



COUNTY OF BERKS

Request for Proposals #25-22-GR

Dining Services Management Berks Heim Nursing & Rehabilitation

Issued on December 30, 2025

Pre-Proposal Conference

Thursday, January 15, 2026, 10:00 AM

Refer to Section 1, paragraph 1.2 for details

Submittal Deadline:

Thursday, February 12, 2026, 2:00 PM., Local Prevailing Time

Refer to Section 5, paragraph 5.1 for submittal instructions.

County's Point-of-Contact for this RFP

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This Request for Proposals (RFP) package consists of 95 pages including this cover page and the Table of Contents page. If the RFP package you received is missing any pages, contact the County of Berks Purchasing Department by telephone at (610) 478-6168.

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SECTION ONE - Introduction and Instruction

1.1. Purpose of this Request for Proposals (“RFP”)

The County of Berks (hereinafter “County”), a municipal corporation with its principal office in Reading, Pennsylvania is soliciting competitive sealed proposals (a “Proposal”) from professional firms (each a “Proposer”) that are interested in and capable of providing Dining Services Management at Berks Heim Nursing & Rehabilitation, as further detailed in the Scope of Work of this RFP (inclusive of all tasks, deliverables and products required herein, “Services”). If the County elects to make an award to a Proposer in connection with the Services, the Proposed Form of Agreement and General Conditions included as Attachment A to this RFP as well as all documents incorporated therein shall form the entire agreement between the County and the successful Proposer (“Agreement”).

1.2. Pre-Proposal Conference

A pre-proposal conference will be held through a live broadcast using Microsoft Teams on January 15, 2026, beginning promptly at 10:00 AM.

The Proposers may participate in the pre-proposal meeting of this Request for Proposal utilizing Microsoft Teams. The Microsoft Teams URL may be subject to change, current Microsoft Teams URL for the opening can be located and on the following site under the listing for this specific RFP:

<https://www.berkspa.gov/departments/purchasing/itb-rfp>

The purpose of this meeting is to conduct a question and answer session regarding this RFP package to maximize the Proposer’s understanding as to what is required. Should questions asked and answers given at the pre-proposal conference potentially alter the intent or scope of the RFP, the County will issue an addendum to the RFP to formally modify the RFP. This RFP cannot be modified by, and Proposers shall not rely on, comments made during the pre-proposal conference except as set forth in an addendum.

All Proposers who have received the RFP package from the County will receive notification of the issuance of the addendum.

1.3. Due / Opening Dates

The deadline for the County’s receipt of Proposals is 2:00 PM, local prevailing time, February 12, 2026 (“Proposal Deadline”). The County Controller’s time clock shall be considered the official time. Proposals received after the Proposal Deadline will not be considered. Refer to Section 5, paragraph 5.1 for specific Proposal submittal instructions.

Proposals will be opened publicly at 2:15 PM., on February 12, 2026. Proposer may attend the proposal opening through a live broadcast using Microsoft Teams. A summary of Proposals received (Proposer name) will be posted on the Purchasing Department’s page of the County’s website <https://www.berkspa.gov/departments/purchasing/itb-rfp>

This Microsoft Teams URL may be subject to change, current Microsoft Teams URL for the opening can be located and on the following site under the listing for this specific RFP:
<https://www.berkspa.gov/departments/purchasing/itb-rfp>

Only the name of each Proposer will be read publicly. All other information contained in each Proposal shall be treated as confidential so as to avoid disclosure of contents prejudicial to competing Proposers.

1.4. Amendments to Submitted, Unopened Proposals

Amendments to or withdrawals of submitted, unopened Proposals will only be allowed if requests are received by the County prior to the Proposal Deadline. No amendments or withdrawals will be accepted after the Proposal Deadline unless they are in response to the County's request.

1.5. Required Review of RFP Package

Proposers shall carefully review this RFP for defects, inconsistencies, or ambiguities. Comments concerning defects, inconsistencies or ambiguities must be made in writing and received by the RFP's point-of-contact (see cover page), at least ten (10) business days prior to the Proposal Deadline. This will allow for the issuance of any necessary addenda.

All questions must be in writing and directed to the RFP's point-of-contact. This RFP cannot be modified except by written addenda issued by the County. The decision on whether an addendum is required shall be made by the County in its sole discretion.

If an addendum is issued, it will be provided to all parties who were provided a copy of the RFP by the County's Purchasing Department. It shall ultimately be the responsibility of the Proposer to check and download Addenda from the County's website.

1.6. Receipt of RFP Package

The County's Purchasing Department is the sole authority to provide the RFP package to interested companies or individuals. Proposers who are working from an RFP package obtained from any other source, may be working from an incomplete set of documents. The County assumes no responsibility for an error, omission, or misinterpretation resulting from a Proposer's use of an incomplete RFP package.

Proposers who have received the RFP package from a source other than the County Purchasing Department, are advised to contact the Purchasing Department to provide their Proposer's name, address, telephone number, fax number, and contact name. This will ensure that the Proposer will receive all communication regarding the RFP such as Addenda.

Proposers who have received the RFP package by downloading it from the County's website and have not provided their Proposer's information to the County's Purchasing Department are responsible for checking the website to obtain any Addenda issued for the RFP.

1.7. Preparation Costs

The County will not be responsible for any costs associated with the preparation, submittal, or presentation of any Proposal. If the County rejects a Proposal or does not award an Agreement to any particular Proposer, the Proposer agrees that it will not seek to recover lost or expected profits, Proposal preparation costs or claims for unjust enrichment.

1.8. Public Information

All Proposals and other material submitted become the property of the County and may be returned only at the County's option. Information contained in the Proposals will not be disclosed during the evaluation process. Under Pennsylvania's "Right to Know" laws (65 P.S. §§ 67.101-67.3104), public records are required to be open to reasonable inspection. All Proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time the Agreement is executed by the County. Thereafter, the Proposals will become public information. Requests for

photocopies of public records must be made to the Open Records Officer and will be provided to the requestor for a nominal per page fee.

Trade secrets and other proprietary data contained in Proposals may be held confidential, if the Proposer requests, in writing, that the County does so, and if the County agrees, in writing, to do so. Material considered confidential by the Proposer must be clearly identified and the Proposer must include a brief statement that sets out the reasons for confidentiality.

1.9. Reservation of Rights

1.9.1. The County reserves and may, at its sole discretion, exercise the following rights with respect to this RFP and all Proposals submitted pursuant to this RFP:

- 1.9.1.1.** To reject all Proposals and re-issue the RFP at any time prior to execution of the Agreement; to require, in any RFP for similar products and/or services that may be issued subsequent to this RFP, terms and conditions that are substantially different from the terms and conditions set forth in this RFP; or to cancel this RFP with or without issuing another RFP.
- 1.9.1.2.** To reject any Proposal if, in the County's sole discretion, the Proposal is incomplete, the Proposal is not responsive to the requirements of this RFP, the Proposer does not meet the qualification requirements set forth in Section 5 herein, or it is otherwise in the best interest of the County to reject the Proposal.
- 1.9.1.3.** To supplement, amend, substitute, or otherwise modify this RFP at any time prior to the execution of the Agreement.
- 1.9.1.4.** To accept or reject any or all of the items in any Proposal and award the Agreement for the whole or only a part of any Proposal if the County determines, in its sole discretion, that it is in the County's best interest to do so.
- 1.9.1.5.** To reject the Proposal of any Proposer that, in the County's sole judgment, has been delinquent or unfaithful in the performance of any contract with the County, is financially or technically incapable, or is otherwise not a responsible Proposer.
- 1.9.1.6.** To waive any informality, defect, non-responsiveness, and/or deviation from this RFP that is not, in the County's sole judgment, material to the Proposal.
- 1.9.1.7.** To permit or reject, at the County's sole discretion, amendments (including information inadvertently omitted), modifications, alterations, and/or corrections to Proposals by one or more of the Proposers following Proposal submission.
- 1.9.1.8.** To request that one or more of the Proposers modify their Proposals or provide additional information.
- 1.9.1.9.** To request additional or clarifying information from any Proposer at any time, including information inadvertently omitted by a Proposer.
- 1.9.1.10.** To require that Proposers appear for interviews and/or presentations of their Proposals at County offices.

1.9.1.11. To inspect programs similar in type and scope to the work sought in this RFP and/or to inspect the Proposer's facilities to be used in furnishing goods or services required by the RFP.

1.9.1.12. To conduct such investigations as the County considers appropriate with respect to the qualifications of any Proposer and with respect to the information contained in any Proposal.

1.10. Any and all protests related to this solicitation are subject to the County of Berks Protest Policy which is located on the County of Berks Purchasing Department website: <https://www.countyofberks.com/departments/purchasing/itb-rfp>

1.11. RFP Timeline

Following is the County's estimated timeline for the RFP process:

Issue RFP	December 30, 2025
Pre-Proposal Conference	January 15, 2026
Cutoff for Submission of Written Questions (10 business days before due date)	January 29, 2026
Deadline for Submission of Proposals	February 12, 2026
Opening of Submitted Proposals	February 12, 2026
County's Review of Proposals	February 13 to March 13, 2026
Notify Short List Firms	March 16, 2026
Interview Short List Firms	March 18 to March 20, 2026
Issue Notice of Contract Award	April 2, 2026
Commencement of Work	July 1, 2026

2. SECTION 2 – Method of Vendor Selection

2.1. Interviews with Short List Firms

The County may, in its sole discretion, elect to conduct interviews with one or more Proposers. The purpose of an interview will be to clarify and assure the Proposer's full understanding of, and responsiveness to, the solicitation requirements. Revisions to a Proposal may be permitted after submission and before the County's execution of the Agreement for the purpose of obtaining best and final offers with the County's approval. The individual identified in the Proposal as the Program Manager, must be in attendance at the interview.

2.2. Right to Negotiate

After the County's completion of the Proposal evaluation process, including any interviews held with Proposers during the evaluation process, the County may elect to initiate negotiations with one or more Proposers for modification of any component of the Agreement, including, without limitation, the scope of services, price or schedule for completion. The option of whether or not to initiate or terminate negotiations rests solely with the County, which may be exercised at any time.

2.3. Award of Contract

If the County elects to award the Agreement pursuant to this RFP, it intends to award the Agreement to the responsible and responsive Proposer whose Proposal is determined to provide the best overall value to the County. The County intends to award a three (3) year

Agreement term upon the mutual agreement of the parties. The Vendor should be prepared to begin work on July 1, 2026.

- 2.3.1.** The County reserves the right, upon notice to the Proposer, to extend the term of the Agreement for up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in Agreement coverage and only for the time necessary, up to three (3) months, to enter into new Agreement and to ensure a smooth transition process for consumers.
- 2.3.2.** This option provision shall be within the sole and exclusive discretion of the County to exercise and shall not obligate the County to extend the Agreement.

3. SECTION 3 - Standard Contract Information

3.1. Standard Agreement Provisions

The Agreement resulting from the award of this RFP will be governed by the terms and conditions set forth in the Proposed Form of Agreement and General Conditions set forth in Attachment A, attached hereto and incorporated herein. Proposers must detail in their Technical Proposal their reasons for objection to any part of RFP or Proposed Form of Agreement and General Conditions. Hindrance of the award process due to the extent of a Proposer's objection to the form or substance of the RFP or Proposed Form of Agreement and General Conditions may have a negative impact on the County's assessment of that Proposal.

3.2. Agreement Content

The Agreement will incorporate this RFP, the Proposer's Proposal, and any additional information deemed necessary as a result of the negotiations held with the Vendor.

3.3. Confidentiality of Protected Health Information:

- 3.3.1.** To the extent applicable, the parties hereto agree to fully comply with the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191, and all amendments thereto and regulations promulgated thereunder (collectively, "HIPAA"), as well as any other applicable laws or regulations concerning the privacy and security of health information. The successful Proposer agrees at all times to treat any protected health information (as defined by HIPAA), created by or disclosed or otherwise made available to the successful Proposer in connection with the Agreement, in accordance with all federal, state and local laws and regulations regarding the confidentiality of protected health information. Without limitation to other rights and remedies under the Agreement or afforded by law, County may immediately terminate the Agreement if it determines that there has been a material breach of this provision.
- 3.3.2.** To the extent that County meets the definition of a "Covered Entity" or "Business Associate" (as such terms are defined under HIPAA) and the successful Proposer/Vendor is determined by County to meet the definition of a "Business Associate" or "Subcontractor" (as such terms are defined under HIPAA) of County, the successful Proposer and County shall enter into a HIPAA Business Associate Agreement in a form satisfactory to County as set forth in Attachment B, attached hereto and incorporated herein, which shall govern the treatment of any protected health information created, received, transmitted, or maintained by successful Proposer on behalf of the County.

4. SECTION 4 – Scope of Work

4.1 Background

Berks Heim Nursing and Rehabilitation (hereinafter “Facility”) is a 420 bed skilled nursing facility owned by the County of Berks. The Facility is licensed by the Pennsylvania Department of Health and maintains an average resident census of 315. The monthly average number of admissions is 17 and the monthly average number of discharges is 17. The Dining Services Department prepares all Facility resident (hereinafter “Resident”), guest, and special function meals at the Facility. The Dining Services Department director shall report to the Facility Administrator. The current Vendor is CURA Hospitality, LLC. The Facility does not have a cafeteria. The meals are served via a tray service and the dining cart delivery is as follows:

	<i>BREAKFAST</i>		<i>LUNCH</i>		<i>SUPPER</i>	
	<i>Tray Line Starts @ 6:45</i>		<i>Tray Line Starts 11:20</i>		<i>Tray Line Starts @ 4:30</i>	
	<i>Unit</i>	<i>Times</i>	<i>Unit</i>	<i>Times</i>	<i>Unit</i>	<i>Times</i>
1	A2-1	7:00 AM	A2-1	11:25 AM	A2-1	4:50 PM
2	A2-2	7:03 AM	A2-2	11:29 AM	A2-2	4:54 PM
3	B2-1	7:06 AM	A3-1	11:33 AM	B2-1	4:57 PM
4	A3-1	7:09 AM	A1-1	11:37 AM	A3-1	5:01 PM
5	A1-1	7:12 AM	A3-2	11:41 AM	A1-1	5:04 PM
6	EC-1	7:15 AM	A1-2	11:45 AM	A3-2	5:07 PM
7	B3-1	7:19 AM	A2-3	11:49 AM	B1-1	5:10 PM
8	B1-1	7:23 AM	EC-1	11:53 AM	EC-1	5:14 PM
9	A3-2	7:27 AM	B1-1	11:57 AM	EC-2	5:17 PM
10	B2-2	7:30 AM	B2-1	12:01 PM	EC-3	5:20 PM
11	A1-2	7:33 AM	A3-3	12:05 PM	B2-2	5:23 PM
12	EC-2	7:36 AM	B2-2	12:10 PM	B3-1	5:26 PM
13	B3-2	7:39 AM	A1-3	12:14 PM	A1-2	5:29 PM
14	B1-2	7:42 AM	B3-1	12:18 PM	A3-3	5:32 PM
15	A3-3	7:46 AM	B1-2	12:22 PM	B1-2	5:36 PM
16	A2-3	7:50 AM	EC-2	12:27 PM	A2-3	5:40 PM
17	B2-3	7:54 AM	B2-3	12:32 PM	B3-2	5:44 PM
18	A1-3	7:58 AM	B3-2	12:37 PM	B2-3	5:48 PM
19	EC-3	8:02 AM	B1-3	12:42 PM	A1-3	5:52 PM
20	B3-3	8:06 AM	EC-3	12:47 PM	B3-3	5:56 PM
21	B1-3	8:10 AM	B3-3	12:52 PM	B1-3	6:00 PM

4.2 Program Summary

To provide overall management of the Dining Services Department seven (7) days per week, three hundred sixty-five (365) days per year, food procurement, food preparation, and food delivery. The Vendor shall provide the day to day management staff to oversee food production, meal delivery, dietary sanitation, and quality assurance functions.

4.3 Program Goals and Objectives

To provide quality dining services and meal preparation that meets Federal and State regulations, industry standards, and Resident satisfaction. This shall include adherence to strict sanitation guidelines, nutritious meals served in an appetizing format, and ongoing quality controls.

4.4 Scope of Work

The Vendor agrees to assume the management and operational responsibilities of the Dining Services Department at the Facility. The Facility is a 420 bed nursing home, which includes a fully operational kitchen.

- 4.4.1.** Vendor shall manage and operate the Dining Services Department and assist in managing the County's Dining Services budget to assure efficiency and effectiveness of Services including management of the Facility's employees and interaction with other departments at the Facility as related to the provision of Services.
- 4.4.2.** Services shall be in accordance with all applicable Facility, State and Federal regulations as amended to include, but not be limited to, Department of Health Long Term Care Facilities Licensure Regulations and Bureau of Facility Licensure and Certification Division of Nursing Care Facilities. This shall consist of, but not be limited to the following:
 - 4.4.2.1.** Provide total onsite food service management coordination and supervision inclusive of environmental Services within the Dining Services Department. The environmental services required under this Agreement are strictly for janitorial services required in the kitchen/food preparation areas. This Agreement does not include environmental services for the Facility as a whole.
 - 4.4.2.2.** Vendor shall provide services of a registered dietitian for the Facility, as well periodic services to the Berks County Jail System, Berks County Youth Detention Center, and the Berks County Youth Shelter (hereinafter collectively referred to as "Agency"). This shall include, but not be limited to, approval and creation of menus and shall be completed as required in accordance with Federal, State and Facility/Agency regulations.
 - 4.4.2.3.** Manage the preparation and service of three (3) meals daily, seven (7) days per week.
 - 4.4.2.4.** All meals shall be in accordance with all applicable Facility, State and Federal regulations.
 - 4.4.2.5.** The menu for regular and special diets/nourishment shall be adhered to strictly.
 - 4.4.2.6.** Provide onsite management supervision from 5:30 A.M. to 8:00 P.M. and/or hours as required, seven (7) days per week, including holidays as defined by the County as: New Year's Day, Martin Luther King, Jr. Day, President's Day, Good

Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, General Election Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

4.4.2.7. Provide Resident dietetic consultation on a daily basis, including initial assessments, within forty-eight (48) hours of Resident admission. Documentation of the consultation shall follow all applicable State and Federal guidelines and regulations.

4.4.2.8. As part of the Vendor's food program, Vendor shall use commercially reasonable efforts to create meals and food supplements that meet the commercial nutritional supplement requirements provided by the County for its Residents and reduce the purchase of commercial nutritional supplements. If Vendor is unable to create certain meals and food supplements, County will be responsible for purchasing and payment of the required nutritional supplements to nursing units as ordered by physicians.

4.4.2.9. Prepare and serve food for special activities as required by Activities and Therapeutic Recreation staff, as approved by the Administrator of the Facility. Expenses associated with these activities shall be part of Vendor's responsibilities and may not be billed separately. The estimated monthly expense associated with these activities is \$400.00.

4.4.2.10. Vendor shall be responsible for providing and maintaining training equipment, videos, CD-ROMs, literature, dietary Services daily work and project schedules, and standard operational procedures and training manuals used for training Vendor's employees. These materials shall at all times remain the property of the Vendor.

4.4.2.11. The Vendor's onsite management team shall provide continuous employee supervision, training, and evaluation in connection with the Services and shall include for all Vendor employees any in-services training required by Facility. County shall be responsible for the following in-services training: Resident Abuse, SDS, Infection Control, Fire Safety, Confidentiality/HIPAA, Corporate Compliance, and Resident Rights.

4.4.2.12. The Vendor's Dining Services Director (as defined below) may sit on Facility committees as requested by Facility. In performing on any such committee, the Vendor's Dining Services Director shall be acting solely as an advisor to the Facility and Facility shall remain solely responsible for all actions reviewed, recommended, taken or not taken by the Facility or its committees. The Vendor's Dining Services Director may assist the Facility in connection with regulatory organizations as requested by the Facility.

4.4.2.13. A Joint Review Committee shall be formed consisting of the Facility Administrator and two (2) Vendor representatives for the purpose of holding regular consultations on the performance of the Services being provided hereunder.

4.4.2.14. Vendor shall be responsible for reporting any violations of working conditions as required by County, State, and/or Federal statutes that the Vendor may encounter

in performing its duties or any potential hazards subject to the terms and restrictions in Section 3 that the Vendor may encounter in performing its duties.

4.4.2.15. Vendor shall pay all lawful taxes and fees imposed by federal, state, or local agencies in connection with the management Services to be rendered by it hereunder, and shall procure all licenses and permits and comply with all statutes, ordinances and regulations applicable to the conduct of its Services hereunder.

4.4.2.16. Vendor shall purchase and maintain a Menu Software system such as Geri Menu or Momentum inclusive of annual maintenance/support (herein "System") for the management of Dinning Services. The County shall be considered the owner of all such information created and contained in the System but Vendor shall be the owner of the System. Vendor shall install System on Vendor's computers and may install on County's network (only if approved by County) within the Dining Services Department, in order to provide this technology to its widest extent and in a manner that does not disrupt other network or computer operations of County. All maintenance and operation of the System shall be the responsibility of the Vendor. County shall be billed for the maintenance of the System in addition to the Vendor Fee. Upon expiration or termination of the Vendor's contract, the County shall reserve the right to purchase the System from the Vendor at a depreciated rate. The Vendor shall provide any and all supplies necessary or as a direct result of the Menu System, to include but not be limited to, card stock for menu tickets.

4.4.2.17. In the event any dietary deficiencies are cited by oversight agencies, Vendor shall rectify any such issues (including payment) as a result of such inspections as required by the inspection agency and within the timeframe required by the regulatory agency if such issues or results are caused by the negligent acts or omissions of the Vendor, its employees, agents, or subcontractors.

4.4.2.18. Vendor shall provide monthly reports as requested by the County that shall include, but not be limited to, a Monthly Supply Report containing quantity, unit, description, make, invoice cost, and total for products purchased.

4.4.3. County Facility.

4.4.3.1. Vendor shall submit proposals based on the current configuration of the kitchen/dietary equipment. All major equipment purchases or reconfiguration of dietary areas shall be limited to current budget constraints and shall have prior written approval by the County. A floor plan of the kitchen within the Facility is included as Attachment G.

4.4.3.2. Facility agrees to make available for use by Vendor the equipment in use by the Dining Service Department. Attachment F provides a general listing of such equipment; however, the Facility does not warrant that the listing is current or complete.

4.4.3.3. Facility agrees to provide Vendor with the use of kitchen and dining service offices and storage space on the Facility premises, from which to conduct its Services hereunder, with such offices and storage under the operation of the Vendor, and locker facilities for use by Vendor's agents and employees engaged

in the performance of Services hereunder. Facility shall have access to these areas at all times and as required under County and Facility Policies and Procedures. Such use shall include all utilities, including water, sewer, electricity, and local telephone and fax service necessary to conduct Facility management Services or duties. Such utilities shall be provided by the County/Facility. Vendor shall be permitted access to the County's Information Technology Network as needed to interface with the Facility's electronic medical record software.

4.4.4. Supervision of food service activities shall include, but not be limited to, the following:

- 4.4.4.1.** Delivery and return of food carts and equipment.
- 4.4.4.2.** Ware washing of Residents' utensils, trays, kitchen equipment, etc.
- 4.4.4.3.** Ware washing of Residents' adaptive feeding utensils.
- 4.4.4.4.** Daily removal of trash and garbage from kitchen and main Resident dining rooms.
- 4.4.4.5.** Thorough cleaning of kitchen equipment.
- 4.4.4.6.** Ensure cooperative and economical use and control of dietary equipment and supplies.
- 4.4.4.7.** Appropriately interact with nursing, medical, and all other departments in order to assure cooperative and efficient operation.
- 4.4.4.8.** Use reasonable care and exercise proper judgment when utilizing the space and equipment provided by the Facility.
- 4.4.4.9.** Submit equipment repair orders to the Facility's Maintenance Department on a timely basis. Vendor shall pay all costs for damage of equipment only if it is determined by the parties that Vendor was negligent in its use of the equipment or management of the maintenance of the equipment.
- 4.4.4.10.** Prepare monthly reports and annual budgets in accordance with administrative directives and County policies and procedures, this shall include, but not be limited to, food provisions, dietary supplies, and equipment.
- 4.4.4.11.** Manage the preparation and delivery of guest meals as ordered.

