



WARREN COUNTY SCHOOL DISTRICT

CENTRAL ADMINISTRATIVE OFFICES
589 HOSPITAL DRIVE, SUITE A
WARREN PA 16365-4885

BRANDON L. HUFNAGEL
SUPERINTENDENT

Food Service Contract Bid Addendum #1 – Issued June 1, 2012

Item 1: **DELETE** in its entirety Page 4 of 30 of 1 PA FSMC – RFP 2012.

ADD in its entirety the **included** document labeled Addendum 1 – Attachment A;
Page 4 of 30, 1 PA FSMC Contract – RFP 2012 – 06.01.12.

* **Please note:** The new bid date is June 19, 2012.

Item 2: **ATTACHED:** Food Service Bid – Addendum Acknowledgement
Item **must** be signed, dated, and included with the submitted, sealed bid packet.
Failure to acknowledge addendum may result in disqualification of bid.

--- End of Addendum #1 ---

Public opening will be at 2:00 p.m. on June 19, 2012. 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 must submit a complete response to this solicitation using the forms provided.
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 Mr. Jim Grosch, Director of Business Services at (814) 723-6900, ext. 2151 or at groschj@wcsdpa.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
Total points possible:	<u>100</u>

F. Bid Protests

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.



WARREN COUNTY SCHOOL DISTRICT

CENTRAL ADMINISTRATIVE OFFICES
589 HOSPITAL DRIVE, SUITE A
WARREN PA 16365-4885

BRANDON L. HUFNAGEL
SUPERINTENDENT

FOOD SERVICE RFP ADDENDUM RECEIPT ACKNOWLEDGEMENT

NOTICE TO BIDDERS OF RECORD:

This Addendum forms a part of the Contract Documents and modifies the original RFP. Bidders shall carefully review the RFP for revised and updated items.

NOTE: Bidder must acknowledge receipt of this Addendum by signing and dating below. The acknowledgement **MUST** be included in the sealed bid packet.

I acknowledge receipt of this addendum and attachments:

Name (please print): _____

Name of Company (please print): _____

Signature: _____

Date: _____



WARREN COUNTY SCHOOL DISTRICT

CENTRAL ADMINISTRATIVE OFFICES
589 HOSPITAL DRIVE, SUITE A
WARREN PA 16365-4885

BRANDON L. HUFNAGEL
SUPERINTENDENT

Food Service Contract Bid Addendum #2 – Issued June 14, 2012

Item 1: **DELETE** in its entirety Page 4 of 30, 1 PA FSMC Contract – RFP 2012 – 06.01.12 (labeled Addendum 1 – Attachment A).

ADD in its entirety the **included** document labeled Addendum 2 – Attachment A; Page 4 of 30, 1 PA FSMC Contract – RFP 2012 – 06.14.12.

* **Please note:** The new bid date is June 21, 2012.

Item 2: **ATTACHED:** Food Service Bid – Addendum Acknowledgement
Item **must** be signed, dated, and included with the submitted, sealed bid packet.
Failure to acknowledge addendum may result in disqualification of bid.

--- End of Addendum #2 ---

Public opening will be at 2:00 p.m. on June 21, 2012. 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 must submit a complete response to this solicitation using the forms provided.
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 Mr. Jim Grosch, Director of Business Services at (814) 723-6900, ext. 2151 or at groschj@wcsdpa.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
Total points possible:	<u>100</u>

F. Bid Protests

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.



WARREN COUNTY SCHOOL DISTRICT

CENTRAL ADMINISTRATIVE OFFICES
589 HOSPITAL DRIVE, SUITE A
WARREN PA 16365-4885

BRANDON L. HUFNAGEL
SUPERINTENDENT

FOOD SERVICE RFP ADDENDUM RECEIPT ACKNOWLEDGEMENT ADDENDUM #2

NOTICE TO BIDDERS OF RECORD:

This Addendum forms a part of the Contract Documents and modifies the original RFP. Bidders shall carefully review the RFP for revised and updated items.

NOTE: Bidder must acknowledge receipt of this Addendum by signing and dating below. The acknowledgement **MUST** be included in the sealed bid packet.

I acknowledge receipt of this addendum and attachments:

Name (please print): _____

Name of Company (please print): _____

Signature: _____

Date: _____



WARREN COUNTY SCHOOL DISTRICT

CENTRAL ADMINISTRATIVE OFFICES
589 HOSPITAL DRIVE, SUITE A
WARREN PA 16365-4885

BRANDON L. HUFNAGEL
SUPERINTENDENT

Food Service Contract Bid Addendum #3 – Issued June 15, 2012

Item 1: **DELETE** in its **entirety** all previously issued versions of the WCSD's Food Service RFP. This includes the RFP attachments.

ADD in its entirety the document titled "WCSD Food Service RFP – PDE Approved 06.15.12"

Item 2: **ATTACHED:** Food Service Bid – Addendum Acknowledgement
Item **must** be signed, dated, and included with the submitted, sealed bid packet.
Failure to acknowledge addendum may result in disqualification of bid.

--- End of Addendum #3 ---



WARREN COUNTY SCHOOL DISTRICT

CENTRAL ADMINISTRATIVE OFFICES
589 HOSPITAL DRIVE, SUITE A
WARREN PA 16365-4885

BRANDON L. HUFNAGEL
SUPERINTENDENT

FOOD SERVICE RFP ADDENDUM RECEIPT ACKNOWLEDGEMENT ADDENDUM #3

NOTICE TO BIDDERS OF RECORD:

This Addendum forms a part of the Contract Documents and modifies the original RFP. Bidders shall carefully review the RFP for revised and updated items.

NOTE: Bidder must acknowledge receipt of this Addendum by signing and dating below. The acknowledgement **MUST** be included in the sealed bid packet.

I acknowledge receipt of this addendum and attachments:

Name (please print): _____

Name of Company (please print): _____

Signature: _____

Date: _____



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, 2012 to June 30, 2013

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 re-typed 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.

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, 2012** 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.

Warren County School District; Warren, PA

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

*** 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 May 24, 2012 at 9:00 a.m. at the Warren County School District's Central Offices, located at 589 Hospital Drive, Suite A; Warren, PA 16365. **Attendance is required.**

D. Bid Submission and Award

1. Proposals are to be submitted to:
Warren County School District
Attention: Mr. Jim Grosch
589 Hospital Drive, Suite
Warren, PA 16365

Public opening will be at 2:00 p.m. on June 21, 2012. Proposals will not be accepted after this time. Proposals are to be submitted in a sealed envelope marked Food Service Management Bid.

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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 must submit a complete response to this solicitation using the forms provided.
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.**
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E. Award Criteria

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Total points possible:	<u>100</u>

F. Bid Protests

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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, 2012, and ending June 30, 2013, 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

Retention of the current food service employees is addressed in the Standard Terms and Conditions under subsection Employees.

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.

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 employees.
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 Food Service 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's 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's property in accordance with a schedule to be determined at the sole discretion of SFA.
6. Bank deposits are the sole responsibility of the FSMC. They will be made daily by the FSMC. Proof of appropriate bonding or insurance coverage for FSMC required. Reconciliation and proof of bank deposits will be provided to the SFA on a monthly basis and as otherwise required by the SFA.
7. The FSMC shall provide and maintain a food service menu which provides, in the elementary and middle schools, seven (7) main options for breakfast and lunch; and in the high schools, thirteen (13) main options for breakfast and lunch. The SFA reserve the right to approve planned menus at any time in the contract period.
8. 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.
9. Section 1(J) of the Standard Terms and Conditions shall be administered by the SFA as follows: The SFA shall have the right from time to time to request FSMC to render additional food service on the SFA's property for "special functions." A "special function" shall be defined as, and limited to, a function, not including the meals provided to students during normal school hours, at which food services are requested by

the SFA and provided by the FSMC to the SFA or the additional entities to which food services are to be provided in accordance with the RFP (e.g. Jefferson DeFrees, Beacon Light, and Headstart). FSMC shall provide food services at such "special functions" only if requested by the SFA prior to the FSMC providing the food services. Food services at "special functions" shall be provided by the FSMC on a cost per meal basis, with 90% of the resulting gross sales going to the FSMC and 10% of the resulting gross sales going to the SFA. The SFA's percentage of the gross sales shall be deposited into a cafeteria equipment fund. The SFA and FSMC agree that any percentage of gross sales acquired by the SFA in accordance with this provision shall not be a part of the calculations used to determine whether the projected surplus has been met and shall not be deducted from the amount of any money owed to the SFA in the event that the projected surplus is not achieved.

FSMC understands and agrees that any meal services that may be provided to any organization other than the SFA or the additional entities to which food services are to be provided in accordance with the RFP (e.g. Jefferson DeFrees, Beacon Light, and Headstart) shall not be governed by this provision, but shall rather be governed by Section 13(O) of the Standard Terms and Conditions as contained in the RFP (which pertains to the Use of Facilities, Inventory, Equipment and Storage).

10. The FSMC must provide lunch service to the Jefferson DeFrees Pre-K program, so long as the program remains in effect. All of these services shall be provided in accordance with the terms contained in this RFP. Meals served are estimated at 20 meals per District service day.

11. The FSMC must provide lunch service to the Beacon Light program, so long as the program remains in effect. All of these services shall be provided in accordance with the terms contained in this RFP. Meals served are estimated at 20 meals per District service day.

12. The FSMC must provide breakfast, lunch, and snack service to the Headstart program, so long as the program remains in effect. All of these services shall be provided in accordance with the terms contained in this RFP. Meals are estimated at 200 meals per District service day.

13. 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 re-bid the contract in its entirety 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.

14. 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.

15. The SFA may require the participation of the FSMC in the Summer Food Service Program.

16. IT Systems: FSMC agrees to provide, install, maintain, and operate an information technology system which may include, but not limited to, hardware such as computers, monitors, copiers, printers, phones and related consumables. Licensed software such as Microsoft Office, and other titles required to support the District, must be kept current and compatible with district standards (a list of approved software should be discussed at the beginning of each new contract year.) The FSMC will provide systems support, email,

internet and phone services, as well as the cost of installation, management, and provide full technical support for their staff in our buildings. In the event that District resources are required or could assist in defraying redundant costs for installation, implementation, operation and maintenance of the FSMC's IT System; would require a formal agreement for compensation to use the district's IT resources. (Any use of physical cabling, network access, computer systems, and email as well as technology support should be negotiated separately prior to contract approval.) In the event that new physical infrastructure, services, internal or external cabling is installed, all installation, building access and configuration should be done in coordination and cooperation with the District's Technology and Buildings & Grounds Departments with final approval from the Director of each department, and/or the Superintendent, and/or their designee.

17. 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.

18. FSMC shall not be permitted to submit a proposal that in any way modifies, or is inconsistent with, the terms or conditions of the RFP. Additionally, following the acceptance of a bid by the SFA, if it later determined that there is a conflict between the terms of the RFP and the terms of any other document that is a part of the contract, the SFA and FSMC agree that the terms of the RFP shall govern and control.

The SFA will not accept any addendum or attachment, counter proposal or modification to this RFP in any form before or after bids are accepted. Submission by FSMC will provide information in response to RFP only. Any attempt to provide any change to the RFP language or conditions may result in disqualification.

FSMC response to the RFP will not be an attachment to the contract in any form except as provided in this RFP.

19. Section 13(O) of the Standard Terms and Conditions shall be administered by the SFA as follows: The FSMC shall not use the SFA's facilities to produce food, meals, or services for any organization other than the SFA and the additional entities to which food services are to be provided in accordance with the RFP (e.g. Jefferson DeFrees, Beacon Light, and Headstart) without the prior written approval of the SFA. Prior to providing the food service, the FSMC shall advise the SFA's Director of Business Services of the nature of the food service to be provided. If such usage is acceptable to the SFA based, said prior written approval shall be in the form of an agreement signed by the SFA's Director of Business Services that states the fees to be paid by the FSMC to the SFA for such facility usage, which shall be 10% of the resulting gross sales. In accordance with this provision, it is understood that the SFA will only grant such approval if the organization to which the food service is to be provided, in the discretion of the SFA's Director of Business Services, provides an educational benefit to the SFA or the SFA's students, faculty, or staff. Additionally, under no circumstances will the SFA provide approval if the food service to be provided by the FSMC is part of a competitive process for bids or proposals. The SFA and FSMC agree that any fees acquired by the SFA in accordance with this provision shall not be a part of the calculations used to determine whether the projected surplus has been met and shall not be deducted from the amount of any money owed to the SFA in the event that the projected surplus is not achieved.

FSMC agrees that any food service that is governed by this provision shall not, under any circumstances, be treated, processed, or submitted as a "special functions" request (which shall be governed by Section R(10) of the General Information as contained in the RFP).

20. All projected operating costs data contained in the RFP are based most recent school year data and are subject to change due to the implementation of new meal patterns effective July 1, 2012.
21. For purposes of a profit and loss statement only for this bid, the FSMC should use \$76,434.00 (for regular labor) for each of the 12 months and \$2,917.00 (for substitute labor/usage) for each of the 12 months. An additional \$20,000 (per year) should be included for other SFA expenses (not labor related).
22. FSMC is responsible for adhering to the WCSD Policy #5506 pertaining to student food purchase accounts and collections. Additionally, FSMC is responsible for adhering to the administrative procedures that are written as further guidance that accompany WCSD Policy #5506.
23. The menus contained in the RFP are reflective of the most recent guidance provided on the new meal patterns, but may need to be updated as a as additional guidance becomes available.
24. By the submission of any bid, the FSMC agrees that in the event its bid is rejected by the SFA for any reason and such rejection is contested by the FSMC through the commencement of legal proceedings, whether in law or in equity, the SFA shall be entitled to an award of reasonable attorneys fees and costs if the SFA's rejection of the bid is upheld, affirmed or otherwise not set aside.
25. The contract, as this term is defined herein, may be amended or modified only by written agreement signed by all of the parties.

Standard Terms and Conditions

1. Scope and Purpose

A. The FSMC shall operate in conformance with the SFA's Policy/Agreement with PDE, PDE-3528.

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:

- | | |
|--|--|
| <input checked="" type="checkbox"/> National School Lunch Program (NSLP) | <input checked="" type="checkbox"/> School Breakfast Program (SBP) |
| <input type="checkbox"/> Provision 1, 2 or 3 | <input checked="" type="checkbox"/> Summer Food Service Program (SFSP) |
| <input type="checkbox"/> Child and Adult Care Food Program (CACFP) | <input checked="" type="checkbox"/> Afterschool Snack Program (ASP) |
| <input type="checkbox"/> Seamless Summer Option (SSO) | <input type="checkbox"/> Special Milk Program (SMP) |
| <input checked="" type="checkbox"/> A la Carte | <input type="checkbox"/> Vending |

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.)

- 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.

- 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 Director of Business Services, or his designee, is responsible for completing the verification process.

4. USDA Donated Foods

- 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)
 - ☒ Preparing and serving meals using donated foods
 - ☒ Ordering or selection of donated foods (in coordination with the SFA)
 - ☒ 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 and processed end products. At the termination of the contract, the SFA will retain 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.
 - 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 Director of Business Services, or his designee, 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 its 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.

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 (10th) calendar day succeeding the month in which services were rendered. Participation records shall be submitted no later than the fifth (5th) 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 the SFA.
- 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. 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 Director of Business Services, or his designee, 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.

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.

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.
- ☐ 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).

B. 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.

- 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.

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, 2012, and terminates on June 30, 2013.
- 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.

- 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.
- 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 \$2,000,000.00 each occurrence; property damage \$2,000,000.00 aggregate; excess liability (umbrella) bodily injury and property damage \$3,000,000.00
 - b. Workman's Compensation- Statutory Coverage
 - c. Vehicle Insurance- Minimum coverage shall be \$2,000,000.00 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. SFSP and/or SSO (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 pre-approval and during operation of the program.
- B. The SFSP and/or SSO will operate from approximately the last week in June to approximately the third week of August.

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.
 - 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: 175 - 178 service days.
- 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 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 foregoing 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 SFA shall be the property of the SFA to which the State Agency and USDA shall unrestricted rights.

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 dairy 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.

Appendix G

Independent Price Determination Certificate

Both the School Food Authority (SFA) and Food Service Management Company (offeror) shall execute this Certificate of Independent Price Determination.

Name of Food Service Management Company

Name of School Food Authority

(A) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- (1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
- (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

(B) Each person signing this offer on behalf of the Food Service Management Company certifies that:

- (1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
- (2) He or she is not the person in other offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this Food Service Management Company, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

Signature of FSMC's Authorized Representative

Title

Date

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred to above.

Signature of SFA's Authorized Representative

Title

Date

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

U. S. DEPARTMENT OF AGRICULTURE**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-
Lower Tier Covered Transactions**

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

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

Signature(s)

Date

Appendix H (cont)

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to 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.

Appendix I

Clean Air and Water Certificate

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 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 AGREES AS FOLLOWS:

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

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

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

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

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

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

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

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

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

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

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

Signature of FSMC's Authorized Representative

Title

Date

Signature of SFA's Authorized Representative

Title

Date

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 language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name/Address of Organization (FSMC)

Name/Title of Submitting Official

Signature

Date

Appendix J

DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

Reporting Entity: _____
Page _____ of _____

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.

School District Specification Worksheet on Average Daily Participation (ADP)

Must be completed by the SFA

WCSD FSMC RFP 2012

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Site Name	Enrollment	Reimbursable Lunches			Selling Price		Reimbursable Breakfasts			Selling Price		Reimbursable Supplements			Selling Price		All other cash sales, ie., milk, a la carte, etc. ¹
		Paid	Free	Reduced	Student	Adult	Paid	Free	Reduced	Student	Adult	Paid	Free	Reduced	Student	Adult	
Russell Elementary School	233	86	37	11	\$ 2.00	\$ 3.50	22	17	5	\$ 1.00	\$ 1.50						\$ 90.29
Sugar Grove Elementary School	217	48	79	7	\$ 2.00	\$ 3.50	11	54	2	\$ 1.00	\$ 1.50						\$ 33.94
Eisenhower Middle High School	551	134	89	32	\$ 2.15	\$ 3.50	17	37	8	\$ 1.00	\$ 1.50						\$ 187.63
Allegheny Valley Elementary School	118	30	35	7	\$ 2.00	\$ 3.50	17	27	7	\$ 1.00	\$ 1.50						\$ 33.31
Sheffield Elementary School	124	33	49	9	\$ 2.00	\$ 3.50	14	34	5	\$ 1.00	\$ 1.50						\$ 31.50
Sheffield Area Middle High School	328	107	105	18	\$ 2.15	\$ 3.50	22	63	7	\$ 1.00	\$ 1.50						\$ 197.89
Youngsville Elementary Middle School *	594	119	239	38	\$ 2.00	\$ 3.50	8	96	12	\$ 1.00	\$ 1.50						\$ 123.52
Youngsville High School	317	72	84	13	\$ 2.15	\$ 3.50	19	43	4	\$ 1.00	\$ 1.50						\$ 118.10
South Street Early Learning Center	288	39	101	15	\$ 2.00	\$ 3.50	5	50	4	\$ 1.00	\$ 1.50						\$ 5.02
Warren Area Elementary School	690	120	236	42	\$ 2.00	\$ 3.50	13	115	15	\$ 1.00	\$ 1.50						\$ 123.50
Beaty Warren Middle School	558	106	149	26	\$ 2.15	\$ 3.50	5	59	1	\$ 1.00	\$ 1.50						\$ 168.53
Warren Area High School	746	69	118	15	\$ 2.15	\$ 3.50	17	57	5	\$ 1.00	\$ 1.50						\$ 128.27
TOTALS	4,764	963	1,321	233	\$24.75	\$42.00	170	652	75	\$12.00	\$18.00	0	0	0	\$ -	\$ -	\$ 1,241.50

¹ Do not include Special Functions

* YEMS has both elementary and middle students who pay \$2.00 and \$2.15 for lunches respectively.

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	SFA	N/A
Fringe Benefits and Insurance	X	X	
Payroll Taxes	X	X	
Preparation and Processing Payroll	X	X	
Retirement	X	X	
Salaries/Wages	X	X	
Unemployment Compensation	X	X	
Workers Compensation	X	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	

Cost Responsibility Detail Sheet (cont.)

Equipment Repair:	FSMC	SFA	N/A
*Car/Truck Rental (include explanation in RFP)	X		
*Vehicle Maintenance	X		
*Courier Services (i.e., bank deposits, school deliveries)	X		
*Storage Costs:	FSMC	SFA	N/A
Food	X		
Supplies	X		
*Office Supplies	X		
*Printing	X		
*Promotional Materials	X		
*Employee Recruitment:	FSMC	SFA	N/A
Initial	X	X	
Replacement	X	X	
*Product and Public Liability:	FSMC	SFA	N/A
Equipment		X	
Insurance	X	X	
*Taxes:	FSMC	SFA	N/A
Sales			X
Other			X
*License Fees:	FSMC	SFA	N/A
Other: (add other expenses charged to the food service account. Overhead expenses incurred by the FSMC cannot be included)		X	
Cleaning Responsibilities	FSMC	SFA	N/A
Cafeteria Walls		X	
Daily Routine Cleaning of Dining Room Tables and Chairs	X	X	
Dining Room Floors		X	
Duct Work		X	
Exhaust Fans		X	
Food Preparation Areas (include equipment)	X		
Grease Filters		X	
Grease Traps		X	
Hoods		X	
Kitchen Floors	X	X	
Kitchen Walls		X	
Light Fixtures		X	
Periodic Waxing and Buffing of Dining Room Floors		X	
Restrooms for Food Service Employees		X	
Serving Areas	X		
Thorough Cleaning of Dining Room Tables and Chairs		X	
Windows		X	
Window Coverings		X	
Other: (list below)			
Indirect Costs	FSMC	SFA	N/A
Utilities		X	
Indirect Labor		X	

Labor and Fringe Benefits to be completed by

0

Name	Site Name	Position (include substitutes and retirees)	Hourly Rate	Daily Hours	# of Days Paid	Total Annual Wage	Type of Plan	Hospitalization	Dental	Disability	Vision	Longevity or Annuity	Life	Retirement	Social Security	Unemployment	Workman's Comp	Other	Other	Other	Other	Other	Total Fringe	Total Labor and Fringe Benefits
Michele Streich	AVES	Leader	\$ 12.17	5.5	188	\$ 12,583.78	\$ -	\$ 13,853.07		N/A	N/A	N/A	\$ 69.60	\$ 1,555.36	\$ 962.66	\$ 83.05	\$ 251.68						\$ 16,775.42	\$ 29,359.20
Melissa Streich	AVES	Breakfast	\$ 10.65	1.5	188	\$ 3,003.30	\$ -	\$ -		N/A	N/A	N/A		\$ 371.21	\$ 229.75	\$ 19.82	\$ 60.07						\$ 680.85	\$ 3,684.15
Melissa Streich	AVES	Helper	\$ 10.65	4	188	\$ 8,008.80	\$ -	\$ 5,109.93	\$ 181.32	N/A	N/A	N/A	\$ 69.60	\$ 989.89	\$ 612.67	\$ 52.86	\$ 160.18						\$ 7,176.44	\$ 15,185.24
Lucinda Slocum	BWMS/RETIRING	Manager	\$ 15.63	8	191	\$ 23,882.64	\$ -	\$ 5,109.93	\$ 181.32	N/A	N/A	N/A	\$ 69.60	\$ 2,951.89	\$ 1,827.02	\$ 157.63	\$ 477.65						\$ 10,775.04	\$ 34,657.68
Anita Johnston	BWMS	Cook	\$ 12.17	5	188	\$ 11,439.80	\$ -	\$ 14,321.43	\$ 764.04	N/A	N/A	N/A	\$ 69.60	\$ 1,413.96	\$ 875.14	\$ 75.50	\$ 228.80						\$ 17,748.47	\$ 29,188.27
Judy Patterson	BWMS	Helper	\$ 8.92	3	186	\$ 4,977.36	\$ -	\$ -	\$ 181.32	N/A	N/A	N/A	\$ 34.80	\$ 615.20	\$ 380.77	\$ 32.85	\$ 99.55						\$ 1,344.49	\$ 6,321.85
Anita Johnston	BWMS	Breakfast	\$ 10.65	1.5	188	\$ 3,003.30	\$ -	\$ -		N/A	N/A	N/A		\$ 371.21	\$ 229.75	\$ 19.82	\$ 60.07						\$ 680.85	\$ 3,684.15
Wand Blanken	BWMS	Helper	\$ 10.65	3	188	\$ 6,006.60	\$ -	\$ 5,109.93	\$ 181.32	N/A	N/A	N/A	\$ 34.80	\$ 742.42	\$ 459.50	\$ 39.64	\$ 120.13						\$ 6,687.74	\$ 12,694.34
Mae Arnold	BWMS	Helper	\$ 10.65	3	186	\$ 5,942.70	\$ -	\$ -	\$ 181.32	N/A	N/A	N/A	\$ 34.80	\$ 734.52	\$ 454.62	\$ 39.22	\$ 118.85						\$ 1,563.33	\$ 7,506.03
Lauralee Gleas	BWMS	Helper	\$ 10.65	3	186	\$ 5,942.70	\$ -	\$ -	\$ 181.32	N/A	N/A	N/A	\$ 34.80	\$ 734.52	\$ 454.62	\$ 39.22	\$ 118.85						\$ 1,563.33	\$ 7,506.03
Marsha Kosinsk	BWMS	Helper	\$ 10.65	3	186	\$ 5,942.70	\$ -	\$ -	\$ 181.32	N/A	N/A	N/A	\$ 34.80	\$ 734.52	\$ 454.62	\$ 39.22	\$ 118.85						\$ 1,563.33	\$ 7,506.03
Donna Shagla	EMHS	Manager	\$ 14.21	6.5	188	\$ 17,364.62	\$ -	\$ -	\$ 469.32	N/A	N/A	N/A	\$ 69.60	\$ 2,146.27	\$ 1,328.39	\$ 114.61	\$ 347.29						\$ 4,475.48	\$ 21,840.10
Judy Lauffenbur	EMHS	Breakfast	\$ 10.65	2	188	\$ 4,004.40	\$ -	\$ -		N/A	N/A	N/A		\$ 494.94	\$ 306.34	\$ 26.43	\$ 80.09						\$ 907.80	\$ 4,912.20
Judy Lauffenbur	EMHS	Cook	\$ 12.17	4	188	\$ 9,151.84	\$ -	\$ 13,861.83	\$ 469.32	N/A	N/A	N/A	\$ 69.60	\$ 1,131.17	\$ 700.12	\$ 60.40	\$ 183.04						\$ 16,475.48	\$ 25,627.32
Gail Griffin	EMHS	Helper	\$ 10.65	4.5	186	\$ 8,914.05	\$ -	\$ -	\$ 181.32	N/A	N/A	N/A	\$ 34.80	\$ 1,101.78	\$ 681.92	\$ 58.83	\$ 178.28						\$ 2,236.94	\$ 11,150.99
Carmen Card	EMHS	Helper	\$ 10.65	4.5	186	\$ 8,914.05	\$ -	\$ -	\$ 181.32	N/A	N/A	N/A	\$ 34.80	\$ 1,101.78	\$ 681.92	\$ 58.83	\$ 178.28						\$ 2,236.94	\$ 11,150.99
Stacy Jones	EMHS	Helper	\$ 8.85	3	186	\$ 4,938.30	\$ -	\$ -	\$ 181.32	N/A	N/A	N/A	\$ 34.80	\$ 610.37	\$ 377.78	\$ 32.59	\$ 98.77						\$ 1,335.63	\$ 6,273.93
Linda Enos	EMHS	Helper	\$ 8.85	2.5	186	\$ 4,115.25		\$ -	\$ 181.32	N/A	N/A	N/A	\$ 34.80	\$ 508.64	\$ 314.82	\$ 27.16	\$ 82.31						\$ 1,149.05	\$ 5,264.30
Debbie Bees	RES	Leader	\$ 12.17	5.5	188	\$ 12,583.78	\$ -	\$ 13,853.07	\$ 469.32	N/A	N/A	N/A	\$ 69.60	\$ 1,555.36	\$ 962.66	\$ 83.05	\$ 251.68						\$ 17,244.74	\$ 29,828.52
Debbie Bees	RES	Breakfast	\$ 10.65	1.5	188	\$ 3,003.30	\$ -	\$ -		N/A	N/A	N/A		\$ 371.21	\$ 229.75	\$ 19.82	\$ 60.07						\$ 680.85	\$ 3,684.15
Karen Johnson	RES	Helper	\$ 10.65	4	186	\$ 7,923.60	\$ -	\$ -	\$ 181.32	N/A	N/A	N/A	\$ 34.80	\$ 979.36	\$ 606.16	\$ 52.30	\$ 158.47						\$ 2,012.40	\$ 9,936.00
Rebec Dutchess	RES	Helper	\$ 8.85	3	188	\$ 4,991.40	\$ -	\$ -		N/A	N/A	N/A	\$ 34.80	\$ 616.94	\$ 381.84	\$ 32.94	\$ 99.83						\$ 1,166.35	\$ 6,157.75
Debbie Knepp	SES	Leader	\$ 12.17	5	188	\$ 11,439.80	\$ -	\$ 13,861.83	\$ 469.32	N/A	N/A	N/A	\$ 69.60	\$ 1,413.96	\$ 875.14	\$ 75.50	\$ 228.80						\$ 16,994.16	\$ 28,433.96
Linda Blum	SES	Breakfast	\$ 10.65	1.75	188	\$ 3,503.85	\$ -	\$ -		N/A	N/A	N/A		\$ 433.08	\$ 268.04	\$ 23.13	\$ 70.08						\$ 794.32	\$ 4,298.17
Sue Lane	SES	Helper	\$ 8.85	3	186	\$ 4,938.30	\$ -	\$ 8,311.60		N/A	N/A	N/A	\$ 34.80	\$ 610.37	\$ 377.78	\$ 32.59	\$ 98.77						\$ 9,465.91	\$ 14,404.21
Susan Amsler	SAMHS	Manager	\$ 15.63	6	191	\$ 17,911.98	\$ -	\$ 13,861.83	\$ 469.32	N/A	N/A	N/A	\$ 69.60	\$ 2,213.92	\$ 1,370.27	\$ 118.22	\$ 358.24						\$ 18,461.40	\$ 36,373.38
Susan Amsler	SAMHS	Breakfast	\$ 12.42	1.5	191	\$ 3,558.33	\$ -	\$ -		N/A	N/A	N/A		\$ 439.81	\$ 272.21	\$ 23.48	\$ 71.17						\$ 806.67	\$ 4,365.00
Linda Blum	SAMHS	Cook	\$ 12.17	4	188	\$ 9,151.84	\$ -	\$ 14,321.43	\$ 469.32	N/A	N/A	N/A	\$ 69.60	\$ 1,131.17	\$ 700.12	\$ 60.40	\$ 183.04						\$ 16,935.07	\$ 26,086.91

If Worker'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.

(This percentage must be based on the State Experience Rate)

Grand Total\$407,080.82

The pay rates are for school year2012to2013

Labor and Fringe Benefits to be completed by

0

Name	Site Name	Position (include substitutes and retirees)	Hourly Rate	Daily Hours	# of Days Paid	Total Annual Wage	Type of Plan	Hospitalization	Dental	Disability	Vision	Longevity or Annuity	Life	Retirement	Social Security	Unemployment	Workman's Comp	Other	Other	Other	Other	Other	Total Fringe	Total Labor and Fringe Benefits
Linda Buck	SAMHS	Helper	\$ 10.65	4	186	\$ 7,923.60	\$ 1.00	\$ -	\$ 181.32	N/A	N/A	N/A	\$ 34.80	\$ 979.36	\$ 606.16	\$ 52.30	\$ 158.47						\$ 2,012.40	\$ 9,936.00
Carol Johnston	SAMHS	Helper	\$ 10.65	5	188	\$ 10,011.00	\$ 1.00	\$ -	\$ 181.32	N/A	N/A	N/A	\$ 69.60	\$ 1,237.36	\$ 765.84	\$ 66.07	\$ 200.22						\$ 2,520.41	\$ 12,531.41
Patricia Vargas	SAMHS	Helper	\$ 10.65	4	188	\$ 8,008.80	\$ 1.00	\$ 11,907.40	\$ 469.32	N/A	N/A	N/A	\$ 69.60	\$ 989.89	\$ 612.67	\$ 52.86	\$ 160.18						\$ 14,261.91	\$ 22,270.71
Marilyn Rodgers	SOUTH	Leader	\$ 12.17	4	188	\$ 9,151.84	\$ 1.00	\$ 13,852.62	\$ 469.32	N/A	N/A	N/A	\$ 69.60	\$ 1,131.17	\$ 700.12	\$ 60.40	\$ 183.04						\$ 16,466.26	\$ 25,618.10
Marilyn Rodgers	SOUTH	Breakfast	\$ 10.65	2	188	\$ 4,004.40	\$ 1.00	\$ -		N/A	N/A	N/A		\$ 494.94	\$ 306.34	\$ 26.43	\$ 80.09						\$ 907.80	\$ 4,912.20
Amy Johnson	SOUTH	Helper	\$ 10.65	3.5	186	\$ 6,933.15	\$ 1.00	\$ -	\$ 181.32	N/A	N/A	N/A	\$ 34.80	\$ 856.94	\$ 530.39	\$ 45.76	\$ 138.66						\$ 1,787.87	\$ 8,721.02
Karen Chase	SGES	Leader	\$ 12.17	5.5	188	\$ 12,583.78	\$ 1.00	\$ -	\$ 469.32	N/A	N/A	N/A	\$ 69.60	\$ 1,555.36	\$ 962.66	\$ 83.05	\$ 251.68						\$ 3,391.66	\$ 15,975.44
Karen Chase	SGES	Breakfast	\$ 10.65	1.5	188	\$ 3,003.30	\$ 1.00	\$ -		N/A	N/A	N/A		\$ 371.21	\$ 229.75	\$ 19.82	\$ 60.07						\$ 680.85	\$ 3,684.15
Susan Ford	SGES	Helper	\$ 10.65	3	186	\$ 5,942.70	\$ 1.00	\$ -	\$ 181.32	N/A	N/A	N/A	\$ 34.80	\$ 734.52	\$ 454.62	\$ 39.22	\$ 118.85						\$ 1,563.33	\$ 7,506.03
Kami Hagg	SGES	Helper	\$ 8.85	3	186	\$ 4,938.30	\$ 1.00	\$ -		N/A	N/A	N/A	\$ 34.80	\$ 610.37	\$ 377.78	\$ 32.59	\$ 98.77						\$ 1,154.31	\$ 6,092.61
Clara McKotch	WAEC	Manager	\$ 14.21	7	188	\$ 18,700.36	\$ 1.00	\$ 5,109.93	\$ 181.32	N/A	N/A	N/A	\$ 69.60	\$ 2,311.36	\$ 1,430.58	\$ 123.42	\$ 374.01						\$ 9,600.22	\$ 28,300.58
Rachel Sanford	WAEC	Cook	\$ 12.17	4	188	\$ 9,151.84	\$ 1.00	\$ 14,321.43	\$ 181.32	N/A	N/A	N/A	\$ 69.60	\$ 1,131.17	\$ 700.12	\$ 60.40	\$ 183.04						\$ 16,647.07	\$ 25,798.91
Rachel Sanford	WAEC	Breakfast	\$ 10.65	1.5	188	\$ 3,003.30	\$ 1.00	\$ -		N/A	N/A	N/A		\$ 371.21	\$ 229.75	\$ 19.82	\$ 60.07						\$ 680.85	\$ 3,684.15
Rebecca Whyte	WAEC	Breakfast	\$ 10.65	1.5	188	\$ 3,003.30	\$ 1.00	\$ -		N/A	N/A	N/A		\$ 371.21	\$ 229.75	\$ 19.82	\$ 60.07						\$ 680.85	\$ 3,684.15
Rebecca Whyte	WAEC	Helper	\$ 10.65	3.5	188	\$ 7,007.70	\$ 1.00	\$ 13,852.62	\$ 181.32	N/A	N/A	N/A	\$ 69.60	\$ 866.15	\$ 536.09	\$ 46.25	\$ 140.15						\$ 15,692.19	\$ 22,699.89
Ruth Zavinski	WAEC	Helper	\$ 10.65	3.5	186	\$ 6,933.15	\$ 1.00	\$ -		N/A	N/A	N/A	\$ 34.80	\$ 856.94	\$ 530.39	\$ 45.76	\$ 138.66						\$ 1,606.55	\$ 8,539.70
Fonda Johnson	WAEC	Helper	\$ 10.65	3	186	\$ 5,942.70	\$ 1.00	\$ -	\$ 181.32	N/A	N/A	N/A	\$ 34.80	\$ 734.52	\$ 454.62	\$ 39.22	\$ 118.85						\$ 1,563.33	\$ 7,506.03
Becky Kibbey	WAEC	Helper	\$ 10.65	3	188	\$ 6,006.60	\$ 1.00	\$ 5,109.93	\$ 181.32	N/A	N/A	N/A	\$ 69.60	\$ 742.42	\$ 459.50	\$ 39.64	\$ 120.13						\$ 6,722.54	\$ 12,729.14
Amanda McElha	WAEC	Helper	\$ 8.85	3.5	186	\$ 5,761.35	\$ 1.00	\$ -		N/A	N/A	N/A	\$ 34.80	\$ 712.10	\$ 440.74	\$ 38.02	\$ 115.23						\$ 1,340.90	\$ 7,102.25
Jack Pierce	WAEC	Helper	\$ 10.65	3	186	\$ 5,942.70	\$ 1.00	\$ -		N/A	N/A	N/A	\$ 34.80	\$ 734.52	\$ 454.62	\$ 39.22	\$ 118.85						\$ 1,382.01	\$ 7,324.71
Sue Dunkle	WAHS	Manager	\$ 15.63	7	191	\$ 20,897.31	\$ 1.00	\$ 5,109.93	\$ 181.32	N/A	N/A	N/A	\$ 69.60	\$ 2,582.91	\$ 1,598.64	\$ 137.92	\$ 417.95						\$ 10,098.27	\$ 30,995.58
Christy Elicker	WAHS	Cook	\$ 12.17	4	188	\$ 9,151.84	\$ 1.00	\$ 5,109.93	\$ 764.04	N/A	N/A	N/A	\$ 69.60	\$ 1,131.17	\$ 700.12	\$ 60.40	\$ 183.04						\$ 8,018.29	\$ 17,170.13
Christy Elicker	WAHS	Breakfast	\$ 10.65	1	188	\$ 2,002.20	\$ 1.00	\$ -		N/A	N/A	N/A		\$ 247.47	\$ 153.17	\$ 13.21	\$ 40.04						\$ 453.90	\$ 2,456.10
Bev Polley	WAHS	Helper	\$ 10.65	4	186	\$ 7,923.60	\$ 1.00	\$ -	\$ 181.32	N/A	N/A	N/A	\$ 34.80	\$ 979.36	\$ 606.16	\$ 52.30	\$ 158.47						\$ 2,012.40	\$ 9,936.00
Brenda Sennett	WAHS	Helper	\$ 8.92	4	186	\$ 6,636.48	\$ 1.00	\$ -		N/A	N/A	N/A	\$ 34.80	\$ 820.27	\$ 507.69	\$ 43.80	\$ 132.73						\$ 1,539.29	\$ 8,175.77
Tracie Eastman	WAHS	Helper	\$ 10.65	2.5	186	\$ 4,952.25	\$ 1.00	\$ -	\$ 181.32	N/A	N/A	N/A	\$ 34.80	\$ 612.10	\$ 378.85	\$ 32.68	\$ 99.05						\$ 1,338.80	\$ 6,291.05
AT EISEN	WAHS	Helper	\$ -	2.5	186	\$ -	\$ 1.00	\$ -		N/A	N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -						\$ -	\$ -

If Worker's Compensation cost is charged to the food service, what is the percentage? _____ (This percentage must be based on the State Experience Rate)
Note: Use actual rates for SFA; do not use a prorated statewide average benefit rate.

Grand Total \$ 319,641.79

The pay rates are for school year 2012 to 2013

Labor and Fringe Benefits to be completed by

0

Name	Site Name	Position (include substitutes and retirees)	Hourly Rate	Daily Hours	# of Days Paid	Total Annual Wage	Type of Plan	Hospitalization	Dental	Disability	Vision	Longevity or Annuity	Life	Retirement	Social Security	Unemployment	Workman's Comp	Other	Other	Other	Other	Other	Total Fringe	Total Labor and Fringe Benefits
Colleen McLaug	YEMS	Manager	\$ 14.21	6.5	188	\$ 17,364.62	\$ 1.00	\$11,931.96	\$ 469.32	N/A	N/A	N/A	\$ 69.60	\$2,146.27	\$1,328.39	\$ 114.61	\$ 347.29						\$ 16,407.44	\$ 33,772.06
Linda Skelly	YEMS	Breakfast	\$ 10.65	1.5	188	\$ 3,003.30	\$ 1.00	\$ -		N/A	N/A	N/A		\$ 371.21	\$ 229.75	\$ 19.82	\$ 60.07						\$ 680.85	\$ 3,684.15
Kimberly Smith	YEMS	Breakfast	\$ 10.65	1.5	188	\$ 3,003.30	\$ 1.00	\$ -		N/A	N/A	N/A		\$ 371.21	\$ 229.75	\$ 19.82	\$ 60.07						\$ 680.85	\$ 3,684.15
Kimberly Smith	YEMS	Cook	\$ 12.17	4	188	\$ 9,151.84	\$ 1.00	\$13,853.07	\$ 764.04	N/A	N/A	N/A	\$ 69.60	\$1,131.17	\$ 700.12	\$ 60.40	\$ 183.04						\$ 16,761.43	\$ 25,913.27
Kelly Hazeltine	YEMS	Helper	\$ 10.65	3	186	\$ 5,942.70	\$ 1.00	\$ -	\$ 181.32	N/A	N/A	N/A	\$ 34.80	\$ 734.52	\$ 454.62	\$ 39.22	\$ 118.85						\$ 1,563.33	\$ 7,506.03
Linda Chase	YEMS	Helper	\$ 8.92	4	186	\$ 6,636.48	\$ 1.00	\$ -	\$ -	N/A	N/A	N/A	\$ 34.80	\$ 820.27	\$ 507.69	\$ 43.80	\$ 132.73						\$ 1,539.29	\$ 8,175.77
Jennifer Leofsky	YEMS	Helper	\$ 8.92	3.5	186	\$ 5,806.92	\$ 1.00	\$ -	\$ 181.32	N/A	N/A	N/A	\$ 34.80	\$ 717.74	\$ 444.23	\$ 38.33	\$ 116.14						\$ 1,532.55	\$ 7,339.47
Deb Salapek	YHS	Manager	\$ 14.21	6.5	188	\$ 17,364.62	\$ 1.00	\$ 5,109.93	\$ 469.32	N/A	N/A	N/A	\$ 69.60	\$2,146.27	\$1,328.39	\$ 114.61	\$ 347.29						\$ 9,585.41	\$ 26,950.03
Rose Freebor	YHS	Breakfast	\$ 10.65	1.5	188	\$ 3,003.30	\$ 1.00	\$ -		N/A	N/A	N/A		\$ 371.21	\$ 229.75	\$ 19.82	\$ 60.07						\$ 680.85	\$ 3,684.15
Rose Freebor	YHS	Cook	\$ 12.17	4	188	\$ 9,151.84	\$ 1.00	\$13,852.62	469.32	N/A	N/A	N/A	\$ 69.60	\$1,131.17	\$ 700.12	\$ 60.40	\$ 183.04						\$ 16,466.26	\$ 25,618.10
Linda Skelly	YHS	Helper	\$ 10.65	4	186	\$ 7,923.60	\$ 1.00	\$ 5,109.93	\$ 181.32	N/A	N/A	N/A	\$ 69.60	\$ 979.36	\$ 606.16	\$ 52.30	\$ 158.47						\$ 7,157.13	\$ 15,080.73
Beverly Spencer	YHS	Helper	\$ 10.65	4	186	\$ 7,923.60	\$ 1.00	\$ -	\$ 181.32	N/A	N/A	N/A	\$ 34.80	\$ 979.36	\$ 606.16	\$ 52.30	\$ 158.47						\$ 2,012.40	\$ 9,936.00
Carmen Upling	YHS	Helper	\$ 10.65	4	186	\$ 7,923.60	\$ 1.00	\$ -		N/A	N/A	N/A	\$ 34.80	\$ 979.36	\$ 606.16	\$ 52.30	\$ 158.47						\$ 1,831.08	\$ 9,754.68
Victoria Benson	YHS	Helper	\$ 8.92	3	186	\$ 4,977.36	\$ 1.00	\$ 3,065.96	\$ 181.32	N/A	N/A	N/A	\$ 34.80	\$ 615.20	\$ 380.77	\$ 32.85	\$ 99.55						\$ 4,410.44	\$ 9,387.80
						\$ -	\$ 1.00																\$ -	\$ -
						\$ -	\$ 1.00																\$ -	\$ -
						\$ -	\$ 1.00																\$ -	\$ -
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						\$ -	\$ 1.00																\$ -	\$ -
						\$ -	\$ 1.00																\$ -	\$ -

If Worker'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 pay rates are for school year 2012 to 2013

(This percentage must be based on the State Experience Rate)

Grand Total \$ 190,486.39

Labor and Fringe Benefits to be completed by

Food Service Management Company

3

[illegible]

If Worker'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.

_____ (This percentage must be based on the State Experience Rate)

Grand Total	\$	100,885.68
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The pay rates are for school year 2011 to 2012

SFA Site Listing
General Data and Services to be Provided

Site Name	Address	Grade Levels ¹	Self-Prep or Satellite ²	# of Serving Periods (Lunch)	Meal Service Times			Services to be Provided										# of Serving Days
								Breakfast				Lunch				After School Snack	Special Milk Program	
					Breakfast	Lunch	Afterschool Snack	Meal ³	Offer vs. Serve	A la Carte	Adult Meals	Meal ³	Offer vs. Serve	A la Carte	Adult Meals		Pre-K and/or Kindergarten	
Alleghany Valley Elementary School	100 North Main Street; Clarendon, PA 16313	K to 2	Satellite	2	X	X			X	X	X		X	X	X			175-178
Beaty Warren Middle School	2 Third Street Warren, PA 16365	6 to 8	Self-Prep	3	X	X			X	X	X		X	X	X			175-178
Eisenhower Middle High School	3700 Route 957, Russell, PA 16345	6 to 12	Self-Prep	3	X	X			X	X	X		X	X	X			175-178
Russell Elementary School	6820 Market St., Russell, PA 16345	K to 5	Satellite	3	X	X			X	X	X		X	X	X			175-178
Sheffield Elementary School	PO Box 546; Sheffield, PA 16347	3 to 5	Satellite	2	X	X			X	X	X		X	X	X			175-178
Sheffield Middle High School	6760 Route 6; Sheffield, PA 16347	6 to 12	Self-Prep	2	X	X			X	X	X		X	X	X			175-178
South Street Early Learning Center	713 Pennsylvania Ave. East; Warren, PA 16365	K to 1	Satellite	3	X	X			X	X	X		X	X	X			175-178
Sugar Grove Elementary	101 School Street; Sugar Grove, PA 16350	K to 5	Satellite	2	X	X			X	X	X		X	X	X			175-178
Warren Area Elementary School	343 E. Fifth Avenue; Warren, PA 16365	2 to 5	Self-Prep	4	X	X			X	X	X		X	X	X			175-178
Warren Area High School	345 E. Fifth Avenue; Warren, PA 16365	9 to 12	Self-Prep	3	X	X			X	X	X		X	X	X			175-178
Youngsville Elem Middle School	232 Second St; Youngsville, PA 16371	K to 8	Self-Prep	3	X	X			X	X	X		X	X	X			175-178
Youngsville High School	227 College Street; Youngsville, PA 16371	9 to 12	Self-Prep	2	X	X			X	X	X		X	X	X			175-178

¹ List grade groups that have access to meal service² Indicate if site prepares meals on site or if the meals are satellited in bulk or self-prep³ A reimbursable meal is to be offered that meets the standard established with the menus included as part of this proposal

CHILD AND ADULT CARE FOOD PROGRAM SCHEDULE B PRICING INFORMATION				
Institution: _____			PEARS Agreement Number: _____	
FSMC: _____			<input type="checkbox"/> Unitized <input type="checkbox"/> Family Style	
1. Meal Type	2. Estimated Servings Per Day	3. Estimated # of Serving Days	4. Unit Price	5. Total Price
SELECT ONE				\$ -
SELECT ONE				\$ -
SELECT ONE				\$ -
SELECT ONE				\$ -
SELECT ONE				\$ -
TOTAL				\$ -

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.
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.

NSLP Projected Operating Costs

Contract Begin Date	07/01/12	School Food Authority	
Contract End Date	06/30/13	FSMC Name	
Days of Service	177		

<u>Actual "In-School" Revenue</u>						
(Include Seamless Summer Option (SSO) Actual Revenue, if applicable)						
<u>BREAKFASTS:</u>		<u>MEALS</u>		<u>RATES</u>		
Elementary Paid	#	20,355	X	\$ 1.000	= \$	20,354.70
Elementary Tiered Paid	#		X	\$ -	= \$	-
Middle Paid	#	2,859	X	\$ 1.000	= \$	2,858.55
Middle Tiered Paid	#		X	\$ -	= \$	-
Secondary Paid	#	19,337	X	\$ 1.000	= \$	19,337.25
Secondary Tiered Paid	#		X	\$ -	= \$	-
Reduced-Price	#	17,464	X	\$ 0.300	= \$	5,239.16
Adult Paid	#		X	\$ -	= \$	-
A la Carte Sales	#	2,863	X	\$ 2.878	= \$	8,240.58
Subtotal Breakfasts	#	62,878			\$	56,030.23
<u>LUNCHES:</u>						
Elementary Paid	#	115,519	X	\$ 2.000	= \$	231,038.10
Elementary Tiered Paid	#		X	\$ -	= \$	-
Middle Paid	#	24,045	X	\$ 2.150	= \$	51,697.72
Middle Tiered Paid	#		X	\$ -	= \$	-
Secondary Paid	#	92,483	X	\$ 2.150	= \$	198,837.38
Secondary Tiered Paid	#	32,376	X	\$ 2.660	= \$	86,120.16
Reduced-Price	#	43,769	X	\$ 0.400	= \$	17,507.74
Adult	#	15,472	X	\$ 3.500	= \$	54,150.95
A la Carte Sales	#	64,864	X	\$ 2.878	= \$	186,678.88
Subtotal Lunches	#	388,528			\$	826,030.92
<u>SNACKS/SUPPLEMENTS</u>						
Paid	#		X	\$ -	= \$	-
Reduced-Price	#		X	\$ -	= \$	-
Adult	#		X	\$ -	= \$	-
A la Carte Sales	#		X	\$ -	= \$	-
Subtotal Snacks/Supplements	#	-			\$	-
<u>OTHER:</u>						
Special Milk					\$	-
Vending Machine Sales/Concession					\$	-
Special Functions					\$	-
Subtotal Other					\$	-
Total "IN-SCHOOL" Revenue	#	451,406			\$	882,061.15

Federal Reimbursement									
To Be Completed By SFA (include SSO Reimbursements, if applicable)									
<u>BREAKFASTS:</u>									
Paid	#	45,401	X	\$	0.270	=	\$		12,258.14
Free	#	10,089	X	\$	1.510	=	\$		15,234.39
Free, Severe Need	#	102,572	X	\$	1.800	=	\$		184,628.70
Reduced	#	2,018	X	\$	1.210	=	\$		2,441.54
Reduced, Severe Need	#	15,638	X	\$	1.500	=	\$		23,456.93
	Subtotal Breakfasts	#			175,717		\$		238,019.69
<u>HIGH RATE LUNCHES:</u>									
Paid	#		X	\$	-	=	\$		-
Free	#		X	\$	-	=	\$		-
Reduced	#		X	\$	-	=	\$		-
	Subtotal High Rate Lunches	#			-		\$		-
<u>LOW RATE LUNCHES:</u>									
Paid	#	232,047	X	\$	0.260	=	\$		60,332.22
Free	#	223,135	X	\$	2.770	=	\$		618,084.09
Reduced	#	41,869	X	\$	2.370	=	\$		99,230.36
	Subtotal Low Rate Lunches	#			497,051		\$		777,646.67
<u>SNACKS/SUPPLEMENTS:</u>									
Paid	#		X	\$	-	=	\$		-
Free	#		X	\$	-	=	\$		-
Reduced	#		X	\$	-	=	\$		-
	Subtotal Snacks/Supplements	#			-		\$		-
<u>SPECIAL MILK</u>									
Paid	#		X	\$	-	=	\$		-
Free*	#		X	\$	-	=	\$		-
	Subtotal Special Milk	#			-		\$		-
Total Federal Reimbursement		#			672,768		\$		1,015,666.36

(This page to be completed by FSMC)		<u>TOTAL COST</u>	<u>COST/MEAL</u> (Only if Fixed Price Contract)
EXPENSES:			
Food Cost-Including Commodities* Enter the amounts of food and milk purchased and received. Include the Commodity Distribution Assessment Fee, Commodity Value and Bonus Commodity Value (Do not include rebates, discounts and credits)		\$ -	\$ -
Commodity Delivery Charge* Enter the charge to have the commodities delivered		\$ -	\$ -
Direct Labor and Benefits* Enter the gross amount paid for salaries and fringe benefits to foodservice workers		\$ -	\$ -
Other Direct* Enter the cost for nonfood items such as paper goods, supplies, equipment repairs		\$ -	\$ -
Nonreimbursable Expenses* Enter all expenditures that are not an allowable cost for reimbursement 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		\$ -	\$ -
Indirect Costs* Enter the amount of utilities and indirect labor charged to manage the program		\$ -	\$ -
Other: Please List*		\$ -	\$ -
Sub-total Expenses/Total Cost Per Meal		\$ -	\$ -
Less Rebates, Discounts and Applicable Credits		\$ -	
			SUMMARY
		Total Revenue	\$ 1,976,702.52
Guarantee to SFA	\$ -	Total Expenses	\$ (110,593.85)
School Nutrition Program-Profit or (Loss)			\$ 2,087,296.37

*All items must be included in a budget summary and itemized in full detail

National School Lunch Program (NSLP) Reimbursement Rates-2011-12							
Description	High Lunch	Low Lunch	Severe Need Breakfast	Regular Breakfast	Special Milk	Area Eligible Snack	Regular Snack
Paid	0.28	0.26	0.27	0.27	0.2050		0.07
Free	2.79	2.77	1.80	1.51		0.76	0.76
Reduced	2.39	2.37	1.50	1.21			0.38

State Reimbursement Rates	
Description	Rate
Lunch	0.10
Breakfast	0.10
Additional amount for Lunch if breakfast participation >20%	0.04
Additional amount for Lunch if breakfast participation <= 20%	0.02

SNI State Reimbursement Rates	
Description	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) Reimbursement Rates		
Meals	Operating Rates	Administrative Rates
Breakfast	1.76	0.1375
Lunch	3.06	0.2650
Supper	3.06	0.2650
AM Snack	0.71	0.0700
PM Snack	0.71	0.0700

Budget Summary

Warren County School District

2012-13

EXPENSES:

TOTAL COST

Food Cost-Including Commodities*

Commodity Delivery Charge*

Direct Labor and Benefits* (FSMC)

Direct Labor and Benefits* (SFA)

Other Direct

Liability/Fidelity Insurance

Promotions

Paper Supplies

Cleaning Supplies

Uniforms

Nutrition Education / Promo's

Smallwares Replacement

FSD Travel

Telephone

Licenses & Fees

Computers/ technology

Office Supplies

Vehicle Expenses/Fuel/Travel

Repairs & Maintenance

Sub-total Other Direct

\$ - \$ -

Nonreimbursable Expenses*

\$ -

Fees

Cost/Meal

Total Meals

Administrative Fee*

FSMC Management Fee*

Total Fees

\$ - \$ -

Indirect costs

\$ -

Sub-total Other

\$ -

District Other

Total Expenses

\$ -

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
C/O Mr. Jim Grosch
Director of Business Services
589 Hospital Drive, Suite A
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 mandatory pre-bid meeting and walk-through is scheduled for May 24, 2012 at 9:00 a.m. at 589 Hospital Drive, Suite A; Warren, PA. Interested bidders will be provided an opportunity to tour sites within the Warren County School District.

All proposals must be submitted no later than 2:00 p.m. on June 7, 2012. 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.

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) Director of Business Services within five (5) calendar days of the bid date.
2. Response, in writing, from the WCSD Director of Business Services within three (3) calendar days.
3. If the decision of the WCSD Director of Business Services is not satisfactory: the written Letter of Protest, and WCSD Director of Business Services' written response, may be submitted, within three (3) calendar days of the WCSD Director of Business Services' 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.

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 Head Start)

<u>Day 1</u>	<u>Day 2</u>	<u>Day 3</u>	<u>Day 4</u>	<u>Day 5</u>
<u>Main Entrée</u> Breakfast Pizza (Eggs, Cheese & Meat) (or) Breakfast Pizza (Eggs & Cheese)	<u>Main Entrée</u> Pancakes Bacon	<u>Main Entrée</u> Scrambled Cheese Eggs Toast	<u>Main Entrée</u> Egg & Cheese Bagel	<u>Main Entrée</u> Cinnamon Roll
<u>Available Daily</u> Muffins Yogurt & Graham Crackers Cereal & Toast Pop Tarts Breakfast Bars Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Muffins Yogurt & Graham Crackers Cereal & Toast Pop Tarts Breakfast Bars Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Muffins Yogurt & Graham Crackers Cereal & Toast Pop Tarts Breakfast Bars Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Muffins Yogurt & Graham Crackers Cereal & Toast Pop Tarts Breakfast Bars Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Muffins Yogurt & Graham Crackers Cereal & Toast Pop Tarts Breakfast Bars Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk

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 Head Start)

<u>Day 6</u>	<u>Day 7</u>	<u>Day 8</u>	<u>Day 9</u>	<u>Day 10</u>
<u>Main Entrée</u> French Toast Sticks Bacon	<u>Main Entrée</u> Breakfast Pizza (Eggs, Cheese & Meat) (or) Breakfast Pizza (Eggs & Cheese)	<u>Main Entrée</u> Scrambled Eggs Sausage Home Fries Toast	<u>Main Entrée</u> Belgian Waffle Sticks Sausage	<u>Main Entrée</u> Cinnamon Roll
<u>Available Daily</u> Muffins Yogurt & Graham Crackers Cereal & Toast Pop Tarts Breakfast Bars Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Muffins Yogurt & Graham Crackers Cereal & Toast Pop Tarts Breakfast Bars Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Muffins Yogurt & Graham Crackers Cereal & Toast Pop Tarts Breakfast Bars Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Muffins Yogurt & Graham Crackers Cereal & Toast Pop Tarts Breakfast Bars Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Muffins Yogurt & Graham Crackers Cereal & Toast Pop Tarts Breakfast Bars Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk

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 Head Start)

<u>Day 11</u>	<u>Day 12</u>	<u>Day 13</u>	<u>Day 14</u>	<u>Day 15</u>
<u>Main Entrée</u> Ham, Egg & Cheese Bagel (or) Egg & Cheese Bagel	<u>Main Entrée</u> Scrambled Cheese Eggs Toast	<u>Main Entrée</u> Pancakes Bacon	<u>Main Entrée</u> Breakfast Pizza (Eggs, Cheese & Meat) (or) Breakfast Pizza (Eggs & Cheese)	<u>Main Entrée</u> Cinnamon Roll
<u>Available Daily</u> Muffins Yogurt & Graham Crackers Cereal & Toast Pop Tarts Breakfast Bars Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Muffins Yogurt & Graham Crackers Cereal & Toast Pop Tarts Breakfast Bars Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Muffins Yogurt & Graham Crackers Cereal & Toast Pop Tarts Breakfast Bars Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Muffins Yogurt & Graham Crackers Cereal & Toast Pop Tarts Breakfast Bars Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Muffins Yogurt & Graham Crackers Cereal & Toast Pop Tarts Breakfast Bars Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk

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 Head Start)

<u>Day 16</u>	<u>Day 17</u>	<u>Day 18</u>	<u>Day 19</u>	<u>Day 20</u>
<u>Main Entrée</u> French Toast Sticks Bacon	<u>Main Entrée</u> Breakfast Pizza (Eggs, Cheese & Meat) (or) Breakfast Pizza (Eggs & Cheese)	<u>Main Entrée</u> Waffle Fruit Topping Sausage	<u>Main Entrée</u> Scrambled Eggs Sausage Home Fries Toast	<u>Main Entrée</u> Cinnamon Roll
<u>Available Daily</u> Muffins Yogurt & Graham Crackers Cereal & Toast Pop Tarts Breakfast Bars Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Muffins Yogurt & Graham Crackers Cereal & Toast Pop Tarts Breakfast Bars Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Muffins Yogurt & Graham Crackers Cereal & Toast Pop Tarts Breakfast Bars Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Muffins Yogurt & Graham Crackers Cereal & Toast Pop Tarts Breakfast Bars Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Muffins Yogurt & Graham Crackers Cereal & Toast Pop Tarts Breakfast Bars Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk

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 Head Start)

<p><u>Day 21</u></p> <p><u>Main Entrée</u> Egg & Cheese Bagel</p> <p><u>Available Daily</u> Muffins Yogurt & Graham Crackers Cereal & Toast Pop Tarts Breakfast Bars Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk</p>				
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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 Head Start)

<u>Day 1</u>	<u>Day 2</u>	<u>Day 3</u>	<u>Day 4</u>	<u>Day 5</u>
<u>Main Entrée</u> Meatball Hero Sandwich w/ Mozzarella Cheese Oven Potatoes	<u>Main Entrée</u> Salisbury Steak Mashed Potatoes w/ Gravy Breadstick Broccoli	<u>Main Entrée</u> Philly Cheese Steak Sandwich Carrot & Celery Sticks Cookie	<u>Main Entrée</u> Grilled Ham & Cheese Sandwich Scalloped Potatoes	<u>Main Entrée</u> Popcorn Chicken Mashed Potatoes w/ Gravy Corn Apple Crisp
<u>Convenience</u> Chef Salad w/ breadstick Chef Salad (no meat) w/ breadstick Turkey & Cheese Wrap Cheese Wrap	<u>Convenience</u> Chef Salad w/ breadstick Chef Salad (no meat) w/ breadstick Turkey & Cheese Wrap Cheese Wrap	<u>Convenience</u> Chef Salad w/ breadstick Chef Salad (no meat) w/ breadstick Turkey & Cheese Wrap Cheese Wrap	<u>Convenience</u> Chef Salad w/ breadstick Chef Salad (no meat) w/ breadstick Turkey & Cheese Wrap Cheese Wrap	<u>Convenience</u> Chef Salad w/ breadstick Chef Salad (no meat) w/ breadstick Turkey & Cheese Wrap Cheese Wrap
<u>Pizzeria</u> Pepperoni Cheese	<u>Pizzeria</u> Pepperoni Cheese	<u>Pizzeria</u> Pepperoni Cheese	<u>Pizzeria</u> Pepperoni Cheese	<u>Pizzeria</u> Pepperoni Cheese
<u>Grill Line</u> Cheeseburger on a bun	<u>Grill Line</u> Cheeseburger on a bun	<u>Grill Line</u> Cheeseburger on a bun	<u>Grill Line</u> Cheeseburger on a bun	<u>Grill Line</u> Cheeseburger on a bun
<u>Available Daily</u> Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla 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 Head Start)

<u>Day 6</u>	<u>Day 7</u>	<u>Day 8</u>	<u>Day 9</u>	<u>Day 10</u>
<u>Main Entrée</u> Corn Dog Baked Potato Wedges	<u>Main Entrée</u> Pasta & Meatballs Tossed Salad Breadstick	<u>Main Entrée</u> Hot Turkey Sandwich Mashed Potatoes w/ Gravy Cookie	<u>Main Entrée</u> BBQ Chicken Tender Sub Green Beans	<u>Main Entrée</u> Grilled Cheese Sandwich Tomato Soup Rice Krispy Treat
<u>Convenience</u> Chicken Caesar Salad w/ breadstick Caesar Salad w/ breadstick Ham and Cheese Sub Cheese Sub	<u>Convenience</u> Chicken Caesar Salad w/ breadstick Caesar Salad w/ breadstick Ham and Cheese Sub Cheese Sub	<u>Convenience</u> Chicken Caesar Salad w/ breadstick Caesar Salad w/ breadstick Ham and Cheese Sub Cheese Sub	<u>Convenience</u> Chicken Caesar Salad w/ breadstick Caesar Salad w/ breadstick Ham and Cheese Sub Cheese Sub	<u>Convenience</u> Chicken Caesar Salad w/ breadstick Caesar Salad w/ breadstick Ham and Cheese Sub Cheese Sub
<u>Pizzeria</u> Bacon Cheese	<u>Pizzeria</u> Bacon Cheese	<u>Pizzeria</u> Bacon Cheese	<u>Pizzeria</u> Bacon Cheese	<u>Pizzeria</u> Bacon Cheese
<u>Grill Line</u> Taco Nachos Nachos	<u>Grill Line</u> Taco Nachos Nachos	<u>Grill Line</u> Taco Nachos Nachos	<u>Grill Line</u> Taco Nachos Nachos	<u>Grill Line</u> Taco Nachos Nachos
<u>Available Daily</u> Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla 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 Head Start)

<u>Day 11</u>	<u>Day 12</u>	<u>Day 13</u>	<u>Day 14</u>	<u>Day 15</u>
<u>Main Entrée</u> Lasagna Tossed Salad Breadstick	<u>Main Entrée</u> Chicken Nuggets Perogies Green Beans	<u>Main Entrée</u> Macaroni & Cheese Broccoli Cookie	<u>Main Entrée</u> Belgian Waffle Sticks Sausage Hash Brown Pattie	<u>Main Entrée</u> Rotisserie Chicken Mashed Potatoes Breadstick Pudding
<u>Convenience</u> Taco Salad (Meat) w/ whole wheat tortilla Taco Salad (no meat) w/ whole wheat tortilla Chicken Ranch Wrap	<u>Convenience</u> Taco Salad (Meat) w/ whole wheat tortilla Taco Salad (no meat) w/ whole wheat tortilla Chicken Ranch Wrap	<u>Convenience</u> Taco Salad (Meat) w/ whole wheat tortilla Taco Salad (no meat) w/ whole wheat tortilla Chicken Ranch Wrap	<u>Convenience</u> Taco Salad (Meat) w/ whole wheat tortilla Taco Salad (no meat) w/ whole wheat tortilla Chicken Ranch Wrap	<u>C Convenience</u> Taco Salad (Meat) w/ whole wheat tortilla Taco Salad (no meat) w/ whole wheat tortilla Chicken Ranch Wrap
<u>Pizzeria</u> Pepperoni Cheese	<u>Pizzeria</u> Pepperoni Cheese	<u>Pizzeria</u> Pepperoni Cheese	<u>Pizzeria</u> Pepperoni Cheese	<u>Pizzeria</u> Pepperoni Cheese
<u>Grill Line</u> Hot Dog on a bun	<u>Grill Line</u> Hot Dog on a bun	<u>Grill Line</u> Hot Dog on a bun	<u>Grill Line</u> Hot Dog on a bun	<u>Grill Line</u> Hot Dog on a bun
<u>Available Daily</u> Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla 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 Head Start)

<u>Day 16</u>	<u>Day 17</u>	<u>Day 18</u>	<u>Day 19</u>	<u>Day 20</u>
<u>Main Entrée</u> Buffalo Chicken Tenders Carrot and Celery Sticks	<u>Main Entrée</u> Egg & Cheese Bagel Hash Brown Pattie Sausage	<u>Main Entrée</u> Chicken Parmesan Pasta Green Beans Cookie	<u>Main Entrée</u> Sweet & Sour Chicken Rice Egg roll Steamed Snow Peas	<u>Main Entrée</u> BBQ Pork Sliders on a bun Oven Potatoes Apple Crisp
<u>Convenience</u> BBQ Chicken Salad w/ breadstick Turkey & Cheese Wrap Cheese Wrap	<u>Convenience</u> BBQ Chicken Salad w/ breadstick Turkey & Cheese Wrap Cheese Wrap	<u>Convenience</u> BBQ Chicken Salad w/ breadstick Turkey & Cheese Wrap Cheese Wrap	<u>Convenience</u> BBQ Chicken Salad w/ breadstick Turkey & Cheese Wrap Cheese Wrap	<u>Convenience</u> BBQ Chicken Salad w/ breadstick Turkey & Cheese Wrap Cheese Wrap
<u>Pizzeria</u> Sausage Cheese	<u>Pizzeria</u> Sausage Cheese	<u>Pizzeria</u> Sausage Cheese	<u>Pizzeria</u> Sausage Cheese	<u>Pizzeria</u> Sausage Cheese
<u>Grill Line</u> Chicken Nuggets	<u>Grill Line</u> Chicken Nuggets	<u>Grill Line</u> Chicken Nuggets	<u>Grill Line</u> Chicken Nuggets	<u>Grill Line</u> Chicken Nuggets
<u>Available Daily</u> Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla 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 Head Start)

<p><u>Day 21</u></p> <p><u>Main Entrée</u> Popcorn Chicken Mashed Potatoes w/ Gravy Corn</p> <p><u>Convenience</u> Crispy Chicken Salad w/ breadstick Chef Salad (no meat) w/ breadstick Ham and Cheese Sub Cheese Sub</p> <p><u>Pizzeria</u> Chicken Wing Cheese</p> <p><u>Grill Line</u> French Toast Sticks</p> <p><u>Available Daily</u> Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk</p>				
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WCSD Breakfast Menu – All High Schools & Middle School

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

<u>Day 1</u>	<u>Day 2</u>	<u>Day 3</u>	<u>Day 4</u>	<u>Day 5</u>
<u>Main Entrée</u> Breakfast Pizza (Eggs, Cheese & Meat) (or) Breakfast Pizza (Eggs & Cheese)	<u>Main Entrée</u> Pancakes Bacon	<u>Main Entrée</u> Scrambled Cheese Eggs Toast	<u>Main Entrée</u> Egg & Cheese Bagel	<u>Main Entrée</u> Cinnamon Roll
<u>Available Daily</u> Muffins Yogurt Parfaits Pop Tarts Cereal & Toast Breakfast Bars Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Muffins Yogurt Parfaits Pop Tarts Cereal & Toast Breakfast Bars Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Muffins Yogurt Parfaits Pop Tarts Cereal & Toast Breakfast Bars Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Muffins Yogurt Parfaits Pop Tarts Cereal & Toast Breakfast Bars Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Muffins Yogurt Parfaits Pop Tarts Cereal & Toast Breakfast Bars Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk

WCSD Breakfast Menu – All High Schools & Middle School

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

<u>Day 6</u>	<u>Day 7</u>	<u>Day 8</u>	<u>Day 9</u>	<u>Day 10</u>
<u>Main Entrée</u> French Toast Sticks Bacon	<u>Main Entrée</u> Breakfast Pizza (Eggs, Cheese & Meat) (or) Breakfast Pizza (Eggs & Cheese)	<u>Main Entrée</u> Scrambled Eggs Sausage Home Fries Toast	<u>Main Entrée</u> Belgian Waffle Sticks Sausage	<u>Main Entrée</u> Cinnamon Roll
<u>Available Daily</u> Muffins Yogurt Parfaits Pop Tarts Cereal & Toast Breakfast Bars Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Muffins Yogurt Parfaits Pop Tarts Cereal & Toast Breakfast Bars Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Muffins Yogurt Parfaits Pop Tarts Cereal & Toast Breakfast Bars Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Muffins Yogurt Parfaits Pop Tarts Cereal & Toast Breakfast Bars Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Muffins Yogurt Parfaits Pop Tarts Cereal & Toast Breakfast Bars Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk

WCSD Breakfast Menu – All High Schools & Middle School

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

<u>Day 11</u>	<u>Day 12</u>	<u>Day 13</u>	<u>Day 14</u>	<u>Day 15</u>
<u>Main Entrée</u> Ham, Egg & Cheese Bagel (or) Egg & Cheese	<u>Main Entrée</u> Scrambled Cheese Eggs Toast	<u>Main Entrée</u> Pancakes Bacon	<u>Main Entrée</u> Breakfast Pizza (Eggs, Cheese & Meat) (or) Breakfast Pizza (Eggs & Cheese)	<u>Main Entrée</u> Cinnamon Roll
<u>Available Daily</u> Muffins Yogurt Parfaits Pop Tarts Cereal & Toast Breakfast Bars Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Muffins Yogurt Parfaits Pop Tarts Cereal & Toast Breakfast Bars Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Muffins Yogurt Parfaits Pop Tarts Cereal & Toast Breakfast Bars Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Muffins Yogurt Parfaits Pop Tarts Cereal & Toast Breakfast Bars Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Muffins Yogurt Parfaits Pop Tarts Cereal & Toast Breakfast Bars Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk

WCSD Breakfast Menu – All High Schools & Middle School

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

<u>Day 16</u>	<u>Day 17</u>	<u>Day 18</u>	<u>Day 19</u>	<u>Day 20</u>
<u>Main Entrée</u> French Toast Sticks Bacon	<u>Main Entrée</u> Breakfast Pizza (Eggs, Cheese & Meat) (or) Breakfast Pizza (Eggs & Cheese)	<u>Main Entrée</u> Waffle Fruit Topping Sausage	<u>Main Entrée</u> Scrambled Eggs Sausage Home Fries	<u>Main Entrée</u> Cinnamon Roll
<u>Available Daily</u> Muffins Yogurt Parfaits Pop Tarts Cereal & Toast Breakfast Bars Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Muffins Yogurt Parfaits Pop Tarts Cereal & Toast Breakfast Bars Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Muffins Yogurt Parfaits Pop Tarts Cereal & Toast Breakfast Bars Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Muffins Yogurt Parfaits Pop Tarts Cereal & Toast Breakfast Bars Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Muffins Yogurt Parfaits Pop Tarts Cereal & Toast Breakfast Bars Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk

WCSD Breakfast Menu – All High Schools & Middle School

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

<u>Day 21</u> <u>Main Entrée</u> Egg & Cheese Bagel <u>Available Daily</u> Muffins Yogurt Parfaits Pop Tarts Cereal & Toast Breakfast Bars Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk				
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WCSD Lunch Menu – All High Schools & Middle School

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

<u>Day 1</u>	<u>Day 2</u>	<u>Day 3</u>	<u>Day 4</u>	<u>Day 5</u>
<u>Main Entrée</u> Meatball Hero w/ Mozzarella Cheese Oven Potatoes	<u>Main Entrée</u> Salisbury Steak Mashed Potatoes w/ Gravy Breadstick Broccoli	<u>Main Entrée</u> Philly Cheese Steak Sub Carrot & Celery Sticks Cookie	<u>Main Entrée</u> Grilled Ham and Cheese Sandwich Scalloped Potatoes	<u>Main Entrée</u> Popcorn Chicken Mashed Potatoes w/ Gravy Corn Apple Crisp
<u>Convenience</u> Chef Salad w/ breadstick Chef Salad (no meat) w/ breadstick Turkey & Cheese Wrap Cheese Wrap	<u>Convenience</u> Chef Salad w/ breadstick Chef Salad (no meat) w/ breadstick Turkey & Cheese Wrap Cheese Wrap	<u>Convenience</u> Chef Salad w/ breadstick Chef Salad (no meat) w/ breadstick Turkey & Cheese Wrap Cheese Wrap	<u>Convenience</u> Chef Salad w/ breadstick Chef Salad (no meat) w/ breadstick Turkey & Cheese Wrap Cheese Wrap	<u>Convenience</u> Chef Salad w/ breadstick Chef Salad (no meat) w/ breadstick Turkey & Cheese Wrap Cheese Wrap
<u>Pizzeria</u> Pepperoni Cheese	<u>Pizzeria</u> Pepperoni Cheese	<u>Pizzeria</u> Pepperoni Cheese	<u>Pizzeria</u> Pepperoni Cheese	<u>Pizzeria</u> Pepperoni Cheese
<u>Pasta Bar</u> (choice of sauce) Marinara Sauce Meat Sauce Cheese Sauce	<u>Pasta Bar</u> (choice of sauce) Marinara Sauce Meat Sauce Cheese Sauce	<u>Pasta Bar</u> (choice of sauce) Marinara Sauce Meat Sauce Cheese Sauce	<u>Pasta Bar</u> (choice of sauce) Marinara Sauce Meat Sauce Cheese Sauce	<u>Pasta Bar</u> (choice of sauce) Marinara Sauce Meat Sauce Cheese Sauce
<u>Grill Line</u> Chicken Pattie on a bun Spicy Chicken Pattie on a bun Cheeseburger on a bun	<u>Grill Line</u> Chicken Pattie on a bun Spicy Chicken Pattie on a bun Cheeseburger on a bun	<u>Grill Line</u> Chicken Pattie on a bun Spicy Chicken Pattie on a bun Cheeseburger on a bun	<u>Grill Line</u> Chicken Pattie on a bun Spicy Chicken Pattie on a bun Cheeseburger on a bun	<u>Grill Line</u> Chicken Pattie on a bun Spicy Chicken Pattie on a bun Cheeseburger on a bun
<u>Available Daily</u> Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk

WCSD Lunch Menu – All High Schools & Middle School

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

<u>Day 6</u>	<u>Day 7</u>	<u>Day 8</u>	<u>Day 9</u>	<u>Day 10</u>
<u>Main Entrée</u> Corn Dog Baked Potato Wedges	<u>Main Entrée</u> Pasta & Meatballs Tossed Salad Breadstick	<u>Main Entrée</u> Hot Turkey Sandwich Mashed Potatoes w/ Gravy Cookie	<u>Main Entrée</u> BBQ Chicken Tender Sub Green Beans	<u>Main Entrée</u> Grilled Cheese Sandwich Tomato Soup Rice Krispy Treat
<u>Convenience</u> Chicken Caesar Salad w/ breadstick Caesar Salad w/ breadstick Ham and Cheese Sub Cheese Sub	<u>Convenience</u> Chicken Caesar Salad w/ breadstick Caesar Salad w/ breadstick Ham and Cheese Sub Cheese Sub	<u>Convenience</u> Chicken Caesar Salad w/ breadstick Caesar Salad w/ breadstick Ham and Cheese Sub Cheese Sub	<u>Convenience</u> Chicken Caesar Salad w/ breadstick Caesar Salad w/ breadstick Ham and Cheese Sub Cheese Sub	<u>Convenience</u> Chicken Caesar Salad w/ breadstick Caesar Salad w/ breadstick Ham and Cheese Sub Cheese Sub
<u>Pizzeria</u> Bacon Cheese	<u>Pizzeria</u> Bacon Cheese	<u>Pizzeria</u> Bacon Cheese	<u>Pizzeria</u> Bacon Cheese	<u>Pizzeria</u> Bacon Cheese
<u>Taco Bar w/ Fixings</u> (choice of meat) Ground Beef Chicken	<u>Taco Bar w/ Fixings</u> (choice of meat) Ground Beef Chicken	<u>Taco Bar w/ Fixings</u> (choice of meat) Ground Beef Chicken	<u>Taco Bar w/ Fixings</u> (choice of meat) Ground Beef Chicken	<u>Taco Bar w/ Fixings</u> (choice of meat) Ground Beef Chicken
<u>Grill Line</u> Chicken Pattie on a bun Spicy Chicken Pattie on a bun Cheeseburger on a bun	<u>Grill Line</u> Chicken Pattie on a bun Spicy Chicken Pattie on a bun Cheeseburger on a bun	<u>Grill Line</u> Chicken Pattie on a bun Spicy Chicken Pattie on a bun Cheeseburger on a bun	<u>Grill Line</u> Chicken Pattie on a bun Spicy Chicken Pattie on a bun Cheeseburger on a bun	<u>Grill Line</u> Chicken Pattie on a bun Spicy Chicken Pattie on a bun Cheeseburger on a bun
<u>Available Daily</u> Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk

WCSD Lunch Menu – All High Schools & Middle School

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

<u>Day 11</u>	<u>Day 12</u>	<u>Day 13</u>	<u>Day 14</u>	<u>Day 15</u>
<u>Main Entrée</u> Lasagna Tossed Salad Breadstick	<u>Main Entrée</u> Chicken Nuggets Perogies Green Beans	<u>Main Entrée</u> Macaroni & Cheese Broccoli Cookie	<u>Main Entrée</u> Belgian Waffle Sticks Sausage Hash Brown Pattie	<u>Main Entrée</u> Rotisserie Chicken Mashed Potatoes Bread Stick Pudding
<u>Convenience</u> Taco Salad (meat) w/ whole wheat tortilla Taco Salad (no meat) w/ whole wheat tortilla Chicken Ranch Wrap	<u>Convenience</u> Taco Salad (meat) w/ whole wheat tortilla Taco Salad (no meat) w/ whole wheat tortilla Chicken Ranch Wrap	<u>Convenience</u> Taco Salad (meat) w/ whole wheat tortilla Taco Salad (no meat) w/ whole wheat tortilla Chicken Ranch Wrap	<u>Convenience</u> Taco Salad (meat) w/ whole wheat tortilla Taco Salad (no meat) w/ whole wheat tortilla Chicken Ranch Wrap	<u>Convenience</u> Taco Salad (meat) w/ whole wheat tortilla Taco Salad (no meat) w/ whole wheat tortilla Chicken Ranch Wrap
<u>Pizzeria</u> Chicken Wing Cheese	<u>Pizzeria</u> Chicken Wing Cheese	<u>Pizzeria</u> Chicken Wing Cheese	<u>Pizzeria</u> Chicken Wing Cheese	<u>Pizzeria</u> Chicken Wing Cheese
<u>Pasta Bar</u> (choice of sauce) Marinara Sauce Meat Sauce Cheese Sauce	<u>Pasta Bar</u> (choice of sauce) Marinara Sauce Meat Sauce Cheese Sauce	<u>Pasta Bar</u> (choice of sauce) Marinara Sauce Meat Sauce Cheese Sauce	<u>Pasta Bar</u> (choice of sauce) Marinara Sauce Meat Sauce Cheese Sauce	<u>Pasta Bar</u> (choice of sauce) Marinara Sauce Meat Sauce Cheese Sauce
<u>Grill Line</u> Chicken Pattie on a bun Spicy Chicken Pattie on a bun Cheeseburger on a bun	<u>Grill Line</u> Chicken Pattie on a bun Spicy Chicken Pattie on a bun Cheeseburger on a bun	<u>Grill Line</u> Chicken Pattie on a bun Spicy Chicken Pattie on a bun Cheeseburger on a bun	<u>Grill Line</u> Chicken Pattie on a bun Spicy Chicken Pattie on a bun Cheeseburger on a bun	<u>Grill Line</u> Chicken Pattie on a bun Spicy Chicken Pattie on a bun Cheeseburger on a bun
<u>Available Daily</u> Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk

WCSD Lunch Menu – All High Schools & Middle School

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

<u>Day 16</u>	<u>Day 17</u>	<u>Day 18</u>	<u>Day 19</u>	<u>Day 20</u>
<u>Main Entrée</u> Buffalo Chicken Tenders Carrot and Celery Sticks	<u>Main Entrée</u> Egg & Cheese Bagel Hash Brown Pattie Sausage	<u>Main Entrée</u> Chicken Parmesan Pasta Green Beans Cookie	<u>Main Entrée</u> Sweet & Sour Chicken Rice Egg roll Steamed Snow Peas	<u>Main Entrée</u> BBQ Pork Sliders on a bun Oven Potatoes Apple Crisp
<u>Convenience</u> BBQ Chicken Salad w/ breadstick Turkey & Cheese Wrap Cheese Wrap	<u>Convenience</u> BBQ Chicken Salad w/ breadstick Turkey & Cheese Wrap Cheese Wrap	<u>Convenience</u> BBQ Chicken Salad w/ breadstick Turkey & Cheese Wrap Cheese Wrap	<u>Convenience</u> BBQ Chicken Salad w/ breadstick Turkey & Cheese Wrap Cheese Wrap	<u>Convenience</u> BBQ Chicken Salad w/ breadstick Turkey & Cheese Wrap Cheese Wrap
<u>Pizzeria</u> Sausage Cheese	<u>Pizzeria</u> Sausage Cheese	<u>Pizzeria</u> Sausage Cheese	<u>Pizzeria</u> Sausage Cheese	<u>Pizzeria</u> Sausage Cheese
<u>Taco Bar w/ Fixings</u> (choice of meat) Ground Beef Chicken	<u>Taco Bar w/ Fixings</u> (choice of meat) Ground Beef Chicken	<u>Taco Bar w/ Fixings</u> (choice of meat) Ground Beef Chicken	<u>Taco Bar w/ Fixings</u> (choice of meat) Ground Beef Chicken	<u>Taco Bar w/ Fixings</u> (choice of meat) Ground Beef Chicken
<u>Grill Line</u> Chicken Pattie on a bun Spicy Chicken Pattie on a bun Cheeseburger on a bun	<u>Grill Line</u> Chicken Pattie on a bun Spicy Chicken Pattie on a bun Cheeseburger on a bun	<u>Grill Line</u> Chicken Pattie on a bun Spicy Chicken Pattie on a bun Cheeseburger on a bun	<u>Grill Line</u> Chicken Pattie on a bun Spicy Chicken Pattie on a bun Cheeseburger on a bun	<u>Grill Line</u> Chicken Pattie on a bun Spicy Chicken Pattie on a bun Cheeseburger on a bun
<u>Available Daily</u> Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk

WCSD Lunch Menu – All High Schools & Middle School

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

<p><u>Day 21</u></p> <p><u>Main Entrée</u> Popcorn Chicken Mashed Potatoes w/ Gravy Corn</p> <p><u>Convenience</u> Crispy Chicken Salad Chef Salad (no meat) Ham and Cheese Sub Cheese Sub</p> <p><u>Pizzeria</u> Chicken Wing Cheese</p> <p><u>Pasta Bar</u> (choice of sauce) Marinara Sauce Meat Sauce Cheese Sauce</p> <p><u>Grill Line</u> Chicken Pattie on a bun Spicy Chicken Pattie on a bun Cheeseburger on a bun</p> <p><u>Available Daily</u> Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk</p>				
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WCSD FSMC RFP 2012

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for the Summer Food Service Program

¹ Do not include Special Functions

<u>All expenses contracted for and charged to the Food Service Account- to be completed by FSMC</u>			
		<u>TOTAL COST</u>	<u>COST/MEAL</u>
<u>EXPENSES:</u>			
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		\$ -	\$ -
Less Commodity Usage @	\$ 0.0150 Per Reimbursable Lun	0	\$ -
Total Expenses		\$ -	
<u>SUMMARY:</u>			
Guarantee to SFA	\$ -	Total Revenue	\$ 8,450.00
		Total Expenses	\$ -
School Nutrition Program-Profit or (Loss)			\$ 8,450.00

0

<p>If Worker's Compensation cost is charged to the food service, what is the percentage? _____ (This percentage must be based on the State Experience Rate)</p> <p>Note: Use actual rates for SFA; do not use a prorated statewide average benefit rate.</p> <p>The pay rates are for school year 2011 _____ to 2012 _____</p>		Grand Total	\$	6,026.32
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WCSD Summer Food Service Menu – All Locations

(Allegheny Valley Elementary, Sheffield Elementary (cold drop site) and Youngsville Elementary/Middle)

<u>Day 1</u>	<u>Day 2</u>	<u>Day 3</u>	<u>Day 4</u>	<u>Day 5</u>
<u>Main Entrée</u> Chicken Nuggets Oven Potatoes Chef Salad w/ breadstick Chef Salad (no meat) w/ breadstick	<u>Main Entrée</u> Cheese Pizza Corn Ham and Cheese Sub Cheese Sub	<u>Main Entrée</u> Hot Dog on bun Oven Potatoes Chef Salad w/ breadstick Chef Salad (no meat) w/ breadstick	<u>Main Entrée</u> Pepperoni Pizza Green Beans Ham and Cheese Sub Cheese Sub	<u>Main Entrée</u> Cheeseburger on a bun Oven Potatoes Chef Salad w/ breadstick Chef Salad (no meat) w/ breadstick
<u>Available Daily</u> Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk

WCSD Summer Food Service Menu – All Locations

(Allegheny Valley Elementary, Sheffield Elementary (cold drop site) and Youngsville Elementary/Middle)

<u>Day 6</u>	<u>Day 7</u>	<u>Day 8</u>	<u>Day 9</u>	<u>Day 10</u>
<u>Main Entrée</u> Sloppy Joe on a bun Oven Potatoes Turkey and Cheese Wrap	<u>Main Entrée</u> Cheese Pizza Broccoli Chef Salad w/ breadstick Chef Salad (no meat) w/ breadstick	<u>Main Entrée</u> Macaroni and Cheese Oven Potatoes Turkey and Cheese Wrap	<u>Main Entrée</u> Bacon Pizza Corn Chef Salad w/ breadstick Chef Salad (no meat) w/ breadstick	<u>Main Entrée</u> Meatball Hoagie Oven Potatoes Turkey and Cheese Wrap
<u>Available Daily</u> Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk	<u>Available Daily</u> Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk

WCSD Summer Food Service Menu – All Locations

(Allegheny Valley Elementary, Sheffield Elementary (cold drop site) and Youngsville Elementary/Middle)

<p><u>Day 11</u></p> <p><u>Main Entrée</u> Popcorn Chicken Oven Potatoes</p> <p>Chef Salad w/ breadstick Chef Salad (no meat) w/ breadstick</p> <p><u>Available Daily</u> Assorted Fresh Fruit Assorted Fruit Juice Skim White Milk 1% Chocolate Milk 1% Strawberry Milk 1% Vanilla Milk</p>				
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Nutrition Standards for Competitive Foods in Pennsylvania Schools for the School Nutrition Incentive

On July 20, 2007, legislation was enacted to change the School Code for the Commonwealth of Pennsylvania to provide a supplemental 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 food and beverages available on each school campus.

The following nutrition standards must be implemented in all identified areas, exactly as written* in order for schools to receive the 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 thereafter.

* 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.

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Nutrition Standards for Competitive Foods in Pennsylvania Schools

Source of Competitive Food	Year Two Implemented by 2008-2009 School Year	Best Practice Optional (not required for School Nutrition Incentive Reimbursement)
<p>Ala Carte-Food/Snacks</p> <p>*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.</p>	<p>Foods of Minimal Nutritional Value (USDA regulation 7 CFR 210 and 220) will not be available anytime during the school day.</p> <p>No on-site deep fat fried foods will be sold a la carte, even if they are reimbursable meal components. This does not include stir-fried or sautéed foods. Pre-fried and flash-fried food will not be offered a la carte more than three times per week.</p> <p>The following standards apply whenever a la carte foods are offered for sale:</p> <ul style="list-style-type: none"> • A minimum of 3 fruits and 3 vegetables will be offered daily (at least 1 of each being fresh/raw). A variety of fruits and vegetables will be offered from day to day.* • At least 50% of grains offered will be whole grain.* <p>These additional standards apply to foods offered ala carte that are not reimbursable meal components:</p> <ul style="list-style-type: none"> • Items will be packaged in single serving sizes • Items will provide < 250 calories per serving • A minimum of 75% of items available will: <ul style="list-style-type: none"> • Contain < 35% of calories from total fat (excluding nuts, seeds, nut butters, and reduced fat cheeses). • Contain <10% of calories from saturated fat (excluding reduced fat cheeses). • Contain <35% sugar by weight (excluding naturally occurring sugars and low fat yogurts). • Not contain sugar as the first ingredient. (Table 3) • Provide minimal to no trans fatty acids. (Table 4) <p>Marketing, 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.</p> <p>Table 5 contains formulas for calculating total fat, saturated fat, and sugar by weight.</p>	<p>The following standards apply to <u>all</u> foods offered as ala carte.</p> <ul style="list-style-type: none"> • 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 fresh/raw). 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) will not be available anytime during the school day. <p>In addition, <u>all</u> food items will contain:</p> <ul style="list-style-type: none"> • <35% of calories from total fat (excluding nuts, seeds, nut butters, and reduced fat cheeses). • <10% of calories from saturated fat (excluding reduced fat cheeses). • <35% sugar by weight (excluding naturally occurring sugars and low fat

Nutrition Standards for Competitive Foods in Pennsylvania Schools

Source of Competitive Food	Year Two Implemented by 2008-2009 School Year	Best Practice Optional (not required for School Nutrition Incentive Reimbursement)
Ala Carte-Food/Snacks – cont.		<p>yogurts) and added sugar will not be listed as the first ingredient. (Table 3)</p> <ul style="list-style-type: none"> • Minimal to no trans fatty acids. (Table 4) <p>Table 5 contains formulas for calculating total fat, saturated fat, and sugar by weight.</p>

Nutrition Standards for Competitive Foods in Pennsylvania Schools

Source of Competitive Food	Year Two Implemented by 2008-2009 School Year	Best Practice Optional (not required for School Nutrition Incentive Reimbursement)
<p>A La Carte Beverages</p> <p>***75% beverages can refer to 75% choices (each flavor is a choice) or 75% sleeves or shelves.</p> <p>See table 6 for list of artificial sweeteners</p>	<p>At least 75% Beverages must be***:</p> <ul style="list-style-type: none"> • Plain water (any size) • Flavored water with no sugars or artificial sweeteners (any size) • 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. • 100% fruit and/or vegetable juice (8 oz or less size for elementary; 12 oz or less size for middle/high) • 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)) • Milk (flavored or unflavored). At least 75% of milk offered must be***: <ul style="list-style-type: none"> ○ 2% fat or less ○ 8 oz or less size for elementary; ○ 12 oz or less size for middle/high ○ No more than 30 grams sugar per 8 oz (As written on the Nutrition Facts Panel of the label) ○ No artificial sweeteners <p>Marketing, pricing, and nutrition education strategies will be used to encourage the selection of the beverages listed above.</p> <p>The other 25% or less beverages cannot exceed:</p> <ul style="list-style-type: none"> • 150 calories per package • 35 grams sugar per package <p>No carbonated beverages unless exempted by USDA from being a FMNV.</p>	<p><u>All</u> beverages will meet these criteria.</p> <ul style="list-style-type: none"> • Plain water or flavored with no sugar or 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.

Nutrition Standards for Competitive Foods in Pennsylvania Schools

Source of Competitive Food	Year Two Implemented by 2008-2009 School Year	Best Practice Optional (not required for School Nutrition Incentive Reimbursement)
Vending-Food/Snacks	<p>The following standards apply to <u>all</u> foods offered through vending machines.</p> <ul style="list-style-type: none"> • Packages will be in single serving sizes. • Foods of Minimal Nutritional Value (USDA regulation 7CFR 210 and 220) will not be available anytime during the school day. • Items will provide < 250 calories per serving. • At least 50% of grains offered will be whole grain. • Contain < 35% of calories from total fat (excluding nuts, seeds, nut butters, and reduced fat cheeses). • Contain <10% of calories from saturated fat (excluding reduced fat cheeses). • Contain <35% sugar by weight (excluding naturally occurring sugars and low fat yogurts). • Not contain sugar as the first ingredient. (Table 3) • Provide minimal to no trans fatty acids. (Table 4) • Not be fried (Table 2) <p>Vending for elementary students must only offer selections from this list:</p> <ul style="list-style-type: none"> • fruits • vegetables • yogurts, low-fat yogurts and reduced-fat cheeses <p>Fruits or vegetables will be available in at least one food vending area, and in all vending areas where refrigerated vending is available.</p> <p>Marketing, pricing and nutrition education strategies will be used to encourage the selection of foods meeting these standards.</p> <p>Table 5 contains formulas for calculating total fat, saturated fat, and sugar by weight.</p>	<p>Vending will not be available for elementary students. In secondary grades, the following standards apply to <u>all</u> foods offered through vending machines.</p> <ul style="list-style-type: none"> • Packages will be in single serving sizes. • Foods of Minimal Nutritional Value (USDA regulation 7CFR 210 and 220) will not be available anytime during the school day. • Items will provide < 250 calories per serving. • At least 50% of grains offered will be whole grain. • Contain < 35% of calories from total fat (excluding nuts, seeds, nut butters, and reduced fat cheeses). • Contain <10% of calories from saturated fat (excluding reduced fat cheeses). • Contain <35% sugar by weight (excluding naturally occurring sugars and low fat yogurts). • Not contain sugar as the first ingredient. (Table 3) • Provide minimal to no trans fatty acids. (Table 4) • Not be fried (Table 2) <p>Table 5 contains formulas for calculating total fat, saturated fat, and sugar by weight.</p>

Nutrition Standards for Competitive Foods in Pennsylvania Schools

Source of Competitive Food	Year Two Implemented by 2008-2009 School Year	Best Practice Optional (not required for School Nutrition Incentive Reimbursement)
<p>Vending Beverages</p> <p>***75% beverages can refer to 75% choices (each flavor is a choice) or 75% slots in the vending machine.</p> <p>See table 6 for list of artificial sweeteners</p>	<p>Elementary vending may only contain the following beverages</p> <ul style="list-style-type: none"> • Plain water (any size) • Flavored water with no sugars or artificial sweeteners (any size) • 100% fruit and/or vegetable juice (8 oz or less size) • Milk (flavored or unflavored). At least 75% of milk offered must be***: <ul style="list-style-type: none"> ○ 2% fat or less ○ 8 oz or less size ○ No more than 30 grams sugar per 8 oz (As written on the Nutrition Facts Panel of the label) ○ No artificial sweeteners <p>For middle and high, at least 75% Beverages must be***:</p> <ul style="list-style-type: none"> • Plain water (any size) • Flavored water with no sugars or artificial sweeteners (any size) • Flavored water with artificial sweeteners (17 oz or less size; may not make up more than 25% of water and juice selections) • 100% fruit and/or vegetable juice (12 oz or less size) • 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)) • Milk (flavored or unflavored). At least 75% of milk offered must be***: <ul style="list-style-type: none"> ○ 2% fat or less ○ 12 oz or less size ○ No more than 30 grams sugar per 8 oz (As written on the label) ○ No artificial sweeteners <p>Marketing, pricing, and nutrition education strategies will be used to encourage the selection of the beverages listed above.</p> <p>The other 25% or less beverages for middle and high cannot exceed:</p> <ul style="list-style-type: none"> • 150 calories per package • 35 grams sugar per package <p>No carbonated beverages unless exempted by USDA from being a FMNV.</p>	<p><u>All</u> beverages will meet these criteria.</p> <ul style="list-style-type: none"> • Plain water or flavored with no sugar or 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.

Nutrition Standards for Competitive Foods in Pennsylvania Schools

Source of Competitive Food	Year Two Implemented by 2008-2009 School Year	Best Practice Optional (not required for School Nutrition Incentive Reimbursement)
Fundraisers (non-vending)	<p>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.</p> <ul style="list-style-type: none"> • Items will provide < 250 calories per serving. • Packages will be in single serving sizes. • Foods of Minimal Nutritional Value (USDA regulation 7CFR 210 and 220) will not be available anytime during the school day. • Total fat will be <35% of the total calories (excluding nuts, seeds, nut butters and reduced fat cheeses) • Saturated fat will be < 10% of the total calories. • Sugar content will be < 35% by weight (excluding naturally occurring sugars and low fat yogurts) and added sugar will not be listed as the first ingredient. (Table 3) • Items will contain minimal to no trans fatty acid. (Table 4) <p>Food items will be available no earlier than 30 minutes after the last meal period of the day.</p> <p>Alternate revenue generating sources will be developed. Following are resources: www.kidseatwell.org/flyers/twentywaystoraisefunds.pdf.; http://www.sde.ct.gov/sde/lib/sde/PDF/DEPS/Student/NutritionEd/Healthy_Fundraising_Color.PDF.</p> <p>Table 5 contains formulas for calculating total fat, saturated fat, and sugar by weight.</p>	<p>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.</p> <ul style="list-style-type: none"> • Items will provide < 250 calories per serving. • Packages will be in single serving sizes. • Foods of Minimal Nutritional Value (USDA regulation 7CFR 210 and 220) will not be available anytime during the school day. • Total fat will be <35% of the total calories (excluding nuts, seeds, nut butters and reduced fat cheeses) • Saturated fat will be < 10% of the total calories. • Sugar content will be < 35% by weight (excluding naturally occurring sugars and low fat yogurts) and added sugar will not be listed as the first ingredient. (Table 3) • Items will contain minimal to no trans fatty acid. (Table 4) <p>Food items will be available no earlier than 30 minutes after the last meal period of the day.</p> <p>Alternate revenue generating sources will be developed. Following are resources: www.kidseatwell.org/flyers/twentywaystoraisefunds.pdf.</p>

Nutrition Standards for Competitive Foods in Pennsylvania Schools

<p>Fundraisers (non-vending) continued</p>		<p>ds.pdf.; http://www.sde.ct.gov/sde/lib/sde/PDF/DEPS/Student/NutritionEd/Healthy_Fundraising_Color.PDF.</p> <p>***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.</p> <p>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 http://www.pde.state.pa.us/food_nutrition/lib/food_nutrition/local_wellness_policy_q_and_as_final_12_26_06.pdf.</p> <p>Table 5 contains formulas for calculating total fat, saturated fat, and sugar by weight.</p>
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Nutrition Standards for Competitive Foods in Pennsylvania Schools

Source of Competitive Food	Year Two Implemented by 2008-2009 School Year	Best Practice Optional (not required for School Nutrition Incentive Reimbursement)
Classroom Parties/ Holiday Celebrations	<p>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:</p> <ul style="list-style-type: none"> • Fresh fruits and vegetables. • Water, 100% fruit juice or milk. <p>In addition, Food Service Departments will offer party lists/menus that include food and beverage choices that:</p> <ul style="list-style-type: none"> • Are moderate in sodium content. • Provide minimal to no trans fatty acids. • Provide items that contain > 2 grams of fiber/serving. • Offer fresh fruits and vegetables. • Offer water, 100% fruit juice or milk as the beverage choices. • Do not offer any Foods of Minimal Nutritional Value (USDA regulation 7CFR 210 and 220). <p>Parents and teachers will be encouraged to purchase foods and beverages from this menu of items.</p>	<p>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:</p> <ul style="list-style-type: none"> • Fresh fruits and vegetables. • Water, 100% fruit juice or milk. <p>In addition, Food Service Departments will offer party lists/menus that include food and beverage choices that:</p> <ul style="list-style-type: none"> • Are moderate in sodium content. • Provide minimal to no trans fatty acids. • Provide items that contain > 2 grams of fiber/serving. • Offer fresh fruits and vegetables. • Offer water, 100% fruit juice or milk as the beverage choices. • Do not offer any Foods of Minimal Nutritional Value (USDA regulation 7CFR 210 and 220). <p>Parents and teachers will be encouraged to purchase foods and beverages from this menu of items.</p>

Nutrition Standards for Competitive Foods in Pennsylvania Schools

Source of Competitive Food	Year Two Implemented by 2008-2009 School Year	Best Practice Optional (not required for School Nutrition Incentive Reimbursement)
Rewards	<p>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.).</p> <p>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_HO1.pdf.</p>	<p>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.).</p> <p>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_HO1.pdf.</p>
Foods from Home	<p>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.</p> <p>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.</p>	<p>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.</p> <p>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.</p>

Nutrition Standards for Competitive Foods in Pennsylvania Schools

Source of Competitive Food	Year Two Implemented by 2008-2009 School Year	Best Practice Optional (not required for School Nutrition Incentive Reimbursement)
School Stores-Foods/Snacks	<p>The following standards apply to <u>all</u> foods sold in school stores.</p> <ul style="list-style-type: none"> • Packages will be in single serving sizes. • Foods of Minimal Nutritional Value (USDA regulation 7CFR 210 and 220) will not be available anytime during the school day. • Items will provide < 250 calories per serving. • At least 50% of grains offered will be whole grains. • Contain < 35% of calories from total fat (excluding nuts, seeds, nut butters, and reduced fat cheeses). • Contain <10% of calories from saturated fat (excluding reduced fat cheeses). • Contain <35% sugar by weight (excluding naturally occurring sugars and low fat yogurts). • Not contain sugar as the first ingredient. (Table 3) • Provide minimal to no trans fatty acids. (Table 4) • Not be fried (Table 2) <p>Marketing, pricing and nutrition education strategies will be used to encourage the selection of foods meeting these standards.</p> <p>School stores will not sell food until 30 minutes after the last meal period of the day.</p> <p>Table 5 contains formulas for calculating total fat, saturated fat, and sugar by weight.</p>	<p>The following standards apply to <u>all</u> foods sold in school stores.</p> <ul style="list-style-type: none"> • Packages will be in single serving sizes. • Foods of Minimal Nutritional Value (USDA regulation 7CFR 210 and 220) will not be available anytime during the school day. • Items will provide < 250 calories per serving. • At least 50% of grains offered will be whole grains. • Contain < 35% of calories from total fat (excluding nuts, seeds, nut butters, and reduced fat cheeses). • Contain <10% of calories from saturated fat (excluding reduced fat cheeses). • Contain <35% sugar by weight (excluding naturally occurring sugars and low fat yogurts). • Not contain sugar as the first ingredient. (Table 3) • Provide minimal to no trans fatty acids. (Table 4) • Not be fried (Table 2) <p>Marketing, pricing and nutrition education strategies will be used to encourage the selection of foods meeting these standards.</p> <p>School stores will not sell food until 30 minutes after the last meal period of the day.</p> <p>Table 5 contains formulas for calculating total fat, saturated fat, and sugar by weight..</p>

Nutrition Standards for Competitive Foods in Pennsylvania Schools

Source of Competitive Food	Year Two Implemented by 2008-2009 School Year	Best Practice Optional (not required for School Nutrition Incentive Reimbursement)
<p>School Stores-Beverages</p> <p>***75% beverages can refer to 75% choices (each flavor is a choice) or 75% sleeves or shelves.</p> <p>See table 6 for list of artificial sweeteners</p>	<p>At least 75% Beverages must be***:</p> <ul style="list-style-type: none"> • Plain water (any size) • Flavored water with no sugars or artificial sweeteners (any size) • 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. • 100% fruit and/or vegetable juice (8 oz or less size for elementary; 12 oz or less size for middle/high) • 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)) • Milk (flavored or unflavored). At least 75% of milk offered must be***: <ul style="list-style-type: none"> ○ 2% fat or less ○ 8 oz or less size for elementary; ○ 12 oz or less size for middle/high ○ No more than 30 grams sugar per 8 oz (As written on the Nutrition Facts Panel of the label) ○ No artificial sweeteners <p>Marketing, pricing, and nutrition education strategies will be used to encourage the selection of the beverages listed above.</p> <p>The other 25% or less beverages cannot exceed:</p> <ul style="list-style-type: none"> • 150 calories per package • 35 grams sugar per package <p>No carbonated beverages unless exempted by USDA from being a FMNV.</p>	<p><u>All</u> beverages will meet these criteria.</p> <ul style="list-style-type: none"> • Plain water or flavored with no sugar or 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.

