

CONTRACT NAME: AGREEMENT BETWEEN UNITED WAY CALIFORNIA CAPITAL REGION AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: This agreement is a renewal of the contract originally executed on September 6, 2016, between DJUSD and United Way Capital Region. DJUSD will provide meals, including breakfast, lunch and snacks, to the recipients of the United Way programs in the greater Sacramento area. The DJUSD Central Kitchen produces the meals that are distributed by DJUSD Nutrition Services employees to fifteen locations in the Sacramento area.

This contract is for the period September 6, 2018 through September 5, 2019.

FISCAL IMPACT: The total amount payable by the United Way to DJUSD shall not exceed \$650,000.

VENDOR #: A40700

CNIPS ID #: 05966-CACFP-34-NP-SOIC

CHILD AND ADULT CARE FOOD PROGRAM RENEWAL OF CONTRACT FOR VENDED MEALS

THIS AGREEMENT, made and entered into this **26TH** day of **JULY, 2018**, in the State of California, by and between **UNITED WAY CALIFORNIA CAPITAL REGION** hereinafter referred to as the Agency and **DAVIS JOINT UNIFIED SCHOOL DISTRICT**, a ***SCHOOL FOOD AUTHORITY**, hereinafter referred to as the Vendor.

WITNESSETH:

1. That the Vendor for and in consideration of the covenants, conditions, agreements, and stipulations of the Agency hereinafter expressed, does hereby agree to furnish to the Agency services and materials as described in the original Invitation for Bid and Contract, Sections A, B, C, D, E, F, G, and H, and Schedules A, B, and C, which were executed originally on **SEPTEMBER 6TH, 2016**, and are considered a part hereof by this reference.
2. The original contract may be renewed for additional one-year periods up to four times upon agreement of the Agency and the Vendor. Any increase or decrease of the unit price(s) shall be negotiated during the renewal process. The period of the original contract was from **SEPTEMBER 6TH, 2016**, to **SEPTEMBER 5TH, 2017**. The period of this renewal contract shall be from **SEPTEMBER 6TH, 2018**, through **SEPTEMBER 5TH, 2019**. This is the **SECOND** time this contract has been renewed.
3. In consideration of the service, performed in a manner acceptable to the Agency and in compliance with the Child and Adult Care Food Program regulations. Title 7 Code of Federal Regulations, Part 226, the agency shall pay the Vendor within **30** days of receipt, the full the amount of the itemized invoices as confirmed by pickup receipts, at the unit price(s) specified in the contract.
4. The total amount payable by the Agency to the Vendor under this contract shall not exceed **\$650,000.00**.

IN WITNESS WHEREOF, This agreement has been executed by the parties hereto, upon the date first above written.

AGENCY	VENDOR
AGENCY NAME UNITED WAY CALIFORNIA CAPITAL REGION	VENDOR (STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.) DAVIS JOINT UNIFIED SCHOOL DISTRICT
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE)
PRINTED NAME OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING Bruce E. Colby, Chief Business Officer
TITLE	ADDRESS 526 B Street, Davis, CA 95616

* Sole proprietorship, partnership, corporation, etc.

UNIT PRICE SCHEDULE

1. Unit Price Schedule

The Agency and the Vendor are to negotiate any changes to the originally submitted prices on the following meal types meeting the contract specifications set forth in Schedules B and C for meals to be delivered to all of the centers stated in Schedule A. *(See example on next page).*

A. Meal Type ¹	B. Estimated Servings Per Day ²	C. Estimated Number of Serving Days ³	D. Unit Price ⁴	E. Total Price ⁵
Breakfast				
AM Snack				
Lunch				
PM Snack				
Supper	1,200	180	\$2.65	\$550,800
Evening Snack	250	180	\$0.80	\$31,500

The prices shown above have been negotiated and agreed upon for all the listed meal types. This award shall bind the Agency during the term of the contract to secure all its needs from the Vendor and such contract shall bind the Vendor to perform all such work ordered by the Institution at the prices specified above.

In the event of any inconsistencies or errors, the unit price (D) shall take precedence.

Instructions for completion of the Unit Price Schedule: *(See Example on next page.)*

- ¹ The Agency shall indicate which meal types the Vendor will be providing meals for during the contract period (strike-out extraneous meal types in Column A). If unitized meals will be required, the Agency must indicate so by placing "unitized meal" in parenthesis after the meal type.
- ² The Agency shall fill in the estimated number of meals that will be served each day (Column B) by meal type during the contract period.
- ³ The Agency shall fill in the number of anticipated operating days that meals will be served (Column C) during the contract period.
- ⁴ The Vendor shall insert the agreed upon unit price (Column D) for each meal type indicated by the Agency.
- ⁵ The Vendor shall calculate the total price (Column E) by multiplying B x C x D.

2. Example

A. Meal Type ¹	B. Estimated Servings Per Day ²	C. Estimated Number of Serving Days ³	D. Unit Price ⁴	E. Total Price ⁵
Breakfast	20	180	.73	\$2,628.00
AM Snack				
Lunch				
PM Snack				
Supper (Unitized Meal)	50	180	.60	\$5,400.00
Evening Snack				

Instructions for completion of the Unit Price Schedule:

- ¹ The Agency shall indicate which meal types the Vendor will be providing meals for during the contract period (strike-out extraneous meal types in Column A). If unitized meals will be required, the Agency must indicate so by placing "unitized meal" in parenthesis after the meal type.
- ² The Agency shall fill in the estimated number of meals that will be served each day (Column B) by meal type during the contract period.
- ³ The Agency shall fill in the number of anticipated operating days that meals will be served (Column C) during the contact period.
- ⁴ The Vendor shall insert the appropriate unit price (Column D) for each meal type indicated by the Agency.
- ⁵ The Vendor shall calculate the total price (Column E) by multiplying B x C x D.

NONDISCRIMINATION STATEMENT

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

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- (1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410
- (2) Fax: 202-690-7442
- (3) E-mail: program.intake@usda.gov

This institution is an equal opportunity provider.

Note: The protected classes for the Child and Adult Care Food Program are race, color, national origin, age, sex, and disability.