4.4.5. Quality Assurance Program.

- 4.4.5.1.** Vendor shall have an ongoing quality assurance program and submit their reports to the Facility's Director.

4.4.6. Administrative and Resident Surveys.

- 4.4.6.1.** Vendor shall utilize the Electronic Health Record, PointClickCare and Point of Care software program (or alternate) provided by the County to document all resident information (to include, but not be limited to, Progress notes and user defined assessments) and shall be able to access weight records, intake and hydration records. The County shall be considered the owner of all such information created and contained in the PointClickCare System.
- 4.4.6.2.** Vendor shall conduct a minimum of two (2) administrative and resident surveys per year in order to assist in monitoring quality and satisfaction. Samples of the survey forms shall be approved by the Facility's Director.
- 4.4.6.3.** Vendor shall meet with Resident groups at the Facility at least monthly or as directed by the Facility's Director, and incorporate the recommendations and preferences into meal service to the extent reasonably possible, as agreed to by the Facility's Director.

4.4.7. Menu, Food Provisions and Procurement.

- 4.4.7.1.** Facility serves approximately 345,000 Resident meals per year, 400 guest meals, 365 complimentary employee meals and provides resident snack choices (i.e., cookies, pretzels, ice cream, yogurt etc.) which are available and maintained in a nourishment room/pantry in each unit. The County on average retains floor stock of \$5,000 for Resident snacks. The monthly costs associated with supplements are \$1,000.00 for Commercial and \$2,600.00 for Commercial Supplements. The average number of Residents receiving tube feedings is currently 0.
- 4.4.7.2.** Menu shall comply with all applicable state and federal guidelines and shall meet or exceed all Recommend Daily Intake (hereinafter "RDI") minimum for minerals, vitamins, proteins, portion size, and all other categories identified under RDI.
- 4.4.7.3.** All menus shall be approved and signed by a registered licensed dietitian.
- 4.4.7.4.** Vendor shall provide a current diet manual thirty (30) days prior to commencement of services for approval by the County.
- 4.4.7.5. Option 1 - County Procures Food, Supplies, and Chemicals.**
 - 4.4.7.5.1.** Vendor shall compile food provision requirements in advance as requested by the County in accordance with County process and procedures. In addition, Vendor shall also be responsible for review of results for food procurement as requested by the County prior to loading food awards into the County's enterprise resource program (hereinafter "Oracle System").
 - 4.4.7.5.2.** Vendor, whenever reasonably possible, shall purchase primary food provisions in attempt to produce various food and supplements within the Facility, versus purchasing prepared provisions/products/supplements at a greater cost.

4.4.7.5.3. County shall be responsible for the procurement of food provisions. The County utilizes cooperative publicly procured contracts for the provision of food and dietary supplies. The County of Berks currently utilizes the Omnia Contract awarded to Premier in conjunction with U.S. Foods, Contract #42356. Other required dietary supplies are procured as needed during the course of the year. This process is subject to change at the discretion of the County. In accordance with Class III County Code the County does not utilize contracts entered into by for profit cooperative hospital/nursing home service associations for materials, supplies, and/or equipment.

4.4.7.5.4. County shall actually purchase and Vendor shall manage all purchases of products, supplies, equipment, and services utilized in the Services, which purchases shall be made through the County's group purchasing agreements as managed by the Oracle System. County is entitled to receive all local trade discounts, as well as all purchasing discounts and rebates provided by County's group purchasing program based upon such program's arrangements with distributors and suppliers. Vendor shall be required to order food provisions by creating requisitions and/or releases as needed in the Oracle System.

4.4.7.5.5. Vendor shall be responsible for working with Facility's Accounts Payable staff and take the necessary action to resolve issues regarding such. Vendor shall also be responsible for receipt of provisions in the Oracle System and submission of invoices.

4.4.7.5.6. It shall be the responsibility of the Vendor to select food provisions that will be in accordance with the Facility's annual budget for the Services.

4.4.7.5.7. Vendor shall provide a report after six (6) months into the term of the agreement to compare the County's food provision and dietary supply costs to that of the Vendor's resources, if the Vendor had procured said supplies.

4.4.7.6. Option 2 - Vendor Procures Food, Supplies and Chemicals.

4.4.7.6.1. Vendor shall be responsible for purchasing all food, supplies and chemicals as part of the contract. Food includes all resident snacks and dietary supplements.

4.4.7.6.2. Vendor shall meet the minimum food and dietary specifications identified in Attachment E.

4.4.7.6.3. Vendor shall make every effort to purchase food and supplies consistent with applicable competitive bid procedures.

4.4.7.6.4. Special Affairs Functions shall be billed directly to the County as a pass through and shall be agreed upon in advance and fall within annual budget for such functions.

4.4.8. Vendor's Personnel Requirements.

- 4.4.8.1.** The selected Vendor shall be staffed with knowledgeable and experienced personnel, including knowledge of all federal, state and local statutes regarding Dining Service.
- 4.4.8.2.** The County reserves the right to approve any personnel hired by the Vendor. Such approval shall not be unreasonably withheld.
- 4.4.8.3.** Vendor agrees to provide any other onsite personnel as Vendor deems necessary to perform its obligations. The Dining Service management staff shall include the Vendor's Dining Services Director (Food Service Director), three (3) full time Registered Dietitians, and four (4) full time Supervisors. Total onsite staff shall be a minimum of eight (8) Vendor employees.
- 4.4.8.4.** Vendor shall provide criminal background checks, two (2) step Mantoux Test, written verification of employee reference checks, and proof of Office of Inspector General (OIG) and any other Federal Participation Exclusion checks that are required by Federal and State regulations.
- 4.4.8.5.** Vendor shall train, manage, hire, discharge, and, as needed, provide remedial counseling for job performance and direct Vendor's Dining Services Director and all Vendor Dining Services Employees of the Facility in the performance of their respective job duties.
- 4.4.8.6.** Vendor shall pay all wages and salaries of the Vendor's Dining Service Director and all Vendor's Dining Service Employees and shall pay all payroll and other taxes, fees, workers' compensation insurance, and other charges or insurance levied or required by any federal, state or local statutes relating to the employment of all Vendor's employees.
- 4.4.8.7.** Regional Manager/Supervisor: Vendor shall provide supervision for the Vendor's Dining Services Director (hereinafter "Regional Manager/Supervisor").
- 4.4.8.8.** In the event of staffing turnover, the Vendor shall be required to fill the open position(s) within thirty (30) days unless otherwise agreed by both parties. In the event of staffing turnover of a required position, as listed in Clause 4.4.8.3, the Services of such position shall be covered by Vendor immediately unless otherwise agreed by both parties.

4.4.9. Vendor's Dining Services Director.

- 4.4.9.1.** Vendor shall provide all management positions necessary to ensure adequate supervision of staff, quality service and meeting of regulatory requirements.
- 4.4.9.2.** Vendor's Dining Services Director shall have the minimum training and experience as detailed in Section 4.5.2, or as approved by the County. Vendor's Dining Services Director shall be ADA registered, with licensure preferred for a certified, registered dietitian.

4.4.9.3. The Vendor's Dining Services Director shall function as a member of the Facility's operations team and shall attend staff meetings and facility committees specific to the operation of the Facility and as required by the Facility.

4.4.9.4. County reserves the right to request the removal of any unacceptable dining services employees from Facility. Any such request shall be met with immediate compliance. All dining services employees shall abide by County of Berks and Facility Policies and Procedures, copies of which can be provided to Vendor prior to the commencement of this Agreement.

4.4.10. County's Personnel and Services.

4.4.10.1. With the exception of the eight (8) required Vendor Dining Service Employees, the County shall employ the rest of the hourly employees in the Dining Service Department of the Facility (hereinafter "County Dining Service Employees"), which shall include the position titles of Dietary Aide, Dietary Cook, Dietary Receiver, and Dietary Utility Worker or any combination thereof at the Facility.

4.4.10.2. County shall pay all wages and salaries of County Dining Service Employees and shall pay all payroll and other taxes, fees, workers' compensation insurance, and other charges or insurance levied or required by any federal, state or local statutes relating to the employment of all County employees.

4.4.10.3. County shall provide and pay for the following services:

4.4.10.3.1. pest control;

4.4.10.3.2. repair and maintenance of County owned equipment;

4.4.10.3.3. nursing staff to provide delivery of food trays to both Resident's rooms and dining rooms; and

4.4.10.3.4. cleaning of floors, ceilings, and lights by the County and/or County's contracted agent.

4.4.10.4. County Dining Service employees are part of the UFCW union.

4.4.11. Conforming Work.

4.4.11.1. All work performed or managed shall be of the highest quality and shall conform to all applicable standards, safety guidelines and design conditions as may be imposed by legitimate regulatory organizations, including governmental agencies and municipalities.

4.4.12. Performance Standards.

4.4.12.1. All Services to be performed under this ensuing contract shall be performed in the most cost effective manner in achieving the objectives of the County.

4.4.12.2. The selected Vendor is expected to provide quality food service with menus that meet the nutritional needs of all Facility Residents, and with food prepared in a

manner that is palatable and attractive. Menus are to be a five (5) week cycle or equivalent and shall accommodate regional food preferences. Additionally, the Vendor is expected to meet all appropriate regulatory standards.

4.4.12.3. Facility expects the Dining Services Department to be an integral part of the care planning team.

4.5 Qualifications / Experience

4.5.1. Proposing Firm

4.5.1.1. The proposing firm shall at minimum:

4.5.1.1.1. Be currently engaged in food/dining services contracts with at least three (3) long term care, proprietary, non-profit or government facilities servicing a minimum of one hundred eighty (180) residents, each of similar scope to that required herein and have demonstrated exceptional performance.

4.5.1.1.2. Have serviced in the last year at least one (1) long term care facility located in Pennsylvania and one (1) long term care facility government owned and operated.

4.5.1.1.3. Consistently have good to excellent annual surveys conducted by the Long Term Care Division of the Department of Health. Inquiry about these surveys will be part of reference checks.

4.5.1.1.4. Have demonstrated past performance related to quality service, regulatory compliance, budget adherence, and customer satisfaction.

4.5.1.2. It is important to note that “proposing firm” refers to the company that would enter into the Agreement with the County. To be considered, the proposing firm must meet or exceed the benchmarks set forth above on its own merit. The experience and qualifications of firms that the proposing firm will partner with in the performance of this Program cannot be used to bring a proposing firm’s less than required experience and qualifications up to the benchmark. Also, important to note is that the County is not interested in a joint venture Program but prefers to enter into the Agreement with a single entity.

4.5.1.3. Each proposing firm shall certify that it is not currently under suspension or debarment by the Commonwealth of Pennsylvania or federal government. If the proposing firm cannot so certify, then it shall submit a written explanation of why such certification cannot be made.

4.5.2. Dining Services Management Staff

4.5.2.1. The Dining Services Director shall at minimum:

4.5.2.1.1. Have six (6) years of food/dining service industry experience, which shall include a minimum of three (3) years of food service management

experience, or any equivalent combination of ten (10) years of acceptable training and experience of similar scope and size.

- 4.5.2.1.2.** Education equivalent to completion of a bachelor's degree program.
- 4.5.2.1.3.** Current Certified Dietary Manager (CDM) or higher credentials or certification as a Registered Dietitian. Acceptable training and experience for the Registered Dietician shall include Pennsylvania State qualification/licensure.

4.5.2.2. The Dining Services Management staff shall at minimum:

- 4.5.2.2.1.** Have one (1) year long term care dietary experience in a skilled nursing facility. Two (2) of the staff members shall have certification as a Registered Dietitian. Acceptable training and experience for the Registered Dietician shall include Pennsylvania State qualification/licensure.

4.6 Program Timeline

The successful Proposer(s) will be required to begin the work on July 1, 2026 upon receipt of the County's issuance of the notice to proceed.

5. SECTION 5 - Proposal Format and Content

5.1. Submission of Proposal

- 5.1.1.** Proposals shall be submitted with one (1) original and one (1) electronic copy of the Proposal and an electronic Excel file of Price Proposal on a CD or thumb drive to: **County of Berks, c/o County Controller, Berks County Services Center, 633 Court Street, 12th Floor, Reading, PA, 19601**. The original Proposal shall be marked "Original" and the electronic copy of the Proposal shall be a complete copy of the original including all attachments and appendixes.
- 5.1.2.** Proposals shall be submitted in two (2) parts – a "Technical Proposal" and "Price Proposal". The Technical Proposal shall cover the technical aspects of the Services but shall not include any mention of proposed fees or out-of-pocket expenses. The Price Proposal shall include all details as required under Section, Clause 5.12. The Technical Proposal and the Price Proposal shall be submitted in separate sealed, opaque envelopes or containers with the words **"Sealed Technical Proposal – RFP #25-22-GR"** and **"Sealed Price Proposal – RFP #25-22-GR"** clearly printed on the outside of each package. Proposals received via facsimile or email will not be considered.
- 5.1.3.** Each Proposal section enumerated in paragraphs 5.3 – 5.13 must be clearly identified and tabbed in the submitted Proposal.

5.2. Proposal Format

The County discourages overly lengthy and costly proposals; however, Proposers should follow the format set out herein and provide all of the information requested. For a Proposal to be considered, Proposers must follow the instructions outlined in this RFP.

5.3. Transmittal Letter

Proposals shall include a brief letter which provides the Proposer's name; address of the main office and any branch offices; telephone and fax number for each office; name, title, telephone number, fax number, and email address of the Proposer's contact person for this program; a statement that the Proposal is in response to this RFP; and the signature, typed name, and title of an individual who has *actual authority** to commit the Proposer to the Proposal. The transmittal letter shall also include an acknowledgement of each RFP addendum received (if applicable), and a statement that the Price Proposal is valid for at minimum ninety (90) days from the Proposal opening date.

**Proposals by individuals must be signed personally, with name typed below signature, and witnessed. A complete address and trade name must be provided. Proposals by partnerships must include the typed names and business address of all partners and the trade name of the Proposer. The Proposal must be signed by at least one general partner, whose signature must be witnessed. Proposals by corporations must include the typed name of the corporation, the State of incorporation, and the principal officer of the corporation. The Proposal must be signed by the President or Vice-President (or by an officer or agent duly authorized to bind the corporation to a contract, proof of whose corporate authority shall be attached), and attested by the Secretary, Assistant Secretary, or Treasurer of the corporation.*

5.4. Understanding of the Services

Proposers must provide a comprehensive narrative statement that illustrates their understanding of the requirements of the Services, and illustrates how their methodology will serve to accomplish the work and meet the County's schedule. Proposers must describe how they will approach the Services; describe the methods and frequency of interface between your program team members and the County's program team members in performing the Services; and indicate how often the program manager and the program team members will be on site in the performance of Services.

5.5. Qualification Statement

5.5.1. Each Proposal shall include, at minimum, the following information about the Proposer:

- 5.5.1.1.** The number of years the Proposer has been in business.
- 5.5.1.2.** The number of years the Proposer has provided Dining Management Services.
- 5.5.1.3.** The type of organization of the Proposer (i.e., Corporation, Partnership, Sole Proprietorship).
- 5.5.1.4.** The names and titles of the Proposer's principals.
- 5.5.1.5.** The Proposer's most recent annual report or the Proposer's most recent income statement, balance sheet, and statement of cash flow accompanied by an auditor's report attesting to the accuracy of these financial statements.

5.5.2. The following questions should be answered thoroughly as part of the Proposal:

- 5.5.2.1.** What is the Proposer's main business focus?

5.5.2.2. What are the strengths of the Proposer and how will the County benefit from those strengths?

5.5.3. Each Proposal shall address the Proposer's qualifications for the development and completion of the Services based on the following:

5.5.3.1. List and describe the Proposer's experience with food service management. Proposer shall submit a complete listing of all the long term care facilities for which they have provided service during the past three (3) years. For each listed long term care facility include the following information: name and location of the facility; reference contact name and telephone number; summary description of the services; and number of beds for each facility. Proposer shall identify contracts for which they have been terminated within the past three (3) years and shall include reasons for termination.

5.5.3.2. Identify the regional manager and submit the individual's credentials (work/project experience and education). In the event that you have potential candidates for the Dining Services Management staff, identify them and submit these individual's credentials (work/project experience and education) evidencing the experience required in Section 4.5.2. Include an organizational chart showing the reporting structure of the team members. Identify the frequency of inspections by the Regional Manager/Supervisor, where the regional manager/supervisor will be based, what provisions are available for troubleshooting and emergency situations.

5.5.3.3. Describe the Proposer's capacity to execute the Services within and in preparation of the proposed contract term. Describe the Proposer's willingness and ability to commit personnel to meet the County's scope and schedule of the Services. (Include a list of all current facilities where the Proper provides dining services).

5.5.3.4. Provide a written plan for emergency preparation and delivery of meals to Residents in case of power outages, snowstorms, water outages (i.e., those events which may result in limited functionality of the facility).

5.5.3.5. Proposer shall provide the following:

5.5.3.5.1. Sample Quality Assurance Program Reports.

5.5.3.5.2. Dietary Sample schedule for a two (2) week period for the Facility. The schedule shall identify the positions worked, hours worked, daily and weekly hours scheduled, using actual beginning and ending shift times.

5.5.3.5.3. A five (5) week cycle menu, which shall include nutritional analysis upon which food costs have been computed, which includes a statement that it meets all USDA standards. The menu shall comply with all applicable state and federal guidelines and shall meet or exceed all RDI minimum for minerals, vitamins, proteins, portion size, etc. and be approved and signed by a Registered Licensed Dietician.

5.5.3.5.4. Sample of computerized financial statements that will be provided to the County.

5.5.3.6. Complete the Worker Protection and Investment Certification Form BOP-2201, Attachment H.

5.6. Conflict of Interest

- 5.6.1.** Each Proposal shall include a conflict of interest statement indicating whether or not any principals in the Proposer, their spouse, or their child is employed by the County of Berks, and whether or not the Proposer or any individuals providing Services has a possible conflict of interest, and, if so, the nature of that conflict. Furthermore, Proposers shall complete the Non-Collusion Affidavit Form attached to this RFP as Attachment C and submit an executed copy with its Technical Proposal.
- 5.6.2.** To preserve the integrity of County employees and elected officials and to maintain public confidence in the RFP process, the County prohibits the solicitation or acceptance of anything of value by a County employee or elected official from any person seeking to initiate or maintain a business relationship with County departments, boards, commissions, and agencies.
- 5.6.3.** Proposers shall not pay any salaries, commissions, fees, or make any payments or rebates to any employee, elected official of the County or their designees. Nor shall any Proposer favor any employee, elected official of the County or their designees with gifts or entertainment of significant cost or value, or with services or goods sold at less than full market value.
- 5.6.4.** The County reserves the right to disqualify a Proposer or cancel an award of the Agreement if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be performed by the Proposer. The County's determination regarding any question of conflict of interest shall be final.

5.7. Consent of Surety

- 5.7.1.** If performance security will be provided in the form of a surety bond, a Consent of Surety (sample form included as Attachment D shall be submitted by all Proposers with their Proposal. The Consent of Surety shall consist of a statement from the Proposer's bonding company certifying that, if the Proposer is awarded the contract, the bonding company shall provide a Performance Bond in the amount of twenty-five percent (25%) of the total contract award. The Consent of Surety shall be accompanied by a Power of Attorney attesting to the signer's authority to commit the bonding company. The Consent of Surety should identify any conditions that contradict the terms and conditions of this RFP.
- 5.7.2.** If performance security will be provided in a form other than a surety bond, Proposer shall submit with their Proposal a statement on company letterhead noting the form in which performance security shall be provided. Acceptable alternate forms of performance security are a Certified Check or an Irrevocable Standby Letter of Credit.

5.8. Subcontractors

5.8.1. Subcontractors will not be allowed.

5.9. Insurance

Each Proposer must provide with its Proposal a sample certificate of insurance evidencing, at minimum, the insurance coverage types and levels set forth in the Proposed Form of Agreement and General Conditions.

5.10. Counter Terms

The Proposer shall specify any exceptions or objections taken to this RFP or the Proposed Form of Agreement and General Conditions, attached hereto as Attachment A, for the County to consider when evaluating the Proposal. Each provision the Proposer takes exception to shall be specifically identified (including a citation to the paragraph such provision is found) with the Proposer's suggested modification. It is understood that the Proposer takes no exception to the provisions of the RFP and form of Agreement not specifically identified as an exception or objection in this section of its Proposal.

5.11. Price Proposal (the paper and electronic Price Proposal shall be submitted in a separate sealed envelope)

5.11.1. Price Proposals shall include at minimum:

- 5.11.1.1.** The total monthly lump sum cost for the services inclusive of out-of-pocket expenses for Option 1, as detailed in Section 4.4.7.5.
- 5.11.1.2.** The total monthly lump sum cost for the goods and services inclusive of out-of-pocket expenses for Option 2, as detailed in Section 4.4.7.6. This cost shall be a Per Resident Day (PRD) format and shall include a total cost per meal and a food cost per meal.
- 5.11.2.** The Agreement resulting from the award of this RFP will be for a fixed fee amount. The County will make payment within forty-five (45) days of receipt of a properly prepared invoice for Services satisfactorily performed. The successful Proposer shall submit an invoice after the completion of each month of Services. The amount invoices shall coincide with the amount approved in the Agreement.
- 5.11.3.** The Price Proposal shall include an itemized list of all direct (i.e., salary wages, hourly wages, payroll taxes, worker's compensation, pension, salary hours etc.) and indirect (i.e., insurance, paper, and disposals, etc.) costs associated with the performance of the Agreement resulting from the award of this RFP. Any other supplemental pricing or supplemental information regarding the price proposal should be included in the submitted Price Proposal. This shall include, but not be limited to, number of meals per labor hour.

5.12. Schedule of Services

Proposals shall include the Proposer's planned schedule for preparation to take on said Services and those required upon official commencement of Services.

5.13. Alternative Proposals

Proposers are encouraged to review the scope of work created by the County and the various task requirements called for within the scope. If the Proposer believes that there are alternate methods for meeting any of the RFP requirements different than those envisioned by the County, the Proposer should detail these and submit them as a separate section within the Proposal.

6. SECTION 6 - Evaluation Criteria and Process

- 6.1.** A committee of County personnel will review and evaluate Proposals submitted in response to this RFP (“Evaluation Committee”). The proceedings of the Evaluation Committee are confidential. Members of the Evaluation Committee are not to be contacted by the Proposers. All communication between a Proposer and the County shall be through George M. Rodrigues, Director of Contracts & Procurement.
- 6.2.** Proposals will be evaluated against the following criteria using a pass/fail determination.

 - 6.2.1.** Financial stability of the Proposer (based on our examination of the required financial statements).
 - 6.2.2.** Compliance with the essential minimum experience and qualifications of the Proposer.
 - 6.2.3.** Compliance with the essential minimum experience and qualifications of the program team members.
 - 6.2.4.** Evidence of sufficient levels of insurance coverage.
- 6.3.** Proposals must pass this first-tier evaluation to move on to the second-tier evaluation described below.

 - 6.3.1.** Proposals will be evaluated against the following criteria using point-rated scoring:

 - 6.3.1.1.** Ability (Resource Commitment) – The Proposer’s ability to perform the required service expeditiously. The Proposer must have the resources to be capable of meeting the required program completion schedule.
 - 6.3.1.2.** Competence (Qualifications of Personnel) – The Proposer’s competence in performing the required Services as indicated by the training, education and experience of the personnel assigned to the program team. The Proposer must have in its possession all appropriate and required certifications, permits, and licenses.
 - 6.3.1.3.** Past Performance – The Proposer’s past performance on similar programs. If the County cannot verify references based on the information provided in the Proposal, the scoring for this criteria factor may be affected.
 - 6.3.1.4.** Quality and Feasibility (Technical & Organizational Approach) – The quality and feasibility of the Technical Proposal and the Proposer’s understanding of the program’s requirements and the overall goals and objectives of the program.

6.3.1.5. Proposal Content/Format – The Proposal’s compliance with the content and format requirements of the RFP.

6.3.1.6. Price.

ATTACHMENT A – PROPOSED FORM OF AGREEMENT AND GENERAL CONDITIONS

AGREEMENT

THIS AGREEMENT (“Agreement”) is entered into by and between the **County of Berks** with offices at Berks County Services Center, 633 Court Street, Reading, Pennsylvania, 19601 (hereinafter “County”) and **Vendor** with offices at [REDACTED] (hereinafter “Vendor”).

Background

The County desires to engage the Vendor for the provision of Dining Services Management in accordance with the requirements set forth in the County’s Request for Proposal #25-22-GR inclusive of all addendums (“RFP”), and Vendor’s Proposal thereto dated **Month Day, Year**, both of which are incorporated in this Agreement by reference.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. Definitions

Capitalized terms not defined herein shall have the meaning set forth in the RFP.

2. Engagement

Subject to the terms and conditions set forth in this Agreement, the County hereby engages the Vendor to perform the Services set forth in the RFP on behalf of the County consistent with the terms of this Agreement.

3. Term of Agreement

This Agreement shall be effective July 1, 2026 through June 30, 2028 unless terminated in accordance with the terms and conditions of this Agreement.

4. Scope of Work

The Services shall include, without limitation, Dining Services Management as per RFP #25-22-GR.

5. Time is of the Essence

Time is of the essence in the performance of this Agreement. The schedule for the performance of Services is identified in RFP #25-22-GR. If the completion of Services is delayed, the County reserves the right, without liability, and in addition to its other rights and remedies, to terminate this Agreement by notice, and to procure substitute Services from another vendor. The Vendor shall reimburse the County for the costs to procure substitute Services.

6. Fees

As set forth in Vendor’s Price Proposal dated _____, including the Best & Final Offer dated _____.

The Agreement resulting from the award of this RFP will be for a set fee amount and shall not exceed \$____ for [Services] during the term of July 1, 2026 to June 30, 2027.

The fee amount for subsequent contract years shall increase by two percent (2%) each year.

ATTACHMENT A – PROPOSED FORM OF AGREEMENT AND GENERAL CONDITIONS

7. Notices and Program Manager

All necessary coordination and communication required to carry out this Agreement, including meetings between the parties, as well as all written notices, shall be done through the individuals indicated below. Written notices shall be effective when delivered by hand, or if sent by registered or certified mail, or verified facsimile, or by confirmed courier to the address of each party indicated below.

	<i>County:</i>	<i>Vendor:</i>
Attention	Administrator, Berks Heim Nursing and Rehabilitation	
Address	1011 Berks Road Leesport, PA 19533	
Telephone	610-376-4841 ext. 7461	
Fax	610-376-4168	
Email	jgrove@berkspa.gov	

Written notices shall be copied to: County of Berks, Attn: Director of Contracts and Procurement, Berks County Services Center, 633 Court Street, 13th Floor, Reading, PA, 19601. Fax: 610-898-7443.

8. Invoicing / Payment

- 8.1. **Invoices must reference the above noted Agreement number.** Original invoices shall be submitted to: Berks Heim Nursing and Rehabilitation, Attn: Fiscal Manager, 1011 Berks Road, Leesport, PA, 19533.
- 8.2. Vendor must submit the invoice within ten (10) days of the close of the month in which Services were rendered.
- 8.3. Vendor may submit invoices no more than once per month for Services properly performed under this Agreement. No advance payments or billings are allowed. Payment by the County shall require the submittal of an itemized invoice, which shall include, but not be limited to, a description of the Services performed, the associated fee for each task, and the date(s) of performance for each task. The County shall render payment within forty-five (45) days of the County's receipt of a properly prepared invoice. Payment shall be considered made when the County mails the check. Undisputed amounts unpaid after thirty (30) days of the County's receipt of a properly prepared invoice shall bear interest at a rate of three percent (3%) per annum.

9. Insurance

- 9.1. The Vendor, at its sole expense, shall carry and maintain, in full force at all times during the term of this Agreement, the following insurance coverages:
 - 9.1.1. Comprehensive General Liability insurance covering bodily injury and property damage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate;
 - 9.1.2. Commercial Automobile Liability insurance with a combined single limit of not less than \$1,000,000;

ATTACHMENT A – PROPOSED FORM OF AGREEMENT AND GENERAL CONDITIONS

- 9.1.3. Professional Liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate;
- 9.1.4. Umbrella/Excess Liability insurance with limits of not less than \$2,000,000 per occurrence and \$2,000,000 aggregate; and
- 9.1.5. Worker's Compensation insurance in statutory limits; and Employer's Liability insurance with limits of not less than \$100,000 each accident, \$500,000 disease-policy limit, and \$100,000 disease-each employee.
- 9.1.6. Abuse and Molestation Liability insurance with a limit of not less than \$100,000.

9.2. Prior to the commencement of the performance of Services, Vendor shall furnish to the County a certificate of insurance evidencing all required coverage with at least the limits required herein, naming the County of Berks, its elected officials, agents, and employees as Additional Insured for "ongoing operations" and "products and completed operations" for a period of three (3) years after final payment under the Commercial General Liability Coverage. Coverage should be provided by ISO Endorsements CG20 10 04 13 and CG 20 37 04 13 or their equivalent. Vendor's Commercial General Liability and Umbrella/Excess Policy shall be Primary to and will not require contribution from any other insurance under which the Additional Insured is a Named Insured. To the fullest extent permitted by applicable state law, all policies shall contain a Waiver of Subrogation Clause. The County of Berks reserves the right to waive the waiver of subrogation for any and all worker's compensation policies that are provided under the State Worker's Insurance Fund (SWIF). The Certificate shall note the program and provide that no policies may be cancelled without thirty (30) days advance notice to the County. Such certificate shall be issued to: County of Berks, Attn: Contract Coordinator, 633 Court Street, 13th Floor Services Center, Reading, PA 19601. All insurance policies shall be in effect with companies holding an A.M. Best rating of "A-" or better or financial rating of IX or better with the A.M. Best's Company Key Rating, Guide Latest Edition and shall be licensed or authorized to do business in the Commonwealth of Pennsylvania. Such companies shall also be acceptable to the County. Said policies shall remain in full force and effect until the expiration of the terms of the Agreement or until completion of all duties to be performed hereunder by the Vendor, whichever shall occur later.

10. Precedence

Where a conflict exists between the RFP and the Vendor's Proposal, the Vendor shall provide the higher quality or quantity of Services except as specifically addressed in this Agreement. Where a conflict exists between these General Conditions and RFP or the Vendor's Proposal, the terms of these General Conditions shall prevail.

11. Availability of Appropriated Funds

The parties agree that any and all payments due from the County, as required under the terms of the Agreement, are contingent upon the availability of appropriated funds.

ATTACHMENT A – PROPOSED FORM OF AGREEMENT AND GENERAL CONDITIONS

12. Taxes

The County is exempt from all Federal excise and transportation taxes, and Pennsylvania sales and use tax. The County's registration number with the Internal Revenue Service is 23-6003049. No exemption certificates are required, and none will be issued. Nothing in this paragraph is meant to exempt the Vendor from the payment of any applicable sales tax or use tax required to be paid with respect to its purchase or use of tangible personal property used or transferred in connection with its performance of Service. Only the County is required by law to pay any excise tax and then seek a refund or credit, the Vendor may separately charge the County the amount of the tax as a reimbursable expense.

13. Ownership of Work Product

The County, its departments, employees, agents, or assigns shall have the unrestricted right and authority to reproduce, distribute and use in whole or in part any submitted report or written materials generated by the Vendor in the performance of this Agreement. The ownership and right of control of all reports, records, and supporting documents prepared in connection with the services contemplated herein shall vest exclusively with the County and shall remain, at all times, at the Vendor's Office, with a copy sent to the County, however, that Vendor shall have such right of access to such reports, records, and supporting documentation as necessary for the provision of professional services hereunder. The Vendor shall notify the County Point of Contact for this agreement, who then shall notify other affected County Officials, anytime the Vendor receives a request for County records.

14. Patents, Copyrights, Trademarks

Vendor warrants, represents and covenants that the Goods and the sale and use thereof do not infringe directly or indirectly any valid patent, copyright, property right or trademark and Vendor agrees, at its cost and expense, to indemnify and hold the County free and harmless from and against any and all costs, expense, liabilities or damages, including attorneys' fees, arising out of alleged or actual patent, copyright, property right, trademark or trade secret infringement resulting from the sale or use of deliverables provided in the performance of Services.

15. Records, Audit, and Inspection

15.1. Vendor shall maintain such records as may be necessary to adequately reflect the accuracy of Vendor's charges and invoices for reimbursement under this Agreement and such other additional records as the County may reasonably require in connection with this Agreement. Vendor shall preserve such records in accordance with statutory requirements, but in no case for less than three (3) years after the date of final payment, without additional reimbursement or compensation therefor. The County and its duly authorized representatives shall have the right, from time to time, and upon reasonable notice, to audit, inspect and verify the records kept by Vendor in connection with this Agreement. The County and its duly authorized representatives shall have the right to visit, observe, audit, and inspect, during the Vendor's normal business hours, Vendor's production and related facilities utilized to perform its obligations under this Agreement.

15.2. Monitoring

15.2.1. Vendor shall make available to County during the term of this Agreement all pertinent financial, program, administrative and personnel records, reports, documents, and files related directly or indirectly to Vendor's activities under and compliance with this Agreement.

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16. Warranty

Vendor warrants to the County that all Services shall be done in a skilled manner and shall comply with industry standards. Vendor shall promptly re-perform Services, after receiving notification from the County of defects or nonconformance.

17. Indemnity

Vendor agrees to indemnify and hold harmless the County, its elected officials, employees and agents from and against any and all liability, damages, claims, suits, liens, and judgments (including reasonable attorney's fees), of whatever nature, for injuries to or death of any person or persons, or loss of or damage to property, to the extent attributable to the negligent acts or omissions or willful misconduct of Vendor or its subcontractors or any of their respective agents, servants, or employees or Vendors' failure to perform in accordance with the provisions of this Agreement.

18. Force Majeure

Neither party shall be liable for any failure or delay in its performance resulting from any reasonably foreseeable cause beyond its reasonable control including, but not limited to, acts of God; acts or omissions of civil or military authority; fires, floods; unusually severe weather; strikes or other labor disputes; embargoes; wars; political strife; riots; delays in transportation; sabotage; or fuel, power, material or labor shortages, provided that the affected party notifies the other party, in writing, within forty-eight (48) hours subsequent to the commencement of an occurrence of force majeure.

19. Additional Services

In the event the Vendor determines that any alteration, modification or addition to the Services is necessary (“Additional Services”), the Vendor shall submit a proposal to the County setting forth in reasonable detail the scope of such Additional Services, the estimated time and price of performing the Additional Services and any potential impact on the then-existing Services and any fees related thereto. The Vendor shall obtain the prior written approval from the County before performing any Additional Services. The Vendor shall not be entitled to additional compensation for any work or materials associated with Additional Services unless it received such approval. If approved by the County, the Vendor shall perform or cause to be performed such Additional Services in accordance with the terms of this Agreement.

20. Termination for Convenience

The County reserves the right, at any time and for its convenience, to terminate this Agreement in whole or in any separable part by written notice to Vendor. Such notice shall be provided at least thirty (30) days prior to the intended termination date. Vendor shall be compensated for Services performed in accordance with the provisions of this Agreement up to the effective date of termination, less any payments previously made by the County for such Services, but in no event shall Vendor be entitled to recover lost or expected profit or termination expenses.

21. Termination for Cause

- 21.1. In the event that either the Vendor or the County defaults in the performance of any obligation specified herein, the non-defaulting party shall notify the other party in writing and may suspend the Agreement, in whole or in part, pending remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice, or if the other party is diligently attempting to cure such default but is unable to cure such default

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within thirty (30) days from the date of receipt of such notice, then the non-defaulting party shall have the right to terminate the Agreement immediately by providing written notice of termination to the other party.

- 21.2. In the event of such notice of breach, and a failure to cure same, all finished or unfinished documents, dates of studies and reports prepared by Vendor shall at the option of the County become its property and Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents through the date of termination.
- 21.3. Notwithstanding the above, Vendor shall not be relieved of any liability to the County for damages sustained by the County by virtue of any breach of the Agreement by Vendor. The County may withhold any payments to Vendor for the purpose of set off until such time as the exact amount of damage due the County from Vendor is determined.
- 21.4. In the event that a Vendor's agreement is terminated, whether for cause or through nonrenewal, and a new Vendor is awarded the agreement, the existing Vendor must participate in a plan of transition as developed by County. This plan may include a gradual transfer of consumers to the new agency prior to the end of the existing Vendor's agreement period.
- 21.5. Existing Vendors are prohibited from communicating with consumers regarding changes in Vendor agencies. County will notify all consumers in writing regarding the change in service Vendor.
- 21.6. If this Agreement is only terminated by County in part, Vendor shall continue performance of this Agreement to the extent not terminated, provided, however, that said continuation by Vendor shall take place only after County's evaluation of any and all surrounding circumstances.
- 21.7. After the effective date of any termination by County and except as otherwise stated by County, Vendor shall:
 - 21.7.1. Stop work under this Agreement to the extent specified in such termination notice.
 - 21.7.2. Place no further orders and/or agreements for materials, services and/or facilities except as may be necessary for completion of any such portion of work under this Agreement that is not subject to termination.
 - 21.7.3. Terminate any and all orders and/or contracted work to the extent that relates to the performance of any work terminated.
 - 21.7.4. Settle any and all outstanding liabilities and any and all claims arising out of any such termination of orders and/or agreements, to the extent County may require, and/or upon County's written approval of any such settlement.
 - 21.7.5. Return to County any and all funds received not expended for any services and/or materials pursuant to this Agreement.

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- 21.8. The remedies set forth above shall be cumulative and shall be in addition to any and all other rights and remedies otherwise available to the County at law or in equity.
- 21.9. If, during the term of this Agreement, Vendor shall be adjudged bankrupt, make a general assignment for the benefit of its creditors, or become insolvent, Vendor shall give the County written notice of such occurrence as soon as is legally permissible. If such occurrence or proposed occurrence is unacceptable to the County, the County may terminate this Agreement immediately upon written notice thereof to Vendor.
- 21.10. If the County terminates this Agreement for cause, in whole or in part, the County may acquire, correct, or replace Services similar to those terminated, by contract or otherwise, and the Vendor shall reimburse the County for any costs incurred by the County thereby, or an equitable reduction to the Vendor's compensation shall be made.

22. Claims for Consequential and/or Incidental Damages

The Vendor waives claims against the County for lost or expected profits, consequential damages and/or incidental damages arising out of or relating to this Agreement.

23. Release of Liens

Before any payment hereunder shall become due, the County, at its option, may require Vendor to furnish reasonable evidence of the payment of all subcontractor accounts for labor and materials pertaining to Vendor's performance hereunder. Prior to payment, the County reserves the right to require Vendor to furnish the County with a full and complete release of liens from all persons furnishing labor and materials toward the performance hereof, and in any event, Vendor agrees to indemnify and hold harmless the County, its officials, employees and agents from and against any and all liens and encumbrances arising out of Vendor's performance of this Agreement.

24. Assignment

Vendor shall not assign this Agreement in whole or in part nor delegate any duties, without the prior written consent of the County. Such consent shall not be unreasonably withheld. Any assignment consented to by the County shall be evidenced by a written assignment agreement executed by the Vendor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the original Agreement and to assume the duties, obligations, and responsibilities being assigned.

25. Publicity

Neither Vendor nor any tier subcontractor shall use the name of the County or quote the opinion of any County employee in any advertising, publicity, endorsement or testimonial, without the prior written approval of the County.

26. Compliance with Laws

In the performance of this Agreement, Vendor shall comply with all applicable laws, ordinances, rules, and regulations of governmental authorities. Vendor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations. Vendor shall give required notices, and secure and pay for any permits, licenses, and easements required for performance of services. The Vendor shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the Services.

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27. Health and Safety

The Vendor shall, at all times, control the health, safety and welfare of its employees and subcontractors. Vendor shall:

- 27.1. comply with all federal, state, and local regulations, as well as all safety information and instructions as may be set forth in writing or otherwise provided by the County;
- 27.2. promptly report to the County all incidents with potentially adverse safety, health, or environmental implications, including slips, falls, equipment malfunctions, fume releases and any situation requiring first-aid or medical observations or treatment;
- 27.3. promptly report to the County all cases Vendor determines to be recordable on the OSHA 300 log or its equivalent and upon request, provide the County with a copy of the OSHA 300 log and all supporting forms;
- 27.4. properly maintain, inspect, and supervise its designated work area and roadways to keep them in reasonably safe condition;
- 27.5. supply the applicable Material Safety Data Sheet (MSDS) on all products supplied to the County or used on County property;
- 27.6. use, handle, store and dispose of any hazardous materials or waste while on the County's property in strict compliance with applicable laws and as instructed in the Material Safety Data Sheet(s); and
- 27.7. keep the County's property free of waste as the work progresses and, on completion of such activities, leave the site "broom clean" and tools, equipment and materials furnished shall be so placed and maintained as to permit unobstructed access to the work and to minimize exposure to personal injury or fire loss in a location approved by the County. The County may remove waste or store Vendor's tools, equipment, and materials if Vendor fails to properly do so and the Vendor shall reimburse the County for any costs incurred, including charges for employee time, within seven (7) days of demand.

28. Equal Employment Opportunity

- 28.1. In accordance with (2 CFR § 200.326), Appendix II, the Vendor shall comply to the applicable provision in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 28.2. During the performance of the Agreement, the Vendor shall not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination;

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rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this paragraph.

- 28.3. Vendor shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, handicap, ancestry, national origin, age, or sex.
- 28.4. Vendor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other Contracts or understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Vendor.
- 28.5. It shall be no defense to a finding of noncompliance with this non-discrimination clause that Vendor had delegated some to its employment practices to any union, training program, or other source of recruitment that prevents it from meeting its obligations. However, if the evidence indicates that the Vendor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
- 28.6. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that Vendor will be unable to meet its obligations under this non-discrimination clause, Vendor shall then employ and fill vacancies through other non-discriminatory employment procedures.
- 28.7. Vendor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Vendor's noncompliance with the non-discrimination clause of this Agreement or with any such laws, this Agreement may be terminated or suspended, in whole or in part, and Vendor may be declared temporarily ineligible for further Agreements, and other sanctions may be imposed and remedies invoked.
- 28.8. Vendor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the contracting agency for purposes of investigation to ascertain compliance with the provisions of this clause. If Vendor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency.
- 28.9. Vendor shall include the provisions of this non-discrimination clause in every Agreement, so that such provisions will be binding upon each subcontractor.
- 28.10. Vendor obligations under this clause are limited to the Vendor's facilities within Pennsylvania or, where the Agreement is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

29. Independent Contractor

The employees, subcontractors, methods, facilities, and equipment used by Vendor shall be at all times under Vendor's direction and control. Vendor's relationship to the County under this Agreement shall be that of an independent contractor, and nothing in this Agreement shall be construed to constitute Vendor,

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its subcontractors or any of their employees as an employee, agent, associate, joint venturer, or partner of the County.

30. Employees of Vendor

- 30.1. Vendor agrees that each of its employees will be properly qualified and will use reasonable care in the performance of services while on County property. If the County, in the County's sole opinion, determines, for any reason, that the qualifications, actions or conduct of any particular Vendor employee is inconsistent with Vendor's obligations under this Agreement by performing unsatisfactory services, interfering with the operation of the County's facilities, bothering or annoying any occupants, visitors, or other vendors then at facility, or that such actions or conduct is otherwise detrimental to the County, then upon the County's written notice, Vendor shall immediately provide a qualified replacement.
- 30.2. Vendor shall advise its employees and the employees of its subcontractors and agents that:
 - 30.2.1. It is the policy of the County of Berks to provide a drug-free work environment. To that end the County prohibits the consumption of alcohol or illegal use, possession, sale, manufacture, dispensing, and distribution of drugs or other controlled substances while performing Services or on County property on the work site, and prohibits in the workplace the presence of an individual with such substances in the body for non-medical reasons.

Any employee of Vendor who is found in violation of the policy may be removed or barred from the work site at the discretion of the County.

31. Governing Law and Jurisdiction

This Agreement shall be interpreted under the substantive law of the Commonwealth of Pennsylvania, without giving effect to its principles of conflicts of law. EACH PARTY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE COURT OF COMMON PLEAS OF BERKS COUNTY, COMMONWEALTH OF PENNSYLVANIA, AND IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS BETWEEN THE PARTIES, INCLUDING, BUT NOT LIMITED TO, THOSE ACTIONS OR PROCEEDINGS RELATING TO THIS AGREEMENT, SHALL BE LITIGATED IN SUCH COURT.

32. Subcontractors

- 32.1. If subcontractors are permitted by the RFP, the Vendor shall only use such subcontractors identified in its Proposal. The substitution of one subcontractor for another may be made only with the prior written approval of the County. Such approval shall not be unreasonably withheld.
- 32.2. Notwithstanding the foregoing, the Vendor shall not subcontract with or employ any entity or individual who is currently suspended or debarred by the Commonwealth of Pennsylvania or federal government during the term of this Agreement or any extensions or renewals thereof. The County shall have the right to require the Vendor to terminate such subcontracts or employment at no cost to the County. The Vendor agrees to reimburse the County for costs

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and expenses incurred due to the Vendor's noncompliance with the terms of this certification requirement. For further details regarding debarment refer to Clause 46.

33. Severability

The provisions of this Agreement shall be deemed to be severable. Consequently, in the event that any provision of this Agreement is found to be void or unenforceable, such findings shall not be construed to render any other provision of this Agreement either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are void or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either party.

34. Reservation of Rights

Either party's waiver of any of its remedies afforded hereunder or by law is without prejudice and shall not operate to waive any other remedies which such party shall have available to it, nor shall such waiver operate to waive such party's rights to any remedies for future breach, whether of a like or different character. Furthermore, any termination or assignment of this Agreement shall not relieve or release either party hereto from any rights, liabilities, or obligations which it has accrued under law or under the terms of this Agreement prior to the date of such termination or assignment.

35. Funds from Private Sources

Not Applicable – Intentionally Omitted

36. Special Efforts in Employment

Not Applicable – Intentionally Omitted

37. Regulations

This Agreement is subject to the provisions set forth in the following regulations: 28 Code of Federal Regulations Part 38, 45 Code of Federal Regulations Part 75 and 2 CFR 200 “Uniform Administrative Requirements, Cost principles and Audit Requirements for Federal Awards”; 45 Code of Federal Regulations Part 81 – Practice and Procedure for Hearings under Part 80 of this Title; and 45 Code of Federal Regulations Part 90 – Nondiscrimination of the Basis of Age.

- 37.1. In carrying out this Agreement, the Vendor and any subcontractors shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations. (Clean Streams Law, Act of June 22, 1937, P.L. 1987, as amended, the Pennsylvania Solid Waste Management Act, Act of July 7, 1980, P.L. 380, as amended and the Water Obstructions Act, Act of June 25, 1913, P.L. 555, as amended.)
- 37.2. Services shall be provided in compliance with 25 Pa. Code 151 et seq., relating to Environmental Health and Safety regulations for food protection, and 34 Pa. Code 50.1 et seq., relating to Fire and Panic regulations.
- 37.3. The Vendor agrees to comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act, the Flood Disaster Protection Act, and the Commonwealth Motor Vehicle Procurement Act. When applicable, the Vendor agrees to comply with the provisions of the National Historic Preservation Act, Executive Order 11593 and the Archaeological and Historic Preservation Act.

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- 37.4. The Vendor agrees to fully comply with the Integrity Provisions set forth below and any changes or modification made thereto.
- 37.5. The Vendor agrees to comply with the provisions of the Older Americans Act, as amended Section 312 and 321(b), Protecting Federal Reversionary Interest in Multipurpose Senior Centers.
- 37.6. The Vendor agrees to comply with the provisions of the Drug-Free Workplace Act of 1998 in 41 U.S.C. Chapter 10, s. 701, et seq.
- 37.7. The Vendor agrees to comply with and is subject to all applicable provisions of 41 U.S.C. 4172, including prohibitions on reprisal and notice to employees.
- 37.8. All claims against the County respecting any matter pertaining to this Agreement or any part thereof shall be referred to the Board of Claims (under the Act of May 20, 1937, P.L. 728, as amended).
- 37.9. The Vendor agrees to comply with 28 CFR Part 38, “Partnerships with Faith Based and Other Neighborhood Organizations.”
- 37.10. Pursuant to Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving,” 74 Fed. Reg 51225. The County encourages Vendor to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this contract and to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes cause by distracted drivers.
- 37.11. In the performance of this Agreement, Vendor shall comply with all applicable laws, ordinances, rules, and regulations of governmental authorities. Vendor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations. Vendor shall give required notices, and secure and pay for any permits, licenses, and easements required for performance of services. The Vendor shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the Services.
- 37.12. In accordance with 2 CFR Part 200, Section 200.318, Vendor attests to the following:
 - 37.12.1. That no employee, officer, or agent of the Vendor that participates in the selection, award, or administration of this contract has a real or apparent conflict of interest. Such a conflict of interest would arise when an employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
 - 37.12.2. The officers, employees, and agents of the Vendor may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontractors.

