no less frequently than monthly.
3. To insure that health and sanitation requirements are met at all times where and when food is prepared, stored and delivered.
4. To make available to the NDDPI, the United States Department of Agriculture (USDA), or the General Accounting Office, books and records for inspection and audit at any reasonable time and place, for a period of 3 years from the date of receipt of final payment under this contract, or in cases where an audit is requested by the NDDPI or the USDA remains unresolved, until such time as the audit is resolved.
5. To operate in accordance with current National School Lunch and Breakfast Program regulations.
6. To plan menus to meet meal pattern requirements as stated in National School Lunch and Breakfast Program regulations and serve meals, which conform to the cycle menus upon which, the bid was based.
7. To not subcontract for the total meal, with or without milk, or for the assembly of the meal.

8. To deliver the prescribed meals according to the locations and times prescribed below:

Meal	No. of Meals	Site & Address	Time of Delivery
Breakfast			
Lunch			
Supper			
Snack			

(add additional sheets of necessary)

The Institution and the Food Service mutually agree that:

1. Menu cycles must be reviewed and changes made as necessary so that meal requirements are met as outlined in the National School Lunch and Breakfast Program regulations.
2. All special meals and/or snacks requested by the Institution shall be submitted to the Food Service in writing no later than one (1) day prior to being served and are subject to the Food Service's approval, based on Food Service's ability to provide the special service. This notice shall include any specific instructions for preparation.
3. Meals which are delivered outside of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, or do not otherwise meet the meal requirements contained in this contract, will not be accepted nor money exchanged.
4. The price of the meals for adults and children will be:

Meal	Child	Adult
Breakfast	\$	\$
Lunch	\$	\$
Snack	\$	\$
Supper	\$	\$

**These prices reflect the value of preparing and serving these meals.*

This price includes milk Yes No

5. Any proposed increase in the meal prices during the term of this agreement would initiate discussion between the Food Service and the Institution. Any and all adjustments in rates, provisions, or program will be a mutual agreement between the food service and the Institution.
6. If the Food Service is a group that receives commodities from the USDA, the charge listed in Item 4 of this section should reflect the value of the use of the commodities in preparation of those meals.

In the event that the Food Service should fail to carry out and comply with any of the covenants, conditions, and agreements to be performed by it hereunder, or to comply with any reasonable requirements adopted by the Institution in respect hereto, the Institution may notify the Food Service of such failure or default and demand that the same be remedied and, in the event of failure of the Food Service to so remedy the same, within said period; the Institution shall thereupon have the right to cancel and terminate this agreement without further notice to the Food Service.

This agreement is effective beginning _____, 20__ and ending _____, 20__.

Authorized Representative of the Institution
Authorized Representative of the Food Service

Title
Title

Date Signed
Date Signed

