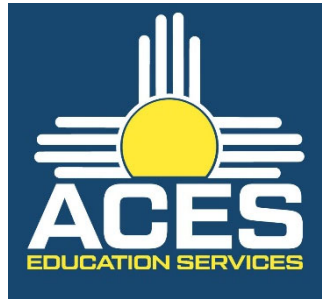


NEW MEXICO
ASSOCIATION OF CHARTER SCHOOLS EDUCATION SERVICES



**SMALL PURCHASE
VENDOR PARTNERSHIP CONTRACT**

Contract #: SVP 25-01

Commodity: School Food Program Support Services

Vendor Partner: [School Food and Wellness Group](#)

Term: October 1, 2025 until terminated

IMPORTANT:

This ACES contract is intended solely to facilitate best value **small purchase contracts** between ACES Participating Agencies and the ACES Vendor Partner. It **has not** been awarded based on a formal solicitation process and is therefore **not valid for purchases valued at over \$60,000 (excluding tax) in any single fiscal year.**

ACES and a Providing Partner have entered into this small purchase partnership agreement for the purpose of facilitating best value purchases, connections to high-impact services, and expanding value to all ACES Participating Agencies. The terms, conditions and pricing of this contract are being made available by the Providing Partner specifically for ACES Participating Agencies.

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INSTRUCTIONS FOR ACES PARTICIPATING AGENCIES

To become established as an ACES Participating Agency, or for questions regarding ACES in general, including membership, contracts, etc.:

Christy Takacs, Executive Director

575-468-ACES (2237) ext. 1

Email: ed@nmaces.org

For matters regarding purchase orders, invoices or payments:

Katherine Moore, Business Manager

575-468-ACES (2237) ext. 2

Email: businessoffice@nmaces.org

Lorrie DeLoach, Accounts Receivable

Email: a.r@nmaces.org

For matters regarding procurement and use of contracts:

Tammy West, Procurement Program Manager

575-468-ACES (2237) ext. 3

Email: procurement1@nmaces.org

For matters regarding relations with ACES Contracted Vendors:

Lauren Hunter, Vendor Relations Manager

575-468-ACES (2237) ext. 5

Email: vendorrelations@nmaces.org

PURCHASE ORDER AND PAYMENT INSTRUCTIONS:

- ✓ PURCHASES UNDER THIS CONTRACT SHALL NOT EXCEED \$60,000 (EXCLUDING TAX) IN ANY SINGLE FISCAL YEAR.
- ✓ A PURCHASE ORDER **MUST** BE RECEIVED BY ACES **PRIOR TO** THE DELIVERY OF ITEMS AND/OR COMMENCEMENT OF SERVICES BY THE VENDOR PARTNER.
- ✓ PURCHASE ORDERS SHALL BE SENT TO ACES BY EMAIL AT: businessoffice@nmaces.org and copy sent to a.r@nmaces.org.
- ✓ PAYMENT SHALL BE MADE TO ACES **WITHIN 15 DAYS** AFTER RECEIPT OF ACES INVOICE, SO THAT ACES CAN RENDER PAYMENT TO THE VENDOR PARTNER WITHIN 30 DAYS OF INVOICE. ANY PAYMENT MADE MORE THAN 45 DAYS AFTER INVOICE DATE WILL BE SUBJECT TO LATE FEES AS SET FORTH IN 13-1- 158 NMSA 1978.

INSTRUCTIONS FOR VENDOR PARTNERS

For general matters and information regarding this contract, questions or issues regarding provision of products and/or services or to refer a school or public agency for membership:

Christy Takacs, Executive Director

575-468-ACES (2237) ext. 1

Email: ed@nmaces.org

For procurement related assistance, questions regarding this contract, or for assistance related to the provision of products and/or services:

Tammy West, Procurement Program Manager

575-468-ACES (2237) ext. 3

Email: procurement1@nmaces.org

For questions regarding purchase orders, invoices or payments:

Katherine Moore, Business Manager

575-468-ACES (2237) ext. 2

Email: businessoffice@nmaces.org

Lorrie DeLoach, Accounts Receivable

Email: a.r@nmaces.org

For matters regarding relations with ACES and ACES Participating Agencies and marketing opportunities:

Lauren Hunter, Vendor Relations Manager

575-468-ACES (2237) ext. 5

Email: vendorrelations@nmaces.org

INVOICING AND PAYMENT INSTRUCTIONS:

PAYMENT TERMS: Up to 5 business days for the Participating Agency to ***certify*** the invoice is correct and that services have been received; **NET 30 DAYS *after certification*.**

- ✓ A PURCHASE ORDER **MUST** BE SENT FROM THE PARTICIPATING AGENCY TO ACES **PRIOR TO** THE DELIVERY OF ITEMS AND/OR COMMENCEMENT OF SERVICES BY THE VENDOR PARTNER.
- ✓ ONCE A VALID PURCHASE ORDER IS RECEIVED FROM THE PARTICIPATING AGENCY, ACES WILL ISSUE A PURCHASE ORDER TO THE VENDOR PARTNER.
- ✓ ALL INVOICES SHALL CONTAIN THE FOLLOWING INFORMATION:
 - ACES PURCHASE ORDER NUMBER
 - NAME OF ACES PARTICIPATING AGENCY
 - DATE(S) OF SERVICE (IF APPLICABLE)
- ✓ INVOICES SHALL BE SENT TO ACES BY EMAIL AT: businessoffice@nmaces.org and copy sent to a.r@nmaces.org.

Vendor Partner Information



School Food and Wellness Group is a full-service child nutrition consulting firm aimed at providing comprehensive professional services associated with the **National School Lunch Program (NSLP)** and **Child and Adult Care Food Program (CACFP)**. We ensure over 100,000 students receive healthy meals on a daily basis. Our solutions provide all the tools necessary to ensure school districts, single and multi-site charters, charter management organizations (CMOs), private schools, and after-school non-profit programs achieve excellence in their meal programs.

By combining hands-on procurement guidance with ongoing contract management, we help ensure full USDA and state compliance, drive vendor accountability, and reduce the administrative load on school teams. This partnership is designed to give ACES and their Participating Agencies the structure, tools, and expertise needed to run compliant, efficient, and student-focused meal programs.

Our dedication to bridging the gap between School Food Authorities (SFAs) and state agencies has resulted in a positive track record among various industry groups. With a combined experience of 60+ years in Child Nutrition Programs, our team has extensive knowledge of procedures and best practices, and frequently speak at national and regional conferences, showcasing their expertise. Our unique perspective allows us to customize solutions that elevate our clients' meal programs.

In working with the School food and Wellness Group, you will be working with former State Nutrition Auditors, School Food Service Directors, Food Service Management Company Directors, School Business Managers, Chefs, Dietitians, Finance Managers, but most importantly: mothers, fathers, grandmother, triathletes, Ironman champions, food bloggers, non-profit founders, gardeners, self-proclaimed chefs, actual chefs, self-proclaimed professional snowboarders, a craft beer connoisseur, a previous high school varsity football-baseball-soccer jock (and overly proud of it), and many animal lovers. We are a group of passion-filled, school food advocates who look forward to working with you to achieve the best food program possible!

Available services include:

1. **School Food Authority (SFA) Application:** We simplify the sponsor application process by collecting and reviewing all required documentation before submitting to PED, ensuring all regulatory standards are met so that your school can begin receiving federal funds.
2. **Ongoing NSLP Management:** Our annual ongoing support offers schools a comprehensive suite of services designed to sustain their meal programs throughout the year. We provide the resources and expertise that schools need to keep their programs running smoothly, effectively, and compliantly.
 - a. **Includes:** Staff training, monthly claims preparation and submission, management of student eligibility, meal program budget management
3. **Self-Preparation Kitchen Conversion**
 - a. **Phase 1 - Pre-launch:** This early phase focuses on aligning food service with the school's values, establishing essential operational systems, and setting the stage for staff development and compliance.
 - b. **Phase 2 - Launch & maintenance:** This second phase supports schools in their first year of running a self-managed meal program—transitioning from launch to refinement—through training, quarterly support, compliance coaching, and efficiency tools to build a stable, compliant, and student-focused operation.
4. **A la Carte:** In addition to our core offerings, we provide a range of specialized services to support unique projects within school meal programs.
 - a. **Specialized staff training:** Virtual or on-site training for all program needs is available, including but not limited to: front of the house, chef skills, serving meals, finance and budgeting, menu planning and forecasting, food safety and more.
 - b. **Administrative Review Support:** Your entire team can be prepared for a successful audit with virtual and on-site visits. Schools can have immediate access to all SFW Group's tools, templates, resources and training making audits a breeze.
 - c. **Menu Planning:** Assistance is provided to help schools create a NSLP or CACFP compliant menu including: recipe development, cycle menus, production records, salad bar implementation and more.
 - d. **Special projects up to \$60K**
 - i. Examples:
 1. Equipment upgrades and procurement
 2. Program analysis
 3. Meal Program Marketing

Vendor Partner Contact Information

SCHOOL FOOD AND WELLNESS GROUP

CONTACT: Justin Chatelain

PHONE: 225-806-4131

EMAIL: justin@sfwgroup.org

ALT. CONTACT: Emily Chatelain

PHONE: 504-439-6060

EMAIL: hello@sfwgroup.org

WEB ADDRESS: <https://www.sfwgroup.org/>

MAILING ADDRESS: (Corporate Office) 804 Main Street, Baton Rouge, LA, 70802

AGREEMENT

This AGREEMENT is made and entered into as of the last date signed by both parties, by and between the New Mexico Charter School Education Services Association (“ACES”), a public entity, existing under the laws of the State of New Mexico with a mailing address of P.O. Box 16326, Albuquerque, NM, 87191 and the VENDOR PARTNER, as identified and signed under paragraph 24 of this Agreement. Further, any ACES Participating Agency may become a party to this agreement by issuing a valid purchase order based on the VENDOR PARTNER’S quote.

RECITALS

WHEREAS, the Joint Powers Agreement (JPA) that created ACES, indicates one of its lawful purposes is, “Purchase of professional services, construction services, and tangible personal property for local public bodies and state agencies when so requested and in accordance with the requirements of the Procurement Code”, and

WHEREAS ACES Members are charter schools party to the JPA as approved by Secretary of the New Mexico Department of Finance and Administration or an ACES Participating Agency, and

WHEREAS the VENDOR PARTNER has agreed to offer terms, conditions and/or pricing which is unique and advantageous to ACES Participating Agencies, and

WHEREAS the parties agree that it is desirable to participate in the use of an established agreement for procurement of **School Food Program Support Services** and obtain the benefits of group volume purchasing, special contractual terms and/or conditions, and

WHEREAS, ACES, pursuant to the powers vested in it through the JPA, has entered into this contract with the VENDOR PARTNER to provide **School Food Program Support Services** to schools that are parties to the JPA and to Participating Entities that have an Agreement with ACES and represents to its members that said services are for a price and/or include terms that provide best value through economic or other advantages for its members, and

WHEREAS, ACES has initiated this small purchase contract for **School Food Program Support Services** and is providing it to ACES Participating Agencies in accordance with the Procurement Code NMSA 1978, § 13-1-125 for small purchases of professional services **not to exceed \$60,000 per fiscal year**, and

WHEREAS, ACES Participating Agencies may take advantage of the special pricing, terms and/or conditions of this agreement and become parties to this contract by issuing a valid purchase order to ACES stating “Small Purchase Contract” and referencing the Vendor Partner Name.

NOW, THEREFORE, the parties hereto, in consideration of mutual covenants and promises contained herein,

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. PURPOSE

The purpose of the Agreement is to authorize the participation of ACES Participating Agencies in contracting for special pricing, terms and/or conditions with the ACES VENDOR PARTNER.