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37.12.3. The Vendor's standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity/County.

37.13. In accordance with (2 CFR § 200.326), Appendix II, the Vendor shall comply to the applicable provisions as follows:

37.13.1. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)
Not Applicable – Intentionally Omitted

37.13.2. Copeland “Anti-Kickback” Act (40 U.S.C. 3145)
Not Applicable – Intentionally Omitted

37.13.3. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)
Not Applicable – Intentionally Omitted

37.13.4. Rights to Inventions Made Under a Contract or Agreement which shall be applicable for federal funding streams that meet the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

37.13.5. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.

37.13.5.1. Applicable for contracts and subgrants of amounts in excess of \$150,000. Vendor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

37.13.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

37.13.6.1. Vendors with an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other

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award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

37.13.7. Procurement of Recovered Materials - §200.322

37.13.7.1. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

38. Grievance Procedure

Not Applicable – Intentionally Omitted

39. Notice Required

All notices, informational pamphlets, press releases, research reports, and similar public notices prepared and released by the Vendor shall be pre-approved by the County and include the statement, "This program is funded, in part, under an Agreement with money allocated by the Berks County Commissioners.

40. Budget Flexibility

Not Applicable – Intentionally Omitted

41. Earnings of Funds

41.1. Receipt of funds from County, by advance or reimbursement, does not constitute earnings of funds; funds are earned only when an allowable cost is incurred. Any unearned funds paid to Vendor shall be repaid by check to County no later than thirty (30) days after notification by County that said funds are due and owing.

41.2. Should the "County" determine that there are accruals (under spending) in the contract, the "entity" shall have the right to reduce the contract by the accrual amount, with 30 days written notice to the Vendor. Vendor has the right to request a meeting within the 30-day period to review the accrual calculation and present information to amend the accrual amount. This right to reduce shall only be utilized by the "entity" when accruals are present and not as a means to modify the scope or term of the contract.

42. Program-Budget Changes

Not Applicable – Intentionally Omitted

43. Eligibility Determination

Not Applicable – Intentionally Omitted

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44. Claims Against the County

Not Applicable – Intentionally Omitted

45. Integrity Provisions

- 45.1. It is essential that those who seek to contract with the County observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the County procurement process.
- 45.2. In furtherance of this policy, Vendor agrees to the following:
 - 45.2.1. Vendor shall maintain the highest standards of honesty and integrity during the performance of this Agreement and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations or other requirements applicable to Vendor or that governs contracting with the County and Commonwealth.
 - 45.2.2. Vendor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Vendor employee activity with the County and Commonwealth; County and Commonwealth employees, and which is distributed and made known to all Vendor employees.
 - 45.2.3. Vendor, its affiliates, agents and employees shall not influence, or attempt to influence any County or Commonwealth employee to breach the standards of ethical conduct for County or Commonwealth employees set forth in the *Public Official and Employees Ethics Act*, 65 Pa.C.S. §§1101 *et seq.*; the *State Adverse Interest Act*, 71 P.S. §776.1 *et seq.*; and the *Governor's Code of Conduct, Executive Order 1980-18*, 4 Pa. Code §7.151 *et seq.*, or to breach any other state or federal law or regulation.
 - 45.2.4. Vendor, its affiliates, agents and employees shall not offer, give or agree or promise to give any gratuity to a County and/or Commonwealth official or employee or to any other person at the direction or request of any County and/or Commonwealth official or employee.
 - 45.2.5. Vendor, its affiliates, agents and employees shall not offer, give or agree or promise to give any gratuity to a County official or employee or to any other person, the acceptance of which would violate the *Governor's Code of Conduct, Executive Order 1980-18*, 4 Pa. Code §7.151 *et seq.* or any statute, regulation, statement of policy, management directive or any other published standard of the County and Commonwealth.
 - 45.2.6. Vendor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any County or Commonwealth official or employee.

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- 45.2.7. Vendor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the agreement, except as provided in the Agreement.
- 45.2.8. Vendor shall not have a financial interest in any other provider, subcontractor or supplier providing services, labor or material on this program, unless the financial interest is disclosed to the County in writing and the County consents to Vendor's financial interest prior to County execution of the agreement. Vendor shall disclose the financial interest to the County at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Vendor's submission of the agreement signed by Vendor.
- 45.2.9. Vendor must promptly refer to the Department of Justice Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor subcontractor or other person has, in connection with funds under this award (1) submitted a claim that violates the False Claims Act or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct. Potential fraud, waste, abuse or misconduct involving or relating to funds under this contract should be reported to the OIG by (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) email to oig.hotline@usdoj.gov and/or (3) the DOJ OIG hotline: at (800) 869-4499 (phone) or (202) 616-9881. Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.

Link above is provided for your reference and is subject to change. It shall be the responsibility of the Vendor to determine and utilize the appropriate site for said database.

- 45.2.10. Restrictions and certifications regarding non-disclosure agreements and related matters.

- 45.2.10.1. Vendor shall not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts or purports to prohibit or restrict the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of federal department or agency authorized to receive such information.
- 45.2.10.2. The foregoing is not intended, and shall not be understood by, to contravene requirements applicable to Standard Form 312 (which relates to classified information). Form 4414 (which relates to sensitive compartmentalized information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.
- 45.2.10.3. In accepting this Agreement, the Vendor
 - 45.2.10.3.1. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict)

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employees or contractors from reporting waste, fraud, or abuse as described above; and

- 45.2.10.3.2. certifies that if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency whom has awarded these grant funds and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
- 45.2.10.4. If the Vendor does or is authorized to make subawards (“subgrants”), or engage a procurement contractor to perform services under this Agreement:
 - 45.2.10.4.1. it represents that
 - 45.2.10.4.1.1. it has determined that no other entity that the Vendor’s application proposes may or will receive award funds (whether through a subaward (“subgrant”), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - 45.2.10.4.2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - 45.2.10.4.3. it certifies that if it learns or is notified that any subrecipient contractor or subcontractor entity that receives funds under this agreement is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, the County, will immediately stop any further obligations of agreement funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
 - 45.2.11. Vendor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data or records provided to, or prepared by, Vendor under this agreement without the prior written approval of the County, except as required by the *Pennsylvania Right-to-Know Law*, 65 P.S. §§67.101-3104, or other applicable law or as otherwise provided in this Agreement. Any information, documents, reports, data, or records secured by Vendor from the County or a third party in connection with the performance of this agreement shall be kept confidential unless disclosure of such information is:

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- 45.2.11.1. Approved in writing by the County prior to its disclosure; or
- 45.2.11.2. Directed by a court or other tribunal of competent jurisdiction unless the agreement requires prior County approval; or
- 45.2.11.3. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
- 45.2.11.4. Necessary for purposes of Vendor's internal assessment and review; or
- 45.2.11.5. Deemed necessary by Vendor in any action to enforce the provisions of this Agreement or to defend or prosecute claims by or against parties other than the County; or
- 45.2.11.6. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain; or
- 45.2.11.7. Otherwise required by law.

- 45.2.12. Vendor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the County agency granting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:
 - 45.2.12.1. Commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements or receiving stolen property.
 - 45.2.12.2. Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Vendor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual of entity associated with:
 - 45.2.12.2.1. Obtaining;
 - 45.2.12.2.2. Attempting to obtain; or
 - 45.2.12.2.3. Performing a public grant or subgrant
Vendor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval, or acquiescence.
 - 45.2.12.3. Violation of federal or state antitrust statutes.
 - 45.2.12.4. Violation of any federal or state law regulating campaign contributions.

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- 45.2.12.5. Violation of any federal or state environmental law.
- 45.2.12.6. Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
- 45.2.12.7. Violation of the *Act of June 2, 1915 (P.L. 736, No. 338)*, known as the *Workers' Compensation Act*, 77 P.S. 1 et seq.
- 45.2.12.8. Violation of any federal and state law prohibiting discrimination in employment, including but not limited to 28 FR Part 42.
- 45.2.12.9. Debarment by any agency or department of the federal government or by any other state.
- 45.2.12.10. Any other crime involving moral turpitude or business honesty or integrity.

Vendor acknowledges that the County may, in its sole discretion, terminate the agreement for cause upon such notification or when the County otherwise learns that Vendor has been officially notified, charged, or convicted.

- 45.2.13. If this Agreement was awarded to Vendor on a non-bid basis, Vendor must, (as required by *Section 1641* of the *Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Vendor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:
 - 45.2.13.1. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed as aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.
 - 45.2.13.2. To obtain a copy of the report form, Vendor shall contact the Bureau of Commissioners, Elections and Legislation, Division of Campaign Finance and Lobby Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.
- 45.2.14. Vendor shall comply with requirements of the *Lobbying Disclosure Act*, 65 Pa.C.S. § 13A01 et seq., and the regulations promulgated pursuant to that law. Vendor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Vendor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Vendor's behalf, no matter the procurement stage, are not exempt and must be reported.
- 45.2.15. When Vendor has reason to believe that any breach of ethical standards as set forth in law, the Governor's code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if

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acted upon, would violate such ethical standards, Vendor shall immediately notify the Commonwealth granting officer or Commonwealth Inspector General in writing.

- 45.2.16. Vendor, by submission of its bid or proposal and/or execution of this agreement by the submission of any bills, invoices or requests for payment pursuant to the grant, certifies and represents that it has not violated any of these integrity provisions in connection with the submission of the bid or proposal, during any agreement negotiations or during the term of the Agreement.
- 45.2.17. Vendor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Vendor non-compliance with these provisions. Vendor agrees to make identified Vendor employees available for interviews at reasonable times and places. Vendor, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Vendor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Vendor's business or financial records, documents or files of any type or form that refers to or concern this Agreement.
- 45.2.18. For violation of any of these Integrity Provisions, the County may terminate that and any other agreement with Vendor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another Vendor to complete performance under this Agreement, and debar and suspend Vendor from doing business with the County. These rights and remedies are cumulative, and the use or non-use of anyone shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation or otherwise.
- 45.2.19. For purposes of these Integrity Provisions, the following terms shall have the meanings found in this Clause 45.
 - 45.2.19.1. “Confidential information” means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Vendor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through an act or omission of Vendor; or e) has not been independently developed by Vendor without the use of confidential information of the County or Commonwealth.
 - 45.2.19.2. “Consent” means written permission signed by a duly authorized officer or employee of the County or Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or grantual terms, the County or Commonwealth shall be deemed to have consented by virtue of execution of this Agreement.

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45.2.19.3. “Vendor” means the individual or entity that has entered into this Agreement with the County, including those directors, officers, partners, managers, and owners having more than a five percent interest in Vendor.

45.2.19.4. “Financial interest” means:

- 45.2.19.4.1. Ownership of more than a five percent interest in any business; or
- 45.2.19.4.2. Holding a position as an officer, director, trustee, partner, employee or holding any position of management.

45.2.19.5. “Gratuity” means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment or grants of any kind. The exceptions set forth in the Governor’s Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.

45.2.19.6. “Immediate family” means a spouse and any unemancipated child.

45.2.19.7. “Non-bid basis” means a grant awarded or executed by the County with Vendor without seeking bids or proposals from any other potential bidder or offeror.

45.2.19.8. “Political contribution” means any payment, gift, subscription, assessment, grant, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

46. Debarment/Tax Liabilities

46.1. For the purpose of these provisions, the term vendor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, provider, or subcontractor, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant or subgrant with the County, or with a person under contract, subcontract, grant, or subgrant with the County or its state-affiliated entities, and state-related institutions. The term vendor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the County.

46.1.1. The Vendor must certify, in writing, for itself and all its subcontractors, that as of the date of its execution of any County contract, that neither the Vendor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Vendor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.

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- 46.1.1.1. The Vendor must also certify, in writing, that as of the date of its execution, of any County contract it has no tax liabilities or other County or Commonwealth obligations.
- 46.1.1.2. The Vendor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Vendor shall have an obligation to inform the contracting agency if, at any time during the term of the contract, it becomes delinquent in the payment of taxes, or other County or Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- 46.1.2. The failure of the Vendor to notify the contracting agency of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the contract with the County.
- 46.1.3. The Vendor agrees to reimburse the County and or Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Vendor's compliance with the terms of this or any other agreement between the Vendor and the County, which results in the suspension or debarment of the Vendor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Vendor shall not be responsible for investigative costs for investigations that do not result in the Vendor's suspension or debarment.
- 46.1.4. Vendor is required to screen their employees and contractors, both individuals and entities, to determine if they have been excluded from participation in Medicare, Medicaid, or any other federal health care program. Vendor will immediately notify County of any discovered exclusion of an employee or contractor, either an individual or entity.
- 46.1.5. All employees, vendors, contractors, service providers, and referral sources should be screened for exclusion before employing and/or contracting with them and, if hired, should be rescreened on an ongoing monthly basis to capture exclusions and reinstatements that have occurred since the last search.
- 46.1.6. Vendor will develop and maintain auditable documentation of screening efforts, including dates the screenings were performed and the source data checked and its date of more recent update; and periodically conduct self-audits to determine compliance with this requirement.
- 46.1.7. Vendor will use the following databases to determine exclusion status:
 - 46.1.7.1. *Pennsylvania Medicheck List*: a data base maintained by the Pennsylvania Department of Human Services (“DHS”) that identifies providers, individuals, and other entities that are precluded from participation in Pennsylvania’s MA Program:

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<https://www.humanservices.state.pa.us/Medchk/MedchkSearch/Index>

Link above is provided for your reference and is subject to change. It shall be the responsibility of the Vendor to determine and utilize the appropriate site for said database.

If an individual's resume indicates that he/she has worked in another state, providers should also check that state's individual list.

46.1.7.2. *List of Excluded Individuals/Entities (LEIE)*: data base maintained by HHS-OIG that identifies individuals or entities that have been excluded nationwide from participation in any federal health care program. An individual or entity included on the LEIE is ineligible to participate, either directly or indirectly, in the MA Program. Although the DHS makes best efforts to include on the Medicheck List all federally excluded individuals/entities that practice in Pennsylvania, providers must also use the LEIE to ensure that the individual/entity is eligible to participate in the MA Program:

https://oig.hhs.gov/exclusions/exclusions_list.asp

Link above is provided for your reference and is subject to change. It shall be the responsibility of the Vendor to determine and utilize the appropriate site for said database.

46.1.7.3. Excluded Parties List System (EPLS): worldwide database maintained by the General Services Administration (GSA) that provides information about parties that are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits:

<https://www.sam.gov/>

Link above is provided for your reference and is subject to change. It shall be the responsibility of the Vendor to determine and utilize the appropriate site for said database.

46.1.7.4. Vendor shall immediately self-report any discovered exclusion of an employee or contractor, either an individual or an entity, to the Bureau of Program Integrity either:

46.1.7.4.1. Via e-mail through the MA Provider Compliance form at the following link:

<https://expressforms.pa.gov/apps/pa/DHS/MA-Provider-Compliance-Hotline>

46.1.7.4.2. By U.S. mail at the following address:

Department of Human Services
Office of Administration

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Bureau of Program Integrity
Commonwealth of Pennsylvania
P.O. Box 2675
Harrisburg, PA 17105-2675

- 46.1.7.4.3. By fax at: 1-717-772-4655 or 1-717-772-4638.
- 46.1.7.4.4. Vendor shall copy the County on any notice given to the Bureau of Program Integrity in the manner and at the address provided for giving notices to the County in this Agreement.
- 46.1.7.5. Vendor shall develop and maintain auditable documentation of screening efforts, including dates the screenings were performed and the source data checked and its date of most recent update.
- 46.1.7.6. Vendor shall periodically conduct self-audits to determine compliance with this requirement.
- 46.1.7.7. Vendor shall provide evidence of compliance with these requirements to the County within ten (10) days following a request by the County.
- 46.1.7.8. The Vendor may obtain a current list of suspended and debarred Commonwealth providers by accessing:
 - 46.1.7.8.1. The Commonwealth of Pennsylvania - Debarment and Suspension List online at the website below:
<https://www.dgs.internet.state.pa.us/debarmentsearch/debarment/index>
or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: 717-783-6472
Fax No: 717-787-9138
 - 46.1.7.8.2. The Worker Protection and Labor Law Non-Compliance List online at the website below:
<https://www.dli.pa.gov/Pages/Non-Compliance-List.aspx>
- 46.1.7.9. It shall be the responsibility of the Vendor to determine and utilize the appropriate site for said database.

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47. Examination of Records

- 47.1. Vendor shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred for the performance of this Agreement. The foregoing constitutes "records" for the purpose of this section. Vendor agrees that a program and facilities review, including meetings with consumers, review of service records, review of service policy and procedural issuances, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services may be conducted at any reasonable time by State and Federal personnel and other persons duly authorized by the Area Agency. If Vendor is not a public body, Vendor agrees to maintain books, records, documents, and other evidence and accounting procedures and practices which comply with the nationally accepted Uniform Standards of Accounting and Financial Reporting for Voluntary Health and Welfare Organizations, as published by the National Health Council and the National Social Welfare Assembly, 1964.
- 47.2. Vendor facilities or such part thereof as may be utilized in the performance of this Agreement and Vendor's records shall be subject at all reasonable times to inspection and audit by the Commonwealth and Federal auditors and other persons duly authorized by the Area Agency.
- 47.3. Vendor agrees that until the expiration of five years after final payment under this Agreement, Federal and Commonwealth auditors and other persons duly authorized by the Area Agency shall have access to and the right to examine any records of the Vendor involving transactions related to this Agreement. Vendor may, in fulfillment of Vendor's obligation to retain Vendor's records, substitute photographs, microphotographs, or other authentic reproductions of such records after the expiration of two years following the last date of reimbursement to the Vendor.
- 47.4. Vendor agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal statistical reports at time prescribed by, and on forms furnished by the Area Agency.
- 47.5. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of four years from the date of any resulting final settlement. In addition, records which relate to litigations or the settlement of claims arising out of the performance of this Agreement, or costs and expenses of this Agreement as to which exception has been taken by the Auditors, shall be retained by the Vendor until such litigations, claims, or exceptions have been disposed of.
- 47.6. During the period of this Agreement, all information obtained by the Vendor shall be made available to the Area Agency immediately upon demand.

48. Progress Reports

- 48.1. The Vendor and its subcontractors shall furnish to the County such progress and periodic reports in such form and quantity as the County may from time to time require, including but not limited to, status reports of the program, proposed budgets, invoices, copies of all contracts executed and proposed and any and all other information relative to the program as may be requested.

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48.2. In the event that the County determines that the Vendor or its subcontractors have not furnished such reports as required by the County, the County, by giving written notice to the Vendor, may suspend payments under this Agreement, until such time as the required reports are submitted.

49. Rights In Data: Copyrights and Disclosure

49.1. **Definition:** The term "data" as used herein, includes written reports, drawings, studies, computer programs, and work of any similar nature that is required to be delivered under this Agreement. It does not include Vendor's financial reports or other information incidental to Agreement's administration.

49.2. **Rights in Data:** Data submitted to and accepted by the County under this Agreement shall be the property of the County and it shall have full right to use such data for any official purpose in whatever manner deemed desirable and appropriate. Such use shall be without any additional payment to or approval by the Vendor.

49.3. **Copyrights:** Vendor relinquishes any and all copyrights and/or privileges to data developed under this Agreement. Vendor shall not include in the data any copyrighted matter without the written approval of the County unless Vendor provides the County with written permission of the copyright owner for the County to use such copyrighted matter in a manner provided herein. Vendor shall exert all reasonable effort to advise the County, at the time of delivery of data furnished under this Agreement, of all invasions of the right to privacy contained therein. The Vendor shall defend any suit or proceeding brought against the County on account of any alleged infringement of any copyright arising out of the performance of this Agreement, including all work, services, materials, reports, studies, and computer programs provided by the Vendor. This is upon the condition that the County shall provide prompt notification in writing of such suit or proceedings, full right, authorization, and opportunity to conduct the defense thereof, and full information and all reasonable cooperation for the defense of the same. As principles of governmental or public law are involved, the County may participate in the defense of any such action. The Vendor shall pay all damages and costs awarded therein against the County. If information and assistance are furnished by the County at Vendor's written request, it shall be at the Vendor's expense, but the responsibility for such expense shall be only that within the Vendor's written authorization. If any of the materials, reports, studies, or computer programs provided by the Vendor are in such suit or proceeding held to constitute infringement and the use of publication thereof is enjoined, the Vendor shall, at his/her own expense and at his/her option, either procure the right to publish or continue use of such infringing materials, reports, studies, or computer programs, replace them with non-infringing items, or so modify them so that they are no longer infringing. The obligations of the Vendor under this paragraph continue without time limit.

50. Americans with Disabilities Act

Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C.F.R. §35.101 *et seq.*, the Vendor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Agreement or from the activities provided for under this Agreement. As a condition of accepting and executing this Agreement, the

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Vendor agrees to comply with the “General Prohibitions Against Discrimination,” 28 C.F.R. §35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to the benefits, services, programs and activities provided by the Commonwealth of Pennsylvania through contracts with outside providers.

51. Nondiscrimination/Sexual Harassment Clause

51.1. During the term of the Agreement, Vendor agrees as follows:

- 51.1.1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Agreement or any contract or subcontract, the Vendor, a contractor, a subcontractor, or any person acting on behalf of the Vendor shall not, by reason of gender, race, creed or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- 51.1.2. The Vendor, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate against or intimidate any of its employees on account of gender, race, creed, or color.
- 51.1.3. The Vendor, contractor or any subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- 51.1.4. The Vendor, contractor or any subcontractor shall not discriminate by reason of gender, race, creed or color against any contractor, subcontractor or supplier who is qualified to perform the work to which the agreement relates.
- 51.1.5. The Vendor, any contractor or any subcontractor shall, within the time periods requested by the County, furnish all necessary employment documents and records and permit access to their books, records and accounts by the County and the Bureau of Minority and Women Business Opportunities (BMWBO), for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- 51.1.6. The Vendor, any contractor or subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every contract or subcontract so that those provisions applicable to contractors or subcontractors will be binding upon each contractor or subcontractor.
- 51.1.7. The County may cancel or terminate the agreement and all money due or to become due under the agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, County may proceed with debarment or suspension and may place the Vendor, contractor, or subcontractor in the Contractor Responsibility File.

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52. Set Off Clause

The Vendor agrees that the County may set off the amount of any county or state tax liability or other obligation of the Vendor or its subsidiaries to the County against any payments due the Vendor under any contract with the County.

53. Property and Supplies

Not Applicable – Intentionally Omitted

54. Right to Know Law

- 54.1. The Pennsylvania Right-to-Know Law (“RTKL”), 65 P.S. §§ 67.101-3104, applies to this Agreement.
- 54.2. Unless the Vendor provides the County, in writing, with the name and contact information of another person, the County shall notify the provider using the Vendor information provided by the Vendor in this Agreement if the County needs the Vendor’s assistance in any matter arising out of the RTKL. The Vendor shall notify the County in writing of any change in the name or the contact information within a reasonable time prior to the change.
- 54.3. Upon notification to the Vendor that the County has received a request for records under the RTKL related to this Agreement that may be in the Vendor’s possession, constituting or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Vendor shall:
 - 54.3.1. Provide the County, within five (5) business days after receipt of the County’s written notification, access to, and copies of, any document or information in the Vendor’s possession arising out of this Agreement that the County reasonably believes is Requested Information and may be a public record under the RTKL; and
 - 54.3.2. Provide such other assistance as the County may reasonably request, in order to comply with the RTKL with respect to this Agreement.
- 54.4. If the Vendor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or information that the Vendor considers exempt from production under the RTKL, the Vendor must notify the County and provide within five (5) business days of receiving the County’s written notification, a written statement signed by a representative of the Vendor explaining why the requested material is exempt from public disclosure under the RTKL.
- 54.5. The County will rely upon the written statement from the Vendor in denying a RTKL request for the Requested Information unless the County determines that the Requested Information is clearly not protected from disclosure under the RTKL. If the County denies a RTKL request in reliance upon Vendors written statement and the denial is appealed, Vendor agrees to fully participate in any RTKL appellate proceedings.
- 54.6. If the Vendor fails to provide the Requested Information within the time period required by these provisions, the Vendor shall indemnify and hold the County harmless for any damages,

ATTACHMENT A – PROPOSED FORM OF AGREEMENT AND GENERAL CONDITIONS

penalties, costs, detriment or harm that the County may incur as a result of the Vendor's failure, including any statutory damages assessed against the County.

