

**WHEN COMPLETED RETURN TO:**

Illinois State Board of Education  
 Nutrition Programs  
 100 North First Street, W-270  
 Springfield, Illinois 62777  
 Fax: 217-524-6124

**Child and Adult Care Food Program (CACFP)  
 SMALL PURCHASE AGREEMENT FOR PROCUREMENT OF  
 VENDED MEALS**

**GENERAL INFORMATION:**

- Appropriate for: **Private for-profit organizations** with annual meal purchases under \$10,000  
 or  
**Public or Federal tax-exempt organizations** with annual meal purchases under \$100,000.
- This type of contract is established annually and is valid for twelve months.
- Sponsors should follow Sponsoring Organization Instructions noted on the back of this page.
- Vendors should read the Vendor Terms of Agreement also found on the back of this page.
- The blank areas found on the back of this page in the Vendor Terms of Agreement must be completed when the contract is finalized.
- The signed **Small Purchase Agreement for Procurement of Vended Meals** should be submitted to the Illinois State Board of Education along with a copy of the vendor's most recent public health inspection report and vendor signed **Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction.**

**CACFP SPONSORING ORGANIZATION DATA**

NAME OF SPONSORING ORGANIZATION Mattoon CUSD- TLC-Adult Ed		AGREEMENT NUMBER	
ADDRESS (Street, City, State, Zip Code) 1701 Charleston Street Mattoon, IL 61938		SPONSORING ORGANIZATION CONTACT Tom Sherman	
		PHONE NUMBER	
SUM OF VENDED MEALS PURCHASED \$ 33,587.00		DURING WHAT PERIOD OF TIME August 1, 2008 through June 30, 2009	

**VENDOR DATA**

NAME OF VENDOR ARAMARK Educational Services, LLC		CONTACT PERSON Scot Gregory	
ADDRESS (Street, City, State, Zip Code) 1400 Piatt, Mattoon, IL 61938		PHONENUMBER	

**MEAL REQUIREMENTS****SITE NAME AND ADDRESS\***

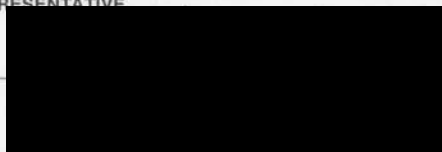
(Street, City, State, Zip Code)

→ Mattoon

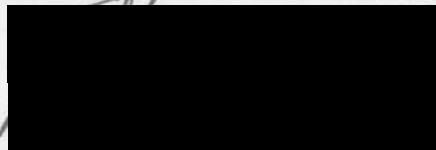
	NUMBER OF MEALS/DAY	DELIVERY TIME	MEAL PRICES**	MILK INCLUDED	
				YES	NO
Breakfast					
Lunch	115	10:00am	1.7180	Yes	
Supplements					
Supper					

\*Sponsors with more than one site should attach a separate listing of sites and delivery times.

\*\*Meal price will include charges for food, milk (if indicated above), packaging of meals, transportation, individual condiment packages, utensils, napkins, and straws.

**ACCEPTANCE OF MEAL REQUIREMENTS (above) AND TERMS OF AGREEMENT (on back)****VENDOR REPRESENTATIVE**

Printed Name of Vendor Representative

11-20-08  
Date Signed**SPONSORING ORGANIZATION REPRESENTATIVE**

Printed Name of Sponsoring Organization Representative

12-4-08  
Date Signed

### Sponsoring Organization Instructions

1. Sponsors should create a five-day sample menu for each meal (breakfast, lunch/supper, or supplement) they plan to purchase. This menu should specify an age group and include portion sizes appropriate for that age group. This serves as an example of the types of meals for which prices are being sought.
2. Sponsors should contact a representative number of vendors to obtain competitive price quotes. A List of Known Vendors is available by contacting CACFP staff at the Illinois State Board of Education (ISBE).
3. Sponsors should send all prospective vendors the same information including:
  - Sample menus for each meal type for which prices are requested which includes food components and portion size required
  - Copy of the CACFP Meal Pattern Chart
  - Number of each type of meals anticipated to be purchased daily
  - Location to which meals are to be delivered
  - A copy of the **Small Purchase Agreement for Procurement of Vended Meals** so the terms of the Agreement are known
  - Final date for receiving a price quotation
4. Sponsors must document all information and prices discussed, whether by telephone or in writing.
5. Negotiation of prices and terms with the vendors is permitted.