2. TERM OF THE AGREEMENT

A. *Effective Date.*

- 1) This Agreement shall be deemed effective between ACES and the VENDOR PARTNER as of the dated last signed and shall remain in effect until terminated.
- 2) This Agreement shall be deemed effective between the VENDOR PARTNER and an ACES Participating Agency upon issuance of a valid purchase order referencing "ACES small purchase contract" and the vendor partner's name. The date of the agreement commencement between the ACES Participating Agency and the VENDOR PARTNER shall be the date of the purchase order.

- B. *Termination Notice.*** This Agreement may be terminated for cause or convenience by an ACES Participating Agency with a minimum of 30 days written notice to the VENDOR PARTNER; may be terminated for cause by ACES with a minimum of 30 days written notice to the VENDOR PARTNER; may be terminated with or without written notice upon mutual agreement of both the Participating Agency and VENDOR PARTNER at any time, or may be terminated by the VENDOR PARTNER with at least thirty (30) days written notice to ACES and any affected ACES Participating Agencies.

Immediate termination may only occur if determined necessary in writing by the Participating Agency and approved by ACES. Such shall be based on either egregious non-performance or cause by the VENDOR PARTNER, or severe, emergency or uncontrollable circumstances on behalf of the Participating Agency.

Prior to exercising any termination, the Participating Agency is responsible for documenting and notifying the VENDOR PARTNER of any issue(s) regarding service and allowing the VENDOR PARTNER a reasonable opportunity to remedy the issue(s) prior to termination. This provision is not exclusive and does not waive each party's other legal rights and remedies caused by the ACES Participating Agency, ACES or the VENDOR PARTNER for default/breach of this agreement. In terminating, neither party may nullify obligations already incurred for performance or fail to perform professionally prior to the date of termination.

- C. *Termination Management.*** Immediately upon receipt by either ACES Participating Agency, the VENDOR PARTNER or ACES of Notice of Termination of this Agreement, none of the parties shall: 1) incur any further obligations for salaries, services, or any other expenditure of funds, 2) shall enter any additional requests for

services, 3) parties shall comply with all directives issued by the other parties in the notice of termination as included in this Agreement, and 3) all parties shall take such action as ACES Participating Agency, VENDOR PARTNER or ACES shall direct for protection, preservation, retention or transfer of all property and all records generated under this Agreement. Within ten (10) days of Notice of Termination is received, VENDOR PARTNER shall furnish ACES with final Invoice, and within an additional five (5), ACES shall furnish the ACES Participating Agency with final Invoice. Within thirty (30) days of receipt of Notice of Termination the ACES Participating Agency shall pay ACES according to the terms of Section 5, below.

3. RELATIONSHIP OF THE PARTIES

- A. This Agreement is between ACES and the VENDOR PARTNER. Whenever an ACES Participating Agency issues a purchase order in response to VENDOR PARTNER'S written or verbal quote, or additional separate contract based on and referencing this contract, the ACES Participating Agency then becomes party to this agreement and a binding contract between the three parties is created.

Any additional contract or accepted quote between the VENDOR PARTNER and the PARTICIPATING AGENCY based on this agreement which outlines the specific scope of work, terms and pricing applicable to the work to be done by the VENDOR PARTNER for the PARTICIPATING AGENCY, will automatically become a supplemental component to this agreement once a purchase order is issued by the Participating Agency to ACES. In the event of a discrepancy between the supplemental contract or quote verbiage and this agreement, either this agreement shall govern, or an amendment may be executed between ACES and the VENDOR PARTNER.

- B. VENDOR PARTNER acknowledges and agrees that ACES' purpose and function is to act as a cooperative procurement agent on behalf of its Participating Agencies so that they may take advantage of unique and advantageous pricing, terms and/or conditions. ACES does not have any subsequent responsibility relating to the quality and fitness of in the provision of products or performance of any services and by the VENDOR PARTNER. Any purchase orders placed by an ACES Participating Agency with Contract Holder directly or through ACES and any resulting contract between the VENDOR PARTNER and an ACES Participating Agency do not create any additional obligations on the part of ACES.
- C. For transactions which involve ACES transmitting purchase orders on behalf of an ACES Participating Agency to the VENDOR PARTNER, ACES volunteers to act as a payment facilitator to make payments to VENDOR PARTNER with funds transferred to ACES by the ACES Participating Agency in accordance with the Participating Agency's written instructions and to provide an accounting of all monies paid or received by ACES pursuant to this Agreement. ACES also volunteers to provide informal mediation services between the VENDOR PARTNER and ACES Participating Agency in the event any dispute arises between them.

