

SMART Systems 303 S. Byrkit Ave Mishawaka, IN 46544 *Voice: 800-348-0823*

FAX: 574-257-0895

Program Agreement

Lexington-Fayette Urban County Government Family Care Center 1135 Red Mile Place Lexington, KY 40504 Food and Nutrition Department

HACCP Verification, Food Safety Service Specifications, Training Plan, Just-in-Time Delivery of Detergents, Dispensing Bottles and Training Accessories for the School Session from February 2013 through December 2014.

MECHANICAL WAREWASH PROGRAM

MATERIALS

SMART Systems will provide a total mechanical dish machine chemical program including detergent, rinse additives and de-liming agents. Please note the SMART EnviroWash (dish machine detergent) is approved to carry the Designed for the Environment seal of approval. Wall Instruction Charts, Technical Bulletins and Material Safety Data Sheets (MSDS), along with Personal Protective Equipment (goggles) will be provided and posted in each kitchen.

TRAINING

Upon installation of the equipment, all staff will receive in-service training on equipment, proper operation and maintenance of the dish machine. Ongoing Site-based training will be performed on proper racking, de-liming, appropriate workflow, sanitary loading and unloading and maintenance checkpoints during normally scheduled service calls.

TECHNOLOGY

State-of-Art Digital Dispensing allows for accurate and efficient chemical performance. All equipment is loaned at no charge to the district.

<u>SERVICE</u>

Service Calls will be performed every six weeks during the school year. A comprehensive Service Check is performed on each visit. This inspection surveys both mechanics and procedures of the dish room. A Service Report will be provided after each call. These reports are designed to communicate areas of success, concern and areas for improvement.

COSTING OF PROGRAM

The price for the program shall be for delivery of the specified Sanitation System on a Set Cost basis. Monthly service billings will be based on the Annual set cost billed in <u>12</u>equal installments on the 1st day of each month..

Warewash Sites: 1 Cost Per Month: \$200.00 Annual Cost: \$ 2400.00

NOTES:

Program will be pro -rated based on the start date. Program will be reviewed each December.

AGREEMENT TERMS:

This agreement is a two year agreement and may be extended at the discretion and consensus of both parties. Cost increases or decreases may be absorbed by the District based on the Consumer Price Index or Wholesale Price Index but, may not exceed 5%. In the event of more than a 5% increase or decrease, this contract must be renegotiated. In the event that gas prices rise above \$4 per gallon during the terms of this Agreement, SMART Systems reserves the right to request a reasonable surcharge to cover the increase, or to renegotiate the Agreement, with the mutual consent of both parties.

<u>February 2013 through December 2014.</u> Cancellation clause; 60 days written notice. All materials, dispensers, accessories and instructional charts that are provided as part of this program remain the property of SMART Systems and may be removed if, and when the program is cancelled.

BILLING AND REMITTANCE:

All billings will be from SMART Systems, unless otherwise notified. Remittance should be made payable to:

SMART Systems - 303 S. Bykrit Ave. - Mishawaka, IN 46544

Family Care Center-Lexington,KY	
Authorized Signature - Date	Printed - Date
SMART Systems	
Authorized Signature Date	Printed Data