

Date Received SED Use Only	The University of the State of New York NEW YORK STATE EDUCATION DEPARTMENT Child Nutrition Programs Administration 89 Washington Avenue, Room 375 EBA Albany, NY 12234 Telephone: (518) 473-8781 Fax: (518) 473-0018 Web Address: www.cn.nysed.gov	Docutrax Stamp Here SED Use Only
--------------------------------------	---	--

TYPE II 2019-2020 Food Service Management Company Contract

This solicitation document is an Invitation for Bid (IFB), also known as competitive sealed bidding, where the primary consideration is cost. The expectation of this IFB is that bids will be received, and an award will be made to the responsive and responsible bidder whose bid is the lowest price. An IFB is a formal method of procurement that uses sealed bidding and results in a fixed price contract. This document is not a Request for Proposals (RFP), which allows for the evaluation of other factors in addition to cost and results in a "best value" contract.

School Food Authority: Pelham Union Free School District **LEA Code:** 6616013000

Program(s) – Please check all that apply:

- ☒ National School Lunch Program
- ☒ School Breakfast Program
- ☐ Afterschool Snack Program
- ☐ Summer Food Service Program

SFA Contract Manager Information:

SFA Contract Manager: James Hricay
 Title: Assistant Superintendent for Business
 Phone Number: 914.738.9140
 Email: jhricay@pelhamschools.org

Food Service Management Company Information:

Food Service Management Company: _____
 Bid Price: _____

Table of Contents

TABLE OF CONTENTS	2
TYPE II 2019-2020 FOOD SERVICE MANAGEMENT COMPANY CONTRACT CHECKLIST	4
FORM #1 – 2019-2020 SFA AMENDMENTS TO NYSED PROTOTYPE CONTRACT.....	5
2019-2020 AMENDMENTS TO NYSED PROTOTYPE CONTRACT CONTINUATION SHEET(S).....	6
FORM #2 – COVER PAGE.....	8
FORM #3 – BID SUMMARY FORM	9
FORM #4 – BOARD MINUTES FORM	10
FORM #5 – NOTARIZED AFFIDAVIT OF PUBLICATION FORM.....	11
FORM #6 – DEBARMENT OPTION A (SFA FORM)	12
FORM #7 – DEBARMENT OPTION B	13
INSTRUCTIONS FOR FORM #7	14
FORM #7A – CERTIFICATION REGARDING LOBBYING	15
INSTRUCTIONS FOR FORM #7A.....	16
FORM #7B – DISCLOSURE OF LOBBYING ACTIVITIES.....	17
FORM #8 – PREPARATION OF BID SPECIFICATIONS FORM	18
FORM #9 – CERTIFICATE OF INSURANCE FORM.....	19
FORM #10 – PERFORMANCE SECURITY	20
FORM #11 – SUMMER FOOD SERVICE PROGRAM	21
FORM #11A – SUMMER FOOD SERVICE PROGRAM.....	22
FORM #11B – SUMMER FOOD SERVICE PROGRAM CONTINUATION SHEET.....	23
SUMMER FOOD SERVICE PROGRAM QUALITY CONTROL PLAN	24
FORM #12 – AFTERSCHOOL SNACK PROGRAM	25
FORM #13- CIVIL RIGHTS ASSURANCE.....	26
AGREEMENT SECTION	26
CORPORATE AFFIDAVIT	41
BIDDING REQUIREMENTS/ SPECIFICATIONS SECTION	42

FINAL RULE NUTRITION STANDARDS IN THE NATIONAL SCHOOL LUNCH AND BREAKFAST PROGRAMS (SCHOOL YEAR 2019-2020)	47
IMPLEMENTATION TIMELINE.....	48
2019-2020 BID FORM (OPTION 1)	51
EXHIBIT #1: 2019-2020ANNUAL FINANCIAL BUDGET PROJECTION	52
2019-2020 BID FORM (OPTION 2)	ERROR! BOOKMARK NOT DEFINED.
EXHIBIT #2A: 2019-2020 ANNUAL FINANCIAL BUDGET PROJECTION	54
EXHIBIT #2B: 2019-2020 ANNUAL FINANCIAL BUDGET PROJECTION	55
EXHIBIT #2C: 2019-2020 ANNUAL FINANCIAL BUDGET PROJECTION	56
SCHEDULE A	58
SCHEDULE B	59
SCHEDULE C.....	60
SCHEDULE D1	61
SCHEDULE D2	62
SCHEDULE E.....	63
SCHEDULE F.....	64
SCHEDULE G	65
SCHEDULE H	66
SCHEDULE I.....	67
APPENDIX A	68
APPENDIX B.....	70
NON-COLLUSIVE BIDDING CERTIFICATION FORM.....	74

TYPE II 2019-2020 Food Service Management Company Contract Checklist

** Required - Fill out this form completely, sign and return it with the entire packet for all pre-bids or executed contracts.*

Ensure that your packet contains all the items required by checking each one to certify that they are included in the bid documents submitted. The items below indicated by an asterisk (*), must be completed and submitted with the pre-bid. Complete Pre-bid Contracts must be emailed to cn@nysed.gov 30 days prior to letting bids.

REQUIRED FORMS

- | | |
|---|--|
| <input type="checkbox"/> SFA Amendments - Form #1 & Form 1A
(submit only if changing SED prototype with any additions and/or deletions)* | <input type="checkbox"/> Preparation of Bid Specifications – Form #8 |
| <input type="checkbox"/> Cover Page – Form #2* | <input type="checkbox"/> Certificate of Insurance – Form #9 |
| <input type="checkbox"/> Bid Summary – Form #3 | <input type="checkbox"/> Performance Security (if applicable) – Form #10 |
| <input type="checkbox"/> Board Minutes (if not lowest bidder) – Form #4 | <input type="checkbox"/> SFSP Site List – Form #11A and B |

AGREEMENT SECTION

- | | |
|--|---|
| <input type="checkbox"/> Agreement Section
(Date of Agreement/SFA/FSMC names) | <input type="checkbox"/> Term of Contract (MM/DD/YYYY)* |
| <input type="checkbox"/> Agreement Section
(Awarded FSMC submitted proposal date) | <input type="checkbox"/> Original Signature of Board President and Date |
| <input type="checkbox"/> Circle Responsible Part (See Table of Contents)* | <input type="checkbox"/> Original Signature of FSMC/Title and Date |
| <input type="checkbox"/> Complete All Required Blanks (See Table of Contents)* | <input type="checkbox"/> Original Corporate Affidavit for FSMC signing contract |

BID SPECIFICATION SECTION

- | | |
|--|---|
| <input type="checkbox"/> Indicate Child Nutrition Programs currently participating in* | <input type="checkbox"/> Food Based Menu Plan and Implementation Timeline |
| <input type="checkbox"/> Specify any Child Nutrition Program SFA anticipates entering* | <input type="checkbox"/> Purchase Specifications |
| <input type="checkbox"/> Prior year's participating and meal pricing information* | <input type="checkbox"/> Performance Security (See Table of Contents)* |
| <input type="checkbox"/> Insert student and adult meals and a la Carte prices* | <input type="checkbox"/> Select Bid Option 1 or 2* |
| <input type="checkbox"/> Specify meal service locations and times* | <input type="checkbox"/> Attach applicable information in Schedules A – I* |
| <input type="checkbox"/> Specify additional non-nutritious foods (if applicable)* | <input type="checkbox"/> Original signatures on Non-Collusive Bid Statement |

I certify that the above items have been checked for accuracy and are included in the agreement and bid specifications submitted for review.

Signature: _____ **Title:** _____
Printed Name: _____ **Date:** _____

Submit the executed contract for review and approval. The final contract includes all documents included by the SFA in the invitation to bid and all documents submitted by the FSMC that have been mutually agreed upon by both parties (i.e., work sheets, attachments, schedules and operating cost sheets). Omissions and inaccuracies in the contract will cause delays in approval and your receipt of reimbursement.

Complete All Blanks or Specify N/A If Not Applicable.

Please put an "X" through non-applicable sections. Do not delete page(s) from the document.

FORM #1 – 2019-2020 SFA Amendments to NYSED Prototype Contract

(This form is required for School Food Authorities altering, adding and/or deleting to sections of the NYSED Prototype Contract)

Regulations require that any changes by the SFA to the 2019-2020 SED Type II Contract Prototype be approved by SED prior to executing the contract. Therefore, any changes by the SFA to the agreement section and/or the specifications section of the SED prototype contract must be specified below on this form referencing the applicable page number and section specifying the proposed amendment. E-mail this form with the entire attached Type II contract to cn@nysed.gov for review and approval 30 days prior to letting bids. Once the amendments are approved by SED, this page must be resubmitted with the executed contract signed by the Board President and the FSMC awarded the contract agreeing to the approved amendments.

Please note: Reordering pages including additional pages and/or boilerplate attachments to the existing SED prototype contract for SED review/approval is not allowable; doing so will result in your submission being returned in its entirety unapproved.

Please complete the following information (refer to table of contents for page number, section, section name and section number).

School Food Authority: Pelham Union Free School District **LEA Code:** 66160130000

SFA Amendments: **Submitted by:** HMB Consultants, LLC **Date:** 5/10/2019 **Phone:** 518.441.6475

1. The contract is amended as follows (check one): ☒ Agreement Section ☐ Bidding Requirements/Specifications
SFA proposed Amendment to this section: **Page #:** 61 **Section Name:** Schedule A **Section #:** Sch A
21-Day Sample Menu; A - Menu Information and Promotions

2. The contract is amended as follows (check one): ☒ Agreement Section ☐ Bidding Requirements/Specifications
SFA proposed Amendment to this section: **Page #:** 62 **Section Name:** Schedule B **Section #:** Sch B
B1 – Food and Procurement Item Specifics; B2 – Other Specifications for Food and Procurement

3. The contract is amended as follows (check one): ☐ Agreement Section ☒ Bidding Requirements/Specifications
SFA proposed Amendment to this section: **Page #:** 67 **Section Name:** Schedule F **Section #:** Sch F
Letter to Ms. Jamie Mc Millian regarding the Food Safety Plan

Please use Form #1A (Continuation Sheet) if additional space is required.

NYSED Pre-Reviewed ONLY	
Date reviewed by NYSED: _____	
<i>The parties below agree to the approved amendments by NYSED as part of the contract. (Original signature required in blue ink)</i>	
Board President: _____	FSMC Representative: _____
SFA Name: _____	FSMC Name: _____
Date: _____	Date: _____

2019-2020 Amendments to NYSED Prototype Contract Continuation Sheet(s)

FORM #1A (Continuation Sheet): Page # 2 of 2

School Food Authority: Pelham Union Free School District LEA Code: 66160130000

4. The contract is amended as follows (check one): ☐ Agreement Section ☒ Bidding Requirements/Specifications

SFA proposed Amendment to this section: Page #: 68 Section Name: Staffing Schedules Section #: G1-3

G1-Staffing Requirements for the 2019-20 School Year, G2- Labor Summary Form, G3-Various labor requirements

5. The contract is amended as follows (check one): ☐ Agreement Section ☒ Bidding Requirements/Specifications

SFA proposed Amendment to this section: Page #: 69 Section Name: USDA Foods Section #: Sch H
USDA Foods Direct Diversion and Brown Box Information

6. The contract is amended as follows (check one): ☐ Agreement Section ☒ Bidding Requirements/Specifications

SFA proposed Amendment to this section: Page #: 70 Section Name: Schedule I Section #: Sch I1-I9a

I1-Notice to Bidders & Site Visitation Form; I2-Pertinent Information on Buildings and Programs; I3 - P & L Statement Agreement; I3a - Sample P & L Statement; I4 - FSMC Bid Submission Format; I5 - Charging and No Shaming Policy; I6 – 2019-20 School Calendar; I7 - ST3 Reports; I8 - Reimbursement Claim Forms; I9 - Additional Requirements for FSMC Operations; I9a - Product Formulation Statement for NYS Processed Foods

7. The contract is amended as follows (check one): ☐ Agreement Section ☐ Bidding Requirements/Specifications

SFA proposed Amendment to this section: Page #: _____ Section Name: _____ Section #: _____

8. The contract is amended as follows (check one): ☐ Agreement Section ☐ Bidding Requirements/Specifications

SFA proposed Amendment to this section: Page #: _____ Section Name: _____ Section #: _____

9. The contract is amended as follows (check one): ☐ Agreement Section ☐ Bidding Requirements/Specifications

SFA proposed Amendment to this section: Page #: _____ Section Name: _____ Section #: _____

10. The contract is amended as follows (check one): ☐ Agreement Section ☐ Bidding Requirements/Specifications

SFA proposed Amendment to this section: Page #: _____ Section Name: _____ Section #: _____

NYSED Pre-Reviewed ONLY

Date reviewed by NYSED: _____

The parties below agree to the approved amendments by NYSED as part of the contract. (Original signature required in blue ink)

Board President: _____	FSMC Representative: _____
SFA Name: _____	FSMC Name: _____
Date: _____	Date: _____

School Food Authority: Pelham Union Free School District LEA Code: 66160130000

_____ The contract is amended as follows (check one): ☐ Agreement Section ☐ Bidding Requirements/Specifications
SFA proposed Amendment to this section: **Page #:** _____ **Section Name:** _____ **Section #:** _____

_____ The contract is amended as follows (check one): ☐ Agreement Section ☐ Bidding Requirements/Specifications
SFA proposed Amendment to this section: **Page #:** _____ **Section Name:** _____ **Section #:** _____

_____ The contract is amended as follows (check one): ☐ Agreement Section ☐ Bidding Requirements/Specifications
SFA proposed Amendment to this section: **Page #:** _____ **Section Name:** _____ **Section #:** _____

_____ The contract is amended as follows (check one): ☐ Agreement Section ☐ Bidding Requirements/Specifications
SFA proposed Amendment to this section: **Page #:** _____ **Section Name:** _____ **Section #:** _____

_____ The contract is amended as follows (check one): ☐ Agreement Section ☐ Bidding Requirements/Specifications
SFA proposed Amendment to this section: **Page #:** _____ **Section Name:** _____ **Section #:** _____

_____ The contract is amended as follows (check one): ☐ Agreement Section ☐ Bidding Requirements/Specifications
SFA proposed Amendment to this section: **Page #:** _____ **Section Name:** _____ **Section #:** _____

_____ The contract is amended as follows (check one): ☐ Agreement Section ☐ Bidding Requirements/Specifications
SFA proposed Amendment to this section: **Page #:** _____ **Section Name:** _____ **Section #:** _____

NYSED Pre-Reviewed ONLY	
Date reviewed by NYSED: _____	
<i>The parties below agree to the approved amendments by NYSED as part of the contract. (Original signature required in blue ink)</i>	
Board President: _____	FSMC Representative: _____
SFA Name: _____	FSMC Name: _____
Date: _____	Date: _____

FORM #2
*NYS Required 2019-2020 Cover Page for Food
Service Management Company Contract and Bid
Specifications*

The University of the State of New York NEW YORK STATE EDUCATION DEPARTMENT Child Nutrition Programs Administration 89 Washington Avenue, Room 375 EBA Albany, NY 12234 Telephone: (518) 473-8781 Fax: (518) 473-0018 Web Address: www.cn.nysed.gov	FORM #3 <i>NYS Required 2019-2020 Cover Page for Food Service Management Company Contract and Bid Specifications</i>
---	--

Form #3 – BID SUMMARY FORM

School Food Authority: Pelham Union Free School District **LEA Code:** 66160130000

- 1) List the names of each Food Service Management Company submitting a sealed bid and the bid amount (use this form even if only one bid was received) and check the company awarded the bid. Submit this form with the signed contract.

FSMC Name	Bid Amount	Contract Awarded (check)
<hr/>	<hr/>	<input type="checkbox"/>
<hr/>	<hr/>	<input type="checkbox"/>
<hr/>	<hr/>	<input type="checkbox"/>
<hr/>	<hr/>	<input type="checkbox"/>
<hr/>	<hr/>	<input type="checkbox"/>

- 2) Did the SFA award the bid to the vendor with the lowest bid amount? ☐ YES ☐ NO

If no, provide an explanation below and attach to Form #4 a signed copy of the Board of Education resolution/minutes awarding the food service contract.

- 3) If only one bid was received, provide an explanation below.

<hr/> Original Signature of SFA Representative (blue ink only)	<hr/> Date
--	------------

The University of the State of New York NEW YORK STATE EDUCATION DEPARTMENT Child Nutrition Programs Administration 89 Washington Avenue, Room 375 EBA Albany, NY 12234 Telephone: (518) 473-8781 Fax: (518) 473-0018 Web Address: www.cn.nysed.gov	<p style="text-align: center;"><u>FORM #4</u> <i>NYS Required 2019-2020 Board Minutes</i></p> <p><i>Board Minutes only need to be attached if FSMC was not the lowest bidder as indicated on Form #3</i></p>
---	--

Form #4 – Board Minutes Form

(Attach board minutes only if the lowest bidder was not awarded the FSMC contract)

School Food Authority: Pelham Union Free School District **LEA Code:** 66160130000

<p>The University of the State of New York NEW YORK STATE EDUCATION DEPARTMENT Child Nutrition Programs Administration 89 Washington Avenue, Room 375 EBA Albany, NY 12234 Telephone: (518) 473-8781 Fax: (518) 473-0018 Web Address: www.cn.nysed.gov</p>	<p><u>FORM #5</u> <i>NYS Required 2019-2020 Notarized Affidavit of Publication</i></p>
--	---

Form #5 – Notarized Affidavit of Publication Form

Attach Notarized Affidavit of Publication Here

School Food Authority: Pelham Union Free School District **LEA Code:** 66160130000

Please Note: This form, current advertisement and notarized affidavit of publication is required for all executed contracts.

- 1) Advertisements shall contain the time and place where bid will be received and publicly opened and read. At least 5 days shall elapse between the first publication of advertisement and the date for opening and reading bids. For example, bids advertised on the first of the month, may be opened on the 6th. SED recommends two weeks between advertisement and the bid opening.
- 2) If the advertisement was placed in more than one newspaper, an affidavit of publication must be attached here for each advertisement.
- 3) If the advertisement was placed on different dates for any reason, specify the reason for the different dates and attach each affidavit of publication here.
- 4) If the local newspaper does not provide an original advertisement, a scanned advertisement with the notarized affidavit is acceptable to be attached here.

<p>The University of the State of New York NEW YORK STATE EDUCATION DEPARTMENT Child Nutrition Programs Administration 89 Washington Avenue, Room 375 EBA Albany, NY 12234 Telephone: (518) 473-8781 Fax: (518) 473-0018 Web Address: www.cn.nysed.gov</p>	<p>FORM #6 <i>NYS Required 2019-2020 Debarment Option A (SFA)</i></p>
--	--

Form #6 – Debarment Option A (SFA Form)

(This form is required for all executed contracts)

checked the System of Award Management List on _____

_____	_____
<i>SFA Representative Name and Title</i>	<i>Date</i>

<http://www.sam.gov> and this prospective contractor _____

Name of FSMC and Principal/ President of Company

was not on the list as being suspended, debarred or disqualified.

To the best of my knowledge, I certify the above information is true and correct.

_____	_____
<i>Original Signature of SFA Representative (blue ink only)</i>	<i>Date</i>

Please Note the Following Regarding Debarment Option A or Debarment Option B:

Although we have included a list of the FSMCs that have not been debarred (with an asterisk) as a part of our annual FSMC web posting, it was based on our office checking on the Excluded Parties on the System of Award website as of January 2019. However, since, by the time the SFA goes out to bid or extend, circumstances regarding the FSMC's debarment status may have changed, it is the SFA's responsibility to check the list before submitting your contract or extension to SED for approval.

Therefore, either:

- 1) The SFA must look on the EPLS website and complete the Debarment Option A form to be submitted with the Contract/Extension packet.

OR

- 2) The FSMC must complete the Debarment Option B (Appendix C) form to be submitted with the Contract/Extension packet.

Please note: only the Debarment Option A or Debarment Option B form must be submitted with the contract or extension - do not submit both forms.

Form #7 – Debarment Option B

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

SFAs are required to ensure that all sub-contractors and sub-grantees are neither excluded nor disqualified under the suspension and debarment rules found at 2 CFR 200.212 by doing any one of the following:

- Checking the Excluded Parties List found at the System for Award Management www.SAM.gov;
- Collecting a certification that the entity is neither excluded nor disqualified. Since a Federal certification form is no longer available, the grantee or sub-grantee electing this method must devise its own;
- Including a clause to this effect in the sub-grant agreement and in any procurement contract expected to equal or exceed \$25,000 awarded by the grantee or a sub-grantee under its grant or sub-grant;
- Sub-grantee and contractors must obtain a DUNS Number. All Federal Government awards are required to have a DUNS number. To obtain a DUNS number, contact Dun and Bradstreet at 1-888-573-0876 or visit their website at <https://eupdate.dnb.com/requestoptions.asp>. There is no charge for a DUNS number. The DUNS number serves as a means of tracking and identifying applications for Federal assistance and is required on all applications for Federal assistance.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension. 2 CFR 200.212 Suspension and Debarment. The regulations were published as Part III of the December 26, 2013, Federal Register (pages 78590-78691). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

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

Organization Name

PR/Award Number or Project Name

Name and Title(s) of Authorized Representative(s)

Signature (Blue Ink Only)

Date

Instructions for Form #7

INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

DEBARMENT OPTION B

- 1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4) The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
- 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and /or debarment.

Form #7A – Certification Regarding Lobbying

(Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds)

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

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

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

Name/Address of Organization

Name/Title of Submitting Official

Signature (blue ink only)

Date

Instructions for Form #7A

LOBBYING CERTIFICATION

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

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

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

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

Form #7B – Disclosure of Lobbying Activities

FORM 7B		Form AD-1048 (1/92) Approved by OMB 0348-0046
DISCLOSURE OF LOBBYING ACTIVITIES Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)		
1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/applications <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change for Material Change only: Year: _____ Quarter: _____ Date of last report: _____
4. Name and address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Sub awardee Tier _____, if known: Congressional District, if known:		5. If Reporting Entity in #4 is Sub awardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, if applicable: _____
8. Federal Action Number, if known:		9. Award Amount, if known: \$ _____
10a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i>		b. Individuals Performing Services (including address if different from #10a.) <i>(last name, first name, MI):</i>
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned		13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind: specify: <div style="text-align: right;">nature _____</div> <div style="text-align: right;">value _____</div>		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:		
15. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ <div style="text-align: right;"><i>(Sign in Blue Ink Only)</i></div> Print Name: _____ Title: _____ Telephone: _____ Date: _____
Federal Use Only:		Authorized for Local Reproduction Standard Form – LLL

(This form is required for all executed contracts.)

1) Did the SFA hire, discuss or consult with anyone in the preparation of bid specifications other than SED staff?

If yes, please complete 2 and sign 3 below. If no, please sign 3 below.

Name	Title	Name of Company	Did They Participate in the Procurement Process? <i>(Please check the appropriate box)</i>	
<u>Heather Bigley</u>	<u>Consultant</u>	<u>HMB Consultants, LLC</u>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<u>James Bigley</u>	<u>Consultant</u>	<u>HMB Consultants</u>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<u>Alyssa Bigley</u>	<u>Consultant</u>	<u>HMB Consultants, LLC</u>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<u> </u>	<u> </u>	<u> </u>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<u> </u>	<u> </u>	<u> </u>	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Date

The University of the State of New York
NEW YORK STATE EDUCATION DEPARTMENT
Child Nutrition Programs Administration
89 Washington Avenue, Room 375 EBA
Albany, NY 12234
Telephone: (518) 473-8781 Fax: (518) 473-0018
Web Address: www.cn.nysed.gov

FORM #9
NYS Required 2019-2020 Certification of Insurance

Form #9 – Certificate of Insurance Form

(This form is required for all executed contracts)

Attach a copy of the Certificate of Insurance

School Food Authority: Pelham Union Free School District **LEA Code:** 66160130000

The University of the State of New York NEW YORK STATE EDUCATION DEPARTMENT Child Nutrition Programs Administration 89 Washington Avenue, Room 375 EBA Albany, NY 12234 Telephone: (518) 473-8781 Fax: (518) 473-0018 Web Address: www.cn.nysed.gov	<p style="text-align: center;"><u>FORM #10</u> <i>NYS Required 2019-2020 Performance Security</i></p>
---	--

Form #10 – Performance Security

(A copy of the performance bond or a copy of the authorization must be attached here if B1 or B2 is selected under Section 14)

School Food Authority: Pelham Union Free School District **LEA Code:** 66160130000

Form #11 – Summer Food Service Program

☒ Check if not applicable

School Food Authorities (SFAs) which contract with a Food Service Management Company (FSMC) for food service operations during the school year are required to go out to bid separately for the Summer Food Service Program (SFSP) unless the contract includes provisions to operate the SFSP. The bid specifications and contract provisions for the "year-round" contract must include terms and conditions applicable to both the SFA and the FSMC which provide for the operation of the SFSP in compliance with 7CFR Part 225 of the federal regulations. In addition to the general terms and conditions contained in the contract agreement form, the following provisions are herein made part of this bid specification/contract form:

1. The SFA shall specify estimated participation in the SFSP, by meal type, and other site information as detailed on Form 11A attached.
2. The SFA shall maintain responsibility for the administration and management of the SFSP and sign all agreements, claims for federal reimbursement and/or other program documents.
3. The FSMC shall serve reimbursable meals pursuant to the SFSP regulations 7 CFR Part 225 and the menu planning option used by the SFA as specified in the SFSP Annual Application Agreement Form and in accordance with the attached menu (Schedule A).
4. The FSMC shall prepare, store and serve food items in accordance with State and local health standards. The contractor shall provide for meals, which it prepares to be periodically inspected by the local health department or an independent agency to determine bacterial levels in the meals being served. Such levels shall conform to the standards, which are applied by the local health authority with respect to the level of bacteria, which may be present in meals served by other establishments in the locality. The results of the inspections must be submitted promptly to the sponsor and State agency. The requirements of the attached Quality Control Plan must be met.
5. The FSMC shall provide food services, meal counting systems and record-keeping in compliance with 7 CFR Part 225, 7 CFR Part 3016, 7 CFR Part 3019 and 2 CFR Parts 400, 415, 416 et al (79 FR 75981) as applicable, also known as the "Super-Circular".
6. The FSMC and SFA shall maintain records in accordance with federal and State record retention policies, supported by invoices, receipts, purchase orders, production records, payroll records or other evidence for inspection and reference, to support the operating costs listed on monthly claims for reimbursement.
7. The FSMC and SFA shall maintain separate expenditure and revenue records for the SFSP for both operating and administrative costs.
8. The FSMC shall bill the SFA separately for expenses incurred in the SFSP under this contract.

Original Signatures and Date of Both Parties Required (Original Signatures must be in blue ink only)	
<i>Signature President, Board of Education</i>	<i>Authorized Signature of FSMC and Title</i>
Pelham Union Free School District	
<i>Name of School Food Authority</i>	<i>Name of Food Service Management Company</i>
<i>Date</i>	<i>Date</i>

Form #11A – Summer Food Service Program

☒ Check here if N/A

Summer Food Service Program – Only complete if participating in the SFSP

SITES WHERE PROGRAM WILL OPERATE:

Sponsor Name:	Address:	Contact Person/Phone #:	FSMC Name:

Name and Site/ Address & Phone	Authorized Designee	Holding Facilities	Begin Date (1)	End Date (2)	Days of Week	Total Days Operating (3)	Types of Meals (4)	Estimated Average # Meals/ Day (5)	Total # Meals (6)	Delivery Time for Each Meal Type (7)
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<u>Date</u>	<u>Date</u>	<u>#</u>		Breakfast			
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<u>Date</u>	<u>Date</u>	<u>#</u>		AM Snack			
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<u>Date</u>	<u>Date</u>	<u>#</u>		Lunch			
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<u>Date</u>	<u>Date</u>	<u>#</u>		PM Snack			
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<u>Date</u>	<u>Date</u>	<u>#</u>		Supper			
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<u>Date</u>	<u>Date</u>	<u>#</u>		Breakfast			
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<u>Date</u>	<u>Date</u>	<u>#</u>		AM Snack			
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<u>Date</u>	<u>Date</u>	<u>#</u>		Lunch			
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<u>Date</u>	<u>Date</u>	<u>#</u>		PM Snack			
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<u>Date</u>	<u>Date</u>	<u>#</u>		Supper			
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<u>Date</u>	<u>Date</u>	<u>#</u>		Breakfast			
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<u>Date</u>	<u>Date</u>	<u>#</u>		AM Snack			
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<u>Date</u>	<u>Date</u>	<u>#</u>		Lunch			
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<u>Date</u>	<u>Date</u>	<u>#</u>		PM Snack			
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<u>Date</u>	<u>Date</u>	<u>#</u>		Supper			

Form #11B – Summer Food Service Program Continuation Sheet

☑ Check here if N/A

Name and Site/ Address & Phone	Authorized Designee	Holding Facilities		Begin Date (1)	End Date (2)	Days of Week	Total Days Operating (3)	Types of Meals (4)	Estimated Average # Meals/ Day (5)	Total # Meals (6)	Delivery Time for Each Meal Type (7)
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u> Date </u>	<u> Date </u>	<u> # </u>		Breakfast			
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u> Date </u>	<u> Date </u>	<u> # </u>		AM Snack			
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u> Date </u>	<u> Date </u>	<u> # </u>		Lunch			
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u> Date </u>	<u> Date </u>	<u> # </u>		PM Snack			
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u> Date </u>	<u> Date </u>	<u> # </u>		Supper			
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u> Date </u>	<u> Date </u>	<u> # </u>		Breakfast			
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u> Date </u>	<u> Date </u>	<u> # </u>		AM Snack			
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u> Date </u>	<u> Date </u>	<u> # </u>		Lunch			
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u> Date </u>	<u> Date </u>	<u> # </u>		PM Snack			
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u> Date </u>	<u> Date </u>	<u> # </u>		Supper			
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u> Date </u>	<u> Date </u>	<u> # </u>		Breakfast			
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u> Date </u>	<u> Date </u>	<u> # </u>		AM Snack			
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u> Date </u>	<u> Date </u>	<u> # </u>		Lunch			
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u> Date </u>	<u> Date </u>	<u> # </u>		PM Snack			
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u> Date </u>	<u> Date </u>	<u> # </u>		Supper			
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u> Date </u>	<u> Date </u>	<u> # </u>		AM Snack			
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u> Date </u>	<u> Date </u>	<u> # </u>		Lunch			
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u> Date </u>	<u> Date </u>	<u> # </u>		PM Snack			
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u> Date </u>	<u> Date </u>	<u> # </u>		Supper			

SUMMER FOOD SERVICE PROGRAM QUALITY CONTROL PLAN

Check here if N/A

Providing children with safe, nutritious and appetizing meals is one of the primary objectives of the Summer Food Service Program. Quality control in food production involves each stage of processing from procurement to service.

To ensure that health and sanitation requirements are met at all times in the preparation and delivery of the summer meals; each FSMC must submit the following documents with the bid:

- 1) A copy of the FSMC's quality control assurance plan that provides complete details on quality assurance procedures for meal preparation, packaging of food items, transportation and delivery schedules.
- 2) Quality assurance procedures shall identify the food production monitoring methods used to ensure that all foods are handled in a safe and sanitary manner. Quality assurance procedures will include but shall not be limited to the following:
- 3) The production/handling procedures for food (meal assembly) shall identify specific measures designed to monitor and assure the maintenance of personnel hygiene, sanitary conditions of the facility and the length of time associated with meal production periods.
- 4) Food product temperature monitoring procedures must provide a description of the procedures utilized to assure maintenance of safe food temperatures during all phases of handling, production, storage and shipment of meals. A log must be used for monitoring and recording food temperatures.
- 5) After the contract has been awarded and the program is in operation, the FSMC is responsible for submitting a copy of a log used for monitoring and recording food temperature during handling, production, storage, and delivery of the meals.
- 6) The SFA is also responsible for submitting samples of weights taken during program operations.
- 7) It is the responsibility of the SFA to ensure that the Quality Control Plan is in place before the contract begins.

Form #12 – Afterschool Snack Program

Check here if N/A

(Complete only if receiving reimbursement for snacks served to children in the after-school snack program.)

The parties of the attached contract, license, lease, amendment or other agreement or any kind (hereinafter, the “Contract”) agree to be bound by the following clauses which are hereby made a part of the Contract (the word Contractor herein refers to any party other than the School Food Authority, whether a contractor, licensor, licensee, lessor, lessee, or any other party):

- 1) The SFA shall specify estimated participation in the after-school care program(s) in the table below.

Estimated Participation in the After-School Care Program:

Participation in the after-school care program for the **Select Previous School Year** school year was:

School	Enrollment	Time of Service			Student Participation		
					Free	Reduced	Paid
			to				
			to				
			to				
			to				
			to				
			to				
			to				
			to				
			to				
			to				
			to				

If the SFA charges for snack, please indicate the price for reduced price snack (the maximum charge is .15) \$ _____. Full price snack charge is \$ _____.

- 2) Menu Cycle

The 21-day cycle menu and Food Item Specifications, see Schedule A/B, shall be used as a standard for the purpose of basing bids or estimating average cost per meal. The FSMC must adhere to the cycle for the first 21 days of meal service. Menu standard as presented in the 21-day cycle menu must be maintained as to type and quality of meal service.

Snacks served must consist of at least two different components, in at least the minimum portion requirements, as set forth in 7 CFR sections 210.10(n) and 210.10a(j):

- 3) The FSMC shall maintain the following records to provide the SFA with information to submit proper claims for reimbursement:
- Daily meal counts by category;
 - Daily attendance records, such as sign-in sheets, for the after-school program;
 - Written snack menus; and
 - All records must be maintained for three years plus the current year.

This must be in accordance with federal and State record retention policies.

Form #13 – Civil Rights Assurance

(To be completed by the Food Service Management Company)

The FSMC hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the FSMC receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By accepting this assurance, the FSMC agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the FSMC, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the FSMC.

FSMC Representative:

Printed Name

Signature (Blue ink only)

Title

Date

Agreement Section

THIS AGREEMENT, made _____ day of _____ by and between
this _____ the
(Day) (Month, Year)

Pelham UFSD in the city of **Pelham**, New York, herein after referred to

 (School Food Authority) (City)

as “SFA” and referred to as “FSMC”.

(Food Service Management Company)

WITNESSETH

WHEREAS, the SFA has advertised for sealed bids for Food Service Management to the facilities listed in service locations and times in accordance with the specifications attached hereto and made a part hereof as if same were set forth in full, and,

WHEREAS, the FSMC submitted a bid for a Food Service Management Company to said facilities dated _____ and has been awarded a contract by the SFA.

NOW, THEREFORE, in consideration of the covenants and agreement hereinafter expressed, it is mutually covenanted and agreed between the parties hereto as follows:

1) Scope and Purpose

- a) The SFA shall provide the requisite administrative oversight of the food service program ("Program") operations administered by the FSMC with the necessary internal controls as it is their fiduciary responsibility to do so.
- b) The SFA is responsible for ensuring resolution of Program review, monitoring areas of non-compliance and/or audit findings for reimbursable meals, a la carte sales including vending machines, and adult meals.
- c) The SFA shall be responsible for the cost of the Program as indicated in the bid specifications and entitled to all receipts generated pursuant to this Agreement.
- d) All net income accruing to the SFA from the Program shall remain in the Program.
- e) The SFA shall retain control of the quality, extent and general nature of the Program and the prices to be charged.
- f) The SFA shall retain signature authority for the Single Permanent Agreement to participate in the Child Nutrition Programs, including but not limited to NYSED reports, the online/paper submission of monthly claims for reimbursement, free and reduced-price applications, etc.
- g) The SFA shall be legally responsible for the conduct of the Program, and shall supervise the food service operations by the FSMC in such a manner that will ensure compliance with the rules and regulations of the New York State Department of Education, herein referred to as SED and the United States Department of Agriculture, herein referred to as USDA, regarding the school food service program, including but not limited to 7 CFR Part 210, 215, 220, 225, 245, 250, 3015, 3016, and 3019 and 2 CFR Parts 400, 415, 416. et al (79 FR 75981) also known as the "Super-Circular" and any FNS or NYSED Instruction and Policy as outlined in the SFA's Single Permanent Agreement with NYSED.
- h) The FSMC shall receive for its services an amount based on per meal bid price. All costs of the Program must be net of all applicable discounts, rebates and credits.
- i) The FSMC, an independent contractor, shall have the exclusive right to operate the school lunch and/or breakfast and/or milk program.
- j) The Programs provided shall be operated and maintained as a benefit to the SFA students and staff and not as a source of profit to the FSMC.
- k) The FSMC shall promote nutrition-health education required by the local, county, State or federal governments.
- l) The FSMC shall comply with the rules and regulations of the Commissioner of Education and the United States Department of Agriculture, and any additions or amendments hereto.

2) Free and Reduced Meal Policy

- a) The SFA free and reduced meal policy for the reimbursed school lunch and/or breakfast and/or special milk and/or USDA Foods distribution programs as defined in the Agreement and hereby in all respects made a part of this contract.
- b) The written policy of the SFA requiring feeding of needy children for free or at reduced price shall apply to the FSMC's food service operation and the SFA shall be responsible for the implementation of this policy.
- c) The SFA shall be responsible for the review and certification of the free and reduced-price eligibility applications, public announcement, letter to parents, direct certification, hearings, verification of certified applications and maintenance of the eligibility rosters, the completion, distribution and collection of the parent letter and household application for free and reduced-price students. FSMC employees are not allowed to review, process and/or approve free and reduced-price applications or to be involved in the free and reduced-price meal application process.
- d) The SFA shall be responsible for the establishment and maintenance of the free and reduced-price meals benefit issuance listing and providing it to the FSMC to ensure that student's meals are accurately claimed for reimbursement under the correct eligibility category.
- e) The SFA and the FSMC agree that no child who participates in the Child Nutrition Programs will be discriminated against on the basis of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation as well as their inability to pay.
- f) No school or school food authority may contract with a food service management company to operate an a la carte food service unless the company agrees to offer free, reduced price and paid reimbursable lunches to all eligible children.

3) Meal Pattern

- a) The FSMC shall serve reimbursable lunches that meet Food Based Menu Pattern requirements pursuant to the National School Lunch Program regulations 7 CFR Part 210. and shall meet the Dietary Guidelines for Americans. Failure to do so will result in a loss of the total per meal price paid to the FSMC for all meals not meeting program requirements. Such actions constitute a breach of contract and subject the FSMC to a penalty as outlined in Section 26C and may be considered cause for termination of the contract in accordance with the sixty (60) day termination clause as outlined in Section 26D of the contract.
- b) The FSMC should offer a choice of reimbursable meal pattern lunches, subject to approval of the SFA.
- c) The FSMC shall serve reimbursable breakfasts that meet Food Based Menu Pattern requirements pursuant to the School Breakfast Program regulations 7 CFR Part 220, where indicated in Appendix B of this agreement, and shall meet the Dietary Guidelines for Americans. Failure to do so will result in a loss of the total per meal price paid to the FSMC for all meals not meeting program requirements. Such actions constitute a breach of contract and subject the FSMC to a penalty as outlined in Section 26C and may be considered cause for termination of the contract in accordance with the sixty (60) day termination clause as outlined in Section 26D of the contract.
- d) The FSMC shall serve reimbursable meal pattern snacks that meet meal pattern requirements pursuant to the National School Lunch Program regulations 7 CFR Part 210 and 220. Failure to do so will result in a loss of the total per meal price paid to the FSMC for all meals not meeting program requirements. Such actions constitute a breach of contract and subject the FSMC to a penalty as outlined in Section 26C and may be considered cause for termination of the contract in accordance with the sixty (60) day termination clause as outlined in Section 26D of the contract.
- e) The FSMC shall serve reimbursable milk pursuant to the Special Milk Program if eligible to do so.
- f) The FSMC must demonstrate that food-based menus are planned to meet the 2010 Dietary Guidelines for Americans and comply with established caloric ranges, sodium, saturated and trans-fat levels as outlined in 7 CFR Part 210 and 220.
- g) The FSMC shall make substitutions in the required food components of the meal pattern if individually participating children are unable, because of medical or other special dietary needs, to consume such foods. Such substitutions shall be made only when supported by a statement from a recognized medical authority for a child with a disability which substantially limits one or more major life activities, which includes how the disability restricts the diet, the major life activity affected by the disability recommended alternate foods and foods that must be omitted from the child's diet. The SFA shall notify the FSMC of any special dietary needs. The U.S.

- h) Department of Agriculture's (USDA) nondiscrimination regulation (7 CFR 15b), as well as the regulations governing the National School Lunch Program and School Breakfast Program, make it clear that substitutions to the regular meal must be made for children who are unable to eat school meals because of their disabilities, when that need is certified by a recognized medical authority.
- i) The FSMC may use fillers or extenders, such as "textured vegetable protein," in foods served upon approval of the SFA and regulated by USDA.
- j) No payment shall be made to the FSMC by the SFA for any meals that are spoiled, inedible or unwholesome at time of delivery, or do not meet the detailed specifications and/or meal pattern requirements.

4) Point of Service Accountability/Collection Method

- a) Meals shall be served, and accurate pupil participation records shall be maintained by the FSMC which must ensure that accurate categorical meal counts are obtained at the point of service for reimbursement purposes.
- b) The FSMC shall implement an accurate point of service accountability system and a collection method which must protect the anonymity of free and reduced-price students which must be approved by the SFA.
- c) The FSMC must adapt to the SFA's point of sale system and associated training costs will be the responsibility of the **FSMC**.

5) Menus

- a) All food items served must adhere to the specification listed on Schedule B and conform to the standard portion sizes listed in Schedule A and Schedule B.
- b) All menus, which are established/approved by the SFA and prepared by the FSMC, are to be served in all schools during all meal services. The FSMC shall not deviate from the SFA's established menu and/or impose preparation of menu items that they prefer to serve for their convenience and/or preference. The SFA may impose financial penalties on the FSMC for any unannounced deviation from the menus by the FSMC, without prior approval of the SFA.
- c) The FSMC must adhere to the cycle for the first 21 days of meal service. Menu standards as presented in the 21-day cycle menu must be maintained as to type and quality of meal service by the FSMC as indicated in Schedule A (Menus).
- d) High quality food items are to be provided by the FSMC. If, in the opinion of the SFA, the quality of food service becomes unsatisfactory, the FSMC may be subject to financial penalties, contract termination, and any other legal remedies available to the SFA.
- e) Food that has become outdated, spoiled, damaged, wilted, dried out, aged, burnt, and/or has improperly changed color shall not be used.
- f) All FSMC employees are to be trained to properly portion all food items to meet the USDA meal pattern requirements as well as the requirements of the bid specification. A schedule of staff training is to be included with each FSMC proposal in Schedule G.
- g) The District Manager of the FSMC shall monitor, supervise and train the food service staff personnel for the Program. The FSMC District Manager shall visit all district schools 10 times throughout the school year and shall provide a written summary report to the SFA Business Manager within 14 days of their visit.
- h) The SFA is responsible for the formation and establishment of an advisory board comprised of students, teachers and parents that will meet frequently throughout the school year to assist in menu planning. The FSMC shall participate in these periodic meetings when deemed appropriate by the SFA. Documentation of these meetings is to be kept on file by the SFA and made available upon request by SED.
- i) Menus are to be printed by the FSMC and distributed to parents, students, each school, and SFA administration and posted in all schools on a ☐ Weekly or ☒ Monthly basis and should contain daily, weekly and/or seasonal specials planned in conjunction with the meal service requirements for holidays, educational and/or other special events. The FSMC will adhere to the SFA's additional promotional and merchandising specifications in Schedule A.
- j) A copy of each menu is to be supplied to the SFA's Business Office by the FSMC 30 days prior to the month of actual preparation and service of foods for the SFA's review/approval.
- k) The FSMC is to post all menus in a prominent location in all cafeterias and on the SFA's website if applicable.
- l) Preparation and presentation of the same menu item(s) should be consistent in every building throughout the SFA where that menu item is being offered.
- m) The FSMC shall comply with the Buy American Provision, including but not limited to 7 CFR 210.21, 7 CFR Part 200, and 7 CFR Part 250 for contracts that involve the purchase of food. The SFA reserves the right to review FSMC purchase records to ensure compliance with the Buy American provision. The FSMC shall provide Nutrition Fact labels and any other documentation requested by the SFA to ensure compliance with Buy American.

6) Production Records/ Standardized Recipes

- a) Production records (7CFR 210.10(a)(3)) and standardized recipes (7CFR 210.10(l)(8)) are to be produced and used by the FSMC in all schools throughout the SFA as required by federal and State regulations to ensure consistency, quantity and quality of meals served.
- b) Production records must be accurate and kept on a daily basis (7CFR 210.10(a)(3)) and are to be completed for each meal, in all buildings by the FSMC and kept on file for 3 years plus the current year in accordance with federal and State record retention policies, in the SFA, for auditing purposes as required by federal and State regulations. Samples of the production records to be used by the FSMC must be included in Schedule A with each bid.
- c) All standardized recipes are to be kept on file in each kitchen and must indicate all ingredients and portion sizes. Samples of the standardized recipes to be used by the FSMC must be included in Schedule A with each bid.
- d) The FSMC must have the ability to provide all interested parties including the SFA, SED, parents, administration, etc. the actual ingredients and recipes of every menu item offered.
- e) The FSMC is to ensure consistent quality and portioning of menu items throughout the SFA and be subject to the SFA's audit of production records to ensure compliance with this requirement.
- f) The FMSC is to ensure that overproduction of meals does not occur and that leftovers are not removed from the SFA's premises at any time.

7) Meal Services

- a) The FSMC shall provide specified types of meal services in an efficient manner to maximize participation in the Child Nutrition Programs in the service locations and times as listed herein.
- b) The FSMC is expected to ensure that the quality of meal service is appealing and attractive to maximize customer satisfaction as well as ensure that students proceed through serving lines in an efficient manner.
- c) The FSMC shall provide condiments and utensils as needed.
- d) The FSMC shall use the SFA facilities for the preparation of food to be served in the designated meal service locations.
- e) All a la carte items served by the FSMC shall be approved by the SFA in advance of sale.
- f) The SFA should review all meal services to determine if complete meals are offered, if all items are available during the entire meal service, if food items listed on the menu are being served, if counts are accurately taken at the point of service, and if foods listed on the procurement schedule are available for service.
- g) The **N/A** shall administer the Fresh Fruit and Vegetable Program (FFVP), if applicable. Food, labor and miscellaneous costs incurred will be reimbursed from the pre-approved allocation of money from a discretionary grant from the federal government. Additional administration fees, if any, must be negotiated and agreed upon, prior to implementation of the Fresh Fruit and Vegetable Program. If the FSMC administers the FFVP for the SFA, administrative expenses paid to the FSMC cannot exceed \$100 total per month for the total of up to 50 schools participating in the program. The administrative expense may increase incrementally by \$100 per month for an additional total of up to 50 schools participating in the FFVP. USDA allows no more than ten percent (10%) of the total grant awarded the SFA to be used for administrative expense (which includes equipment purchases). Refer to the USDA FFVP guidance material at the following link: <http://www.fns.usda.gov/ffvp/fns-resources>. NYSED limits the total administrative expenses paid to the FSMC to one half percent (1/2%) of the respective percent for SFAs with more than 150 schools participating in FFVP. See chart below:

Number of Schools	Total Allowable Admin Fee Per Month
1-50 schools	= \$100
51-100 schools	= \$200
101-150 schools	= \$300
151 plus schools	= ½% (cannot exceed ½% of up to 10% administrative expenses)

8) Pricing

- a) The SFA shall be responsible for establishing all selling prices for all reimbursable and non-reimbursable meals/milk and a la carte (including vending and adult meals) and be adhered to by the FSMC.
- b) The FSMC is to promote the sale of reimbursable meals throughout the district.
- c) All a la carte prices charged by the FSMC shall be approved by the SFA in advance of sales.
- d) The FSMC shall sell on the premises only those foods and beverages authorized by the SFA and only at the times and places designated by the SFA.
- e) The SFA employees may purchase meals at the option and direction of the SFA. Prices charged by the FSMC must be approved by the BOE/Governing Body of the SFA. The price for adult meals for the same portion size as

students must be equal to or more than the over 60% reimbursement rate for a free meal, plus the donated commodity entitlement rate for the current school year, plus sales tax. The FSMC shall be notified of such approval thirty (30) days before new prices are effective. The FSMC may serve meals to their employees free of charge, however, the cost of the meal or the value of the adult meal (value of the adult meals converted to equivalent meals) may not be charged to the SFA. The FSMC shall not count these meals for reimbursement under the Child Nutrition Programs.

9) Monitoring

- a) The SFA shall monitor the food service operation of the FSMC through periodic on-site visits to ensure that the food service is in conformance with USDA program regulations per 7 CFR § 210.16. If there is more than one site, there is an additional requirement that the SFA conduct an on-site review of the counting and claiming system no later than February 1 of each year as required by 7 CFR § 210.8. The designated SFA representative, **Assistant Superintendent for Business**, is responsible for performing all on-site reviews and ensuring that if there are any problems found that they will be corrected within the required timeframes.
- b) FSMC personnel are prohibited from conducting the self-review for the SFA; however, the FSMC may accompany the SFA during the self-review and is responsible for ensuring that any problems found during the self-review are corrected within the required timeframes.

10) All Foods Sold in School (Competitive Foods)

- a) The FSMC shall not sell, dispense, or cause to be on premises, the items listed by the SFA under federal and State regulations and hereby in all respects made a part of the contract.
- b) Neither the SFA nor the FSMC shall authorize the distribution or sale of competitive foods pursuant to State and federal laws and regulations.

11) USDA Foods

- a) The FSMC must pre-credit the SFA for the value of USDA Foods. A deduction for the value of USDA Foods must be reflected in the established bid price. The FSMC must provide an additional credit for any donated foods not accounted for in the established price per meal.
- b) Any USDA Foods received by the SFA and made available to the FSMC shall accrue only to the benefit of the SFA's nonprofit school food service program and shall be used therein.
- c) The FSMC must credit the SFA for the value of all USDA Foods received for use in the Programs in the school year including values of USDA Foods that were not accounted for in the original bid price. The FSMC must provide the SFA with a complete inventory of all USDA Foods received each month. Copies of the FSMC's monthly Inventory Request forms for USDA Foods must also be provided to the SFA each month for their review.
- d) The FSMC must utilize the SFA's entire USDA Foods entitlement as per Schedule H and any additional entitlement received throughout the contract terms. The FSMC and SFA must follow applicable federal and State requirements, including but not limited to 7 CFR 250.
- e) The FSMC shall only order USDA Foods in accordance with the SFA's menus reflected in Schedule A and the SFA's Local Wellness Policy (Schedule C).
- f) The FSMC must maintain (have available for audit by the SFA) records of transportation of USDA Foods throughout the SFA.
- g) USDA Foods are to be obtained for the use solely in the SFA's food service operation and shall not be removed from the SFA's premises. The FSMC will comply with the storage and inventory requirements for USDA Foods.
- h) The FSMC shall have records available to substantiate the full value and use of USDA Foods in reimbursable meal pattern lunches. Records should clearly reflect that the value and amount of USDA Foods received and used by the FSMC is solely for the SFA's benefit. The values are to be based on the value at the point the SFA receives the USDA Foods from the State distributing agency and based on the USDA Foods Value listing pertinent to the applicable time period. This includes when the FSMC procures end products from processors on behalf of the SFA in the form of rebates, credits and/or discounts.
- i) The FSMC shall select, accept and use in as large quantities as may be efficiently used in SFA's nonprofit school food service, the type and quantities of available USDA Foods, subject to the approval of the SFA. SFA shall have the sole discretion as to the final selection and ordering of USDA Foods.
- j) The **FSMC** shall be responsible for transportation and storage charges for USDA Foods.
- k) The FSMC shall account for all federally donated USDA Foods separately from purchased food items. USDA Foods are not to be used for special functions conducted outside the nonprofit school food service.
- l) Title of products purchased or processed using USDA Foods must remain with the SFA. Any charges incurred by the FSMC when processing or purchasing products containing USDA Foods shall be paid by the FSMC and charged back to the SFA as a cost.

- m) The FSMC is subject to the applicable requirements of 7 CFR 250 to the extent that it uses USDA Foods.
- n) If the FSMC uses a commercial substitute in place of the USDA Food, it must be of the same generic identity, of U.S. origin, and of equal or better quality in place of USDA Food.
- o) The FSMC is prohibited from entering into any processing contracts utilizing USDA Foods on behalf of the SFA. All refunds received from processors must be retained by the nonprofit school food service account.
- p) Title to all USDA Foods provided to the FSMC for use in the school food service program shall remain with the SFA.
- q) The SFA must conduct a reconciliation in accordance with 7 CFR Part 250 to ensure that the FSMC has properly credited it for the value of all USDA Foods received for use in the SFA's food service operation in the applicable school year.
- r) The FSMC will maintain records to document its compliance with requirements relating to USDA Foods, in accordance with 7 CFR 250.54(b).
- s) When this contract terminates or subsequent extensions terminate, the FSMC must return all unused USDA Foods in its possession to the SFA within 15 days of the termination effective date. At that time the FSMC must also provide a final accounting of all USDA Foods used, in possession, and not yet delivered.
- t) The FSMC will use all USDA Foods ground beef and ground pork products, and all processed end products, in the SFA food service in accordance with CFR Part 250.53(5).
- u) The Department of USDA Foods, The NYS Child Nutrition Program Administration Office, The SFA, The NYS Comptroller, The Department of Agriculture, or their duly authorized representatives may perform onsite reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of USDA Foods in accordance with CFR Part 250.53(10).
- v) In the event that the full entitlement of USDA Foods ordered is not received through USDA, the FSMC may receive a credit for the amount of entitlement not received. Prior to providing such a credit, the SFA must verify the cause to determine if crediting is required.

12) Purchases

- a) The grade, purchase unit, style, weight, ingredients, formulation etc., as set forth by the SFA, see Schedule B, shall be complied with by the FSMC. If a brand name is specified, "or equal to" must also be indicated.
- b) The FSMC must purchase all food and non-food items at the lowest price possible consistent with maintaining quality standards.
- c) The FSMC may purchase from their owned or operated subsidiary facilities if the purchase price is lower than the prices otherwise available in the area.
- d) The FSMC shall honor existing purchasing contracts if advantageous to the SFA.
- e) The FSMC shall be solely responsible for the purchase and payment of all foods and beverages necessary for it to render proper performance of the food service program as stated herein. Such purchases and performance shall apply to all items in addition to food and beverage, which will be necessary for compliance with and of this agreement.
- f) The FSMC is to ensure that purchased foods for the sole use of the SFA's food service operation are not removed from the SFA premises at any time.
- g) The FSMC, as the agent of the SFA, will ensure that all procurement transactions meet any applicable procurement standards set forth by Federal, State, or Municipal regulations and policy.
- h) Upon request from the SFA, the FSMC is required to produce a report, which documents the procurement of NY grown/locally grown products including the local farm source, the product(s) purchased, and the value of the products purchased on behalf of the SFA
- i) The prices the FSMC charges the SFA for food, supplies, services, etc. must be competitive, reasonable and necessary.

13) Use of Facilities

- a) The FSMC shall instruct its employees to abide by the policies, rules and regulations, with respect to use of SFA premises/facilities as established by the SFA, which are furnished in writing to the FSMC by the SFA.
- b) The SFA shall furnish at its expense, electricity, gas, space, light, heat, power, hot and cold water and other utilities to the FSMC as in the judgment of the SFA that is reasonably needed and necessary for the operation of the food services as well as sanitary toilet facilities for FSMC employees.
- c) The SFA shall make available without any cost or charge to the FSMC contractor area or areas of the premises that are mutually agreeable to both parties in which the FSMC shall render its services; such area or areas reasonably necessary for providing efficient food service.
- d) The SFA may request of the FSMC, additional food service programs; however, the SFA reserves the right, at its

sole discretion, to sell or dispense any food or beverage before or after the SFA's regularly scheduled lunch or breakfast periods provided such use does not interfere with the operation of the School Lunch and/or Breakfast and/or Special Milk Programs.

- e) If the SFA uses the facilities for extracurricular activities before or after the SFA regularly scheduled lunch or breakfast period, the SFA shall return facilities and equipment to the FSMC in the same condition as received, normal wear and tear excepted.
- f) The SFA shall be responsible for painting and/or decorating within the kitchen and dining areas.
- g) The SFA shall have unlimited access, with or without notice to the FSMC, to all areas used by the FSMC for purposes of inspections and audits.
- h) The FSMC shall use the SFA facilities for the preparation of food to be served only at sites specified in the Schedules and Appendices and subject to approval by SED.

14) Inventory, Equipment and Storage

- a) The SFA shall furnish all necessary equipment to operate the food programs. At the time of the contract signing, an itemized inventory (to be certified by representatives of both parties) of all food items furnished or to be furnished by the SFA including miscellaneous kitchen items, will be made part of this contract and included in Schedule E.
- b) The FSMC and the SFA shall inventory the equipment and USDA Foods owned by the SFA at the beginning of the school year, including but not limited to silverware, trays, chinaware, glassware, kitchen utensils, and food commodities.
- c) The FSMC shall maintain the inventory of silverware, chinaware, glassware, kitchen utensils, and other operating items necessary for the food service operation throughout the school year.
- d) The **SFA** shall replace expendable equipment and replace, repair and maintain equipment except when damages result from the use of less than reasonable care by the employees of the FSMC. Any equipment purchases must be in compliance with CNP procurement regulations. Any equipment purchases beyond the federal or State threshold requires State Agency approval. Regarding all equipment, furnishings and small wares used for the services hereunder, the FSMC agrees that it will use the SFA equipment and machinery in good and proper manner and shall keep the same free from damages, in proper condition and in a state of cleanliness to assure STRICT COMPLIANCE WITH HEALTH REGULATIONS AS PROVIDED AND REQUIRED BY THE STATE OF NEW YORK, dealing with SFA facilities, as with all other health laws. Therefore:
 - i) Repairs necessary due to the negligence of the FSMC, its employees or agents shall be the sole responsibility and the sole expense of the FSMC.
 - ii) The SFA agrees at its sole option to repair or replace any equipment not functioning properly or which is missing upon proper written notification by the FSMC of the need for such repair or replacement and the availability of normal repair or replacement facilities. If the SFA, at its discretion, determines not to repair and/or replace equipment that the FSMC has expressly advised the SFA in writing (a) poses a safety risk to FSMC's employees, or (b) hinders FSMC's ability to perform its services under the agreement, then FSMC shall have the right to effectuate such reasonable repair and/or replacement at the expense of SFA.
 - iii) No purchases, alterations, changes, or improvements shall be made to the areas granted to the FSMC without obtaining prior written permission of the SFA with the final decision as to purchases, alterations, changes, or improvements reserved solely for the SFA.
- e) The SFA shall be responsible for repairs to all permanent fixtures such as faucets, lights, sewers, air conditioning, heating and all other electrical work NOT considered to be food equipment, since such food equipment is dealt with in item d) above.
- f) The FSMC shall maintain adequate storage practices, inventory, and control of federally donated foods in conformance with SFA's agreement with the Office of General Services as well as non-commodity purchases.
- g) The SFA shall provide locks for food storage, preparation and service areas. Keys to those locks shall be provided by the SFA to the FSMC at the SFA's discretion.
- h) The SFA shall provide the FSMC with telecommunication services as deemed necessary by the SFA.
- i) The SFA shall furnish and install any equipment or make any structural changes needed to comply with federal, State and local laws, ordinances, rules and regulations.
- j) The SFA shall be responsible for any losses including federally donated commodities, which may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC.
- k) All food preparation and serving equipment owned by SFA shall remain on the premises of the SFA.
- l) The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA premises.
- m) The FSMC shall obtain prior approval from the SFA before placement of any FSMC equipment on SFA premises.
- n) Upon termination of this contract the FSMC will surrender to the SFA all equipment and furnishings located in the food services facilities and/or as listed on the certified inventory list of all SFA owned property (both capital and/or

expendable) as referred to above in b) and c). Such property and equipment or its equal quality replacement must be returned to the SFA in the same good order and condition as when received by the FSMC, reasonable wear and tear, damage from casualty fire and hazards covered by insurance ALONE EXCEPTED. Another inventory shall be taken upon termination to determine the status of all equipment hereunder. Discrepancies shall be corrected at the FSMC's sole expense with said replacement based on a comparison with the original inventory.

15) Deliveries/ Transportation

- a) The FSMC and the SFA are responsible for the proper and safe transportation of food between buildings to students in a prompt and efficient manner to adhere to the serving times established by the SFA.
- b) The **FSMC** shall pay for oil and gas used by its owned, hired, or other vehicles under its supervision used for delivering food or non-food commodities.
- c) The **FSMC** shall provide its own drivers for owned, hired, or other vehicles under its supervision used for delivering food or non-food commodities.

16) Sanitation/ Health Certification

- a) The FSMC shall serve all foods at proper temperatures and develop standards of time for food preparation prior to meal service such that the food should be ready to be served as close to serving time as possible.
- b) The SFA will provide for the removal of all trash and garbage from the designated area(s) with the FSMC being responsible for proper sanitary storage and placement in the designated area(s) of said trash and garbage until its removal.
- c) The FSMC shall clean the kitchen area, including but not limited to sinks, counters, tables, chairs, silverware, and utensils.
- d) The **SFA** shall clean the grease traps in the food service area to be in good working order.
- e) The **SFA** shall maintain the grease traps in the food service area to be in good working order.
- f) The FSMC shall operate and care for all equipment and food service areas (except walls, windows and lights) in a clean, safe, and healthy condition in accordance with standards acceptable to the SFA and comply with all applicable laws, ordinances, regulations and rules of federal, State, and local authorities.
- g) The **SFA** shall be responsible for the professional cleaning of ducts and hoods above the filter line and will provide extermination services as needed and not less than one time per year.
- h) The FSMC shall comply with all local and State sanitation requirements in the preparation of food and attend all related mandated training as deemed necessary by the SFA and/or SED.
- i) The FSMC shall adhere to the School Food Safety Plan set forth as per USDA regulations for all preparation and meal service of school meals, using a Hazard Analysis and Critical Control Point (HACCP) system as required by Public Law 108-265 which is to be included as part of the Bid by the SFA as reflected in Schedule F.
- j) The SFA shall maintain all applicable health certifications on its facilities and shall ensure that all State and local regulations are being met by the FSMC preparing and/or serving meals at any SFA facility.
- k) The SFA shall immediately correct any problems found as a result of a health inspection.
- l) The FSMC shall adhere strictly to all applicable Pure Food Laws, ordinances as well as all related regulations as adopted and promulgated by the federal government, the State of New York, the local Departments of Health and said FSMC will otherwise fully comply at all times with the rules and regulations as set up by the SFA as well as with any change in the State and/or county Laws, etc., covering and controlling food services at the facilities.
- m) The FSMC shall comply with all health and safety regulations required by federal, State, or local law.
- n) The FSMC and the SFA shall comply with all building rules and regulations.
- o) The FSMC shall procure the most recent applicable health certification required by federal, State, or local law and post in a noticeable place in the food service area.
- p) The FSMC shall have State or local health certification for any facility outside the SFA in which it proposes to prepare meals and the FSMC shall maintain this health certification for the duration of the contract.
- q) The FSMC shall comply with the additional food and safety specifications by the SFA as reflected in Schedule F.

17) Employees

- a) Fingerprinting - The FSMC shall comply with the Regulations of the Commissioner - Part 87 Criminal History Record Check for Prospective School Employees. The **FSMC** will be responsible for fees associated with obtaining fingerprints of prospective employees. The fingerprinting process prescribed by the New York State Education Department must be followed.
- b) The results of all fingerprints from the Office of School Personnel Review and Accountability (OSPRA) must be given to the covered school district, charter school or BOCES as well as prospective employer (FSMC). A prospective school employee means any individual, employee of a provider of contracted services to a covered

school who is to be placed within such covered school. A covered school means a board of cooperative educational services, a charter school, a school district, or any nonpublic or private elementary or secondary school that elects to fingerprint and seek clearance for prospective employees from the department beginning July 1, 2007, geographically located in New York State, excluding the city school district of the City of New York. The FSMC must ensure that employee fingerprinting records are on file.

- c) The FSMC must complete and retain an Employment Eligibility Verification Form I-9 for each individual hired for employment. The form must be kept on file for three years after hiring an individual or one year after the employee is terminated.
- d) The FSMC shall comply with all wage and hours of employment requirements of federal and State Law.
- e) All employees of the FSMC shall be paid in accordance with the Fair Labor Standard Act, as amended and any other applicable statutes.
- f) The FSMC shall comply with Titles VI and VII of the Civil Rights Act of 1964 and the implementing regulations of the United States Department of Agriculture issued thereunder and any additions or amendments thereto. The FSMC shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60. The FSMC shall also ensure that a Civil Rights training, in accordance with 7 CFR 210.23(b) and FNS-113, Appendix B, is provided to all food service employees at least once each school year.
- g) The FSMC shall provide Workman's Compensation for its employees.
- h) The FSMC shall provide the SFA with a list of its personnel policies and fringe benefits for its employees.
- i) Staffing patterns shall be mutually agreed upon and there shall be no deviations from the recommended staffing pattern contained in Schedule G without the SFA's prior approval and consent.
- j) The FSMC shall not hire employees in excess of the number required for efficient school food service operations needed for the applicable months of the school year that the Child Nutrition Programs are in operation.
- k) The FSMC shall provide the SFA with a schedule of employees, positions, assigned locations, salaries (and hours to be worked) two full calendar weeks prior to the commencement of operation as reflected in Schedule G.
- l) The SFA may request in writing the removal of an employee of the FSMC who violates health requirements or conducts himself/herself in a manner which is detrimental to the physical, mental, or moral wellbeing of students. In the event of the removal or suspension of any such employee, the FSMC shall immediately restructure its staff without disruption in service.
- m) All FSMC personnel assigned to each school shall meet the professional standard requirements as prescribed by USDA, SED or the SFA in accordance with federal, State or local law regulations and guidance and shall be trained by the FSMC on the use of all meal preparation/service equipment, emergency valves, switches, fire and safety devices in the kitchen and cafeteria areas.
- n) The SFA will ensure that all FSMC employees have been subjected to the same hiring requirements as SFA employees as indicated in Schedule G (i.e., physicals, employee screenings, background checks, immigration, etc.) and ensure that the proper documentation is maintained on file.
- o) The FSMC will adhere to additional FSMC staffing requirements by the SFA regarding the interview process, resumes, qualifications, job descriptions, substitutes, time/attendance, snow days, vacation days, benefits, terminating, hiring, proper attire, communication with SFA, unions, wages, withholdings, workers compensation, unemployment insurance, retirements, student workers, etc. in Schedule G.
- p) The FSMC will adhere to additional FSMC staff training requirements by the SFA in Schedule G.
- q) The FSMC shall have the sole responsibility to compensate its employees, including all applicable taxes and insurance, and shall be solely responsible for any losses incurred by the SFA resulting from dishonest, fraudulent or negligent acts on the part of the FSMC's employees or agents. ALL food service employees shall comply with all rules of the SFA for cleanliness and courtesy.
- r) The FSMC shall be an independent contractor and not an employee of the SFA; nor are the employees of the FSMC employees of the SFA. If applicable, list all employees of the SFA that will be working in the school lunch program. If additional space is needed, indicate on Schedule G.

18) Emergency Closing

- a) The SFA will establish procedures on a site by site basis for working with the FSMC when there is a weather emergency, change in the site schedule, field trips, unexpected closings or other events that may affect participation in the meal program. Events not under the control of the SFA and acts of God shall not affect the guaranteed return to the SFA.

19) Licenses, Fees and Taxes

- a) The FSMC shall be responsible for paying all applicable taxes and fees, including but not limited to excise tax, State and local income taxes, payroll, and withholding taxes and hold the SFA harmless for all claims arising under such

taxes and fees.

- b) The SFA shall be responsible for paying sales taxes collected on any receipts deposited in its name.
- c) The FSMC shall be responsible for securing and posting all licenses, permits and food handler's cards as required by federal, State, or local law.
- d) The FSMC shall be responsible for any fines imposed by the county health department related to the FSMC's operation of the Program.

20) Income, Reimbursement/ Deposits

- a) All income accruing from the result of payments from children and adults, federal and State reimbursements, and all other income sources shall be deposited in the SFA's food service account.
- b) Any profit or guaranteed return shall remain in the SFA's food service account.
- c) The SFA shall receive all income from the program(s) including a la carte and/or vending machine sales which the SFA must deposit in the school cafeteria fund accounts. At no time shall the SFA relinquish Child Nutrition Program reimbursements to the FSMC.
- d) Authority to sign claims for reimbursement shall remain solely with the SFA.
- e) The FSMC staff cannot submit claims for reimbursement online or by mail and cannot be issued Child Nutrition Management System (CNMS) passwords in order to submit claims; however, they may prepare claims and provide supporting documentation for the SFA's review/approval.
- f) The SFA must review claims and accountability systems, as well as perform the edit checks, to determine the accuracy of claims before submission to SED.
- g) If reimbursement is denied as a direct result of the failure of the FSMC to comply with the provisions of this contract, the FSMC shall assume responsibility for the amount of denied reimbursements.

21) Vending Machines

- a) The FSMC must ensure that all sales generated from these a la carte vending machine sales accrue to the SFA and be deposited into the SFA's food service account and converted into equivalent meals using the set conversion factor established by this contract. The total number of vending machines determined by the SFA to be a part of the Child Nutrition Programs whose sales must be converted to equivalent meals are **0**.
- b) The **N/A** will be responsible for stocking, maintenance, upkeep, and emptying monies from the Child Nutrition a la carte vending machines and must provide a verifiable audit of items sold and revenues received.
- c) Timers may be requested for vending machines at the discretion of the SFA.

22) Financial Accounting, Reporting and Auditing

- a) Financial accounting by the FSMC shall be in accordance with USDA and New York State Department of Education rules and regulations and applicable federal and State Laws.
- b) The per meal cost (bid amount) is \$_____ for breakfast and \$_____ for lunch and \$_____ for snack.
- c) The FSMC reimbursement shall not exceed the per meal bid price and will be reimbursed only as approved and audited by **Assistant Superintendent for Business** or **District Treasurer** his/her authorized representative.
 - i) Reimbursement due to the FSMC shall equal meals claimed for reimbursement plus equivalent meals multiplied by the per meal bid price.
 - ii) SFA shall designate by title the employee whose responsibility shall be to supervise and audit all financials related to operations of the FSMC. **Assistant Superintendent for Business**.
- d) The FSMC's payment shall not exceed contract terms (meals plus equivalent meals multiplied by the bid price) and is limited to the extent of Program income.
- e) The SFA shall make payment within 15 days to the FSMC for the direct costs of operation after the submission of a valid claim in accordance with c), above, for each week of program operation to the extent of the school cafeteria fund account balance. Normal credit terms will be 15 days from billing date.
- f) The FSMC shall maintain source documentation records (supported by invoices, receipts, or other evidence) as the SFA will need to meet monthly reporting responsibilities. The FSMC must submit monthly operating statements in a format approved by the SFA no later than the fifteenth (15th) calendar day succeeding the month in which services were rendered; participation records shall be submitted no later than the fifth (5th) working day succeeding the month in which services were rendered and reported on a calendar month basis. The SFA shall perform edit checks on the participation records provided by the FSMC prior to the preparation and submission of monthly claims for reimbursement as well as audit food, labor and other large expenses and perform random audits of smaller expenses on a monthly basis.
- g) The FSMC shall provide the SFA with a year-end statement by the date determined by the SFA **July 10th** the SFA shall audit the FSMC's operations as part of its year-end audit. The SFA and FSMC must provide all necessary

- h) documents for the independent auditor and/or to conduct the SFA's single audit.
- i) The FSMC must provide all information requested by the SFA, which will allow the SFA to make adjustments to the correct accounting period after the SFA has reconciled FSMC source documentation to effectuate payment. Failure to do so will result in delays in payment to the FSMC. NYSED reserves the right to randomly request SFA and/or FSMC copies of invoices and operating statements to ensure compliance.

23) Books/ Records and Record Retention

- a) Books and records of the FSMC pertaining to the school food service operations shall be maintained and made available in accordance with federal and State record retention policies, for a period of three (3) years from the day of the State Agency or the SFA's final allowable payment under the contract has been recorded. The following records must be maintained for the three-year period following the recording of the final payment: original bid and contract, basis for contract selection, terms and conditions of the contract, billing and payment records, and history of FSMC's claims and breaches. The three-year period shall be extended if there are bid protests, litigation and audits. In these cases, the records must be retained until the completion of the action and resolution of all issues arising from the action or the expiration of the regular three-year period, whichever is last.
- b) Books and records of the FSMC pertaining to the Program operations shall be made available, immediately upon demand, in an easily accessible manner for audit, examination, excerpts and transcriptions by the SFA and/or any state or federal representatives and/or auditors. Failure to do so in a timely manner will result in potential loss of reimbursements to the SFA and subsequently loss of payment to the FSMC. FSMC must adhere to all Federal, State or Local record retention policies and procedures.
- c) The FSMC shall not remove any records from the SFA premises upon termination of the contract, including those mandated by federal, State or local law or policy.

24) Insurance

- a) The FSMC shall procure and maintain at its own expense a general liability policy which names the SFA as an additional insured on all required insurance policies, including products liability in the amounts of at least **\$10,000,000.00** for injury and death, and property damage with a limit of **\$10,000,000.00** for each accident provided by insurance companies authorized to do business in the State of New York. The certificate of insurance shall provide for notice to the SFA of cancellation of insurance policies sixty (60) days before such cancellation is to take effect.
- b) The FSMC shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the FSMC pursuant to this agreement. The FSMC shall indemnify and hold harmless the SFA and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this Agreement.
- c) In accordance with Form #9, the FSMC shall provide a certificate of insurance for all required policies; the certificate of insurance shall contain: 1) names and addresses of insured; 2) titles and locations of the operations to which the insurance applies; 3) number of the policy and type or types of insurance in force thereunder on the date of the certificate; 4) expiration date of the policy and the type and types of insurance in force thereunder on the date of the certificate; 5) statement that the insurance of the type afforded by the policy applies to all of the operations and activities on and at the site of the project or incidental thereto, which are undertaken by the FSMC during the performance of the contract.
- d) The FSMC shall provide fire and theft insurance at its own expense to cover any risk created by fire and/or theft to its property located on the premises of the SFA. The FSMC further agrees to provide all necessary fire and/or theft insurance to cover clothes, garments and other articles owned by their employees.

25) Performance Security

- a) The FSMC shall provide the security form, as authorized, prior to the commencement of food service operations. The performance security shall be in a form acceptable to the SFA and shall be in the amount of **\$** _____. The FSMC shall submit the performance security to the SFA prior to the commencement of program operations.
- b) It is recommended and encouraged that all security options be left open to the bidder. However, the SFA may choose to eliminate one or more options in the bid specifications.

26) Contract Term, Termination and Renewals

- a) This contract shall become effective on **7/1/2019** and terminate on **6/30/2020**.
- b) This contract may be extended by the SFA and the FSMC under the rules and regulations prescribed by the Commissioner of Education; however, pursuant to federal regulations CFR Part 210.16 (d), the contract between a

school food authority and food service management company shall be of a duration of no longer than (1) one year; with the option to renew/extend annually with a maximum of (4) four years. Such renewals/extensions shall be executed prior to termination of the preceding contract period and shall not extend the original contract period beyond five years.

- c) If the FSMC violates or breaches the terms of and conditions of this Contract, the SFA shall give the FSMC written notice and an opportunity to cure the violation/breach. Should the FSMC fail to make reasonable progress to affect such cure, or correct the violation/breach, the SFA may assess the following penalties against the FSMC:

First written notification of violation/breach.
Correction or reasonable progress to effect such cure must be made within five (5) operating days.

Failure to comply will result in penalty of \$500 per day per school involved.

Second written notification for the same violation/breach. Corrective or reasonable progress to effect such cure must be made within five (5) operating days.

Failure to comply will result in penalty of \$750 per day per school involved.

Third written notification for the same violation/breach. Correction or reasonable progress to effect such cure must be made within five (5) operating days.

Failure to comply will result in penalty of \$1000 per day per school involved.

Failure to comply with these notices will be considered cause for termination of the contract in accordance with the sixty (60) day termination clause below.

- d) The SFA or the FSMC may terminate the contract, for cause, by giving sixty (60) days written notice, except: If the FSMC makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of bidder's insolvency. If anticipated revenues or commodity assistance from federal and State reimbursements are reduced and the FSMC submits in writing a proposal of recommended changes necessary to maintain Program solvency yet the SFA repeatedly refuses or fails to take appropriate action to maintain Program solvency within thirty (30) days of receipt of said notice, the FSMC may, without prejudice and within seven (7) days written notice, terminate the contract.
- e) The SFA or FSMC may terminate the contract, for convenience, by giving sixty (60) days advance written notice to the other party. Such notice shall set forth with sufficient specificity such party's reasons for termination. A FSMC facilitating the termination for convenience clause must provide adequate advance notice to the SFA that would permit the SFA sufficient time to arrange alternate food service.
- f) Neither the FSMC nor the SFA shall be responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any acts not within the control of either the FSMC or the SFA, respectively, and which by the exercise of due diligence it is unable to prevent.
- g) Contract Cost Adjustment: The SFA may negotiate at the end of each one year contract period for a cost increase not to exceed the annual percentage increase of the New York - Northeastern New Jersey Consumer Price Index for all Urban Consumers for the preceding year, provided it has been satisfactorily established by the FSMC that there has been at least an equivalent increase in the amount of its cost of operation during the period of the contract.

27) General

- a) This contract shall be construed under the laws of the State of New York. Any action or proceeding arising out of this contract shall be brought in the appropriate courts of the State of New York.
- b) The SFA shall neither solicit or accept gratuities, favors or anything of monetary value from contractors or potential contractors. To the extent permissible under State law, rules and/or regulations, violations of these standards shall be subject to appropriate penalties, sanctions and/or other disciplinary actions.
- c) The FSMC shall comply with the provisions of the bid specifications and hereby in all respects made a part of this contract.
- d) The FSMC may not subcontract out services to be rendered pursuant to the terms of this contract without the express prior approval, written authorization and consent of the SFA and governing board of the SFA.
- e) The SFA reserves the right to reject any and all items which do not comply with the requirements set forth herein.
- f) This contract constitutes the entire contract between the SFA and the FSMC and may not be changed; terminated

- g) No waiver of any default shall be construed to be or constitute a waiver of any subsequent default.
- h) Payments on any claim shall not preclude the SFA from making claim for adjustment on any item found not to have been in accordance with the provisions of this contract and bid specifications.
- i) This contract shall not be renegotiated throughout the term of this contract. If renegotiations and/or material changes occur any time during the five-year term, rebidding is required.
- j) SED reserves the right to deny reimbursement due to a SFA's failure to follow proper bidding procedures.
- k) The complete contract includes all documents submitted by the SFA and all documents submitted by the FSMC that have been mutually agreed upon by both parties; i.e., worksheets, schedules, appendices, etc.
- l) The terms and conditions of this contract are subject to review and approval by the New York State Department of Education, Child Nutrition Program Administration.
- m) It is further agreed between the SFA and the FSMC that the clauses attached hereto and designated as, required Forms #1-#13, Schedules A-I and Appendices A-B are hereby in all respects made a part of this contract.
- n) The successful bidder shall enter the SFA FOOD MANAGEMENT COMPANY CONTRACT attached hereto and, in all respects, made a part of this bid specification. By submitting a bid, the bidder agrees to all the terms and conditions contained herein.
- o) In the event fiscal action is taken by SED against the SFA based on areas of non-compliance related to the menu/meal pattern found during any administrative reviews, procurement review or program irregularity review, conducted during the course of this contract, the SFA can recoup funds from the FSMC.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Original Signatures and Date of Both Parties Required <i>(Original Signatures must be in blue ink only)</i>	
<i>Signature President, Board of Education</i>	<i>Authorized Signature of FSMC and Title</i>
<i>Print Name</i>	<i>Print Name</i>
<i>Pelham Union Free School District</i>	
<i>Name of School Food Authority</i>	<i>Name of Food Service Management Company</i>
<i>Date</i>	<i>Date</i>

Please note: The SFA is not liable for any cost incurred by the bidder prior to the signing of a contract by all parties. Paying the FSMC from Child Nutrition Program funds is prohibited until the contract is signed.

Corporate Affidavit

STATE OF: _____

COUNTY OF: _____ SS: _____

CITY OF: _____

On _____ day of _____, 20____, before me, the Subscriber, personally came to me

this _____ known, who

being by me duly sworn, did depose and say that she/he resides in the town/city of _____

, _____ State, that she/he is the _____ of

the corporation described in and which executed the above instrument; that she/he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that she/he signed her/his name thereto by like order.

Corporate Official Name: _____

Corporate Official Signature: _____
(Blue Ink Only)

Affix Corporate Seal Here:

(Date)

AFFIX NOTARY PUBLIC SEAL HERE

Bidding Requirements/ Specifications Section

1. Bid Purpose

- a. The purpose of this solicitation is to provide for the successful operation of a nutritious, quality food service program and to create a level playing field for all potential bidders. The FSMC will assume responsibility for the efficient management of the SFA's food service program including purchasing, receiving, storing, setting up cafeteria lines, counter service, dining room service, clean-up, sanitation, training, hiring and supervising personnel, and presenting food in a way to create optimum student participation. The responsibility will include the proper use of federally donated commodities.
- b. The Bidder under these specifications will be referred to as the Food Service Management Company (FSMC) and the contract will be between the FSMC and the School Food Authority (SFA). Please refer to Appendix A for standard definitions and Appendix B for standard clauses referenced in the NYSED Prototype Bid Specifications.
- c. The FSMC, as the independent contractor, shall have the exclusive right to operate the SFA's Child Nutrition meal service operations that the SFA is currently participating in, as indicated below:

National School Lunch Program (NSLP)

School Breakfast Program (SBP)

☐ Special Milk Program (SMP)

☐ Summer Food Service Program (SFSP)

☐ Afterschool Snack Program (Snack)

☐ Fresh Fruit and Vegetable Program

The SFA shall specify below any of the above programs it does not currently participate in, but that it anticipates entering during the course of this contract and that are consequently included as a part in this contract:

SFSP, After School Snack Program, FF&VP

It is important to note that this is a multiple-year contract; therefore, specifications should be prepared with that in mind. However, if the SFA decides not to include these programs as a part of this contract term at this time, any future inclusion of additional programs or termination of existing programs during the course of this contract, or any extension resulting in an increase or decrease to costs of the contract that would have caused contract bidders to bid differently or impact procurement thresholds, will constitute material changes requiring the contract to be rebid.

All costs resulting from contracts that do not meet the requirements of 7CFR part 210.16 are unallowable nonprofit school food service account expenses. When the SFA fails to incorporate SED required changes to contract documents, all costs resulting from the subsequent contract award are unallowable charges to the nonprofit school food service account.

2. Bid Specification Development

- a. A potential and/or incumbent FSMC can help an SFA develop bid specifications, but, if they do so, they cannot submit a bid.
- b. A consultant can be hired to assist in the development of bid specifications, but SED holds the SFA responsible for the proper submission of contract documents.

3. Advertisement of Bids

- a. Advertisements shall contain the time and place where bids will be received and publicly opened and read. At least 5 days shall elapse between the first publication of advertisement and the date for opening and reading bids. For example, bids advertised on the first of the month, may be opened on the 6th. SED recommends two weeks for advertising and the bid opening.
- b. The vendor conference and walk-through must be scheduled after the bid has been advertised and the bid specifications are ready for distribution.

4. Submission of Bids

- a. Bids will be received as stated on the cover sheet, for the privilege and right to conduct/operate food service within facilities listed in service locations and times.
- b. Bids shall be submitted on the forms provided by the SFA. Bids may not be faxed or sent by electronic mail. Delivery of bids at the appointed time is the responsibility of the bidder.

- c. Bidders requiring clarification or interpretation of the bidding documents shall make a request to the SFA by: **6/10/2019**, which is prior to the date fixed for the opening of bids.
- d. The SFA will not consider any bid received after the exact time specified for receipt.
- e. The SFA must respond to all bidders' questions, whether verbal or in writing, whether the question is asked at a vendor conference or if the question is in writing from a potential bidder. Any answers to questions, clarification, interpretation and/or correction of this document shall be submitted to all prospective bidders by the SFA prior to the opening of bids. All answers to questions must be provided in a uniform method to ensure an equal and level playing field.
- f. Along with their completed bids, bidders will provide evidence demonstrating their ability to administer school food service programs, including, if applicable, a list of any and all SFAs for which they have operated during the past three years, along with a summary of those same years indicating that the bidder successfully operated a complex food service program requiring nutritional meals in compliance with the USDA regulations. In lieu of organizational experience, staff expertise must be demonstrated.
- g. It is the understanding of any FSMC submitting a bid that they agree to all terms and conditions of the bid specification.

5. Rejection of Bids

- a. The SFA reserves the right to reject any and all bids, if deemed to be in the best interest of the SFA, and to consult with the school attorney when necessary.
- b. Failure of the SFA to follow proper bidding procedures may also result in the rejection of all bids and be subjected to rebidding by SED.
- c. Any or all zero bids submitted by a potential and/or incumbent bidder shall be rejected and rebidding will be required.

6. Bid Protests

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

7. Bidder's Responsibility

- a. The bidder is responsible for personally examining the SFA's participation data, job sites, pricing, food and beverage procurement specifications, menus, serving times, non-nutritious foods, the SFA's local wellness policy and the cost responsibility detail sheet (Schedules D1 & D2) as they relate to the conditions existing at each job site. No pleas of ignorance relating to any data, conditions or requirements that exist or that may be encountered under this contract will be accepted as a result of failure or omission on the part of the FSMC to fulfill in every respect all the requirements, nor will the same be accepted as a basis for any claim whatsoever for extra charges for food services.

8. SFA's Prior Year's Participation and Meal Pricing Information

a. Lunch

- i. Participation in the National School Lunch Program for the Sep-18 to Mar-19 school year.*

<u>School</u>	<u>Selling Price</u>		<u>Average Daily Participation</u>			<u>Total Adults/ Faculty</u>
	<u>Student</u>	<u>Adult</u>	<u>Free</u>	<u>Reduced</u>	<u>Paid</u>	
Colonial Elementary	\$2.75	\$4.30 includes tax	4	0	96	—
Hutchinson Elementary	\$2.75	\$4.30 includes tax	50	3	96	—
Pelham Memorial High School	\$3.25	\$4.30 includes tax	69	9	414	—
Pelham Middle School	\$3.25	\$4.30 includes tax	Included in HS	Included in HS	Included in HS	—
Prospect Hill Elementary	\$2.75	\$4.30 includes tax	3	0	92	—
Siwanoy Elementary	\$2.75	\$4.30 includes tax	3	0	80	—
Total	\$	\$	130	11	778	—

b. Breakfast

- i. Participation in the School Breakfast Program for the Sep-18 to Mar-19 school year.*

<u>School</u>	<u>Selling Price</u>		<u>Average Daily Participation</u>			<u>Total Adults/ Faculty</u>
	<u>Student</u>	<u>Adult</u>	<u>Free</u>	<u>Reduced</u>	<u>Paid</u>	
Colonial Elementary	\$ 1.50	\$3.25 includes tax	1	0	0	—
Hutchinson Elementary	\$ 1.50	\$3.25 includes tax	5	0	2	—
Pelham Memorial High School	\$2.50	\$3.25 includes tax	7	1	9	—
Pelham Middle School	\$2.50	\$3.25 includes tax	Included in HS	Included in HS	Included in HS	—
Prospect Hill Elementary	\$ 1.50	\$3.25 includes tax	0	0	3	—
Siwanoy Elementary	\$ 1.50	\$3.25 includes tax	0	0	0	—
<u>Total</u>	\$	\$	13	1	14	—

c. Pricing Information (Continued)

- i. A la Carte Sales to students and adults for the Sep-18 to Mar-19 school year.* **TOTAL: \$ 215,307.00**
- ii. Sales in the Special Milk Program for the Select Month/Year to Select Month/Year school year.* **TOTAL: \$ Not Applicable**
- iii. Child Nutrition revenues (sales of meals and reimbursement received for breakfast, lunch, snacks and milk) for the Sep-18 to Mar-19 school year.* **TOTAL: \$ 376,826.00**

If the entire school year's data was not used, please provide an explanation below.

Updated revenues will be provided at the vendor conference on 6/3/19.

9. Prices

- a. The prices to be charged for the **2019 - 2020** (upcoming) school year are as follows:

Insert Student and Adult Meal Prices Below:

<u>School</u>	Student Lunch	*Adult Lunch	Student Breakfast	Adult Breakfast	Student Milk	Adult Milk
Colonial Elementary	\$2.75	\$4.30 includes tax	\$ 1.50	\$3.25 includes tax	\$.50	\$.50+
Hutchinson Elementary	\$2.75	\$4.30 includes tax	\$ 1.50	\$3.25 includes tax	\$.50	\$.50+
Pelham Memorial High School	\$3.25	\$4.30 includes tax	\$2.50	\$3.25 includes tax	\$.50	\$.50+
Pelham Middle School	\$3.25	\$4.30 includes tax	\$2.50	\$3.25 includes tax	\$.50	\$.50+
Prospect Hill Elementary	\$2.75	\$4.30 includes tax	\$ 1.50	\$3.25 includes tax	\$.50	\$.50+
Siwanoy Elementary	\$2.75	\$4.30 includes tax	\$ 1.50	\$3.25 includes tax	\$.50	\$.50+

**The price of an adult lunch should be based on the over 60% reimbursement rate for free lunch, plus the USDA Foods entitlement rate for the current school year, plus sales tax. These prices may be changed only after approval by the Board of Education of the SFA. The FSMC shall be notified of such approval thirty (30) days before new prices are effective.*

- b. The prices to be charge for a la carte for the **2019 - 2020** (upcoming) school year are as follows:

A La Carte Item	A La Carte Student Price	A La Carte Adult Price *
<u>See attached</u>	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

* Please note a la carte adult prices are for the same portion size as students. If adults are served a larger portion, the a la carte price should be increased accordingly. All adult a la carte prices must include sales tax and be charged accordingly.

Pelham A la Carte food and Drinks

Second Entree 2.00

David's Cookies: 35 cents each Choc. Chip, Candy, Sugar and Double Choc

Lindens Chippers 1.00

Pop tarts: Strawberry, Chocolate, Cinnamon 1.00

Rice Krispies 1.00

Kellogg's Nutri grain Bars 1.50

Granola Bars 1.00

Baked Lays 1.00

BBQ Baked Lays 1.00

Sour Cream and Onion Baked Lays 1.00

Ruffles Baked Cheddar 1.00

Cheetos Snacks 1.00

Cheez its Whole Grain 1.00

Doritos Flamas 1.00

Cool Ranch Doritos 1.00

Spicy Doritos 1.00

Doritos Nacho Chips 1.00

Funyuns 1.00

Popcorn 1.00

Fresh Fruit .50

Bagel W Cream Cheese 1.50

Drinks:

V-8 Fusion Smoothie: 10oz 2.75

Coffee: Med 1.50 Lg 1.75

Iced Coffee : 2.00

Izzi: Green Apple Clementine, Pomegranate, Raspberry 1.50

Snapple 1.50

Boxed Water 16 oz. 2.00

Milk: FF Choc, FF White, 1% White .50

4oz Apple and Orange Juice .50

10. Meal Service Locations and Times

Breakfast, lunch, milk and snack food will be provided in accordance with the terms and conditions of the food service specifications at the following locations:

Building Name	Lunch	Times of Service	Breakfast	Times of Service	Snack	Times of Service	Adult and a la Carte Service	Special Milk Program	Split Session Kindergarten SMP
Sample School	Yes	11:30a – 1:00p	Yes	7:30a – 8:00a	Yes	3:15p – 4:00p	Yes	No	No
Colonial Elementary	Yes	11:45-1:00	Yes	8:00-8:15	No		Yes	No	No
Hutchinson Elementary	Yes	11:45-1:15	Yes	8:00-8:15	No		Yes	No	No
Pelham Memorial High School	Yes	10:27-2:07	Yes	7:15-8:15	No		Yes	No	No
Pelham Middle School	Yes	<u>Served at the HS</u>	Yes	8:00-8:15	No		Yes	No	No
Prospect Hill Elementary	Yes	<u>11:45-1:00</u>	Yes	8:00-8:15	No		Yes	No	No
Siwanoy Elementary	Yes	<u>11:45-1:00</u>	Yes		No		Yes	Y/N	Y/N

11. Non-Nutritious Foods

The following items shall not be sold or dispensed:

1. All non-nutritious foods as regulated by USDA and NYSED.
2. All non-nutritious foods as specified in the SFA's Local Wellness Policy.
3. Any and All A la carte items that do not meet the "Smart Snack Regulation"
4. All Foods Containing High Fructose Corn Syrup
5. All Canned Vegetables except legumes and tomato products

12. Menu Cycle/ Meal Plan

- a. The 21-day cycle menu (see Schedule A) must be used as a standard for the purpose of basing bids or estimating average cost per meal. The FSMC must adhere to the cycle for the first 21 days of meal service. Menu standards as presented in the 21-day cycle menu must be maintained as to type and quality of meal service.
- b. The 21-day cycle menu should contain all the food items the SFA wants the FSMC to provide to the SFA's students. If the SFA wants students to have a number of choices of hot entrees and/or cold entrees daily, the menu included in this bid specification should reflect those choices along with the description of the food item outlined in the Product Specifications in Schedule B. In addition, the menu and procurement standards must include the requirements of the SFA's wellness policy. For example, the wellness policy should exclude items containing high sodium to meet compliance with the Implementation Timeline of Sodium Target 1 and the Product Specifications in Schedule B should specify items with low sodium in them. It is important for SFAs to keep in mind that the 21-day menu and Product Specifications/Procurement Specifications are the means of ensuring FSMCs meet requirements of the SFA's wellness policy.

Final Rule Nutrition Standards in the National School Lunch and Breakfast Programs **(School Year 2019-2020)**

Meals must comply with the 2010 Dietary Guidelines for Americans. To accomplish this, the following food based menu plan standards and timeline must be adhered to by all parties:

	Breakfast Meal Pattern			Lunch Meal Pattern		
	Grades K-5 ^a	Grades 6-8 ^a	Grades 9-12 ^a	Grades K-5	Grades 6-8	Grades 9-12
Meal Pattern	Amount of Food ^b Per Week (Minimum Per Day)					
Fruits (cups) ^{b,c}	5 (1) ^e	5 (1) ^e	5 (1) ^e	2½ (½)	2½ (½)	5 (1)
Vegetables (cups) ^{b,c}	0	0	0	3¼ (¾)	3¼ (¾)	5 (1)
Dark green ^d	0	0	0	½	½	½
Red/Orange ^d	0	0	0	¾	¾	1¼
Beans/Peas (Legumes) ^d	0	0	0	½	½	½
Starchy ^d	0	0	0	½	½	½
Other ^{d,e}	0	0	0	½	½	¾
Additional Veg to Reach Total ^f	0	0	0	1	1	1½
Grains (oz eq) ^g	7 (1)	8 (1)	9 (1)	8 (1)	8 (1)	10 (2)
Meats/Meat Alternates (oz eq)	0 ^h	0 ^h	0 ^h	8 (1)	9 (1)	10 (2)
Fluid milk (cups) ⁱ	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)
Other Specifications: Daily Amount Based on the Average for a 5-Day Week						
Min-max calories (kcal) ^{j,k}	350-500	400-550	450-600	550-650	600-700	750-850
Saturated fat ^k (% of total calories)	< 10	< 10	< 10	< 10	< 10	< 10
Sodium (mg) ^k	< 540	< 600	< 640	< 1230	< 1360	< 1420
Trans fat ^k	Nutrition label or manufacturer specifications must indicate zero grams of trans fat per serving.					

- a. Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is ⅓ cup.
- b. One quarter-cup of dried fruit counts as ½ cup of fruit; 1 cup of leafy greens counts as ½ cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.
- c. For breakfast, vegetables may be substituted for fruits, but the first two cups per week of any such substitution must be from the dark green, red/ orange, beans and peas (legumes) or “Other vegetables” subgroups as defined in § 210.10(c)(2)(iii).
- d. Larger amounts of these vegetables may be served.
- e. This category consists of “Other vegetables” as defined in § 210.10(c)(2)(iii)(E). For the purposes of the NSLP, “Other vegetables” requirement may be met with any additional amounts from the dark green, red/orange, and beans/peas (legumes) vegetable subgroups as defined in § 210.10(c) (2)(iii).
- f. Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.
- g. All grains must be whole grain-rich in both the NSLP and the SBP beginning July 1, 2014.
- h. There is no separate meat/meat alternate component in the SBP. Schools may substitute 1 oz. eq. of meat/meat alternate for 1 oz. eq. of grains after the minimum daily grains requirement is met.
- i. Fluid milk must be low-fat (1 percent milk fat or less, unflavored) or fat-free (unflavored or flavored).
- j. The average daily amount of calories for a 5-day school week must be within the range (at least the minimum and no more than the maximum values).
- k. Discretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, trans fat, and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than 1 percent milk fat are not allowed.

Implementation Timeline

Meals must comply with the 2010 Dietary Guidelines for Americans. To accomplish this, the following food based menu plan standards and timeline must be adhered to by all parties:

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

13. Purchase Specifications

- a. Food and beverage procurement specifications are to be developed by the SFA based on individual SFA preferences and requirements and included in Schedule B. A nutrient fact label from the manufacturer must be available for processed brand name products.
- b. Section 104 (d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) to purchase domestic commodities or products for use in meals served under the NSLP and SBP. The legislation defines "domestic commodity or product" as one that is produced in the United States and is processed in the United States substantially using agricultural commodities that are produced in the United States. "Substantially" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. These provisions now apply to all funds in the food service account and not just to federal reimbursement.
- c. Wherever possible, and within the guidelines stated in the previous paragraph, the FSMC shall purchase foods which are labeled with a CN label by the manufacturer. In all other cases, procurement standards must be clear and include the following information: grades, purchase units, style, condition, weight, ingredients, formations and delivery times which the SFA should check to determine if procurement standards are being met and shall be complied with by the FSMC; if a brand name is being specified, the SFA must also include "or equal value" to allow potential bidders to comply with the SFA's bid specifications.
- d. Section 204 of the Child Nutrition and Women, Infants and Children Reauthorization Act of 2004 (PL 108-265) signed into law June 30, 2004 included a provision that requires each local educational agency (LEA) participating in the National School Lunch Program, School Breakfast Program, Special Milk Program and Summer Food Service Program to establish a Local Wellness Policy for schools under the LEA. The nutrition guidelines selected by the SFA for all foods available on each school campus under the SFA during the school day with the objectives of promoting student health and reducing childhood obesity must be implemented by the FSMC. The Local Wellness Policy is to be included as a part of the bid package in Schedule C. A la carte items are also to meet the SFA's standards indicated in Schedules A, B and C.

14. Performance Security

- a. It is recommended and encouraged that all performance security options be left open to the bidder. However, the SFA may select one, two or three of the options as indicated below:
- b. The FSMC shall be required to:

☐ 1. **Performance Bond –**

Submit with the bid an assurance by a surety authorized to conduct business within New York State, that if selected as the successful bidder, and upon award of the contract, a performance bond will be issued in the amount of \$_____ (10% of annual projected operating costs). Simultaneously with delivery of the executed contract, the successful vendor must provide to the SFA the executed surety company bond as required, to be held as security by the SFA for the faithful performance by FSMC of all terms of the contract. If selected, attach a copy of the Performance Bond on Required Form 10.

☐ 2. **Reserve Fund –**

Submit with the bid an authorization for the SFA to hold in a reserve fund the amount of \$_____ (10% of annual projected operating costs) out of the initial revenues produced by the school lunch program and earned by the FSMC. The SFA shall retain such reserve fund until the FSMC has faithfully performed all terms of the contract. If selected, attach a copy of the Authorization on Required Form 10.

☐ 3. **Certified Check –**

Submit with the bid a letter of intent which states that a certified check, payable to the SFA in the amount of \$__ (10% of annual projected operating costs) will be issued upon award of the bid. Simultaneously, with delivery of the executed contract, the successful bidder must provide to the SFA, the certified check as required, to be held as security by the SFA for the faithful performance by the FSMC of all terms of the contract.

15. Bid Options

- a. The SFA has determined that the following bid option will be accepted: *(Check one)*

☒ **Bid Option 1 –** The SFA will use this bid option for receiving the same bid price for breakfast and lunch meals.

☐ **Bid Option 2 –** The SFA will require separate bids for the following programs (check all that apply):

☐ Breakfast

☐ Lunch

☐ Snack

The FSMC's cost reimbursement shall not exceed the contract terms (meals plus equivalent meals served multiplied by the Per Meal Cost Reimbursement Rate), limited to the extent of program income.

16. Bid Forms

- a. The SFA must cross out the options that are not relevant on the applicable bid form and fill in the blank amount(s) where applicable.
- b. Each bidder must complete the applicable bid form and the applicable annual financial budget projection exhibit(s) based on the SFA's bid option selection.
- c. The bid amount should take into account the value of USDA Foods, as specified in Schedule H

2019-2020 Bid Form (Option 1)

(The FSMC bidding on this option must also complete the annual financial budget projection on Exhibit 1)

The contract will be awarded based on the lowest responsible bid proposal for a per meal cost for breakfast and lunch, as defined herein. The FSMC will bill the SFA based on the individual per meal amounts.

Per meal cost rate		=	
*Transfer this amount to either Option A, B or C selected by the SFA below.			(Per Meal)

We, the undersigned agree to operate the food service management program as described in the bid specifications for the **2019 - 2020** school year. This proposal is subject to all the attached definitions, terms, conditions and specifications and we hereby agree to enter into the attached agreement subsequent to the award of the bid.

To be Completed by SFA – (Cross out the option(s) that are not relevant and also fill in blank amount where applicable)	
<p>Option A - Guaranteed Return to SFA</p> <p>TOTAL PER MEAL COST for the operation of the program wherein all operating costs, incurred by the SFA of * \$ <u>40,000</u> will accrue from program income including all cash receipts from the sale of meal pattern lunches, a la carte items, special milk program, adult meals, breakfast program, snacks and federal and State reimbursements. Any deficit will be assumed by the FSMC.</p>	<p><u>Grand Total Bid Amount</u> (To be completed by FSMC based on option selected by SFA)</p>
<p><input type="checkbox"/> Option B - Break Even</p> <p>TOTAL PER MEAL COST for the operation of the program wherein all operating costs will accrue from program income including all cash receipts from the sale of meal pattern lunches, a la carte items, special milk program, adult meals, breakfast program, snacks and federal and State reimbursements. Any deficit will be assumed by the FSMC.</p>	<p>Not Applicable</p>
<p><input type="checkbox"/> Option C - General Fund Subsidy</p> <p>TOTAL PER MEAL COST for the operation of the program requiring a General Fund subsidy of * \$ <u> </u> to cover the operating costs which exceed cash receipts from the sale of meal pattern lunches, a la carte items, special milk program, adult meals, breakfast program, snacks and federal and State reimbursements. The SFA shall not be liable from the General Fund over and above this subsidy.</p>	<p>Not Applicable</p>
<p>*To be completed by the SFA</p> <p>**The minimum conversion factor to be used to convert a la carte sales is \$3.79. Please note: The New York State Education Department establishes the a la carte conversion factor to be used to convert a la carte sales to equivalent meals, which include a la carte sales to students, adults and Child Nutrition vending machine sales as determined by the SFA to be part of the Child Nutrition Program. This conversion factor must reflect the most current rate issued by the NYS Education Department at the time of bid advertisement and must be used at the time of the bid proposal.</p>	

SUBMITTED BY: (Original Signature Required – Blue Ink Only)	
<p>Name of FSMC: _____</p> <p>Address: _____</p>	<p>Authorized Signature: _____</p> <p>Printed Name, Title: _____</p> <p>Date: _____</p>

Exhibit #1: 2019-2020 Annual Financial Budget Projection

(For use with BID OPTION 1 Breakfast and Lunch with the same bid price)

TO BE COMPLETED BY THE FSMC

A proposed financial budget must be included with the bid proposal and should contain the following information:

(A) PROJECTED GROSS RECEIPTS FOR BREAKFAST AND LUNCH

1. Cash Sales	
a. Full Price and Reduced-Price Lunch Sales	
b. Adult and Student a la Carte Sales	
c. Special Milk Sales	
d. Full Price and Reduced-Price Breakfast Sales	
2. Federal and State Reimbursements	
3. General Fund Subsidy (Where Applicable)	
4. Total Projected Receipts	

(B) PROJECTED EXPENSES FOR BREAKFAST AND LUNCH

1. Food Costs	
2. Labor-Salaries/Fringe Benefits	
3. Miscellaneous (As Defined Herein)	
4. Management Fee	
5. Total Projected Expenses	
6. SFA Guaranteed Return	
(Item A.4 minus Item B.5) = SFA Guaranteed Return. This amount must equal or exceed the guaranteed return to the SFA as specified by the SFA under bid Option A.	

(C) PROJECTED MEALS FOR BREAKFAST AND LUNCH

1. Student Meal Pattern	
Breakfast	
Lunch	
Total	
2. A La Carte Sales	
Divided by Conversion Factor**	\$3.79
Equivalent Meals	
3. Total Projected Meals	

(D) PROJECTED MEALS PER LABOR HOUR FOR BREAKFAST AND LUNCH

1. Total Projected Meals (Item C.3.)	÷	
2. Projected meals per labor hour	=	

**** See bid for conversion factor explanation**

2019-2020 Bid Form (Option 2)

(The FSMC bidding on this option must also complete the annual financial budget projection on Exhibit 2A, 2B, 2C)

The contract will be awarded based on the lowest responsible bid proposal for the combined grand total of breakfast and lunch, which shall reflect a per meal cost for breakfast, lunch and snack, as defined herein. The FSMC will bill the SFA based on the individual per meal amounts.

Program	Total Per Meal	x	SFA Estimate of Meals and Equivalent Meals	=	Total SFA Cost
Breakfast	_____	x	_____	+	_____
Lunch	_____	x	_____	=	_____
Snack	_____	x	_____		_____
Grand Total*				=	_____

**Transfer this amount to either Option A, B or C selected by the SFA below.*

We, the undersigned agree to operate the food service management program as described in the bid specifications for the **2019 - 2020** school year. This proposal is subject to all the attached definitions, terms, conditions and specifications and we hereby agree to enter into the attached agreement subsequent to the award of the bid.

To be Completed by SFA – (Cross out the option(s) that are not relevant and also fill in blank amount where applicable)	
<input type="checkbox"/> Option A - Guaranteed Return to SFA TOTAL PER MEAL COST for the operation of the program wherein all operating costs, incurred by the SFA of * \$ _____ will accrue from program income including all cash receipts from the sale of meal pattern lunches, a la carte items, special milk program, adult meals, breakfast program, snacks and federal and State reimbursements. Any deficit will be assumed by the FSMC.	<u>Grand Total Bid Amount</u> <i>(To be completed by FSMC based on option selected by SFA)</i>
<input type="checkbox"/> Option B - Break Even TOTAL PER MEAL COST for the operation of the program wherein all operating costs will accrue from program income including all cash receipts from the sale of meal pattern lunches, a la carte items, special milk program, adult meals, breakfast program, snacks and federal and State reimbursements. Any deficit will be assumed by the FSMC.	
<input checked="" type="checkbox"/> Option C - General Fund Subsidy TOTAL PER MEAL COST for the operation of the program requiring a General Fund subsidy of * \$ ____ to cover the operating costs which exceed cash receipts from the sale of meal pattern lunches, a la carte items, special milk program, adult meals, breakfast program, snacks and federal and State reimbursements. The SFA shall not be liable from the General Fund over and above this subsidy.	
<p>*To be completed by the SFA</p> <p>**The minimum conversion factor to be used to convert a la carte sales is \$3.79. Please note: The New York State Education Department establishes the a la carte conversion factor to be used to convert a la carte sales to equivalent meals which include a la carte sales to students, adults and Child Nutrition vending machine sales as determined by the SFA to be part of the Child Nutrition Program. This conversion factor must reflect the most current rate issued by the NYS Education Department at the time of bid advertisement and must be used at the time of the bid proposal.</p>	

SUBMITTED BY: (Original Signature Required – Blue Ink Only)	
Name of FSMC: _____ Address: _____ _____ _____	Authorized Signature: _____ Printed Name, Title: _____ Date: _____

Exhibit #2A: 2019-2020 Annual Financial Budget Projection

(For use with BID OPTION 2 – Lunch Bid)

TO BE COMPLETED BY THE FSMC

A proposed financial budget must be included with the bid proposal and should contain the following information:

(A) **PROJECTED GROSS RECEIPTS FOR LUNCH**

1. Cash Sales	
a. Full Price and Reduced-Price Lunch Sales	
b. Adult and Student a la Carte Sales	
c. Special Milk Sales	
2. Federal and State Reimbursements	
3. General Fund Subsidy (Where Applicable)	
4. Total Projected Receipts	

(B) **PROJECTED EXPENSES FOR LUNCH**

1. Food Costs	
2. Labor-Salaries/Fringe Benefits	
3. Miscellaneous (As Defined Herein)	
4. Management Fee	
5. Total Projected Expenses	
6. SFA Guaranteed Return	
(Item A.4 minus Item B.5) = SFA Guaranteed Return. This amount added to the figure on B 6 of Schedule C 3 must equal or exceed the guaranteed return to the SFA as specified by the SFA under bid Option A.	

(C) **PROJECTED MEALS FOR LUNCH**

1. Student Meal Pattern Lunch	
2. A La Carte Sales	
Divided by Conversion Factor**	\$3.79
Equivalent Meals	
3. Total Projected Meals	

(D) **PROJECTED MEALS PER LABOR HOUR FOR LUNCH**

1. Total Projected Meals (Item C.3.)	÷	Total Projected Labor Hours
2. Projected meals per labor hour	=	

** See bid for conversion factor explanation

Exhibit #2B: 2019-2020 Annual Financial Budget Projection

(For use with BID OPTION 2 – Breakfast Bid)

TO BE COMPLETED BY THE FSMC

A proposed financial budget must be included with the bid proposal and should contain the following information:

(A) **PROJECTED GROSS RECEIPTS FOR BREAKFAST**

1. Cash Sales	
a. Full Price and Reduced-Price Breakfast Sales	
b. Adult and Student a la Carte Sales	
c. Special Milk Sales	
2. Federal and State Reimbursements	
3. General Fund Subsidy (Where Applicable)	
4. Total Projected Receipts	

(B) **PROJECTED EXPENSES FOR BREAKFAST**

1. Food Costs	
2. Labor-Salaries/Fringe Benefits	
3. Miscellaneous (As Defined Herein)	
4. Management Fee	
5. Total Projected Expenses	
6. SFA Guaranteed Return	
(Item A.4 minus Item B.5) = SFA Guaranteed Return. This amount added to the figure on B 6 of Schedule C 3 must equal or exceed the guaranteed return to the SFA as specified by the SFA under bid Option A.	

(C) **PROJECTED MEALS FOR BREAKFAST**

1. Student Meal Pattern Breakfast	
2. A La Carte Sales	
Divided by Conversion Factor**	\$3.79
Equivalent Meals	
3. Total Projected Meals	

(D) **PROJECTED MEALS PER LABOR HOUR FOR BREAKFAST**

1. Total Projected Meals (Item C.3.)	÷	Total Projected Labor Hours
2. Projected meals per labor hour	=	

** See bid for conversion factor explanation

Exhibit #2C: 2019-2020 Annual Financial Budget Projection

(For use with BID OPTION 2 – Snack Bid)

TO BE COMPLETED BY THE FSMC

A proposed financial budget must be included with the bid proposal and should contain the following information:

(A) **PROJECTED GROSS RECEIPTS FOR SNACK**

1. Cash Sales	
a. Full Price and Reduced-Price Snack Sales	
b. Adult and Student a la Carte Sales	
2. Federal Reimbursements	
3. General Fund Subsidy (Where Applicable)	
4. Total Projected Receipts	

(B) **PROJECTED EXPENSES FOR SNACK**

1. Food Costs	
2. Labor-Salaries/Fringe Benefits	
3. Miscellaneous (As Defined Herein)	
4. Management Fee	
5. Total Projected Expenses	
6. SFA Guaranteed Return	
(Item A.4 minus Item B.5) = SFA Guaranteed Return. This amount added to the figure on B 6 of Schedule C 3 must equal or exceed the guaranteed return to the SFA as specified by the SFA under bid Option A.	

(C) **PROJECTED MEALS FOR SNACK**

1. Student Meal Pattern Snack	
2. A La Carte Sales	
Divided by Conversion Factor**	\$3.79
Equivalent Meals	
3. Total Projected Meals	

(D) **PROJECTED MEALS PER LABOR HOUR FOR SNACK**

1. Total Projected Meals (Item C.3.)	÷	Total Projected Labor Hours
2. Projected meals per labor hour	=	

** See bid for conversion factor explanation

17. Award of Contract

- a. Award of the contract shall be to the lowest responsible bidder whose responsibility shall be determined by the SFA Board of Education.
- b. In preparation for the first day of meal service, the FSMC awarded the contract must submit a detailed written timetable for the transition to their FSMC operations within 15 days of award of the contract. The timetable must include interviewing/hiring staff, training and provisions for providing other services and enhancements as outlined in this agreement and bid specifications.
- c. If the SFA allows bidders to bid under more than one option (A, B or C) on the BID FORM, the SFA will consider bids in the following consecutive order to determine the lowest responsible bidder: from the lowest Option A, then Option B, to the highest Option C.

IMPORTANT

(1) PREBID DOCUMENTS -

Complete NYSED Prototype Pre-bid Contracts are to be emailed to cn@nysed.gov 30 days prior to letting bids. Schedules A-I must contain complete information and be included in with the prototype pre-bid contract for review by NYSED Child Nutrition Program Administration Office. A pre-review email will be sent to the SFA once the pre-bid has been reviewed and approved.

(2) EXECUTED CONTRACTS -

Schedules A-I must contain complete information and be included in with the prototype pre-bid contract for review by NYSED Child Nutrition Program Administration Office.

Schedule A

ATTACH MENU(S) AND OTHER RELATED MATERIALS HERE

- I. Attach 21-day menu for breakfast and/or lunch and/or summer as applicable. The menu provided must be in compliance with the Food Based Meal Pattern and Nutrition Standards outlined on pages 48 and 49 of this contract. All menus must include the daily recommended portion sizes per serving.

- II. Attach the following related materials here:
 - a. SFA may attach a menu for each grade level
 - b. Merchandising specifications and Promotional specifications
 - c. Attach Sample Production Records - Refer to www.nysed.gov/cn/cnms.htm for sample production records
 - d. Attach Sample Standardized Recipes - Refer to www.nysed.gov/cn/cnms.htm for sample standardized recipes

- III. Milk is the only beverage choice in its own category. For example: Milk or juice cannot be a beverage choice. Beverages other than milk, including but not limited to iced tea, lemonade, punch, juice, water, coffee, fruit drinks, etc., may not be substituted for milk as part of the reimbursable meal.

- IV. An SFA with no capability to prepare a 21-day cycle menu may, with State Agency approval, require that each food service management company include a 21-day cycle menu, developed in accordance with the provisions of 7 CFR 210.10, 220.8, and/or 225.16, with its bid proposal. The SFA must attach a plan on how the menu will be evaluated to ensure compliance with the meal pattern for components and quantity, and dietary specifications, affordability, nutrition requirements, and appeal to students.

**PELHAM UNION FREE SCHOOL DISTRICT
ELEMENTARY BREAKFAST MENU
2019-20**

Monday	Tuesday	Wednesday	Thursday	Friday
			Day 1	Day 2
			WG Chocolate Chip Muffin 4 oz. 100% Fruit Juice and Fresh Fruit ½ Cup Milk	WG Bagel with Low Fat Cream Cheese or Butter 4 oz. 100% Fruit Juice and Fresh Fruit ½ Cup Milk
Day 3	Day 4	Day 5	Day 6	Day 7
WG Reduced Sugar Cereal with Cheese Stick 4 oz. 100% Fruit Juice and Fresh Fruit ½ Cup Milk	WG Bagel with Low Fat Cream Cheese or Butter 4 oz. 100% Fruit Juice and Fresh Fruit ½ Cup Milk	Corn Muffin 4 oz. 100% Fruit Juice and Fresh Fruit ½ Cup Milk	WG Bagel with Low Fat Cream Cheese or Butter 4 oz. 100% Fruit Juice and Fresh Fruit ½ Cup Milk	WG Chocolate Chip Muffin 4 oz. 100% Fruit Juice and Fresh Fruit ½ Cup Milk
Day 8	Day 9	Day 10	Day 11	Day 12
WG Bagel with Low Fat Cream Cheese or Butter 4 oz. 100% Fruit Juice and Fresh Fruit ½ Cup Milk	WG Chocolate Chip Muffin 4 oz. 100% Fruit Juice and Fresh Fruit ½ Cup Milk	WG Reduced Sugar Cereal with Cheese Stick 4 oz. 100% Fruit Juice and Fresh Fruit ½ Cup Milk	WG Bagel with Low Fat Cream Cheese or Butter 4 oz. 100% Fruit Juice and Fresh Fruit ½ Cup Milk	WG Blueberry Muffin 4 oz. 100% Fruit Juice and Fresh Fruit ½ Cup Milk
Day 13	Day 14	Day 15	Day 16	Day 17
Corn Muffin 4 oz. 100% Fruit Juice and Fresh Fruit ½ Cup Milk	WG Bagel with Low Fat Cream Cheese or Butter 4 oz. 100% Fruit Juice and Fresh Fruit ½ Cup Milk	WG Chocolate Chip Muffin 4 oz. 100% Fruit Juice and Fresh Fruit ½ Cup Milk	WG Bagel with Low Fat Cream Cheese or Butter 4 oz. 100% Fruit Juice and Fresh Fruit ½ Cup Milk	WG Reduced Sugar Cereal with Cheese Stick 4 oz. 100% Fruit Juice and Fresh Fruit ½ Cup Milk
Day 18	Day 19	Day 20	Day 21	
WG Reduced Sugar Cereal with Cheese Stick 4 oz. 100% Fruit Juice and Fresh Fruit ½ Cup Milk	WG Chocolate Chip Muffin 4 oz. 100% Fruit Juice and Fresh Fruit ½ Cup Milk	WG Bagel with Low Fat Cream Cheese or Butter 4 oz. 100% Fruit Juice and Fresh Fruit ½ Cup Milk	WG Blueberry Muffin 4 oz. 100% Fruit Juice and Fresh Fruit ½ Cup Milk	
<u>Available Daily:</u> Whole Grain Bagels with Low Fat Cream Cheese or Butter Assorted Whole Grain Muffins: Blueberry, Chocolate Chip, Corn Assorted WG Reduced Sugar Cereals: Served with a Cheese Stick Fresh Fruit Assorted 100% Fruit Juices All meals served with Milk: 1% or Fat Free Milk (all antibiotic and hormone free)				

THIS MENU IS TO BE USED FOR THE FIRST 21 DAYS OF SERVICE AND TO DEMONSTRATE THE QUALITY, VARIETY AND STANDARDS THAT ARE TO BE USED THROUGHOUT THE YEAR.

Regardless of portion size, the FSMC is responsible for meeting all requirements under the Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs. This includes Min-max calories, Sat fat, Sodium, specific component offerings for all fruits, vegetables, grains, meat/meat alternates and milk.

This institution is an equal opportunity provider and employer.

**PELHAM UNION FREE SCHOOL DISTRICT
MIDDLE SCHOOL BREAKFAST MENU
2019-20**

Monday	Tuesday	Wednesday	Thursday	Friday
			Day 1	Day 2
			Turkey Bacon, Egg, & Cheese on a Kaiser Roll Yogurt Parfait with Peaches & Granola 4 oz. 100% Fruit Juice and ½ Cup Fresh Fruit Milk	Egg & Turkey Bacon Breakfast Sandwich Yogurt Parfait with Strawberries & Granola 4 oz. 100% Fruit Juice and ½ Cup Fresh Fruit Milk
Day 3	Day 4	Day 5	Day 6	Day 7
Egg & Turkey Bacon Breakfast Sandwich Yogurt Parfait with Strawberries & Granola 4 oz. 100% Fruit Juice and ½ Cup Fresh Fruit Milk	Turkey Bacon, Egg, & Cheese on a Kaiser Roll Yogurt Parfait with Peaches & Granola 4 oz. 100% Fruit Juice and ½ Cup Fresh Fruit Milk	Egg & Turkey Bacon Breakfast Sandwich Yogurt Parfait with Blueberries & Granola 4 oz. 100% Fruit Juice and ½ Cup Fresh Fruit Milk	Turkey Bacon, Egg, & Cheese on a Kaiser Roll Yogurt Parfait with Peaches & Granola 4 oz. 100% Fruit Juice and ½ Cup Fresh Fruit Milk	Egg & Turkey Bacon Breakfast Sandwich Yogurt Parfait with Strawberries & Granola 4 oz. 100% Fruit Juice and ½ Cup Fresh Fruit Milk
Day 8	Day 9	Day 10	Day 11	Day 12
Egg & Turkey Bacon Breakfast Sandwich Yogurt Parfait with Strawberries & Granola 4 oz. 100% Fruit Juice and ½ Cup Fresh Fruit Milk	Turkey Bacon, Egg, & Cheese on a Kaiser Roll Yogurt Parfait with Peaches & Granola 4 oz. 100% Fruit Juice and ½ Cup Fresh Fruit Milk	Egg & Turkey Bacon Breakfast Sandwich Yogurt Parfait with Blueberries & Granola 4 oz. 100% Fruit Juice and ½ Cup Fresh Fruit Milk	Turkey Bacon, Egg, & Cheese on a Kaiser Roll Yogurt Parfait with Peaches & Granola 4 oz. 100% Fruit Juice and ½ Cup Fresh Fruit Milk	Egg & Turkey Bacon Breakfast Sandwich Yogurt Parfait with Strawberries & Granola 4 oz. 100% Fruit Juice and ½ Cup Fresh Fruit Milk
Day 13	Day 14	Day 15	Day 16	Day 17
Egg & Turkey Bacon Breakfast Sandwich Yogurt Parfait with Strawberries & Granola 4 oz. 100% Fruit Juice and ½ Cup Fresh Fruit Milk	Turkey Bacon, Egg, & Cheese on a Kaiser Roll Yogurt Parfait with Peaches & Granola 4 oz. 100% Fruit Juice and ½ Cup Fresh Fruit Milk	Egg & Turkey Bacon Breakfast Sandwich Yogurt Parfait with Blueberries & Granola 4 oz. 100% Fruit Juice and ½ Cup Fresh Fruit Milk	Turkey Bacon, Egg, & Cheese on a Kaiser Roll Yogurt Parfait with Peaches & Granola 4 oz. 100% Fruit Juice and ½ Cup Fresh Fruit Milk	Egg & Turkey Bacon Breakfast Sandwich Yogurt Parfait with Strawberries & Granola 4 oz. 100% Fruit Juice and ½ Cup Fresh Fruit Milk
Day 18	Day 19	Day 20	Day 21	
Egg & Turkey Bacon Breakfast Sandwich Yogurt Parfait with Strawberries & Granola 4 oz. 100% Fruit Juice and ½ Cup Fresh Fruit Milk	Turkey Bacon, Egg, & Cheese on a Kaiser Roll Yogurt Parfait with Peaches & Granola 4 oz. 100% Fruit Juice and ½ Cup Fresh Fruit Milk	Egg & Turkey Bacon Breakfast Sandwich Yogurt Parfait with Blueberries & Granola 4 oz. 100% Fruit Juice and ½ Cup Fresh Fruit Milk	Turkey Bacon, Egg, & Cheese on a Kaiser Roll Yogurt Parfait with Peaches & Granola 4 oz. 100% Fruit Juice and ½ Cup Fresh Fruit Milk	
Daily Breakfast Offerings: Assorted Bakery-Fresh WG Bagels with Low Fat Cream Cheese or Butter Assorted WG Reduced Sugar Cereals: Served with a Cheese Stick Fresh Fruit Assorted 100% Fruit Juices All meals served with Milk: 1% white, Fat Free White, Fat Free Flavored (all antibiotic and hormone free)				

THIS MENU IS TO BE USED FOR THE FIRST 21 DAYS OF SERVICE AND TO DEMONSTRATE THE QUALITY, VARIETY AND STANDARDS THAT ARE TO BE USED THROUGHOUT THE YEAR.

Regardless of portion size, the FSMC is responsible for meeting all requirements under the Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs. This includes Min-max calories, Sat fat, Sodium, specific component offerings for all fruits, vegetables, grains, meat/meat alternates and milk.

This institution is an equal opportunity provider and employer.

**PELHAM UNION FREE SCHOOL DISTRICT
HIGH SCHOOL BREAKFAST MENU
2019-20**

Monday	Tuesday	Wednesday	Thursday	Friday
			Day 1	Day 2
			Turkey Bacon, Egg, & Cheese on a Kaiser Roll Yogurt Parfait with Peaches & Granola 4 oz. 100% Fruit Juice and ½ Cup Fresh Fruit Milk	Egg & Turkey Bacon Breakfast Sandwich Yogurt Parfait with Strawberries & Granola 4 oz. 100% Fruit Juice and ½ Cup Fresh Fruit Milk
Day 3	Day 4	Day 5	Day 6	Day 7
Egg & Turkey Bacon Breakfast Sandwich Yogurt Parfait with Strawberries & Granola 4 oz. 100% Fruit Juice and ½ Cup Fresh Fruit Milk	Turkey Bacon, Egg, & Cheese on a Kaiser Roll Yogurt Parfait with Peaches & Granola 4 oz. 100% Fruit Juice and ½ Cup Fresh Fruit Milk	Egg & Turkey Bacon Breakfast Sandwich Yogurt Parfait with Blueberries & Granola 4 oz. 100% Fruit Juice and ½ Cup Fresh Fruit Milk	Turkey Bacon, Egg, & Cheese on a Kaiser Roll Yogurt Parfait with Peaches & Granola 4 oz. 100% Fruit Juice and ½ Cup Fresh Fruit Milk	Egg & Turkey Bacon Breakfast Sandwich Yogurt Parfait with Strawberries & Granola 4 oz. 100% Fruit Juice and ½ Cup Fresh Fruit Milk
Day 8	Day 9	Day 10	Day 11	Day 12
Egg & Turkey Bacon Breakfast Sandwich Yogurt Parfait with Strawberries & Granola 4 oz. 100% Fruit Juice and ½ Cup Fresh Fruit Milk	Turkey Bacon, Egg, & Cheese on a Kaiser Roll Yogurt Parfait with Peaches & Granola 4 oz. 100% Fruit Juice and ½ Cup Fresh Fruit Milk	Egg & Turkey Bacon Breakfast Sandwich Yogurt Parfait with Blueberries & Granola 4 oz. 100% Fruit Juice and ½ Cup Fresh Fruit Milk	Turkey Bacon, Egg, & Cheese on a Kaiser Roll Yogurt Parfait with Peaches & Granola 4 oz. 100% Fruit Juice and ½ Cup Fresh Fruit Milk	Egg & Turkey Bacon Breakfast Sandwich Yogurt Parfait with Strawberries & Granola 4 oz. 100% Fruit Juice and ½ Cup Fresh Fruit Milk
Day 13	Day 14	Day 15	Day 16	Day 17
Egg & Turkey Bacon Breakfast Sandwich Yogurt Parfait with Strawberries & Granola 4 oz. 100% Fruit Juice and ½ Cup Fresh Fruit Milk	Turkey Bacon, Egg, & Cheese on a Kaiser Roll Yogurt Parfait with Peaches & Granola 4 oz. 100% Fruit Juice and ½ Cup Fresh Fruit Milk	Egg & Turkey Bacon Breakfast Sandwich Yogurt Parfait with Blueberries & Granola 4 oz. 100% Fruit Juice and ½ Cup Fresh Fruit Milk	Turkey Bacon, Egg, & Cheese on a Kaiser Roll Yogurt Parfait with Peaches & Granola 4 oz. 100% Fruit Juice and ½ Cup Fresh Fruit Milk	Egg & Turkey Bacon Breakfast Sandwich Yogurt Parfait with Strawberries & Granola 4 oz. 100% Fruit Juice and ½ Cup Fresh Fruit Milk
Day 18	Day 19	Day 20	Day 21	
Egg & Turkey Bacon Breakfast Sandwich Yogurt Parfait with Strawberries & Granola 4 oz. 100% Fruit Juice and ½ Cup Fresh Fruit Milk	Turkey Bacon, Egg, & Cheese on a Kaiser Roll Yogurt Parfait with Peaches & Granola 4 oz. 100% Fruit Juice and ½ Cup Fresh Fruit Milk	Egg & Turkey Bacon Breakfast Sandwich Yogurt Parfait with Blueberries & Granola 4 oz. 100% Fruit Juice and ½ Cup Fresh Fruit Milk	Turkey Bacon, Egg, & Cheese on a Kaiser Roll Yogurt Parfait with Peaches & Granola 4 oz. 100% Fruit Juice and ½ Cup Fresh Fruit Milk	
Daily Breakfast Offerings: Assorted Bakery-Fresh WG Bagels with Low Fat Cream Cheese or Butter Assorted WG Reduced Sugar Cereals: Served with a Cheese Stick Fresh Fruit Assorted 100% Fruit Juices All meals served with Milk: 1% white, Fat Free White, Fat Free Flavored (all antibiotic and hormone free)				

THIS MENU IS TO BE USED FOR THE FIRST 21 DAYS OF SERVICE AND TO DEMONSTRATE THE QUALITY, VARIETY AND STANDARDS THAT ARE TO BE USED THROUGHOUT THE YEAR.

Regardless of portion size, the FSMC is responsible for meeting all requirements under the Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs. This includes Min-max calories, Sat fat, Sodium, specific component offerings for all fruits, vegetables, grains, meat/meat alternates and milk.

This institution is an equal opportunity provider and employer.

**PELHAM UNION FREE SCHOOL DISTRICT
ELEMENTARY LUNCH MENU 2019-20**

Monday	Tuesday	Wednesday	Thursday	Friday
			Day 1	Day 2
			Crispy All-Natural WMM Chicken Patty or Spicy All-Natural WMM Chicken Patty on a WG Bun Carrot Sticks ½ Cup w/Ranch Dip Caesar Salad 1 Cup Fresh Pear Milk	Soft or Hard Shell Tacos w/ House-Seasoned Ground Beef & Cheese, Tomato Salsa, Sour Cream Black Bean Salad ½ Cup Steamed Corn ½ Cup Fresh Apple Wedges ½ Cup Milk
Day 3	Day 4	Day 5	Day 6	Day 7
Grilled Cheese Sandwich with/without Ham (P) on Whole Grain Bread Cucumber Slices ½ Cup Spinach Salad 1 Cup Ripe Banana Milk	All-Natural WMM Chicken Breast Tenders w/BBQ, Honey Mustard or Ranch WG Pretzel Baked French Fries ½ Cup Garlic Roasted Chickpeas ½ Cup Fresh Apple Wedges ½ Cup Milk	Brunch for Lunch Whole Grain Waffles with Maple Syrup Turkey Bacon Sweet Red Pepper Strips ½ Cup Sweet Corn ½ Cup Sweet Grapes ½ Cup Milk	Turkey Hot Dog on a WG Roll Baked Beans ½ Cup Celery & Carrot Sticks ½ Cup w/Ranch Dip Honeydew Melon ½ cup Milk	All-Natural WMM Chicken Bites w/ or w/out General Tso's Sauce Pineapple Fried Rice Sweet Peas ½ Cup Grape Tomatoes ½ Cup Fresh Orange Wedges ½ Cup Milk
Day 8	Day 9	Day 10	Day 11	Day 12
BBQ Rib on a WG Bun Sweet Potato Fries ½ Cup Romaine Salad 1 Cup Fresh Pineapple ½ Cup Milk	Hamburger or Cheeseburger on a WG Bun Choice of Cheese, Lettuce, Tomato, Pickles Baked Twistie Fries ½ Cup Cole Slaw ½ Cup Fresh Apple Wedges ½ Cup Milk	All-Natural WMM Chicken Bites Bowl with Gravy (topped w/cheddar cheese too!) Mashed Potatoes ½ C Steamed Corn ½ Cup WG Breadstick Ripe Banana Milk	Nacho Chips with Seasoned Ground Turkey & Cheese, Tomato Salsa, Sour Cream Seasoned Brown Rice ½ Cup Pinto Beans ½ Cup Carrot Sticks ½ Cup Fresh Blueberries ½ Cup Milk	WMM Chicken Parm On a WG Bun w/Marinara and Mozzarella Roasted Broccoli and Cauliflower Florets ½ Cup Caesar Salad 1 Cup Fresh Orange Wedges ½ Cup Milk
Day 13	Day 14	Day 15	Day 16	Day 17
Chicken & Waffles All-Natural WMM Chicken Breast Tenders and WG Waffles w/Maple Syrup Baked Sweet Potato Tots ½ Cup Roasted Broccoli Florets ½ Cup Fresh Apple Wedges ½ Cup Milk	Italian Meatball Hero with Marinara Sauce & Mozzarella Cheese on a Toasted Roll Garlic Green Beans ½ Cup Cucumber & Tomato Salad ½ Cup Ripe Banana Milk	Chicken and Cheddar or Cheese-only Quesadillas Tomato Salsa, Sour Cream Spanish Brown Rice ½ Cup Black Beans ½ Cup Mexicali Corn ½ Cup Watermelon ½ Cup Milk	Brunch for Lunch WG French Toast Sticks with Vanilla Yogurt Dip Turkey Sausage Links Fresh Baby Carrots ½ Cup Hash Brown Potatoes ½ Cup Fresh Strawberries Milk	All-Natural WMM Boneless Chicken Wings (Buffalo or Plain) Oven Baked Fries ½ Cup Celery Sticks ½ Cup WG Pretzel Fresh Orange Wedges ½ C Milk
Day 18	Day 19	Day 20	Day 21	
Cheesy Stuffed Breadsticks with Marinara Dipping Sauce Roasted Zucchini ½ Cup Caesar Salad 1 Cup Ripe Banana Milk	Honey Baked Chicken Mashed Potatoes ½ Cup Roasted Butternut Squash ½ Cup Warm Cornbread Fresh Apple Wedges ½ Cup Milk	Bagel Melt Sandwich Grilled WG Bagel, Ham (P) and Cheese Tater Tots ½ Cup Broccoli Florets ½ Cup Fresh Cantaloupe ½ Cup Milk	Cheese Pizza Bites Roasted Garlic Chickpeas ½C Romaine & Tomato Salad 1 C Fresh Orange Wedges ½Cup Milk	
Daily Lunch Offerings: Side Salad: 1-cup Romaine Lettuce, Spinach, Kale or Spring Mix with Carrots, shaved Red Cabbage, and other Seasonal Vegetables (See Schedule B-1) as an Additional Daily Vegetable Offering Grab-n-Go Sandwiches: Boar's Head (or equivalent) Oven Roasted Turkey; Ham(P); Tuna; with/without Cheese; Peanut/Sunflower Seed Butter and All-Fruit Spread; all on Bread or Rolls Bagel Meal: Fresh Bakery Bagel with Butter or Cream Cheese and All-Natural Yogurt and Cheese Stick, and Carrot Sticks, Fruit, and Milk Daily Fruit and Vegetable Offerings at Lunch: Apples, Oranges, Bananas; Carrot Sticks, Celery Sticks, Cucumbers. 100% fruit juice may be offered daily ONLY IF one full cup of fruit is offered daily. All meals served with Milk: 1% White, Fat Free White and Fat Free Chocolate (all antibiotic and hormone free) 50% of All Grains Offered are Whole Grain. Whole Grain (WG) Dinner Rolls offered with all meals. (P) Denotes Item may contain Pork. "WMM" Denotes Whole Muscle Meat PIZZA DAY: MONDAY – PROSPECT. TUESDAY – SIWANOY. WEDNESDAY – HUTCHINSON. THURSDAY – COLONIAL.				

THIS MENU IS TO BE USED FOR THE FIRST 21 DAYS OF SERVICE AND TO DEMONSTRATE THE QUALITY, VARIETY AND STANDARDS THAT ARE TO BE USED THROUGHOUT THE YEAR.

Regardless of portion size, the FSMC is responsible for meeting all requirements under the Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs. This includes Min-max calories, Sat fat, Sodium, specific component offerings for all fruits, vegetables, grains, meat/meat alternates and milk.

This institution is an equal opportunity provider and employer.

**PELHAM UNION FREE SCHOOL DISTRICT
MIDDLE SCHOOL LUNCH MENU 2019-20**

Monday	Tuesday	Wednesday	Thursday	Friday
			Day 1	Day 2
			Southern WMM Breaded Chicken and Waffles w/Gravy Warm Biscuit Crisp Oven Fries ½ Cup Cherry Tomatoes ½ Cup Fresh Apple, Milk	Homemade Pasta Bolognese (Beef) with Marinara Toasted Garlic Bread Broccoli Florets ½ Cup Roasted Chickpeas ½ Cup Fresh Orange, Milk
Day 3	Day 4	Day 5	Day 6	Day 7
Quesadilla with Sautéed Fresh Vegetables and Cheese Tomato Salsa Cucumber Slices ½ Cup Spicy Pinto Beans ½ Cup Fresh Orange Milk	Tangerine WMM Chicken Seasoned Brown Rice Carrot Sticks ½ Cup Caesar Salad 1 Cup Fresh Grapes ½ Cup Milk	Homemade Baked Macaroni & Cheese Baked Sweet Potato Fries ½ Cup Roasted Broccoli and Cauliflower Florets ½ Cup WG Dinner Roll Honeydew Melon ½ Cup Milk	Nachos Grande w/Seasoned Turkey & Cheese, Salsa Sour Cream Mexican Brown Rice Black Beans ½ Cup Sweet Corn ½ Cup Fresh Pear Milk	Spicy Korean Pork (P) On a WG Bun Cabbage Salad ½ Cup Sweet Red Pepper Strips ½ Cup Fresh Apple Milk
Day 8	Day 9	Day 10	Day 11	Day 12
Grilled 3 Cheese Sandwich Tomato Soup Celery Sticks with Ranch Dip Romaine Salad 1 Cup Fresh Strawberries ½ Cup Milk	General Tso's Breaded WMM Chicken Bites w/Fresh Peppers and Onions Fried Brown Rice Spicy Pinto Beans ½ Cup Carrot Coins ½ Cup Ripe Banana Milk	Brunch for Lunch Whole Grain French Toast w/Maple Syrup Sausage Patties (P) Hash Brown Potatoes Cucumber Coins ½ Cup Fresh Pineapple ½ Cup Milk	Chicken and Cheese Stromboli with Marinara Sauce Fresh Baby Carrots ½ Cup Caesar Salad 1 Cup Fresh Apple Milk	Roasted Turkey with Gravy WG Dinner Rolls Mashed Potatoes ½ Cup Roasted Butternut Squash with Apples ½ cup Fresh Orange Milk
Day 13	Day 14	Day 15	Day 16	Day 17
Cheese Stuffed Bread Marinara Dipping Sauce Spinach Salad 1 Cup Cucumber Slices ½ Cup Ripe Banana Milk	BBQ Baked WMM Chicken Warm Corn Bread Mashed Potatoes ½ Cup Roasted Garlic Broccoli ½ Cup Fresh Apple Milk	Philly Cheese Steak on a WG Roll Oven Baked Fries ½ Cup Fresh Baby Carrots ½ Cup Fresh Orange Milk	WMM Chicken Fajitas with Roasted Red Peppers and Onions on Soft Whole Grain Tortillas, Salsa Spanish Brown Rice Steamed Corn ½ Cup Roasted Chick Pea Salad ½ Cup Watermelon ½ Cup Milk	Italian Meatball Hero with Marinara Sauce & Mozzarella Cheese on a Whole Grain Roll Sweet Potato Fries ½ Cup Celery Sticks ½ Cup Fresh Pear Milk
Day 18	Day 19	Day 20	Day 21	Additional Entrees:
Baked Ziti with Cheese and Marinara Garlic Bread Stick Roasted Zucchini ½ C Sweet Red & Green Pepper Strips ½ Cup Fresh Pear Milk	The Works Hot Dog Bar Meat Sauce, Sauerkraut, Onions, Ketchup, Mustard, Relish, On WG Buns Sweet Potato Fries ½ Cup Celery & Carrot Sticks ½ Cup with Ranch Dip Ripe Banana, Milk	Crispy Tacos w/ Seasoned Beef Cheddar Cheese Pico de Gallo Brown Rice Black Beans ½ Cup Mexicali Corn ½ Cup Fresh Cantaloupe ½ C Milk	WMM Chicken Parmesan on a WG Roll Caesar Salad 1 Cup Cherry Tomatoes ½ C Blueberries ½ Cup Milk	Mon. WMM Chicken Nuggets Tues. WMM Chicken Fingers Wed. Grilled Cheese Sandwich Thurs. Pizza Bites Fri. Pop Corn Chicken All Served with Oven Baked French Fries
Daily Lunch Offerings: Side Salad: 1-cup Romaine Lettuce, Spinach, or Spring Mix with Carrots, shaved Red Cabbage, and other Seasonal Vegetables as an Additional Daily Vegetable Offering Deli Bar with Boar's Head (or equivalent) made-to-order Sandwiches on Whole Grain Breads, Rolls, Wraps. Salad Bar with Fresh and Local Produce served with WG Rolls, Croutons, Crisp Tortilla Strips. Pizza Bar with Cheese or Vegetable Pizza, Meat Pizza and Daily Pizza Special Daily Grill: Hamburger, Cheeseburger, Chicken Patty, Spicy Chicken Patty on WG Buns Grab N Go Sandwiches: Boar's Head (or equivalent) Oven Roasted Turkey; Ham; Buffalo Chicken Breast; with/without Cheese; Sunflower Seed Butter and Jelly; all on Whole Grain Breads, Wraps, or Rolls. Grab N Go Salads/Platters (all served with Whole Grain Rolls): Chef or WMM Chicken Caesar; Vegetable Platter with All-Natural Yogurt or Hummus; Bagel Meal: Fresh Bakery Bagel with All-Natural Yogurt, Cheese Stick and/or Egg, and Fruit, Carrot Sticks, and Milk Yogurt Parfait: All-Natural Organic Yogurt with Granola and Fruit; Daily Fruits and Vegetables: Apples, Oranges, Bananas; Carrot Sticks, Celery Sticks, Cucumbers; Chick Pea Salad. 100% juice may be offered as a fruit component at lunch only if accompanied by two other ½ cup fruit options daily. All meals served with Milk: 1% White, Fat Free White & Chocolate (all antibiotic and hormone free) 50% of All Grains Offered are Whole Grain. Whole Grain Dinner Rolls offered with all meals. (P) Denotes Item May Contain Pork; (WMM) Denotes Whole Muscle Meat				

THIS MENU IS TO BE USED FOR THE FIRST 21 DAYS OF SERVICE AND TO DEMONSTRATE THE QUALITY, VARIETY AND STANDARDS THAT ARE TO BE USED THROUGHOUT THE YEAR.