- D. VENDOR PARTNER understands and agrees that upon ACES' receipt of funds from the ACES Participating Agency, ACES has no right or authority to thereafter apply those funds to any purpose other than as instructed by the ACES Participating Agency. ACES shall incur no liability to the VENDOR PARTNER except for liability arising from ACES' own gross negligence or willful misconduct to the extent allowed by New Mexico law. Through this procurement process and subsequent contract, VENDOR PARTNER is authorized to provide the described products or services. ACES has no obligation or right to involve itself with the manner or method by which the VENDOR PARTNER provides the products or services.
- E. It is not the intent of the parties to this Agreement, nor shall this Agreement be interpreted to create a new or separate legal entity for the performance of this Agreement.
- F. Each party shall maintain its own respective records and documents associated with the Agreement in accordance with the records retention requirement applicable to public records or as otherwise specified in the contract documents.
- G. The VENDOR PARTNER is responsible for the quality and delivery of the goods and services provided under the Agreement.

4. SCOPE OF WORK

- A. Services Provided. Services and/or items shall be provided as negotiated and agreed to between the VENDOR PARTNER and ACES Participating Agency for a specific scope of work.
- B. Under the terms and conditions of this Agreement an ACES Participating Agency as allowed by law may issue orders for items and/or services described herein, not to exceed \$60,000 per fiscal year in value. The terms and conditions of this contract shall form a part of each order issued hereunder. The items and/or services to be ordered shall be as listed herein and as otherwise quoted to the ACES Participating Agency by the VENDOR PARTNER in reference to this contract. It is understood that no guarantee or warranty is made or implied by ACES or the user that any order for any definite quantity will be issued under this contract.
- C. ACES Participating Agencies may negotiate with the VENDOR PARTNER certain additional terms and conditions relating to the scope of services and other performance details. However, the terms and conditions of this contract may not be altered or amended except with the approval of ACES and in accordance with the State Procurement Code.
- D. Compliance with Law/Policies. ACES and the ACES Participating Agency shall adhere to all applicable state and federal laws, policies and regulations applicable to ACES or the ACES Participating Agency, including privacy, confidentiality, and security requirements. The VENDOR PARTNER shall comply with applicable state and federal laws, policies and regulations relevant to the services provided whenever applicable.

5. COMPENSATION

- A. *Prices.* Prices, if listed in this contract, cannot be exceeded. The VENDOR PARTNER and participating agency may negotiate lower prices where in agreement to do so, and at the discretion of the VENDOR PARTNER.
- B. *Rate of Pay.* The ACES Participating Agency shall pay the VENDOR PARTNER in full for services satisfactorily performed pursuant to this agreement. If the ACES Participating Agency finds that the services are not acceptable, it shall, within ten (10) days after receipt of VENDOR PARTNER's invoice, provide to both the VENDOR PARTNER and to ACES, a letter of exception explaining the objection to the services along with details of how ACES may provide remediation action.
- C. *Payment Procedure.* The ACES Participating Agency using this ACES contract shall provide a Purchase Order to ACES referencing "ACES Small Purchase Contract", the Vendor Partner's name and either a specific dollar amount or a "not to exceed amount" for the products and/or services to be ordered. It is recommended that the amount be based on written quote provided by the VENDOR PARTNER. The VENDOR PARTNER shall invoice ACES and ACES will invoice the ACES Participating Agency. Payments not received by the Participating Agency within 15 days of receipt of invoice shall be considered delinquent. Payments 15 days delinquent may be assessed a 1.5% per month *administrative fee (Re. 13-1-158 (c) NMSA 1978). The ACES Participating Agency agrees to these specific terms of payment. ACES will render payment to the VENDOR PARTNER after receipt of payment by the ACES Participating Agency, less a 1% ACES fee based on total invoice amount.*

ACES shall not be held liable for payments not made or late payments made by ACES Participating Agencies. Any late fees imposed by the VENDOR PARTNER will be the responsibility of the Participating Agency to pay.

