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

**SCHOOL NUTRITION PROGRAMS VENDED MEALS CONTRACT**

**Between**

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| --- | --- |
| **School Food Authority Vendor:**  **Conejo Valley Unified School District** | **School Food Authority Recipient:**  **Bridges Charter School** |
| **Address:**  **750 Mitchell Rd., Newbury Park, CA 91320** | **Address:**  **1335 Calle Bouganvilla, Thousand Oaks, CA 91360** |
| **Contact Person:**  **Virginia Beck** | **Contact Person:**  **Kelly Simon** |
| **Phone: (805) 498-4557 Ext. 7531** | **Phone: (805) 492-3569** |
|  |  |
| **Cell: (805) 558-3678** | **Cell:** |
| **Email: vbeck@conejousd.org** | **Email: Kelly.simon@bridgescharter.org** |

**I. Purpose and Term**

Recipient School Food authority (Recipient SFA) participates in the United States Department of Agriculture (USDA) School Nutrition Programs (SNP) that are administered by the California Department of Education (CDE). Vendor School Food Authority (Vendor SFA) participates in the USDA School Nutrition Programs that are administered by the CDE, Division of Food and Nutrition. 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 meals indicated in Section VI below (collectively referred to in this contract as the “vended meals”) as part of the respective USDA Child Nutrition Programs, all in accordance with the terms of this contract and applicable federal and State regulations.

Vendor SFA will provide the vended meals to the Recipient SFA school site located at: 1335 Calle Bouganvilla, Thousand Oaks, CA 91360. Recipient SFA will give Vendor SFA 90 days advance notice of any change to the site or meal service requirements.

This contract is effective for a period of one year commencing on July 1, 2024, and ending on June 30, 2025, unless terminated earlier as provided herein.

**II. School Calendars**

Vendor SFA will provide the vended meals daily on days when both Vendor SFA schools and Recipient SFA schools are scheduled to be in session, according to their respective school year calendars attached as Exhibit A (Recipient SFA) and Exhibit B (Vendor SFA), incorporated into this contract. Vendor SFA will not be required to provide vended meals on days when Vendor SFA schools are scheduled to be closed but may provide vended meals with 10 - day advance notice. Vendor SFA will not be required to provide vended meals on days when Recipient SFA schools are scheduled to be closed. Vendor SFA will not be required to provide vended meals on any planned non-serving day for the Recipient SFA that is not shown on Exhibit A, provided Recipient SFA notifies Vendor SFA at least 10 business days in advance of such date; and on days when schools are closed due to inclement weather or other causes.

**III. Menus**

Vendor SFA will provide Recipient SFA with menus prepared on a monthly basis at least 10 days in advance of their effective dates.

**IV. Milk**

All vended meals supplied by Vendor SFA will include milk**.**

**V. Medical Statements/Special Meal Requests**

Vendor SFA will make substitutions in the food components of the meal pattern for students with disabilities when the disability is certified by a signed Special Meal Request form from a licensed physician. For students who are unable to consume regular meals because of a medical or other special dietary need, substitutions shall be made on a case-by-case basis when supported by a signed statement from a medical doctor or recognized medical authority. Soy milk will be substituted for cow’s milk if a parent or recognized medical authority submits a signed Milk Substitute Request form.

**VI. Meal Requirements**

Under this contract, Vendor SFA will provide Recipient SFA:

* Lunches meeting NSLP requirements set forth in 7 CFR Section 220.10
* Breakfasts meeting School Breakfast Program (SBP) requirements set forth in 7 CFR Section 220.8
* Afterschool snacks meeting Afterschool Care Snacks requirements set forth in 7 CFR Section 210.10

All vended meals will conform to the current applicable meal pattern requirements set forth by NSLP/SBP Regulations. The Vendor SFA agrees to comply with all other USDA regulations regarding food service vendors.

**VII. Orders**

Recipient SFA will order vended meals on a daily or weekly basis.

Recipient SFA may increase or decrease the number of each type of vended meal ordered for any day by fifteen (15), or less, vended meals by notifying Vendor SFA no later than 9:00am on the day of the delivery.

Recipient SFA may order additional food, condiments, utensils, or paper goods from Vendor SFA by notifying Vendor SFA weekly.

**VIII. Packaging**

* Vendor SFA will provide all vended meals as individual unitized meals packaged in sealed, leak-proof containers suitable for transport.
* Vendor SFA will provide side dishes and produce in bulk.

