

Contract Agreement for HELP-New Mexico, Inc. (Sunrise Elementary) Vended Meal Service

I. Involved Parties

This agreement is entered into between,

Student Nutrition Program - Gadsden Independent School District

P. O. Drawer 70, Anthony, New Mexico 88021

(505) 882-6771

and HELP-New Mexico, Inc.

1252 Barker Road, Las Cruces, New Mexico 88005

(505) 523-2411

hereafter referred to as the Vendor and the Center.

II. Rates and Payment Provisions:

The Vendor hereby agrees to furnish meals inclusive of milk to the HELP-New Mexico Pre-K for the rates listed below:

Breakfast:	\$ <u>1.70</u> each	Lunch:	\$ <u>2.85</u> each
Snack:	\$ <u>.70</u> each	Supper:	\$ <u>N/A</u> each

Approximately **23 Breakfasts, 46 Lunches and 23 Snacks** will be required for each day of service. A monthly bill for the total number of meals ordered and received will be sent by the Vendor to the Center by the 10th of each month. Payment is due to the vendor by the end of the month.

Payment shall not be made to the vendor for; meals which are delivered outside of the agreed upon delivery time, meals which are spoiled or unwholesome at the time of delivery or do not otherwise meet the meal specification requirements contained in the contract.

III. Specifications:

The vendor shall operate in accordance with current USDA Child Nutrition Food Program Regulations.

Meals delivered shall conform to Cycle Menu followed by the District's National Program upon which the bid was based and to menu changes agreed in writing by both the center and the vendor.

All meals and snacks must conform to the State of New Mexico and the USDA Child Nutrition Food Program requirements and in nutritive value and content, required components and minimum quantities as specified in the Enhanced Food Meal pattern requirements / creditable foods.

All meals and snacks must be prepared in the kitchen operating with a current passing certification inspection from the State of New Mexico Environmental Department or have

other local or Federal health certification. Health and sanitation conditions are to be met by the vendor at all times. All meals and snacks must be prepared under sanitary conditions and held, as well as delivered to the Center at proper temperatures to prevent food borne illness. Meals are to be made available upon request to New Mexico State agency staff for periodic inspection by the local health department or an independent agency to determine if bacteria levels conform to the levels which may be present in meals prepared or served by other establishments in the locality. The results of these inspections shall be submitted to the center and the state agency

IV. Ordering and Delivery Procedures:

The following facilities which have been approved for participation are to have meals delivered to each location, each day, as specified.

<i>Facilities</i>	<i>Number of Meals</i>	<i>Delivery Time</i>
Sunrise Elementary	23 – Breakfasts	8:00 a.m.
Sunrise Elementary	23 – Lunches (a.m.)	(before) 11:30 a.m.
	23 – Lunches (p.m.)	(after) 12:00 p.m.
Sunrise Elementary	23 – Snacks	2:00 p.m.

Days of the week: Monday / Tuesday / Wednesday / Thursday

Meals shall be delivered in accordance with the delivery schedule described in the contract unless changes are agreed to by both parties in writing.

Deliveries may be made and will be accepted up to 15 minutes prior to, and / or 15 minutes after the delivery time specified and still be considered within the contracted delivery time.

Increases or decreases in the number of meals ordered may be made by the HELP-New Mexico Pre-K Program as needed by submitting a change order for the number of meals required for the next day of service, to the delivery person at the time of current day delivery or by calling the vendor's office (Sunrise Cafeteria) with at least 4 hours of prior notice.

I. Record Keeping:

The vendor shall maintain such records as the institution will need to meet its responsibilities and shall promptly submit invoices and delivery reports to the center no less frequently than monthly.

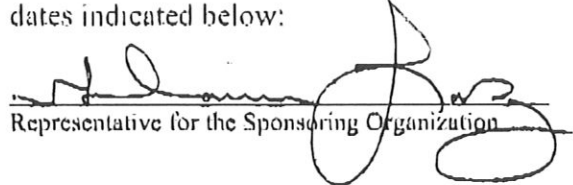
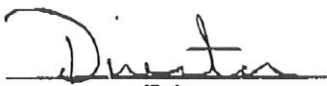
The books and records of the vendor pertaining to the institution's food service operation shall be available for inspection and audit by representatives of: The State Agency, The USDA or The US General Accounting Office at any reasonable time and place, for a period of three years from receipt of final payment under the contract, or in the cases where an audit requested by the State Agency or USDA remains unresolved, until such time as the

audit is resolved.

II. Contract Effective Period:

The agreement shall be effective as of August 4, 2009 and shall remain in effect until June 30, 2010. Termination of this contract can occur with 7 days of written notice given by either party. Modifications may occur at any time when agreed to by both parties in writing.

IN WITNESS WHEREOF, The aforementioned parties have executed this agreement on the dates indicated below:

 Representative for the Sponsoring Organization	 Director Title	<u>8/10/09</u> Date
_____ Representative for the F.S. Management Company (Vendor)	_____ Title	_____ Date