6. ORDERING AGENCY RESPONSIBILITY

Receipt, inspection, acceptance and payment for materials and services ordered under this Agreement shall be the exclusive obligation of the ACES Participating Agency.

7. INSPECTION

Final inspection and acceptance will be made by the ACES Participating Agency at the destination. Supplies/items rejected at the destination for nonconformance with the terms and conditions of this contract shall be removed at the VENDOR PARTNER'S risk and expense, promptly after notice of rejection by the ACES Participating Agency. Services rejected for nonconformance with the terms and conditions of the contract and/or requirements of the order shall be corrected by the VENDOR PARTNER promptly after notice of rejection. Items or services not corrected after notice shall not be paid for pursuant to NM state law.

8. RESPONSIBILITY

ACES, the VENDOR PARTNER, and the ACES Participating Agency shall adhere to all applicable state and federal laws, policies, and regulations applicable to privacy, confidentiality, and security requirements and of all data during the term of this Agreement.

9. COOPERATION

ACES, the VENDOR PARTNER, and the ACES Participating Agency agree to cooperate fully and to provide assistance to the other parties in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought or involve ACES Participating Agency staff or the VENDOR PARTNER staff under this Agreement.

10. AGENCY FURNISHED PROPERTY

Any agency furnished property owned by the ACES Participating Agency and used by the VENDOR PARTNER shall be returned to the Participating Agency upon request or otherwise at the end of the contract term, in the same condition as received except for ordinary wear, tear and modifications order through this contract.

11. AMENDMENT

This Agreement may be amended, changed, or altered only in writing by an instrument executed by ACES and the VENDOR PARTNER. All fully executed amendments are effective as of the last date signed.

12. MERGER

This Agreement incorporates all such covenants, agreements and understandings, including the VENDOR PARTNER'S proposal for pricing, terms and conditions or as otherwise amended, hereto concerning the subject matter hereof have been merged into this written Agreement. No prior agreements or understandings, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement, with the exception of any properly authorized purchase order for services that pre-date the execution of this Agreement.

13. APPROPRIATIONS AND CONTINUATION OF CHARTER

A. *Funding.* Pursuant to 13-1-152, NMSA, 1978, this Agreement is contingent upon sufficient appropriations and authorizations being made to or by the ACES Participating Agency for the performance of this Agreement under a multi-term agreement with the Vendor Partner. If sufficient appropriations and authorizations are not made in any subsequent fiscal period following the initial term of a multi-term agreement with the Vendor Partner, the Participating Agency shall provide (at a minimum) 30 days' notice to the Vendor Partner. The Agreement shall terminate on the first day of the next fiscal period, or upon the 31st day after written notice is given if less than 30 days to the next fiscal period. The ACES Participating Agency's decision as to whether sufficient appropriations are available shall be accepted by the VENDOR PARTNER and shall be final. The Participating Agency agrees to provide their best effort to ensure continued funding for the entire term.

B. *Charter Continuation.* When applicable, this Agreement is contingent upon the continuation of the ACES Member Charter. If the charter is revoked during the term of this Agreement, the Agreement shall terminate immediately upon written notice of such by the ACES Participating Agency to ACES and VENDOR PARTNER.

14. SEVERABILITY

If any provision or provisions of this Agreement shall be held to be invalid, illegal,

unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

15. APPLICABLE LAW

The laws of the State of New Mexico shall govern this Agreement.

16. ASSIGNMENT and SUBSTITUTION

ACES or VENDOR PARTNER shall not assign or transfer any interest in the Agreement or assign any claims for money due or to become due under this Agreement without prior written approval of the ACES Participating Agency.

