

## CONTRACT TO SELL OR PURCHASE MEALS FROM SCHOOLS

The Pennsylvania Department of Education, in providing this contract as a service to schools, does not become a party to this contract. The purchasing sponsor, hereafter referred to as the Purchaser, is the responsible authority, without recourse to the Pennsylvania Department of Education and the United States Department of Agriculture regarding the settlement and satisfaction of all contractual and administrative issues arising under this contract. This includes, but is not limited to: disputes, claims, protests of award, source evaluation or other matters of a contractual nature.

Made and entered into this 10th day of September 2008 by and between the Purchaser Warren & Forest Counties EOC Head Start Agreement Number 300-62-914-0 of (City/State) Warren, Pennsylvania and the Provider Warren County School District Agreement Number 105-62-830-2 of (City/State) Warren, Pennsylvania. These meals/snacks will be served at the following locations (Street/City/State):

Lottsville Center, RD #1 Freehold Twp. Bldg, Lottsville, PA McClintock Center, 209 Pennsylvania Ave., West Warren PA, Youngsville Center @ Youngsville High School, 22 College Street, Youngsville, PA, Seneca Center, 26 E. Wayne Street Warren, PA and Sheffield Center, 407 S. Main Street Sheffield, PA.

The parties entering into this contract agree to be bound by the United States Department of Agriculture (USDA) regulations Title 7 of the CFR Part 210, Part 220 and/or Part 226, as appropriate.

The Purchaser will order meals/snacks on a weekly basis notifying the Provider one day (number of days) preceding the week of delivery. Orders will include totals for each site and each type of meal/snack.

If the Purchaser is another School District, n/a Menu Planning Option will be used.

The Purchaser reserves the right to increase or decrease the number of meals/snacks ordered with a minimum notice of daily (length of time).

If the Purchaser's children will eat meals/snacks on the Provider's premises, the children will be at the building and served at n/a AM for Breakfast, n/a AM/PM for Lunch and n/a AM/PM for Snack.

The Provider agrees to supply meals/snacks inclusive (*inclusive or exclusive*) of milk to the Purchaser for the prices herein listed:

MEAL TYPE	DAILY ESTIMATED SERVINGS	X	ESTIMATED NO. SERVING DAYS PER YEAR	X	UNIT PRICE	=	ESTIMATED TOTAL \$\$
BREAKFAST	183		132		\$1.40		\$33,818.40
LUNCH	216		132		\$2.50		\$71,280.00
SNACK	33		132		\$.65		\$ 2,831.40

employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Equal Opportunity clause.

9. The Provider will comply with all provisions of Executive Order Number 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations and relevant orders of the Secretary of Labor.
10. It is expressly agreed that in the event of any disagreement or controversy arising between the Provider and the Purchaser as to the interpretation of the specifications or proper performance of this contract, the dispute shall be settled between the Provider and Purchaser within a reasonable period of time and shall be final.
11. The Purchaser shall have the option to cancel this contract if the state or federal government withdraws funds to support the Child and Adult Care Food Program, the National School Lunch Program, the School Breakfast Program and/or the Afterschool Snack Program.
12. The Provider guarantees that it has sufficient facilities to handle the increased meal/snack production resulting from the execution and implementation of the requirements of this contract.
13. The Provider guarantees that it has a delivery system sufficient to provide the meals/snacks as specified in this contract.
14. The Provider guarantees that there has not been any audit or CRE findings or sanctions within the past three years which would indicate that the Provider was incapable of preparing proper meals/snacks, planning quality menus or maintaining adequate records.
15. This contract may be terminated by notice, in writing, given by any party hereto to the other party at least 30 days prior to the date of termination.

It is agreed by the parties hereto that there are no other considerations, favors, promises or interests passing between the parties other than what is expressly stated in this contract.

In witness hereof, this contract is signed and executed this \_\_\_\_\_ day of \_\_\_\_\_.

Please sign in **BLUE** ink.

Signature on Behalf of:

Signature on Behalf of:

\_\_\_\_\_  
Print/Type the Name of Purchaser

\_\_\_\_\_  
Print/Type the Name of Provider

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print/Type the Name and Title of Signer

\_\_\_\_\_  
Print/Type the Name and Title of Signer

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed