

June 8, 2009

Warren County School District Attn: Petter Turnquist Business Administrator 185 Hospital Drive Warren, PA 16365

Dear Mr. Turnquist:

We are in receipt of your Food Service Management Contract with Aramark Educational Services, LLC. The Division of Food and Nutrition has reviewed and approved this contract for the 2009-10 school year. Please note that each page is stamped with a signature. Please make 2 copies prior to signing the contract (one for the vendor and one for the school). Once you have received Aramark Educational Services, LLC 's original signature, as well as that of your school, on the signature page and appendixes, please return the entire contract to:

Pennsylvania Department of Education Bureau of Budget and Fiscal Management Division of Food and Nutrition Attn: FSMC Contract 333 Market Street, 4<sup>th</sup> Floor Harrisburg, PA 17126-0333

Please remember that work cannot begin on the contract until it receives final approval which will appear on the FSMC Fact Sheet in PEARS.

If you have any further questions, please contact me at 1-800-331-0129, Extension 2769698. Thank you.

Sincerely,

Yvonne Brown Budget Analyst

Enclosure

cc: Sponsor file

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## COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF EDUCATION 333 MARKET STREET HARRISBURG, PA 17126-0333 www.pde.state.pa.us

Food Service Management Company (FSMC) Request for Proposals (RFP) and Contract

Warren County School District 105-62-830-2

July 1, 2009 to June 30, 2010

In accordance with federal law and United States Department of Agriculture (USDA) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410, or call (202)720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

Any School Food Authority (SFA) selecting to use a FSMC must prepare a RFP utilizing this document which may not be retyped or changed in any way. Addendums are permitted as long as it provides additional information and does not contradict, eliminate or replace the information in this document. This document meets Child Nutrition (CN) Programs federal and state requirements as of November 6, 2008.

PA Food Service Management Company RFP and Contract - WCSD Draft 01.16.08 Created on November 17, 2008

## Request for Proposal Checklist

## For SFA use only

Do not submit to FSMC or the Pennsylvania Department of Education (PDE) as part of the RFP

Agree	nent Page
	Original Signatures of contracting parties 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
Specif	cations must contain the following:
Specif	Type of Procurement Method
	Date and Time that bids will no longer be accepted
	Contact Information
	Contract Terms
	Date of the Pre-Bid Meeting
	Ownership of the Employees must be indicated
	Award Criteria must be completed
	FSMC indicated the crediting process for commodities
	FSMC indicated the method used in determining the donated food values to be used in crediting
	Check the boxes beside all the programs that apply to this contract
	Indicate the method of procurement
	Indicate the type of menu planning option to be followed
	Check the box that will be used for purchasing and inventory procedures
	Include a copy of an invoice from the winning FSMC displaying the method of returning and credits, rebates and
	applicable credits to the SFA
	Indicate the Term Begin Date (the end date must always be June 30 of each year)
	Insurance Requirements must be detailed (include a copy of the proof of insurance)
	(Comprehensive General Liability, Workman's Compensation, Vehicle Insurance)
Forms	
Forms	Average Daily Participation Worksheet
Forms	☐ Average Daily Participation Worksheet ☐ Cost Responsibility Worksheet
Forms	Cost Responsibility Worksheet
Forms	Cost Responsibility Worksheet  Labor and Fringe Worksheet
Forms	☐ Cost Responsibility Worksheet ☐ Labor and Fringe Worksheet ☐ Projected Operating Costs Worksheet(s)
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	Cost Responsibility Worksheet  Labor and Fringe Worksheet  Projected Operating Costs Worksheet(s)  Site Building and Service Requirement Worksheet  21 Day Lunch Menu  21 Day Breakfast Menu (if applicable)
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## **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 Agreement shall be in effect for one year starting July 1, 2009 and may be renewed by mutual agreement for up to four additional one-year period(s).

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

Name of SFA	Name of FSMC
Signature of Authorized Representative*	Signature of Authorized Representative*
Printed Name of Authorized Representative	Printed Name of Authorized Representative
Title	Title
Date Signed	Date Signed
Attest	Attest

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<sup>\*</sup> All contracts must be signed in blue ink.

#### **General Information**

#### A. Intent

This solicitation is for the purpose of entering into a contract for the operation of a food service program for Warren County School District, herein after referred to as the School Food Authority (SFA).

The bidder is herein referred to as the Food Service Management Company (FSMC). The contract will be between the FSMC and SFA.

#### B. Procurement Method

All procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with Title 7 CFR § 3016. Choose one of the following options.

- This contract will be a **Fixed Price Contract** to be bid in three parts with the total per meal cost reimbursement.
  - Direct Cost of Operation
  - Administrative Fee
  - Management Fee

Although the maximum per meal cost reimbursement is the bid price, the per meal reimbursement to the FSMC is contingent upon the following:

- Direct cost of operations as audited and approved.
- Administrative fee (quoted per meal fee multiplied by meals served) expenses included must be itemized.
- Management fee- represents a profit to the FSMC.

The SFA must determine the existence of the proper pass through value of the donated commodities; e.g., credits or reductions on the invoice in the month of receipt. The values are to be based on the values at the point the SFA receives the commodities from the PDA, and on USDA commodity prices pertinent to the time period, and shall include both the basic commodities allocation as well as any bonus commodities.

This contract will be a Cost-Reimbursable contract whereas the FSMC will be paid on the basis of the
direct cost incurred plus a fixed fee. All program expenses not otherwise defined in the contract will be
assumed by the FSMC under the Administrative Fee. Expenses that represent overhead cost must be
itemized. A management fee represents a profit to the FSMC

The value of commodities received must be itemized in the regular monthly billing to the SFA to document savings resulting from commodity receipt. The FSMC will ensure that its system of inventory management will not result in the SFA being charged for donated foods.

#### C. Pre-Bid Meeting

A meeting with interested bidders to review the specifications, to clarify any questions, and for a walk-through of the facilities with school officials will be held on February 17 and 18, 2009 at Central Office, Russell Elementary School, Eisenhower Middle/Senior High School, Youngsville High School, Youngsville Elementary Middle School, Sugar Grove Elementary School, Warren Area Elementary Center, Warren Area High School, South Street Early Learning Center, Beaty Warren Middle School, Sheffield Area Middle High School, Sheffield Elementary School, and Allegheny Valley Elementary School. Attendance is required.

#### D. Bid Submission and Award

Proposals are to be submitted to:
 Warren County School District
 c/o Petter Turnquist, Business Administrator
 185 Hospital Drive
 Warren, PA 16365

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Public opening will be at 2:00 p.m. on March 17, 2009. Proposals will not be accepted after this time. Proposals are to be submitted in a sealed envelope marked Food Service Management Bid.

- 2. The SFA will not conduct the procurement process in a manner that uses statutorily or administratively imposed in-state or local geographic preferences in accordance with Title 7 CFR § 3016.60(c).
- 3. SFAs are prohibited from entering into a contract with a FSMC that develops or drafts specifications, requirements, statements of work, requests for proposals, contract terms and conditions, or other documents for use in conducting procurement.
- 4. The SFA reserves the right to reject any or all bids, if deemed in the best interest of the SFA.
- 5. For consideration, each FSMC <u>must</u> submit a complete response to this solicitation <u>using the forms</u> <u>provided.</u>
- 6. The SFA will award the contract to the qualified and responsible FSMC whose proposal is responsive to this solicitation. A responsible FSMC is one whose financial, technical and other resources indicate an ability to perform the services required by this solicitation.
- 7. FSMCs or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so will be at the FSMC's own risk and cannot secure relief on the plea of error. The SFA is not liable for any cost incurred by the bidder prior to PDE's Division of Food and Nutrition's (DFN) final approval of the contract and the signing of the contract by all parties. Paying the FSMC from CN Program funds is prohibited until the contract is signed by both parties. **DFN approval must be stamped on each page of the contract prior to the signing of the contract.**
- 8. If additional information is required, please contact Petter Turnquist at (814) 723-6900, ext. 2151 or at petter.turnquist@wcdpa.org.

#### E. Award Criteria

The relative value assigned to the evaluation of each such criterion must be specified. However, the highest consideration (the most weight) must be given to bid price. An evaluation committee must be comprised of at least three people. Each committee member evaluates proposals independently. All bidders receiving an average of 85% or more should be contacted for further consideration prior to a contract being offered.

Cost and Performance Bond	35
Service Capability	10
Financial Conditions/Stability, Business Practices	10
Accounting and Reporting Systems	15
Personnel Management	10
Experience and References	5
Promotion of the School Food Service Program	10
Involvement of Students, Staff and Patrons	5

#### F. <u>Bid Protests</u>

Any action which diminishes open and free competition seriously undermines the integrity of the procurement process and may subject the SFA to bid protests. SFAs are responsible for properly responding to protests and concerns raised by potential contractors. Pursuant to §3016.36(b) (12), SFAs must have protest procedures in place to handle and resolve disputes relating to their procurements and must in all instances disclose all information regarding a protest to DFN.

Total points possible:

100

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#### G. Bonding Requirement

Bid Guarantee: The FSMC shall submit with its proposal, a bid guarantee for five percent (5%) of the total bid price in the form of a firm commitment such as a bid bond, postal money order, certified check, cashiers check, or irrevocable letter of credit. Bid guarantees other than bid bonds will be returned (a) to unsuccessful FSMCs as soon as practicable after the opening of bids; and (b) to the successful FSMC upon execution of such further contractual documents (i.e., insurance coverage) and bonds as required by the proposal.

#### H. Captions

Captions in all sections of this document are provided only as a convenience and shall not effect the interpretation of this instrument, its attachments, and addenda.

#### I. Contract Terms

The contract shall be for a period of one year beginning on or about July 1, 2009, and ending June 30, 2010, with up to four one-year renewals with mutual agreement between the SFA and the FSMC. This contract cannot be effective prior to the date of final approval by DFN and signed by both parties.

#### J. Employees

The current food service employees will be employed by the SFA.

#### K. Errors or Omissions

The proposing vendor shall not be allowed to take advantage of any errors or omissions in the specifications. Where errors occur in the specification, the vendor shall promptly notify the contact person listed. Inconsistencies in the specifications are to be reported prior to proposals being submitted.

#### L. Final Contract

The complete contract includes all documents included by the SFA in the RFP and all documents submitted by the FSMC that have been mutually agreed upon by both parties; i.e., worksheets, appendixes and operating cost sheets.

#### M. Gifts from FSMC

The SFA's officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from contractors nor potential contractors. To the extent permissible under State law, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards.

#### N. Incurred Cost

Any cost incurred by the FSMC prior to DFN final approval and the signing of the contract by all parties, shall be the responsibility of the FSMC.

#### O. Late Bids

The SFA will not consider any bid received after the exact time specified for receipt.

#### P. Meal Equivalents

For the purpose of making the meal count computation, the number of meals served to children shall be determined by actual counts of reimbursable meals. The FSMC and SFA shall determine a la carte meal equivalents by dividing the a la carte revenue by the sum of the Federal and State free meal reimbursement plus the value of USDA entitlement and bonus donated foods. A la carte revenue shall include adult meals and a la carte sales to students and adults. If applicable, include revenue from vending machine sales as part of the a la carte revenue.

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#### Q. Payment and Fees

The following definitions are provided to clarify what are allowable direct costs:

- Food: limited to those items purchased for use in the preparation and service of student, adult, and a la carte meals as specified under terms and conditions.
- Labor: limited to on-site employees responsible for the management, preparation, service, and clean up of meals.
- Miscellaneous Expenses: paper supplies (including decorations), equipment rental, cleaning materials, commodity handling and warehousing charges, travel as required for effective program management, uniforms, printing, taxes and licenses, insurance, and as contractually obligated herein.

#### R. Additional Information

The SFA may add any additional items that need to be covered in the RFP such as Equipment Purchases and POS systems. The SFA may not add additional items to the Renewal Year Contracts.

- 1. The FSMC must provide (2) two delivery persons for food service meal and inventory deliveries for the entire contract term. The delivery persons shall be employees of the FSMC, with the FSMC being solely responsible for all compensation and benefits for the employee.
- 2. The FSMC must provide (2) delivery vehicles for food service meal and inventory deliveries.
- 3. The FSMC must provide (1) one Chef / Director of Food Service. The Director of Food Service shall be an employee of the FSMC, with the FSMC being solely responsible for all compensation and benefits for the employee. The Director of Food Service shall be required to be on the SFA's property in accordance with a schedule to be determined at the sole discretion of SFA.
- 4. The FSMC must retain the current Assistant Director as Assistant Food Service Director for the entire contract term. The Assistant Food Service Director shall be an employee of the FSMC for the entire contract term, with the FSMC being solely responsible for all compensation and benefits for the employee. The Assistant Food Service Director shall be required to be on the SFA'a property in accordance with a schedule to be determined at the sole discretion of SFA.
- 5. The FSMC must provide 1 (one) secretary for the entire contract term. The secretary shall be an employee of the FSMC, with the FSMC being solely responsible for all compensation and benefits for the employee. The secretary shall be required to be on the SFA'a property in accordance with a schedule to be determined at the sole discretion of SFA.
- 6. The FSMC must provide catering services to the SFA for faculty, Board, and administrative meetings providing meeting snacks and beverages. Shall also provide lunch and dinners as required. Billable to WCSD. Profit sharing with WCSD. All of these services shall be provided in accordance with the terms contained in this RFP.
- 7. The FSMC must operate vending service to the Central Office building including coffee, tea, pop, and snack items. Profit not to exceed 10% of cost. All of these services shall be provided in accordance with the terms contained in this RFP.
- 8. The FSMC must provide lunch service to the Jefferson DeFrees Pre-K program. All of these services shall be provided in accordance with the terms contained in this RFP. (estimated at 20 meals per day x 177 days = 3,540 meals, financial data is included under "Adult" on the NSLP POC spreadsheet).

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- 9. The FSMC must provide lunch service to the Beacon Light program. All of these services shall be provided in accordance with the terms contained in this RFP.(estimated at 10 meals per day x 177 days = 1,770 meals., financial data is included under "Adult"on the NSLP POC spreadsheet).
- 10. The FSMC must provide breakfast, lunch, and snack service to the Headstart program. All of these services shall be provided in accordance with the terms contained in this RFP.(estimated at 191 meals per day for 135 days = 25,785 meals, financial data is included under "Adult" on the NSLP POC spreadsheet).
- 11. The SFA has received a Mandate Waiver from PDE that waives the bidding requirements and permits the SFA to purchase food service equipment directly from the FSMC. In accordance with this Mandate Waiver and as a part of this proposal the successful bidder must provide, and submit a proposal to provide, \$48,000 per contract year to replace kitchen equipment throughout the District. A monthly charge will be added to the FSMC invoice to repay this contract amount. The interest charge will be part of the award criteria. The \$48,000 plus interest will be billed such that each year's equipment fund, plus interest, is paid in full on June 30 of each contract year. In the event that interest rates are deemed unacceptable the District may opt to rebid the contract in its entirity or exclude this provision or disqualify vendors, whichever option best meets the needs of the District.

Title to equipment shall vest in SFA when the equipment is placed in service. Upon expiration or termination of the Agreement by either party for any reason whatsoever prior to the complete amortization, SFA shall reimburse FSMC for any amount by which the total amount actually expended by FSMC for the equipment exceeds the total amount of the amortization paid by the SFA as of the date of expiration or termination. In the event the total amount actually expended by FSMC for the equipment is less than the total amount of the amortization paid by the SFA as of the date of expiration or termination of the Agreement, FSMC shall refund the difference to the SFA.

- 12. After the SFA has awarded the contract to the successful bidder, no addendums of any kind may be executed that modify or in any way altar the terms of either the RFF or the successful bid proposal unless the SFA, at its sole discretion, agrees to enter into such an addendum and such addendum is in the form of a writing signed by both parties.
- 13. The FSMC shall submit a proposal for profit sharing between the FSMC and the SFA for special functions only. Said proposal shall comply with the terms of this RFP and specifically shall comply with the price and profit restrictions contained in Section 1(J) of this RFP. Any profits allocated to the District will go into the Schools' Cafeteria Equipment Replacement Fund.
- 14. FSMC shall agree to indemnify and hold the SFA its Board of Directors, officers, administrators and employees harmless from any liability (including reasonable attorney's fees and costs) imposed against the SFA by reason of the negligent, reckless or willful acts or omissions FSMC or its employees in performing its services and duties.

In connection with the performance of the work and services contemplated by this Agreement, FSMC agrees to comply with all laws, rules, and regulations, whether federal, state, county or municipal, which are now or in the future may be applicable to its business and employees. FSMC shall defend, protect and indemnify and save the SFA, its Directors, officers, administrators and employees harmless against any and all claims, demands, investigations and causes of action of every kind or character (including attorney's fees and costs) filed or made concerning, alleging, growing out of or arising from any violation by FSMC of the above-referenced laws, regulations or rules.

15. In the event of a conflict between the terms of the RFP and the terms of the successful bid proposal, the parties agree that the terms of the RFP shall control.

16.In accordance with 1B of Standard Terms and Conditions, the FSMC is required to meet the Nutrition Standards for competitive foods in Pennsylvania schools, as attached hereto and incorporated in this RFP.

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#### **Standard Terms and Conditions**

#### 1. Scope and Purpose

A. The FSMC shall	operate in	conformance	with the	SFA's	Policy/A	Agreement with	PDF	PDF-3528
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B.	The FSMC, such as an independent contractor, shall have the exclusive right to operate the National School Lunch Program (NSLP), which includes all of the following checked programs:
	<ul> <li>National School Lunch Program (NSLP)</li> <li>Provision 1, 2 or 3</li> <li>Child and Adult Care Food Program (CACFP</li> <li>Seamless Summer Option (SSO)</li> <li>A la Carte</li> <li>School Breakfast Program (SBP)</li> <li>Summer Food Service Program (SFSP)</li> <li>Afterschool Snack Program (ASP)</li> <li>Special Milk Program (SMP)</li> <li>Vending</li> </ul>
	Proposals must include all of the SFA's programs. Please note that the SFA cannot add additional programs after execution of the contract or subsequent renewals that results from this RFP unless appropriate procurement procedures are followed.

- C. The FSMC shall be an independent contractor and not an employee of the SFA. The employees of the FSMC are not employees of the SFA.
- D. The food service provided shall be operated and maintained as a benefit to the SFA's students, faculty, and staff and not as a source of profit to the FSMC.
- E. All income accruing as a result of payments by children and adults, federal and state reimbursements, and all other income from sources such as donations, special functions, grants, loans, etc., shall be deposited in the SFA's food service account. Any profit or guaranteed return shall remain in the SFA's food service account. The guaranteed return can be no less frequent than yearly.
- F. The SFA and the FSMC agree that this contract is neither a "cost-plus-a-percentage-of-income" nor a "cost-plus-a-percentage-of-cost" contract as required under 7 CFR § 210.16(c) and 7 CFR § 3016.36(f) and 3019.44(c).
- G. The SFA shall be legally responsible for the conduct of the food service program, and shall supervise the food service operations in such manner as will ensure compliance with the rules and regulations of PDE and the United States Department of Agriculture (USDA) regarding each of the CN Programs covered by this contract.
- H. The SFA shall retain control of the CN Program's food service account and overall financial responsibility for the CN Programs.
- I. The SFA shall establish all selling prices, including price adjustments, for all reimbursable and non-reimbursable meals/milk and a la carte (including vending, adult meals, contract meals, and catering) prices. (Exception: Non-pricing programs need not establish a selling price for reimbursable meals/milk.)
- J. The FSMC shall provide additional food service, such as banquets, parties, refreshments for meetings, etc., as requested by the SFA. The SFA or requesting organizations will be billed for the actual cost of food, supplies and labor, and the FSMC's overhead and administrative expenses if applicable to providing such service. The total price will not exceed the actual cost plus 10%. (The percent profit should not exceed 10%). USDA commodities shall not be used for these special functions unless the SFA's students will be primary beneficiaries. (Reference All State Directors' Memo 99-SNP-14.)

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- K. The SFA reserves the right, at its sole discretion, to sell or dispense any food or beverage before or after the SFA's regularly scheduled lunch or breakfast periods, provided such is not prohibited by local wellness policies, state (school nutrition incentive), or federal program regulations.
- L. The FSMC shall cooperate with the SFA in promoting nutrition education and coordinating the SFA's food service with classroom instruction. The FSMC shall comply with the Wellness Policy including the nutrition guidelines as required.
- M. The FSMC shall comply with the rules, regulations, policies, and instructions of PDE and USDA, and any additions or amendments thereto, including but not limited to, Title 7 CFR parts 210, 215, 220, 245, 250, 3016, 3017, 3018, and 3019; and Title 7 CFR § 225 (SFSP), if applicable, and 7 CFR Part 226 (CACFP), as applicable.
- N. The FSMC shall make substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet, and those non-disabled students who are unable to consume regular lunch because of medical or other special dietary needs. Substitutions shall be made on a case-by-case basis when supported by a Medical Statement with the required information. There will be no additional charge to the student for such substitutions.
- O. Payment Terms/Method: The FSMC shall invoice the SFA at the end of each month for amounts due based on on-site records. The SFA shall make payments within 30 business days of the invoiced date. Detailed cost documentation must be submitted monthly to support what the SFA is charged for each cost, charge, or expense. Costs, charges, and expenses must be mutually agreeable to the SFA and the FSMC and be allowed by the State Agency (SA). Upon termination of the Agreement, all outstanding amounts shall immediately become due and payable.
- P. The SFA is responsible for all contractual agreements entered into in connection with the CN Programs.

## 2. Signature Authority

- A. The SFA shall retain signature authority for the policy/agreement, PDE-3528, to participate in the CN Programs, including but not limited to the CN Financial Report, the Verification Report, and the on-line submission of the sponsor application/site information and other reports, and letters to PDE to amend the application.
- B. The SFA shall retain signature authority for the Monthly Claim for Reimbursement in the CN Program Electronic Application and Reimbursement System (CNPEARS).
- C. The SFA is responsible for reviewing the data and signing the Edit Check Worksheet(s) prior to the submission of the monthly Claim for Reimbursement.

## 3. Free and Reduced Price Meals Policy

- A. The SFA shall be responsible for the establishment and maintenance of the free and reduced price meals' eligibility roster.
- B. The FSMC shall implement an accurate point of service meal/milk count using the meal counting system submitted by the SFA in their application to participate in the CN Programs and approved by DFN, as required under Title 7 CFR § 210.8. Such meal/milk counting system must eliminate the potential for the over identification of free and reduced price eligible students under Title 7 CFR § 245.8.
- C. The SFA shall be responsible for the completion, distribution, and collection of the parent letter and household application for free and reduced price meals and/or free milk.

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- D. The SFA shall be responsible for obtaining the Direct Certification List from COMPASS each year for use to determine eligibility for free meals without obtaining a household application for free and reduced price meals and/or free milk from parent/guardian.
- E. The SFA shall be responsible for the determination of eligibility for free and reduced price meals and free milk and will not disclose confidential information to the FSMC, as required under Title 7 CFR § 210.16(a). The SFA will provide the FSMC with a list of children and their category of eligibility. This list must be updated when changes occur in a student's eligibility status.
- F. The SFA shall be responsible for conducting any hearings related to determinations regarding eligibility for free and reduced price meals and free milk.
- G. The SFA shall be responsible for verifying household applications for free and reduced price meals and follow-up activities as required by federal regulations. The Business Administrator is responsible for completing the verification process.

## 4. <u>USDA Donated Foods</u>

- A. The SFA shall retain title to all USDA donated foods.
- B. The FSMC is prohibited from entering into any processing contracts utilizing USDA donated foods on behalf of the SFA. All refunds received from processors must be retained by the nonprofit school food service account.
- C. The FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to, USDA donated foods.
- D. The FSMC shall select, accept and use USDA donated foods in as large quantities as may be efficiently utilized in the SFA's nonprofit food service, subject to approval of the SFA. The SFA shall consult with the FSMC in the selection of commodities; however, the final determination as to the acceptance of commodities must be made by the SFA.
- E. The FSMC will use all donated ground beef and ground pork products, and all processed end products, in the SFA's food service. The FSMC will use all other donated foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the SFA's food service.
- F. The FSMC must assure that the procurement of processed end products on behalf of the SFA, as applicable, will ensure compliance with the requirements in subpart C of 7 CFR Part 250, and with the provisions of distributing or recipient agency processing agreements, and will ensure crediting of the SFA for the value of donated foods contained in such end products at the processing agreement value.
- G. The FSMC shall have records available to substantiate that the full value of all USDA donated foods is used solely for the benefit of the SFA.
- H. The values are to be based on the values at the point the SFA receives the commodities from the State distributing agency and based on the USDA Commodity Value Listing pertinent to the time period. This information is available from the Pennsylvania Department of Agriculture, Bureau of Food Distribution (PDA).

I.	The FSMC shall perform the following activities in accordance with §250.50(d):	(check all that apply)
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Preparing and serving meals using donated foods

Ordering or selection of donated foods (in coordination with the SFA)

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Storage and inventory management of donated foods

Payment of processing fees or submittal of refund requests to a processor on behalf of the SFA, or remittance of refunds for the value of donated foods in processed end products to the SFA

#### 5. Crediting For and Use of Donated Foods

- A. The FSMC must credit the SFA for the value of all donated foods received for use in the SFA's meal service in the school year (including both entitlement and bonus foods).
- B. The FSMC must credit the SFA for the value of donated foods contained in processed end products if the FSMC is required to:
  - a. procure processed end products on behalf of the SFA, or
  - b. act as an intermediary in passing donated food value in processed end products on to the SFA.
- C. The SFA must determine the method by which crediting will occur and the means of documentation to be utilized to verify that the value of all donated foods has been credited. All crediting must be done on no less than a monthly basis.
- D. The FSMC must use the November USDA Commodity Value Listing for determining the donated food values to be used in crediting, in accordance with §250.51(c), or the actual donated food values. All forms of crediting must provide clear documentation of the value received from the donated foods.

## 6. Inventory, Storage and Record Retention of USDA Donated Foods

- A. When this contract or subsequent renewals terminates, the FSMC must return all unused donated ground beef, donated ground pork, processed end products, and all other unused donated foods.
- B. The FSMC will comply with the storage and inventory requirements for donated foods.
- C. The SFA, the Comptroller General, PDA, PDE, USDA, or their duly authorized representatives, may perform on-site reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods.
- D. The FSMC will maintain records to document its compliance with requirements relating to donated foods, in accordance with § 250.45(b)
- E. The SFA must maintain the following records relating to the use of donated foods:
  - a. The donated foods and processed end products received and provided to the FSMC for use in the SFA's food service.
  - b. Documentation that the FSMC has credited the SFA for the value of all donated foods received for use in the SFA's food service in the school year, including, in accordance with the requirements in § 250.51(a), the value of donated foods contained in processed end products.
  - c. The actual donated food values used in crediting.
- F. The FSMC must maintain the following records relating to the use of donated foods:
  - a. The donated foods and processed end products received from, or on behalf of, the SFA, for use in the SFA's food service.
  - b. The FSMC must show documentation that it has credited the SFA for the value of all donated foods received for use in the SFA's food service in the school year, including, in accordance with the requirements in § 250.51(a), the value of donated foods contained in processed end products.

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- c. The FSMC must maintain documentation of its procurement of processed end products on behalf of the SFA, as applicable.
- G. The SFA must ensure that the FSMC is in compliance with the requirements of this part through its monitoring of the food service operation, as required in 7 CFR Parts 210, 225, or 226, as applicable. The Business Administrator is responsible for this monitoring process.
- H. The SFA must conduct a reconciliation at least annually (and upon termination of the contract) to ensure that the FSMC has credited it for the value of all donated foods received for use in the SFA's food service in the school year.

## 7. Health Certifications

- A. The SFA shall maintain all applicable health certifications on it facilities and shall ensure that all state and local regulations are being met by the FSMC preparing or serving meals at any SFA facility.
- B. The FSMC shall maintain state and/or local health certifications for any facility outside the SFA in which it proposes to prepare meals and shall maintain this health certification for the durations of the contract as required under Title 7 CFR § 210.16(c).
- C. The FSMC shall adhere to the Food Safety Plan implemented by the SFA for all preparation and service of school meals, using a Hazard Analysis and Critical Control Point (HACCP) system as required under Public Law 108-265.
- D. The FSMC agrees to allow at least two health inspections to be conducted by the Health Department at every site involved in school meal preparation and/or service as required by Public Law 108-265.
- E. The SFA shall immediately correct any problems found as a result of a health inspection.

## 8. Meals

- A. The FSMC shall serve meals on such days and at such times as requested by the SFA.
- B. The SFA shall retain control of the quality, extent, and general nature of the food service.
- C. The FSMC shall offer free, reduced price and paid reimbursable meals to all eligible children participating in the CN Programs.
- D. In order for the FSMC to offer a la carte food service, the FSMC must offer free, reduced price and paid reimbursable meals to all eligible children.
- E. The FSMC shall provide meals in the CN Programs that meet the Traditional Food-Based menu planning option.
- F. The FSMC shall provide the specified types of service in the schools/sites listed in Section 1, letter B.
- G. The FSMC shall promote maximum participation in the CN Programs.
- H. The FSMC shall sell on the premises only those foods and beverages authorized by the SFA and only at the times and places designated by the SFA.
- I. No payment will be made to the FSMC for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the SFA for each food component in the meal pattern, or do not otherwise meet the requirements of the contract.

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## 9. Books and Records and Reports

- A. The FSMC shall maintain such records (supported by invoices, receipts or other evidence) as the SFA will need to meet monthly reporting responsibilities, and shall submit monthly operating statements in a format approved by the SFA no later than the tenth (10<sup>th</sup>) calendar day succeeding the month in which services were rendered. Participation records shall be submitted no later than the fifth (5<sup>th</sup>) working day succeeding the month in which services were rendered. The SFA shall perform edit checks on the participation records provided by the FSMC prior to the preparation and submission on-line of the claim for reimbursement.
- B. The FSMC shall maintain records at the SFA to support all allowable expenses appearing on the monthly operating statement. These records shall be kept in an orderly fashion according to expense categories.
- C. The FSMC shall provide the SFA with a year-end statement.
- D. The SFA shall conduct an internal audit of food, labor and other large expense items quarterly, as well as performing random audits on smaller expense categories.
- E. The SFA and the FSMC must provide all documents as necessary for the independent auditor to conduct the SFA's single audit.
- F. Books and records of the FSMC pertaining to the CN Program operations shall be made available, upon demand, in an easily accessible manner for a period of three (3) years from the end of the contract term (including extensions) to which they pertain, for audit, examination, excerpts and transcriptions by the SFA and/or any state or federal representatives and auditors.
- G. If audit findings regarding the FSMC's records have not been resolved within the three-year period, the records must be retained beyond the three-year period for as long as required for the resolution of issues raised by the audit. (Reference 7 CFR § 210.9[b][17], 7 CFR § 3016.36[i][10] and 7 CFR § 3019.49[d].)
- H. The FSMC shall not remove federally required records from the SFA premises upon contract termination.
- I. The SFA is responsible for ensuring resolution of program review and audit findings.

#### 10. Employees

- A. The SFA reserves the right to interview and approve the on-site food service manager/director.
- B. The SFA must designate if the current SFA employees, including site and area managers as well as any other staff, will be retained by the SFA or be subject to employment by the FSMC. Employees will be retained by Both SFA and FSMC.
- C. The FSMC shall provide the SFA with a schedule of employees, positions, assigned locations, salaries, and hours to be worked as part of the proposal. Specific locations and assignments will be provided to the SFA two full calendar weeks prior to the commencement of operation.
- D. The FSMC must provide time sheets indicating the pro-ration of shared employees. These time sheets must be submitted monthly with each invoice that is submitted for payment. The time sheets need to clearly indicate all locations that a pro-rated employee works and the percent of time that this employee worked in each location.
- E. The FSMC shall comply with all wage and hours of employment requirements of federal and state laws. The FSMC shall be responsible for supervising and training personnel, including SFA employed staff.

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Supervision activities include employee and labor relations, personnel development, and hiring and termination of FSMC management staff except for the site manager. The FSMC shall also be responsible for the hiring and termination of non-management staff who are employees of the FSMC.

- F. The FSMC shall maintain its own personnel and fringe benefits policies for its employees. A copy of these policies must be submitted with all proposal documents. These policies are subject to review by the SFA.
- G. Staffing patterns, except for the site manager, shall be mutually agreed upon.
- H. The FSMC shall not hire employees in excess of the number required for efficient operation.
- I. The SFA shall provide sanitary toilet and hand washing facilities for the employees of the FSMC.
- J. The SFA may request in writing the removal of any employee of the FSMC who violates health requirements or conducts himself/herself in a manner that is detrimental to the well-being of the students.
- K. In the event of the removal or suspension of any such employee, the FSMC shall immediately restructure the food service staff without disruption of service.
- L. All SFA and/or FSMC personnel assigned to the food service operation in each school shall be instructed in the use of all emergency valves, switches, fire and safety devices in the kitchen and cafeteria areas.
- M. The use of student workers or students enrolled in vocational classes in the food service shall be mutually agreed upon.
- N. The FSMC shall provide proof that each prospective employee working with children has had a Pennsylvania State Criminal History Background Check and Federal Criminal History Record that is not more than one (1) year old. (Section 111 of the Public School Code. See Act 48 of 2003 Section 111 for specific convictions that this applies to.)

#### 11. Monitoring

- A. The SFA shall monitor the food service operation of the FSMC through periodic on-site visits to ensure that the food service is in conformance with USDA program regulations per 7 CFR §210.16. Further, if there is more than one site, there is an additional requirement that the SFA conduct an on-site review of the counting and claiming system no later than February 1, of each year as required by 7 CFR §210.8. The Business Administrator is responsible for performing all on-site reviews.
- B. The records necessary for the SFA to complete the required monitoring activities must be maintained by the FSMC under this contract, and must be made available to the Auditor General, USDA, PDE, PDA, and the SFA upon request for the purpose of auditing, examination, and review.

## 12. Use of Advisory Group/Menus

- A. The SFA is responsible for the formation and establishment of an advisory board composed of students, teachers, and parents to assist in menu planning and periodic meetings. The FSMC shall participate in these periodic meetings as deemed appropriate by the SFA.
- B. The FSMC must comply with the 21-day menu developed by the SFA for the programs checked in section I, letter B of this contract, and is included in the RFP (the exception to this would be the SFSP which only requires an 11-day menu). Any changes made by the FSMC after the first 21-day cycle may be made with the approval of the SFA. The SFA shall approve menus no later than two weeks prior to service.

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## 13. Use of Facilities, Inventory, Equipment & Storage

- A. The SFA will make available, without any cost or charge to the FSMC, area(s) of the premises agreeable to both parties in which the FSMC shall render its services.
- B. The SFA reserves the right, at its sole discretion, to sell or dispense food or beverages, provided such use does not interfere with the operation of the CN Programs.
- C. The FSMC and the SFA shall inventory the equipment and commodities owned by the SFA at the beginning of the school year, including but not limited to, silverware, trays, chinaware, glassware, and/or kitchen utensils.
- D. The FSMC shall maintain the inventory silverware, trays, chinaware, glassware, kitchen utensils, and other operating items necessary for the food service operation at the inventory level as specified by the SFA.
- E. The SFA will replace expendable equipment and replace, repair and maintain non-expendable equipment except when damages result from the use of less than reasonable care by the employees of the FSMC.
- F. The FSMC shall maintain adequate storage procedures, inventory, and control of USDA donated foods in conformance with the SFA's agreement with PDA.
- G. The FSMC shall provide the SFA with one set of keys for all food service areas secured with locks.
- H. The SFA shall provide the FSMC with local telephone service.
- I. The SFA shall furnish and install any equipment and/or make any structural changes needed to comply with federal, state, or local laws, ordinances, rules and regulations.
- J. The SFA shall be responsible for any losses, including USDA donated foods, which may arise due to equipment malfunction or loss or electrical power not within the control of the FSMC.
- K. All food preparation and serving equipment owned by the SFA shall remain on the premises of the SFA.
- L. The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA premises.
- M. The FSMC shall notify the SFA of any equipment belonging to the FSMC on SFA premises within 10 days of its placement on SFA premises.
- N. The SFA shall have access, with or without notice, to all of the SFA's facilities used by the FSMC for purposes of inspection and audit.
- O. The FSMC shall not use the SFA's facilities to produce food, meals, or services for other organizations without the approval of the SFA. If such usage is mutually acceptable, there shall be a signed agreement, which stipulates the fees to be paid by the FSMC to the SFA for such facility usage.
- P. The SFA, on the termination or expiration of the contract, shall conduct a physical inventory of all equipment and commodities owned by the SFA.
- Q. The FSMC shall surrender to the SFA upon termination of the contract, all equipment, and furnishings in good repair and condition.

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#### 14. Purchases

A.	If the FSMC is procuring goods or services which are being charged to the SFA under the contract, the FSMC is acting as an agent for the SFA and must follow the same procurement rules under which the SFA must operate and that the FSMC may not serve as a vendor. Check one of the below options:
	The SFA will do all purchasing for the non-profit school food service.
	For a cost-reimbursable contract: The FSMC bills the SFA for foods when purchased. At the option of the SFA, the FSMC will purchase back unused supplies from the SFA at the termination of the contract in order to prevent overbuying (if the FSMC bills the SFA for supplies as purchased, rather than as used).
	For a cost-reimbursable contract: The FSMC bills the SFA for food when used. The SFA will buy the ending inventory from the FSMC if the FSMC bills for foods when used.
$\boxtimes$	For a fixed-price contract: The FSMC will buy the beginning inventory exclusive of commodities, from the SFA (not applicable in a cost reimbursable contract since the FSMC should only be charging for new purchases).
В.	This contract shall not prevent the SFA from participating in food co-ops or purchasing food from vendors with whom the FSMC normally does not do business

#### C. For cost reimbursable contracts:

- a. Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor; to the extent, those credits are allocable to the allowable portion of the costs billed to the SFA.
- b. The contractor must separately identify for each cost submitted for payment to the SFA the amount of each cost that is allowable and unallowable.
- c. The contractor must individually identify the amount of each discount, rebate and other applicable credits on all bills and invoices presented to the SFA. In the case of other applicable credits, the nature of the credit must be identified. (An example of the invoice/bill must be included with the proposal.)
- d. The contractor must identify, on the final invoice of the school year, the method by which it will report discounts, rebates and other applicable credits allocable to the contract that cannot be reported prior to the conclusion of the contract.
- e. The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request for the SFA, DFN, or USDA.
- f. No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include requirements of this section, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.
- D. P.L. 110-246, Section 4302 of the Richard B. Russell National School Lunch Act (NSLA), allows SFAs to purchase unprocessed locally grown and locally raised agricultural products. NSLA allows SFAs to apply a geographic preference when procuring unprocessed locally grown and locally raised agricultural products.

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E. The payment of late fees with school food service account funds is prohibited (SD Memo #63-01 (12/4/01)).

#### 15. Invoices

- A. The FSMC must submit a monthly reconciliation to the SFA comparing the invoice and revenue against the projected revenue and expenses.
- B. DFN will randomly request SFAs to submit copies of invoices for compliance with the above items.

#### 16. Buy American

- A. The FSMC shall purchase, to the maximum extent practicable, domestic commodities or products which are either an agricultural commodity produced in the United States (U.S.) or a food product processed in the U.S. substantially using agricultural commodities produced in the U.S.
- B. The FSMC shall certify the percentage of U.S. content in the products supplied to the SFA.
- C. The SFA reserves the right to review vendor purchase records to ensure compliance with the Buy American provision.

#### 17. Sanitation

- A. The FSMC shall place garbage and trash in the containers in the designated areas as specified by the SFA.
- B. The SFA shall remove all garbage and trash from the designated areas.
- C. The FSMC shall clean the kitchen and dining room areas as indicated in the Cost Responsibility Worksheet.
- D. The FSMC shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance with the standards acceptable to the SFA and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including laws related to recycling.
- E. The SFA shall clean the ducts and hoods above the filter line.
- F. The SFA shall provide extermination services as needed.
- G. The FSMC shall comply with all local and state sanitation requirements in the preparation of food.

#### 18. Licenses, Fees and Taxes

- A. The FSMC shall be responsible for paying all applicable taxes and fees, including but not limited to, excise tax, state and local income tax, payroll and withholding taxes for FSMC employees; the FSMC shall hold the SFA harmless for all claims arising from payment of such taxes and fees.
- B. The FSMC shall obtain and post all licenses and permits as required by federal, state, and/or local law.
- C. The FSMC shall comply with all SFA building rules and regulations.

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#### 19. Non-Discrimination

Both the SFA and the FSMC agree that no child who participates in any of the CN Programs will be discriminated against on the basis of race, color, national origin, age, sex, or disability.

## 20. Emergency Closing

- A. The SFA shall notify the FSMC of any interruption in utility service of which it has knowledge.
- B. The SFA shall notify the FSMC of any delay in the beginning of the school day or the closing of school(s) due to snow or other emergency situations.

## 21. Term and Termination

- A. This contract shall become effective on July 1, 2009, and terminates on June 30, 2010.
- B. The SFA or the FSMC may terminate the contract for cause by giving 60 days written notice.
- C. At any time, because of circumstances beyond the control of the FSMC, the FSMC or the SFA may terminate the contract by giving 10 days written notice to the other party.
- D. Neither the FSMC nor the SFA shall be responsible for any losses resulting should the fulfillment of the terms of the contract be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any acts not within the control of the FSMC or the SFA, respectively, and which by the exercise of due diligence they were unable to prevent.

#### 22. Nonperformance by the FSMC

- A. In the event of the FSMC's nonperformance under this contract and/or the violation or breach of the contract terms, the SFA shall have the right to pursue all administrative, contractual, and legal remedies against the FSMC and shall have the right to seek all sanctions and penalties as may be appropriate.
- B. The FSMC shall pay the SFA the full amount of any meal over-claims which are attributable to the FSMC's negligence, including those over-claims based on review or audit findings that occurred during the effective dates of the original and renewal contracts.

#### 23. Certifications

- A. The FSMC shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
- B. The FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (Act), 40 U.S.C. §327-330, as supplemented by the Department of Labor regulations, 29 CFR, Part 5. Under Section 103 of the Act, the FSMC shall be required to compute the wages of every laborer on the basis of a standard workday of eight hours and a standard workweek of 40 hours. Work in excess of the standard workday or standard workweek is permissible, provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or forty hours in any work week.
- C. The FSMC shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations, 41 CFR, Part 60.

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- D. The FSMC shall comply with the following civil rights laws, as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a and 15b; the Americans with Disabilities Act; the FNS Instruction 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs.
- E. The FSMC shall comply with the Buy American provision for contracts that involve the purchase of food, Title 7 CFR, Part 210.21 (d).
- F. The FSMC shall sign the Certification of Independent Price Determination, Appendix G, which was attached as an addendum to the FSMC's proposal and which is incorporated herein by reference and made part of this contract.
- G. The FSMC shall sign the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Attachment H, which was attached as an addendum to the FSMC's proposal and which is incorporated and made a part of this contract. (Reference 7 CFR §3017.) This certification assures the SFA that the FSMC has not been debarred from entering into contracts with the Federal Government or any other entity receiving Federal funds, or suspended from entering contracts during a time when the vendor is being investigated for a legal action is being taken to debar the vendor from contracting activities.
- H. The FSMC shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Air Act (33 U.S.C. 1368), Attachment I, which was attached as an addendum to the FSMC's proposal and which is incorporated and made a part of this contract
- I. The FSMC shall sign the Lobbying Certification, Attachment J, which was attached as an addendum to the FSMC's proposal and which is incorporated and made a part of this contract. If applicable, the FSMC has also completed and submitted Standard Form-LLL, Disclosure Form to Report Lobbying, Attachment.

#### 24. Miscellaneous

- A. This contract shall be construed under the laws of the Commonwealth of Pennsylvania. Any action or proceeding arising out of this contract shall be heard in the appropriate courts of the Commonwealth of Pennsylvania.
- B. The FSMC shall comply with the provisions of the bid specifications, which are hereby in all respects made a part of this contract.
- C. No provision of this contract shall be assigned or subcontracted without prior written consent of the SFA.
- D. No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.
- E. This contract and any riders, addenda or appendices thereto constitute the entire contract between the SFA and the FSMC.
- F. Any silence, absence, or omission from the contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.
- G. Payments on any claim shall not preclude the SFA from making a claim for adjustment on any item found not to have been in accordance with the provisions of this contract and bid specifications.

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- H. The SFA shall be responsible for ensuring the resolution of program review and audit findings.
- I. This contract must be reviewed and approved by DFN prior to execution.

#### 25. Insurance

- A. The FSMC is required to be insured adequately to support the terms of the contract. The FSMC shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of Pennsylvania. A Certificate of Insurance of the FSMC's insurance coverage indicating these amounts must be submitted at the time of award.
- B. The FSMC shall have in effect during all times under this agreement, comprehensive general liability insurance, including products and completed operations liability, contractual liability, and independent contractor's liability coverage and personal injury. Minimum coverage shall be \$1,000,000 per incident/per person.
  - a. General Liability- Bodily Injury \$2,000,000 each occurance; property damage \$2,000,000 aggragate; excess liability (umbrella) bodily injury and property damage \$3,000,000.
  - b. Workman's Compensation- Statutory Coverage
  - c. Vehicle Insurance- Minimum coverage shall be \$2,000,000 per incident/per person.
- C. The SFA shall be named as additional insured on the General Liability and Automobile insurance policy. The FSMC must provide a waiver of subrogation in favor of the SFA for General Liability, Automobile, and Worker's Compensation.
- D. In addition, the FSMC shall provide fire and theft insurance at its own expense to cover any risk created by fire and/or theft to its property located on the premises of the SFA. The FSMC further agrees to provide all necessary fire and/or theft insurance to cover clothes, garments and other articles owned by their employees.
- E. The contract of insurance shall provide for notice to the SFA of cancellation of insurance policies 30 days before such cancellation is to take effect.

# 26. <u>SFSP and/or SSO</u> (See letter B under 1 (Scope and Purpose) of the Standard Terms and Conditions for verification of participation)

- A. The FSMC shall offer free meals to all eligible children participating in the SFSP and/or the SSO. A flat price per meal cost must be submitted as part of this RFP for the SFSP. The FSMC will operate the SFSP and/or the SSO including the preparation, record keeping, and delivery of meals. The SFA shall be responsible for determining eligibility for all SFSP and/or the SSO sites. The SFA as a SFSP and/or the SSO sponsor is responsible for conducting and documenting the required site visits of all sites for preapproval and during operation of the program.
- B. The SFSP and/or SSO will operate from (not applicable) to (not applicable).

#### 27. Renewal Assumptions

A. Assumptions: Financial terms of the Agreement are based upon existing conditions and the following assumptions. If there is a material change in conditions, including, without limitations, changes to the following assumptions, this contract (1) may be terminated at the end of the current term or (2) continue under the same terms as written, whichever is mutually agreed upon.

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- a. The SFA's policies, practices, and service requirements shall remain materially consistent throughout the contract term and any subsequent contract renewals.
- b. Legislation, regulations, and reimbursement rates that create changes in the school lunch program shall remain materially consistent throughout the year.
- c. Usable commodities of adequate quality and variety required for the menu cycle, valued at an amount as set forth by USDA per pattern meal for the contract year will continue to be available.
- d. The government reimbursement rates in effect shall remain materially consistent throughout the year.
- e. Meal components and quantities required by any of the programs selected in letter B, under 1 (Scope and Purpose) of the Standard Terms and Conditions remain consistent with prior years.
- f. Service hours, service requirements, and type or number of facilities selling food and/or beverages on SFA's premise shall remain materially consistent throughout the contract term and any subsequent contract renewal years.
- g. The state or federal minimum wage rate and taxes in effect shall remain materially consistent throughout the year.
- h. The projected number of full feeding days are: 179.
- i. SFA revenue credited to the food service program shall include all state and federal amounts received specifically for CN operations.
  - The term **material change** shall mean that a change does not (1) materially increase FSMC's cost of providing management service or (2) materially decrease the net revenue derived from the food service operation.
- B. Contract Cost Increase: The SFA may negotiate at the end of each one year contract period for a cost increase not to exceed the annual percentage increase of the Consumer Price Index (CPI) for All Urban Consumers for the preceding year, provided it has been satisfactorily established by the FSMC that there has been at least an equivalent increase in the amount of its cost of operation during the period of the contract.
- C. All contract renewals shall be for a period of one year beginning July 1 and ending June 30, with mutual agreement between the SFA and the FSMC. Renewal contracts cannot be effective prior to the final approval date by DFN and signed by both parties. Failure to have renewal contracts fully executed prior to July 1, will lapse this contract and require the SFA to re-bid the contract.
- D. Renewal year contracts are contingent upon fulfillment of all contract provisions relating to donated foods.

#### 28. Trade Secrets and Proprietary Information

A. During the term of the Agreement, the FSMC may grant to the SFA a nonexclusive right to access certain proprietary materials of the FSMC, including menus, recipes, signage, food service surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed by the FSMC), and similar compilations regularly used in FSMC business operations (trade secrets). The SFA shall not disclose any of the FSMC's trade secrets or other confidential information, directly or indirectly, during or after the term of the Agreement. The SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of the FSMC. All trade secrets and other confidential information shall remain the exclusive property of the FSMC and shall be returned to the FSMC

Page from Lang

immediately upon termination of the agreement. The SFA shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures, and methods. Without limiting the forgoing and except for software provided by the SFA, the SFA specifically agrees that all software associated with the operation of the food service, including without limitation, menu systems, food production systems, accounting systems, and other software, are owned by or licensed to the FSMC and not the SFA. Furthermore, the SFA's access or use of such software shall not create any right, title interest, or copyright in such software and the SFA shall not retain such software beyond the termination of the Agreement. In the event of any breach of this provision, the FSMC shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. This provision shall survive termination of the Agreement.

B. Any discovery, invention, software, or programs paid for by the LEA shall be the property of the LEA to which the State Agency and USDA shall unrestricted rights.

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## Sample Minimum Food Specifications

## Meat/Seafood

All meats, meat products, poultry, poultry products, and fish must be government inspected.

- Beef, lamb, and veal shall be USDA Grade Choice or better.
- Pork shall be U.S. No. 1 or U.S. No. 2.
- Poultry shall be U.S. Government Grade A.
- Seafood to be top grade, frozen fish must be a nationally distributed brand, packed under continuous inspection of USDA.

## **Dairy Products**

All daily products must be Government Inspected.

- Fresh eggs shall be USDA Grade A or equivalent, 100% candled.
- Frozen eggs must be USDA inspected.
- Milk shall be pasteurized Grade A.

## Fruits and Vegetables

- Fresh fruits and vegetables selected according to written specifications for freshness, quality, and color- U.S. Grade A Fancy.
- Canned fruits and vegetables selected to requirements U.S. Grade A Choice or fancy (fruit to be packed in light syrup or natural juices).
- Frozen fruits and vegetables shall be U.S. Grade A Choice or better.

## **Baked Products**

Bread, rolls, cookies, pies, cakes and pudding either prepared or baked on premises or purchased on
a quality level commensurate with meeting USDA breakfast and lunch requirements as applicable.

## **Staple Groceries**

• Staple groceries to be a quality level commensurate with previously listed standards.

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## Appendix G

## **Independent Price Determination Certificate**

ne person in the offeror's organing offered herein and has not (A)(3) above; or not the person in other offero prices being offered herein, has responsible for such decisie, in any action contrary to (A) she has not participated, and vertice, this Food Service Manare not currently under inversible or found liable inspiracy or collusion with	presentative of the SFA has taken any action that may
the person in the offeror's organing offered herein and has not (A)(3) above; or not the person in other offero prices being offered herein, has responsible for such decisit, in any action contrary to (A) the has not participated, and vertice, this Food Service Manare not currently under inversions or collusion with	anization responsible within the organization for the decision to participated, and will not participate, in any action contrartor's organization responsible within the organization for the but that he or she has been authorized in writing to act as sion in certifying that such persons have not participated and (1) through (A)(3) above, and as their agent does hereby swill not participate, in any action contrary to (A)(1) through the participate, in any action contrary to (A)(1) through the participate of the participate
the person in the offeror's organing offered herein and has not (A)(3) above; or not the person in other offero prices being offered herein, has responsible for such decisit, in any action contrary to (A) the has not participated, and vertice, this Food Service Manare not currently under inversions or collusion with	anization responsible within the organization for the decision to participated, and will not participate, in any action contrart or's organization responsible within the organization for the but that he or she has been authorized in writing to act a sion in certifying that such persons have not participated and (1) through (A)(3) above, and as their agent does hereby swill not participate, in any action contrary to (A)(1) through the participate, in any action contrary to (A)(1) through the participate, in any action contrary and have not in for any act prohibited by State or Federal law in any
the person in the offeror's organing offered herein and has not (A)(3) above; or not the person in other offero prices being offered herein, has responsible for such decisite, in any action contrary to (A) the has not participated, and we	anization responsible within the organization for the decision to participated, and will not participate, in any action contrartor's organization responsible within the organization for the but that he or she has been authorized in writing to act as sion in certifying that such persons have not participated and (1) through (A)(3) above, and as their agent does hereby swill not participate, in any action contrary to (A)(1) through
ne person in the offeror's organing offered herein and has not (A)(3) above; or	anization responsible within the organization for the decision to participated, and will not participate, in any action contrar
his offer on behalf of the Food	d Service Management Company certifies that:
as been made or will be made for the purpose of restricting	e by the offeror to induce any person or firm to submit or no
sed by the offeror and will no	orices which have been quoted in this offer have not been of knowingly be disclosed by the offeror prior to opening to award in the case of a negotiated procurement, directly exitor; and
e purpose of restricting compe	d at independently, without consultation, communication etition, as to any matter relating to such prices with any oth
s offer, the offeror certifies, a lat in connection with this pro-	and in the case of a joint offer, each party thereto certifies ocurement:
anagement Company	Name of School Food Authority
	nat in connection with this pro- nation this offer have been arrived be purpose of restricting comp by competitor; wise required by law, the passed by the offeror and will national pertised procurement or prior of the offeror or to any competition.

NOTE: ACCEPTING A BIDDER'S OFFER DOES NOT CONSTITUTE AWARD OF THE CONTRACT.

Page 26 of 33 June

#### 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, <u>Federal Register</u> (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.

Organization Name	PR/Award Number or Project Name
Names(s) and Title(s) of Authorized Re	epresentative(s) of the FSMC
Signature(s)	

Page 1 of 2 (1/92)

Form AD-1048

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## 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 whom 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.

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Form AD-1048

(1/92)

PA Food Service Management Company RFP and Contract - WCSD Draft 01.16.08 Created on November 17, 2008

Justine A June

## Appendix I

Signature of SFA's Authorized Representative

Created on November 17, 2008

PA Food Service Management Company RFP and Contract - WCSD Draft 01.16.08

## 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 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.

Name of Food Service Management Company	Name of School Food Authority
THE FOOD SERVICE MANAGEMENT COMPANY AGREE A. To comply with all the requirements of Section 114 of the C by Public Law 91-604) and Section 308 of the Federal Water Public Law 92-500), respectively, relating to inspection, n requirements specified in Section 114 and Section 308 of the A guidelines issued thereunder before the award of this contract.	Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended Pollution Control Act (33 U.S.C. 1251, et seq., as amended by nonitoring, entry, reports and information as well as other
B. That no portion of the work required by this prime contra Protection Agency List of Violating Facilities on the date when the name of such facility or facilities from such listing.	act will be performed in a facility listed on the Environmenta this contract was awarded unless and until the EPA eliminates
C. To use his/her best efforts to comply with clean air standards is being performed.	and clean water standards at the facilities in which the contract
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 A. The term "Air Act" means the Clean Air Act, as amended (4)	
B. The term "Water Act" means Federal Water Pollution Con Public Law 92-500).	trol Act, as amended (33 U.S.C. 1251 et seq., as amended by
C. The term "Clean Air Standards" means any enforceable controls, prohibitions, or other requirements which are contained or Executive Order 11738, an applicable implementation plan a 1957c-5(d)), an approved implementation procedure or plan un Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementatio 1857c-7(d)).	I in, issued under, or otherwise adopted pursuant to the Air Act s described in section 110(d) of the Clean Air Act (42 U.S.C. der Section 111(c) or Section 111(d), respectively, of the Air
D. The term "Clean Air Standards" means any enforceable requirement which is promulgated pursuant to the Water Ac Environmental Protection Agency or by a State under an approve U.S.C. 1342) or by local government to ensure compliance wit Water Act (33 U.S.C. 1317).	et or contained in a permit issued to a discharger by the ed program, as authorized by Section 402 of the Water Act (33
E. The term "Compliance" means compliance with clean air or va schedule or plan ordered or approved by a court of competent j Water Pollution Control Agency in accordance with the require pursuant thereto.	urisdiction, the Environmental Protection Agency or an Air or
E. The term "facility" means any building, plant, installation, struoperations, owned, leased or supervised by the Food Service Man	acture, mine, vessel, or other floating craft, location or sites of agement Company.
C' CPONTON A LA L	
Signature of FSMC's Authorized Representative T	itle Date

Title

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#### CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Subgrants, 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 lang documents for all covered subawards exceeding \$100 all subrecipients shall certify and disclose accordingly	uage of this certification be included in the award 0,000 in Federal funds at all appropriate tiers and that y.
	<u> </u>
	<u> </u>
Nama/Adduses of Oversity (FGRICO)	
Name/Address of Organization (FSMC)	
Name/Title of Submitting Official	
Signature	Date

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PA Food Service Management Company RFP and Contract - WCSD Draft 01.16.08 Created on November 17, 2008

## 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:	2. Status of Federal Action:	3. Report Type:	
a. contract		a. initial filing	
b. grant c. cooperative agreement	- 1:14/-00-/	b. material change	
d. loan	a. bid/offer/	For Material Change Only V	
e. loan guarantee	application b. initial award	For Material Change Only: Year Quarter	
f. loan insurance	c. post-award	Date of Last Report	
	o. post award	Date of East Report	
4. Name and Address of Reporting Entity:	5 If December Feether No. 42		
Prime	Prime:	Subawardee, Enter Name and Address of	
	Trime:		
Subawardee	İ		
Tier, if known:			
Congressional District, if known:	Congressional District if known		
	Congressional District, if known:		
6. Federal Department/Agency:	7. Federal Program Name/Description:		
	CFDA Number, if applicable:		
8. Federal Action Number, if known:	9. Award Amount, if known:		
	\$		
10. a. Name and Address of Lobbying Entity:	10. b. Individuals Performing Ser	vices (including address if different from	
(last name, first name, MI)	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):	13. Type of payment (check all that		
	a. retainer		
\$ Actual \$ Planned			
12. Form of Payment (check all that apply):	b. one-time fee		
12. 1 orm of 1 ayment (eneck an that apply).			
a. cash	c. commission		
	d. contingent fee		
b. in-kind; specify:			
Nature	e. deferred		
Nature			
Actual	f. other; specify:		
Actual	sto(s) of Complex in the discount of Complex (s)		
Payment indicated in Item 11:	ne(s) of Service, including officer(s), e	mployee(s), or member(s) contracted for	
v			
(Attach Continuation S	heet(s) SF-LLL-A, if necessary)		
15. Are Continuation Sheet(s) SF-LLL-A Attached:	Yes (Number)	No	
16 Information and All Control of the Control of th			
16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material	Signature:		
representation of fact upon which reliance was placed by the tier	Print Name:		
above when this transaction was made or entered into. This	Time Name:		
disclosure is required pursuant to 31 U.S.C. 1352. This information	Title:		
will be reported to the Congress semi-annually and will be available			
for public inspection. Any person who fails to file the required	Telephone:		
disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			
and not more than Fivo,000 for each such famure.	Date:		

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# DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET SF-LLL-A

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eporting Entity: age of			

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#### 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.

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#### **Bid Protest Procedures**

- 1. Written Letter of Protest that identifies the nature of the alleged infraction sent to the Warren County School District's (WCSD) Business Administrator within five (5) calendar days of the bid date.
- 2. Response, in writing, from the WCSD Business Administrator within three (3) calendar days.
- 3. If the decision of the WCSD Business Administrator is not satisfactory: the written Letter of Protest, and WCSD Business Administrator's written response, may be submitted, within three (3) calendar days of the WCSD Business Administrator's response, to the WCSD Superintendent of Schools for appeal.
- 4. Response, in writing, from the WCSD Superintendent of Schools within five (5) days.
- 5. If the response of the WCSD Superintendent of Schools is not satisfactory: the unsuccessful bidder may file with the Warren County Court of Common Pleas within fourteen (14) calendar days from the decision of the Superintendent of Schools.

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# School District Specification Works ton Average Daily Participation (ADP)

əu	hn	Reimb	Reimbursable Lunches	ches	Selling Price	Price	Reimbura	Reimbursable Breakfasts	dasts	Selling Price	- L	Reimbur	Reimburgable Supplemente	amente	Selfing Deite	1		
ne <b>M</b> erig	Enrollme	blad	897J	Reduced	Student	ипр∀	bleq	8914	paonpay	Student	ипр <b>∀</b>	bisq	9617	peonpeg	Juepnjg	HubA	il other cash sales; ie.,	milk, a la
Russell Elementary School	300	92	25	16.9	\$ 1.70 \$	3.50	19	19	4	1.00	9				Standards (S.		۰ ا	) [
Sugar Grove Elementary School	253	71	4	21	\$ 1.70 \$	3.50	18	23	1	+	1						A 6	20.00
Eisenhower Middle High School	524	194	69	22	1.85 \$		4	30		<del>├</del> ┈─	-							24.00
Allegheny Valley Elementary School	191	48	47	18	\$ 1.70 \$	3.50	12	78			-						A 6	172.00
Sheffield Elementary School	147	46	12	42 9	\$ 1.70 \$	3.50	12	78		+	8						A 6	18.00
Sheffield Area Middle High School	381	116	83	27	1.85 \$	3.50	22	46			1						A U	19.00
Youngsville Elementary Middle School	644	133	169	42 9	\$ 1.70 \$	3.50	18	-to		<del> </del>	1							00.712
Youngsville High School	368	101	9	18	1.85	3.50	20	52		<del> </del>	100						A 6	00.00
South Street Early Learning Center	273	47	64	17.8	\$ 1.70 \$	3.50	=	8			8							1 23.00
Warren Area Elementary School	745	129	38	170 \$	\$ 1.70 \$	3.50	78	90		<del> </del>	1						9 (	00.7
Beaty Warren Middle School	558	75	82	21			9	9		+	1						۰	85.00
Warren Area High School	837	88	82	18			29	37		+	9						A 6	69.00
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<sup>1</sup> Dò not include Special Functions			İ						}	-4	12.00	٥	5	ā	, ,	, ,	1.0	1,003.00



# School District Specification Worksheet on Average Daily Participation (ADP)

#### for the Summer Food Service Program

Site Name	Enrollment	Reimbursal	Reimbursable Lunches	Reimbursable Breakfasts	_	Reimt	Reimbursable Snacks	y
NOT APPLICABLE								
						34. 31.34.3.P		
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TOTALS	0	C	C					
Do not include Special Functions					5	<b>3</b>	0	0

#### Cost Responsibility Detail Sheet

The SFA has deemed the following cost responsibility schedule to be a necessary part of this bid specification. Costs that are not provided for under the standard contract terms and conditions, but are necessary for the effective on-site operation of the food service program and are directly incurred for the SFA's operation, must be assigned by the SFA prior to the bid opening and designated below:

Food	FSMC		SFA		N/A
Food Purchases	X				
Commodity Processing Charges	X				
Processing and Payment Invoices	X				
Labor for Employees	FSMC	y premiser Problems	SFÅ	<b>State</b>	N/A
Fringe Benefits and Insurance	X				
Payroll Taxes	X				
Preparation and Processing Payroll	X				
Retirement	X				
Salaries/Wages	x				
Unemployment Compensation	X				
Workers Compensation	X				

The items listed below with an asterisk (\*) are direct cost items that may or may not apply to each SFA. At local discretion, based upon actual practice and need, the SFA should assign cost responsibility for those items applicable to their operation or designate them as not applicable (N/A).

Other Expenses	FSMC	SFA	N/A
*Paper/Disposable Supplies	X		
Cleaning/Janitorial Supplies	X	X	
*Tickets/Tokens	X		
China/Silverware/Glassware:	FSMC	SFA;	N/A
Initial Inventory		X	
Replacement During Operation		X	
Telephone:	FSMC	SFA	N/A
Local		X	
Long Distance		X	
Uniforms			X
*Linens	X		
Laundry		X	
Trash Removal:	FSMC	SFA	N/A
From Kitchen		X	
From Dining Area		X	
From Premises		X	
Pest Control .		X	
Equipment Replacement:	FSMC	SFA	N/A
Expendable		X	
Non-expendable		X	

Juinne Light November 17, 2008

	The state of the s		
Equipment Repair:	FSMC	SFA	N/A
*Car/Truck Rental (include explanation in RFP)	X	X	
*Vehicle Maintenance	X	X	
*Courier Services (i.e., bank deposits, school deliveries)		X Benedia sandanistra a lan dakanakan	En a medicina representativa de la constanta
*Storage Costs;	x FSMC	SFA	N/A
Food	X		
*Office Supplies	X		
*Printing	X		
*Promotional Materials	X		
*Employee Recruitment:	FSMC	SFA	
Initial	X	X	MARKET NA
Replacement	x	X	
Product and Public Liability:	FSMC	SFA	N/Å
Equipment		X	
Insurance	X	X	
Taxes:	FSMC	SFA	N/A
Sales	eto comen Ariot Longo III. e a e la le lee Militarie.	2.54.1.2.2.2.2.3.4.3.4.3.4.2.1.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2	ranga pada sa tangga ara ili.  X
Other			X
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Labor and Fringe Benefits to be completed by School Food Authority

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If Worker's C.	If Worker's Compensation cost is pharmad to the food services	t is charged to	o the fand	anione.					-	5	Y/N	\$ 26.10	\$ 333.62	\$ 536.17	\$ 46.26	\$ 140.18			_		S	1,250,56 \$	8.259.32
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(This percentage must be based on the State Experience Rate)

Grand Total \$ 249,585,55

If Worker's Compensation cost is charged to the food service, what is the percentage?

Note buy actual rates for SFA; do not use a prorated statewide everage benefit rate.

The pay ages are for school year 2005 to 2009

Labor and Fringe Benefits to be completed by School Food Authority

Company   Comp	egnin'i bna todal las stifened	<b>01</b>	5,234,95	5.066.71	31,440.73	3.050.47	3.050.47	9,244,45	12.584.06	20.938.22	7,082.96	6.074.84	22.437.89	3.050.47	21.356.77	8 091 0B	8,091,08	8,091,08	12	4,058,59			1	,	,					185,019.64		
The control of the co	and the same of th			686.24	15,662,60	422.18	422.18	1,233.37	5,575,30	13,929.46	950.29	818.27	7,244,14	422.18	13,345,69	1.082.32	1.082.32	1.082.32	818.27	554.21				•	•	,		,	-			
Part   Part	1.14 (1.47)		<b>v</b> 7	<i>y</i>	5	\$,	3,	J,	<b>5</b> 9	\$	89	49	•		, s	5	-	.,	25	8	S	S	S	\$	s	·	59	<b>V</b> A	5,			
Comparison of the Comparison																																
Part   Part	1srl1Q	2																														
Action   A	<u>, phale College and </u>																															
Hologous   Hologous	1e/ID																															
Paris   Helper   S   23   2   2   187   2   288   2   2   2   2   2   2   2	dmoD e'asmitoW		87			52	52	- 1	- 1	- 1	- 1			52	- 1	- 1	- 1		- 1	2												
Control   Cont	InsmyolomenU		88	- 1	1	=	- [	- [			- 1				52		- 1			ŀ												
Charles	Social Security			335	207			612.85	- 1		\$ 469.15	\$ 402.13	$\overline{}$		612.85	536.17	536.17	536.17	- t	268.09												
Pair   Pair	fnementeA		208.51	208.51	751.04	125.11	125.11	381.33	333.62	333.62	291.91	250.21	723.22	125.11	381,33	333.62	333.62	333.62	250.21	166.81												
Cook	947		26.10	26.10	52.20	26.10	26.10	26.10	52.20	52.20	26.10	26.10	52.20	26.10	26,10	26.10	26.10	26.10	26.10	26.10		-			1	1			Rate)	Ì		
Cook	Fongevity of Amunity		1			1					T				1			1		T									e State Experie			
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Cook	Alikdeeld .	21.0	5	4	¥ i	¥Z :	W.	¥ :	4	¥ i	W.Y.	4	Y.	W.	W.	A/A	N/A	Y.Y	N/A	Y.									e must be			
Helper   S 937   2.5   187 \$ 4.380.48   Wag   Wag   Wag   Wedge   Worker's Compensation cast is charged to the food sarvice surface stress for School year of S 10.77   4   187 \$ 10.10.30   Worker's Compensation cast is charged to the food sarvice surface Bental	150 34	17.00	7007	7/08//2				F	708.72		1	9			1				$\dagger$					T				l o				
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AHS  Helper S 9.37 2.5 187 5 4380.48  EMS  EMS  EMS  Breakfast S 9.37 2.5 187 5 4380.48  EMS  EMS  EMS  Helper S 9.37 2.5 187 5 268.29  EMS  EMS  Helper S 9.37 1.5 187 5 268.29  EMS  Helper S 9.37 1.5 187 5 268.29  EMS  Helper S 9.37 1.5 187 5 268.29  EMS  Helper S 9.37 1.5 187 5 268.29  EMS  Helper S 9.37 1.5 187 5 268.29  EMS  Helper S 9.37 1.5 187 5 268.29  HS  HS  HElper S 9.37 1.5 187 5 268.29  HS  HS  HElper S 9.37 1.5 187 5 268.29  HS  HS  HELPER S 9.37 1.5 187 5 268.29  HS  HS  HS  HS  HS  HS  HS  HS  HS  H	naly to eqv1	,	Þ	•	•	•	•	•	•	•	•	•	•	•	,	,	•	,	•	,	•	•	,	•	•	•	•	,				
Charles   Char		1	ı	15.778.13	2 628 29			7 008 76	7 008 76	6.132.67	1			R 011 08	7 808 76	1		5 256 57		4		,		,					percentage?	benefit rate.		
MAHS			187 \$	187 \$	187 S	187	187	187 \$	187 \$			187 \$	187 \$				187	187			9 44	1.9	5	S	- 49		, ,	, ,	what is the	e average :		
MAHS		2.5	2.5	6.75	1.5	1.5	4	4	4	3.5	9	6.5	1.5	4	4	-	4	6	, ,			-							d service, v	d statewid: to 20:		
MAHS Helper EMS Helper EMS Helper EMS Helper EMS Helper EMS Helper EMS Helper HS HELper HS HELpe	Houny Rate						l .					l	1	-	İ														ged to the foo	use a prorate 2008		
Worker's Compense   19   19   19   19   19   19   19   1	Position (includ	Helper	Helper	Manager	Breakfast	Breakfast	Cook	Helper	Helper	Helper	Helper	Manager	Breakfast	Cook	Heiper	Helper	Helper	Helper	Helper										tion gost is ghang	s for SrA; do not chool year		
MAHS  MAHS  MAHS  MAHS  MAHS  EMS  EMS  EMS  EMS  EMS  EMS  EMS  E	_																												ompense	s are for s		
TASSISTER STREET	ernaM mji8	WAHS	WAHS	YEMS	YEMS	YEMS	YEMS	YEMS	YEMS	YEMS	YEMS	YHS	YHS	YHS	YHS	YHS	YHS	YHS	YHS									ŝ	Worker's C	he pay rates	Í	

Labor and Fringe Benefits to be completed by

41.64

Workmen's Comp  Technologies		\$ 8.517.22 \$ 24.832.42			,	\$	\$	\$		\$ - \$	- 5	59	\$	\$	5		s - s	\$	,	\$ .	,	\$ - \$	\$		5	8	s . s
Workman's Comp  Workman's Comp  Other  Other  Other  Other  Other  Total Fringe		8.517.22			,	-	-	,	•	,	-	,		'	,	,	-	•	,			1	,		ľ	٠	,
Workman's Comp  Workman's Comp  Workman's Comp  Workman's Comp		8	8	\$	55	\$	\$	s	\$	\$	\$	\$	\$	S	0	*	10	8	8	\$	S	S	69	S	€9	S	S
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(This percentage must be based on the State Experience Rate)

42,490.42

Grand Total \$

If Wooker's Compensation cost is charged to the food service, what is the percentage?

Note: Use actual rates for SFA; do not use a prorated statewide average benefit rate.

