



pennsylvania
DEPARTMENT OF EDUCATION

May 4, 2017

Erie County Technical School
Ms. Terri L. Birchard, CPA
Business Manager
8500 Oliver Road
Erie, PA 16509

Dear Ms. Birchard:

We are in receipt of your renewal Food Service Management Company contract with Nutrition, Inc. The Division of Food and Nutrition has reviewed and approved this renewal contract for the 2017-18 school year. Please note that each page is approved with my initials. Please make two (2) copies of the renewal contract prior to signing (one for the vendor and one for the school). Obtain original signatures (**in blue ink only**) on all three (3) copies of the renewal contract. Once you have received Nutrition, Inc.'s original signature, as well as that of your school, on the signature page and attachments, please return the original signed renewal contract to:

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

Forward one signed copy to Nutrition, Inc. and retain the other copy for your files.

Please remember that work cannot begin on the renewal contract until it receives final approval which will appear on the FSMC Fact Sheet in PEARS. Please complete your FSMC Fact Sheet and Checklist in PEARS. (The Fact Sheet and Checklist will not be open until May 2017).

Please understand that the approval of this renewal contract means you have submitted all of the necessary documentation to satisfy the United States Department of Agriculture (USDA) federal procurement regulations, but does not imply compliance with USDA regulations pertaining to operating and administering of the National School Lunch Program.

If you have any further questions, please contact me at kmillard@pa.gov or at 1-717-214-4874. Thank you.

Sincerely,

Karen Millard
Fiscal Management Specialist

Enclosure

cc: Sponsor File



pennsylvania
DEPARTMENT OF EDUCATION

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF EDUCATION
333 MARKET STREET
HARRISBURG, PA 17126-0333
www.education.pa.gov

**Food Service Management Company (FSMC)
Renewal Year COST REIMBURSABLE Contract**

**Erie County Technical School
105252807**

July 1, (2017) to June 30, (2018)

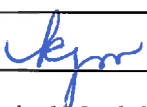
In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410; (2) Fax: (202) 690-7442; or (3) Email: program.intake@usda.gov. This institution is an equal opportunity provider.

Any School Food Authority (SFA) selecting to renew a contract with their current FSMC must prepare a Renewal Year Contract utilizing this document which may not be re-typed or changed in any way. Addendums to the renewal year contract are not permitted. Should the SFA and FSMC enter into any addendum, the Division of Food and Nutrition (DFN) will not review the addendum and the language in this document prevails as binding.

Division of Food and Nutrition Final Approval Date: ____/____/____

For DFN use only: 

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, 2017 and may be renewed by mutual agreement for up to 3 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.

Erie County Technical School

Enter SFA Here

Nutrition, Inc.

Enter FSMC Here

Signature (in blue ink only) of Authorized Representative

Signature (in blue ink only) of Authorized Representative

Terri Birchard

Printed Name of Authorized Representative

Melissa Kingen

Printed Name of Authorized Representative

Business Manager

Title

Regional Manager

Title

Date Signed

Date Signed

Attest (in blue ink only)

Attest (in blue ink only)

For DFN use only:



SFA Renewal Certification of Acknowledgement

Please initial below next to each statement certifying that you have read and fully understand the contents of this contract.

- A. I certify that I, **Terri Birchard**, on behalf of **Erie County Technical School**, have read and fully understand the contents of this contract. I understand that the SFA must maintain oversight of the food service operations and that these responsibilities will not be delegated to the FSMC. I also understand that the SFA is responsible for closely monitoring the FSMC contract and the FSMC's daily activities.

Initial Here: _____

- B. I certify that I have chosen a **Cost Reimbursable contract**, and will follow the according procedures.

Initial Here: _____

- C. I certify that I will not enter into an agreement with an FSMC that has a real or apparent conflict of interest. This includes FSMCs that provide recommendations, develop or draft specifications, requirements, statements of work, requests for proposals, contract terms and conditions, or other documents for use in conducting procurement.

Initial Here: _____

- D. I certify that I, nor any employees (including School Board members) of **Erie County Technical School**, will not solicit or accept donations, gratuities, nor favors from current or potential FSMCs (i.e. gifts, golf outings, meals, etc.).

Initial Here: _____

- E. I certify that **Erie County Technical School** has a written Code of Conduct that addresses conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts, and will make sure all employees are aware of said standards.

Initial Here: _____

- F. I have read and understand what the allowable costs are for all of the applicable CN programs.

Initial Here: _____

- G. I certify that **Erie County Technical School** will 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 USDA regarding each of the CN programs covered by this contract.

Initial Here: _____

- H. I certify that all food service employees and those responsible for the oversight of the contract and FSMC's operations meet the minimum Professional Standards requirements.

Initial Here: _____

For DFN use only:



- I. I certify that **Erie County Technical School** shall retain control of the CN programs' food service account, signature authority, and overall financial responsibility for the CN programs. This includes access to the PEARS account, COMPASS or PrimeroEdge Student Eligibility System.

Initial Here: _____

- J. I certify that CN programs are the responsibility of **Erie County Technical School** and **Erie County Technical School** is responsible for all contractual agreements entered into in connection with the CN programs.

Initial Here: _____

- K. I certify that **Erie County Technical School** will be responsible for determining student eligibility for all applicable programs and that **Nutrition, Inc.** will have no involvement in the process.

Initial Here: _____

- L. I certify that **Erie County Technical School** will retain all records for the current year plus the three prior years.

Initial Here: _____

- M. I certify that all food will be in compliance with the current meal standards and Local Wellness Policy.

Initial Here: _____

- N. I certify that **Erie County Technical School** will monitor **Nutrition, Inc.** in order to ensure compliance with USDA regulations.

Initial Here: _____

- O. I certify that **Erie County Technical School** will create an advisory board composed of students, teachers, and parents to assist in menu planning.

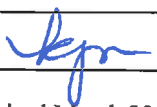
Initial Here: _____

- P. I certify that **Erie County Technical School** will not delegate any of the above responsibilities to the FSMC.

Initial Here: _____

- Q. I hereby certify that neither **Erie County Technical School** nor its principals/authorized representatives is presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any Federal/State department or agency.

Initial Here: _____

For DFN use only: 

R. I further certify that neither **Erie County Technical School** nor any of its principals /authorized representatives has a reported criminal background that would affect the receipt of Federal funds.

Initial Here: _____

S. I certify that **Nutrition, Inc.** is not a paid consultant or contractor with **Erie County Technical School**.

Initial Here: _____

I certify under penalty of perjury that the information on these forms is true and correct, and that I will immediately report to the state agency any changes that occur to the information submitted. I understand that this information is being given in connection with receipt of federal funds. The state agency may verify information; and the deliberate misrepresentation of information will subject me to prosecution under applicable federal and state criminal statutes.

On behalf of **Erie County Technical School**, I hereby agree to comply with all state and federal laws and regulations governing the CN programs administered by the state agency. In accordance with Federal law and USDA policy, **Erie County Technical School** does not discriminate on the bases of race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. I will ensure that all monthly claims for reimbursement are true and correct and that records are available to support these claims.

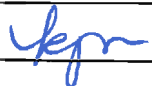
Name Printed: _____

Title: _____

Signature: _____
(in blue ink only)

Date: _____

For DFN use only:



FSMC Certification of Acknowledgement

Please initial below next to each statement certifying that you have read and fully understand the contents of this contract.

- A. I certify that I, **Melissa Kingen**, on behalf of **Nutrition, Inc.**, have read and fully understand the contents of this contract.

Initial Here: _____

- B. I certify that I, nor any of the employees of **Nutrition, Inc.**, have not received any solicitations from any **Erie County Technical School** employee. In addition, I certify that no gifts, donations, or anything of monetary value (i.e. golf outings, meals, etc.) have been provided.

Initial Here: _____

- C. I certify that employees of **Nutrition, Inc.** will be trained to understand and comply with all necessary trainings including the current written Code of Conduct authored by **Erie County Technical School**.

Initial Here: _____

- D. I certify that all of **Nutrition, Inc.** food service employees meet the minimum Professional Standards requirements.

Initial Here: _____

- E. I certify that **Erie County Technical School** will be legally responsible for the conduct of the food service program, and shall have access to all necessary documents, which will be maintained onsite, including but not limited to all contracts with vendors so that they may supervise the food service operations in such manner as will ensure compliance with the rules and regulations of PDE and the USDA regarding each of the CN programs covered by this contract.

Initial Here: _____

- F. I certify that **Nutrition, Inc.** will not have control of the CN programs' food service account, signature authority, and overall financial responsibility for the CN programs. This includes access to the PEARS account, COMPASS or the PrimeroEdge Student Eligibility System.

Initial Here: _____

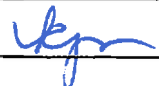
- G. I certify that **Erie County Technical School** will be responsible for determining student eligibility for all applicable programs and that **Nutrition, Inc.** will have no involvement in the process.

Initial Here: _____

- H. I certify that all food will be in compliance with the current meal standards and Local Wellness Policy.

Initial Here: _____

For DFN use only:



- I. I hereby certify that neither **Nutrition, Inc.** nor its principals/authorized representatives is presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any Federal/State department or agency.

Initial Here: _____

- J. I further certify that neither **Nutrition, Inc.** nor any of its principals /authorized representatives has a reported criminal background that would affect the involvement in CN programs.

Initial Here: _____

- K. I certify that **Nutrition, Inc.** is not a paid consultant or contractor with **Erie County Technical School.**

Initial Here: _____

I certify under penalty of perjury that the information on these forms is true and correct, and that I will immediately report to the SFA any changes that occur to the information submitted. I understand that this information is being given in connection with receipt of federal funds. The state agency may verify information; and the deliberate misrepresentation of information will subject me to prosecution under applicable federal and state criminal statutes.

On behalf of **Nutrition, Inc.**, I hereby agree to comply with all state and federal laws and regulations governing the CN programs administered by the state agency. In accordance with Federal law and USDA policy, **Nutrition, Inc.** does not discriminate on the bases of race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Name Printed: _____

Title: _____

Signature: _____
(in blue ink only)

Date: _____

For DFN use only:



Acknowledgement of Personnel Relationships

☐ Yes ☒ No (choose one), the Erie County Technical School employs the same person/people that is/ are employee(s) of the Nutrition, Inc..

If Yes we the undersigned certify that the employee(s):

- Does/will not have a real or apparent conflict of interest.
- Does/will not participate in the selection, award, or administration of the contract.
- Does/will not have access to or control of the food service financial account.
- Does/will not be involved in the establishment of the selling prices for all reimbursable and non-reimbursable meals, a la carte items, adult meals, catering, or vending items.
- Does/will not have access to CN PEARS, COMPASS, or the PrimeroEdge Student Eligibility System.
- Does/will not be involved in the completion, distribution or collection of the parent letters and household applications for free and reduced price meals.
- Does/will not be involved in the determination or verification of eligibility for free and reduced price meals.

Employee Name	SFA Position Title and Job Duties	FSMC Position Title and Job Duties

Erie County Technical School

SFA

Nutrition, Inc.

FSMC

Signature (in blue ink only) of Authorized Representative

Signature (in blue ink only) of Authorized Representative

Terri Birchard

Printed Name of Authorized Representative

Melissa Kingen

Printed Name of Authorized Representative

Business Manager

Title

Regional Manager

Title

Date Signed

Date Signed

For DFN use only:



Appendix H

Certification Regarding Debarment and Suspension

This certification is required by the regulations implementing Executive Order 12549 and 12689, "Debarment and Suspension" (2 CFR 180).

- (1) The prospective 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 participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Nutrition, Inc.

Enter FSMC Here

Melissa Kingen, Regional Manager

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

Signature(s) (in blue ink only)

Date

For DFN use only:



Appendix I

Clean Air and Water Certificate

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

Nutrition, Inc.

Erie County Technical School

Enter FSMC Here

Enter SFA Here

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 EPA 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.

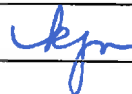
THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- 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 Water 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).
- A. 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.
- B. 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 (in blue ink only) of FSMC's Authorized Representative	_____ Regional Manager	_____ Date
	Title	

_____ Signature (in blue ink only) of SFA's Authorized Representative	_____ Business Manager	_____ Date
	Title	

For DFN use only:



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 of Lobbying Activities," 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.

Nutrition, Inc.

580 Wendel Road

Irwin, PA 15642

Name/Address of FSMC

Melissa Kingen, Regional Manager
Name/Title of Submitting Official

Signature (in blue ink only)

Date

For DFN use only:

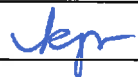


DISCLOSURE OF LOBBYING ACTIVITIES

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: NO ACTIVITY 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 12. Form of Payment (check all that apply): ___ a. cash ___ b. in-kind; specify: Nature _____ Actual	13. Type of payment (check all that apply): ___ a. retainer ___ b. one-time fee ___ c. commission ___ d. contingent fee ___ e. deferred ___ f. other; specify:	
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: (in blue ink only) _____ Print Name: Melissa Kingen Title: Regional Manager Telephone: _____ Date: _____	

For DFN use only:



DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET SF-LLL-A

Reporting Entity: Nutrition, Inc.

Page ____ of ____

NO ACTIVITY

For DFN use only:



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.
(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).
11. 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.
12. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check all that apply. If other, specify nature.
14. 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.

For DFN use only:



**COST REIMBURSABLE
NSLP PROJECTED OPERATING COSTS**

School Food Authority ERIE COUNTY TECHNICAL SCHOOLContract Begin Date 7/1/2017FSMC Name The Nutrition GroupContract End Date 6/30/2018Days of Service 180**Section 1 - ACTUAL "IN-SCHOOL" REVENUE****To Be Completed By SFA (Include SSO Reimbursements, if applicable)****BREAKFASTS:****MEALS****RATES**

Elementary Paid	#	-	X	-	=	-
Elementary Tiered Paid	#	-	X	-	=	-
Middle Paid	#	-	X	-	=	-
Middle Tiered Paid	#	-	X	-	=	-
Secondary Paid	#	3,960	X	\$1.40	=	\$5,544.00
Secondary Tiered Paid	#	-	X	-	=	-
Reduced-Price	#	720	X	\$0.30	=	\$216.00
Adult Paid	#	-	X	-	=	-
A la Carte Sales	#	-	X	-	=	-
Subtotal Breakfasts	#	4,680				\$5,760.00

LUNCHES:

Elementary Paid	#	-	X	-	=	-
Elementary Tiered Paid	#	-	X	-	=	-
Middle Paid	#	-	X	-	=	-
Middle Tiered Paid	#	-	X	-	=	-
Secondary Paid	#	6,660	X	\$2.40	=	\$15,984.00
Secondary Tiered Paid	#	-	X	-	=	-
Reduced-Price	#	900	X	\$0.40	=	\$360.00
Adult	#	9,540	X	\$1.00	=	\$9,540.00
A la Carte Sales	#	15,156	X	\$1.00	=	\$15,156.00
Subtotal Lunches	#	32,256				\$41,040.00

SNACKS/SUPPLEMENTS:

Paid	#	-	X	-	=	-
Reduced-Price	#	-	X	-	=	-
Adult	#	-	X	-	=	-
A la Carte Sales	#	-	X	-	=	-
Subtotal Snacks/Supplements	#	-				-

OTHER:

Special Milk						-
Vending Machine Sales/Concession						-
Special Functions						\$46,620.00
Subtotal Other						\$46,620.00

Total "IN-SCHOOL" Revenue	#	36,936				\$93,420.00
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For DFN use only: 

**COST REIMBURSABLE
NSLP PROJECTED OPERATING COSTS**

Section 2 - FEDERAL REIMBURSEMENTS

To Be Completed By SFA (include SSO Reimbursements, if applicable)

<u>BREAKFASTS:</u>		<u>MEALS</u>		<u>RATES</u>	
Free	#	-	X	-	=
Free, Severe Need	#	13,860	X	\$2.04	=
Reduced	#	-	X	-	=
Reduced, Severe Need	#	720	X	\$1.74	=
Paid	#	3,960	X	\$0.29	=
Subtotal Breakfasts		#	18,540		\$30,675.60
<u>HIGH RATE LUNCHES:</u>					
Free	#	9,900	X	\$3.18	=
Reduced	#	900	X	\$2.78	=
Paid	#	6,660	X	\$0.32	=
Subtotal High Rate Lunches		#	17,460		\$36,115.20
<u>LOW RATE LUNCHES:</u>					
Free	#	-	X	-	=
Reduced	#	-	X	-	=
Paid	#	-	X	-	=
Subtotal Low Rate Lunches		#	-		-
<u>SNACKS/SUPPLEMENTS:</u>					
Free	#	-	X	-	=
Reduced	#	-	X	-	=
Paid	#	-	X	-	=
Subtotal Snacks/Supplements		#	-		-
<u>SPECIAL MILK</u>					
Paid	#	-	X	-	=
Subtotal Special Milk		#	-		-
<u>Performance Based Reimbursement (if certified)</u>					
Lunches	#	17,460	X	\$0.06	=
Total Federal Reimbursement		#	36,000		\$67,838.40

For DFN use only: 

**COST REIMBURSABLE
NSLP PROJECTED OPERATING COSTS**

Section 3 - STATE REIMBURSEMENTS

To Be Completed By SFA (Include SSO Reimbursements, if applicable)

BREAKFASTS:**MEALS****RATES**

Free	#	-	X	-	=	-
Free, Severe Need	#	13,860	X	\$0.10	=	\$1,386.00
Reduced	#	-	X	-	=	-
Reduced, Severe Need	#	720	X	\$0.10	=	\$72.00
Paid	#	3,960	X	\$0.10	=	\$396.00
Subtotal Breakfasts	#	18,540				\$1,854.00

LUNCHES:

Free	#	9,900	X	\$0.10	=	\$990.00
Reduced	#	900	X	\$0.10	=	\$90.00
Paid	#	6,660	X	\$0.10	=	\$666.00
Additional amount for Lunch if Breakfast participation ≤20%	#	17,280	X	\$0.02	=	\$345.60
Additional amount for Lunch if Breakfast participation >20%	#	180	X	\$0.04	=	\$7.20
Subtotal Lunches	#	17,460				\$2,098.80

Total State Reimbursement	#	36,000				\$3,952.80
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SUMMARY:

Total "IN SCHOOL" Revenue	\$93,420.00
Total All Reimbursements	\$71,791.20
Other Income: Catering	\$952.67
Other Income: PDE-3086 Agreements (Sponsor to Sponsor)	-
Interest Income	-