- 54.7. The County will reimburse the Vendor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- 54.8. The Vendor may file a legal challenge to a decision by the County's decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Vendor shall indemnify the County for any legal expenses incurred by the County as a result of such a challenge and shall hold the County harmless for any damages, penalties, costs, detriment or harm that the County may incur as a result of the Vendor's failure, including any statutory damages assessed against the County, regardless of the outcome of such legal challenge. As between the parties, the Vendor agrees to waive all rights or remedies that may be available to it as a result of the County's disclosure of Requested Information pursuant to the RTKL.
- 54.9. The Vendor's duties relating to the RTKL are continuing duties that survive the expiration of the Agreement and shall continue as long as the Vendor has Requested Information in its possession.

55. Federal and State Audit Requirements

- 55.1. Vendor must comply with all federal and state audit requirements including: the Single Audit Act, as amended, 31 U.S.C. 7501 *et seq*; 2 CFR Part 200 “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards”, as amended; and any other applicable law or regulation and any amendment to such other applicable law or regulation which may be enacted or promulgated by the state or federal government.
- 55.2. If the Vendor is a local government or non-profit organization and expends total federal awards of \$750,000 or more during its fiscal year, received either directly from the federal government or indirectly from a recipient of federal funds, Vendor is required to have an audit made in accordance with the provisions of 2 CFR Part 200 “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards”.
- 55.3. If the Vendor is a for-profit organization and expends total federal awards of \$750,000 or more during its fiscal year, received either directly from the federal government or indirectly from a recipient of federal funds, Vendor is required to have a program-specific audit made in accordance with the provisions of 2 CFR Part 200 “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards” and in accordance with the laws and regulations governing the programs in which it participates.
- 55.4. If the Vendor expends total federal awards of less than \$750,000 during its fiscal year, it is exempt from these audit requirements but is required to maintain auditable records of federal and any state funds which supplement such awards and to provide access to such records by federal and state agencies or their designees.

ATTACHMENT A – PROPOSED FORM OF AGREEMENT AND GENERAL CONDITIONS

- 55.5. In the event an audit is required, the Vendor is responsible for obtaining the required audit and securing the services of a certified public accountant or other independent governmental auditor. The audit shall be completed, and the report submitted to the County no later than 90 days after the close of the agreement period.
- 55.6. In the event that an audit is performed that is not mandated by applicable federal laws or regulations, Vendor shall not charge its costs of the audit to federal funding streams.
- 55.7. Vendor shall maintain adequate and sufficiently detailed records of all the services provided pursuant to this Agreement to permit an evaluation of finances and performance, which records shall be open at all reasonable times for inspection by the County, federal, state and county agencies or their authorized representatives. The County and any competent federal, state or county agency or their authorized representatives shall have the right to inspect, audit and copy Vendor's records during normal business hours. The County shall provide fourteen (14) days' notice to Vendor in the event of such an audit.
- 55.8. The County shall advise Vendor of any discrepancies in adherence to this Agreement. Vendor upon receipt of such notification hereby agrees to promptly correct any discrepancies to the satisfaction of the County.
- 55.9. Vendor shall maintain and make available such books, records and documents related to this Agreement for five (5) years from the termination of this Agreement, or until all disputes have been resolved to the satisfaction of the County or by final decision or judgment, or as otherwise required by applicable federal or state laws and regulations, whichever is greater.

56. Assurance of Compliance

- 56.1. The Vendor hereby agrees that it will comply with:
 - 56.1.1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulations of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulations, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Vendor receives Federal financial assistance from the County.
 - 56.1.2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulations of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulations, no otherwise qualified individual with a disability in the United States shall, solely by reason of her or his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Vendor receives Federal financial assistance from the County.
 - 56.1.3. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulations of the Department of Health

ATTACHMENT A – PROPOSED FORM OF AGREEMENT AND GENERAL CONDITIONS

and Human Services (45 C.F.R. Part 86), to the end that in accordance with IX and the Regulations, no person in the United States shall on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any educational program or activity for which the Vendor received Federal financial assistance from the County.

56.1.4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulations of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulations, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in or be subjected to discrimination under any program or activity for which the Vendor receives Federal financial assistance from the County.

57. Worker Protection and Investment

57.1. To the extent applicable, Vendor shall comply with Commonwealth of Pennsylvania Executive Order 2021-06, Worker Protection and Investment, and certify Vendor is in compliance with all applicable Pennsylvania state labor and workforce safety laws including:

- 57.1.1. Construction Workplace Misclassification Act;
- 57.1.2. Employment of Minors Child Labor Act;
- 57.1.3. Minimum Wage Act;
- 57.1.4. Prevailing Wage Act;
- 57.1.5. Equal Pay Law;
- 57.1.6. Employer to Pay Employment Medical Examination Fee Act;
- 57.1.7. Seasonal Farm Labor Act;
- 57.1.8. Wage Payment and Collection Law;
- 57.1.9. Industrial Homework Law;
- 57.1.10. Construction Industry Employee Verification Act;
- 57.1.11. Act 102: Prohibition on Excessive Overtime in Healthcare;
- 57.1.12. Apprenticeship and Training Act; and,
- 57.1.13. Inspection of Employment Records Law.

57.2. Vendor shall also certify compliance with Unemployment Compensation tax requirements and Workers' Compensation insurance requirements.

ATTACHMENT A – PROPOSED FORM OF AGREEMENT AND GENERAL CONDITIONS

57.3. Vendor shall certify compliance with the aforementioned statutes by completing the “Worker Protection and Investment Certification Form BOP-2201, Attachment H”, attached hereto and made a part of this Agreement.

58. Vendor's Commitments

Any written commitment or representation of Vendor made within the scope of this Agreement shall be binding upon Vendor and is hereby incorporated into this Agreement.

59. Cooperation in Litigation

The Vendor shall cooperate fully with the County in any prosecution or defense of any litigations, claims, and threatened litigations. If County becomes involved in any matters involving litigation or threatened litigation against others not including Vendor, Vendor shall cooperate fully with County's efforts to dispose of such matters. Such cooperation shall include, but not be limited to, submission of information, attendance at meetings and appearance in court or before other judicial or quasi-judicial bodies.

60. Membership Restrictions of Facilities

Funds awarded by this Agreement shall not be used to hold meetings, conferences, training sessions or other gatherings at any facility which excludes or restricts membership of individuals on account of race, color, religion, national origin, ancestry, or gender.

61. Reporting of Allegations/Suspicions

Not Applicable – Intentionally Omitted

62. Headings

All headings included for convenience only and shall not affect any construction or interpretation of this Agreement.

63. Entire Agreement

The governing terms and conditions of this Agreement are expressly limited to the terms and conditions contained in this Agreement and documents incorporated herein. This Agreement constitutes the complete integration of all oral and written documents, is the entire and final Agreement between the parties and may be amended only by a written instrument signed by authorized officials of both parties.

[signatures on following page]

ATTACHMENT A – PROPOSED FORM OF AGREEMENT AND GENERAL CONDITIONS

With the intent to be legally bound, authorized officials of each party have signed this Agreement on the dates written below. Each person signing this Agreement represents and warrants that such person is fully authorized to sign and enter into this Agreement on behalf of the Vendor named above his or her signature.

Both parties agree and acknowledge that electronic/facsimile signatures are binding to this Agreement.

County of Berks

By: _____

Name (printed): George M. Rodrigues

Title: Director of Contracts and Procurement

Date: _____

ATTEST:

By: _____

Name (printed): _____

Title: _____

Vendor

By: _____

Name (printed): _____

Title: _____

Date: _____

ATTEST:

By: _____

Name (printed): _____

Title: _____

ATTACHMENT B – BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

AND NOW, effective this _____ day of _____, 2026 (the “**Effective Date**”), this Business Associate Agreement (“**Agreement**”) is entered into by and between _____ (the “**Business Associate**”) and the **County of Berks** (the “**Covered Entity**”), located at 633 Court Street, 13th Floor, Services Center, Reading, PA 19601.¹

WHEREAS, Business Associate will or may have access to, or may create on behalf of the Covered Entity, certain Protected Health Information (“**PHI**”) in carrying out its obligations, as more fully described below, and therefore is obligated to protect such PHI as a Business Associate, in accordance with the regulations issued by the U.S. Department of Health and Human Services (“**DHHS**”) pursuant to the Health Insurance Portability and Accountability Act (“**HIPAA**”) and the Health Information Technology for Economic and Clinical Health Act (“**HITECH**”) (the regulations being promulgated thereunder being hereinafter referred to as the “**HIPAA/HITECH Regulations**”).

WHEREAS, the parties desire to delineate their obligations pursuant to the HIPAA/HITECH Regulations, all as more fully described herein.

NOW THEREFORE, in consideration of the mutual promises contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. Definitions.

(a) “**Breach**” shall have the same meaning as in 45 C.F.R. § 164.402, and shall include the acquisition, access, use or disclosure of “Protected Health Information” (as defined below) in a manner not permitted under the Privacy Rule, as defined below, and which compromises the privacy or security of the information, unless there is a low probability that the protected health information has been compromised based on Covered Entity’s risk assessment of the following factors:

- (i) the nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- (ii) the unauthorized person who used the protected health information or to whom the disclosure was made;
- (iii) whether the protected health information was actually acquired or viewed, and
- (iv) the extent to which the risk to the protected health information has been mitigated.

¹ To the extent that the County is deemed to be a “Hybrid Entity” (as defined herein), all terms and conditions of this Agreement that apply with respect to the “Covered Entity” above shall apply equally to the County as a “Hybrid Entity” and/or to the covered components or functions of such entity.

ATTACHMENT B – BUSINESS ASSOCIATE AGREEMENT

A Breach excludes: (1) Any unintentional acquisition, access, or use of protected health information by a workforce member or person acting under the authority of a Covered Entity or a Business Associate, if made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under HITECH; (2) Any inadvertent disclosure by a person authorized to access protected health information at a Covered Entity or Business Associate to another person authorized to access protected health information at such entities, or organized health care arrangement in which the Covered Entity participates, and the information received is not further used or disclosed in a manner not permitted under HIPAA/HITECH Regulations; or (3) Any disclosure of protected health information where the Covered Entity determines in good faith that the person to whom the disclosure was made would not reasonably have been able to retain the information.

(b) “**Business Associate**” shall have the same meaning as in 45 C.F.R. § 160.103, and shall include with respect to a covered entity, a person or entity who, in performing its functions or activities on behalf of such covered entity creates, receives, maintains, or transmits Protected Health Information (as defined below), and includes a person or entity who:

(i) provides legal, actuarial, accounting, consulting, data aggregation (as defined in 45 C.F.R. § 164.501), management, administrative, accreditation, or financial services to or for such covered entity;

(ii) provides data transmission services with respect to protected health information to Covered Entity and that requires access on a routine basis to such protected health information;

(iii) a person that offers a personal health record to one or more individuals on behalf of a covered entity; or,

(iv) a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of the business associate.

(c) “**Designated Record Set**” shall mean a group of records maintained by or for Covered Entity that includes the medical records and billing records about an “individual” maintained by or for the Covered Entity, and shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.

(d) “**Electronic PHI**” shall mean electronic protected health information or “PHI”, as further defined below, and shall have the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103.

(e) “**HIPAA Rules**” shall mean the privacy, transaction and security regulations/standards further defined below, as promulgated pursuant to **HIPAA**, as codified at 45 C.F.R. Parts 160, 162 and 164.

(f) “**HITECH Standards**” shall mean the breach notification provisions/standards applicable to a business associate under **HITECH**, pursuant to the DHHS regulations promulgated thereunder, as codified at 45 C.F.R. § 164, Subpart D.

ATTACHMENT B – BUSINESS ASSOCIATE AGREEMENT

(g) “**Hybrid Entity**” shall have the same meaning as defined in 45 C.F.R. 164.103 and refers to a single legal entity whose business activities include both covered and non-covered HIPAA/HITECH functions.

(h) “**Individual**” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

(i) “**Individually Identifiable Health Information**” shall have the same meaning as defined in 45 C.F.R. § 160.103, and shall include health information, including demographic information collected from an individual that: (1) is created by or received from a health care provider, health plan, employer or health care clearinghouse, and (2) relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual, and either (i) identifies the individual or (ii) there is a reasonable basis to believe that the information can be used to identify the individual.

(j) “**Protected Health Information**” or “**PHI**” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, including but not limited to the “individually identifiable health information” (as defined above) created or received by a business associate from or on behalf of a covered entity.

(k) “**Privacy Rule**” shall mean the standards for privacy of individually identifiable health information set forth at 45 C.F.R. § 164, Subpart E.

(l) “**Security Incident**” shall have the same meaning as defined in 45 C.F.R. § 304 and means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

(m) “**Security Rule**” shall mean the security standards, 45 C.F.R. § 164, Subpart C, as they exist now or as they may be amended, including but not limited to § 164.308 (Administrative Safeguards); § 164.310 (Physical Safeguards), and § 164.312 (Technical Safeguards).

(n) “**Unsecured Protected Health Information**” or “**Unsecured PHI**” shall have the same meaning as defined in 45 C.F.R. § 164.402, and shall mean PHI that is not rendered unusable, unreadable or indecipherable to unauthorized persons through the use of a technology or methodology specified by DHHS in the implementing regulations of HITECH.

Terms used, but not otherwise defined, in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA/HITECH Regulations.

2. General Uses and Disclosures. Business Associate acknowledges and agrees as follows:

(a) Use or Disclosure. Business Associate agrees not to use or further disclose PHI other than as expressly permitted or required by this Business Associate Agreement or as required by law.

ATTACHMENT B – BUSINESS ASSOCIATE AGREEMENT

(b) Minimum Necessary. Business Associate will take reasonable efforts to limit, use and disclosure of PHI to the minimum necessary to fulfill its obligations, or as necessary to fulfill the intended request, use or disclosure.

(c) Specific Use or Disclosure Provisions. Business Associate may use and disclose PHI to properly perform its obligations pursuant to the parties' Services Agreement (the “**Services Agreement**”), and consistent with applicable law, as long as such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity, and/or such use or disclosure is expressly permitted in (i) through (iii) below:

(i) Business Associate may use PHI as minimally necessary to fulfill its obligations pursuant to the parties' Services Agreement.

(ii) Business Associate may use PHI for the proper management and administration of Business Associate or to carry out Business Associate's legal responsibilities.

(iii) Subject to Section 2(f) below, Business Associate may disclose PHI to third parties for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate provided that the disclosures are required by law, or Business Associate obtains reasonable assurances from the third party to whom the information is disclosed that: (A) the information will remain confidential, (B) the information will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and (C) the third party notifies Business Associate of any instances of which it is aware that the privacy/security of the information has been breached in accordance with the HIPAA Rules and HITECH Standards.

(d) Security Safeguards. Business Associate agrees to use appropriate safeguards and comply with the security standards of Subpart C of 45 C.F.R. § 164, to prevent use or disclosure of PHI in a manner that would violate this Business Associate Agreement or applicable legal requirements. Business Associate shall provide Covered Entity with information concerning such safeguards as Covered Entity may reasonably request from time to time. To the extent that Business Associate creates, receives, maintains or transmits Electronic PHI, Business Associate agrees to use appropriate administrative, physical and technical safeguards to protect the Electronic PHI as required by the Security Rule.

(e) Mitigation/Indemnification. To the extent that Business Associate is responsible for a breach, Business Associate agrees to mitigate, to the extent commercially reasonable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Business Associate Agreement, or in violation of applicable HIPAA/ HITECH Regulations. Business Associate acknowledges and agrees that it shall be liable for, and shall indemnify and hold Covered Entity harmless against, any claims, damages or government penalties, as well as reasonable attorneys' fees, resulting from any act or omission of Business Associate or its subcontractor(s)/agent(s) in breach of this Agreement, or in violation of law, including the HIPAA/HITECH Regulations.

ATTACHMENT B – BUSINESS ASSOCIATE AGREEMENT

(f) Subcontractors and Agents. Business Associate shall ensure that if any subcontractor, to the extent authorized by Covered Entity, creates, receives, maintains or transmits PHI for the Business Associate on behalf of the Covered Entity, the subcontractor shall agree to the same restrictions, terms and conditions that apply through this Agreement to Business Associate with respect to such information, including the requirement that it implement reasonable and appropriate safeguards to protect any PHI that is disclosed to it, as well as the breach notification requirements applicable to PHI under HITECH, by executing a business associate agreement approved by Covered Entity. Business Associate shall notify Covered Entity of any subcontractor's breach of its business associate agreement, or of any privacy/security incident or violation of law applicable to the subcontractor, including Business Associate's steps to cure or mitigate subcontractor's breach, if applicable.

(g) Access. Only if applicable to the Services Agreement, and upon reasonable request by the Covered Entity, but not later than thirty (30) days following such request, Business Associate shall provide access or copies to Covered Entity of PHI, in a Designated Record Set in order to meet the requirements under 45 C.F.R. § 164.524.

(h) Amendment. Only if applicable to the Services Agreement, and upon reasonable request by the Covered Entity, but not later than thirty (30) days following such request, Business Associate agrees to make PHI available to Covered Entity for any appropriate amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526.

(i) Accounting. Only if applicable to the Services Agreement, and upon reasonable request by the Covered Entity, but not later than sixty (60) days following such request, Business Associate agrees to document and make available to Covered Entity or subject Individual, for a reasonable cost-based fee (to the extent permitted by HIPAA Rules) such disclosures of PHI, and information related to such disclosures, necessary to respond to a request for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(j) Audit and Inspection. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by Business Associate on behalf of the Covered Entity, available to DHHS or the Covered Entity, in a time and manner requested by DHHS or the Covered Entity, for purposes of determining the Business Associate's compliance with the HIPAA/HITECH Regulations.

(k) Compliance. To the extent the Business Associate is required to carry out any Covered Entity's obligations that are subject to the HIPAA/HITECH requirements, if applicable, Business Associate shall comply with all applicable HIPAA/HITECH requirements and standards the same extent as required by the Covered Entity.

3. Covered Entity Obligations.

(a) If applicable to the Services Agreement, Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may

ATTACHMENT B – BUSINESS ASSOCIATE AGREEMENT

affect Business Associate's use or disclosure of PHI in performing its functions under the Services Agreement.

(b) If applicable to the Services Agreement, Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI in performing its functions under the Services Agreement.

(c) If applicable to the Services Agreement, Covered Entity shall notify Business Associate of any restriction of the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI in performing its functions under the Services Agreement.

(d) If applicable to the Services Agreement, Covered Entity agrees that it will have entered into “Business Associate Agreements” with any third parties (e.g., trading partners) to which Covered Entity directs and authorizes Business Associate to disclose PHI.

4. Security Incident Reporting/Breach Notification. Business Associate agrees to promptly notify the Covered Entity if Business Associate has knowledge of a Security Incident related in any way to the Services Agreement, that PHI has been used or disclosed by Business Associate, its subcontractor/agent or otherwise in a manner that violates the HIPAA/HITECH Regulations or this Business Associate Agreement. Business Associate agrees to report to the Covered Entity any Security Incident or breach of Unsecured PHI (as defined in Section 1) which Business Associate discovers (as defined in 45 C.F.R. § 164.410), immediately and without unreasonable delay, or as promptly as reasonably warranted by the circumstances (subject to (a) below), in order for Covered Entity to properly assess the breach and to comply with all applicable legal requirements in accordance with § the HITECH Standards.

(a) Business Associate shall provide the following information to the Covered Entity immediately upon discovery of a breach/incident except when, despite all reasonable efforts by Business Associate to obtain the information required, circumstances beyond the control of the Business Associate necessitate additional time, in which case the information shall be provided as soon as reasonably possible, but in no event more than two (2) business days following the breach/incident, and in accordance with 45 C.F.R. § 164.404 of the HITECH Rule, as follows:

- (i) the date of the breach/incident;
- (ii) the date of the discovery of the breach/incident;
- (iii) a description of the Unsecured PHI that was involved;
- (iv) identification of each Individual(s) whose Unsecured PHI has been or is reasonably believed to have been, accessed, acquired or disclosed; and,
- (v) any other information reasonably necessary to complete an assessment of the breach and requirements necessary for compliance with the HITECH Standards.

ATTACHMENT B – BUSINESS ASSOCIATE AGREEMENT

(b) At the direction of the Covered Entity, Business Associate will cooperate with Covered Entity in providing notification to the Individual(s) concerning Unsecured PHI that has been disclosed, as well as to DHHS and by media or public notice, if necessary, as may be required by the HITECH Rule.

(c) Business Associate agrees to take corrective action, if applicable, to investigate the breach, mitigate losses, and protect against any future breaches, and to provide a description of this corrective action plan to Covered Entity promptly upon the reasonable request of Covered Entity.

5. Term; Termination.

(a) Except as otherwise expressly provided herein, the Term of this Business Associate Agreement shall expire automatically upon the termination or expiration of the parties' Services Agreement.

(b) Without limiting the termination rights of the parties pursuant to the Services Agreement, upon Covered Entity's knowledge of a material breach by Business Associate of this Business Associate Agreement, Covered Entity may notify Business Associate that it has thirty (30) days to cure such breach, or such shorter time as reasonably warranted by the circumstances. In the event Business Associate does not cure the breach, or if cure is infeasible as reasonably determined by Covered Entity, the Covered Entity shall have the right to terminate this Business Associate Agreement, upon written notice thereof.

(c) Upon termination of this Agreement for any reason, Business Associate shall, and/or shall cause its subcontractor/agent to, return or destroy and retain no copies of all PHI created or received by, Business Associate or its subcontractor/agent on behalf of the Covered Entity. If Business Associate determines that return or destruction of such information is not feasible, Business Associate shall provide Covered Entity with notification of conditions that render return or destruction infeasible. In such event, Business Associate shall continue to limit the use or disclosure of such information as set forth in this Agreement and shall not use or disclose such information except for those purposes that make return or destruction of the information infeasible, for so long as Business Associate maintains the PHI.

(d) The obligations of Business Associate under this Business Associate Agreement shall survive the termination of this Agreement.

6. Miscellaneous.

(a) Amendment. The parties acknowledge that the foregoing provisions are designed to comply with the mandates of the HIPAA/HITECH Regulations. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary to comply with all federal, state or other legal requirements, including, but not limited to, the requirements of the HIPAA/HITECH Regulations as may be amended from time to time. The parties shall work in good faith to reach agreement on an amendment to the Business Associate Agreement that continually complies with the law and shall act at all times in accordance with the law, as fully incorporated herein, even this Agreement has not been formerly amended. Any other amendment to this

ATTACHMENT B – BUSINESS ASSOCIATE AGREEMENT

Agreement unrelated to compliance with applicable law and regulations shall be effective only upon execution of a written agreement between the parties.

(b) Other Laws. In addition to the HIPAA/HITECH laws and regulations, the parties acknowledge that there may be other federal or state laws applicable to protecting the privacy and security of the medical or other personal information, including without limitation, Pennsylvania's Breach or Personal Information Notification Act (73 P.S. §§ 2301, et seq.), and the parties agree to fully comply with such laws and corresponding regulations, As fully incorporated by reference herein.

(c) Effect on the Services Agreement. Except as relates to the use, security, privacy and disclosure of PHI and electronic PHI transactions, this Business Associate Agreement is not intended to change the terms and conditions of, or the rights and obligations of the parties under, the Services Agreement. All non-conflicting terms and conditions of the Services Agreement as between Covered Entity and Business Associate shall control the interpretation and enforcement of this Agreement and remain in full force and effect.