The PUT rates are for school year 2008 to 2009

SFA ...e Listing General Data and Services to be Provided

		***	i	(цэ													
		¹ sl	stillet	սող) sյ	Wea	Meal Service Times	es				Servic	Services to be Provided	Provide	9			sA
Site Name	Address	өлөү өр	b or Sa	9 Period				ш	Breakfast			Lunch	둳			Special Milk Program	
		61Đ	enq-NeS	inivie& to #	Breakfast	Гипсћ	Afterschool Snack	Meal <sup>3</sup> Offer vs.	Serve A la Carte	slaeM tlubA	<sup>c</sup> lseM	Offer vs. Serve	A la Carte	sleal Meals	After School Snack	no\bns X-en	# of Ser
Alleghany Valley Elementary School	Main Street Clarendon, PA 16313	k-5	Satellite	3	×	×		<del>  ×</del>	×	<u> </u>	-	,		1 ,			
Beaty Warren Middle School	2 Third Street Warren, PA 16365	6 to 8	Self-Prep	8	×	×		×	×	×	-	< >					177
Eisenhower Middle High School	Jamestown Road Russell, PA 16345	7 to 12	Self-Prep	3	×	×		×	\ <u> </u>	< >		< >		× ,			171
Russell Elementary School	Warren Jamestown Road Russell, PA 16345 k-6	5.k-6	Satellite	3	×	×		×	×	< ×		< >		× ,			171
Sheffield Elementary School	School Street Sheffield, PA 16347	k-5	Satellite	2	×	×		×	×	×	-	< ×					14
Sheffield Middle High School	Star Route Sheffield, PA	7 to 12	Self-Prep	3	×	×		×	×	×	ļ	×					
South Street Early Learning Center	713 Penna Avenue Warren, PA 16365	*-	Satellite		×	×		<u> </u>	>	<u> </u>		,					
Sugar Grove Elementary	101 School Street Sugar Grove, PA 16350	k-5	Satellite	2	×	×		×	×	<u> </u>	ļ	< ,					171
Warren Area Elementary School	343 E. Fifth Avenue Warren, PA 16365	2 to 5	Self-Prep	4	×	×		×	×	×	-	< >	T				177
Warren Area High School	345 E. Fifth Avenue Warren, PA 16365	9 to 12	Self-Prep	8	×	×		×	×	×		×					
Youngsville Elem Middle School	2nd Street Youngsville, PA 16371	k to 6	Self-Prep	3	_ ×	×		×	: ×	<u> </u>		< >					1/1
Youngsville High School	227 College Street Youngsville, PA 16371	7 to 12	Self-Prep	2	×	×		×	×	×		< ×	< ×				171
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DAP								+	_								
	List grade groups that have access to meal service  Indicate if site prepares meals on site or if the meals are satellited in bulk or self-prep  A reimbursable meal is to be offered that meets the standard established with the	snuem ei	menus included as part of this proposal	part of this	proposal												
				•	-												

		DULT CARE FOOD PROGECTING INFORMATION	RAM	
Institution			_ Unitized	
Contractor			☐ Family S	Style
1. Meal Type	2. Estimated Servings Per day	3. Estimated # of Serving Days	4. Unit Price	5. Total Price
Breakfast				\$ -
Lunch				\$ -
Supper				\$ -
Supplement				\$ -

#### Instructions:

Bidders are asked to submit prices on the following meal types meeting the contract specifications set forth in Schedule C for meals to be delivered to all of the sites stated in Schedule A.

- 1. The partipating center indicates which meal types the contractor will be providing during the contract period. If unitized meals will be required, the institutions must indicate this by placing "unitized meal" in parenthesis under the meal type.
- 2. The participating center indicates the estimated number of meals that will be served each day, by meal type, during the contract period.
- 3. The participating center indicates the number of anticipated operating days that meals will be served during the contract period.
- 4. The contractor indicates the appropriate unit price for each meal type as indicated by the institution.
- 5. The participating center calculates the total price.

Jume Grove

#### Summer Food Service Program (SFSP) To Be Completed By SFA

Operating Begin Date		School Food Authority
Operating End Date	The second second	Food Service Management Company (FSMC)
		read set the management company (15)

	Act	ual Reimbursen	<u>ients</u>				
BREAKFASTS:		MEALS		R	ATES		
Administrative Reimbursements	#		X	s	-	\$	
Operating Reimbursements	#		X	\$	-	\$	
Program Staff	#		X	\$	-	\$	
Other Reimbursements	#		X	\$	-	\$	
Subtotal Breakfasts	#	-				\$	On the Parket of the Parket
LUNCHES:							
Administrative Reimbursements	#		Х	\$	_	\$	
Operating Reimbursements	#		X	\$	_	Š	
Program Staff	#		X	\$	-	\$	
Other Reimbursements	#		X	\$	-	\$	
Subtotal Lunches	#	-		•		\$	
AM SNACKS:							
Administrative Reimbursements	#		х	\$	_	\$	
Operating Reimbursements	#		X	\$	_	\$	_
Program Staff	#		X	\$	_	\$	
Other Reimbursements	#		X	\$	_	\$	_
Subtotal AM Snacks	#	*		•		\$	-
PM SNACKS:							
Administrative Reimbursements	#		X	\$	_	\$	_
Operating Reimbursements	#		X	\$	_	\$	_
Program Staff	#		X	\$	_	s	_
Other Reimbursements	#		X	\$	-	\$	-
Subtotal PM Snacks	#	-		·		\$	-
UPPER:							
Administrative Reimbursements	#		X	\$	-	\$	_
Operating Reimbursements	#		X	\$	-	Š	_
Program Staff	#		X	\$	-	\$	_
Other Reimbursements	#		X	\$	_	\$	_
Subtotal Supper	# -	_		-		S	

All expenses contracted for and charged to the Food	Service	Account- to be completed	by FSMC	
		TOTAL COST	COS	Γ/MEAL
EXPENSES:				
Food Cost-Including Commodities	\$	-	\$	_
Commodity Delivery Charges	\$	-	\$	-
Direct Labor and Fringe Benefits	\$	-	\$	-
Other Direct	\$	-	\$	-
Indirect Costs	\$	•	\$	-
Nonexpendable Expenses	\$	_	\$	_
FSMC Administrative Fee	\$	_	\$	
FSMC Management Fee	\$	-	\$	-
Subtotal Expenses/Total Cost Per Meal	\$	-	\$	-
Less Rebates, Discounts and Applicable Credits	\$	<del>-</del>	\$	_
Less Commodity Usage @ \$ 0.0150 Per Reimbursable Lu	ınches:	0	\$	-
Total Expenses	s	-		
		SUMMARY:		
		Total Revenue	\$	-
Guarantee to SFA \$ -		Total Expenses	\$	-
School Nutrition Program-Profit or (Loss)			\$	_

#### **NSLP Projected Operating Costs**

Contract Begin Date	07/01/09	School Food Authority Warren County School Di
Contract End Date	06/30/10	FSMC Name
Days of Service	179	

	Actual "I	n-Schoo	ol" Revenue						
	(Include Seamless Summer Opt	ion (SS	O) Actual Revenue.	, if appl	licable)				
BREAKFASTS:			MEALS		I	RATES			
Elementary Paid		#	23,807	X	\$	1.000	222	\$	23,807.00
Secondary Paid		#	10,536	X	\$	1.000	==	\$	10,536.00
Reduced-Price		#	16.533	X	S	0.300	=	S	4,959,90
Adult Paid		#		X	\$	-	200	\$	
A la Carte Sales		#		X	\$	-	==	\$	-
LUNCHES:	Subtotal Breakfasts	#	50,876					\$	39,302.90
Elementary Paid		#	120,185	Х	\$	1.700	=	\$	204,314.50
Secondary Paid		#	83.506	X	\$	1.850	==	\$	154,486.10
Reduced-Price		#	62.122	X	\$	0.400	=	\$	24.848.80
Adult		#	31,020	X	\$	2.500	=	\$	77,550.00
A la Carte Sales		#	95,634	X	\$	2.743	=	\$	262,276.25
SNACKS/SUPPLEMENTS	Subtotal Lunches	#	392,467					s	723,475.65
Paid		#		х	\$	-	=	\$	
Reduced-Price		#		х	\$		=	\$	-
Adult		#		х	\$	-	=	\$	_
A la Carte Sales		#		Х	\$	-	=	\$	_
	Subtotal Snacks/Supplements	#	-					\$	-
OTHER:									
Special Milk								\$	-
Vending Machine Sales/Concession								\$	-
Special Functions								\$	- }
Total "IN-SCHOOL" Revenue	Subtotal Other	6510x151	santa paramaya	1911	_890]14		. : : : :	S	- 44.5 (\$ <u>-</u>

	<u>Federal</u>	Reimt	oursement_						
	To Be Completed By SFA (inc.	lude SS	O Reimbursements	s, if app	licable)				
BREAKFASTS:			MEALS			RATES			
Paid		#	34343	X	\$	0.250	=	\$	8,585.75
Free		#	8771	X	\$	1.400	=	\$	12,279.40
Free, Severe Need		#	94078	X	\$	1.680		\$	158,051.04
Reduced		#	1790	X	\$	1.100	=	\$	1,969.00
Reduced, Severe Need		#	14743	Х	\$	1.380	=	\$	20,345.34
	Subtotal Breakfasts	#	153,725					s	201,230.53
HIGH RATE LUNCHES:									
Paid		#		X	\$	-	==	\$	-
Free		#		х	\$	-	=	\$	-
Reduced		#		X	\$	-	=	\$	-
	Subtotal High Rate Lunches	#						\$	-
LOW RATE LUNCHES:									
Paid		#	203691	Х	\$	0.240	=	S	48,885.84
Free		#	225242	X	\$	2.570	=	\$	578,871,94
Reduced		#	62122	X	\$	2.170	=	\$	134,804.74
	Subtotal Low Rate Lunches	#	491,055					\$	762,562.52
SNACKS/SUPPLEMENTS:									,
Paid		#		Х	\$	-	725	\$	_
Free		#		Х	\$	-	=	\$	
Reduced		#		X	\$	-	===	\$	.
	Subtotal Snacks/Supplements	#	_					S	_
SPECIAL MILK								-	
Paid		#		х	\$	_	=	S	_
Free*		#		X	\$	_	=	s	_
	Subtotal Special Milk	#	-	••	-		•	S	-
Total Federal Reimbursement		#	644,780					s s	963,793.05

\$ \frac{963,793.05}{\text{furrer}} \text{Surrer} \text{Vertex of the 17, 2008}



	NSLP Projected Op	erating Costs						
	State Reimburs	ements						
	(Include SSO Reimbursem	ents, if applicab	le)					
BREAKFASTS:		MEALS		<u> </u>	RATES			
Paid	#	34343	X	\$	0.110	=	\$	3,777.73
Free	#	8771	Х	\$	0.110	277	\$	964.81
Free, Severe need	#	94078	X	\$	0.110		\$	10,348,58
Reduced	#	1790	X	\$	0.110	=	\$	196.90
Reduced, Severe Need	#	14743	_ X	\$	0.110	224	\$	1.621.73
j	Subtotal Breakfasts #	153,725	;				s	16,909.75
LUNCHES:								
Paid	#	203691	Х	\$	0.100	-	\$	20,369.10
Free	#	225242	х	\$	0.110	100	\$	24,776.62
Reduced	#	62122	X	\$	0.110	=	\$	6,833.42
Breakfast Incentive <=20%	#	age of the same of	. X	\$	-	=	\$	-
Breakfast Incentive >20%	#	491,055	$\mathbf{x}$	\$	0.040	===	\$	19,642.20
	Subtotal Lunches #	982,110	<b>9</b>				s	71,621.34
SNI Lunch	#		Х	\$	-		\$	-
SNI Breakfast	#		X	\$	-		\$	-
SNI Breakfast Incentive <=20%	#		X	\$	-		\$	_
SNI Breakfast Incentive >20%	#		X	s	_		s	
Subt	otal SNI Incentive #		• ^	Ψ			s	
		249-01 - 124-545 1	artyr diffy	(4) 4 E . T	de sokaaa		⇒ SIØUU	- Elektroniskist
Total State Reimbursement		1,135,835					<b>S</b>	88,531.09
SUMMARY:								
Total "IN-SCHOOL" Revenue							s	762,778.55
Total All Reimbursements							\$	1,052,324.14
Other Income							\$	
Interest Income								
Total Revenue	<b>能够出了。</b>	Jaka Baraji ah	1 - 1921 - 181	Grig 1	engaa lib		7.4%	1,815,102.69

		(This page to be completed by FSM	AC)			
EXPENSES:			1	TOTAL COST		COST/MEAL
EAFENSES:					(Only if F	ixed Price Contract
Assessment Fee, Commodity Value	purchased and receive		\$	-		
Commodity Delivery Charge* Enter the charge to have the commo	odites delivered		\$	8,000.00		
Direct Labor and Benefits* Enter the gross amount paid for sala	aries and fringe benefits	s to foodservice workers	\$	820,755.00		
Other Direct Enter the cost for nonfood items suc						
Nonreimbursable Expenses* Enter all expenditures that are not a	n allowable cost for rein	mbursement purposes	\$	-	\$	-
Administrative Fee* Enter the fee that will be charged to	manage the program					
FSMC Management Fee* Enter the fee that will be charged to	manage the program					
Indirext Costs* Enter the amount of utilities and indi	rect labor charged to m	nanage the program				
Other: Please List*			\$	-	\$	-
Subt	total Expenses/Total	Cost Per Meal	\$	828,755.00	\$	-
Less Rebates, Discounts and	Applicable Credits		\$	-	\$	-
Less Commodity Usage @	\$	0.2075 Per Reimbursable L	unches:	491,055	\$	(101,893.91)
Total Expenses			82875	SUMMARY:		
an an an an a				Total Revenue	\$	1,815,102.69
Guarantee to SFA				Total Expenses	\$	828,755.00
chool Nutrition Program-Profi	t or (Loss)			ter en en en en en en en en en en en en en	\$	986,347.69
School Nutrition Program-Profi	t or (Loss)				<b>S</b>	986,34

LA CANT

\$ 986,347.69 Supply 31.9 Crested in 17, 2008

Z	ational Schoo	d Lunch Program	National School Lunch Program (NSLP) Reimbursement Bafes-2007	rsement Rate	es-2007		
			Severe Need	Regular	Special	Special Area Eligible	Regular
Description	High Lunch	High Lunch Low Lunch	Breakfast		Mill		Legalai
Did	0			ol valvia 3t	MIIIN	Snack	Snack
t alu	07.0	0.24	0.25	200	0.1850		300
Han				3:10	- 1		0.00
	4.79	7.5.7	1.68	1 40		100	i
Reduced		1.		21.1		0.71	0.71
	7.17	71.7	1:38				
				5 7			0.33

**Rate** 0.10

State Reimbursement Rates

Description

Lunch Breakfast 0.04

Additional amount for Lunch if breakfast participation >20% Additional amount for Lunch if

0.02

breakfast participation <= 20%

SNI State Reimbursement Rates Description R	Rates Rate
Lunch	0.01
Breakfast	0.01
Additional amount for Lunch if	
breakfast participation >20%	0.02
Additional amount for Lunch if	
breakfast participation <= 20%	0.01

Summer Food Service Program (SFSP) Poimburge	SESP) Doing	G 110
mm.4	DE J INCHIEL	ursement Kates
Meals	Operating	Operating Administrative
i	Rates	Rates
Breakfast	1.57	0.1225
Lunch	2.75	0.2375
Supper	2.75	0.2375
AM Snack	0.64	0.0625
PM Snack	0.64	0.0625

June Brown

### Nutrition Standards for Competitive Foods in Pennsylvania Schools for the School Nutrition Incentive

state reimbursement for each breakfast and lunch served as part of the National School Lunch Program and School Breakfast Program. This applies to all schools that adopt and implement, as part of their wellness policy, the Department of Education's nutritional guidelines for On July 20, 2007, legislation was enacted to change the School Code for the Commonwealth of Pennsylvania to provide a supplemental food and beverages available on each school campus.

supplemental state reimbursement. At a minimum, Year One of the standards must be implemented in the 2007-2008 School Year, and, at a minimum, Year Two of the standards must be implemented on or before the 2008-2009 School Year and each school year there after. The following nutrition standards must be implemented in all identified areas, exactly as written\* in order for schools to receive the

\* Schools that exceed the standards will also qualify for the additional reimbursement. For example, if a school offers no ala carte or vending machine items, they are exceeding the standards in those specific areas.

Contact

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Pennsylvania Department of Education, Division of Food and Nutrition. Revised July 2008

Jume & Grow

Source of Competitive Food Ala Carte- Food/Snacks *Foods offered through the National School Lunch or School Breakfast Programs may qualify towards meeting this requirement if the item is also offered for sale as an ala carte item.		Best Practice Optional (not required for School Nutrition Incentive Reimbursement) The following standards apply to all foods offered as ala carte.  • Items will provide <250 calories per serving.  • Items will be packaged in single serving sizes.  • A minimum of 3 fruits and 3 vegetables will be offered daily (at least 1 of each being freshraw). A variety of fruits and vegetables will be offered from day to day.*  • No foods will be on-site deep fat fried. This does not include stir-fried or sautéed foods. Pre-fried or flash fried foods will not be offered more than 2 times per week. These 2 items are exempt from the total fat and saturated fat restrictions listed below.  • At least 50% of grains offered will be whole grain.* (Table 1)  • Foods of Minimal Nutritional Value (USDA regulation 7CFR 210 and 220)
	<ul> <li>Contain &lt;35% sugar by weight (excluding naturally occurring sugars and low fat yogurts).</li> <li>Not contain sugar as the first ingredient. (Table 3)</li> <li>Provide minimal to no trans fatty acids. (Table 4)</li> </ul>	will not be available anytime during the school day.  In addition, all food items will contain:  35% of calories from total fat (excluding
1 - Kanse	removering, pricing and nutrition education strategies will be used to encourage the selection of foods meeting these standards and combinations that result in a reimbursable meal.  Table 5 contains formulas for calculating total fat, saturated fat, and sugar by weight.	nuts, seeds, nut butters, and reduced fat cheeses). <ul> <li>&lt;10% of calories from saturated fat (excluding reduced fat cheeses).</li> <li>&lt;35% sugar by weight (excluding naturally occurring sugars and low fat</li> </ul>

Nutrition Standards for Competitive Foods in Pennsylvania Schools

Best Practice Optional (not required for School Nutrition Incentive Reimburgement)	yogurts) and added sugar will not be listed as the first ingredient. (Table 3)  Minimal to no trans fatty acids. (Table 4)	Table 5 contains formulas for calculating total fat, saturated fat, and sugar by weight.			
Year Two Implemented by 2008-2009 School Year					
Source of Competitive Food	Food/Snacks – cont.				

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Best Practice Optional (not required for School Nutrition	All beverages will meet these criteria.	artificial sweeteners (Table 6) (any size).  • 100% fruit juice (not to exceed 6 oz).  • Milk: A minimum of 75% of milk selections will be 1% lowfat or nonfat (not to exceed 8 oz), flavored or unflavored (not to exceed 30 grams of sugar, inclusive of naturally occurring sugar). Preferably packaged in plastic resealable containers.
Year Two Implemented by 2008-2009 School Year	At least 75% Beverages must be***:  • Plain water (any size)	<ul> <li>Flavored water with no sugars or artificial sweeteners (any size)</li> <li>Flavored water with artificial sweeteners (17 oz or less size; middle/high only). Artificially sweetened water may not make up more than 25% of water and juice selections.</li> <li>100% fruit and/or vegetable juice (8 oz or less size for elementary; 12 oz or less size for middle/high)</li> <li>Carbonated beverages with 70 -100% pure juice with no added ingredients except water (Must be exempted by USDA from being a Food of Minimal Nutritional Value (FMNV)</li> <li>Milk (flavored or unflavored). At least 75% of milk offered must be***: <ul> <li>2% fat or less</li> <li>8 oz or less size for elementary;</li> <li>12 oz or less size for middle/high</li> <li>No more than 30 grams sugar per 8 oz (As written on the Nutrition Facts Panel of the label)</li> <li>No artificial sweeteners</li> </ul> </li> <li>Marketing, pricing, and nutrition education strategies will be used to encourage the selection of the beverages listed above.</li> <li>The other 25% or less beverages cannot exceed: <ul> <li>150 calories per package</li> <li>35 grams sugar per package</li> <li>35 grams sugar per package</li> <li>35 grams sugar per package</li> </ul> </li> </ul>
Source of Competitive Food	A La Carte Beverages	beverages can refer to 75% choices (each flavor is a choice) or 75% sleeves or shelves.

Nutrition Standards for Competitive Foods in Pennsylvania Schools

Source of	Vear Two	
Competitive	Implemented by	Best Practice Optional (not required for School Nutrition
Vending	The following to the fo	Incentive Reimbursement)
Food/Snacks	• Packages will be in single serving size.	Vending will not be available for elementary
	• Foods of Minimal Nutritional Value (USDA regulation 7CFR 210 and	Students. In secondary grades, the following
	220) will not be available anytime during the school day.	Vending machines.
	• Items will provide < 250 calories per serving.	<ul> <li>Packages will be in single serving sizes.</li> </ul>
	Contain < 35% of grains offered will be whole grain.	<ul> <li>Foods of Minimal Nutritional Value</li> </ul>
	butters, and reduced fat cheeses).	(USDA regulation 7CFR 210 and 220) will not be available anytime during the
	• Contain <10% of calories from saturated fat (excluding reduced fat	school day.
	<ul> <li>Contain &lt;35% sugar by weight (excluding naturally occurring sugars</li> </ul>	<ul> <li>Items will provide &lt; 250 calories per serving.</li> </ul>
	and low fat yogurts).	<ul> <li>At least 50% of grains offered will be</li> </ul>
	Provide minimal to the first ingredient. (Table 3)	whole grain.
	• Not be fried (Table 2)	• Contain < 35% of calories from total fat
		(excluding fulls, seeds, nut butters, and reduced fat cheeses)
	Vending for elementary students must only offer selections from this list:	Contain <10% of calories from saturated
		fat (excluding reduced fat cheeses).
	Vegetables	<ul> <li>Contain &lt;35% sugar by weight</li> </ul>
	yoguns, 10W-1at yogurts and reduced-fat cheeses	(excluding naturally occurring sugars and low fat vocures)
	Fruits or vegetables will be available in at least one food vending area, and in all vending areas where refrigerated vending is available.	<ul> <li>Not contain sugar as the first ingredient.</li> <li>(Table 3)</li> </ul>
	Marketing, pricing and nutrition education strategies will be used to encourage	<ul> <li>Provide minimal to no trans fatty acids.</li> <li>(Table 4)</li> </ul>
	the selection of foods meeting these standards.	• Not be fried (Table 2)
	Table 5 contains formulas for calculating total fat, saturated fat, and sugar by weight.	Table 5 contains formulas for calculating total fat,
		saturated iat, and sugar by weight.

Best Practice Optional (not required for School Nutrition	All beverages will meet these criteria.	• •	(not to exceed 8 oz), flavored or unflavored (not to exceed 30 grams of sugar, inclusive of naturally occurring sugar). Preferably packaged in plastic	rescatable containers.			**	(1	4)	
Year Two Implemented by 2008-2009 School Year	Elementary vending may only contain the following beverages  Plain water (any size)	<ul> <li>Flavored water with no sugars or artificial sweeteners (any size)</li> <li>100% fruit and/or vegetable juice (8 oz or less size)</li> <li>Milk (flavored or unflavored). At least 75% of milk offered must be***:</li> </ul>	<ul> <li>8 oz or less size</li> <li>No more than 30 grams sugar per 8 oz (As written on the Nutrition Facts Panel of the label)</li> <li>No artificial sweeteners</li> </ul>	For middle and high, at least 75% Beverages must be***:  • Plain water (any size)	<ul> <li>Flavored water with no sugars or artificial sweeteners (any size)</li> <li>Flavored water with artificial sweeteners (17 oz or less size; may not make up more than 25% of water and juice selections)</li> </ul>	<ul> <li>100% If It and/or vegetable juice (12 oz or less size)</li> <li>Carbonated beverages with 70 -100% pure juice with no added ingredients except water (Must be exempted by USDA from being a Food of Minimal Nutritional Value (FMNV)</li> </ul>	<ul> <li>Milk (flavored or unflavored). At least 75% of milk offered must be***.</li> <li>2% fat or less</li> <li>12 oz or less size</li> </ul>	<ul> <li>No more than 30 grams sugar per 8 oz (As written on the label)</li> <li>No artificial sweeteners</li> </ul>	Marketing, pricing, and nutrition education strategies will be used to encourage the selection of the beverages listed above.	<ul> <li>The other 25% or less beverages for middle and high cannot exceed:</li> <li>150 calories per package</li> <li>35 grams sugar per package</li> </ul>
Source of Competitive Food	Vending Beverages	***75% beverages can	refer to 75% choices (each flavor is a choice) or 75% slots in the	vending machine.		See table 6 for list of artificial sweeteners			de la companya de la	l

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No carbonated beverages unless exempted by USDA from being a FMNV.

Source of	Year Two	
Competitive	Implemented by	Best Practice
Food	2008-2009 School Year	Optional (not required for School Nutrition
Fundraisers (non-vending)	All food items sold as fundraisers on school property and available for sale during the school day must meet the guidelines below and will be reviewed by the principal of the school. Any fundraising group will receive a list of fundraising foods that meet these guidelines prior to the commencement of the fundraiser. The school food service director shall assist the principal in determining the suitability of fundraising items in accordance with the guidelines.	All food items sold as fundraisers on school property and available for sale during the school day must meet the guidelines below and will be reviewed by the principal of the school. Any fundraising group will receive a list of fundraising foods that meet these guidelines prior to the
	<ul> <li>Items will provide &lt; 250 calories per serving.</li> <li>Packages will be in single serving sizes.</li> <li>Foods of Minimal Nutritional Value (USDA regulation 7CFR 210 and 220) will not be available anytime during the school day</li> </ul>	food service director shall assist the principal in determining the suitability of fundraising items in accordance with the guidelines.  Items will provide < 250 calories per cerving.
	<ul> <li>Total fat will be &lt;35% of the total calories (excluding nuts, seeds, nut butters and reduced fat cheeses)</li> <li>Saturated fat will be &lt; 10% of the total calories.</li> <li>Sugar content will be &lt; 35% by weight (excluding naturally occurring sugars and low fat yogurts) and added sugar will not be listed as the first</li> </ul>	<ul> <li>Packages will be in single serving sizes.</li> <li>Foods of Minimal Nutritional Value (USDA regulation 7CFR 210 and 220) will not be available anytime during the school day.</li> </ul>
	ingredient. (Table 3)  • Items will contain minimal to no trans fatty acid. (Table 4)	• Total fat will be <35% of the total calories (excluding nuts, seeds, nut butters and
	Food items will be available no earlier than 30 minutes after the last meal period of the day.	<ul> <li>Saturated fat will be &lt; 10% of the total calories.</li> </ul>
	Alternate revenue generating sources will be developed. Following are resources: <a href="www.kidseatwell.org/flyers/twentywaystoraisefunds.pdf">www.kidseatwell.org/flyers/twentywaystoraisefunds.pdf</a> ; <a href="http://www.sde.ct.gov/sde/lib/sde/PDF/DEPS/Student/NutritionEd/Healthy_Fundraising_Color.PDF">http://www.sde.ct.gov/sde/lib/sde/PDF/DEPS/Student/NutritionEd/Healthy_Fundraising_Color.PDF</a> .	<ul> <li>Sugar content will be &lt; 35% by weight         <p>(excluding naturally occurring sugars and low fat yogurts) and added sugar will not be listed as the first ingredient. (Table 3)     </p></li> <li>Items will contain minimal to no trans</li> </ul>
	Table 5 contains formulas for calculating total fat, saturated fat, and sugar by weight.	fatty acid. (Table 4)  Food items will be available no earlier than 30 minutes after the last meal period of the day.
		Alternate revenue generating sources will be developed. Following are resources:  www.kidseatwell.org/flyers/twentywaystoraisefun

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ds.pdf.; http://www.sde.ct.gov/sde/lib/sde/PDF/DEPS/Stu dent/NutritionEd/Healthy_Fundraising_Color.PD E.	***Foods sold as fundraisers that are available for sale outside of the school day will support healthy eating by <u>limiting</u> foods high in added sugar, fat, sodium or trans fat content.	For additional information regarding foods available for sale outside of the school day, reference Local Wellness Policy Frequently Asked Questions, page 3, which is available at <a href="http://www.pde.state.pa.us/food_nutrition/lib/food_nutrition/local_wellness_policy_q_and_as_final_12_26_06.pdf">http://www.pde.state.pa.us/food_nutrition/local_wellness_policy_q_and_as_final_12_26_06.pdf</a> .	Table 5 contains formulas for calculating total fat, saturated fat, and sugar by weight.	
Fundraisers (non-vending) continued				

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#### Table 5-Formulas

total fat per serving times 9	, 1
of total	
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grams o	,
	,
ilt.	•
M	
_;	(
lotal tat:	
0	

2. Divide by calories per serving3. Multiply times 100

% Saturated fat: 1. Multiply grams of saturated fat per serving times 9 2. Divide by calories per serving

2. Divide by calones p3. Multiply times 100

% Sugar by weight: 1. Divide grams of sugar per serving by gram weight for the serving size 2. Multiply times 100

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#### Table 2-Fried Foods

Fried Foods: Foods that are cooked by total immersion into hot oil or other fat, commonly referred to as "deep fat frying." This definition does not include foods that are stir fried or sautéed, but does include foods that have been pre-fried, flash fried, or deep-fat fryed.

#### Table 3-Added Sugar

D.: C	
Diowii Sugar	Invest and
Corn cupatanor	mycit sugar
	actoee*
Com synin	Lactosc
anite mon	Maltooa*
Dextrose	MailOSC
	Molt crimin
T1154500*	iviait Sylup
Tuciose	Molocock
Hanifinio	INDIASSES
truit juice concentrate	Doug area.
×000001	Ivaw Sugal
	Circus
High fanotons	Suciose
ringii iluciose com syrup	Curcon
Honex	Sugai
TIOTICS	Cumin
***	Sylup
Naturally occurring. Will not show up on food ingredient list unless added with heart in the control of the con	My 1111 12 1 1 1 1 1
The amount of the control of the con	added. Will be included as "sugars" listed on the food label

### Table 4-Trans Fatty Acids (Trans Fats)

Trans fats: Occurs in food when manufacturers use hydrogenation, a process in which hydrogen is added to vegetable oil to turn the oil into come from ruminant animals (e.g., cattle and sheep). Such foods include dairy products, beef and lamb. Federal labeling of trans fats on all a more solid (saturated) fat. Sources of trans fatty acids include hydrogenated/partially hydrogenated vegetable oils that are used to make shortening and commercially prepared baked goods, snack foods, fried foods, and margarine. Trans fatty acids are present in foods that food products is required by January 1, 2006.

#### Table 1- Whole Grains

CHAIL OF STATE	
A whole grain food is one labeled with the whole grain as first ingredient. The Food and	hole grain as first ingredient The Food and
Drug Administration requires foods that bear the "whole grain health claim" to contain	the "whole grain health claim" to contain
31% of more whole grain ingredients by weight per reference amount and be low in fat.	ght per reference amount and be low in fat.
whole grains will usually contain at least 2 grams of fiber per serving. Examples of	rams of fiber per serving. Examples of
Whole grain terms are: "cracked," "crushed," "whole," "entire," or "groats," Examples of	"whole," "entire," or "groats," Examples of
whole grain ingredients are:	To conditioning
Whole/entire wheat flour	Whole grain harley (hulled or lightly, manufact)
Whole oats/oatmeal	Wild tice
Cracked/crushed wheat	Buckwheat
Graham flour	Wheat herries (whole wheat framely)
Old fashioned oatmeal	Trificale
Quick cooking oats	Rulenr
Commeal	Millot
Whole grain corn	Millel
Poncorn	Cumoa
Drawn de	Sorghum
ыомп псе	Spelt
Whole rye	
Generally, if the first ingredient is "fortified" or "enriched." it is probably not a whole	or "enriched." it is probably not a whole
grain. These items are generally not whole grains:	ains:
Unbleached flour	Organic unklasskyd flam
Wheat flour	Entished of
Semolina	Thorizon Transfer
Demornia	Degerminated (cornmeal)
Durum wheat	Multigrain (may describe several whole grains or
	several refined grains)

Sources include the USDA Food Buying Guide for Child Nutrition Programs, Dietary Guidelines for Americans 2005, Whole Grains Council.

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Nutrition Standards for Competitive Foods in Pennsylvania Schools

Source of Competitive Food Faculty Lounges	Implemented by  2008-2009 School Year Faculty is encouraged to set the example for students. Students are not likely to believe that nutrition policies are beneficial if they see faculty consuming foods and beverages that do not align with the school policy.  Vegetarian Options-Students will be surveyed yearly for their interest in vegetarian entrees as part of the reimbursable meal or ala carte offerings. If interest is indicated, efforts should be made to include appealing vegetarian choices.	Best Practice  Optional (not required for School Nutrition Incentive Reimbursement) Faculty is encouraged to set the example for students. Students are not likely to believe that nutrition policies are beneficial if they see faculty consuming foods and beverages that do not align with the school policy.  Vegetarian Options-Students will be surveyed yearly for their interest in vegetarian entrees as part of the reimbursable meal or ala carte offerings. If interest is indicated, efforts should be made to include amorting offering.
	Student Input-Students will be an active part of menu planning in conjunction with the director of food services.	Student Input-Students will be an active part of menu planning in conjunction with the director of

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Nutrition Standards for Competitive Foods in Pennsylvania Schools

Source of	V T.	
Compatitivo	real I WO	Best Practice
Food	Implemented by	Optional (not required for School Nutrition
School Stores-	At least 75% Beverages must be***.	Incentive Reimbursement)
Beverages	• Plain water (any size)	All beverages will meet these criteria.
)	• Flavored water with no sugars or artificial sweeteners (any size)	Plain water or flavored with no sugar or artificial sweeteners (Table 6) (con give)
***750/	• Flavored water with artificial sweeteners (17 oz or less size: middle/hioh	• 100% fruit juice (not to exceed 6 02)
beverages can	only). Artificially sweetened water may not make up more than 25% of	• Milk: A minimum of 75% of milk
refer to 75%	• 1000/ f; c	selections will be 1% lowfat or nonfat
choices (each	or less size for middle/high)	(not to exceed 8 oz), flavored or
flavor is a choice) or 75%	• Carbonated beverages with 70 -100% pure inice with no added	sugar, inclusive of naturally occurring
sleeves or	ingredients except water (Must be exempted by USDA from being a	sugar). Preferably packaged in plastic
shelves.	Milk (flavored or unflavored) At love 750/ cf cc	researable containers.
	o 2% fat or less	
	o 8 oz or less size for elementary;	
See table 6 for		
list of artificial sweeteners	Nutrition Facts Panel of the label)  No artificial sweeteners	
	Marketing, pricing, and nutrition education strategies will be used to encourage the selection of the beverages listed above.	
	The other 25% or less beverages cannot exceed:  • 150 calories per package • 35 grams suggression	
	erans sugar per package	
	No carbonated beverages unless exempted by USDA from being a FMNV.	

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	ACM1 1 WU	Kort Ctoottoo
$\dagger$	Implemented by	Optional (not required for School Nutrition
_	Z008-Z009 School Year	Incentive Reimbursement)
Foods/Snacks	Ine following standards apply to <u>all</u> foods sold in school stores.  • Packages will be in single serving sizes	The following standards apply to all foods sold in
	• Foods of Minimal Nutritional Value (USDA regulation 7CFR 210 and	school stores.  • Packages will be in single coming single.
	220) will not be available anytime during the school day.	• Foods of Minimal Nutritional Value
	<ul> <li>Items will provide &lt; 250 calories per serving.</li> <li>At least 50% of grains offered will be set of th</li></ul>	(USDA regulation 7CFR 210 and 220)
	<ul> <li>Contain &lt; 35% of calories from total fat (excluding parts sends mut</li> </ul>	will not be available anytime during the
	butters, and reduced fat cheeses).	• Items will provide < 250 calories ner
	<ul> <li>Contain &lt;10% of calories from saturated fat (excluding reduced fat cheeses)</li> </ul>	serving.
	<ul> <li>Contain &lt;35% sugar by weight (excluding naturally occurring sugars</li> </ul>	<ul> <li>At least 50% of grains offered will be whole grains.</li> </ul>
	and low fat yogurts).	• Contain < 35% of calories from total fat
	<ul> <li>Not contain sugar as the first ingredient. (Table 3)</li> <li>Provide minimal to no trans fatty acids. (Table 4)</li> </ul>	(excluding nuts, seeds, nut butters, and
	• Not be fried (Table 2)	• Contain <10% of calories from saturated
	And the state of t	fat (excluding reduced fat cheeses).
	Markeung, pricing and nutrition education strategies will be used to encourage the selection of foods meeting these standards	Contain <35% sugar by weight (excluding
		naturany occurring sugars and low fat
<u> </u>	School stores will not sell food until 30 minutes after the last meal period of the day.	Not contain sugar as the first ingredient. (Table 3)
L	Table 5 contains formulas for calculating total fat, saturated fat, and sugar by	<ul> <li>Provide minimal to no trans fatty acids.</li> </ul>
\$	weight.	<ul><li>(1 able 4)</li><li>Not be fried (Table 2)</li></ul>
		Marketing, pricing and nutrition education strategies will be used to encourage the selection of foods magning that goes don't are a selection.
		of roots incenting these standards.
		School stores will not sell food until 30 minutes after the last meal period of the day.
		Table 5 contains formulas for calculating total fat,

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Nutrition Standards for Competitive Foods in Pennsylvania Schools

Source of	Year Two	Best Practice
Food	Implemented by 2008-2009 School Year	Optional (not required for School Nutrition
Kewards	Food will not be used as a reward for classroom or school activities unless the reward is an activity that promotes a positive nutrition message (ie., guest chef, field trip to a farm or farmers market, etc.).  Alternate ideas can be found at:  www.cspinet.org/nutritionpolicy/constructive_rewards.pdf.  http://www.sde.ct.gov/sde/lib/sde/PDF/DEPS/Student/NutritionEd/Food_As_Reward_HOI.pdf.	Food will not be used as a reward for classroom or school activities unless the reward is an activity that promotes a positive nutrition message (ie., guest chef, field trip to a farm or farmers market, etc.).  Alternate ideas can be found at:  www.cspinet.org/nutritionpolicy/constructive_rewards.pdf.  http://www.sde.ct.gov/sde/lib/sde/PDF/DEPS/Student/NutritionEd/Food_As_Reward_HOLL-Aff
Foods from Home	Parents/caregivers will be encouraged to promote their child's participation in the school meals programs. If their child does not participate in the school meals programs, parents/caregivers will be encouraged to provide a healthy alternative.  All nutrition standards will be explained to parents/caregivers. They will continuously be provided with nutrition education and encouraged to comply with the nutrition policies to the best of their ability and knowledge. Examples of nutrition education outreach include newsletters, open houses, back to school nights, family nights, etc.	Parents/caregivers will be encouraged to promote their child's participation in the school meals programs. If their child does not participate in the school meals programs, parents/caregivers will be encouraged to provide a healthy alternative.  All nutrition standards will be explained to parents/caregivers. They will continuously be provided with nutrition education and encouraged to comply with the nutrition policies to the best of their ability and knowledge. Examples of nutrition education outreach include newsletters, open houses, back to school nights, family nights, etc.

Pennsylvania Department of Education, Division of Food and Nutrition. Revised July 2008

Source of	Year Two	6
Competitive	Implemented by	Ontional (not remained for California Commissional for California
Food	2008-2009 School Year	Optional (not required for School Nutrition Incentive Reimbursement)
Classroom Parties/ Holiday	Classroom parties will offer minimal amount of foods (maximum 2-3 items) that contain added sugar as the first ingredient (Table 3) and will provide the following:	Classroom parties will offer minimal amount of foods (maximum 2-3 items) that contain added
Celebrations	<ul> <li>Fresh fruits and vegetables.</li> <li>Water, 100% fruit juice or milk.</li> </ul>	sugar as the first ingredient (Table 3) and will provide the following:  • Fresh fruits and vacastaling
	In addition, Food Service Departments will offer party lists/menus that include	• Water, 100% fruit juice or milk.
	Are moderate in sodium content.     Provide minimal to no transferts.	In addition, Food Service Departments will offer party lists/menus that include food and beverage
	<ul> <li>Provide items that contain &gt; 2 grams of fiber/serving.</li> <li>Offer fresh fruits and vecestables</li> </ul>	choices that:  • Are moderate in sodium content.
	<ul> <li>Offer water, 100% fruit juice or milk as the beverage choices.</li> <li>Do not offer any Foods of Minimal Nutritional Value (USDA regulation</li> </ul>	<ul> <li>Provide minimal to no trans fatty acids.</li> <li>Provide items that contain &gt; 2 grams of fiber/serving</li> </ul>
	).   be e	<ul> <li>Offer fresh fruits and vegetables.</li> <li>Offer water, 100% fruit juice or milk as the beverage choices.</li> </ul>
	from this menu of items.	Do not offer any Foods of Minimal     Nutritional Value (USDA regulation     TOFR 210 and 220)
		Parents and teachers will be encouraged to
,		purchase foods and beverages from this menu of items.

Pennsylvania Department of Education, Division of Food and Nutrition. Revised July 2008

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Table 6

A-Artificial Sweeteners

_		T		_	
Acesulfame-K or Acesulfame potassium or ACK (hrand names:	Sunett and Sweet One)	Saccharin (brand names: Sweet'N Low, Sweet Twin, and Necta	Sweet, Sugar Twin)		
 Aspartame (brand names: Nutrasweet, Equal)	Neotame		Charalana (Lean 1 at 1)	Sucraiose (Drand name: Splenda)	

C Q

<b>B-Sugar Alcohols (Polyols) and Other Sugar Substitutes</b>	bstitutes
Erythrito1*	Hydrogenated Starch Hydrolysates (HSH)*
Isomalt*	(polyglycitol, polyglucitol) Lactitol*
Maltitol*	Maltitol Syrup*
Mannitol*	Sorbitol*
Sugar Alcohol	Xylitol*
D-tagatose (novel sugar)	Trehalose (novel sugar)
***	

<sup>&</sup>quot;May also be listed on label as "sugar alcohol"

The Institute of Medicine (Nutrition Standards for Foods in Schools, 2007) classifies the artificial sweeteners above (aspartame, sucralose, acesulfame K, neotame, saccharin) and sugar alcohols as "Non Nutritive Sweeteners". The American Dietetics Association (Position of the American Dietetic Association: Use of Nutritive and Non Nutritive Sweeteners, 2004) classifies sugar alcohols as nutritive sweeteners that supply an average of 2 calories per gram because they are incompletely absorbed. However, foods containing sugar alcohols can be labeled as "sugar free" because they replace sugar sweeteners.

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## WCSD Lunch Menu – All Elementary Schools

(Allegheny Valley Elementary, Russell Elementary, Sheffield Elementary, South Street Early Learning Center, Sugar Grove Elementary, Warren Area Elementary Center, Youngsville Elementary/Middle, Jefferson DeFrees Center, Beacon Light, and Headstart)

Day 1	Day 2	Day 3	Day 4	Day 5
Main Entrée	Main Entrée	Main Entrée Philly Cheese steak Tater Tots Carrot Sticks Cookie	Main Entrée	Main Entrée
Meatball Hero w/	Chicken Fingers		French Toast Sticks	Chicken Taco
Mozzarella Cheese	Mashed Potatoes (gravy)		Sausage	Salsa
Green Beans	Seasoned Corn		Mandarin Oranges	Steamed Rice
Convenience Chef Salad Chef Salad (no meat) Turkey & Cheese Wrap Cheese Wrap	Convenience Chef Salad Chef Salad (no meat) Turkey & Cheese Wrap Cheese Wrap	Convenience Chef Salad Chef Salad (no meat) Turkey & Cheese Wrap Cheese Wrap	Convenience Chef Salad Chef Salad (no meat) Turkey & Cheese Wrap Cheese Wrap	Convenience Chef Salad Chef Salad (no meat) Turkey & Cheese Wrap Cheese Wrap
<b>Pizzeria</b>	<u>Pizzeria</u>	<u>Pizzeria</u>	<u>Pizzeria</u>	Pizzeria
Pepperoni	Pepperoni	Pepperoni	Pepperoni	Pepperoni
Cheese	Cheese	Cheese	Cheese	Cheese
<u><b>Grill Line</b></u>	Grill Line	Grill Line	Grill Line	Grill Line
Chicken Patties	Chicken Patties	Chicken Patties	Chicken Patties	Chicken Patties
Available Daily Assorted Fresh Fruit Assorted Fruit Juice 1% White Milk Chocolate Milk Strawberry Milk Vanilla Milk	Available Daily Assorted Fresh Fruit Assorted Fruit Juice 1% White Milk Chocolate Milk Strawberry Milk Vanilla Milk	Available Daily Assorted Fresh Fruit Assorted Fruit Juice 1% White Milk Chocolate Milk Strawberry Milk Vanilla Milk	Available Daily Assorted Fresh Fruit Assorted Fruit Juice 1% White Milk Chocolate Milk Strawberry Milk	Available Daily Assorted Fresh Fruit Assorted Fruit Juice 1% White Milk Chocolate Milk Strawberry Milk

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## WCSD Lunch Menu - All Elementary Schools

(Allegheny Valley Elementary, Russell Elementary, Sheffield Elementary, South Street Early Learning Center, Sugar Grove Elementary, Warren Area Elementary Center, Youngsville Elementary/Middle, Jefferson DeFrees Center, Beacon Light, and Headstart)

Main Entrée Chicken Parmesan Wedges Water Parmesan Chicken Parmesan Convenience Seasoned Peas Convenience Chicken Caesar Salad Caesar S	Day 6	Day 7	Day 8	Day 9	Day 10
Convenience Sar Salad Chicken Caesar Salad Caesar Salad Caesar Salad Italian Hoagie Chicken Caesar Salad Caesar Salad Italian Hoagie Chicken Caesar Salad Caesar Salad Italian Hoagie Chicken Caesar Salad Caesar Salad Italian Hoagie Caesar Salad Italian Hoagie Bacon Cheese Cheese Crill Line Taco Nachos	Main Entrée Corn Dog Baked Potato Wedges	Main Entrée Chicken Parmesan w/ Pasta Seasoned Peas	Main Entrée Grilled Cheese Tomato Soup Cookie	Main Entrée Spaghetti & Meatballs Tossed Salad	Main Entrée BBQ Chicken Sandwich Carrot & Celery Stick Ranch dressing
PizzeriaPizzeriaPizzeriaBacon CheeseBacon CheeseBacon CheeseGrill Line Taco NachosGrill Line Taco NachosGrill Line Taco NachosTaco Nachos Taco NachosTaco Nachos Taco NachosTaco Nachos Taco NachosAvailable Daily Assorted Fresh Fruit Assorted Fruit Juice 1% White Milk Chocolate Milk Strawberry MilkAvailable Daily Assorted Fresh Fruit Assorted Fruit Juice 1% White Milk Chocolate Milk Strawberry MilkAvailable Daily Assorted Fruit Juice 1% White Milk Strawberry MilkAvailable Daily Assorted Fruit Juice 1% White Milk Strawberry Milk	Convenience Chicken Caesar Salad Caesar Salad Italian Hoagie	Convenience Chicken Caesar Salad Caesar Salad Italian Hoagie	Convenience Chicken Caesar Salad Caesar Salad Italian Hoagie	Convenience Chicken Caesar Salad Caesar Salad Italian Hoagie	Convenience Chicken Caesar Salad Caesar Salad Italian Hoagie
Grill LineGrill LineGrill LineTaco NachosTaco NachosTaco NachosTaco NachosTaco NachosSh FuitAvailable DailyAvailable DailyAssorted Fresh FruitAssorted Fresh FruitAssorted Fruit Juice1% White MilkAssorted Fruit Juice1% White Milk1% White MilkChocolate MilkChocolate MilkStrawberry MilkStrawberry MilkStrawberry Milk	Pizzeria Bacon Cheese	<u>Pizzeria</u> Bacon Cheese	<u>Pizzeria</u> Bacon Cheese	<u>Pizzeria</u> Bacon Cheese	Pizzeria Bacon Cheese
Assorted Fresh Fruit Assorted Fresh Fruit Assorted Fruit Juice 1% White Milk Chocolate Milk Strawberry Milk Strawberry Milk  Available Daily Assorted Fruit	Grill Line Taco Nachos	Grill Line Taco Nachos	Grill Line Taco Nachos	Grill Line Taco Nachos	Grill Line Taco Nachos
Vanilla Milk Vanilla Milk Vanilla Milk	Available Daily Assorted Fresh Fruit Assorted Fruit Juice 1% White Milk Chocolate Milk Strawberry Milk Vanilla Milk	Available Daily Assorted Fresh Fruit Assorted Fruit Juice 1% White Milk Chocolate Milk Strawberry Milk Vanilla Milk	Available Daily Assorted Fresh Fruit Assorted Fruit Juice 1% White Milk Chocolate Milk Strawberry Milk Vanilla Milk	Available Daily Assorted Fresh Fruit Assorted Fruit Juice 1% White Milk Chocolate Milk Strawberry Milk	Available Daily Assorted Fresh Fruit Assorted Fruit Juice 1% White Milk Chocolate Milk Strawberry Milk

from Brown

# WCSD Lunch Menu – All Elementary Schools

(Allegheny Valley Elementary, Russell Elementary, Sheffield Elementary, South Street Early Learning Center, Sugar Grove Elementary, Warren Area Elementary Center, Youngsville Elementary/Middle, Jefferson DeFrees Center, Beacon Light, and Headstart)