Total Revenue	\$166,163.87
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Commodity Usage @	\$0.2300 Per Reimbursable Lunches	17,460	(\$4,015.80)
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For DFN use only:



COST REIMBURSABLE NSLP PROJECTED OPERATING COSTS

Section 4 - FSMC Costs To be completed by FSMC

EXPENSES:**TOTAL COST****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)

\$76,523.82

Less: Commodity Usage

(\$4,015.80)

Subtotal Food Costs**\$72,508.02****Commodity Delivery Charge****\$500.00****Direct Labor and Benefits**

FSMC Labor Costs (Must equal to grand total on Attachment CR4)

\$24,258.56

FSMC Fringe Costs (Must equal to grand total on Attachment CR5)

\$9,297.09

Subtotal Labor and Benefits**\$33,555.65****Direct Costs**

Accounting

\$443.08

Background Checks, Fingerprinting, and/or Drug Testing

-

Car/Truck Rental and/or Mileage

-

China, Silverware, Glassware

-

Cleaning and Janitorial Supplies

\$108.25

Computer and Technology

\$322.75

Courier Services (Air & Ground)

-

Dues/Subscriptions

-

Employee Meals

-

Employee Recruitment and Advertising

-

Equipment Depreciation/Rental/Buy Back Investment

-

Equipment Maintenance

-

Equipment Repairs

-

Equipment Replacement - Expendable

\$100.00

Freight and Delivery Charges

-

Insurance:

Liability

\$400.60

Workman's Compensation

-

Vehicle

-

Licenses and/or Permits

-

Office Supplies and Printing

\$500.00

Paper Products and Disposable Supplies

\$4,709.31

Payroll Processing

\$606.46

Performance Bond

-

POS Systems, Support and Service

-

Postage

-

Promotional Materials (Program Specific)

\$500.00

Smallware/Replacement Wares

\$50.00

Staff Training and Certification

\$945.51

Storage Costs (Food and/or Supplies)

-

For DFN use only: 

COST REIMBURSABLE NSLP PROJECTED OPERATING COSTS

Taxes (sales and other)		
Telephone, including Mobile and Internet		
Tickets, tokens		
Trash Removal and Pest Control		
Uniforms, Linens, and Laundry		\$150.00
Vending Rental		
Wellness Programs and materials		\$445.51
Subtotal Direct Costs		\$9,281.47
Catering		
PDE 3086 Agreements (Sponsor to Sponsor)		
Other Costs included in the RFP (Section Q) required of the FSMC by the SFA (Must Itemize)		
Subtotal Other Costs		
Administrative Fee*		
Months: ☐ 9 ☐ 10 ☐ 11 ☒ 12 (check one)		
Cannot include any costs already covered in other categories		
Corporate Overhead: BusinessOffice Expense		\$3,430.56
Corporate Overhead: Upper Management Expense		\$735.12
Corporate Overhead: Support Service Expense		\$1,960.32
Subtotal Administrative Fee		\$6,126.00
FSMC Management Fee*		
Months: ☐ 9 ☐ 10 ☐ 11 ☒ 12 (check one)		
Enter the fee that will be charged to manage the program		\$6,126.00
Sub-total FSMC Expenses		\$128,097.14
Less Rebates, Discounts and Applicable Credits (Enter as a negative number)		(\$3,034.80)
(Fact Sheet)	TOTAL COST	\$125,062.34
	SUMMARY	
	TOTAL REVENUE	\$166,163.87
Guarantee to SFA**	(Fact Sheet)	TOTAL COST
		\$125,062.34
Subtotal - School Nutrition Program-Profit or (Loss)		\$41,101.52

For DFN use only:

**COST REIMBURSABLE
NSLP PROJECTED OPERATING COSTS**

* Documentation must be provided outlining all methodologies used to calculate the Administrative and Management Fees on CR9.

** Guarantee to SFA - Documentation must be provided outlining all formulas, methodologies and contingencies on CR10. If the Guarantee is less than zero (negative) then full justification must be included in this documentation.

Section 5 - SFA COSTS

To be completed by SFA (if applicable)

	<u>TOTAL COST</u>
<u>COSTS:</u>	
SFA Labor Costs (must equal to grand total on Attachment CR 6)	\$37,214.34
SFA Fringe Costs (must equal to grand total on Attachment CR 7)	\$9,534.31
Subtotal Labor and Benefits	\$46,748.65
Direct Costs (Must itemize)	
Accounting	-
Car/Truck Rental or Mileage	-
China, Silverware, Glassware	-
Cleaning and Janitorial Supplies	-
Computer and Technology	-
Employee Recruitment and Advertising	-
Equip. Depreciation/Rental/Buy Back Investment	-
Equipment Maintenance	-
Equipment Repair	-
Equipment Replacement - Expendable	-
Office Supplies and Printing	-
POS Systems, Support and Services	-
Postage	-
Smallwares / Replacement Wares	-
Trash Removal and Pest Control	-
Uniforms, Linens & Laundry	-
Subtotal Direct Costs	-
Indirect Costs (Must itemize)	
Indirect Labor	-
Utilities	-
Depreciation/Repairs	\$5,000.00
POS support	\$2,000.00
License/Laundry/Copies/Linens	\$500.00
Subtotal Indirect Costs	\$7,500.00
Sub-total SFA Costs	\$54,248.65
School Nutrition Program-Profit or (Loss)	(\$13,147.13)

For DFN use only: 

NSLP Cost Reimbursable

Attachment CR4

Labor to be completed by FSMC for FSMC staff

FSMC: The Nutrition Group

Site Name	Position	Hourly Rate	Daily Hours	# of Days Paid	Total Wages
Management Labor Costs					
ects	MANAGER	\$16.48	8.00	184	\$24,258.56

Worksheet must accurately reflect any and all employees employed by the FSMC.

Grand Total **\$24,258.56**

MUST EQUAL POC
(Attachment CR3)

For DEN use only:

FSMC Labor

Revised on December 22, 2016



NSLP Cost Reimbursable
Fringe Benefits to be completed by FSMC for FSMC Staff
FSMC: The Nutrition Group

Attachment CR5

		PLACE AN X IN THE APPROPRIATE BOXES														
Site Name	Position (include substitutes and retirees)	Single	Single+1	Family	Dental	Disability	Hospitalization	Life	Longevity or Annuity	Retirement	Social Security	Unemployment	Vision	Workman's Comp	Other	Total Fringe Benefits
Management Labor Costs																-
ects	MANAGER	X					X	X			X	X		X	X	\$9,297.09

Worksheet must accurately reflect any and all employees employed by the FSMC.

Grand Total **\$9,297.09**

MUST EQUAL POC
(Attachment CR3)

For DFN use only:

NSLP Cost Reimbursable

Attachment CR6

Labor to be completed by SFA for SFA staff

SFA: Erie Co. Technical School

Site Name	Position	Hourly Rate	Daily Hours	# of Days Paid	Total Wages
ECTS	CAFE	\$15.22	6.00	93	\$8,492.76
ECTS	CAFE	\$15.27	6.00	157	\$14,384.34
ECTS	CAFE	\$15.22	6.00	157	\$14,337.24

Worksheet must accurately reflect any and all employees employed by the SFA

Grand Total **\$37,214.34****MUST EQUAL POC****(Attachment CR3)**

For DFN use only:

SFA Labor

Revised December 22, 2016

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NSLP Cost Reimbursable

Attachment CR7

Fringe Benefits to be completed by SFA for SFA Staff

SFA: Erie Co. Technical School

		PLACE AN X IN THE APPROPRIATE BOXES														
Site Name	Position	Single	Single+1	Family	Dental	Disability	Hospitalization	Life	Longevity or Annuity	Retirement	Social Security	Unemployment	Vision	Workman's Comp	Other	Total Fringe Benefits
ECTS	CAFE									X	X	X		X		\$2,175.85
ECTS	CAFE									X	X	X		X		\$3,685.27
ECTS	CAFE									X	X	X		X		\$3,673.20

Worksheet must accurately reflect any and all employees employed by the SFA.

Grand Total \$9,534.31

MUST EQUAL POC
(Attachment CR3)

For DFN use only:

SFA Benefits

Revised December 22, 2016

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FINANCIAL

BUDGET, ACCOUNTING and CONTRACT CRITERIA & FINANCIAL CONSIDERATIONS

Budget Criteria and Stipulations

Nutrition, Inc.'s RFP budget and subsequent renewal budgets are and will be based on the following criteria:

- Meal service days for breakfast and lunch as specified and as listed on the POC pages
- SFA specified enrollment provided annually
- SFA specified breakfast and lunch prices
- Recommended a la carte pricing provided with the budget proposal during each renewal
- All meal service standards in place at time of budget development remaining materially the same over the course of the school year. This includes but is not limited to:
 - Menu design as specified in proposal
 - Offer vs. Serve at all grade levels
 - Meal service times and busing schedules
 - Wellness policy
- Budgeted food cost is based on following the specified 21-day cycle menu for the first 21 days of the school year and thereafter utilizing Nutrition's menu format as outlined in this proposal as specified on the alternate POC.
- All other information as specified in RFP worksheets and documents and as supplied by the SFA during RFP process and in renewal years.
- SFA specified total labor including wages, hours and benefits. Any labor costs in excess of the total will be considered a variance
- USDA commodity usage as specified on the POC page of each renewal

Nutrition's financial projections of the RFP bid budget and all subsequent budget renewals is contingent upon all items listed above and the following:

Recording the initial inventory of the purchased inventory at Nutrition's purchase prices and inventorying the purchased value of District-processed foods at the District's contracted prices. If upon inventory, it is found that the District has excessive purchasing practices, Nutrition reserves the right to adjust our financial projections.

Inaccuracies or changes in the RFP or in supplementary information provided by the District. Such adjustments might include but are not limited to District labor and benefit adjustments, and/or agreements or contracts entered into prior to contracting with Nutrition, Inc.

Occurrences or conditions beyond Nutrition, Inc.'s and the District's control.

Adjustment may be necessary if the Federal or State governments, District Administration, or District School Board of Directors enact policies that negatively affect Nutrition, Inc.'s budget projections. Including but not limited to:

- Federal & state reimbursement rate changes

- USDA commodities usage rate as specified on the POC of each renewal year
- SFA and/or FSMC wages/fringe/benefit costs
- USDA commodity processing agreements

If initial budget or any subsequent renewal year projections include FSMC labor and labor projections are contingent upon:

- No changes in laws or statutes that impact labor costs including but limited to minimum wage, mandatory fringe, Affordable Care Act and Professional Development Standards.
- The existence or introduction of a collective bargaining unit agreement. And the outcome of negotiations

Nutrition, Inc., retains exclusive selling rights within cafeteria boundaries, and this agreement supersedes any new vending contracts with other vendors that negatively impact sales included in projected revenue.

Accounting Procedures

Accounting: Nutrition, Inc. shall maintain such records as the Erie County Technical School will need to meet its requirements to the Department of Education and United States Department of Agriculture. In order that the district knows the exact financial status of the food service program and to insure total accountability, Nutrition, Inc. will provide the district with detailed monthly Operating Statements. Please see the Accounting & Reporting Systems tab for sample forms. Nutrition, Inc.'s contract with the District is renewable by mutual agreement at annual renegotiated rates.

Billing and Payment Terms: Nutrition, Inc. agrees to comply with the Cost Reimbursable billing method indicated in the Request for Proposal. On a Cost Reimbursable basis, Nutrition, Inc. will bill the district expenses on a monthly basis. The district is expected to pay all bills within 30 days of receipt. On any invoices that remain unpaid past 30 days, the SFA will be assessed a 5% late fee. Late fees may not be paid out of the SFA food service account

Nutrition, Inc. will separately identify for each cost submitted for payment to the amount of each cost that is allowable and unallowable.

Administrative Fees: This line includes the costs for Nutrition, Inc. to administer the requirements of this contract such as upper management expenses, insurance expenses, legal expenses, upper management travel, corporate expenses, and related expenses and associated expenses necessary to perform this contract that are not otherwise outlined within this proposal.

FSMC Management Fee: This line represents the pre-tax profit to Nutrition, Inc.

Initial Payment: The Nutrition Group will submit to the District an invoice estimating the amount of costs that Nutrition expects to incur for one month of operation on or about July 1. The District will be expected to pay the amount of this invoice upon receipt of the invoice. The purpose of such initial payment is that The Nutrition Group must pay for hourly labor (if on The Nutrition Group's payroll), our FSD, and upper management team labor on a bi-weekly basis. The Nutrition Group must also pay our food and supply vendors in a timely manner to insure competitive prices. Daily cash income and State and Federal reimbursements get deposited into the school district's account; however, The

Nutrition Group has no daily access to these receipts. At the end of the school year, the District and The Nutrition Group will reconcile the account. At that time, the initial payment will be returned/credited to the District prior to July 1, 2018

Special Diets: If Nutrition, Inc. is required to provide special diets which require costly ingredients, Nutrition, Inc. will bill the district separately for those additional costs.

Monthly Statement: To ensure that the District always knows the exact financial situation of the food service program, Nutrition, Inc.'s corporate accounting services will provide you with detailed operating statements.

USDA Commodities and Purchased Inventory: At the onset of the contract, Nutrition, Inc. will complete a physical inventory of all food, paper, and cleaning supplies, including USDA commodities. Any inventory deemed unusable (damaged, outdated, etc.) will be disposed of properly. All usable products will be used before newly- purchased products. Nutrition, Inc. will comply with the RFP language. If Nutrition, Inc. currently owns the purchased inventory and Nutrition, Inc. is awarded a FSMC contract in which the District selects on RFP option that transfers ownership of the purchased inventory to the SFA, the current purchased inventory on-hand will be purchased by the SFA from Nutrition, Inc. at Nutrition, Inc. pricing.

