**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ School Nutrition Programs (adopted 6/15/2020)**

**For School Year \_\_\_\_\_\_\_-\_\_\_\_\_\_\_\_\_\_**

**LOCAL FOODS FORWARD CONTRACT AGREEMENT**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ School Nutrition Program** is increasing purchases of locally grown, harvested, and produced food products to feed a student enrollment of approximately X,XXX.

As an awarded vendor of the district’s RFP process, we would like this agreement to recognize our desire to purchase and your desire to grow, harvest and deliver products to the schools.

This agreement will reduce the risk for both parties. Producers will have advanced quantities, delivery dates and prices confirmed. Schools will have a reliable local food supply. Both parties will have contingency plans in place in case of unforeseen issues and eligible substitutions and timing if necessary. This is not a legally binding document. It serves to document our intentions and agreement.

The **School Nutrition Program intends to buy Fresh Apples from date to date.**

**Specification**

* U.S. Fancy Grade
* Varieties: Seeking many as possible over the course of the season;
* Sizes: 125 to 140 count depending upon school location;
* Products are CLEAN, free from dirt and pests;
* Packaging: Apples are packed in 40 pound cases in either tray packs (size 100-150) or cell packs (size 96-140) or in bulk boxes.
* All boxes will be inspected for bruising and will be rejected if more than 2% are showing damage. (3 out of 140; 2 out of 125)
* Price includes any delivery charges to the school indicated
* Date Range of weeks:
* Case volume is estimated

The \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Grower/Producer) intends to grow, harvest and deliver these products.

Total quantity to be delivered (includes all schools listed previously): \_\_\_\_\_\_\_\_\_\_\_\_\_

Payment terms and Process:

Each delivery will include an invoice for the specific location with the Vendor Name, quantity, variety and extended price from a computerized system if required.

Payments should be made within the following month on the district’s cycle.

If the vendor requires a Community Supported Agriculture model, up to 50% of the total value of the purchases may be paid at an agreed time before the planting season begins.

It is understood that weather and devastating drought or storms may prevent the completion of this contract. No obligation by the vendor or school district will be assumed in this event. Neither the farmer nor district shall be responsible for any losses resulting if the fulfillment of the terms of the agreement is delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or any other acts which could not have been prevented by the exercise of due diligence ("Act of God").

Contingency Plan: At the time of ordering, should any of the crops be unavailable due to growing or harvesting issues, the school contact will be notified and substitutions considered.

The Vendor contact will:

* **Contact the District one month before** the first delivery to apprise the District of any issues with the anticipated harvest;
  + At the latest, one month prior, the vendor can request alterations to the RFP award to adjust for growing conditions and harvest including item substitution, item cancellation or price adjustment in extreme situations. Price adjustments would be tied to the change in price published for the Boston market.
* Will give any credit for any quality problems with the product within 2-5 days of delivery as long as the District stored the product at the proper temperature.
* Will notify the District of any problems with delivery or school site issues
* Will send a price list of other products weekly to the District for additional purchases.

The District contact will:

* **Contact the vendor two weeks before** the first shipment to confirm order amounts, dates and locations of deliveries.
* Any special instructions for delivery including challenges that will affect their weekly order or the district's order.
* Contact the vendor whenever events may reduce meal service in order to minimize impacts on the fulfilment of the Agreement; working with the vendor to avoid cancellation.

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District Signature of Acknowledgement \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

Name

Email

Phone

Vendor Signature of Acknowledgement \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

Name

Email

Phone

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