<u>Day 11</u>	<u>Day 12</u>	Day 13	Day 14	Day 15
Main Entrée Beef Tacos w/ Fixings Corn	Main Entrée Chicken Nuggets Perogies Green Beans	Main Entrée Sloppy Joe on a bun Baked Potato Wedges Cookie	Main Entrée Egg and Cheese Burrito Hash Brown Cinnamon Apples	Main Entrée Fish Tater Tots Seasoned Broccoli
Convenience	Convenience	<u>Convenience</u>	Convenience	Convenience
Antipasto Salad	Antipasto Salad	Antipasto Salad	Antipasto Salad	Antipasto Salad
Chicken Ranch Wrap	Chicken Ranch Wrap	Chicken Ranch Wrap	Chicken Ranch Wrap	Chicken Ranch Wrap
Pizzeria	<u>Pizzeria</u>	<b>Pizzeria</b>	<u>Pizzeria</u>	<u>Pizzeria</u>
Pepperoni	Pepperoni	Pepperoni	Pepperoni	Pepperoni
Cheese	Cheese	Cheese	Cheese	Cheese
Grill Line	Grill Line	Grill Line	Grill Line	<u>Grill Line</u>
Hot Dog	Hot Dog	Hot Dog	Hot Dog	Hot Dog
Available Daily Assorted Fresh Fruit Assorted Fruit Juice 1% White Milk Chocolate Milk Strawberry Milk Vanilla Milk	Available Daily Assorted Fresh Fruit Assorted Fruit Juice 1% White Milk Chocolate Milk Strawberry Milk Vanilla Milk	Available Daily Assorted Fresh Fruit Assorted Fruit Juice 1% White Milk Chocolate Milk Strawberry Milk	Available Daily Assorted Fresh Fruit Assorted Fruit Juice 1% White Milk Chocolate Milk Strawberry Milk Vanilla Milk	Available Daily Assorted Fresh Fruit Assorted Fruit Juice 1% White Milk Chocolate Milk Strawberry Milk

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# WCSD Lunch Menu – All Elementary Schools

(Allegheny Valley Elementary, Russell Elementary, Sheffield Elementary, South Street Early Learning Center, Sugar Grove Elementary, Warren Area Elementary Center, Youngsville Elementary/Middle, Jefferson DeFrees Center, Beacon Light, and Headstart)

Day 16	Day 17	Day 18	Day 19	Day 20
Main Entrée Chicken Gravy Homemade Biscuit Steamed Carrots	Main Entrée Hot Ham & Cheese Sub Com	Main Entrée Hot Turkey Sandwich Mashed Potatoes (gravy Cookie	Main Entrée Macaroni and Cheese Peas	Main Entrée Chicken Fried Rice Egg roll Steamed Snow Peas
Convenience	Convenience	Convenience	Convenience	Convenience
BBQ Chicken Salad	BBQ Chicken Salad	BBQ Chicken Salad	BBQ Chicken Salad	BBQ Chicken Salad
Tuna & Cheese Wrap	Tuna & Cheese Wrap	Tuna & Cheese Wrap	Tuna & Cheese Wrap	Tuna & Cheese Wrap
Cheese Wrap	Cheese Wrap	Cheese Wrap	Cheese Wrap	Cheese Wrap
<u>Pizzeria</u>	<u>Pizzeria</u>	<u>Pizzeria</u>	<u>Pizzeria</u>	<u>Pizzeria</u>
Sausage	Sausage	Sausage	Sausage	Sausage
Cheese	Cheese	Cheese	Cheese	Cheese
Grill Line	Grill Line	Grill Line	Grill Line	Grill Line
Cheeseburgers	Cheeseburgers	Cheeseburgers	Cheeseburgers	Cheeseburgers
Available Daily Assorted Fresh Fruit Assorted Fruit Juice 1% White Milk Chocolate Milk Strawberry Milk Vanilla Milk	Available Daily Assorted Fresh Fruit Assorted Fruit Juice 1% White Milk Chocolate Milk Strawberry Milk Vanilla Milk	Available Daily Assorted Fresh Fruit Assorted Fruit Juice 1% White Milk Chocolate Milk Strawberry Milk	Available Daily Assorted Fresh Fruit Assorted Fruit Juice 1% White Milk Chocolate Milk Strawberry Milk Vanilla Milk	Available Daily Assorted Fresh Fruit Assorted Fruit Juice 1% White Milk Chocolate Milk Strawberry Milk



# WCSD Lunch Menu – All Elementary Schools

(Allegheny Valley Elementary, Russell Elementary, Sheffield Elementary, South Street Early Learning Center, Sugar Grove Elementary, Warren Area Elementary Center, Youngsville Elementary/Middle, Jefferson DeFrees Center, Beacon Light, and Headstart)

Day 21	
Main Entrée Lasagna w/ Meat Sauce or Vegetarian Lasagna Tossed Salad Garlic Breadstick	
Convenience Crispy Chicken Salad Chef Salad (no meat) Turkey & Cheese Wrap Cheese Wrap	
<u>Pizzeria</u> Pepperoni Cheese	
Grill Line Chicken Nuggets	
Available Daily Assorted Fresh Fruit Assorted Fruit Juice 1% White Milk Chocolate Milk Strawberry Milk	
Vanilla Milk	

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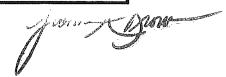
# WCSD Lunch Menu - All High Schools & Middle School

(Eisenhower Middle/High School, Sheffield Area Middle/High School, Warren Area High School, Youngsville High School, Beaty-Warren Middle School)

	Day 2	Day 3	Day 4	Day 5
	Main Entrée Chicken Fingers Mashed Potatoes (gravy) Seasoned Corn	Main Entrée Philly Cheese steak Tater Tots Carrot Sticks Cookie	Main Entrée French Toast Sticks Sausage Mandarin Oranges	Main Entrée Chicken Taco Salsa Steamed Rice
Convenience Chef Salad Chef Salad (no meat) Turkey & Cheese Wrap Cheese Wrap	Convenience Chef Salad Chef Salad (no meat) Turkey & Cheese Wrap Cheese Wrap	Convenience Chef Salad Chef Salad (no meat) Turkey & Cheese Wrap Cheese Wrap	Convenience Chef Salad Chef Salad (no meat) Turkey & Cheese Wrap Cheese Wrap	Convenience Chef Salad Chef Salad Chef Salad (no meat) Turkey & Cheese Wrap Cheese Wrap
	<u>Pizzeria</u> Pepperoni Cheese	Pizzeria Pepperoni Cheese	<u>Pizzeria</u> Pepperoni Cheese	<u>Pizzeria</u> Pepperoni Cheese
	Pasta Bar (choice of sauce) Marinara Sauce Meat Sauce Cheese Sauce			
	Grill Line Chicken Patties Cheeseburgers	Grill Line Chicken Patties Cheeseburgers	Grill Line Chicken Patties Cheeseburgers	Grill Line Chicken Patties Cheeseburgers
	Available Daily Assorted Fresh Fruit Assorted Fruit Juice 1% White Milk Chocolate Milk Strawberry Milk	Available Daily Assorted Fresh Fruit Assorted Fruit Juice 1% White Milk Chocolate Milk Strawberry Milk	Available Daily Assorted Fresh Fruit Assorted Fruit Juice 1% White Milk Chocolate Milk Strawberry Milk	Available Daily Assorted Fresh Fruit Assorted Fruit Juice 1% White Milk Chocolate Milk Strawberry Milk

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Day 6	Day 7	Day 8	Day 9	Day 10
<u>Main Entrée</u> Corn Dog Baked Potato Wedges	Main Entrée Chicken Parmesan w/ Pasta Seasoned Peas	Main Entrée Grilled Cheese Tomato Soup Cookie	Main Entrée Spaghetti & Meatballs Tossed Salad	Main Entrée BBQ Chicken Sandwich Carrot & Celery Stick Ranch dressing
<u>Convenience</u>	Convenience	Convenience	Convenience	Convenience
Chicken Caesar Salad	Chicken Caesar Salad	Chicken Caesar Salad	Chicken Caesar Salad	Chicken Caesar Salad
Caesar Salad	Caesar Salad	Caesar Salad	Caesar Salad	Caesar Salad
Italian Hoagie	Italian Hoagie	Italian Hoagie	Italian Hoagie	Italian Hoagie
<u>Pizzeria</u>	<u>Pizzeria</u>	<u>Pizzeria</u>	<u>Pizzeria</u>	<u>Pizzeria</u>
Bacon	Bacon	Bacon	Bacon	Bacon
Cheese	Cheese	Cheese	Cheese	Cheese
Taco Bar w/ Fixings	Taco Bar w/ Fixings	Taco Bar w/ Fixings	Taco Bar w/ Fixings	Taco Bar w/ Fixings
(choice of meat)	(choice of meat)	(choice of meat)	(choice of meat)	(choice of meat)
Ground Beef	Ground Beef	Ground Beef	Ground Beef	Ground Beef
Chicken	Chicken	Chicken	Chicken	Chicken
Grill Line	Grill Line	<b>Grill Line</b>	Grill Line	Grill Line
Chicken Patties	Chicken Patties	Chicken Patties	Chicken Patties	Chicken Patties
Cheeseburgers	Cheeseburgers	Cheeseburgers	Cheeseburgers	Cheeseburgers
Available Daily Assorted Fresh Fruit Assorted Fruit Juice 1% White Milk Chocolate Milk Strawberry Milk	Available Daily Assorted Fresh Fruit Assorted Fruit Juice 1% White Milk Chocolate Milk Strawberry Milk Vanilla Milk	Available Daily Assorted Fresh Fruit Assorted Fruit Juice 1% White Milk Chocolate Milk Strawberry Milk	Available Daily Assorted Fresh Fruit Assorted Fruit Juice 1% White Milk Chocolate Milk Strawberry Milk Vanilla Milk	Available Daily Assorted Fresh Fruit Assorted Fruit Juice 1% White Milk Chocolate Milk Strawberry Milk



<u>Day 11</u>	Day 12	Day 13	Day 14	Day 15
Main Entrée Beef Tacos w/ Fixings Corn	<u>Main Entrée</u> Chicken Nuggets Perogies Green Beans	Main Entrée Sloppy Joe on a bun Baked Potato Wedges Cookie	Main Entrée Egg and Cheese Burrito Hash Brown Cinnamon Apples	Main Entrée Fish Tater Tots Seasoned Broccoli
Convenience	<u>Convenience</u>	<u>Convenience</u>	Convenience	Convenience
Antipasto Salad	Antipasto Salad	Antipasto Salad	Antipasto Salad	Antipasto Salad
Chicken Ranch Wrap	Chicken Ranch Wrap	Chicken Ranch Wrap	Chicken Ranch Wrap	Chicken Ranch Wrap
<u>Pizzeria</u>	<u>Pizzeria</u>	Pizzeria	<u>Pizzeria</u>	<u>Pizzeria</u>
White	White	White	White	White
Cheese	Cheese	Cheese	Cheese	Cheese
Pasta Bar	Pasta Bar	Pasta Bar	Pasta Bar	Pasta Bar
(choice of sauce)	(choice of sauce)	(choice of sauce)	(choice of sauce)	(choice of sauce)
Marinara Sauce	Marinara Sauce	Marinara Sauce	Marinara Sauce	Marinara Sauce
Meat Sauce	Meat Sauce	Meat Sauce	Meat Sauce	Meat Sauce
Cheese Sauce	Cheese Sauce	Cheese Sauce	Cheese Sauce	Cheese Sauce
Grill Line	Grill Line	Grill Line	Grill Line	Grill Line
Chicken Patties	Chicken Patties	Chicken Patties	Chicken Patties	Chicken Patties
Cheeseburgers	Cheeseburgers	Cheeseburgers	Cheeseburgers	Cheeseburgers
Available Daily Assorted Fresh Fruit Assorted Fruit Juice 1% White Milk Chocolate Milk Strawberry Milk Vanilla Milk	Available Daily Assorted Fresh Fruit Assorted Fruit Juice 1% White Milk Chocolate Milk Strawberry Milk	Available Daily Assorted Fresh Fruit Assorted Fruit Juice 1% White Milk Chocolate Milk Strawberry Milk Vanilla Milk	Available Daily Assorted Fresh Fruit Assorted Fruit Juice 1% White Milk Chocolate Milk Strawberry Milk Vanilla Milk	Available Daily Assorted Fresh Fruit Assorted Fruit Juice 1% White Milk Chocolate Milk Strawberry Milk

<u>Day 16</u>	Day 17	Day 18	Day 19	Day 20
Main Entrée Chicken Gravy Homemade Biscuit Steamed Carrots	<u>Main Entrée</u> Hot Ham & Cheese Sub Corn	Main Entrée Hot Turkey Sandwich Mashed Potatoes (gravy Cookie	<u>Main Entrée</u> Macaroni and Cheese Peas	Main Entrée Chicken Fried Rice Egg roll Steamed Snow Peas
Convenience	Convenience	<u>Convenience</u>	Convenience	Convenience
BBQ Chicken Salad	BBQ Chicken Salad	BBQ Chicken Salad	BBQ Chicken Salad	BBQ Chicken Salad
Tuna & Cheese Wrap	Tuna & Cheese Wrap	Tuna & Cheese Wrap	Tuna & Cheese Wrap	Tuna & Cheese Wrap
Cheese Wrap	Cheese Wrap	Cheese Wrap	Cheese Wrap	Cheese Wrap
<u>Pizzeria</u>	<u>Pizzeria</u>	<u>Pizzeria</u>	<u>Pizzeria</u>	<u>Pizzeria</u>
Sausage	Sausage	Sausage	Sausage	Sausage
Cheese	Cheese	Cheese	Cheese	Cheese
Taco Bar w/ Fixings	Taco Bar w/ Fixings	Taco Bar w/ Fixings	Taco Bar w/ Fixings	Taco Bar w/ Fixings
(choice of meat)	(choice of meat)	(choice of meat)	(choice of meat)	(choice of meat)
Ground Beef	Ground Beef	Ground Beef	Ground Beef	Ground Beef
Chicken	Chicken	Chicken	Chicken	Chicken
<u><b>Grill Line</b></u>	Grill Line	Grill Line	Grill Line	Grill Line
Chicken Patties	Chicken Patties	Chicken Patties	Chicken Patties	Chicken Patties
Cheeseburgers	Cheeseburgers	Cheeseburgers	Cheeseburgers	Cheeseburgers
Available Daily Assorted Fresh Fruit Assorted Fruit Juice 1% White Milk Chocolate Milk Strawberry Milk Vanilla Milk	Available Daily Assorted Fresh Fruit Assorted Fruit Juice 1% White Milk Chocolate Milk Strawberry Milk Vanilla Milk	Available Daily Assorted Fresh Fruit Assorted Fruit Juice 1% White Milk Chocolate Milk Strawberry Milk	Available Daily Assorted Fresh Fruit Assorted Fruit Juice 1% White Milk Chocolate Milk Strawberry Milk Vanilla Milk	Available Daily Assorted Fresh Fruit Assorted Fruit Juice 1% White Milk Chocolate Milk Strawberry Milk Vanilla Milk

<u>Day 21</u>	
Main Entrée Lasagna w/ Meat Sauce or Vegetarian Lasagna Tossed Salad Garlic Breadstick	
Convenience Crispy Chicken Salad Chef Salad (no meat) Turkey & Cheese Wrap Cheese Wrap	
<u>Pizzeria</u> Vegetable Cheese	
Pasta Bar (choice of sauce) Marinara Sauce Meat Sauce Cheese Sauce	
Grill Line Chicken Patties Cheeseburgers	
Available Daily Assorted Fresh Fruit Assorted Fruit Juice 1% White Milk Chocolate Milk Strawberry Milk Vanilla Milk	

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### WCSD Breakfast Menu - Elementary Schools

(Allegheny Valley Elementary, Russell Elementary, Sheffield Elementary, South Street Early Learning Center, Sugar Grove Elementary, Warren Area Elementary Center, Youngsville Elementary/Middle, and Headstart)

Day 1	Day 2	Day 3	Day 4	Day 5
<u>Main Entrée</u> Breakfast Pizza	<u>Main Entrée</u> Pancakes w/ Bacon	Main Entrée Cheese Eggs w/ Toast or Eggs w/ Toast	<u>Main Entrée</u> Cinnamon Roll	Main Entrée Open Face English Muffin Sandwich
<u>Available Daily</u> Yogurt Cereal w/ Toast	Available Daily Yogurt Cereal w/ Toast	Available Daily Yogurt Cereal w/ Toast	<u>Available Daily</u> Yogurt Cereal w/ Toast	Available Daily Yogurt
Pop Tarts Assorted Fresh Fruit	Pop Tarts Assorted Fresh Fruit	Pop Tarts Assorted Fresh Fruit	Pop Tarts Assorted Fresh Fruit	Cereal w/ 10ast Pop Tarts Assorted Fresh Fruit
Assorted Fruit Juice 1% White Milk Chocolate Mill.	Assorted Fruit Juice 1% White Milk	Assorted Fruit Juice 1% White Milk	Assorted Fruit Juice 1% White Milk	Assorted Fruit Juice 1% White Milk
Chocolate Milk Strawberry Milk Vanilla Milk	Cnocolate Milk Strawberry Milk Vanilla Milk	Chocolate Milk Strawberry Milk Vanilla Milk	Chocolate Milk Strawberry Milk Vanilla Milk	Chocolate Milk Strawberry Milk Vanilla Milk
Day 6	Day 7	Day 8	Day 9	<u>Day 10</u>
Main Entrée French Toast Sticks w/ Sausage	<u>Main Entrée</u> Grilled Cheese	<u>Main Entrée</u> Breakfast Burrito	<u>Main Entrée</u> Cinnamon Roll	<u>Main Entrée</u> Waffle w/ Bacon
Available Daily	Available Daily	Available Daily	Available Daily	Available Daily
Cereal w/ Toast	Cereal w/ Toast	r ogurt Cereal w/ Toast	Yogurt Cereal w/ Toast	Yogurt Cereal w/ Toast
Assorted Fresh Fruit	Fop Larts Assorted Fresh Fruit	Pop Tarts Assorted Fresh Fruit	Pop Tarts Assorted Fresh Fruit	Pop Tarts Assorted Fresh Fruit
Assorted Fruit Juice 1% White Milk	Assorted Fruit Juice	Assorted Fruit Juice	Assorted Fruit Juice	Assorted Fruit Juice
Chocolate Milk	Chocolate Milk	Chocolate Milk	Chocolate Milk	1% white Milk Chocolate Milk
Suawberry Milk Vanilla Milk	Strawberry Milk Vanilla Milk	Strawberry Milk Vanilla Milk	Strawberry Milk Vanilla Milk	Strawberry Milk Vanilla Milk

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## WCSD Breakfast Menu - Elementary Schools

(Allegheny Valley Elementary, Russell Elementary, Sheffield Elementary, South Street Early Learning Center, Sugar Grove Elementary, Warren Area Elementary Center, Youngsville Elementary/Middle, and Headstart )

Day 11	<u>Day 12</u>	Day 13	Day 14	Day 15
<u>Main Entrée</u> Breakfast Pizza	Main Entrée Pancakes w/ Bacon	Main Entrée Cheese Eggs w/ Toast or Eggs w/ Toast	<u>Main Entrée</u> Cinnamon Roll	Main Entrée Open Face Bagel Sandwich
Available Daily Yogurt Cereal w/ Toast	Available Daily Yogurt Cereal w/ Toast	Available Daily Yogurt Cereal w/ Toast	<u>Available Daily</u> Yogurt Cereal w/ Toast	Available Daily Yogurt Cereal w/ Toast
Assorted Fresh Fruit Assorted Fruit Juice 1% White Milk	Pop Tarts Assorted Fresh Fruit Assorted Fruit Juice 1% White Main	Pop Tarts Assorted Fresh Fruit Assorted Fruit Juice	Pop Tarts Assorted Fresh Fruit Assorted Fruit Juice	Pop Tarts Assorted Fresh Fruit Assorted Fruit Juice
Chocolate Milk Strawberry Milk Vanilla Milk	Chocolate Milk Strawberry Milk Vanilla Milk	1% white Milk Chocolate Milk Strawberry Milk Vanilla Milk	1% White Milk Chocolate Milk Strawberry Milk Vanilla Milk	1% White Milk Chocolate Milk Strawberry Milk
<u>Day 16</u>	<u>Day 17</u>	Day 18	<u>Day 19</u>	Day 20
Main Entrée French Toast Sticks w/ Sausage	<u>Main Entrée</u> Grilled Cheese	<u>Main Entrée</u> Breakfast Burrito	<u>Main Entrée</u> Cinnamon Roll	<u>Main Entrée</u> Waffle w/ Bacon
Available Daily Yogurt	<u>Available Daily</u> Yogurt	Available Daily Yogurt	Available Daily Yogurt	Available Daily
Cereal w/ Toast Pop Tarts	Cereal w/ Toast Pop Tarts	Cereal w/ Toast Pop Tarts	Cereal w/ Toast Pop Tarts	Cereal w/ Toast Pon Tarts
Assorted Fresh Fruit Assorted Fruit Juice	Assorted Fresh Fruit Assorted Fruit Juice	Assorted Fresh Fruit Assorted Fruit Juice	Assorted Fresh Fruit Assorted Fruit Juice	Assorted Fresh Fruit Assorted Fruit Inice
1% white Milk Chocolate Milk	1% White Milk Chocolate Milk	1% White Milk Chocolate Milk	1% White Milk	1% White Milk
Strawberry Milk Vanilla Milk	Strawberry Milk Vanilla Milk	Strawberry Milk Vanilla Milk	Strawberry Milk Vanilla Milk	Chocolate Milk Strawberry Milk Vanilla Milk

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### WCSD Breakfast Menu - Elementary Schools

(Allegheny Valley Elementary, Russell Elementary, Sheffield Elementary, South Street Early Learning Center, Sugar Grove Elementary, Warren Area Elementary Center, Youngsville Elementary/Middle, and Headstart)

Day 21	
<u>Main Entrée</u> Breakfast Pizza	
Available Daily Yogurt	
Cereal w/ Toast	
Pop Tarts	
Assorted Fresh Fruit	
Assorted Fruit Juice	
1% White Milk	************
Chocolate Milk	
Strawberry Milk	
Vanilla Milk	

