

**VENDED MEALS CONTRACT**  
**Between**  
**Ocean Charter School**  
**and**  
**FRESH START HEALTHY MEALS**

This Agreement is made and entered into this 30th day of June 2025, by and between FRESH START HEALTHY MEALS (the "Vendor") and the Ocean Charter School, (hereinafter called the "OCS") as the purchaser of food services. The rendering of service under this Agreement shall commence from the date first above written and shall terminate no later than July 1, 2026 (the "Term") with four (4) additional one (1) year options with the same terms and conditions.

Vendor was selected as the highest ranked proposer among entities responding to the OCS's RFP # 202526 Request for Proposals - Vended Meals.

- 1) SCOPE OF WORK: Vendor agrees to supply daily pre-prepared meals ("Meals") to specified school sites and to perform all services as outlined in the Scope of Work attached hereto as **Exhibit A**, for the cost outlined in the Fee Schedule attached hereto as **Exhibit B**.
- 2) TERMS AND CONDITIONS: Vendor shall perform the services described in **Exhibit A** at each of the school sites listed in Exhibit A ("SFA Sites") during the Term of this Agreement, under the following terms and conditions:
  - a. The quantity of Meals to be provided per day to each SFA Site may fluctuate based on enrollment figures and other practical factors. The precise quantities of Meals of any type to be delivered shall be established by the Parties two (2) weeks prior to the start of any given month, and shall continue for the upcoming month unless and until changed by mutual agreement of the Parties.
  - b. To the extent practicable, Vendor shall make every attempt to provide the Meals as listed on the monthly menu; however the Parties agree that all menu items may be subject to change based upon availability of quality ingredients. All menu changes shall be approved in advance by OCS. Vendor agrees to provide OCS with a minimum of one (1) business day notice prior to any menu changes.
  - c. Vendor shall additionally provide food services for OCS and school-related special events as reasonably requested by OCS. Such requests shall be made at least ten (10) days in advance of the event. All food and labor costs for special events shall be billed separately to the OCS shall pay such food and labor costs within thirty (30) days of the scheduled event.

D. No payment shall be made for Meals that are spoiled or unwholesome at the time of delivery, do not meet the specifications set forth in the applicable regulations of the United States Department of Agriculture (USDA), or do not otherwise meet the requirements of this Agreement.

E. Meals shall be prepared at a facility which maintains all appropriate state and local health certifications for the facility and that continues to meet or exceed all state and local health standards.

F. Food shall be maintained at a safe and appropriate temperature at all times before, during, and after food preparation and until the Meals are delivered to each of the SFA Sites.

G. Vendor shall provide all of the vehicles and equipment necessary to transport Meals to each of the SFA Sites at the times designated for delivery by the OCS.

H. Vendor shall maintain records necessary to support the OCS's reimbursement claims for number of daily meals served, by type. Such records shall be reported daily. Vendor shall provide records regarding the Meals delivered each day, including quantities per type of meal, and the time of delivery, disaggregated for each SFA Site.

I. Vendor shall operate in an environmentally sustainable manner: recycling and composting and using all "green" products to the extent feasible.

J. Itemized invoices shall be submitted to the OCS on a monthly basis for all Meals that have been delivered.

3) STATUS OF VENDOR: In performing the services herein specified, Vendor shall act as an independent contractor and shall have control of the work and the manner which it is performed. Vendor shall be responsible for providing legally mandated benefits including, but not limited to, Worker's Compensation Insurance, and to comply with State and Federal tax withholding regulations. OCS retains the general right of inspection in order to judge, whether, in OCS's opinion, the work is being performed by Vendor in accordance with the terms of this Agreement. Vendor shall have no authority to act on behalf of the OCS in any capacity whatsoever as agent, nor to bind OCS to any obligation.