(d) No Third-Party Beneficiaries. Except as may be required by law, nothing express or implied in the Services Agreement or in this Business Associate Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations or liabilities whatsoever.

(e) Governing Law. This Business Associate Agreement shall be governed by, and interpreted consistently with, the HIPAA/HITECH Regulations to the fullest extent applicable to this Agreement. In all other respects, the parties agree this Agreement shall be governed by, and interpreted consistently with, the parties' Services Agreement, which is fully incorporated by reference herein.

(f) Assignment. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns, except that neither party may, without the specific prior written consent of the other party, assign any of its interest or rights in or to, or arising under, this Agreement, or delegate the performance of any of its obligations and duties hereunder except to the extent permitted by the parties' Services Agreement.

(g) No Waiver. The failure of any party or parties to enforce at any time any right or privilege under this Agreement shall in no way constitute or be construed as a waiver of that or any other right or privilege under this Agreement, nor shall it affect in any way the validity and full enforceability of this Agreement. No waiver of any right or privilege under this Agreement shall operate as a waiver of any other breach of that or any other provision of this Agreement and no waiver of any remedy for any such breach shall operate as a waiver of any other remedy for such breach. Should any provision of this Agreement be deemed unenforceable by a court of competent jurisdiction, such finding shall not invalidate the balance of this Agreement, which shall remain in full force and effect.

ATTACHMENT B – BUSINESS ASSOCIATE AGREEMENT

(h) No Prior Business Associate Agreement. This Business Associate Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior business associate agreements between the parties hereto.

IN WITNESS WHEREOF, the parties' authorized representatives have executed this Agreement effective as of the day and year first above written.

BUSINESS ASSOCIATE

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Name (printed): _____

Title: _____

COVERED ENTITY**COUNTY OF BERKS**

By: _____

Printed Name: George M. Rodrigues

Title: Director of Contracts and Procurement

Date: _____

ATTEST:

By: _____

Name (printed): _____

Title: _____

ATTACHMENT C – NON-COLLUSION AFFIDAVIT FORM

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any Agreement pursuant to a Proposal. According to the Pennsylvania Antibid-Rigging Act, 62 Pa. C.S.A. § 4501 *et seq.*, governmental agencies may require Non-Collusion Affidavits to be submitted together with Proposals, such as the Proposal submitted by the Proposer.
2. This Non-Collusion Affidavit must be executed by the member officer, or employee of the Proposer who is authorized to legally bind the Proposer.
3. Proposal rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should carefully examine it before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Proposer with responsibilities for the preparation, approval or submission of the Proposal.
4. If the Proposal is submitted by a joint venture, each party to the venture must be identified in the Proposal documents, and a Non-Collusion Affidavit must be submitted separately on behalf of each party.
5. The term “complementary Proposal” as used in the Non-Collusion Affidavit has the meaning commonly associated with that term in the RFP process, and includes the knowing submission of a Proposal higher than the Proposal of another firm, any intentionally high or noncompetitive Proposal, and any form of Proposal submitted for the purpose of giving a false appearance of competition.
6. Failure to file a Non-Collusion Affidavit in compliance with these instructions will result in disqualification of the Proposal.

ATTACHMENT C – NON-COLLUSION AFFIDAVIT FORM

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

(1) He/She is _____
(Owner, Partner, Officer, Representative or Agent of Proposer)

of _____, the Proposer that
(Name of the Proposer)
has submitted the attached Proposal;

(2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal or complementary Proposal in connection with the Contract for which the attached Proposal is submitted or to refrain from submitting in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the prices in the Proposal or the price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Berks or any person interested in the proposed Agreement;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and,

(6) Neither the said Proposer nor any of its officers, partners, owners, agents or parties in interest, have any interest, present or prospective, that can be reasonably construed to result in a conflict of interest between them and the County of Berks, which the Proposer will be required to perform.

ATTACHMENT C – NON-COLLUSION AFFIDAVIT FORM

I state that _____ understands
(Name of Proposer)

and acknowledges that the above representations are material and important and will be relied on by the County of Berks in awarding the Agreement for which the Proposal is submitted. I understand and the Proposer understands that any misstatement in this Non-Collusion Affidavit is and shall be treated as fraudulent concealment from the County of Berks of the true facts relating to the submission of proposals for this Agreement.

Name: _____

By: _____
Authorized Signatory

Title: _____
President or Vice President

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 2026

Notary Public

My Commission Expires: _____

ATTACHMENT D – CONSENT OF SURETY

RFP #25-22-GR

The undersigned _____ (name of Surety Co.), a corporation organized and existing under the laws of the State of _____ and authorized to do business in the Commonwealth of Pennsylvania, does hereby consent and agree with:

the County of Berks

that if the Proposal of _____ (name of Proposer) for:

Dining Services Management

be accepted and an Agreement for said work be awarded to the said _____ (name of Proposer), it will, upon its being so awarded, become surety for the said _____ (name of Proposer) on such surety bonds as are called for in the Request for Proposal.

Signed, sealed and dated _____, 2026

_____ (Name of Surety Co.)

By: _____
Attorney-in-fact

ATTACHMENT E – FOOD AND DIETARY PROVISION SPECIFICATIONS

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ATTACHMENT E
FOOD AND DIETARY PROVISION SPECIFICATIONS

This section provides a list of grades and quality indicators for foods to be purchased.

1. Egg products to be pasteurized liquid eggs. No fresh eggs shall be used.
2. All purchased fresh poultry shall be received in a sound and good condition. Such poultry is subject to destination inspection by the U.S.D.A.
3. Vegetables shall be fresh or frozen, with canned vegetables to be used sparingly.
4. Grade minimums for all food items shall be:
 - a. Meat (Dry Heat Cooked) – U.S.D.A. inspected, choice cut to Industrial Meat Purchasing (I.M.P.) specifications (Pork and Lamb shall be U.S.D.A. Number 1).
 - b. Poultry – Seafood – U.S. Grade A. All chicken patties to be 100% white meat.
 - c. Ground Beef – U.S.D.A., not to exceed 18-20% fat (no soy additives). All ground beef to be 100% all beef.
 - d. Fresh fruits and vegetables – U.S.D.A. No. 1 Grade A Fancy.
 - e. Canned fruits, vegetables, and juices – U.S.D.A. Grade A Fancy.
 - f. Frozen fruits, vegetables, and juices - U.S.D.A. Grade A Fancy.
 - g. Dairy Products:
 - i. Homogenized whole milk, skim milk, and chocolate milk fortified with 4000 I.U. Vitamin D per quart.
 - ii. Whole milk shall contain at least 3.5% butterfat.
 - iii. Cheese, U.S.D.A. Grade A. All cheese products to be 100% real cheese, No imitation cheese products.
 - iv. Ice cream, other than nut and fruit, to contain at least 10% butterfat. Ice cream to be all natural, with no artificial flavorings, additives.
 - v. Ice cream, with nuts or fruit, to contain at least 8% butterfat. Ice cream to be all-natural with all-natural fruit/flavorings, no artificial flavorings, additives.
 - vi. Sour cream to be 100% real sour cream.
 - h. Bread & Rolls shall be fresh not frozen. They shall be delivered in a manner as to ensure the product received is fresh which shall require delivery within two days after production/baking.

ATTACHMENT E
FOOD AND DIETARY PROVISION SPECIFICATIONS

The following is a list of food provisions (excluding, bread, rolls, produce, milk, and ice cream and prepared dietary supplements & product) currently purchased by the County and utilized at Berks Heim. All products utilized by the Contractor must at minimum meet the standards of products currently purchased unless otherwise agreed to by the County.

Aerosol, Food Release, Pam, 8328700, 6/16.5 oz
Appetizer, Cheese Mozzarella Battered Stick 1.3 ox TFF Parfried Frozen, 7332687
Appetizer, Frank in Blanket, Mollys Kitchen, 5373622, 10/10/.55oz
Apple Butter, SS Cup, Smuckers 7007008, 200/.5oz
Applesauce, Unsweetened Fancy Canned In Water, Monarch-d, 5328117, 6/#10
Apricot, Half Unpeeled, Monarch, 8731002, 6/#10 EXTREMELY SHORT SUPPLY
Bacon, Pork 14-18 CT Laid 2D 15 LB, 4917134
Bacon, Pork Canadian, Hatfield, 4260113, 3/3.17 LBA
Bacon, Pork cooked 150ct, Patuxant, 2477933, 2/150 ea
Baking Powder Dbl Actn, Clabber, 7029242, 6/5 LB
Baking Soda, Monarch, 6480262, 24/1 lb
BANANA, SLCD IMP PHILP IQF FZN 2/5 LB, 6457558
Bar Mix Strawberry carton gable top frozen smoothie cocktail, 6948434
Bar Mix, Coconut Cream, Coco Lopez, 6004030, 24/15oz
Barley, Pearl shelf stable, 6280035
Base Beef Paste No Msg, Mollys Kitchen, 9333394, 6/1 lb
Base Pork Paste No MSG Ref, 7108574, 6/1 lb
Base Seafd Paste No Msg, Custom Gld, 9046939, 6/1 LB
Base Turkey Paste No Msg Shelf, Custom Gold, 9030917, 6/1#
Base, Beef Paste Low Sodium, Monarch, 6746321, 6/1#
Base, Beef Roasted Shelf Stable Plastic Jar Soup, 4329801
Base, Chix Paste Meat SHLF 12/1 LB, 5867676
Base, Ham, Monarch, 4333464, 6/1 lb
Base, Mushroom, 3033735
Base, Sauce Alfredo, Minor, 8139156, 6/13.6oz
Base, Soup Chix Paste No Msg, Monarch, 2721525, 6/1 lb
Base, Vegetable Paste Shelf Stable, Molly Kitchen, 9333493, 6/1 Lb
Bean, Baked Vegetarian, Bush, 8056053, 6/#10
Bean, Baked W/ Brown Sugar Canned Old Fashioned, Monarch, 6329197, 6/#10
Bean, Black Fancy Canned, 9332313
Bean, Garbanzo Canned chickpea, furmans, 3418910, 24/15.5oz
Bean, Kidney Dark Red Fancy in sauce canned heavy pack, 3332806, 6/#10
Beans, Great Northern, Mon-D, 4330130, 6/#10
Beans, Kidney, Light, Red, Mon-D, 3329174, 6/#10
Beef Chipped Cream Frozen, Stouffers, 4000725, 4/76 oz
Beef Chuck Teres Major Choice 114f Boneless Raw Ref, Stock Yard, 3497716, LBA

ATTACHMENT E
FOOD AND DIETARY PROVISION SPECIFICATIONS

Beef Philly Flat Sessd Raw Fzn, Ritters, 8651283, 40/4 oz
Beef Stew, Hometaste 83055, 6/106 oz
Beef Sub, Patty Meatless Burger Cooked Frozen Garden Vegetable, 3242195
Beef Sub, PTY Burger G/FR SMSHD 64/2.5 OZ Mollys Kit, item # 1042155
Beef, Diced Stew Meat 1" Raw, Cattlemans, 6334890, 1/10#
Beef, Diced, 1/2""x1/2""x1/4"" Raw, Stockyards-1893, 4975355, 10 lb
BEEF, GRND 81/19 Fine Raw REF 4/10 LB, 5996541
BEEF, GRND 81/19 Fine Raw REF 6/10 LBA, 1028447
Beef, Liver, 127233
Beef, Outside Round Flat Choice 171b , Swift, 8552598,LBA
Beef, Patty Ground 3 Oz Flame Broiled Cooked Frozen, Pierre, 5036900, 80/3oz
Beef, Patty Ground 4 Oz 80/20 Round 1/2"" , Harvest Value, 8355372, 40/4oz
Beef, Patty Ground Steak Burger Chuck Choice 4:1 Homestyle Cooked Frozen BU, 7198154
Beef, Philly Flat, Shorepoint, 2357945, 40/4oz
Beef, Steak battered fritter (40/4oz) 8060178
Beef, Steak Cubed Raw, Cattlemen's, 6018685, 40/4oz
Beets, Diced 3/8"""""""" Fancy,Monarch-D, 5330097, 6/#10
Biscuit, Buttermilk 2.25 Unsliced, Pillsbury, 8317158, 120/2.25oz
Blueberry, DMSTC CLTVD IQF FZN 2/5 LB, 5327663
Bologna, All-Beef Lebanon Stick 6 LBA, Kunzler, 2656163, 2/6 lb
Bologna, All-Meat Stick 7LBA, Hatfield, 3454329, 2/7#
Bologna, Ring, Berks, 9415019, 10/2 lb pcs
Bowl Fm 8 z white, Dart, 9009234, 20/50 ea
Bratwurst, link 4oz 3292877
Broccoli, Chopped, Harvest, 3328424, 12-2.5 lb
Brownie, Chocolate Fudge, 2341212
Brussel Sprouts shaved, Cross Valley, 1565683, 5/2 lb
Butter, Solid, Grade Aa Salt Ref, Glenview Farms, 877506, 36/1#
Butter, SS Cup 90ct Salted, Glenview, 568436, 720/.18oz
Cake Mix, Cinnamon Streusel, Krusteaz, 1125087 6/7 lb
Cake Mix, Devil's Food, Gold Medal - 4004834 6/5 lb
Cake Mix, Yellow, Gold Medal, 9002312 6/5 lb
Cake Mix, Yellow, Monarch, 5514123
Cake, angel food round 8"""""""" thaw & Serve frozen, 9260258
Cake, Funnel 5"""""""" , J& J , 1179738, 48-2.9oz
Cake, Pound Loaf, Sara Lee, 7000433, 12/16oz
Candy, Bar Assorted, Hershey,935478,144/1.55oz
Carrot Baby Whole Fancy Frozen, Monarch, 3327848, 20 LB
Carrot diced Frozen, Monarch, 5328158, 20#
Carrot, Diced 3/8"""""""" , Harvest VL, 5330162, 6/#10
Cereal, Bran Flakes, Hospitality, 5176847, 4/35oz

ATTACHMENT E
FOOD AND DIETARY PROVISION SPECIFICATIONS

Cereal, Corn Flakes, Malt-o-meal, 5621339, 4/34oz -
Cereal, Cream of Rice, 5000286
Cereal, Crispy Rice, Malt-o-meal, 1232818, 4/34oz
Cereal, Frosted Flake, Malt-o-meal, 5621412, 4/45oz
Cereal, Oat Toasted, Hospitality, 7176845, 4/35oz
Cereal, Oatmeal Rolled Quick, Malt-o-meal, 4376018, 12/42oz
Cereal, Wheat Farina Creamy, Gilster-Mary, 3230034, 12/28oz
Cereal, Wheat Farina Creamy, Quaker, 6000525, 12/28oz
Cheese Amer Sliced 160ct TFF, Glenview, 6771950, 4/5 lb
Cheese Amer Wht Slcd 160 CT, Glenview, 6772248, 4/5 LB
Cheese American Sliced 160 Slices, Glenview, 8340770, 4/5 lb
Cheese Cottage Sm Curd 1% Milk, Glenveiw, 1685882, 4/5Lb
Cheese Parmesan Grated SS Pouch Shelf Stable, Roseli, 4051624, 200/3.5 gr
Cheese, American Sharp White Loaf, Cooper, 4357687, 6/5 lb
Cheese, Cheddar White Shred, Glenview, 4402889, 4/5 lb
Cheese, Cheddar, Shredded, GV 5332630, 4/5 lbs
Cheese, CHEDR WHT Sharp Print 10 LBA, 232015
Cheese, Cottage SM Curd 4% Milk, GLNVW FRMS, 1685866, 4/5 LB
Cheese, Cream Plain Loaf Bag REF, 16006
Cheese, Cream. Glnvw Farm, 8340861, 10-3# Units
Cheese, Mild cheddar, cubed, yellow, Glnvw Farm, 5402094, 2/5lbs-
Cheese, Monterey Jack Cube, Glenview, 7402092, 2/5#
Cheese, Mozzarella, Shred, Feather, Low-Moisture Whole Milk Ref, 4/5#, 6382386,
Cheese, MUNST REF ORNG Rind 2/6-6 LBA
Cheese, Parmesan, Real Cheese, Grated, Roseli, 3587482, 4/5#
Cheese, Provolone, Not Sliced, Roseli, 8327249, 1/12 lb (Priced for Each, not case)
Cheese, RICOT IPSTA WHL Milk 2/5 LB, 998294
Cheese, Swiss Loaf Domestic, GVF, 5377023, 2/8 LBA
Chef Boyardee Spaghetti w/Meatballs, CF Boyardee, 3042355, 12/7.5oz
Chicken Sub, Nugget Meatless Vegetable Protein .75oz Breaded Tff Cooked, 3200987
Chicken, Breast breaded stuffed cheese and broccoli, 5664271
Chicken, Breast 3.5oz Breaded Fritter, cooked, frozen, 9777541, 2/5lb box, 45 to a box
Chicken, Breast Double-Lobe 10 OZ Boneless-Skinless Raw REF CVP, 2725596
Chicken, Breast Single Lobe 3 Oz Boneless-skinless Cooked Grilled, Tyson Red, 9978131, 2/5lb
Chicken, Breast, Raw, Unbreaded, Tyson, 2359917, 3/5oz
Chicken, Diced .5" Dark & White Meat Fowl Cooked Frozen, Patuxent, 4382685, 1/10#
Chicken, Philly Flat, Steak Eze, 5415799, 40/4oz
Chicken, Tender Breast Meat Breaded Fritter Small Seasoned Solution Added 9864760
Chicken, Thigh raw, 2723278
Chili, BF W/Bean PHO-Free RTU 4/8 LB Mollys Kit, 1904462
Chip, Cheese puff cheddar, 7756661

ATTACHMENT E
FOOD AND DIETARY PROVISION SPECIFICATIONS

Chip, Tortilla color, 2869204
Chip, Tortilla Yellow Corn Round, DelPasado, 9705594, 6/2#
Chip, Tortilla Corn RND Salted, 5911193
Chips, Lays Plain Potato, SS, 3162641, 120/0.5oz
Chocolate Chips, Semi Sweet, Mini Chips, Real Chocolate, Hershey, 5004940, 25 lb/box
Chocolate Syrup, Squeeze Bottles, Hershey, 7000912, 24/24 oz
Clam, Surf Chopped IQF, Sea Watch, 4459822, 2/5#
Cod, Breaded crispy, 2004984
Coffee Inst Decaf Arabic, Tst Choice, 174953, 6/80/1.7 gr
Coffee Liq Signr Blnd 40:1, Folgers, 7666258, 2/3 lt
Coffee, Instant Stick Packet Caffeinated, Taster Choice, 174771, 6/80/1.7 ea SPECIAL ORDER
Cookie Dough, Butter Sugar Frozen, Sweet Discovery, 1008093, 240/1.33oz
Cookie Dough, Peanut Butter Frozen, Sweet Discovery, 8008088, 240/1.33oz
Cookie Fortune WG .16 oz, Green Dragon, 1208609, 400/.16 oz
Cookie Oreo Choc Sndwich SS, Oreo, 3208931, 120/2/.78 oz
Cookie Sandwih Vnl Crm Mini Bag, Grandma's, 5714506, 60/2.12 oz
Cookie, CHOC Chip WHL Grain 80/1.22 OZ Grandma's, 1453731
Cookie, Choc. Chip, Soft, Individually Wrapped, Darlington, 8015836, 216/.75oz
Cookie, Dough, peanut butter, frozen, 1201664
Cookie, Fig Newton, 4214458
Cookie, Lorna Doone, Individually Wrapped, Lorna Doone, 8013021, 120/4ct per case
Cookie, Oatmeal Individually Wrapped, Darlington, 3015831, 216/.75oz
Cookie, Oreo, Crushed/Crumb, Oreo, 4875373, 10#
Cookie, Oreo, I/W Ind, Oreo, 2437255, 30/4/1.59OZ
Cookie, VNL wafer, 6/13.3 oz, 4007548
Corn Dog, AM CN FZ 48/4 OZ, 3041423
Corn Starch, Monarch, 1651712, 24/1#
Corn Whole Kernel Golden Stand Canned, Harvest, 3330081, 6/#10
Cornbread, 1/2 sheet 30 sliced baked frozen, 1134774
Cover, Pan rack, Monogram, 5364815, 50/ea
Crab Cake, Bluewater, 3918877, 10#
Cracker Chs Peanut Butter Sandwich,Munchies,6823872, 96/1.42oz
Cracker, Assorted Medley sleeve, Keebler, 2004000, 24/40ct
Cracker, CHEDR GFSH SHPD CTN 6/31 OZ Pepperidge, 2005155
Cracker, graham honey rectangle sleeve, 6190797
Cracker, Saltine Salted, Monarch, 7945967, 500/2ea
Cracker, Saltine, Nabisco, 9562786, 12/16oz
Crackers, Graham, Honeymaid, 2007540, 200/2 ea
Cranberry Frozen (2/5#) 1327709
Cranberry Sauce, JLYD CND 6/#10 CN, 2328490
Cream Puff Crm Filld .44 oz, Delzza, 1384675, 320/.44 oz

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FOOD AND DIETARY PROVISION SPECIFICATIONS

Cream, Whipping Heavy 36% Butterfat UHT Dairy Carton REF, 7340979
Creamer, Half & Half Dairy Ss Shelf Stable, International Del., 3800323, 384/.31oz
Creamer, Non-Dairy, Ss, Monarch, 6525421, 10/100ct
Croissant Butr .75 Z Tff Unsl, Hilltop Hrth, 4879946, 4/30/.75 oz
Croissant, 2oz (48), 4881041
Crumb, Bread Panko Plain, Pacific Jade, 9332842, 25 lb
Crumb, Bread Plain, Golden Dipt, 9440207, 6/4#
Cupcake, Red Velvet Iced, Sweet Street, 5999602,32/2.6 oz
Cupcake, Vanilla Bean Iced, Sweet Street, 5989843, 8/4/2.4 oz
Danish, 3102233 danish 5/10/1.3 OZ
Danish, Assorted, Individually wrapped, Frozen, Sara Lee, 3017753, 24/3.255 oz
Donut, Cake Hole, Rich's, 9038159, 440/.4oz
Dough, CIN RL 3 Z Raw FZN Bulk 100/3 OZ, 2252286
Dough, cinnamon 2.7oz. 9677029
Dough, Cky Otml Rai Fzn, Osswtdscr. 9008087, 240/1.33 OZ
Dough, Cookie Carnival M&M, Sweet Discovery, 3217809, 240.1.33oz
Dough, Cookie Chocolate Chip 2oz, Davids, 3438405, 160/2oz
Dough, Danish Assrt. 3 oz Pre-proofed Frozen Selection, Schulstad, 699769, 48/3 oz.
Dough, Pie Crust 6.75"" Sheet Box Frozen, 6206221
Dough, Pizza Crust 16" Pan, Roseli, 3364593, 20/26 oz
Dough, Roll Butter & Egg Dinner Frozen, Rich's, 9000951, 240/1.5 oz.
Dough, Scone Assorted Fruit Bulk, Frozen, Pillsbury, 5453360, 96/3.75 oz.
Dressing Ranch Buttermilk, Portion Pac, 3229499, 200/12gr
Dressing, Caesar, 238634
Dressing, French (200/.44) 64881
Dressing, FRNCH Red SHLF STABL 60/1.5 OZ, 5507796
Dressing, Honey Mustard SS Cup, Ken's, 9211145, 100/1.5oz
Dressing, Ital dressing item 63735
Dressing, Italian Creamy SS Pouch, Ken's, 5257324, 60/1.5oz
Dressing, Italian Zesty Plastic Jug Shelf Stable, 3306818
Dressing, Italian, Harvest VL, 2328706, 4/1 gal
Dressing, Peppercorn, Parmesan, Ken's, 2335875, 4/1gal
Dressing, Ranch SS pouch, Kraft, 71209, 60/1/5oz
Dressing, Sofrito, 8824938
Drink Mix, Iced Tea w/ Lemon 2/gal , Thirster, 4371761, 12/24oz
Drink Mix, Lemonade, Thirster, 1328038, 12/24 oz
Drink Mix, Fruit Punch, Thirster, 7328024, 12/24 oz
Drink Soda Cola Diet Pepsi, Pepsi, 7037996, 24/12 oz
Drink Soda Cola Pepsi Can, Pepsi, 9030222, 24/12 oz
Drink Soda Root Beer Can, 6609507, 48/8 oz
Drink, Soda Cola C/F Can, Shasta,9273947,48/8oz