Nutrition Standards for Competitive Foods in Pennsylvania Schools

Source of Competitive Food	Year Two Implemented by 2008-2009 School Year	Best Practice Optional (not required for School Nutrition Incentive Reimbursement)
Faculty Lounges	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.	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.
Other	<p>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.</p> <p>Student Input-Students will be an active part of menu planning in conjunction with the director of food services.</p>	<p>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.</p> <p>Student Input-Students will be an active part of menu planning in conjunction with the director of food services.</p>

Nutrition Standards for Competitive Foods in Pennsylvania Schools

Table 1- Whole Grains

A whole grain food is one labeled with the whole grain as first ingredient. The Food and Drug Administration requires foods that bear the “whole grain health claim” to contain 51% or more whole grain ingredients by weight per reference amount and be low in fat. Whole grains will usually contain at least 2 grams of fiber per serving. Examples of whole grain terms are: “cracked,” “crushed,” “whole,” “entire,” or “groats.” Examples of whole grain ingredients are:

Whole/entire wheat flour	Whole grain barley (hulled or lightly pearled)
Whole oats/oatmeal	Wild rice
Cracked/crushed wheat	Buckwheat
Graham flour	Wheat berries (whole wheat kernels)
Old fashioned oatmeal	Triticale
Quick cooking oats	Bulgur
Cornmeal	Millet
Whole grain corn	Quinoa
Popcorn	Sorghum
Brown rice	Spelt
Whole rye	
Generally, if the first ingredient is “fortified” or “enriched,” it is probably not a whole grain. These items are generally <u>not</u> whole grains:	
Unbleached flour	Organic, unbleached flour
Wheat flour	Enriched flour
Semolina	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.

Nutrition Standards for Competitive Foods in Pennsylvania Schools

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 fried.

Table 3-Added Sugar

Brown Sugar	Invert sugar
Corn sweetener	Lactose*
Corn syrup	Maltose*
Dextrose	Malt syrup
Fructose*	Molasses
Fruit juice concentrate	Raw sugar
Glucose*	Sucrose
High fructose corn syrup	Sugar
Honey	Syrup
*Naturally occurring. Will not show up on food ingredient list unless 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 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 come from ruminant animals (e.g., cattle and sheep). Such foods include dairy products, beef and lamb. Federal labeling of trans fats on all food products is required by January 1, 2006.

Nutrition Standards for Competitive Foods in Pennsylvania Schools

Table 5-Formulas

% Total fat:	1. Multiply grams of total fat per serving times 9 2. Divide by calories per serving 3. Multiply times 100
% Saturated fat:	1. Multiply grams of saturated fat per serving times 9 2. Divide by calories per serving 3. Multiply times 100
% Sugar by weight:	1. Divide grams of sugar per serving by gram weight for the serving size 2. Multiply times 100

Nutrition Standards for Competitive Foods in Pennsylvania Schools

Table 6

A-Artificial Sweeteners

Aspartame (brand names: Nutrasweet, Equal)	Acesulfame-K or Acesulfame potassium or ACK (brand names: Sunett and Sweet One)
Neotame	Saccharin (brand names: Sweet’N Low, Sweet Twin, and Necta Sweet, Sugar Twin)
Sucralose (brand name: Splenda)	

B-Sugar Alcohols (Polyols) and Other Sugar Substitutes

Erythritol*	Hydrogenated Starch Hydrolysates (HSH)* (polyglycitol, polyglucitol)
Isomalt*	Lactitol*
Maltitol*	Maltitol Syrup*
Mannitol*	Sorbitol*
Sugar Alcohol	Xylitol*
D-tagatose (novel sugar)	Trehalose (novel sugar)

*May also be listed on label as “sugar alcohol”

Note:

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.

Jan. 2012

Implementation Timeline for Final Rule

"Nutrition Standards in the National School Lunch and School Breakfast Programs"

Implementation of most meal requirements in the NSLP begins SY 2012-2013. In the SBP, the meal requirements (other than milk) will be implemented gradually beginning SY 2013-2014.

New Requirements	Implementation (School Year) for NSLP (L) and SBP (B)						
	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	2022/23
Fruits Component							
• Offer fruit daily	L						
• Fruit quantity increase to 5 cups/week (minimum 1 cup/day)			B				
Vegetables Component							
• Offer vegetables subgroups weekly	L						
Grains Component							
• Half of grains must be whole grain-rich	L	B					
• All grains must be whole-grain rich			L, B				
• Offer weekly grains ranges	L	B					
Meats/Meat Alternates Component							
• Offer weekly meats/meat alternates ranges (daily min.)	L						
Milk Component							
• Offer only fat-free (unflavored or flavored) and low-fat (unflavored) milk	L, B						
Dietary Specifications (to be met on average over a week)							
• Calorie ranges	L	B					
• Saturated fat limit (no change)	L, B						
• Sodium Targets <ul style="list-style-type: none"> ○ Target 1 ○ Target 2 ○ Final target 			L, B			L, B	L, B
• Zero grams of <u>trans</u> fat per portion	L	B					
Menu Planning							
• A single FBMP approach	L	B					
Age-Grade Groups							
• Establish age/grade groups: K-5, 6-8, 9-12	L	B					
Offer vs. Serve							
• Reimbursable meals must contain a fruit or vegetable (1/2 cup minimum)	L		B				
Monitoring							
• 3-year adm. review cycle		L, B					
• Conduct weighted nutrient analysis on 1 week of menus	L	B					

Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs – Jan. 2012

	Breakfast Meal Pattern			Lunch Meal Pattern		
	Grades K-5 ^a	Grades 6-8 ^a	Grades 9-12 ^a	Grades K-5	Grades 6-8	Grades 9-12
Meal Pattern	Amount of Food ^b Per Week (Minimum Per Day)					
Fruits (cups) ^{c,d}	5 (1) ^e	5 (1) ^e	5 (1) ^e	2½ (½)	2½ (½)	5 (1)
Vegetables (cups) ^{c,d}	0	0	0	¾ (¾)	¾ (¾)	5 (1)
Dark green ^f	0	0	0	½	½	½
Red/Orange ^f	0	0	0	¾	¾	1¼
Beans/Peas (Legumes) ^f	0	0	0	½	½	½
Starchy ^f	0	0	0	½	½	½
Other ^{f,g}	0	0	0	½	½	¾
Additional Veg to Reach Total ^h	0	0	0	1	1	1½
Grains (oz eq) ⁱ	7-10 (1) ^j	8-10 (1) ^j	9-10 (1) ^j	8-9 (1)	8-10 (1)	10-12 (2)
Meats/Meat Alternates (oz eq)	0 ^k	0 ^k	0 ^k	8-10 (1)	9-10 (1)	10-12 (2)
Fluid milk (cups) ^l	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)
Other Specifications: Daily Amount Based on the Average for a 5-Day Week						
Min-max calories (kcal) ^{m,n,o}	350-500	400-550	450-600	550-650	600-700	750-850
Saturated fat (% of total calories) ^{n,o}	< 10	< 10	< 10	< 10	< 10	< 10
Sodium (mg) ^{n,p}	≤ 430	≤ 470	≤ 500	≤ 640	≤ 710	≤ 740
Trans fat ^{n,o}	Nutrition label or manufacturer specifications must indicate zero grams of trans fat per serving.					

^aIn the SBP, the above age-grade groups are required beginning July 1, 2013 (SY 2013-14). In SY 2012-2013 only, schools may continue to use the meal pattern for grades K-12 (see § 220.23).

^bFood items included in each food group and subgroup and amount equivalents. Minimum creditable serving is ¼ cup.

^cOne quarter-cup of dried fruit counts as ½ cup of fruit; 1 cup of leafy greens counts as ½ cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

^dFor breakfast, vegetables may be substituted for fruits, but the first two cups per week of any such substitution must be from the dark green, red/orange, beans and peas (legumes) or “Other vegetables” subgroups as defined in §210.10(c)(2)(iii).

^eThe fruit quantity requirement for the SBP (5 cups/week and a minimum of 1 cup/day) is effective July 1, 2014 (SY 2014-2015).

^fLarger amounts of these vegetables may be served.

^gThis category consists of “Other vegetables” as defined in §210.10(c)(2)(iii)(E). For the purposes of the NSLP, “Other vegetables” requirement may be met with any additional amounts from the dark green, red/orange, and beans/peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).

^hAny vegetable subgroup may be offered to meet the total weekly vegetable requirement.

ⁱAt least half of the grains offered must be whole grain-rich in the NSLP beginning July 1, 2012 (SY 2012-2013), and in the SBP beginning July 1, 2013 (SY 2013-2014). All grains must be whole grain-rich in both the NSLP and the SBP beginning July 1, 2014 (SY 2014-15).

^jIn the SBP, the grain ranges must be offered beginning July 1, 2013 (SY 2013-2014).

^kThere is no separate meat/meat alternate component in the SBP. Beginning July 1, 2013 (SY 2013-2014), schools may substitute 1 oz. eq. of meat/meat alternate for 1 oz. eq. of grains after the minimum daily grains requirement is met.

^lFluid milk must be low-fat (1 percent milk fat or less, unflavored) or fat-free (unflavored or flavored).

^mThe average daily amount of calories for a 5-day school week must be within the range (at least the minimum and no more than the maximum values).

ⁿDiscretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, trans fat, and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than 1 percent milk fat are not allowed.

^oIn the SBP, calories and trans fat specifications take effect beginning July 1, 2013 (SY 2013-2014).

^pFinal sodium specifications are to be reached by SY 2022-2023 or July 1, 2022. Intermediate sodium specifications are established for SY 2014-2015 and 2017-2018. See required intermediate specifications in § 210.10(f)(3) for lunches and § 220.8(f)(3) for breakfast

Comparison of Current and New Regulatory Requirements under Final Rule "Nutrition Standards in the National School Lunch and School Breakfast Programs" Jan. 2012

National School Lunch Program Meal Pattern		
Food Group	Current Requirements K-12	New Requirements K-12
Fruit and Vegetables	$\frac{1}{2}$ - $\frac{3}{4}$ cup of fruit and vegetables combined per day	$\frac{3}{4}$ - 1 cup of vegetables <u>plus</u> $\frac{1}{2}$ - 1 cup of fruit per day Note: Students are allowed to select $\frac{1}{2}$ cup fruit or vegetable under OVS.
Vegetables	No specifications as to type of vegetable subgroup	Weekly requirement for: <ul style="list-style-type: none"> • dark green • red/orange • beans/peas (legumes) • starchy • other (as defined in 2010 Dietary Guidelines)
Meat/Meat Alternate (M/MA)	1.5 – 2 oz eq. (daily minimum)	Daily minimum and weekly ranges: Grades K-5: 1 oz eq. min. daily (8-10 oz weekly) Grades 6-8 : 1 oz eq. min. daily (9-10 oz weekly) Grades 9-12 : 1 oz eq. min. daily (10-12 oz weekly)
Grains	8 servings per week (minimum of 1 serving per day)	Daily minimum and weekly ranges: Grades K-5: 1 oz eq. min. daily (8-9 oz weekly) Grades 6-8 : 1 oz eq. min. daily (8-10 oz weekly) Grades 9-12 : 2 oz eq. min. daily (10-12 oz weekly)
Whole Grains	Encouraged	At least half of the grains must be whole grain-rich beginning July 1, 2012. Beginning July 1, 2014, all grains must be whole grain rich.
Milk	1 cup Variety of fat contents allowed; flavor not restricted	1 cup Must be fat-free(unflavored/flavored) or 1% low fat (unflavored)

Comparison of Current and New Regulatory Requirements under Final Rule "Nutrition Standards in the National School Lunch and School Breakfast Programs" Jan. 2012

School Breakfast Program Meal Pattern		
Food Group	Current Requirements K-12	New Requirements K-12
Fruit	½ cup per day (vegetable substitution allowed)	1 cup per day (vegetable substitution allowed) Note: Quantity required SY 2014-15. Students are allowed to select ½ cup of fruit under OVS.
Grains and Meat/Meat Alternate (M/MA)	2 grains, or 2 meat/meat alternates, or 1 of each per day	Daily min. and weekly ranges for grains: Grades K-5: 1 oz eq. min. daily (7-10 oz weekly) Grades 6-8 : 1 oz eq. min. daily (8-10 oz weekly) Grades 9-12 : 1 oz eq. min. daily (9-10 oz weekly) Note: Quantity required SY 2013-14. Schools may substitute M/MA for grains after the minimum daily grains requirement is met.
Whole Grains	Encouraged	At least half of the grains must be whole grain-rich beginning July 1, 2013. Beginning July 1, 2014, all grains must be whole grain rich.
Milk	1 cup Variety of fat contents allowed; flavor not restricted	1 cup Must be fat-free (unflavored/flavored) or 1% low fat (unflavored)

Comparison of Current and New Regulatory Requirements under Final Rule "Nutrition Standards in the National School Lunch and School Breakfast Programs" Jan. 2012

Nutrient Standards	New Standards K-12		
Sodium Reduce, no set targets	Target I: SY 2014-15 Lunch ≤1230mg (K-5); ≤1360mg (6-8); ≤1420mg (9-12) Breakfast ≤540mg (K-5); ≤600mg (6-8); ≤640mg (9-12)	Target 2: SY 2017-18 Lunch ≤935mg (K-5); ≤1035mg (6-8); ≤1080mg (9-12) Breakfast ≤485mg (K-5); ≤535mg (6-8); ≤570mg (9-12)	Final target: 2022-23 Lunch ≤640mg (K-5); ≤710mg (6-8); ≤740mg (9-12) Breakfast ≤430mg (K-5); ≤470mg (6-8); ≤500mg (9-12)
Calories (min. only) <i>Traditional Menu Planning</i> Lunch: 633 (grades K-3) 785 (grades 4-12) 825 (optional grades 7-12) Breakfast: 554 (grades K-12) <i>Enhanced Menu Planning</i> Lunch: 664 (grades K-6) 825 (grades 7-12) 633 (optional grades K-3) Breakfast: 554 (grades K-12) 774 (optional grades 7-12) <i>Nutrient Based Menu Planning</i> Lunch: 664 (grades K-6) 825 (grades 7-12) 633 (optional grades K-3) Breakfast: 554 (grades K-12) 618 (optional grades 7-12)	Calorie Ranges (min. & max.) <i>Only food-based menu planning allowed</i> Lunch: 550-650 (grades K-5) 600-700 (grades 6-8) 750-850 (grades 9-12) Breakfast: 350-500 (grades K-5) 400-550 (grades 6-8) 450-600 (grades 9-12)		
Saturated Fat <10% of total calories	Saturated Fat <10% of total calories		
Trans Fat: no limit	New specification: zero grams per serving (nutrition label)		

Policy 5506
June 14, 2012

WARREN COUNTY SCHOOL DISTRICT
INDIVIDUAL FOOD SERVICE ACCOUNTS

Administrative Procedures

The procedures for Policy 5506 outline the protocol that is necessary by the Food Services Management Company (FSMC) to collect outstanding balances generated by the purchase of meals in the Warren County School District that remain outstanding or unpaid at the end of each school year.

Specific Guidelines

1. FSMC shall be responsible for the monitoring of student accounts to ensure compliance with Warren County School District Policy #5506.
2. FSMC shall draft a First Notice letter and disseminate to the parents of students whose balances are in excess of the terms outlined in Policy #5506. These letters shall have final approval from the Director of Business Services.
3. FSMC shall draft a Final Notice letter and disseminate to the parents of students whose balances are in excess of the terms outlined in Policy #5506. These letters shall have final approval from the Director of Business Services.
4. It shall be the responsibility of the FSMC to take any legal action requested by the Warren County School District to collect unpaid student balances. This will include, but is not limited to, any court appearance requirements to represent the Warren County School District as claims are submitted to the District Magistrate. Notwithstanding the foregoing, it is understood that court proceedings shall be limited to District Magistrate proceedings, and the FSMC shall not be required to commence any legal actions in the Warren County Court of Common Pleas.
5. FSMC shall incorporate fees into claims to cover all court costs, administrative costs, and other costs incurred by the FSMC through the implementation of these procedures. Under no circumstances shall the Warren County School District be responsible for the payment or reimbursement of any court costs, administrative costs, or other costs incurred by the FSMC through the implementation of these procedures

End of RFP Document