

CONTRACT AGREEMENT FOR THE PROVISION OF FOOD SERVICE

This agreement, made and entered into when approved by both parties, is by and between RPC Headstart (herein referred to as Preschool) and CookPatterson Catering, Inc. (herein referred to as Food Vendor).

Witnesseth: For and in consideration of the mutual covenants and promises herein contained, the parties do mutually agree as follows:

Whereas, the Food Vendor provides services including, but not limited to, the purchase and preparation of food for large groups; and

Whereas, Preschool requires food preparation for operations at its Champaign, Illinois center, under standards set forth by the U. S. Department of Agriculture for child nutrition programs and all rules, regulations, and standards of the U.S. Department of Health and Human Services specific to Preschool to include DCFS licensing standards for day care centers in accordance with specifications listed below;

Now therefore, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

Services

The Food Vendor will provide services and supplies, including all food, equipment, labor and delivery required for food service to the Preschool center in conformance with current federal and state regulations for child nutrition programs. Preschool will notify the Food Vendor about any operational changes in food service needs in writing.

As Preschool regulations require the food to be served "family style", the Food Vendor will prepare all meals in accordance with regulations as stated by Preschool and the Child and Adult Care Food Program. Preschool accepts full responsibility for the food catered by the Food Vendor once the food is delivered to the Preschool center except for such instances when liability arises out of conditions or actions over which the Food Vendor has control, such as food preparation.

Preschool agrees to return all insulated carriers and serving pans in proper and clean, although not necessarily sanitized, condition for reuse.

As needed, Preschool agrees to notify the Food Vendor in advance of changes to the number of meal counts needed at the sites. Any changes to meal counts will be adjusted by Thursday at or before 9am prior to the upcoming week.

The Food Vendor agrees to provide Preschool with the three-week, three-month cycle menus a month prior to the food service date. To ensure the balance of menus, the

cycles need to be sent in advance of any changes. Preschool is required to review the menus to ensure food requirements are met by Preschool standards and the Child and Adult Care Food Program.

To document that the food items on the menus meet the Child and Adult Care Food Program's meal requirements, the Food Vendor will submit recipes and Child Nutrition Labels to Preschool.

Fees

To pay for the services above, Preschool agrees to pay the Food Vendor for the 2022 meals at a rate of the following:

Breakfast	Lunch	Snack*	Milk*	Juice
N/A	\$2.85 infant/toddler	N/A	N/A	N/A
N/A	\$2.95 preschool	N/A	N/A	N/A

To provide extra meal items to children, Preschool agrees to pay the following rates:

Infant/Toddler Pricing:

- Price per meal - \$2.90
- Entree only - \$1.39
- Bread only - \$0.45
- Fruit only - \$0.53
- Veg only - \$0.53

Preschool Pricing:

- Price per meal - \$3.05
- Entree only - \$1.54
- Bread only - \$0.45
- Fruit only - \$0.53
- Veg only - \$0.53

Food portions will be in accordance with those outlined by the Child and Adult Care Food Program. Any food substitutions needed for children who have food allergies, religious reasons, or food preferences would be at no extra cost to Preschool. All food substitutions need to be given to the Food Vendor three days in advance.

The Food Vendor will provide meatless and/or vegan meals for substitutions requested by Preschool. Should there be a desire/requirement for other types of meals when a substitution is needed, Preschool will prepare such meals.

The Food Vendor shall provide Preschool a monthly statement itemizing the daily meals served during the prior month. Payment will be made within 10 days of receipt of an accurate and complete invoice. Preschool is a non-governmental agency and thus is subject to sales tax. If payment to the Food Vendor is not received within 15 days, a penalty of 1.5% will be assessed to Preschool.

Preschool agrees to pay 20% of the meal cost for days when the sites have to close due to weather, emergency closings, etc. The Food Vendor will follow the Preschool calendar for scheduled holidays and closings.

All price increases will come with at least a 30-day notice.

Term

The renewal term of this contract will begin when the contract has been approved and signed by both parties and shall be effective June 3rd, 2024 – June 30th, 2027. Agreement of these terms will result in a continual yearly renewal from the date of signature, which may be cancelled by either party with at least a 60-day notice.

Unless invoking cancellation of this contract as below, Preschool will contract food service from the Vendor for the full term of this contract.