ATTACHMENT E
FOOD AND DIETARY PROVISION SPECIFICATIONS

Drink, Soda Root Beer Diet Can, 6771190, 48/8 oz
Drink, Soda Cola Diet C/F Can, Shasta, 1273820,48/8 oz
Egg Hard Ckd Diced, Papetti, 9159781, 4/6 lb
Egg, Hard CKD PLD WHL REF PAIL 25 LB, 5723465
Egg, Liquid Yolk W/O Sugar Pasteurized Carton Gable Top REF, 6078737
Egg, Pty Scrbmb Pln 3.5" Rnd, Papetti, 2134435, 120/1.5 oz
Eggplant, Breaded Cutlt Long, Rosina, 5714720, 2/5 LB
Eggs, Fresh, Medium, Glnvw Frm, 823021, 15 dz
Eggs, Liquid Table Ready, Glenview, 882373, 15/2 lbs
Entrée, Cabbage, Stuffed, w/Sauce, Presentations, 1326305, 4/92 oz
Entrée, Lasagna Veg, Stouffer, 5002241, 4/96oz
Extract, Banana Imitation, McCormick, 7538051 - 6/16oz only NO BREAKER - SPEC ORDER
Extract, Lemon Imitation, Monarch 761635, 1 pint
Extract, Vanilla Imitation, Monarch, 761312, 1 quart
Filling, Blueberry, 1331008
Fish, Cod Battered 3oz Wedge English Style, Bluewater, 7365141, 10# Case Weight
Flavoring, Sauce Browning, 1002211, Kitchen Bouquet, 12/32 available as 1/32
Flounder, 4 Oz Fillet Boneless-skinless Raw Twice Frozen, Harbor Banks, 4832556, 1/10#
Flounder, 4 Oz Fillet Boneless-skinless Raw Twice Frozen, Fishery Products, 5173075
Flour, All Purpose, Pillsbury, 3005600, Gold Medal, 50 lb
Food Coloring, Egg Shadow, 761361, 1 quart
Food Coloring, Red, Monarch, 761551 - 1 pt
Fork, Heavyweight White Polystyrene (bulk plastic) Qty: 1000 8739534
French toast, Square Bulk Frozen, 5273628
Fruit Cocktail, Diced In Light syrup Canned, Rykoff, 9333527, 6/#10
Fruit Mix 5 Way Chunk, Cross Valley, 5924477, 24 lb
Fruit salad, mix 5 way chunk in light syrup, 5924469
Fruit salad, mix 5 way in light syrup, 6494033
Fruit, Apples, Sliced Water Pack, Harvest VL, 1328376, 6/#10
Fruit, Cherries, Maraschino 1/2's, Monarch, 6328330, 6/.5 gal
Fruit, Orange, Mandarin Broken in light-syrup, 1333814, Rykoff- Green, 6/#10 CN
Fruit, Orange, Mandarin Broken in light-syrup, 3333812 Monarch, 6/#10 CN
Fruit, Peach, Diced in Juice Canned Yellow cling, Packer, 9328147, 6/#10
Gelatin Strawberry RTU, Hunts, 9182858, 12/4/3.5oz
Gelatin, Assorted Red, Monarch, 5343371, 12/24 oz
Gelatin, Lime, Monarch, 6370662, 12/24 oz
Gelatin, Orange, Monarch, 1328848, 12/24 oz
Gelatin, Strawberry, Monarch, 9370669, 12/24oz
Graham Cracker Crumbs, NBC, 3007564, 2/5 lb box
Grapefruit, Sectn In Water, Cross Valley, 5920517, 8 LB
Haddock, Breaded 4oz, Icelandic, 2389989, 10#

ATTACHMENT E
FOOD AND DIETARY PROVISION SPECIFICATIONS

Ham Boiled, Low Salt, Low Fat, Berks , 7275738, 3/11#
Ham, Boneless Pit , Patuxent, 5336219, 2/13-16 LBA
Ham, Boneless, 8006132, 4/9-11lba
Ham, Capicola, hot cooked ref oval Pork, Berks, 2262566, 2/8# Average
Ham, DCD .25"""" W/A CKD FZN Bag 2/5 LB, 7365308
Ham, Ground, Hormel, 3190386, Smoked, 10 lb
Honey, Monarch, 3737327, 6/3# Master Case
Horseradish, Harvest, 9328972, 1 gal
Hot Chocolate, Sugar Fee, Nestle, 2018752, 6/24ct/cs
Hot Chocolate, Swiss Miss, 2688547, 6/50 ct .73oz/ea
Hot Dog All beef 6/1, Berks, 2357846, 2/5#
Hot Dog Pork Beef 8:1 5.25""", Berks, 4357851, 2/5 LB
Hot dog, meat sub, 1929819
Italian Ice Lemon Cup, Luigis, 1057041, 72/4 oz
Jelly, Assorted #11 ss Cup, Sauer's, 6017834 , 200/10gm
Jelly, Diet, Assorted Flavors Reduced Sugar, Heinz, 4863650, 200/ct
Jelly, Grape Concord glass Jar, 9391426, 6/4#
Jelly, Strawberry Reduced Sugar, Smuckers, 3945394, 8/15.5oz SPECIAL ORDER
Juice, Apple 100% Plastic Btle. Shelf Stable, Tropicana, 9029067, 24/10 oz
Juice, Apple 100%, Ocean Spray, 9064080, 8/60oz
Juice, Apple Cider, Packer, 1501881, 4/1 gal
Juice, Apple Frozen, Cups, Suncup, 602656, 72/4 oz
Juice, Apple Thickened Honey Consistency Bottle, T&E, 8214892, 6/48 oz
Juice, Apple Thickened Honey, T&E, 6239446, 24/4oz
Juice, Apple Thickened Nectar Bottle, T&E, 9214891, 6/48 oz
Juice, Apple Thickened Nectar, T&E, 5233911, 24/4oz
Juice, Apple, Aseptic pack, Lyons, 7123565, 12/46 oz
Juice, Cranberry 5% Thickened Nectar Consistency Jug , T&E, 1214907, 6/48oz
Juice, Cranberry Cocktail Drink, 20%, Plastic Btl. Shelf Stable, Tropicana, 24/10 oz, 6276612
Juice, Cranberry Frozen, Cups, Suncup, 317164, 72/4 oz
Juice, Cranberry Thickened Honey Consistency Jug , T&E, 5214895, 6/48oz
Juice, Cranberry Thickened Honey, T&E, 7239445, 24/4oz
Juice, Cranberry Thickened Nectar, T&E, 8234296, 24/4oz
Juice, CRNBY DRNK 27% W/ Pour 8/48 OZ, 1426441
Juice, Grape 100% PET PLST BTL 8/48 OZ, 7242542
Juice, Grape 100%, Ocean Spray, 641837, 72/4oz
Juice, Lemon, Thirster, 577148, 12/ 1 qt
Juice, Lemonade drink 15% ss cup frozen, 3412848,72/4 oz.
Juice, Orange 100% SS, Sun Cup, 7412836, 72/4oz
Juice, Orange 100%, Ocean Spray, 6110415, 8/60oz
Juice, Orange 100%, Plastic Shelf Btl., Tropicana, 1029073, 24/10 oz.

ATTACHMENT E
FOOD AND DIETARY PROVISION SPECIFICATIONS

Juice, Orange Thickened Honey Consistency Jug ,T & E , 7214893, 6/48oz
Juice, Orange Thickened Honey, T&E, 6233910, 24/4oz
Juice, Orange Thickened Nectar Consistency Jug, T&E, 6214894, 6/48oz
Juice, Orange Thickened Nectar, T&E, 4233912, 24/4oz
Juice, Orange, Aseptic Pack, Thirster, 2327856, 12/46 oz
Juice, Orange, Thirster Aseptic, Lyons Magnus, 8123564, 12/46oz
Juice, PNAPL 100% PET PLST BTL 8/48 OZ,9885779
Juice, Prdse Punch Frut Veg Blend, Sun Cup, 8038571, 40/4.23 oz
Juice, Prune 100% Pet PLST BTL 8/48 OZ , 4652597
Juice, Prune 100% SS Cup SHLF 96/4 OZ, 3672326
Juice, tomato 100% plastic bottle shelf stable, 3672177
Juice, Veg BLND 100% Pet PLST 8/48 OZ THIRSTER, 9799207
Ketchup, Packets, Red Gold, 9329384, 1 m
Ketchup, Tomato Fancy 33% Red Plastic Bottle Shelf Stable, Monarch, 7501752, 24/14oz
Ketchup, Tomato Fancy 33%, Monarch-d, 5686472, 6/#10
Knife, Heavyweight White Polystyrene (bulk plastic) qty:1000 8739948
Lasagna Meat Sauce Tff Cooked Frozen, Mollys Kitchen, 6326300, 4/96 oz
Lasagna Vegetable TFF Cooked Frozen, Molly Kitchen, 7326309, 4/96 oz
Lasagna, Vegetable, cheese cooked frozen tray pack, 5002241, 4/96oz, 5002241
Lentil, Green Dried Bean, Sig 5 Star, 7399064, 25 lb
Macaroni & Cheese MWVbl Cup ,CF Boyardee,9110982, 12/7.5oz
Macaroni& Cheese Cup, Kraft, 968081, 10/2.05 oz
manicotti, cheese plain, 152269334.33
Margarine TFF , GInvw Frm, 7775421, 30/1 lb
Marshmallow Mini, White, Kraft, 4211850, 12/1 LB
Mayonnaise, Deluxe Tub Shelf Stable, Harvest, 3328325, 1/4 gal
Mayonnaise, Individual, Sauer's, 5938790, 200/12 gr
Mayonnaise, Real Plastic Shelf Stable, Kraft, 9878935, 12/12oz
Meatball, Beef Wedding soup 1/8oz, Rosina, 2/5 lb, 8158388
Meatball, Chix Trky BF .5 oz, Harvest Valu, 6797047, 320/.5 oz
Meatloaf, Beef Deluxe, Advance, 291419, 76/3.15oz
Mini Corn Dogs, Foster Farm, 372144 2/5 lb
Mint, Starlight Spearmint IW Pnwhl, 5989884, 5/5 lb
Mix Biscuit Buttermilk, Monarch, 4849984, 6/5 lb
Mix Brownie Choc, Gold Medal, 8002313,6/6 lb
Mix Gelatin Asst Citrus Lemn Lime, Monarch 7370323, 12/24 oz
Mix Icing Choc Fudge, Gold Medal, 3368180, 6/5 lb
Mix Pancake Buttermilk Add water, Permlngco, 2451669, 6/5 lb
Mix, Brownie Fudge TFF Pho Free ADD Water , Monarch, 7157099, 6/6#
Mix, Cornbread & Muffin, Cont Mills, 2316503, 6/5#
MIX, CRUST GRAHAM CRACKER NO BAKE, 5499140

ATTACHMENT E
FOOD AND DIETARY PROVISION SPECIFICATIONS

MIX, CUSTD EGG INST 6/32 OZ, 9073412
Mix, Dressing Ranch Buttermilk, Monarch, 5330766, 18/3.2oz
Mix, Gravy Country PHO Free Shelf Stable, Monarch, 3777894, 6/24 oz
Mix, Pancake Buttermilk, Monarch, 9454633 6/5#
Mix, PDNG & Pie FLNG VNL INST 12/24 OZ, 1370667
Muffin, assorted 2oz tray pack frozen, 3194966
Muffin, Bran, 9014812
Mustard, Brown Spicy, 8367849
Mustard, Packets, Monarch, 1329747, 500 ct
Mustard, Yellow Plastic Jar Shelf Stable Classic, 5736780
Mustard, Yellow Squeeze Bottle Shelf Stable, Monarch, 401190, 12/9 oz
Nutra Shake, Chocolate, Nutra/Balance, Mightyshake, 9151887, 75/4 oz
Nutra Shake, Strawberry, Nutra/Balance, Mightyshake, 2151892 75/4 oz
Nutra Shake, Vanilla, Nutra/Balance, Mightyshake, 1151893, 75/4 oz
Oil, Butter Alternative Soybean Salted Tff Liquid, Beyond, 698688.3/1gal
Oil, Canola Salad, Gem, 3955515, 6/1gal
Oil, Canola, Liquid Fryer HDL, Fry-N-Fry, Harvest VL, 3327053, 35 lbs
Oil, Olive Extra Virgin Imported Italy Salad Plastic Bottle, 5332978
Oil, Sesame Imported Japan Plastic Bottle, 8330219
Onion Fried Lightly Salted Crinkle Cut Bag, Monarch, 2952778, 6/24 oz
Onion Petal, battered .25oz, parfried frozen appetizer, 7494081
Onion Ring, Battered Beer 3/8"" Thin Cut TFF Parfried Frozen Appetizer, 6332290
Onion Ring, BRDD .5 Z TFF 8/2 LB, 4332292
Onion, Dehydrated, Chopped, McCormick, 5539366, 3 lb
Pancake Buttermilk 1.2 oz Heat & Serve Frozen, 7439026
Pancake, Buttermilk Cooked, Eggo, 2265782, 144ct
Pasta, Egg Noodles, 1/4", Roseli, 990481, 10 lb
Pasta, Farfalle Bow Tie, Roseli, 4328951, 2/5#
Pasta, Fettuccine, 997148
Pasta, Lasagna Smooth, Roseli, 6699000, 1/10#
Pasta, Macaroni, Elbow, Heavy Wall, Wall Shelf Stable, Roseli, 9327651, 2/10 lb
Pasta, Orzo Shelf Stable Rosamarina, Roseli, 6328728, 2/5lb
Pasta, Rotini Tri Color Shelf Stable Rainbow, Roseli, 2328805, 2/10lb
Pasta, Seashells, Small or Mini, Roseli, 7327786, 20 lb
Pasta, Spaghetti Shelf Stable, 1298496
Pasta, Spaghetti, #10, Harvest, 997692, 2/10#
Pasta, Ziti Cut Shelf Stable, Roseli, 2227999, 2/10lb
Pea, Green Sweet Canned, Harvest V, 7330061, 6/#10
Pea, Split Green, Sig 5 Star, 7172726, 25 lb
Peanut Butter, Creamy Pet Jar, Monarch, 4327581, 6/ 5 lb
Peanut butter, creamy plastic, JIF, 1544246, 8/40oz

ATTACHMENT E
FOOD AND DIETARY PROVISION SPECIFICATIONS

Peanuts, Granulated, Monarch, 8886137, 3/2#
Pear, Diced Northwest in Extra Light Juice, Monarch, 8791345, 6/#10
Pear, Diced Northwest In Pear Juice Canned, 4328159
Pepper, Banana Hot Crinkle-Cut 5/16"" In Brine Domestic Plastic Jar Shelf ST, 1772698
Pepper, Banana Mild Crinkle-Cut 5/16"" In Brine Domestic Plastic Jar Shelf ST, 1807825
Pepper, Chili Green, 5053069
Pepperoni, Pork Beef Stick 3", Roseli, 9328907, 2/4 LBA
Pepperoni, Pork BF SLCD 16 CT 2/5 LB, 1057108
Peppers, Stuffed, w/ Tomato Sauce, Molly's Kitchen, 9326299, 4/83 oz
Pickle, Bread & Butter Crinkle-cut Chip 320-365 count 1/4"" Glass Shelf Stab, Monarch, 2127466 ,4/1gal
Pickle, Dill Kosher, 3011520
Pie Apple TFF 10"" Unsliced, Devonshire, 4568846, 6.46 oz
Pie Blueberry TFF 10"" Unsliced Raw Frozen, Devonshire, 4571121, 6/46 oz
Pie Boston Cream Unsliced, Devonshire, 4571899, 6/33 oz
Pie Cherry 10"" Unsliced, Devonshire, 4568770, 6/46 oz
Pie Chocolate Cream 10"" Thaw & Serve, Chef Pierre, 4037222, 6/27 oz
Pie Chocolate Mnt Crm Cookie Crust, Chef Pierre,4496436,4/39oz
Pie Filling, Apple, Harvest VL, 7328826, 6/#10
Pie Filling, Cherry, Harvest VL, 9328824, 6/#10
Pie Filling, Peach, Hilltop HR, 8330995, 6/#10
Pie Filling, Pumpkin, Monarch, 1352368, 6/#10
Pie Key Lime Ice Box Grhm Cracker, Chef Pierre, 5247671, 6/37 oz
Pie Peach 10"" Unsliced, Devonshire, 4571501, 6/46 oz
Pie Pumpkin 10"" Unsliced, Chef Pierre, 6023303, 6/43 oz
Pie, APPL LTC 10"" 8 SLCD BKD 6/34 OZ, 6689087
Pie, Apple Dutch, 2012979
Pie, Boston Cream, Devonshire, 4571899, 6/33 oz
Pie, Cherry Crunch 10"" RAW, Chef Pierre. 9243080, 6/46oz
Pie, Lemon Crunch 10""", Chef Pierre, 4223780, 6/46oz
Pie, Lemon Meringue, 9260779
Pie, Peach 10"" (6/46oz), 4571501
Pie, Pumpkin (6/46oz) 4568804
Pie, Shells, Hilltop HR, 4569265, 20/10"
Pie, Strawberry Rhubarb, 8037202
Pierogie Potato Cheese, Mrs T, 578112, 4/7.75 LB
Pimentos, Whole, Import, Intl. Green, 6333488, 24/14oz
Pineapple, Crushed in Natural Juice, Dole, Sexton, 3427648, 6/# 10
Pizza, Cheese 4"" personal, 2903524
Pizza, Cheese Quesadilla Whole Grain, The Max, 5 oz, 96/4.83oz, 5858915
Pizza, CHS 5"" PRSNL WGR CN FZN 60/5.35 OZ, 7843311

ATTACHMENT E
FOOD AND DIETARY PROVISION SPECIFICATIONS

Plantain, Sweet Sliced IQF Frozen, 7468168
Pollock, Breaded 1oz Sticks, Bluewater-t, 5365820, 10#
Pollock, Loin 4 Oz Nordica Style Alaskan Raw Frozen, Viking, 8137382, 1/10#
Popcorn Chse Chedr Wht Pped, Smart Food, 2315307, 104/.625 oz
Pork , Scrapple Loaf 5 lb Ckd Ref, Hatfield, 5886976, 3/5 lb
Pork diced, 8758856
Pork Grnd 80/20 Coarse Raw Ntrl, Patuxent, 3718097, 4/2.5 lb
Pork Loin Back Strap On Bnls, Packer, 7416663,6/6-9 Lb
Pork, Bst But .25" Trm Bls 406 A ,Patuxent,5505406,3/2/8.3 Lb
pork, chop loin, 8336414
Pork, chop shape fritter, 5095187
Pork, loin CC boneless cooked applewood smoked natural, 6816564
Pork, Rib B QR Pattie with Bbq, Classics, 4217369, 52/3.1 oz
POT ROAST, BF CKD FZN W/ GRVY 2/10-15 LBA FONTANINI, 1260777
Potato Au Gratin raw tray frozen, 3340239
Potato Dcd 5/8" Skin-on Red, Cross Valley - 24,2488385
Potato Diced 5/8" Sknlis Russet, Cross Valley, 8343956, 2/10 lb
Potato FF 3/8x3/4 Stk Cut, Smplt Clsc, 5002118, 5/6 LB
Potato FF Stk Cut Tff Line, Harvest Value, 5327044, 6/5 lb
Potato French Fry 1/2" CC, Monarch, 1369776, 6/5 #
Potato hash Brn Shred Ckd, Cross Valley, 731349, 2/10 lb
Potato Mashed Granulated, Basic Am, 929273, 6/5.75 lb
Potato Scalloped Dhy Instant, Basic Am, 1000066, 6/2.25 lb
Potato, Cube 5/8" SKON TFF, Monarch, 7304472,6/6LB
Potato, diced fresh ref, packer, 4006508, 30#
Potato, Diced White, Monarch, 3330040, 6/#10
Potato, French Fry 1/2" CC, Tater Pals, 7007040, 6/5#
Potato, French Fry Sweet 3/16 x 3/8, Monarch, 2855724,5/3#
Potato, French fry wedge 8 cut , 6382675
Potato, French-Fry 1/2" Crinkle-Cut TFF Line Flow Frozen, 782300
Potato, French-fry Waffle, Ore-ida, 8085078, 6/4.5#
Potato, Hash Brown Shred Iqf Frozen, Harvest 8327918, 6/3#
Potato, Hash Brown, Oven Ready, Triangle Patty, Simplot, 8018475, 6/5 lb
Potato, Red Skin, Tri Wedge 4/5#, Simplot, 2007078
Potato, Sliced White, Monarch, 4330049, 6/#10
Potato, Sweet Canned Light Syrup, Harvest Value, 2997162, 6/#10
Potato, Sweet Mashed, Mon-D, 4328605, 6/#10
Potato, Sweet Tater Nugget, Monarch, 2848380, 6/2.5#
Potato, Swt Whl Can 30-40 CT, Mon-D, 6599075, 6/#10 CN
Potato, Tater NUGGET, Traditional, 392027, 6/5 lb
Potpie Chix Fzn, Banquet, 6049936, 24/7 oz
Pretzel Twists Tiny SS Vending Pack, Rold Gold, 3258225, 120/.5 oz

ATTACHMENT E
FOOD AND DIETARY PROVISION SPECIFICATIONS

Pretzel, soft plain .31oz parbaked bulk frozen, 8019424
Pretzel, Twist Classic Tiny, Rold Gold, 416354, 6/16oz
Prune Juice 3672326
Prune, Whole Pitted in Water 160ct, Sunsweet, 4885180, 6/#10
Pudding, Banana Rtu, 7327315, 6/#10
Pudding, Butterscotch, Monarch, 6327316, 6/#10
Pudding, Chocolate, Instant, Monarch, 8370652, 12/24oz
Pudding, Chocolate, Snack Pack, Hunts, 8102758, 48/4 oz
Pudding, rice (6/#10) 1358845
Pudding, Tapioca, Monarch, 6673681, 6/#10
Pudding, Vanilla, Snack Pack, Hunts, 7102759, 48/4 oz
Ravioli, Beef in Tomato Sauce, Molly's Kitchen, 861286, 6/#10
Ravioli, Cheese, 1.18oz round, 2243944 10#
Relish, Pkl SwtPlst Jar Shlf, Monarch, 7746572, 4/1 GA
Relish, Sweet, Individual, Cooks, Heinz, 9009218, 200/ct
Rice Jasmine Raw, Rykoff, 4175479, 20 LB
Rice, brown vegetable, 7853658
Rice, Spanish Parboiled, Monarch, 4411450, 6/36oz
Rice, white long grain, 4326526
Rice, Pilaf, 4009221
Roast Beef Top Ins Rnd, Metro Deii, 2669117, 2/6-9 lb
ROAST BEEF, TOP INS RND C/O DF 2/5-9 LBA, 1007005
Salad, Macaroni Elbo, Mollys Kitchen, 5724199, 2/8#
Salami, Cooked Fresh Beef & Pork 4""diam., Hatfield, 3242286, 2/7.5 lb
Salisbury Steak, Pre-Cooked, Advanced, 7160591, 114/3 oz
Salsa, Mild CND SHLF STABL SCE 6/#10 CN, 53207
Salt Table Iodized, Monarch, 9329905, 24/26 oz
Salt, Iodized Shaker Plastic, Diamond Crystal, 7001563, 48/4 oz
Salt, Kosher Coarse, Monarch, 4999470, 12-3lb
Sauce, BBQ Blue Ribbon Texas Plastic, Ken's, 1332196,4/1gal
Sauce, BBQ Cup, Monarch, 6329627, 200/1oz
Sauce, Cheddar Cheese, Harvest, 3776309, 6/#10
Sauce, Chili can , Monarch-d, 2488810, 6/#10
Sauce, cocktail, 2647618
Sauce, Horseradish SS, Heinz, 1032184, 200/12gr
Sauce, Pizza Tomato W/ Basil, Monarchd, 3328150, 6/#10
Sauce, Soy plastic jug, Kikkoman, 8002164 CASE 39.59 OR EACH 10.10?
Sauce, Soy plastic jug, La Choy, 7024367
Sauce, Spaghetti Tomato Can Shelf Stable Fancy Pasta, 3328168
Sauce, Spaghetti, Meatless, Harvest, 9330002, 6/# 10
sauce, sweet & sour, 4024725
Sauce, Sweet & Sour, Kraft, 72124, 100/1oz