All vended meals supplied by Vendor SFA will include the following (check all that apply):

* Eating utensils
* Condiments
* Paper Goods
* Serving Utensils
* Disposable Meal Trays

**IX. Delivery**

Vendor SFA delivers no later than 11:00 am each day. 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. Recipient SFA will be responsible for the condition and care of vended meals after accepting delivery from Vendor SFA.

Vendor SFA will prepare a daily delivery slip for each Recipient SFA vended site. An authorized 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 slip. All discrepancies will be addressed and corrected by mutual agreement of Vendor SFA and Recipient SFA. There is no charge for delivery.

**X. Labor**

Vendor SFA will not 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.

**XI. Charges**

Recipient SFA will pay the following charges for vended meals that meet Child Nutrition Programs requirements and are provided in accordance with this contract:

Note: The prices below do not include credit for USDA Foods.

Breakfast: K-8 $ 1.75

Lunch: K-8 $ 3.25

Snack: K-8 $1.25

**XII. USDA Foods**

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

**XIII. Billing:**

Vendor SFA will submit a written invoice to Recipient SFA following the end of each calendar month, listing the numbers and types of vended meals provided on each day of the preceding month to each Recipient site, the monthly total for each type of vended meal provided, and their respective unit prices. The invoice shall also include an itemized list and the respective charges for any additional food, condiments, utensils, paper goods, or other supplies delivered by Vendor SFA to Recipient SFA in the preceding month.

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.

**XIV. 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 appropriately 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 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 manual, and time and temperature monitoring for each Recipient SFA site.

**XV. Buy American Certification**

By the requirements of the Richard B. Russell National School Lunch Act’s (NSLA) Buy American provision that school food authorities (SFAs) must follow these guidelines when purchasing food and food products for use in the Child Nutrition Programs. Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a new provision, Section 12(n) of the NSLA (42 USC 1760(n), requiring SFAs to purchase domestically grown and processed foods to the maximum extent practicable.

Section 12(n) of the SNLA defines “domestic commodity or product” as one that is produced and processed in the United States (greater than 51%) using agricultural commodities that are produced in the United States.

There are two situations that may warrant a waiver to permit purchases of foreign food products including: 1) the product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; and 2) competitive bids reveal the costs of a U.S. product to be significantly higher than the foreign product.

**XVI. USDA Nondiscrimination Statement**

Both the Vendor SFA and Recipient SFA agree to the following requirements as outlined in the U.S. Department of Agriculture (USDA) Nondiscrimination Statement below.

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color national origin, sec (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

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/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.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:

1. Fax: (833) 256-1665 or (202) 690-7552

Or:

1. Email: [program.intake@usda.gov](mailto:program.intake@usda.gov)

**XVII. Recordkeeping and Availability of Records**

Recipient SFA will maintain daily production records to include meals received and meals served.

Vendor SFA will maintain daily production records and temperature logs. Vendor SFA will provide records relating to vended meals as needed, including but not limited to, the following: standardized recipes, nutrient information, child nutrition labels and/or manufacturer product formulation statements for all meal components served as a part of the reimbursable vended meals.

Vendor SFA agrees to grant the Recipient SFA, CDE, USDA, 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, which are directly pertinent to this contract, for the purpose of making audit, examination, excerpts and transcripts. Vendor SFA shall provide timely and reasonable access to Vendor 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 (3) 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 will adhere to all additional exceptions, if applicable, as required by state and Federal law.

**XVIII. Claim 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 CDE.

**XIX. Training**

Vendor SFA will provide training, at no charge, to Recipient SFA. Available training includes assistance in completion and submission of NSLP application to the CDE, meal benefit application training, training in the use of Q application and point-of-service software, and ServSafe education. The ServSafe Manager Certification exam, under a Proctor’s guidance, is available for the current exam fee.

**XX. Termination**

Either party may cancel this contract by giving 30 days’ written notification to the other party. Neither party shall be liable for any loss or penalty upon such termination. Recipient SFA shall pay Vendor SFA for vended meals delivered in accordance with this contract prior to the termination date.

**The Parties have expressed their mutual agreement with the foregoing, and in consideration thereof, the undersigned, as the duly authorized representatives of their respective agencies, hereby execute this Agreement.**

**Vendor SFA Authorized Representative Signature:**

**Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Recipient SFA Authorized Representative Signature:**

**Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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