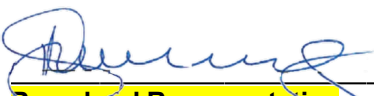
Cook Patterson Catering agrees to sign the Illinois Department of Agriculture agreement which refers to the exemption requirements of 9 CFR 303.1. Preschool or representative agrees that the food products to be served to the students shall be performed only by persons who are certified food handlers. The term of the agreement shall be for the same period as contained in the food service agreement.

Cancellation

Cancellation of this agreement will be effective 60 days subsequent to written notification and acknowledgment of the cancellation of this agreement by either party. This term may be amended by written notification of amendment signed by both parties.

Amendment

This agreement may be modified or amended at any time by mutual consent of the parties' expressed in writing and signed by all parties.

<i>Shawnae Bleichner-Cook</i> _____ Cook Patterson Catering, Inc. Representative	06/03/24 _____ Date
 _____ Preschool Representative	06-26-2024 _____ Date

Cook Patterson Catering Service

School and Daycare Contract and Procedures

- We strive to make all deliveries at the same time each day. If we should have a breakdown en route, we will call all schools not yet delivered to inform them of the delay and what time we will be there.
- All hot foods will be delivered in bulk in N.S.F. approved transport containers. These boxes are rated to keep food hot for 5-6 hours. Do not open the container until you are ready to serve.
- Cold foods must be stored in your refrigerator until serving time.

After all meals are served, the empty pans should be washed with soap and water, but not necessarily sanitized. All pans, plastic containers, and transport containers will be picked up and returned the next day when that day's delivery is made. It is the school's responsibility to make sure that all the pans, plastic containers, and transport containers are ready to be returned at the time we come for delivery. Also, we would like to remind all our customers that it is very important that all pans and food containers be cleaned and wipe all spills within the cater caddy. This helps prevent bacteria that can cause food borne illness and mold. This is a safety precaution for you and us. If pans are not cleaned properly, it causes bacteria to be carried from one facility to the next. Please leave the pans **outside** of the caddy to **air** dry.

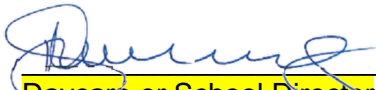
- Count changes may be made at any time provided they are made by 9:00AM the Thursday prior to the following week the meals are to be served. Changes will be made on Mondays only.
- For emergency reasons only (snowstorms, flood, no power, etc), meals may be canceled on the day of delivery. Meals canceled on the day of delivery will be properly stored and sent out on the next open school day. If meals are canceled for emergency reasons (snowstorm, flood, no power, etc.) the daycare or school will pay 20% of the meal cost for each day closed to cover the cost of changing menus. If a school or daycare is closed for emergency reasons, we must be notified by phone or email.
- A 21-day menu cycle will be used for a three-month period. A new menu will be sent to you a month prior.
- Any food substitutions needed for children who have food allergies, religious reasons, or food preferences would be at no extra cost. All food substitutions need to be given to Cook Patterson Catering in advance. Cook Patterson Catering will provide three categories of entrees. The categories are the main menu, meatless and meatless with no egg and no dairy.
- Cook Patterson Catering is closed for New Year's Eve and New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, Christmas Eve, and Christmas Day. Please provide us with a schedule of any other days you are closed throughout the year.
- Invoices are sent out on a bi-weekly basis. Payment is due within 10 business days. If payment is not received within 15 days, a penalty of 1.5% will be assessed on your outstanding balance.

- All prices are subject to sales tax unless your school is tax exempt. Please provide us with a copy of your tax exemption letter.
- All price increases will come with at least a 30-day notice.
- Agreement of these terms will result in a continual contract from the date of signature, which may be cancelled by either party with at least a 60-day notice.
- Our mailing address is: Cook Patterson Catering
104 W. Tomaras Ave. Suite A
Savoy, IL 61874

Our phone number is 217-352-1112 or 801-360-3704. Please feel free to call with any questions or concerns. You can also e-mail shawnae@marblescateringco.com, josie@marblescateringco.com, or paige@marblescateringco.com

Shawnae Bleichner-Cook

Shawnae Bleichner-Cook, Cook Patterson Catering



Daycare or School Director

06-3-2024

Date

Name of School