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Day 1	Day 2	Day 3	Day 4	Day 5
<u>Main Entrée</u> Breakfast Pizza	Main Entrée Pancakes w/ Bacon	Main Entrée Cheese Eggs w/ Toast or Eggs w/ Toast	<u>Main Entrée</u> Cinnamon Roll	Main Entrée English Muffin Sandwich
Available Daily	Available Daily	Available Daily	Available Daily	Available Daily
Muffins	Muffins	Muffins	Muffins	Yogurt Parfaits
Yogurt Parfaits	Yogurt Parfaits	Yogurt Parfaits	Yogurt Parfaits	Bagels
Bagels G:	Bagels	Bagels	Bagels	Cinnamon Rolls
Cinnamon Kolis	Cinnamon Rolls	Cinnamon Rolls	Cinnamon Rolls	Pop Tarts
Pop larts	Pop Tarts	Pop Tarts	Pop Tarts	Assorted Cereal
Assorted Cereal	Assorted Cereal	Assorted Cereal	Assorted Cereal	Assorted Fresh Fruit
Assorted Fresh Fruit	Assorted Fresh Fruit	Assorted Fresh Fruit	Assorted Fresh Fruit	Assorted Fruit Inice
Assorted Fruit Juice	Assorted Fruit Juice	Assorted Fruit Juice	Assorted Fruit Juice	1% White Milk
1% White Milk	1% White Milk	1% White Milk	1% White Milk	Chocolate Milk
Chocolate Milk	Chocolate Milk	Chocolate Milk	Chocolate Milk	Strawberry Milk
Strawberry Milk	Strawberry Milk	Strawberry Milk	Strawberry Milk	Vanilla Milk
Vanilla Milk	Vanilla Milk	Vanilla Milk	Vanilla Milk	V dining 1vills

Day 6	Day 7	Day 8	Day 9	<u>Day 10</u>
<u>Main Entrée</u> French Toast Sticks w/ Sausage	<u>Main Entrée</u> Grilled Cheese	<u>Main Entrée</u> Breakfast Burrito	<u>Main Entrée</u> Cinnamon Roll	<u>Main Entrée</u> Waffle w/ Bacon
Available Daily	Available Daily	Available Daily	Available Daily	Available Daily
Muttins	Muffins	Muffins	Muffins	Muffins
Yogurt Partaits	Yogurt Parfaits	Yogurt Parfaits	Yogurt Parfaits	Yogurt Parfaits
Bagels	Bagels	Bagels	Bagels	Bagels
Cinnamon Kolls	Cinnamon Rolls	Cinnamon Rolls	Cinnamon Rolls	Cinnamon Rolls
Pop larts	Pop Tarts	Pop Tarts	Pop Tarts	Pop Tarts
Assorted Cereal	Assorted Cereal	Assorted Cereal	Assorted Cereal	Assorted Cereal
Assorted Fresh Fruit	Assorted Fresh Fruit	Assorted Fresh Fruit	Assorted Fresh Fruit	Assorted Fresh Fruit
Assorted Fruit Juice	Assorted Fruit Juice	Assorted Fruit Juice	Assorted Fruit Juice	Assorted Fruit Inice
1% White Milk	1% White Milk	1% White Milk	1% White Milk	1% White Milk
Chocolate Milk	Chocolate Milk	Chocolate Milk	Chocolate Milk	Chocolate Milk
Strawberry Milk	Strawberry Milk	Strawberry Milk	Strawberry Milk	Strawberry Milk
Vanilla Milk	Vanilla Milk	Vanilla Milk	Vanilla Milk	Vanilla Milk

<u>Day 11</u>	<u>Day 12</u>	Day 13	Day 14	Day 15
<u>Main Entrée</u> Breakfast Pizza	<u>Main Entrée</u> Pancakes w/ Bacon	Main Entrée Cheese Eggs w/ Toast or Eggs w/ Toast	<u>Main Entrée</u> Cinnamon Roll	<u>Main Entrée</u> Bagel Sandwich
Available Daily Muffins	Available Daily	Available Daily	Available Daily	Available Daily
Yogurt Parfaits	Vomit Parfaits	Murrins	Muffins	Muffins
Bagels	Bagels	i ogun ranans Bagels	Yogurt Partaits	Yogurt Parfaits
Cinnamon Rolls	Cinnamon Rolls	Cinnamon Rolls	Cinnamon Rolls	Bagels Cinnamon Rolls
Pop Tarts	Pop Tarts	Pop Tarts	Pop Tarts	Pon Tarts
Assorted Cereal	Assorted Cereal	Assorted Cereal	Assorted Cereal	Assorted Cereal
Assorted Fresh Fruit	Assorted Fresh Fruit	Assorted Fresh Fruit	Assorted Fresh Fruit	Assorted Fresh Fruit
Assorted Fruit Juice	Assorted Fruit Juice	Assorted Fruit Juice	Assorted Fruit Juice	Assorted Fruit Juice
1% White Milk	1% White Milk	1% White Milk	1% White Milk	1% White Milk
Chocolate Milk	Chocolate Milk	Chocolate Milk	Chocolate Milk	Chocolate Milk
Strawberry Milk	Strawberry Milk	Strawberry Milk	Strawberry Milk	Strawberry Milk
Vanilla Milk	Vanilla Milk	Vanilla Milk	Vanilla Milk	Vanilla Mill

<u>Day 16</u>	Day 17	Day 18	<u>Day 19</u>	Day 20
Main Entrée French Toast Sticks w/ Sausage	<u>Main Entrée</u> Grilled Cheese	<u>Main Entrée</u> Breakfast Burrito	<u>Main Entrée</u> Cinnamon Roll	<u>Main Entrée</u> Waffle w/ Bacon
Available Daily Muffins Yogurt Parfaits Bagels Cinnamon Rolls Pop Tarts Assorted Cereal Assorted Fruit Juice 1% White Milk Chocolate Milk Strawberry Milk Vanilla Milk	Available Daily Muffins Yogurt Parfaits Bagels Cinnamon Rolls Pop Tarts Assorted Cereal Assorted Fresh Fruit Assorted Fruit Juice 1% White Milk Chocolate Milk Strawberry Milk	Available Daily Muffins Yogurt Parfaits Bagels Cinnamon Rolls Pop Tarts Assorted Cereal Assorted Fresh Fruit Assorted Fruit Juice 1% White Milk Chocolate Milk Strawberry Milk	Available Daily Muffins Yogurt Parfaits Bagels Cinnamon Rolls Pop Tarts Assorted Cereal Assorted Fresh Fruit Assorted Fruit Juice 1% White Milk Chocolate Milk Strawberry Milk	Available Daily Muffins Yogurt Parfaits Bagels Cinnamon Rolls Pop Tarts Assorted Cereal Assorted Fruit Assorted Fruit Chocolate Milk Chocolate Milk



Day 21	
Main Entrée Breakfast Pizza	
Available Daily	
Muffins	
Yogurt Parfaits	
Bagels	
Cinnamon Rolls	
Pop Tarts	
Assorted Cereal	
Assorted Fresh Fruit	
Assorted Fruit Juice	
1% White Milk	
Chocolate Milk	
Strawberry Milk	
Vanilla Milk	

### AFFIDAVIT OF PUBLICATION

Legal Notice

Warren County School District
Attention: Food Service Management Companies
The Warren County School District is requesting
proposals for school food service management
services. The Food Service Management
Company will provide management services
according to United States Department of
Agriculture (USDA) regulations and guidelines, as
well as the Pennsylvania Department of Education
policies and guidelines.

Food Service Management Companies and/or their representatives may submit proposals to:

Warren County School District In C/O Petter Turnquist, Business Administrator 185 Hospital Drive Warren, PA 16365

The Warren County School District Board of School Directors reserves the right to accept or reject any and/or all proposals or to accept the proposal that it finds, in its sole discretion, to be in the best interest of the school district.

A pre-bid meeting and walk-through is scheduled for February 17, 2009 at 9:00 a.m. at 185 Hospital Drive; Warren, PA. Interested bidders will tour twelve (12) sites within the WCSD.

All proposals must be submitted no later than 2:00 p.m. on March 17, 2009. All proposals should be delivered in a sealed envelope and addressed to the Warren County School District and be clearly marked: Food Service Management Proposal.

Ruth A. Huck \
Board Secretary

January 30, Feburary 6, 9, 2009-3t

066617

State of Pennsylvania

County of Warren

City of Warren

Shelly Bacon being duly sworn, deposes and says that
she is the Principal Clerk for the Ogden Newspapers, Inc.
the publisher of The Times Observer, a daily newspaper published
in the City of Warren, Warren County, State of Pennsylvania,
printed in the City of Jamestown, Chautauqua County, State of New York,
and that a notice of which the annexed is a printed copy, was
published in said newspaper on the following date(s)

January 30, February 6 & 9, 2009

Signed:

Shelly Bacon, Accounting Clerk

Signed before me this 9th day of February 2009

Muley Allelon

Notary Public

SHIRLEY A. DILLON
Notary Public, State of New York
No. 01DI6093399
Qualified in Chautauqua County
Commission Expires June 2, 20

June Sum

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### OATH of PUBLICATION Ιn THE ERIE TIMES-NEWS

### COMBINATION EDITION

WARREN COUNTY SCHOOL DISTRICT 185 HOSPITAL DR WARREN PA 16365-5298

REFERENCE: L0962630 FOOD SERVICE

0000938324 WARRENCOUNTYSCHOOLDI

STATE OF PENNSYLVANIA) COUNTY OF ERIE SS:

Rosanne Cheeseman being duly sworn, deposes and says that she is the Publisher of the Times Publishing Company, which publishes: the Erie Times-News, established October 2,2000, a daily newspaper of general circulation, successor, | by consolidation, of the Morning News, established January 1957, and the Erie Daily Times, established April 1888, daily newspapers of general circulation and published at Erie, Erie County, Pennsylvania, and that the notice of which the attached is a copy published, in the regular editions of said newspaper of the dates referred to below. Affiant further deposes that she is duly authorized by the TIMES PUBLISHING COMPANY, publisher of The Erie Times-News to verify the foregoing statement under oath, and affiant is not! interested in the subject matter of the aforesaid | notice or advertisement, and that all allegations

in the forgoing statement as to time, place and

PUBLISHED ON: 01/30 02/06 02/09

character of publication are true.

TOTAL COST:

547.00

AD SPACE: 60 LINE!

FILED ON:

02/09/09

Sworn to and subscribed before me this

2009 Affiant:

**NOTARIAL SEAL** 

TAMI J. BROWN, NOTARY PUBLIC ERIE, ERIE COUNTY, PENNA.

MY COMMISSION EXPIRES ON MARCH 30, 2010

Warren County Warren County
School District
Attention: Food Service
Management Companies
THE Warren County
School District is request-School District is requesting proposals for school
food service management services. The Food
Service Management
Company will provide
management services
according to United Company will provide management services according to United States Department of Agriculture (USDA) regulations and guidelines, as well as the Pennsylvania Department of Education policies and guidelines. Food Service Management Companies and/or their representatives may submit proposals to:

Warren County School District In C/O Petter Turnquist, Business Administrator 185 Hospital Drive Warren, PA 16365
The Warren County School District Board of School District Boa

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All proposals must be submitted no later than 2:00 p.m. on March 17, 2009.
All proposals should be delivered in a sealed envelope and addressed to the Warren County School District and be clearly marked: Food Service Management Proposal. Ruth A. Huck Board Secretary (1-938324-NT-30-6-9) All proposals must be sub-

### WARREN COUNTY SCHOOL DISTRICT OFFICE OF THE SUPERINTENDENT MEMORANDUM

TO:

ERIE TIMES NEWS, CLASSIFIED DEPARTMENT

FROM:

RUTH A. HUCK, BOARD SECRETARY

SUBJECT:

LEGAL ADVERTISEMENT

DATE:

JANUARY 27, 2009

PHONE: (814) 723-6900 EXT. 2123

### Please run the following legal advertisement in the Erie Times News on:

Friday, January 30, 2009; Friday, February 6, 2009 Monday February 9, 2009

### Legal Notice

Warren County School District Attention: Food Service Management Companies

The Warren County School District is requesting proposals for school food service management services. The Food Service Management Company will provide management services according to United States Department of Agriculture (USDA) regulations and guidelines, as well as the Pennsylvania Department of Education policies and guidelines.

Food Service Management Companies and/or their representatives may submit proposals to:

Warren County School District In C/O Petter Turnquist, Business Administrator 185 Hospital Drive Warren, PA 16365

The Warren County School District Board of School Directors reserves the right to accept or reject any and/or all proposals or to accept the proposal that it finds, in its sole discretion, to be in the best interest of the school district.

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All proposals must be submitted no later than 2:00 p.m. on March 17, 2009. All proposals should be delivered in a sealed envelope and addressed to the Warren County School District and be clearly marked: <u>Food Service Management Proposal</u>.

Ruth A. Huck Board Secretary

### PLEASE CONTACT RUTH HUCK TO CONFIRM RECEIPT OF THIS DOCUMENT

185 Hospital Drive Warren, Pennsylvania 16365 Phone: 814-723-6900 Fax: 814-726-1060

Email: ruth.huck@wcsdpa.org

June Grow

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### ADVERTISING EXPENSE CHECK PROCESSING

VENDOR NO:	28847	
VENDOR NAME:	Erie Times News	
INVOICE/BILLING DATE:	02/09/09	

ASN NO.	AMOUNT	DESCRIPTION	DAYS
0223100000000000/540	\$540.00	Food Service Management (01-30, 02-06, 02-09)	3
	\$7.00	Affidavit	
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SUB TOTAL	\$547.00		
OUD TOTAL	<u> </u>	·	
SUB TOTAL	\$0.00		
SUB TOTAL	\$0.00		
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SUB TOTAL	\$0.00		
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SUB TOTAL	\$0.00		
TOTAL	\$547.00		
OFFICE USE:	ASN#		
01 2310 000 00 00	000/540	Board of Ed Advertising	
01 2390 000 00 35	000/540	Human Resources Advertising	
01 1390 000 24 07	000/810	Career Center Advertising	
01 2500 000 00 35		Business Admin/Other Advertising	
01 2610 000 00 35		Buildings & Grounds Advertising	
01 3200 000 00 35	000/540	Athletics/Co-curricular Adversing	
		Others: (For special accounts such as Adult Ed., School-to-	
		Work, etc., a budget ASN number should be provided from	
		the individual responsible for the budget area.)	1
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			<b>J</b>

Jumes Brown

### Erie Times-News

TIMES SQUARE 205 W. 12th STREET

ERIE, PENNSYLVANIA 16534-0001

TEL: (814) 870-1600 FAX: (814) 870-1632 FED ID #: 25-0839114

NEWSPAPER REFERENCE

DATE

								<u> </u>
BILLING PERIOD			ADVERTIS	ER/CLIENT	NAME			
02/09/09 - 02/	09/09	WARREN	COUNTY	SCH	OOL	DIS'	ΓRΙ	
TOTAL AMOUNT DUE	INVOIC	E NUMBER		TERMS	OF PAYM	ENT		
547.00	239	917769	NET	30	DAYS	3		

INVOICE		
PAGE # BILLING DATE	BILLED ACCOUNT NAME AND ADDRESS	REMITTANCE ADDRESS
1 02/09/09 BILLED ACCOUNT NUMBER	WARREN COUNTY SCHOOL DISTRICT 185 HOSPITAL DR WARREN PA 16365-5298	Erie Times News
L0962630		P.O. BOX 6137
ADVERTISER/CLIENT NUMBER		Erie, Pa 16512-6137

### PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE

DESCRIPTION-OTHER COMMENTS/CHARGES

01/30	0000:		FOOD SERVE 225 000093 RUTH HUCK AFFIDAVIT	38324 FEE	1x60L 180L		3	7.00
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		BILLING	PERIOD	BILLED ACCOUNT NUMBER	ADVERTISER/CLIENT N	NUMBER		RTISER/CLIENT NAME
239	17769	02/09/09	- 02/09/09	L0962630			WARREN	COUNTY SCH
				l	·			

### MAKIN' IT HAPPEN

**HOW TO BUY AN AD:** Call 456-7021, stop in our front lobby, or call Toll Free in PA 800-352-0043.

For your convenience we accept







### TO ENSURE PROPER CREDIT TO YOUR ACCOUNT.

- 1. Allow 3 days for mail payments.
- Make check or money order payable to Crit Times News Do Not Mail Cash.

TIMES RUN

GROSS AMOUNT

NET AMOUNT

0.0

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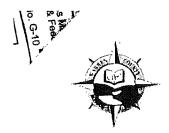
DIMENSIONS

BILLED UNITS

- Make sure your name and account number appear on your check or money order.
- Mail your payment and the stub above in the preaddressed envelope provided.

Questions about your bill?
To place a classified ad
For home newspaper delivery

(814) 870-1618 (814) 456-7021 (814) 453-4691



### CENTRAL ADMINISTRATIVE OFFICES 185 HOSPITAL DRIVE WARREN PA 16365-4885

ROBERT E. TERRILL, ED. D. SUPERINTENDENT

January 28, 2009

Mr. Stephen Herchenrider Director, Client Development ARAMARK Education 123 Taylors Mill Road Downingtown, PA 19335

Dear Mr. Herchenrider,

The Warren County School District invites you to participate in our Food Service Management procurement process. A mandatory pre-bid conference, and walk-thru, is scheduled for February 17, 2009, at 9:00 a.m. The public bid opening will be on March 17, 2009, at 2:00 p.m. Both the pre-bid conference and the bid opening will be held at the district's central offices, located at 185 Hospital Drive; Warren, PA 16365. The contract will be a fixed price contract.

Interested parties should contact Mr. Petter Turnquist, Business Manager, at (814) 723-6900, ext. 2151 to obtain a bid packet.

Enclosed is some additional information regarding the Warren County School District. We look forward to hearing from you soon.

Sincerely,

Dr. Robert E. Terrill Superintendent

Robert Terrill

Enc:

Legal Ad - Food Service Procurement

WCSD Information

Cc:

Mr. Petter Turnquist, Business Administrator

Dr. Norbert Kennerknecht, Director of Buildings and Grounds

WWW.WCSDPA.ORG

PHONE: 814/723-6900

FAX: 814/726-1060





### CENTRAL ADMINISTRATIVE OFFICES 185 HOSPITAL DRIVE WARREN PA 16365-4885

ROBERT E. TERRILL, ED. D. SUPERINTENDENT

January 28, 2009

Ms. Barbra Stank Regional Sales Director Chartwells, The Compass Group 313 Winding Hill Lancaster, PA 17601

Dear Ms. Stank,

The Warren County School District invites you to participate in our Food Service Management procurement process. A mandatory pre-bid conference, and walk-thru, is scheduled for February 17, 2009, at 9:00 a.m. The public bid opening will be on March 17, 2009, at 2:00 p.m. Both the pre-bid conference and the bid opening will be held at the district's central offices, located at 185 Hospital Drive; Warren, PA 16365. The contract will be a fixed price contract.

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Dr. Robert E. Terrill Superintendent

Robert Terril

Enc: Legal Ad – Food Service Procurement

WCSD Information

WWW WCSDPA.ORG

Cc: Mr. Petter Turnquist, Business Administrator

Dr. Norbert Kennerknecht, Director of Buildings and Grounds

PHONE: 814/723-6900 FAX: 814/726-106





### CENTRAL ADMINISTRATIVE OFFICES 185 HOSPITAL DRIVE WARREN PA 16365-4885

ROBERT E. TERRILL, ED. D. SUPERINTENDENT

January 28, 2009

Mr. Toby Homer Vice President Metz & Associates, Inc. 2 Woodland Drive Dallas, PA 18612

Dear Mr. Homer,

The Warren County School District invites you to participate in our Food Service Management procurement process. A mandatory pre-bid conference, and walk-thru, is scheduled for February 17, 2009, at 9:00 a.m. The public bid opening will be on March 17, 2009, at 2:00 p.m. Both the pre-bid conference and the bid opening will be held at the district's central offices, located at 185 Hospital Drive; Warren, PA 16365. The contract will be a fixed price contract.

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Robert Terril

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Legal Ad – Food Service Procurement

WCSD Information

Cc:

Mr. Petter Turnquist, Business Administrator

Dr. Norbert Kennerknecht, Director of Buildings and Grounds

WWW.WCSDPA.ORG

PHONE: 814/723-6900

FAX: 814/726-1060 June & June & June & June & June & June & June & Marine & June & Marine & M







### CENTRAL ADMINISTRATIVE OFFICES 185 HOSPITAL DRIVE WARREN PA 16365-4885

ROBERT E. TERRILL, ED. D. SUPERINTENDENT

January 28, 2009

Ms. Jane Buttermore Vice President – Operations Sodexho Management, Inc. 6081 Hamilton Blvd. Allentown, PA 18106

Dear Ms. Buttermore,

The Warren County School District invites you to participate in our Food Service Management procurement process. A mandatory pre-bid conference, and walk-thru, is scheduled for February 17, 2009, at 9:00 a.m. The public bid opening will be on March 17, 2009, at 2:00 p.m. Both the pre-bid conference and the bid opening will be held at the district's central offices, located at 185 Hospital Drive; Warren, PA 16365. The contract will be a fixed price contract.

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Sincerely,

Dr. Robert E. Terrill Superintendent

Robert Janiel

Enc:

Legal Ad – Food Service Procurement

WCSD Information

Cc:

Mr. Petter Turnquist, Business Administrator

Dr. Norbert Kennerknecht, Director of Buildings and Grounds

WWW.WCSDPA.ORG

PHONE: 814/723-6900

FAX: 814/726-1060

Juan Lyon



CENTRAL ADMINISTRATIVE OFFICES 185 HOSPITAL DRIVE WARREN PA 16365-4885

ROBERT E. TERRILL, ED. D. SUPERINTENDENT

January 28, 2009

Ms. Pam Hamey Business Development The Nutrition Group, Nutrition Inc. 202 South Third Street West Newton, PA 15089

Dear Ms. Hamey,

The Warren County School District invites you to participate in our Food Service Management procurement process. A mandatory pre-bid conference, and walk-thru, is scheduled for February 17, 2009, at 9:00 a.m. The public bid opening will be on March 17, 2009, at 2:00 p.m. Both the pre-bid conference and the bid opening will be held at the district's central offices, located at 185 Hospital Drive; Warren, PA 16365. The contract will be a fixed price contract.

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Robert Terril

Enc:

Legal Ad - Food Service Procurement

WCSD Information

Cc:

Mr. Petter Turnquist, Business Administrator

Dr. Norbert Kennerknecht, Director of Buildings and Grounds

WWW.WCSDPA.ORG

PHONE: 814/723-6900

FAX: 814/726/1060

Sierras A Goranno

# WARREN COUNTY SCHOOL DISTRICT Food Services Bid

ADDENING ARC.	/e S		Yes	
Proposal Signed	Syreb.		slgned.	
Bid Bond Included with Bid	mclerbed		moleddel	
Bid Amount	7.59/w.M.	70 Kd	21244/541/ 21344/541/	000'00!#
Bidder	ARAMARK Inc.	Metz & Associates	The Nutrition Group	

Witnesses:

Bid Tabulation Sheet March 17, 2009 @ 2:00 p.m.

Constant A



March 17, 2009

Mr. Peter Turnquist Warren County School District 185 Hospital Drive Warren, PA 16365

Dear Mr. Turnquist;

Thank you for your interest in Metz & Associates, Ltd. as a Food Service Management Company. We must regretfully decline the proposal opportunity at this time.

We would be interested in future proposals from your organization, and look forward to future contact with you.

Thank you again for considering Metz & Associates.

Sincerely

Toby Horner

Division Vice President, School Services

Metz & Associates, Ltd.

