



The Nutrition Group's Budget, Guarantee, Accounting and Contract Criteria

Budget Criteria and Stipulations:

The Nutrition Group's budget was developed using the following criteria provided by the Warren County School District:

- ❖ Meal service days: 177 days
- ❖ Projected Enrollment for the 2014/2015 school year of 4,500 students, subject to a permissible five percent (5%) variation.
- ❖ Current breakfast prices. Lunch price increase at elementary to \$2.15. Middle school at \$2.15. High school increased to \$2.25.
- ❖ Food based menu planning option (including menus) and Offer-vs-Serve at all grade levels
- ❖ 2014/15 SFA Employee wages, staffing patterns, hours and benefits as provided by the district.
- ❖ HHFKA provisions for the 2014-15 school year

Inaccuracies in the information provided by the District will result in a budget variance. The financial bottom line may be subject to adjustment due to occurrences or conditions beyond Nutrition Inc. and the District's control.

The financial bottom line of your food service operation is subject to adjustment if the or District School Board of Directors enact policies that negatively affect Nutrition's budget projections based on the following:

- ❖ Federal & state reimbursement rate changes
- ❖ USDA commodities usage rate of \$0.2325
- ❖ Change in FSMC wages/fringe/benefit costs
- ❖ Nutrition's recommended A la Carte and Menu pricing
- ❖ The Nutrition Group retains exclusive selling rights within cafeteria boundaries, and this agreement supersedes any new vending contracts with other vendors that negatively impact sales included in projected revenue.

Accounting Procedures:

- Accounting: The Nutrition Group shall maintain such records as the Warren County School District will need to meet its requirements to the Department of Education and United States Department of Agriculture. In order that the district know the exact financial status of the food service program and to insure total accountability, The Nutrition Group will provide the district with detailed monthly Operating Statements.
- Billing and Payment Terms: The Nutrition Group agrees to comply with the billing method indicated in the Request for Proposal.

On a fixed price billing basis, Nutrition, Inc. will bill the District on a weekly basis for all meals and a la carte equivalent meals served. The District is expected to pay the weekly billings within 30 days of receipt.
- Initial Payment: The Nutrition Group will submit to the District an invoice estimating the amount of costs that Nutrition expects to incur for one month of operation on or about July 1. The District will be expected to pay the amount of this invoice upon receipt of the invoice. The purpose of such initial payment is that The Nutrition Group must pay for hourly labor (if on The Nutrition Group's payroll), our FSD, and upper management team labor on a bi-weekly basis. The Nutrition Group must also pay our food and supply vendors in a timely manner to insure competitive prices. Daily cash income and State and Federal reimbursements get deposited into the school district's account; however, The Nutrition Group has no daily access to these receipts. At the end of the school year, the district and The Nutrition Group will reconcile the account. At that time, the initial payment will be returned/credited to the District prior to July 1, 2015.
- Financial Guarantee Settlement: Should monies be owed the district to satisfy the conditions of Nutrition Inc's guarantee, the guarantee amount owed will be agreed upon based upon the Food Service Financial Audit Report for the settlement school year.
- Special Diets: If Nutrition, Inc. is required to provide special diets which require costly ingredients, Nutrition Inc. will bill the district separately for those additional costs.
- Monthly Statement: To insure that the District always knows the exact financial situation of the food service program, The Nutrition Group's corporate accounting services will provide you with detailed operating statements.

Rebates, discounts and credits: Nutrition, Inc. will individually identify the amount and source of each discount, rebate and other applicable credit on all bills and invoices presented to the SFA. In the case of other applicable credits, Nutrition, Inc. will identify the nature of the credit. Nutrition, Inc. will report discounts, rebates and other applicable credits allocable to the contract that cannot be reported prior to the conclusion of the contract by mailing a credit to the SFA if there is still outstanding monies owed Nutrition, Inc., or will mail a check in the amount of the discount, rebate and other credits when the discount, rebate and/or other credit is received by Nutrition, Inc. from the appropriate sources.

Nutrition, Inc. will maintain documentation of costs and discounts, rebates and other applicable credits and will furnish such documentation upon request of the SFA or the Pennsylvania Department of Education, Division of Food and Nutrition

- Commodity Credit and Inventory: Nutrition, Inc. will credit the District for the value of all commodities when received for use in the food service program. For fixed price accounts, crediting will occur monthly on the last weekly billing of the month. For cost reimbursable contracts the monthly invoice will reflect the value of commodities received in the month and the savings resulting from utilization. At termination of the contract, Nutrition, Inc. will take the “other unused donated foods at the discretion of the SFA” (in accordance with Policy on SD-080 Memorandum dated November 17, 2008, answer to question #22)

Contract Stipulations:

- Waiver of Subrogation: Nutrition and Client hereby waive all rights of subrogation against each other, arising out of damage to the premises, personal property, fixtures or equipment on the premises caused by fire, lightning, windstorm or other casualty, whether or not the same be caused by the negligence of either party, its agents, employees or servants. The waiver contained in this provision is limited to the coverage by the provisions of the Standard Fire and Extended Coverage Insurance Policy. Any insurance maintained by either party shall contain an endorsement expressly waiving any right of subrogation of the insurer against the other party, provided this provision shall not bind either party unless both parties can obtain such an endorsement without cost. In the event such endorsements are obtained, each party shall deliver a copy of such endorsement to the other.
- Hold Harmless Clause: Nutrition shall indemnify and hold harmless the Client and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the sale of food products or other operations performed by Nutrition on the premises in connection with this Agreement, including sales and operations, and including claims, damages, loss or expense attributable to bodily injury, sickness, disease or death, or injury to or destruction of real and tangible property, including the loss of use resulting there from and including damage and injury caused in whole or part by the sale of food products or other operations performed by Nutrition and including any negligent act or omission of Nutrition and anyone directly or indirectly employed by Nutrition for whose acts any of them may be liable, regardless or whether or not it is caused in part by a party indemnified hereunder
- Hiring Restrictions: Client shall not hire, or attempt to hire, Nutrition's Food Service Director while this Agreement is in force and for three (3) years after the termination or expiration of this Agreement without the consent of Nutrition. Nutrition shall not hire, or attempt to hire, any management employee of Client while this Agreement is in force and for three (3) years after the termination or expiration of this Agreement without the consent of Client.

Renewal Year Checklist

(For SFA use only- do not submit with documents)

Agreement Page

- ☐ Original Signatures should only be obtained after PDE returns the packet with an approval signature on each page
- ☐ Dated by both parties (should be completed when the signatures are obtained)
- ☐ The Number of Renewals is listed

Additional Requirements

- ☐ Certification Regarding Lobbying and/or Disclosure of Lobbying Activities (must have original signatures)
- ☐ Clean Air and Water Certificate (must have original signatures)
- ☐ Suspension and Debarment Certification (must have original signatures)
- ☐ Projected Operating Costs Worksheet(s)
- ☐ The Fact Sheet in PEARS must be completed

Comments: _____

Renewal Agreement Page

This bidder certifies that he/she shall operate in accordance with all applicable State and Federal regulations.

This bidder certifies that all terms and conditions within the Bid Solicitation shall be considered a part of the contract as if incorporated therein.

This Renewal Agreement shall be in effect for one year starting July 1, 2014 and may be renewed by mutual agreement for up to 3 additional one-year period(s). The provisions of the contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representative the day and year.

Warren County School District

The Nutrition Group

Name of SFA

Name of FSMC

Signature of Authorized Representative*

Signature of Authorized Representative*

Melissa A. Kingen

Printed Name of Authorized Representative

Printed Name of Authorized Representative

Regional Manager

Title

Title

Date Signed

Date Signed

Attest

Attest

*** All contracts must be signed in blue ink.**

Appendix H

U. S. DEPARTMENT OF AGRICULTURE

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) 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 proposal.

The Nutrition Group

Warren County School District

Organization Name

PR/Award Number or Project Name

Melissa A. Kingen, Regional Manager

Names(s) and Title(s) of Authorized Representative(s) of the FSMC

Signature(s)

Date

Appendix H (cont)

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. 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 available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into 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.
6. The prospective lower tier participant further agrees by submitting this form that it will include this 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.
7. 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 that 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 Nonprocurement List.
8. 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 by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, 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 available remedies, including suspension and/or debarment.

Appendix I

Clean Air and Water Certificate

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 U.S.C. 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the School Food Authority (SFA) and Food Service Management Company (offeror) shall execute this Certificate.

The Nutrition Group

Warren County School District

Name of Food Service Management Company

Name of School Food Authority

THE FOOD SERVICE MANAGEMENT COMPANY AGREES AS FOLLOWS:

A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued there under before the award of this contract.

B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.

D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).

B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).

C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.

Regional Manager

Signature of Food Service Management Company's
Authorized Representative

Title

Date

Signature of School Food Authority's
Authorized Representative

Title

Date

Appendix J
CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

The Nutrition Group

580 Wendel Road, Suite 100

Irwin, PA 15642

Name/Address of Organization (FSMC)

Melissa A. Kingen, Regional Manager

Name/Title of Submitting Official

Signature

Date

Appendix J

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: _____ a. bid/offer/application b. initial award c. post-award	3. Report Type: _____ a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of Last Report _____
4. Name and Address of Reporting Entity: Prime Subawardee Tier, if known: Congressional District _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:	
6. Federal Department/Agency:	<div style="border: 2px solid black; padding: 50px; font-size: 48px; font-weight: bold;">NO ACTIVITY</div>	
8. Federal Action:		
(Attach Continuation Sheet(s) SF-LLL-A If Necessary) (if individual, last name, first name, middle)		
10. a. Name and Address of Lobbying Entity: (last name, first name, MI)	10. b. Individuals Performing Services (including address if different from No. 10,a.)	
(Attach Continuation Sheet(s) SF-LLL-A If Necessary) (if individual, last name, first name, middle)		
11. Amount of Payment (check all that apply): \$ _____ Actual \$ _____ Planned	13. Type of payment (check all that apply): ____ a. retainer ____ b. one-time fee ____ c. commission ____ d. contingent fee ____ e. deferred ____ f. other; specify:	
12. Form of Payment (check all that apply): ____ a. cash ____ b. in-kind; specify: Nature _____ Actual _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Are Continuation Sheet(s) SF-LLL-A Attached: Yes _____ (Number _____) No _____		
16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: <u>Melissa A. Kingen</u> Title: <u>Regional Manager</u> Telephone: <u>724-978-2100</u> Date: _____	

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET SF-LLL-A

Reporting Entity: _____
Page _____ of _____

NO ACTIVITY

Appendix J (cont)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use of SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee; e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes; e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
11. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets if yes.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-00046), Washington, DC 20503.