4) INDEMNITY: The Vendor shall hold OCS, its officers, agents, and employees harmless from liability of any nature or kind because of the use of any copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this contract, and agrees to defend, at Vendor's own expense, any and all actions brought against the OCS or Vendor because of the unauthorized use of such articles. Vendor shall indemnify, defend and hold harmless OCS, employees, volunteers or consultants from and against any and all claims, damages, losses, liabilities, penalties, costs, and liability of any kind arising out of the negligence or willful misconduct of vendor or its, employees in connection with the performance of the Work herein, save and except such actions, claims, damages, losses, liabilities, costs and expenses as determined by a court of competent jurisdiction as having arisen from the active negligence or willful misconduct of an indemnified party. The obligations of Vendor herein are in addition to, and not in substitution of Vendor's obligations as set forth in this Agreement. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

It is the policy of the OCS that in connection with all work performed under a purchase order or agreement with OCS, there shall be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, sex, or religious creed, and therefore, the Vendor agrees to comply with applicable Federal and California laws regarding employment practices. In addition, the Vendor agrees to require like compliance by all sub-contractors employed on the work by Vendor.

All work to be performed to the satisfaction of OCS and its respective SFA Site administration.

- 5) SERVICE: Vendor is expected to maintain a normal service time which is established as needed after receipt of order or service call request.
  
- 6) INCLUSION IN THE CONTRACT: The right is reserved by the OCS at its discretion, to include any other governmental entity in the Agreement at the accepted prices.
  
- 7) RESPONSIBILITY FOR GOVERNMENTAL ENTITIES OTHER THAN THE OCS: Participation by other government entities will not impose any responsibility for payment of claims on the OCS. Each such governmental entity will be billed separately, and payments will be made by warrants drawn on the appropriate funds for the governmental entity.
  
- 8) INVOICING: Upon satisfactory applications, the Vendor may invoice OCS on a monthly basis for the services provided hereunder. All invoices must be mailed to Ocean Charter School.
  
- 9) RIGHT TO AUDIT: The OCS reserves the right to verify, by examination of Vendor's records, all invoiced amounts.

- 10) TERMINATION: This agreement may be terminated by either party upon thirty (30) days written notice. Funds provided for commodities or service under the terms of this Agreement are contingent on availability of public funds. Should sufficient funds not be allocated during those terms, OCS agrees to utilize non-cafeteria funds.
- 11) INSURANCE: Vendor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with products and materials supplied to OCS. The cost of such insurance shall be borne by the Vendor.

*Minimum Scope of Insurance.* Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 00 01) and including products coverage.

*Minimum Limits of Insurance.*

- |                           |   |  |
|---------------------------|---|--|
| 1. General Liability:     | \$2,000,000   | General Aggregate                                |
|                           | \$2,000,000   | Products/Completed Operations Aggregate          |
|                           | \$1,000,000   | Personal & Advertising Injury                    |
|                           | \$1,000,000   | Each Occurrence                                  |
| 2. Automobile Liability:  | \$1,000,000   | Per Accident for Bodily Injury & Property Damage |
| 3. Workers' Compensation: | Statutory; As required by the State of California.      |  |
| 4. Employer's Liability:  | \$1,000,000; Per Accident for Bodily Injury or Disease. |  |

Prior to approval of the first Menu under this Agreement, Vendor shall file with OCS evidence of the Insurance required by this Section, including evidence of its compliance with the requirements of Labor Code Section 3700 relating to workers' compensation benefits, and policies of insurance, or certificates thereof, issued by companies licensed to transact business in the State of California. Insurance policies shall name the OCS and its officers, agents and employees as additional insured.

- 12) COMPLIANCE WITH LAW: Vendor shall provide services in accordance with applicable Federal, State and local laws, regulations and directives.

13) FINGERPRINTING REQUIREMENTS:

(A) Pursuant to Education Code section 45125.1, before any agents or employees of Vendor may enter school grounds where they may have any contact with pupils, Vendor shall submit fingerprints of its employees in a manner authorized by the California Department of Justice, together with a fee determined by the Department of Justice. Vendor shall not permit any employee to come into contact with pupils of OCS and/or the SF As until the Department of Justice has ascertained that the Vendor's employees have not been convicted of a felony as defined in Education Code section 45122.1.

(B) Vendor shall provide OCS with a written list of the names of its employees who may come in contact with pupils before commencement of work. Vendor shall certify, in a form provided by OCS, in writing to the OCS, under penalty of perjury, that it has complied with the requirements of Education Code section 45125.1, and that none of its employees who may come in contact with pupils have been convicted of a felony as defined in Education Code section 45122.1, based upon the information Vendor has received from the Department of Justice.