June Sano

WARREN COUNTY SCHOOL DISTRICT PAYROLL EDIT - PAY RUN 921 REG PAY 3.27/09 SUNGARD PENTAMATION - HUMAN RESOURCES DATE: 03/24/09 TIME: 10:53:38

PAGE NUMBER: 130 MODULE NUM: PAYPRO13 SORTED BY DEPARTMENT

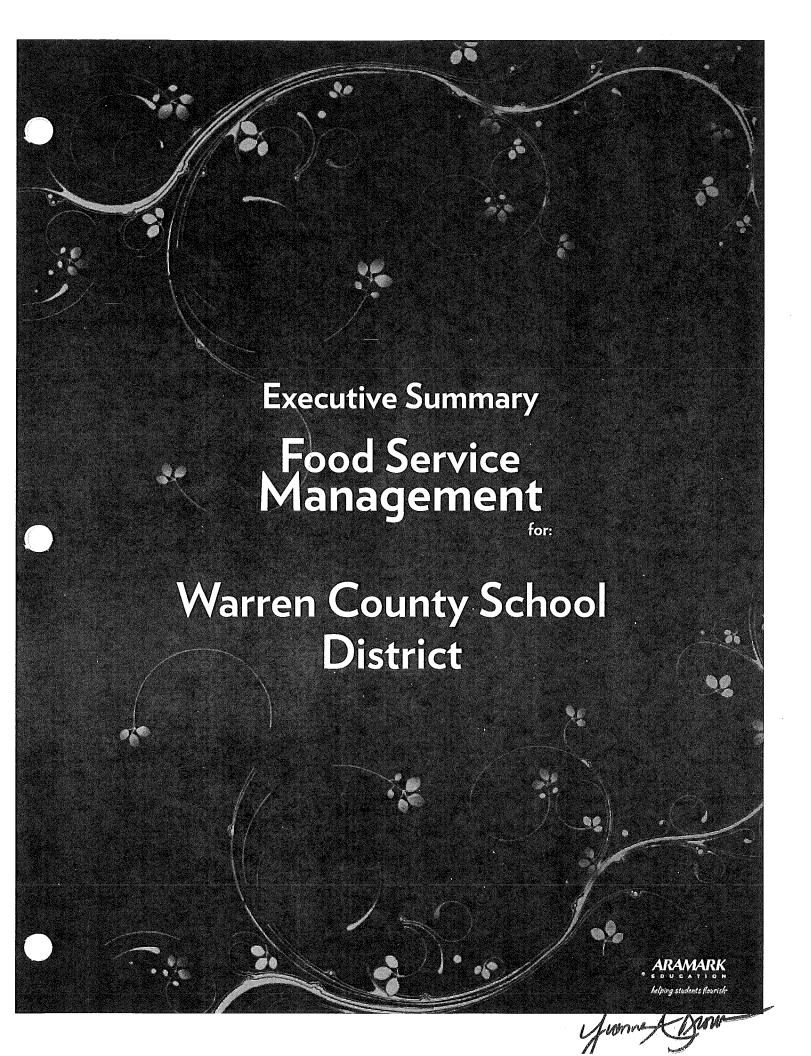
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# Warren County School District Mission Statement

The mission of the Warren County School District, where today's student is our future, is to equip all students with the educational skills necessary to achieve their unique personal potential.

# **Empowering Progress**

ARAMARK Education is excited to submit the following Proposal for the continued management of Warren County School District's Food Service Program. Our three-year partnership with the District is greatly valued, and one that we are committed to upholding for many years to come.

Through the past three years of ARAMARK service to the District, we have embraced a proactive operating climate. We believe that is what makes us so effective in both problem solving and meeting the needs of Warren County School District's students, staff, and administration.

### Then...

The partnership between Warren County School District and ARAMARK was initiated in 2006. District administration looked to ARAMARK to build a Food Service Program that would foster parental, student, staff, and community involvement. In addition, ARAMARK was entrusted to:

- Operate an efficient, effective, and financially responsible program.
- Use management expertise to manage the program to provide a surplus to the Food Service Program.
- Stay current with development of the appropriate food standard operating procedures.
- Take advantage of new technologies that could provide enhanced customer service and operational savings.
- Meet important state and federal food service requirements and standards.
- Address employee morale, retention, and training.
- Increase student, staff, and administration satisfaction.
- Provide expert leadership to build and sustain a viable Food Service Program.
- Meet health department compliance standards.
- Create high-quality and nutritious meals.



nation (1:15-5), Are With of the Worten Permission of ARAMARS

### Now...

Our guiding principle is to operate your Food Service Program with the highest standards and ethics. Justin Tech as Food Service Director and Executive Chef has brought fresh eyes and renewed enthusiasm to the program. His dedication to excellent customer service and quality meals for students is reflected throughout the Food Service Program. Additionally, his proactive approach to monitoring industry trends and policy compliance allows you to focus on the challenges and rewards of what you do best—educate your students!

### Employee Development

Service excellence does not exist without excellence in people. The success of our business rests squarely on our ability to deliver quality at the point of service. ARAMARK is devoted to attracting, retaining, and developing service-oriented people. Our team at Warren County School District is an excellent example of where quality works.

The key to our success has been the dedication and support of our people—both on-site and extended management personnel. ARAMARK provides a network of expertise to its front-line manager, the districts they operate, and the staffs they manage. We are constantly updating and refining our programs in areas of financial accountability, marketing designed to attract the interest of specific age groups, understanding of, and compliance with federal regulations regarding school food service, human resources issues, food safety, and sanitation. We stay on the cutting edge of students' tastes, and industry trends and changes in regulations. Our food service staff plays an important role in the overall health and success of the Food Service Program—they are our ambassadors to the students. Staff training, continuing education, recognition, and quality employees enable us to provide the students and staff of Warren County School District a showcase Food Service Program. Key achievements in this area include:

- Improved employee morale, teamwork, and productivity, by hosting a back-to-school staff meetings, developing an Employee of the Month Program, introducing Annual Tech Awards, which honors staff in 12 different categories and Holiday Celebrations
- Training on how to recognize a reimbursable meal
- Menu planning and food production
- Led monthly food service meetings to discuss new ideas, issues, menu development, and product preparation
- Training in updates of state and federal food service requirements to keep staff aware of ever-changing regulations by having monthly manager's meetings
- At no cost to the District, ServSafe training for all District employees was done by our onsite Director and certified instructor, Justin Tech.

# Program Management

Balancing costs and quality is what ARAMARK does better than any other management company. This enables us to meet the changing needs of our customers and clients, and reflects changes in the food service industry, as well as local, state, and federal requirements. As quality in food, customer service, and presentation improve, participation and revenues increase; as costs are managed, the net result is increased value for our customers—the students and staff of Warren County School District. By continuing to invest in the Food Service Program, introduce creative concepts, and innovation in menu design, we will excel in producing a Food Service Program that will meet the needs and expectations of the Warren County School District—increasing participation and fueling the future of our youth. Highlights include:

- Increased student participation for all meals by over 20% the past three years
- Added an Executive Chef as Food Service Director to enhance quality
- Installed an enhanced computerized Food Service Accounting (FSA) Program, to track
- Conducting daily visits to the District's kitchens to talk with, and listen to food service staff, as well as visiting and obtaining feedback from the students
- Successfully passed bi-annual local health department inspections for food safety

# Service Enhancements

ARAMARK has maximized district resources and provided significant benefits in many aspects of the program. Together, we continue to build a higher-quality program without drawing subsidies and otherwise mission-critical dollars from the District's general fund.

# WARREN COUNTY'S SCHOOLS LOOK GREAT!

Students, community, and staff of Warren County School District should be very proud of what they have accomplished for this District. ARAMARK recognizes your excellence, too.

# WARREN COUNTY SENIOR HIGH SCHOOLS

- U.B.U. Lounge is ARAMARK's marketing program for high school students, focusing on encouraging slogans, positive thinking, and a can-do attitude
- Fresh Baked Pizza station where fresh pizza dough is baked daily
- Deli Station—fresh, made-to-order deli sandwiches
- Grab-and-go area with a variety of complete meals, made fresh daily, boxed, and ready to go
  - Increased variety of healthy meal and snack choices

- Increased offerings to 12 main menu selections daily
- New service line layout, which increased line speed and participation

### WARREN COUNTY MIDDLE SCHOOL

- 12 Spot—Marketing including signage, menu placards, and food presentation—a great new look!
- Added Student Communication Center where students provide feedback and suggestions for their dining programs
- Improved menu format offering a variety of healthy choices and foods students love
- Installed new 100% Juice Slush Machine
- New service line layout to increase line speed and participation

### ALL WARREN COUNTY ELEMENTARY SCHOOLS

- Introduced Cool Caf—Marketing program at Russell Elementary, which features fresh fruit and vegetables. One World Café in place in all other elementary schools
- All elementary schools receive seven menu choices every day
- Special Chef Days—Guest Chef Justin tosses wings and other student favorites
- Added a salad plate as a daily menu option
- Healthy snack choices are available for elementary students
- A.C.E., ARAMARK's ambassador of nutrition, offers monthly prizes to students to encourage students to make healthy and nutritious choices

### Customer Service

ARAMARK focuses on customer service, because without satisfied customers, there is no demand for our service. As a partner with Warren County School District, ARAMARK has focused on our service to you, the client, and all the students, teachers, and staff, to exceed expectations in the areas of customer service, menu variety and meal presentation, and financial management.

ARAMARK understands children. We know that mealtime is an important part of the overall student experience at Warren County School District. We make mealtime both a positive nutritional and social experience for your students, by providing them nutritional choices, excellent customer service, and a positive dining environment. Satisfied customers produce increased participation. Greater participation means fuel for thought—students are well nourished and ready to learn. By feeding the appetites of the students of Warren County School District, we are helping to fuel their futures. We take pride in our

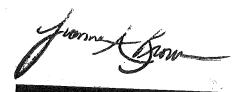
partnership with Warren County School District and the role we play in its continued success. Beyond cost savings, ARAMARK has delivered significant benefits in other areas:

- Assist with the District-run Quality Nutritional Program, which meets regularly to determine students' likes, dislikes, and ideas on how to improve the Food Service Program
- Improved the quality and excitement of the cafeteria environment
- Focus on students as customers
- Provide quality meals and nutrition standards for broad customer base

# Enhanced Community Relationships

As partners with Warren County School District, ARAMARK has had a positive impact outside of school, as well as inside. ARAMARK values your community, its students, and the employees that make it all work together. Examples include:

- Free community cooking class—five times per year
- Chef demos at the Warren County Fair
- "Tossing the Dogs" at the Warren old fashioned 4th of July parade, and the Sheffield Jubilee
- Raise money for Salvation Army by participating in Annual Polar Bear Plunge
- Sponsor a booth at Eisenhower Health Fair to provide nutritional information to community
- Offering a scholarship program for four school District students
- Using vendor partnerships to supply promotional prizes to the Food Service Program to create excitement and interest in school meals
- Hosting Grandparents Day luncheon at all elementary schools



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Financial and operational results are critical, and we achieve those results by our ability to take the program to the next level—and work collaboratively with the constituents of Warren County School District. Our innovative operations and marketing programs place emphasis on menu, equipment layout, and design options to promote a clean, fresh, and inviting environment for students and staff, while driving participation and satisfaction.

### District Needs and Goals

The following pages outline a concise summary of the program detailed in our comprehensive Proposal. We have focused on your goals to:

- Improve the overall quality and variety of menu offerings.
- Enhance the student learning environment through nutritionally sound meals.
- Emphasize training and support for on-site managers.
- Encourage student participation in meal program by providing quality and variety.
- Maximize limited financial resources by serving nutritious, cost-effective meals.
- Provide quality meals by delivering excellence in service to your students and staff.

For your convenience, we have aligned this summary to correspond with the Pennsylvania Department of Education's evaluation criteria and the points that you have allocated for each area. After each of these areas, we have listed our Proposal's section, which will provide you with any further detail you need to award ARAMARK the maximum points available.

### 35 Points—Cost and Performance Bond

(Please refer to Section 10, Financial Considerations, and Section 2, Required Documents, for more detail)

### Integrity of Cost and Revenue Information

While other companies strive for the lowest operating cost in Year One, our objective is to grow your Food Service Program with each meal served. Studies show that nutritious meals fuel the mind and grow the soul. Building program participation increases revenue for Warren County School District, and can improve the attention, absenteeism, and test scores of the students of Warren County School District. PRIMA is one of many tools available to assist ARAMARK Education managers with building a successful Food Service Program. This proprietary automated system addresses the inventory, ordering, receiving, menu development, and food production processes. By taking this proactive approach, ARAMARK Education controls food costs and differentiates itself in the industry. Our weekly operating reports allow us to monitor and identify potential issues, so course corrections can be made immediately. We know you value each and

every dollar that sustains Warren County School District. We have the proven methods and talent to keep those dollars in your schools.

# Recommendations Made To Adjust Forecast

Food Service Director Justin Tech will continue to monitor food, labor, and direct costs on a daily, weekly, and monthly basis to ensure adherence to Warren County School District operating budget. Justin's aggressive cost management also helps us achieve the budget proposed by ARAMARK Education. This close monitoring of all operating costs allows us to make recommendations and implement adjustments to effectively comply with forecasted budget. We will operate an efficient, effective, and financially responsible Food Service Program for Warren County School District.

### Methods Used to Monitor Labor Cost

Proper staffing and monitoring of labor hours is crucial to efficient and cost-effective employment of food service personnel. We strive to have the best possible staffing at the most important times—meal preparation and service times. Whether through staff training with improved efficiency in mind or streamlining service lines, we will operate a sustainable Food Service Program. Through monitoring, observation, and discussion with food service employees, staff, and students, we will provide the best service and staffing at the best labor cost available. We will bring enhanced service, revenue, and cost savings to the Warren County School District and its community.

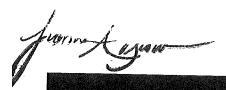
# Financial Reports for Revenue and Cost

To keep you informed about the performance status of each of your food service operations, Justin Tech will prepare written reports each month. This report provides a review of the past month, a preview of the coming month, and details of significant events or issues. We will review financial performance and special events trends. The report is an excellent summary of food service activities and documents the department's progress. Justin and his team will continue to provide you with monthly progress reports that measure and summarize the operations and fiscal results for the Food Service Department.

# 10 Points—Service Capability

(Please Refer to Section 4, Nutrition and Wellness, Section 6, Operations Excellence, and Section 9, About ARAMARK, for more detail)

The ARAMARK team has provided a robust program that has incorporated not only the District's buildings, but also several alternative education programs.



ARAMARK Education has always been on the leading edge of industry-changing trends. For more than 50 years, we have adapted our dining services to satisfy students' changing needs. This Proposal features innovative programs and solutions that address the eating habits of today's students.

By leveraging the latest technology, ARAMARK ensures financial and operational stability for Warren County School District. Our tested and proven systems, tools, and standards deliver greater efficiency in food preparation and program administration. We help you maximize every food service dollar with the power of ARAMARK resources and practices by focusing on four major areas: program administration, preparation, technology, and procurement.

# 10 Points-Financial Conditions/Stability, Business Practices

(Please refer to the Form 10K in Section 2, Required Documents, and to Section 9, About ARAMARK, for more detail)

ARAMARK is a \$13.5 billion world leader in professional services, headquartered in the United States. We provide award-winning food services, facilities management and uniforms for hospitals, universities, schools, stadiums, businesses, and many other clients. We help clients use these support services to achieve their mission.

# Company Facts

- 260,000 employees worldwide (165,000 full time in the U.S.).
- Operations in 22 countries (representing about 70% of world GDP) on four continents
- Experts in consumer preferences (surveyed over 800,000 consumers in fiscal 2007)

### **CLIENTS**

- Over 2,500 hospitals and senior living communities, serving over 60 million patients and residents (including nearly two-thirds of America's top hospitals, as listed in US News & World Report)
- Over 1,800 K-12 schools, colleges and universities, with over 7 million students (including over 85% of America's top institutions, as listed in US News & World Report)
- Thousands of corporations (including 82% of the FORTUNE 500 and nearly all of the world's 50 most admired companies, as defined by FORTUNE magazine)
- Over 120,000 refreshment services locations
- Over 60 conference centers and over 100 guest houses
- Over 180 oil rigs, mines, and other remote locations

- Over 350 sports and entertainment clients, including: some 90 arenas, ballparks and stadiums, with nearly 70 million fans a year ... 15 national and state parks, with over 11 million visitors a year ... and over 40 convention and civic centers, with about 30 million quests a year.
- Over 70,000 public safety agencies, and some 700 correctional facilities

### ACTIVITIES

- Serve about 2 billion meals each year
- Take care of over 1.8 billion square feet of space
- Maintain clinical equipment worth over \$5 billion in hundreds of U.S. hospitals
- Provide rental uniforms and direct sale products to upwards of 3.5 million customers
- Routinely serve high-profile events:
- 14 Olympic games since 1968
- International soccer's 2006 FIFA World Cup in Germany
- Major League Baseball's All Star Game and World Series
- The National Basketball Association All Star Game and Finals
- The NCAA Basketball Championships
- Formula 1 Racing in Spain and China, and MotoGP in Czech Republic

### SELECTED AWARDS

- "World's Most Admired Companies" (FORTUNE magazine): Consistently ranked among the top three in its industry (as evaluated by peers and industry analysts) every year since 1998.
- FORTUNE 500: Number one in its industry.
- Listed on the Barron's 500, the Forbes Platinum 400, and the Forbes Global 2000
- Ranked among Top 100 "Best Places to Launch a Career" by Business Week magazine (2007).
- Selected food service awards:
  - Ranked among the top two on Food Management magazine's "Top 50 Management Companies" (2005, 2006, 2007), and won the magazine's Best Management Company Concept award, Best Convenience Retailing Concept award, Best Special Event award, and Best New Facility (2) award (2007).



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- Caterer of the Year Award (2006, third year in a row) and Frankfurter Award (2006), from two leading German trade publications.
- SeamlessWeb (ARAMARK's Internet-based system for ordering from restaurants) named one of the 50 coolest Web sites by *Time* magazine (2006)
- Ranked as a top uniform services provider in *Food Processing* magazine's Readers' Choice Awards (2006, 2007)

### 15 Points—Accounting and Reporting Systems

(Please refer to the subsections on Food Service Accounting and Point of Sale Systems in Section 6, Operations Excellence, for more detail)

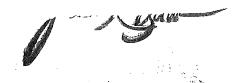
ARAMARK Education maintains operating records and submits regular reports to the District for review. The District receives a concise account of income and expenditures, so that Warren County School District can measure performance and make any necessary changes.

An ARAMARK partnership results in financial stability and success for Warren County School District through excellence in program execution. Our operating system, tools, and standards are proven to create a quality program along with greater efficiency in food preparation and program administration. We will help you maximize the effectiveness of every food service dollar with the power of ARAMARK's know-how and resources.

### 10 Points-Personnel Management

(Please refer to Section 3, Management and Staffing Plan, and Section 7, Employee Training and Development, for more detail)

Like most school districts, you are undoubtedly proud of your employees and concerned for their welfare. The right organization structure enables employees to consistently deliver high-quality services and, in turn, receive greater job satisfaction. Appropriate leadership, support, and employee productivity can positively influence morale. The right structure and management expertise can reduce turnover and drive consistent improvements in service excellence and employee development. ARAMARK can provide all this and more.



### 5 Points-Experience and References

(Please refer to Section 9, About ARAMARK, and to the Client List in Section 2, Required Documents, for more detail)

ARAMARK is the industry leader in food and facility services to the K-12 market. ARAMARK Education operates 435 school districts nationwide with 58 school districts in the state of Pennsylvania. ARAMARK has had the privilege of serving school districts in Pennsylvania with similar demographics as Warren County School District for more than 18 years. ARAMARK traces its history back to 1926 when the Slater Corporation was founded. In 1929, the Slater Corporation began managing the food service at Union Township Public Schools, New Jersey, which was the first time a public school district had contracted for management services. ARAMARK has a long and proven track record of successfully managed K-12 school districts, both public and private.

# 10 Points—Promotion of the School Food Service Program

(Please refer to Section 5, Marketing, Merchandising, and Promotions, for more detail)

### Use of Promotions/Promotional Events

No matter how high quality the food and service, the nature of the customer is to become bored with the same old meal. Similar to commercial food service, we designed a schedule of events that stir interest in the Food Service Program and generate excitement within the school. The specific goals of the plan are to create customer awareness of the overall Warren County School District's Food Service Program, lower food cost by offering reduced-price special meals or items, offer an add-on item, such as a combination plate, and incorporate school events and themes. We develop and write a plan for the entire year. We advertise and promote these special activities within the school and, if appropriate, to the media and the community. Features of a special event include a theme, a distinctive menu, individual menu items, and unique signage or decoration. We often incorporate giveaways for participation, such as bookmarks, nutrition education materials, school supplies, or other valued prizes (e.g., a prize to encourage the student who picks the lucky tray or knows the answer to a nutrition question).

On a regular basis, we plan and implement monotony breakers focusing on a holiday, a local special event, or a special menu item. In addition to the following examples, we work closely with school departments and student organizations to develop special projects that reflect their unique interests and add to the overall experience of attending your schools. Examples of such programmed days include: Summer in Winter, Birthdays of the Month, National School Lunch Week, Holiday Celebrations, School Sports Events, Election Day, World Series Special, Super Bowl Special, National Nutrition Month, and Breakfast for Lunch!

We know that today's students are savvy customers. Our menus reflect the never-ending need to be creative and flexible in our approach to the food we serve every day. We know that no matter how nutritious a meal may be, if the food does not look or taste good, your students will not eat it. It is our challenge and responsibility to provide food options that our customers prefer and that are nutritious. ARAMARK has more than 50 years of experience in offering many options, alternatives, and innovations designed to increase student satisfaction and participation.

Our program menus include vegetarian entrées and heart-healthy choices that follow the American Heart Association's recipes. Some example of our nutrition programs include:

- Treat Yourself Right (TYR) Menus—ARAMARK's registered dietitians, chefs, and culinary teams continually enhance our menus to provide students with healthy, convenient, and great-tasting meals and snacks. Our TYR Program provides menu identifiers to help students identify the healthiest menu items.
- AMP Up with Breakfast—This comprehensive, turnkey breakfast program offers more than 500 grab-and-go nutritional items and recipes to ensure that students start the day right. ARAMARK presents three modes of meal service: in class, on the go, and in the cafeteria.
- Snack Factor—Our selection of more than 150 snack items meets strict nutritional guidelines and provides a healthful snacking alternative.
- Fruit and Veggie Stations—Self-serve mobile carts for the café offer a wide variety of fruits and vegetables that students select themselves.
- IMPACT Jr.—Promotes healthy menu items and meals for elementary school students.
- **FUEL**—Helps to make lunch cool and fun for middle and high school students, introduces exciting monthly menu specials that reflect student preferences, and encourages them to try a healthy meal.
- Customized Promotional Toolkits—Keep school meals exciting with seasonal promotional campaigns to celebrate school spirit and monthly holidays and events.

ARAMARK Education has played a strategic role working with the students, district, parents, and community to help the school district implement programs that promote healthy schools by supporting wellness, good nutrition, and regular physical activity as part of a total learning environment. We appreciate the opportunity to review this program as well as our entire Proposal with you, the Board of Administration, and Wellness Committee, because we are confident that no better program exists in the market today. Additionally, we would be pleased to host you on a tour of one of our many K-12 clients in your area.

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# 5 Points—Involvement of Students, Staff, and Patrons

(Please refer to Section 8, Communication, for more detail.)

### Communication

At ARAMARK Education, we have a commitment to open communication. Food Service Director Justin Tech has an open-door policy, encouraging all food service employees to voice their ideas, issues, and concerns. Justin and his staff visit the schools regularly to talk with staff and students, provide support and expertise, and to monitor daily food service operations. Many of our great menu offerings were created by the staff and students.

### Satisfaction

As with all ARAMARK Education programs, our participation plan begins with the students. As our primary customers, students are best able to provide the feedback we need to meet their dining expectations and their nutritional needs. Warren County School District's menu will be developed with your students' tastes and expectations in mind, along with the input of your food service staff. Annual student surveys and everyday conversations with students help us identify their current tastes and trends in food preferences. Armed with that knowledge, we can produce menus that appeal to students while satisfying their nutritional requirements.



# Financial Summary

As stated earlier, our approach is truly unique in our industry. While others strive only for the lowest operating cost in Year One, our objectives are to grow your Food Service Program, reinvest in the community, and enable the Warren County School District Food Service Program to reach its true potential. Some firms focus on Year One to obtain the business and Year Five to retain the business; we find ways to create value for our clients each and every year of the partnership.

We have demonstrated our dedication to Warren County School District's fiscal performance by our financial commitment. By taking this proactive approach, ARAMARK provides a long-range plan for cost-effectiveness and quality improvement that differentiates us from our competitors' one-year outlook. We deliver incremental value throughout our five-year contract to bring enhanced revenues and cost savings to Warren County School District and its community.

We would like to thank you for giving us the opportunity to develop our recommendations and Proposal. We place high value on our long-standing relationships and want to continue our commitment to Warren County School District through measured performance and delivered outcomes. Our mission is to provide Warren County School District with a Food Service Program that fosters nutrition, wellness, high-quality products, and service; embraces the overall learning environment; and exceeds your financial goals.

If you have questions at any time of your review, please feel free to give District Manager Patrick G. Gallagher a call at 412-526-2470. We look forward to an opportunity to speak with you further.

# Required Documents

- State Form
- Bid Bond
- Agreement Page
- Signed Certifications
  - Appendix G
  - Appendix H
  - Appendix I
  - Appendix J
- Risk Exceptions
- Certificate of Insurance
- Client Experience & Reference Document
- Contract Addendum
- Conditions and Clarifications
- Special Function Profit Sharing Proposal
- Equipment Purchase Agreement
- Form 10-K
- RFP
- Addendum #1

