

**NATIONAL SCHOOL LUNCH, SCHOOL BREAKFAST
AND AFTERSCHOOL SNACK PROGRAMS
INSTRUCTIONS FOR COMPLETING PDE-3086**

When a school or child care institution purchases meals/snacks from another school, the contract that follows, **PDE-3086, MUST BE USED.** Do Not Retype. If the SFA wants to add more requirements, outline the conditions by continuing the numbering system on Page 3 before submitting to the Pennsylvania Department of Education for review.

**To fill out this form, please start at the top and use the tab button on your keyboard to navigate through the required grey fields. If the question does not pertain to your contract, please enter N/A.*

Upon execution of this contract, both parties must keep one copy with their records.

This contract can only be for a one-year period and cannot contain guaranteed renewal clauses.

A school or child care institution that enters into a contract with a school for the purchase of meals/snacks agrees to abide by the procurement standards outlined in Title 7 of the Code of Federal Regulations (CFR), Part 210.21, 220.16 or 226.22, as applicable, and by the Office of Management and Budget (OMB) Circular A-102. These regulations require that such procurement transactions be conducted in a manner that provides maximum open and free competition. Schools or child care institutions may use any of the four procurement methods outlined in OMB Circular A-102.

On January 13, 1987, the United States Department of Agriculture granted the PDE the authority to approve, on a case-by-case basis, noncompetitive negotiation as a method of procurement when meals are vended from one sponsor to another. ***For the PDE to approve the use of noncompetitive negotiation between sponsors, the following criteria must be met:***

1. The provider must have sufficient facilities and a delivery system adequate to handle the increased production.
2. The proximity of the provider must not be an undue hindrance to the fulfillment of the contract.
3. The provider has not received audit or CRE review findings within the past three years which would indicate that the provider was incapable of preparing proper meals, planning quality menus or maintaining adequate records.

This criteria has been incorporated into Items 12, 13 and 14 of the attached contract (PDE-3086). The PDE will accept the provider's signature on the contract as assurance that the provider has met the criteria specified above, thus resulting in the granting of approval by the PDE for the use of noncompetitive negotiation by the provider.

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, and protests of award, source evaluation or other matters of a contractual nature.

Made and entered into this date of **August 1, 2016** by and between

Yellow Breeches
315-21-0006
Carlisle, PA 17015

Big Spring School District
115-21-050-3
Newville, PA 17241

These meals/snacks will be served at the following locations (*press enter/return to add multiple sites*):

Example: PDE School District, 333 Market Street, Harrisburg, PA 17126

Yellow Breeches
7 Springview Road
Carlisle, PA 17015

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 1 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, Enhanced Food-Based 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 **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	54		180		\$1.65		\$16,038.
LUNCH	54		144		\$2.90		\$22,550.40
SNACK	N/A		N/A		N/A		N/A
MILK	N/A		N/A		N/A		N/A
GRAND TOTAL OF CONTRACT							\$38,588.40

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 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.

Additional Requirements:

Enter Additional Requirements (if applicable)

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 19, 2016 and will end June 30, 2017.

Please sign in BLUE ink.

Signature on Behalf of:

Yellow Breeches

Name of Purchaser

Patricia Carns

Signature of Authorized Representative

Patricia Carns, Business Manager

September 19, 2016

Signature on Behalf of:

Big Spring School District

Name of Provider

Richard Kerr

Signature of Authorized Representative

Richard Kerr, Business Manager

September 19, 2016