CONTRACT TO 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 date of **September 6, 2016** by and between

Warren Forest Counties EOC Head Start
300-62-914-0
Warren, Pennsylvania

Warren County School District
105-62-830-2
Warren, Pennsylvania

These meals/snacks will be served at the following locations (*press enter/return to add multiple sites*):
Example: PDE Child Care, 333 Market Street, Harrisburg, PA 17126

Mcclintock Center, 1209 Pennsylvania Avenue, West	**Warren, Pa 16365**
Seneca Head Start Center, 26 East Wayne Street	**Warren, Pa. 16365**
Allegheny Valley Elementary School, 100 N. Main Street	**Clarendon, Pa 16313**
Youngsville High School, 227 College Street	**Youngsville, Pa 16371**
Lottsville Center, 141 Lottsville-Niobe Road	**Bear Lake, Pa 16402**

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 (1)** days proceeding 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 **One (1) Day**.

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

The Provider agrees to supply meals/snacks **inclusive** 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	**200**		**180**		**$1.75**		**$63,000**
LUNCH	**241**		**180**		**$3.00**		**$130,140**
SNACK	**37**		**180**		**$1.00**		**$6,660**
			GRAND TOTAL OF CONTRACT				**$199,800**

Conditions:

1. It is further agreed that the Provider, pursuant to the provisions of federal regulations, will assure that said meals/snacks will meet or exceed the minimum meal pattern requirements as necessary for the stated Menu Planning Option, and will maintain full and accurate records that the purchaser requires to meet its record keeping responsibility on a calendar month basis (supported by invoices, receipts or other records), and shall promptly submit invoices and delivery receipts to the Purchaser.

2. Meals/snacks will be delivered on a daily basis or other mutually agreed upon period of time in accordance with the 21-day menu cycle. Menu changes may be made only when agreed upon by both parties. When an emergency situation exists which might prevent the Provider from delivering a specified meal/snack component, the Provider shall notify the Purchaser immediately so substitutions can be agreed upon. The Purchaser reserves the right to periodically suggest menu changes within the Provider's suggested food cost range throughout the contract period.

3. The Provider will bill the Purchaser only for meals/snacks prepared and delivered/picked up at the specified time. Damaged or incomplete meals/snacks shall not be included. Adequate refrigeration or heating will be provided when the Provider delivers meals/snacks or picked up by Purchaser to insure the wholesomeness of food in accordance with state and/or local health codes.

4. The Purchaser will furnish the Provider with the number of meals/snacks, by meal service type, to be delivered to each site when applicable.

5. The Purchaser reserves the right to add or delete sites and provide one week's notice to the Provider.

6. The Provider guarantees that meals/snacks will be delivered within the prescribed time period as mutually agreed upon by both parties.

7. The Provider agrees to retain the records required by the Purchaser for a period of three years after the end of the fiscal year to which they pertain (or longer if an audit is in progress) and, upon request, to make all accounts and records pertaining to the program available to representatives of the Pennsylvania Department of Education, the United States Department of Agriculture and/or the Office of the Inspector General and General Accounting Office for audit or administrative review purposes at a reasonable time and place.

   The Provider also agrees to provide the needed information on the amount of food sent to the Purchaser for recording on the Production Records. Recipes and Product Information Sheets will be provided to the Purchaser as required for School Meals Initiative (SMI) reviews. If the Provider is providing meals using the NuMenus Planning Option, a printout of the nutrient analysis of the menus used must be provided to the Purchaser.

8. During the performance of the contract, the Provider agrees as follows: The Provider will not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or disability. The Provider will take affirmative action to ensure that applicants are employed and that employees are treated while employed without regard to their race, color, national origin, age, sex or disability. Such action shall include, but not be limited to, the following:

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, the Afterschool Snack Program and/or the Summer Food Service 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 have 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.

Additional Requirements:

1. Modification of the menu may be required for children with disabilities or for children with special or dietary needs.

2. Purchaser (Warren, Forest EOC Head Start) has agreed to pick up meals/snacks on a daily basis from the provider (Warren County School District) at a mutually agreed upon time.

3. Breakfast for the following day is picked up with the current day's lunch.

4. Monday's breakfast will be picked up with the prior Friday's lunch and snack.

Please note: Head Start classes are Tuesday through Friday for a yearly total of 129 class days. Pre K Counts classes operate Monday through Friday for a yearly total of 180 class days.

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 date of September 1, 2016 and will end June 9, 2017.

Please sign in **BLUE** ink.

Signature on Behalf of:	Signature on Behalf of:
Warren Forest Counties EOC Head Start	Warren County School District
Name of Purchaser	Name of Provider
Signature of Authorized Representative	Signature of Authorized Representative
Robert A Raible	Donna L. Zariczny
Executive Director	Warren County School Board President
Title	Title
Enter Date Signed	Enter Date Signed
Date	Date

PDE APPROVED