(C) If Vendor believes that its employees will have only limited contact with pupils and should therefore be exempted from these requirements, Vendor must contact the OCS with its request for exemption within fifteen (15) days prior to the commencement of work. The request for exemption must specify the grounds for such proposed exemption, considering the totality of circumstances, including but not limited to the length of time Vendor will be on school grounds, whether pupils will be in proximity to the site where the Vendor's employees are working, and whether the Vendor's employees will be working by themselves or with others. Whether to grant or deny the exemption is within the sole discretion of the OCS's Board of Education.

(D) The Vendor shall impose the foregoing requirements on any subcontractors or assignees.

**EXHIBIT A**  
**SCOPE OF WORK**

Vendor will supply meals to the Ocean Charter School (hereinafter referred to as "SFA"), that comply with the nutrition standards established by the United States Department of Agriculture (USDA) for the National School Lunch and School Breakfast Programs (7 CFR parts 210 and 220), and any other requirements imposed by any applicable state or federal statute or regulation.

The vendor will prepare meals off-site in a facility that maintains the appropriate state and local health certifications, and will package and deliver these meals in accordance with the food safety guidelines of the appropriate governing health departments. Vendors must submit with their proposal a copy of the current state and local health certifications.

**SFA SITE IDENTIFICATION**

*Information below is subject to change*

---

**Ocean Charter School Site Information**

---

Site Name	Site Address	Enrollment	Breakfast	Lunch	Equipment Onsite
Ocean Charter School	12870 Panama St, Los Angeles, CA 90066	560	38	175	Refrigerator, Food Warmer, Oven, Stove

**GENERAL VENDOR RESPONSIBILITIES**

- a. The vendor shall provide the services required by this RFP at all times in accordance with generally accepted standards of care and best practices in the industry.
- b. Vendor shall deliver meals to location(s) at times specified by SFA.
- c. Vendor will provide the necessary utensils and napkins in sufficient quantity for the number of meals ordered.
- d. Vendor shall be responsible for the condition or care of meals until they are delivered to the school.
- e. The vendor shall be responsible for providing meals and menus appropriate for the age of the students served and acceptable to students evidenced by a minimum of plate waste and participation levels. The meals shall fully comply with the New Meal Pattern for breakfast and lunch as required by the Healthy, Hunger-Free Kids Act of 2010 (HHFKA)

- f. Vendor will provide at least three (3) lunch options daily, two (2) hot and one (1) cold, including one (1) vegetarian option.
- g. Vendor shall provide to SFA a monthly menu covering the meals to be served for the following month, no later than one (1) week prior to the end of each month. When requested by the SFA, the Vendor shall provide SFA with sack lunches for field trips. All meals for field trips must meet the appropriate meal pattern requirements.
- h. Vendor shall maintain all necessary records on the nutritional components and quantities of the meals served at the SFA and make said records available for inspection by the SFA, the CDE, and the USDA, upon request.
- i. The Vendor is required to substitute food components of the meal pattern for students with disabilities in accordance with 7 C.F.R. §210.10(m) when the disability restricts their diet and is permitted to make substitutions for students without disabilities when they are unable to eat regular meals because of a medical or special dietary need.
- J. Maintain employment records that show VENDED MEAL COMPANY staff have all professional and health certification as are required by the Food Service Program, or as required by the SFA.

#### **GENERAL SFA RESPONSIBILITIES**

- a. The SFA shall approve the menus and recipes for meals and other food to be served or sold to students to ensure compliance with the rules and regulations of the state of California and the United States Department of Agriculture. The SFA must authorize any deviations from the approved menu cycle.
- b. The SFA may request menu changes periodically throughout the Term of the Contract and shall inform the Vendor of any adjustments to menus and monitor implementation of adjustments.
- c. The SFA orders meals on a daily basis for each site for each type of meal to be delivered. Orders must be placed at least 1 week prior to the start of the month. count changes are acceptable 3 business days prior to the delivery day by 12pm
- d. The SFA shall be responsible for receiving medical statements regarding students' disabilities/special dietary needs and shall ensure the vendor complies with all special dietary accommodation requirements. Substitutions are made on a case-by-case basis and must be supported by a statement of the need for substitutes that includes the recommended alternate foods.
- e. The SFA will provide staff to serve food to each grade level and children.  
The staff will keep accurate record keeping and counts for vended meals to provide accurate numbers for reimbursement.

## **EQUIPMENT**

- a. The Vendor shall provide equipment to transport meals as needed to each site.
- b. The Vendor shall provide written notification to the SFA of any equipment belonging to the Vendor within ten days of its placement on SFA premises.
- c. The Vendor shall retain title to all vendor-owned property and equipment when placed in service. The vendor shall provide, at no cost to the SFA, complete maintenance, repair, and replacement services for all Vendor-owned property and equipment.
- d. Upon expiration or termination of the Contract, it shall be the Vendor's responsibility to remove all vendor-owned property and equipment within a timely manner and without damage to SFA facilities.

## **PACKAGING REQUIREMENTS**

- a. Hot meal unit-Packaging suitable for maintaining components at temperatures in accordance with state and local health standards. Container and overlay should have an airtight closure, be of non-toxic material, and be capable of withstanding temperatures of 135 degrees F.
- b. Cold meal unit or unnecessary to heat-Container and overlay to be plastic or paper and of non-toxic material.
- c. Sack meals must be in white or brown paper bags or in boxes with enough strength to hold meals without tearing or ripping.
- d. Meals shall be delivered with the following items: condiments, napkins, and single service ware. Vendor shall insert non-food items that are necessary for the meal to be eaten.

## **DELIVERY REQUIREMENTS**

- a. Meals must be delivered in accordance with the approved menu cycle.
- b. The vendor shall provide a delivery slip with the date and the number of meals delivered. The SFA authorized representative or his/her designee must sign the delivery slip and verify the condition of the meals received.
- c. Meals must be delivered in closed-topped, sanitary vehicles.
- d. Meals must be delivered in clean, sanitary transporting containers that maintain the proper temperatures of food and are food-grade containers approved by the local or state health departments.
- e. When an emergency prevents the vendor from delivering meals, the vendor shall notify the SFA-authorized representative or his/her designee immediately by phone of the emergency and when the meals will be delivered.

- f. The SFA reserves the right to inspect and determine the quality of food delivered. The SFA may reject and not pay for any meals or components of meals that are unwholesome, judged as poor quality, damaged, incomplete either due to inadequate portion sizes or missing number of meal components, or delivered in unsanitary conditions such as incorrect temperatures.
- g. The SFA will not pay for deliveries made later than two hours after the regularly scheduled lunch or breakfast periods as listed in the General Conditions, or as otherwise stated in this Contract.
- h. All refrigerated food shall be delivered at an internal temperature of 40 degrees F or below. All hot food shall be delivered with an internal temperature of 135 degrees F or above.

**Attachment E  
Fee Proposal**

**Pricing without Biodegradable Utensils included**

COST PER MEAL						
Respondent Instructions: 1) Provide a fixed price per meal based on all food costs. 2) Prices must not include values for donated foods and must include all meal programs applicable.						
1. LINE ITEM	Grades	Estimated Enrollment SY25-26	ADP	Annual UNITS	RATE	TOTAL (Annual Units * Rate)
Breakfast	PK-8	560	38	6,840	\$ 2.55	\$ 17,442
Lunch	PK-8	560	175	31,500	\$ 4.10	\$ 129,150
TOTAL Projected Annual Contract Cost (Vended Meal Company Fill in)					\$	\$ 146,592

**Additional Fees**

Biodegradable utensils : \$0.07 CENTS PER UNIT

**Pricing with Biodegradable Utensils included**

COST PER MEAL						
Respondent Instructions: 1) Provide a fixed price per meal based on all food costs. 2) Prices must not include values for donated foods and must include all meal programs applicable.						
1. LINE ITEM	Grades	Estimated Enrollment SY25-26	ADP	Annual UNITS	RATE	TOTAL (Annual Units * Rate)
Breakfast	PK-8	560	38	6,840	\$ 2.59	\$ 17,715.60
Lunch	PK-8	560	175	31,500	\$ 4.19	\$ 131,985.00
TOTAL Projected Annual Contract Cost (Vended Meal Company Fill in)					\$	\$ 149,700.60

Vendor : \_\_\_\_\_

By : \_\_\_\_\_

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

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

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

SFA : \_\_\_\_\_

By : \_\_\_\_\_

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

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

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