ATTACHMENT E
FOOD AND DIETARY PROVISION SPECIFICATIONS

Sauce, Tomato, Mon'D, 7328503, 6/#10
Sauce, TRTR SS Pouch 200/12 GR Heinz, 9281635
Sauce, TRTR SS Pouch SHLF 200/12 GR, 580533
Sauce, Worcestershir, Monarch, 3636982, 4/1gal
Sauerkraut, Fresh, K&Z, 7358880, 5 Gal
Sauerkraut, Shred Canned, Monarch-d, 9330077,6/#10
Sausage Pork Link 1 Z Skinless, Jimmy Dean, 8155749, 10 LB
Sausage Sub, Patty Meatless Vegetable, Morning Star, 1140284,112/1.34
Sausage, 8"" Ital Milld link, 4 oz, Roseli, 6328082, 40/4oz
Sausage, Bulk, 80% Lean, Not in Casing, Hatfield, 4437679, 2/10 lb
Sausage, Italian mild, 5968508
Sausage, polish, 960657
Sausage, Pork Patty 2 oz, Hatfield, 1017441, 10 lb
Sausage, Pork PTY 2 Z 3.25"" 10 LB, 1063155
Seasoning, Adobo w/Pepper Powder Shaker Shelf Stable Spice, 2722957
Seasoning, Azafran Sazon, Goya, 6263388, 36/8/.17 ---- SPECIAL ORDER
Seasoning, Garden No Msg Salt Free, Monarch, 4501227, 19 oz
Seasoning, Home fry No MSG salt free shelf stable spice, 1353457
Seasoning, Sazon w/Cilantro & Achiote Shelf Stable Spice, 4607933
Seasoning, Steak, Monarch, 778431, 26-oz
Seasoning, Taco, 4353462
Sell, Taco Corn Yellow 5" Hard Shelf Stable Tortilla, 3351095
Sherbet, Lime Gltn/Fr Cup Frz, Luigi's, 2519759, 96/4oz
Sherbet, Orange (48/4oz) 2881075
Shortening, Frying Canola Corn Soybean 3 Way Blend, Liquid TFF Oil, 3887130
Shrimp, BRDD PNKO 80-120 FZN 12/7.5 OZ, 7853096
Shrimp, cooked 150-200, 1910850
Snack Bar Grnla Chwy Asst SS, Nature Vly, 6151161,120/1 oz
Snack Bar Otml Choc Chip IW, Appleways, 3998226, 160/2.4 oz
Snack Mix Chx Trdl CH/FR, Chex, 6207583, 60/1.75 oz
Soda, Cola, Diet, Shasta, 6273817, 48/ 8 oz
Soda, Cola, Shasta, 2273811, 48/8 oz
Soda, Gingerale, Diet, Shasta, 9273814, 48/8 oz
Soda, Gingerale, Shasta, 7273816, 48/8 oz
Soda, Lemon Lime, Diet, Shasta, 7274152, 48/8 oz
Soda, Lemon Lime, Shasta, 1273952, 48/8 oz
Soup Cream Chicken, Campbell, 4001947, 12/50 oz
Soup Mushroom Cream, Campbell, 7001951, 12/50 0z
Soup, BROCHS CNDSD ADD Milk 3/4 LB, 9326562
Soup, celery Cream 3001948
Soup, Chicken Noodle Canned shelf stable, 6001945
Soup, Chicken Noodle Rtu low sodium, Campbells, 4007951

ATTACHMENT E
FOOD AND DIETARY PROVISION SPECIFICATIONS

Soup, Chicken noodle. RTU easy open, Campbell, 5001987
Soup, Corn Chowder (3/4#) 2045093
Soup, Tomato, Campbell Only, 9546888, 12/50 oz
Soup, Tomato, Campbell's, 3001989, 24 ind/cans/7.25 oz
Soup, Vegetable Garden (3/ 4#) 8326555
Sour Cream, Cltd All Ntrl Tub, Glenview Farms, 2739175, 4/5 lb
Sour Cream, Glenview Farms, 2761791, 100/1oz
Spice Pepper Black Shaker, Monarch, 6492672, 48/1.5 oz
Spice, Allspice Ground, Monarch, 760553, 1/16oz
Spice, Basil Leave Dried, Monarch, 760041, 1/5.5oz Btl
Spice, Basil Leaves, Whole, Monarch, 897868, 26 oz
SPICE, BAY LEAF WHL DRIED PLST 12 OZ, 760793
Spice, Bay Leaves, Whole Dry Shelf Stable, Monarch, 760066, 2oz
Spice, Celery Seed, Monarch, 760090, 16 oz
Spice, Chili Dark Powder, McCormick, 1401124, 1-20oz
Spice, Chive Chopped Plastic Shaker Shelf Stable Seasoning, 760140, 1oz can
Spice, Cinnamon, Monarch, 5353115, 16 to 18 oz
Spice, Cloves, Ground, Monarch, 760678, 16 oz ea
Spice, Coriander Ground Shelf Stable Seasoning, 760181, 14oz can
Spice, Cumin Ground Plastic Shaker, Monarch, 760629, 1-16 oz
Spice, Dill Weed, Monarch, 778423, 5.5 oz
Spice, Fennel Seed Whole Plastic Shaker Shelf Stable Seasoning, 7449440
Spice, Garlic Granulated Plastic Jug Shelf Stable Seasoning, 760926
Spice, Garlic powder, Monarch, 2501161, 21 oz
Spice, Ginger, Ground, Benjamin, 760306, 15 oz
Spice, Mustard, Colman's, 9032400, 16oz
Spice, Nutmeg, Ground, Monarch, 760355, 16 oz
Spice, Onion powder, Monarch, 4353280, 20oz
Spice, Oregano Leaves, Whole, Monarch, 760397, 5oz
Spice, Paprika, Monarch, 760587, 18 oz
Spice, Parsley Flake Plastic Jug, 760868, 11 oz
Spice, Pepper White Ground, Monarch, 6353403, 18oz
Spice, Pepper, Packets, Diamond, 9029323, 3m/cs
Spice, Poultry Seasoning, Monarch, 760595, 10 oz
Spice, Rosemary 760652
Spice, Sage Leaf Rubbed, Monarch, 760603, 1/6oz
Spice, Salt, Packets, Diamond, 7029325, 3 m
Spice, Seasoning, Chesapeake Bay Shelf Stable Spice, Monarch, 4920617,26oz
Spice, Seasoning, Salt Sub Organic Blend, Monarch, 3569548, 500/.6gr
Spice, Sesame Seed Whole Plastic Shaker Shelf Stable Seasoning, 761734
Spice, Thyme, Monarch, 760546, 13 oz
Spinach Chopped, Grade A, Monarch, 7899602, 12/3#

ATTACHMENT E
FOOD AND DIETARY PROVISION SPECIFICATIONS

Spoon, Tea Heavyweight White Polystyrene (bulk plastic) Qty: 1000 8740003
Sprinkles, Rainbow Jimmies, Fisher, 8298499,4-6lb
Squash, Butternut, 3328390
Squash, Yellow Sliced, 9328063
Strawberry, Sliced 9+1 Frz, Monarch, 6/6 lb, 3781952
Sugar, Brown, Domino, 2002277, 12/1 lb Bags Sugar, Brown, Domino, 2002277, 12/1 lb bags
Sugar, Confectionary, Domino, 6418669, 50 lb
Sugar, Granulated, Monarch, 8383283, 50 lb
Sugar, Raw .16 Oz Ss Packet Crystal Cane , US Foods, 2939791, 1200 Ea
Sugar, Substitute, Sweet Life, 2945517, Packets, Case
Sugar, White SS, Domino, 4005716, 2000ea
Supplement, Prosource Nutrional Powder Protein, Prosource, 7207590, 6/9.7oz
Supplement, Prosource Nutritional, Medtrition, 5533765,100/1 oz
Surimi, Imitation Crabmeat Chunk & Flake, 8366296, 4/2.5#
Syrup, Pancake Diet 1143197
Syrup, Pancake Maple Flavored Sugar-free Plastic Bottle Shelf Stable, Monarch, 5936042, 12/12oz
Syrup, Pancake, Harvest, 9327636, 4/1 Gal
Syrup, PNCK MAPL FLVRD SS Cup 100/1.5 OZ, 2017309
Syrup, PNCK MAPL FLVRD SG/FR 100/1.1 OZ, 1143197
Tea Bag, Hot BLK ORNG PEKO DCF 5/100 EA, 183103
Tea Bags, Hot Envelope, Caffeinated, Lipton, 4002259, 10/100ea
Tea, Iced Black Unsweetened Decaf, Ardmore, 520015, 96/4oz
Thickener, Food AP Instant, Thick & Es, 8199564, 25 LB
Tilapia, 3-5 Oz Fillet Boneless Shallow Skinned Raw Iqf Frozen , Harbor Banks, 7665482, 1/10#
Tomato Paste, Hunts, 9000571, 6/#10
Tomato Slcd Stwd Pld Cnd, Monarch, 9330176, 6/#10
Tomato, diced 3/4 in juice peeled canned, 9328493
Tomato, Diced w/Cilantro Lime Green Chili in Juice Unpeeled Canned Mexican, 8854457
Topping Marshmallow Cream, Monarch, 7327695, 6/#5
Topping Reses Peanut Butter Cup, 429233,4/5lb
Topping Whipped Nondairy Ultra Pasteurized, Glenview, 843771, 12/15 oz
Topping, Carmel, 3349354
Topping, Choc Hot Fudge, Monarch, 3555034, #10 can (breaker)
Topping, Strawberry, Crushed, Monarch, 5396163, 3/115oz breaker
Topping, Whipped Non Dairy in Bag, OnTop, 4000840, 12/16 oz
Topping, Whipped Topping Ready to Whip, Glenview Farms, 180588, 12/32 oz
Tortilla, Flour 12"" PRSSD SHLF 8/12 EA, 8337680
Tray, Foam Serving 14x18 1 Cmpt White Laminated, Monogram, 792838, 100 ea
Tuna, Chunk Light Water Pack, Chicken of the Sea, 2010403, 6/66.5 oz
Turkey, Breast Smoked Multi Piece , Jennie-O ,6364038 2/9-10 lb
Turkey, Breast Skin-on Raw- Cook in bag, Patuxent, 7833239, 2/10# LBA

ATTACHMENT E
FOOD AND DIETARY PROVISION SPECIFICATIONS

Turkey, Diced, Cooked, All White Meat, Jennie-O, 2294882, 2/5 lb case
Turkey, ground coarse all natural raised, 85% lean raw dark, 6522929
Turkey, patty burger 4oz, 6431472
Veal, PTY BTRD BRDD 4 Z CKD 40/4 OZ, 9213192
Vegetable blend Capri, 7328396
Vegetable Blend, Scandinavian, Monarch, 7328339, 12/2 lb
Vegetable Blend, Sicilian, Monarch, 5546940, 6/4#
Vegetable Blend, Winter Mix, Harvest Value, 7328461, 1/20#
Vegetable, Blend, cape cod, 5940481
Vegetable, Blend, Fajita cut Unseasoned Domestic Frozen Multipurpose, Monarch, 12/2lb, 8327579
Vegetable, Blend, Oriental Frozen, Monarch, 3328333, 12/2lb
Vegetable, Broccoli, Chopped, Harvest Value, 7328487, 12/2.5#
Vegetable, California Blend, Broccoli, Cauliflower, Sliced Carrots, Frozen, Harvest VL, 2328482, 20 lbs
Vegetable, Carrot, Diced Frozen, 6328389, Harvest VL, 20 lb.
Vegetable, Carrots, Sliced, Frozen, Monarch, 2328359, 12/2#
Vegetable, Cauliflower, Battered IQF, Presentations, 8332561, 6/2#
Vegetable, Cauliflower, Frozen, Harvest, 1328475, 20lb
Vegetable, corn Sweet Battered Nugget Tff lqf Frozen, Presentations, 9332651, 6/2lb
Vegetable, Corn, Cream Style, Monarch, 8330086, 6/#10
Vegetable, Green Beans, Cut 4 Sieve Canned Fancy, Monarch-D, 1330158, 6#/10
Vegetable, Green Beans, Cut, Frozen, Harvest, 3328226, 20 lb
Vegetable, Peas and Carrots, , Harvest, 9328451, 20 lb
Vegetable, Peas, Green, Harvest Valley, 8328247, 20# cs
Vegetable, Peppers, Green, Diced Water Pack, Mon-D, 9328345 12/2/# Frozen
Vegetable, Spinach, Chopped Domestic Frozen, Harvest, 8630287, 12/3lb
Vegetable, Wax Beans, Frozen, Monarch, 2328383, 20 lb
Vegetable, Zucchini, Sliced, Frozen, Monarch, 6328397, 12/3 lb
Vinegar, Cider, Monarch, 4328332, 4/1 gal
Vinegar, White, Monarch, 4/1 gallon, 1328335
Waffle, Homestyle 1.25 Heat & Serve, Hilltop HR, 2134093, 144/1.25 oz
Waffle, Homestyle Cooked, Eggo, 5152902, 144 ct
WATER, DISTILLED PLASTIC JUG SHELF STABLE, 4959990
Water, Lemon Thicken Nectar, T&E, 9235490, 24/4 oz
Water, Lemon Thickened Honey, T&E, 6235493, 24/4 oz
Water, PRFID PLST BTL Twist 24/8 OZ, 6256160
Water, Purified, Thirster, 5488748, 24/16.9oz
Water, Spring Jug, Deer Park, 2924835, 6/1gal
Wine, Sauterne 8222564
Yogurt Peach Blended Ft/Fr, Upstate Fm, 1385046, 12/8 oz
Yogurt Plain Greek All Natural, Glenveiw Frms, 1980077, 6/32 oz

ATTACHMENT E
FOOD AND DIETARY PROVISION SPECIFICATIONS

Yogurt Rsp Blended Fat Free, Upstate, 324368, 48/4 oz
Yogurt Stwby Bana blnded low, Upsate Farms, 324459, 48/4 oz
Yogurt Vanilla Greek Rbst Free, Glenveiw Frms,1980085,6/32 oz
Yogurt, Asst Straw-blue-rasp, Dannon Lite & Fit, 2512952, 4/12/4oz
Yogurt, Asst Straw-Peach FF, Dannon Lite & Fit, 6604144, 12/4/40z
Yogurt, Gogurt, 7177112
Yogurt, Vanilla Blended FT/FR RBST, Light& Fit,8124588,6/32 oz
Yogurt Stwby Blended Ft/Fr, Upstate Fm,324319,48/4 oz

French Cheesecake Mix, Gage
Frosty Cream, Chocolate, Gage
Frosty Cream, Vanilla, Gage
Oh My! Peanut Butter Pie, Gage
Pie Fill Conditioner, Gage
Frosty Cream, Strawberry, 4/#10, item # G1990,
Gage

Nepro: Mixed Berry
Nepro: Butter Pecan (62090)
Nepro: Homemade Vanilla
Osmolite 1 cal, unflavored
Juven, Fruit Punch
Juven, Orange
TwoCal HN, Vanilla
Hi-Cal Vanilla
Glucerna Shake: Straw-Very-Berry
Glucerna Shake: Chocolate
Goodness
Glucerna Shake: Homemade Vanilla
Ensure Pudding: Butterscotch
Ensure Pudding: Chocolate
Ensure Pudding: Vanilla
Ensure Plus: Strawberry
Ensure Plus: Chocolate
Ensure Plus: Vanilla
Ensure Liquid: Creamy Milk
Chocolate
Ensure Liquid: Strawberries &
Cream
Ensure Liquid: Homemade Vanilla
Enlive!: Mixed Berry 32/6.7oz
Enlive!: Apple 32/6.7oz

ATTACHMENT F – BERKS HEIM – KITCHEN EQUIPMENT LIST

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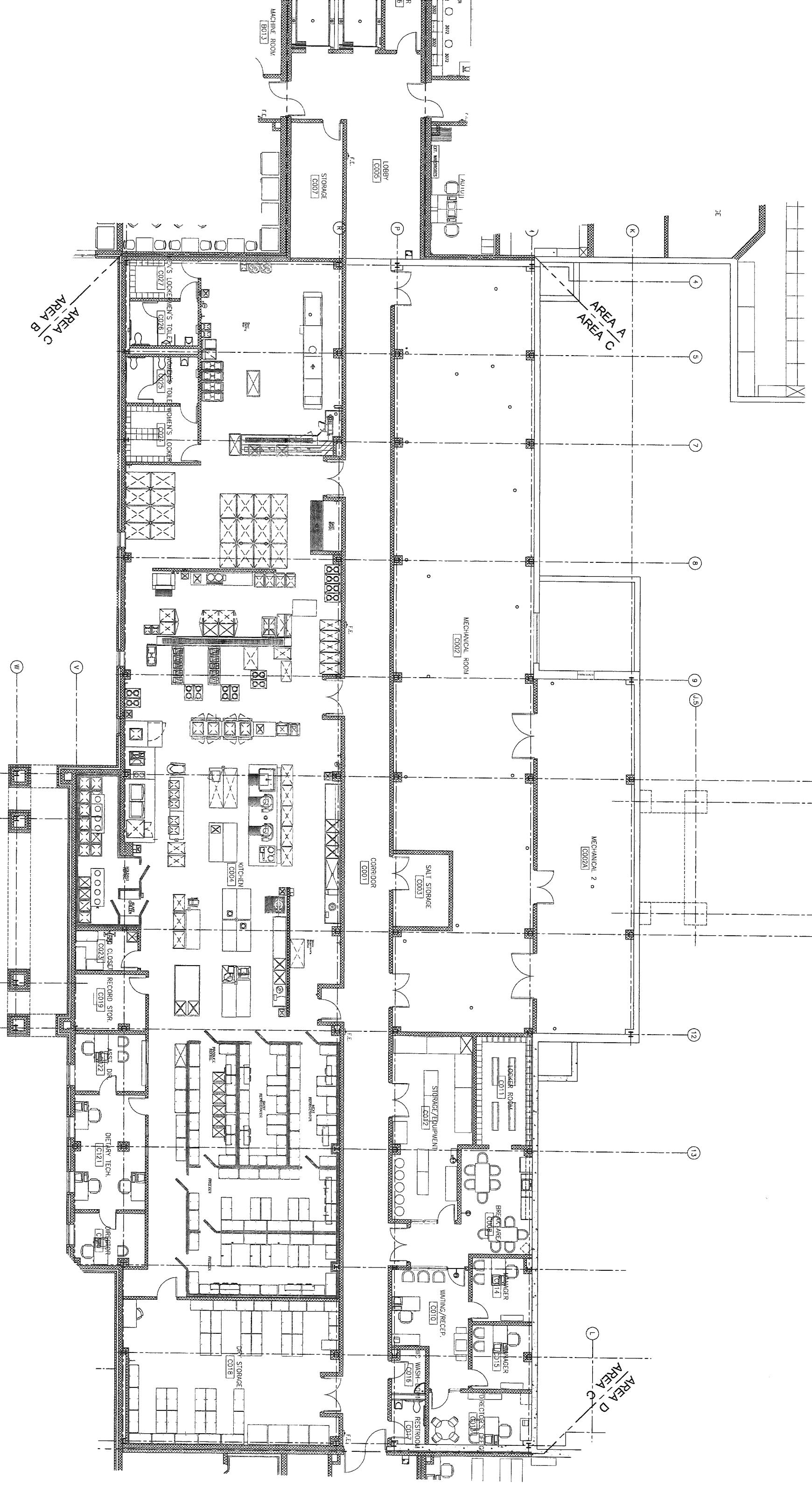
ATTACHMENT F
BERKS HEIM KITCHEN EQUIPMENT

<u>QUANTITY</u>	<u>EQUIPMENT ITEM</u>	<u>MANUFACTURER</u>	<u>ESTIMATED AGE</u>
1	Convection Steamer, Electric	Cleveland	2
1	Convection oven, double deck, electric	Vulcan	unknown
2	40 gallon steam kettles	Cleveland	2
1	Double 10 gallon steam kettles	Cleveland	2
1	VCM Hobart Vertical Food Processor	Hobart	unknown
1	40 gallon tilting braising Pan	Hobart	unknown
1	Hobart Mixer 80 QT	Hobart	unknown
1	Hobart Mixer 20 QT	Hobart	unknown
3	Counter/Food Disposals	Savajor	unknown
1	Buffalo Food Chopper/processor	Hobart	unknown
4	Walk-in Refrigerators	TAFCO	unknown
2	Walk-in Freezers	TAFCO	unknown
1	Blast Chiller	TAFCO	unknown
1	Baxter Rotary Vertical Oven	Baxter	1
3	9" plate dispenser, electric	Transferred from BH	unknown
4	9" pellet dispensers, electric	Transferred from BH	unknown
1	20 FT Trayline Conveyor	No brand	unknown
2	2 door vertical roll-in food warmer ovens	Tauslen	varies
1	Commercial Microwave oven	Panasonic	unknown
1	Double electric burner stove	Vulcan	unknown
1	Dairy/Beverage Refrigerator	Beverage Air	unknown
4	Vertical Air Curtain Trayline refrigerator	Trauslen	unknown
1	Coffee Urn, 2 – 3 gallon units	Curtis	unknown
1	Ice Machine, 1000 Lbs bin	Follett Products	3
1	Vertical Freezer, white 24 sq ft	Non commercial unit	unknown
1	Chest Freezer, 10 sq ft	Non commercial unit	unknown
1	Pot & pan washer soaker	Soak Inc.	3
1	Dishmachine 20 FT Flight	Hobart	unknown
1	2 door Reach-in Refrigerator	Beverage Air	unknown
2	5 well electric steam tables/warmer shelf	Servo Lift	unknown
1	Exhaust Hood 24 FT x 10 FT SS	Custom	unknown
1	Exhaust Hood 20 FT x 10 FT, SS	Custom	unknown
21	Meal Delivery food carts, 20 tray capacity	Servo lift	unknown
1	Conveyor Toaster	Hatco	unknown
1	Hobart Meat Slicer	Hobart	unknown
2	Commercial Food Blenders	Warring	unknown

ATTACHMENT G – BERKS HEIM – KITCHEN FLOOR PLAN

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ATTACHMENT G - BERKS HEIM KITCHEN FLOOR PLAN



1
FURNITURE FLOOR PLAN - AREA C
A9.07
SCALE: 1/8" = 1'-0"

ATTACHMENT H – WORKER PROTECTION AND INVESTMENT
CERTIFICATION FORM BOP-2201

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WORKER PROTECTION AND INVESTMENT CERTIFICATION FORM

A. Pursuant to Executive Order 2021-06, *Worker Protection and Investment* (October 21, 2021), the Commonwealth is responsible for ensuring that every worker in Pennsylvania has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with Pennsylvania's Unemployment Compensation Law, Workers' Compensation Law, and all applicable Pennsylvania state labor and workforce safety laws including, but not limited to:

1. Construction Workplace Misclassification Act
2. Employment of Minors Child Labor Act
3. Minimum Wage Act
4. Prevailing Wage Act
5. Equal Pay Law
6. Employer to Pay Employment Medical Examination Fee Act
7. Seasonal Farm Labor Act
8. Wage Payment and Collection Law
9. Industrial Homework Law
10. Construction Industry Employee Verification Act
11. Act 102: Prohibition on Excessive Overtime in Healthcare
12. Apprenticeship and Training Act
13. Inspection of Employment Records Law

B. Pennsylvania law establishes penalties for providing false certifications, including contract termination; and three-year ineligibility to bid on contracts under 62 Pa. C.S. § 531 (Debarment or suspension).

CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the contractor/grantee identified below, and certify that the contractor/grantee identified below is compliant with applicable Pennsylvania state labor and workplace safety laws, including, but not limited to, those listed in Paragraph A, above. I understand that I must report any change in the contractor/grantee's compliance status to the Purchasing Agency immediately. I further confirm and understand that this Certification is subject to the provisions and penalties of 18 Pa. C.S. § 4904 (Unsworn falsification to authorities).

<i>Signature</i>	<i>Date</i>
<i>Name (Printed)</i>	
<i>Title of Certifying Official (Printed)</i>	
<i>Contractor/Grantee Name (Printed)</i>	