

**LIGHTHOUSE ACADEMIES OF ARKANSAS, INC**  
**Contract for Goods and Services**

Original Request for Proposal (“RFP”) was issued by: Charter Facilities Management L.L.C.

Titled: Pre-Plated Meals Program Request for Proposal 2010-2011      Dated: March 22, 2010  
 Closed: April 22, 2010

For good and sufficient consideration, the receipt of which is hereby acknowledged, all terms of the Pre-Plated Meals Program Request for Proposal 2010-2011 are hereby incorporated into this **contract**. Any exceptions are stated below. Only the exceptions stated below are applicable.

A copy of the Request for Proposal is attached to this contract.

Vendor Name and Address:	Bill to:
Preferred Meal Systems, Inc. 5240 St. Charles Road Berkeley, IL 60163-1341	Lighthouse Academies of Arkansas, Inc. d/b/a Jacksonville Lighthouse Charter School 251 North First Street Jacksonville, AR 72076

Services to be provided at and for:	Contact Persons:
Jacksonville Lighthouse Charter School 251 North First Street Jacksonville, AR 72076 501-985-1200	<p>Jacksonville Lighthouse Charter School Kelly Earhart Business Manager Email: <a href="mailto:Kearhart@lighthouse-academies.org">Kearhart@lighthouse-academies.org</a> 501-985-1200</p> <p>Nigena Livingston Principal Email: <a href="mailto:nlivingston@lighthouse-academies.org">nlivingston@lighthouse-academies.org</a> 501-985-1200</p> <p>Charter Facilities Management Mel Harper Email: <a href="mailto:mharper@charterfacilities.org">mharper@charterfacilities.org</a> 508-626-0904 ext. 103</p>

**Timeline and general description of services:**

In accordance with the requirements outlined in the Request for Proposal for a Pre-Plated Meals Program 2010-2011, Preferred Meal Systems, Inc. (“Preferred Meals”) agrees to provide pre-plated meals, consumable supplies and the necessary equipment, training and documentation, such as product nutrition guides and HACCP or food service operation to the Jacksonville Lighthouse Charter School, effective July 1, 2010 and ending June 30, 2011 with a possibility of 4 (4) one-year renewals. The price per cold breakfast is \$1.2040; breakfast-to-go is \$1.3520; hot breakfast is \$1.3250; lunch is \$2.1730; and a snack is \$0.6420. JLCS will serve breakfast, lunch and snacks and maintains its right to change the type of meal service based on the needs of its student population. JLCS reserve the option to have Preferred Meals serve lunch at a possible second site. In the event

there is a second site the pricing would change to reflect the following for the two sites: The price per cold breakfast \$1.2300; breakfast-to-go is \$1.3800; hot breakfast is \$1.3500; lunch is \$2.2200; and a snack is \$0.6550.


Preferred Meals agrees to provide meal service in accordance with the Lighthouse Academies Wellness Policy (see Exhibit E on the RFP). Preferred Meal menus will use Group IV Traditional Meal Patterns for each grade level. Furthermore, Preferred Meals agrees that menus will have less than 30% of calories from fat and 10% of calories from saturated fat as dictated by the United States Department of Agriculture ("USDA".) Preferred Meals shall provide menus to the Jacksonville Lighthouse Charter School two weeks prior to the beginning of each month so that the school's wellness committee can review menus and respond to Preferred Meals with any necessary changes. All substitutions, should there be any, must be in compliance with the Wellness Policy and USDA requirements with advanced notice provided to the Jacksonville Lighthouse Charter Schools.

In addition, Jacksonville Lighthouse Charter Schools and Preferred Meals agree to the following

1. Preferred Meals guarantees complete satisfaction with its services hereunder.
2. Preferred Meals will issue invoices weekly. Payment terms are net invoice amount within thirty (30) days of the invoice date.
3. Notwithstanding any of the foregoing items and conditions, in the event that either party, in the exercise of its reasonable judgment, is not satisfied with the other's performance under this contract such party shall have the right to terminate this Agreement upon thirty (30) days prior written notice.
4. All information provided by Preferred is considered to be confidential and proprietary. This information cannot be divulged without prior written approval of Preferred Meals.
5. This contract shall be considered fully executed once the parties have signed this contract and has been approved by the Lighthouse Academies of Arkansas, Inc. board and the Arkansas Department of Education, Division of School and Community Nutrition Programs.
6. Preferred Meals will provide training to food personnel to ensure proper food presentation, safe meal preparation and handling, and appropriate equipment management.
7. Preferred Meals will review equipment inventory needs and provide necessary equipment requested by Jacksonville Lighthouse Charter Schools that will allow the kitchen staff to operate an efficient meals program. The additional equipment will be delivered within two weeks of the request.
8. All equipment supplied by Preferred must meet the state department of health inspections and must maintain the specified temperature range of what the equipment is intended. If any equipment needs maintenance Preferred will immediately service the equipment

Exceptions to RFP:

There are no exceptions.

Signed:   
Preferred Meal Systems, Inc. Authorized representative

  
Lighthouse Authorized Representative

Date: May 19, 2010

07/21/10

No changes to this contract may be made without written authorization from Preferred Meal Systems, Inc. and Lighthouse Academies of Arkansas, Inc.