17. PURCHASE OF GOODS AND SERVICES

The ACES Participating Agency may issue a valid purchase order for goods and/or services as set forth in this contract. The purchase order shall reference "Small Purchase Agreement" and the Vendor Partner's name. The procurement of goods and services under this Agreement shall be conducted in accordance with and subject to any relevant statutes, ordinances, rules, regulations and/or policy that govern each party's procurement practices.

18. CONFLICT OF INTEREST

VENDOR PARTNER, ACES and the ACES Participating Agency warrants respectfully that they do not have an interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. ACES and the ACES Participating Agency and their employees shall comply with the requirements of the Governmental Conduct Act, NMSA, 1978 §§10-16-1 *et seq.* or any other applicable conflict of interest provisions in all matters under this contract.

19. PENALTIES

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199 imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks. All parties agree to not participate in unlawful use of this Agreement.

20. EQUAL OPPORTUNITY COMPLIANCE

The VENDOR PARTNER, ACES and the ACES Participating Agency, agree to abide by all federal and state laws and rules and regulations, and the executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, VENDOR PARTNER, ACES and the ACES Participating Agency agree to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to, discrimination under any program or activity performed under this Agreement. If the VENDOR PARTNER, ACES or the ACES Participating Agency is found not to be in compliance with these requirements during the life of this Agreement, they agree to take appropriate steps to correct these deficiencies.

21. RECORDS and FINANCIAL AUDIT

The VENDOR PARTNER shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by ACES, ACES Participating Agency, and will remain public record until such date as disposal is authorized. The ACES Participating Agency and ACES shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the ACES Participating Agency and ACES to recover excessive or illegal payments.

22. INDEMNIFICATION

Any liability incurred in connection with this Agreement shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, §§ 41-4-1 et seq, NMSA 1978, as amended.

23. NOTICES.

Any formal legal notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, or by both email and U.S.P.S., either by first class or certified mail as follows (unless delivery only by email is agreed to):

ACES

Christy Takacs, Executive Director
P.O. Box 16326
Albuquerque, NM 87191

VENDOR PARTNER

*Specified under paragraph 24 of this agreement

The ACES Participating Agency shall give notice to the individual who signed the ACES Member JPA and/or Participating Agency Agreement as applicable.

<CONTINUED ON NEXT PAGE>

24. AUTHORITY

Each party signing below represents that they have all required authority to execute this Agreement.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers. This Agreement may be executed in several counterparts, and each executed counterpart shall constitute one Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart.

ACES

By: Christy Takacs

Signature: Christy Takacs
Christy Takacs (Oct 1, 2025 15:51:42 MDT)

Title: Executive Director

Date: 01/10/2025

VENDOR PARTNER

By: Justin Chatelain
Printed Name

Signature: Justin Chatelain

Title: Business Manager

Date: 01/10/2025

Mailing Address:

3347 Nicholson Drive

Suite A101

Baton Rouge, LA 70802

ACES prefers to send all communications under this contract via designated email. Please indicate below if you agree to communicate using this method (optional).

JC I hereby agree to receive communications and notices by email at the following email address instead of through USPS mail:

justin@sfgwgroup.org
Preferred Email Address

<SPECIFIC PRICING, TERMS AND CONDITIONS>

1. SFA (School Food Authority) Application	\$4,000
2. Ongoing NSLP Management a. Includes: staff training, monthly claims, eligibility, budgets	Annual fee is based on enrollment <250 Students: \$10,000 251-500 Students: \$12,500 501-750 Students: \$15,000 751-1000 Students: \$17,500 >1,000 Students: \$20,000
3. Self-Preparation Kitchen Conversion	
a. Phase 1 - Pre-launch	Phase 1: \$35,000
b. Phase 2 - Launch & maintenance	Phase 2: \$30,000
4. A la Carte	
a. Staff training	Hourly (remote) \$175 On-site daily rate \$1,200
b. Administrative Review Support	\$6,000
c. Menu Planning	\$175 per hour
d. Special projects up to \$60K i. Examples: 1. Equipment upgrades and procurement 2. Program analysis 3. Meal Program Marketing	TBD – please contact us to discuss needs