Rebates, discounts and credits: Nutrition, Inc. will individually identify the amount and source of each discount, rebate and other applicable credit on all bills and invoices presented to the SFA. In the case of other applicable credits, Nutrition, Inc. will identify the nature of the credit. A sample invoice/bill is included in Section 10 under Accounting Procedures. Nutrition, Inc. will report discounts, rebates, and other applicable credits allocable to the contract that cannot be reported prior to the conclusion of the contract by mailing a credit to the SFA if there is still outstanding monies owed Nutrition, Inc., or will mail a check in the amount of the discount, rebate, and other credits when the discount, rebate, and/or other credit is received by Nutrition, Inc. from the appropriate sources.

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

Commodity Credit and Inventory: For cost reimbursable contracts the monthly invoice will reflect the value of commodities received in the month and the savings resulting from utilization.

Contract Stipulations

Waiver of Subrogation: Nutrition, Inc. and Erie County Technical School hereby waive all rights of subrogation against each other, arising out of damage to the premises, personal property, fixtures or equipment on the premises caused by fire, lightning, windstorm or other casualty, whether or not the same be caused by the negligence of either party, its agents, employees or servants. The waiver contained in this provision is limited to the coverage by the provisions of the Standard Fire and Extended Coverage Insurance Policy. Any insurance maintained by either party shall contain an endorsement expressly waiving any right of subrogation of the insurer against the other party, provided this provision shall not bind either party unless both parties can obtain such an endorsement without cost. In the event such endorsements are obtained, each party shall deliver a copy of such endorsement



to the other.

Hold Harmless Clause: Nutrition, Inc. shall indemnify and hold harmless the Client and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the sale of food products or other operations performed by Nutrition, Inc. on the premises in connection with this Agreement, including sales and operations, and including claims, damages, loss or expense attributable to bodily injury, sickness, disease or death, or injury to or destruction of real and tangible property, including the loss of use resulting there from and including damage and injury caused in whole or part by the sale of food products or other operations performed by Nutrition, Inc. and including any negligent act or omission of Nutrition, Inc. and anyone directly or indirectly employed by Nutrition, Inc. for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Hiring Restrictions: Neither party to this Agreement will hire, or attempt to hire, any management employee (assigned to the district or elsewhere) of the other while this Agreement is in force and for three (3) years after the termination or expiration of this Agreement without the consent of the other party. This provision does not include the hourly cafeteria workers and kitchen workers. If either party breaches this term, the breaching party shall pay to other party and amount equal to three times (3x) annual salary of person hired.

The labor costs utilized in this RFP are subject to change based on the Patient Protection and Affordable Care Act. In January 2014, affordable healthcare must be offered by employers to all employees who work a minimum of thirty (30) hours per week for the measurement period. This Mandate by the Federal Government may increase the health care cost portion of the labor costs bid in this contract. Any increase in Labor Costs due to an increase in Health Care Cost during the initial year of the contract and any of the subsequent renewal years will be considered a budget variance.

It is understood and agreed that Nutrition, Inc. and/or its affiliates shall, under no circumstances, be compelled to participate in and/or contribute to any health insurance plan, or defined benefit or contribution deferred earnings plan that it was not originally signatory to, by virtue of being awarded this bid to provide food services to the school district. The school district or prior employer of school cafeteria workers shall be responsible for any and all required contributions to such plans, including any withdrawal liability that may be assessed as a result of their termination of participation in said plans. Such liability, if any, shall not extend to Nutrition, Inc. and/or its affiliates, and the school district or prior employer shall indemnify and hold harmless Nutrition, Inc. in connection with such obligations.

Prospective New FSMC Hires (as applicable) are likely to be hired. This likelihood is dependent on their ability to pass the required health assessment, State Criminal History Background Check and Federal Criminal History Record check requirements and be willing to work for the wages offered and work the times we, the employer assign. If a union is involved, we will begin negotiations immediately and hope for an applicable quick settlement. If this settlement is not timely, we fully expect negotiations from both parties to be in good faith.

Proprietary Materials: Some merchandising materials may be proprietary and confidential in nature and may require written permission from The Nutrition Group beyond expiration of the contract for use by district.

Healthy Hunger Free Kids Act and the Affordable Care Act

Changes in Affordable Care Act or other State and/or Federal regulations relating to medical and/or other benefits for employees. costs resulting from the Act may result in the necessity to alter the projected bottom line, guarantee, and the need to submit additional charges incurred stemming from the implementation.

Changes in HHFKA or other State and/or Federal regulations including, but not limited to, that relating to Ala Carte foods allowed to be offered. Additional costs resulting from the Act as currently in operation may result in the necessity to alter the projected bottom line, guarantee, and the need to submit additional charges incurred with the changes.