### Vendor Terms of Agreement

#### Meal and Delivery Requirements

1. All meals the vendor provides under this contract will conform to the age-appropriate CACFP meal pattern requirements and sample menus provided by the sponsoring organization.
2. The sponsoring organization may increase the number of meals by calling the vendor by  a.m. or  p.m.
3. The sponsoring organization may decrease the number of meals ordered by giving the vendor  days notice.
4. Meals are to be received at the center with temperatures for hot food at 140°F or hotter and cold food at 40°F or colder. All food deliveries must be handled in accordance with state and/or local health codes.
5. The vendor shall provide information designating portion sizes for components of meals where appropriate. Example: number of chicken nuggets or amount of spaghetti needed to equal 1½ ounces of meat/meat alternate for children ages three to five years.
6. The vendor shall provide an invoice with each meal delivery stating the date and number of meals delivered. This invoice must be signed by the sponsoring organization's representative at the time of delivery.
7. The vendor shall not be paid for unauthorized menus, incomplete meals, meals that do not comply with CACFP meal pattern requirements, meals not delivered within the specified delivery time period, meals rejected because they do not comply with temperature requirements, or foods that are substandard in quality or show signs of spoilage. The vendor is responsible for any costs the sponsoring organization may incur as a result of replacing these meals.
8. Should either the sponsoring organization or vendor decide to terminate this contract for cause, a sixty (60) day notice is required.

#### Record Keeping Requirements

1. The vendor must submit an itemized statement for all daily deliveries and charges within ten (10) days of the last day of each month.
2. The books and records of the vendor pertaining to this contract shall be available for a period of four (4) years or until a final resolution of any audits by representatives of the Illinois State Board of Education (ISBE) or the United States Department of Agriculture (USDA), the institution, and the Comptroller General of the United States at any reasonable time and place.
3. The vendor shall not assign, transfer, or pledge its rights of the agreement to another vendor without the written consent of the sponsoring organization.

#### Inspection of Facility

1. The sponsoring organization, ISBE, and USDA reserve the right to inspect the vendor's preparation facility prior to the award and without notice at any time during the period of this agreement, including the right to be present during the preparation and delivery of meals.
2. The vendor's facility must be inspected by the local or state health department.

#### Emergencies

1. In the event of unforeseen emergency circumstances, the vendor shall immediately notify the sponsoring organization by telephone or fax of the following: (1) the impossibility of on-time delivery; (2) the circumstance(s) precluding delivery; and (3) a statement of whether or not succeeding deliveries will be affected.
2. No payment will be made for deliveries made later than  hours after the specified meal time.
3. Adjustments for emergency situations affecting the vendor's ability to deliver meals or the sponsoring organization's ability to utilize meals for a period longer than 24 hours will be mutually worked out between the vendor and the sponsoring organization.

ILLINOIS STATE BOARD OF EDUCATION

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion  
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, 7 CFR 3017 Subpart C Responsibilities of Participants Regarding Transactions. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733) and Part II of the November 26, 2003 Federal Register (pages 66533-66646). Copies of the regulations may be obtained by contacting the Illinois State Board of Education.

**BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW.**

**CERTIFICATION**

The prospective lower tier participant certifies, by submission of this Certification, that:

- (1) Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- (2) It will provide immediate written notice to whom this Certification is submitted if at any time the prospective lower tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
- (3) It shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated;
- (4) It will include the clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions*, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions;
- (5) The certifications herein are a material representation of fact upon which reliance was placed when this transaction was entered into; and
- (6) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Certification.

ARAMARK Educational Services, LLC

Organization Name

TLC Adult Education

PR/Award Number or Project Name

Annette C. Heng, Vice President

Name and Title of Authorized Representative

[Redacted Signature]

Signature

11-20-08

Date

**Instructions for Certification**

1. By signing and submitting this Certification, the prospective lower tier participant is providing the certifications set out herein.
2. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
3. Except for transactions authorized under paragraph 3 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used herein, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and Executive Order 12689. You may contact the person to which this Certification is submitted for assistance in obtaining a copy of those regulations.
5. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the "GSA Excluded Parties List System" at <http://epls.amet.gov/>.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.