Regardless of portion size, the FSMC is responsible for meeting all requirements under the Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs. This includes Min-max calories, Sat fat, Sodium, specific component offerings for all fruits, vegetables, grains, meat/meat alternates and milk.

This institution is an equal opportunity provider and employer.

**PELHAM UNION FREE SCHOOL DISTRICT
HIGH SCHOOL LUNCH MENU 2019-20**

Monday	Tuesday	Wednesday	Thursday	Friday
			Day 1	Day 2
			Southern WMM Breaded Chicken and Waffles w/Gravy Warm Biscuit Crisp Oven Fries ½ Cup Cherry Tomatoes ½ Cup Fresh Apple, Milk	Homemade Pasta Bolognese (Beef) with Marinara Toasted Garlic Bread Broccoli Florets ½ Cup Roasted Chickpeas ½ Cup Fresh Orange, Milk
Day 3	Day 4	Day 5	Day 6	Day 7
Quesadilla with Sautéed Fresh Vegetables and Cheese Tomato Salsa Cucumber Slices ½ Cup Spicy Pinto Beans ½ Cup Fresh Orange Milk	Tangerine WMM Chicken Seasoned Brown Rice Carrot Sticks ½ Cup Caesar Salad 1 Cup Fresh Grapes ½ Cup Milk	Homemade Baked Macaroni & Cheese Baked Sweet Potato Fries ½ Cup Roasted Broccoli and Cauliflower Florets ½ Cup WG Dinner Roll Honeydew Melon ½ Cup Milk	Nachos Grande w/Seasoned Turkey & Cheese, Salsa Sour Cream Mexican Brown Rice Black Beans ½ Cup Sweet Corn ½ Cup Fresh Pear Milk	Spicy Korean Pork (P) On a WG Bun Cabbage Salad ½ Cup Sweet Red Pepper Strips ½ Cup Fresh Apple Milk
Day 8	Day 9	Day 10	Day 11	Day 12
Grilled 3 Cheese Sandwich Tomato Soup Celery Sticks with Ranch Dip Romaine Salad 1 Cup Fresh Strawberries ½ Cup Milk	General Tso's Breaded WMM Chicken Bites w/Fresh Peppers and Onions Fried Brown Rice Spicy Pinto Beans ½ Cup Carrot Coins ½ Cup Ripe Banana Milk	Brunch for Lunch Whole Grain French Toast w/Maple Syrup Sausage Patties (P) Hash Brown Potatoes Cucumber Coins ½ Cup Fresh Pineapple ½ Cup Milk	Chicken and Cheese Stromboli with Marinara Sauce Fresh Baby Carrots ½ Cup Caesar Salad 1 Cup Fresh Apple Milk	Roasted Turkey with Gravy WG Dinner Rolls Mashed Potatoes ½ Cup Roasted Butternut Squash with Apples ½ cup Fresh Orange Milk
Day 13	Day 14	Day 15	Day 16	Day 17
Cheese Stuffed Bread Marinara Dipping Sauce Spinach Salad 1 Cup Cucumber Slices ½ Cup Ripe Banana Milk	BBQ Baked WMM Chicken Warm Corn Bread Mashed Potatoes ½ Cup Roasted Garlic Broccoli ½ Cup Fresh Apple Milk	Philly Cheese Steak on a WG Roll Oven Baked Fries ½ Cup Fresh Baby Carrots ½ Cup Fresh Orange Milk	WMM Chicken Fajitas with Roasted Red Peppers and Onions on Soft Whole Grain Tortillas, Salsa Spanish Brown Rice Steamed Corn ½ Cup Roasted Chick Pea Salad ½ Cup Watermelon ½ Cup Milk	Italian Meatball Hero with Marinara Sauce & Mozzarella Cheese on a Whole Grain Roll Sweet Potato Fries ½ Cup Celery Sticks ½ Cup Fresh Pear Milk
Day 18	Day 19	Day 20	Day 21	Additional Entrees:
Baked Ziti with Cheese and Marinara Garlic Bread Stick Roasted Zucchini ½ C Sweet Red & Green Pepper Strips ½ Cup Fresh Pear Milk	The Works Hot Dog Bar Meat Sauce, Sauerkraut, Onions, Ketchup, Mustard, Relish, On WG Buns Sweet Potato Fries ½ Cup Celery & Carrot Sticks ½ Cup with Ranch Dip Ripe Banana, Milk	Crispy Tacos w/ Seasoned Beef Cheddar Cheese Pico de Gallo Brown Rice Black Beans ½ Cup Mexicali Corn ½ Cup Fresh Cantaloupe ½ C Milk	WMM Chicken Parmesan on a WG Roll Caesar Salad 1 Cup Cherry Tomatoes ½ C Blueberries ½ Cup Milk	Mon. WMM Chicken Nuggets Tues. WMM Chicken Fingers Wed. Grilled Cheese Sandwich Thurs. Pizza Bites Fri. Pop Corn Chicken All Served with Oven Baked French Fries
Daily Lunch Offerings: Side Salad: 1-cup Romaine Lettuce, Spinach, or Spring Mix with Carrots, shaved Red Cabbage, and other Seasonal Vegetables as an Additional Daily Vegetable Offering Deli Bar with Boar's Head (or equivalent) made-to-order Sandwiches on Whole Grain Breads, Rolls, Wraps. Salad Bar with Fresh and Local Produce served with WG Rolls, Croutons, Crisp Tortilla Strips. Pizza Bar with Cheese or Vegetable Pizza, Meat Pizza and Daily Pizza Special Daily Grill: Hamburger, Cheeseburger, Chicken Patty, Spicy Chicken Patty on WG Buns Grab N Go Sandwiches: Boar's Head (or equivalent) Oven Roasted Turkey; Ham; Buffalo Chicken Breast; with/without Cheese; Sunflower Seed Butter and Jelly; all on Whole Grain Breads, Wraps, or Rolls. Grab N Go Salads/Platters (all served with Whole Grain Rolls): Chef or WMM Chicken Caesar; Vegetable Platter with All-Natural Yogurt or Hummus; Bagel Meal: Fresh Bakery Bagel with All-Natural Yogurt, Cheese Stick and/or Egg, and Fruit, Carrot Sticks, and Milk Yogurt Parfait: All-Natural Organic Yogurt with Granola and Fruit; Daily Fruits and Vegetables: Apples, Oranges, Bananas; Carrot Sticks, Celery Sticks, Cucumbers; Chick Pea Salad. 100% juice may be offered as a fruit component at lunch only if accompanied by two other ½ cup fruit options daily. All meals served with Milk: 1% White, Fat Free White & Chocolate (all antibiotic and hormone free) 50% of All Grains Offered are Whole Grain. Whole Grain Dinner Rolls offered with all meals. (P) Denotes Item May Contain Pork; (WMM) Denotes Whole Muscle Meat				

THIS MENU IS TO BE USED FOR THE FIRST 21 DAYS OF SERVICE AND TO DEMONSTRATE THE QUALITY, VARIETY AND STANDARDS THAT ARE TO BE USED THROUGHOUT THE YEAR.

Regardless of portion size, the FSMC is responsible for meeting all requirements under the Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs. This includes Min-max calories, Sat fat, Sodium, specific component offerings for all fruits, vegetables, grains, meat/meat alternates and milk.

This institution is an equal opportunity provider and employer.

SAMPLE MENUS, PRODUCTION RECORDS, AND RECIPES PELHAM UFSD

The following information and additional requirements supplement Sections 1 through 27 in the “Agreement” portion of the SED Type II Contract. Individual clauses cite to the corresponding Sections of the Agreement that they modify.

I. SAMPLE MENUS

All menus must be submitted to the SFA for review at least thirty (30) days in advance of the beginning of that month’s menu. Adherence to the sample menu also means that any entree item on the 21-day menu, or a variation of that item, must also be offered each month of the school year (Agreement § 5(c)). Any alternate menu items proposed by the FSMC must be pre-approved by the SFA in August of each year. Additional alternates throughout the year must be approved by the SFA prior to being offered on the menu. Failure to do either may result in financial penalties (Agreement § 5(c)). The SFA retains the right to require a tasting of any or all menu items, alternate menu items, or proposed ‘equivalents’ prior to granting approval.

II. FIDELITY TO PUBLISHED MENUS

The FSMC must also post hard copies of the monthly lunch menus (in all applicable languages) with prices in each school’s cafeteria in a conspicuous area for all to see *prior* to students making their selections on the service line (Agreement § 5(k)). All foods and printed menu choices offered to the first customer (student) must also be available to the last customer (student) of every day. Frequent shortages or running out of menu items may result in financial penalties to the FSMC (Agreement § 5(a)). Any menu substitution or deviation must be announced immediately and pre-approved by the SFA and communicated as early as possible to the affected building’s principal. Failure to do either may result in financial penalties to the FSMC (Agreement § 5(a)).

The FSMC must create a menu of a la carte items for the students at all levels. This menu must be printed and posted in every school cafeteria. Any a la carte item not already listed in the contract must comply with the District Wellness Policy, the Smart Snack regulations, the Schedules herein, and must be pre-approved in writing by the SFA before any such a la carte items can be sold (Agreement § 5(c)). The SFA must pre-approve any changes to the items, portion sizes and prices of any a la carte items during the course of this agreement. The SFA shall set or pre-approve all a la carte prices. Any menu price increase or adjustments will need the approval of the SFA (Agreement § 8(a)).

The SFA is responsible for posting the approved monthly menus on the District’s website. This website shall be a vehicle for creating interactive menus but will also stay current with events and promotions and ongoing nutrition events. The FSMC must demonstrate its ability to provide allergy and nutrition information for each menu item on the interactive menus on the website (Agreement § 5(k)).

III. PROMOTIONS AND MARKETING

The FSMC shall provide educational, holiday recognition, or spirit-lifting promotions to enhance participation in the food service program at least once per month at all grade levels. Monthly promotions may be in the form of an educational trinket, healthy food item, nutritional information presented in a fun way such as in a coloring book or bookmark for the Elementary School, healthy snack at the Middle/High Schools, etc.

The FSMC will submit a listing of at least 10 promotions planned for the year with its bid submission. The SFA must approve these promotions in writing, by both the building principals and SFA Business Office, before implementation. If the FSMC wishes to implement any new programs or promotions throughout the year not already

approved by the SFA, the FSMC must receive pre-approval from the SFA prior to implementation. Once approved and implemented, the new program or promotion shall be evaluated by the FSMC and the SFA after 15 days. If the new program proves unsuccessful, the SFA and FSMC can renegotiate the merits of that program to the overall food service operation. However, the SFA shall make the final decision whether or not to continue the program. In the event the contract is renewed with the FSMC, new listings of promotions (10 per year) must be submitted for written approval no later than August of each year. The FSMC must schedule and print each promotion on the menu for each month (Agreement § 5)i).

In addition, the FSMC shall (Agreement § 5)i):

- Identify methods of attracting students who do not consistently participate in the child nutrition program. Methods of when, where, and specifically how the FSMC will attract these students to participate must be clearly identified in the bid for the SFA to review. The marketing plan submitted by the FSMC shall identify the marketing capabilities and plans for the Pelham UFSD. These marketing items shall not include any posters, charts etc. that reference the FSMC. All marketing items must be approved not less than annually by the SFA prior to ordering and placement of said items.
- Provide various promotions and nutritional items such as free samples/giveaways that encourage meal participation during the National School Lunch week in October and the National Nutrition month of March.
- Enhance room décor with the use of posters promoting nutrition education, product information, travel, arts, music, sports, physical fitness, etc. All cafeteria enhancements must be approved in writing by the SFA. The FSMC must comply with all federal, state, local, and district laws, rules, policies, and regulations. All signs, posters and other display materials will be of professional quality. All informative regulatory signs and posters shall be professionally displayed in frames and attached to the wall. No papers, signs, etc. shall be unframed and taped to walls, equipment, etc.
- Develop, in conjunction with the SFA, “branding” of food to better market products and encourage meal participation. Examples of this could include: “The Boar’s Head Deli” or any other high-quality name brands used.
- Conduct at least 3 sample tastings during each year of this contract in each school. These tastings shall be of new food items of good nutritional value and should be offered at no additional charge to the students. The costs incurred by the tastings are the responsibility of the FSMC. Any allergens that apply to the product being tasted must be clearly identified for the students’ and parents’ information ahead of the tasting, i.e., on the monthly menu.
- Meet with the students at each school level (Elementary & Secondary) at least 3 times per school year (with SFA pre-approval). The first meeting shall be within the first 2 months of the school year. The FSMC must evaluate feedback and results. The FSMC must share all results gleaned from surveys or student meetings with the SFA within 15 days of data collection. Responses to the students with appropriate action plans are required.
- Submit with the bid its “Farm to School” policy with details of what this means for the Pelham UFSD-specific operation. The term “local” must be defined as it relates to this program and the products sourced. “Local” ingredients used require information for the students and parents about such items in the form of online links, statements on the monthly menus, as well as signs and handouts at the cafeterias.

Schedule B

ATTACH FOOD, BEVERAGE and SMALLWARE PRODUCT SPECIFICATIONS HERE

A specification is a statement that contains a detailed description or enumerates particulars of a product.

Characteristics in a specification include (but are not limited to):

- Name of Product
- Description of Product
- Case and Pack Weight
- Minimum and Maximum Size and Pieces
- Quality indicators: product type dictates the quality indicators; e.g., type, style, pack, size, units per case, syrup density, special gravity, age, exact cutting instructions, weight range, composition, condition upon receipt of product, fat content, cut of meat used, market class, variety, degree of ripeness or maturity, geographical origin, temperature during delivery and upon receipt, sugar ratio, milk fat content, milk solids and bacteria count, brand names, trim or yield, preservation or processing method, trade association standards, chemical standards.
- Main Ingredients
- If a brand name is indicated, "or equal to" must be specified
- Include required portion sizes for each grade group
- Meal Pattern Requirements/Child Nutrition (CN) Label
- Test or inspection procedures
- Other Product Ingredients
- Prohibited Ingredients
- Nutritional Standards
- Buy American – Refer to information in Appendix B

PLEASE NOTE: In the event that the SFA did not include Schedule B, the FSMC must identify the food products that will be served on the menu using specifications like grading, weight, item labels, nutritional qualities, etc..

2019-2020 FOOD AND PROCUREMENT ITEM SPECIFICS PELHAM UNION FREE SCHOOL DISTRICT

It is the intent of the Pelham Union Free School District to provide students and staff with a high-quality food service program featuring nutritious, fresh foods prepared daily and properly presented. The variety of offerings must meet nutritional requirements and all local, state, and federal regulations. The FSMC must adhere to any future USDA changes due to the re-authorization of the Child Nutrition Programs.

The SFA requires that meals be prepared with ingredients closest to the natural source, without any (harmful) additives. The FSMC must provide the SFA with a detailed listing of when local ingredients are being used on the menus. Use of processed USDA Food products must be kept to a minimum.

Food and beverages offered may not contain trans fats. Recipes must be formulated to prevent excess use of saturated fats, sodium, and sugar as defined by the Dietary Guidelines for Americans. Foods offered in all school buildings must meet nutritional standards as required by the National School Lunch Act, as amended in Section 9A(b)(2). Regardless of portion size¹, the FSMC is responsible for meeting all requirements under the Final Rule Nutrition Standards in the National School Lunch Program. The SFA must approve any deviations to this portion listing suggested by the FSMC prior to implementation.

The FSMC must maintain a nutritional information label from the manufacturer for every product purchased and used in the school lunch program. Additionally, a pre-and/or post nutrient analysis must be made available upon request of the SFA.

The FSMC must purchase food items to meet the needs of students with allergies at no additional cost to the student; for example, lactose-free milk, gluten-free pizza crust, sunflower seed butter, and other necessary items. Each FSMC staff member must be trained on how to serve items to students with allergies and apply the appropriate protocol for responding to an allergic reaction. The FSMC must submit a corporate allergen management plan with its bid response.

The following specifications and minimum serving sizes are required for the food and beverages served for the entirety of the contract:

I. MILK AND BEVERAGES

A. Water

- Must be made available to all students with lunch meals for free. Water availability is in addition to milk and any other beverages being served. Potable tap water is adequate to fulfill this requirement. A drinking fountain located inside or directly outside of the cafeteria can be used to fulfill this mandate if students have free access to the fountain.
 - The FSMC must provide \geq 8oz. cups free of charge for students to use for fountain water. Cups must be kept in a visible, easily accessible location in the cafeteria.
 - If, for any reason, the water fountains are unusable or not within proximity of the eating area (construction, outdoor BBQ, etc.), the FSMC must provide a water cooler in addition to cups for the students to access.

¹ Although these contract-specific requirements may exceed the *daily* requirement by the USDA, the FSMC must meet them without exceeding the *weekly* caloric and nutrient guidelines as set by the USDA. Should the regulations change during the contract term, they must be adhered to by the FSMC.

- In an effort to reduce the plastic bottles with the sale of plain non-carbonated bottled water, the FSMC will only offer water in a compostable container as an a la carte item on all approved serving lines. The price of a 16.9 oz. boxed water will be set at \$2.00.
 - Only unsweetened flavored water, or a low-calorie carbonated water and fruit juice beverage may be offered without added sugar, artificial sweeteners or caffeine.
 - Electrolyte-enhanced bottled water must contain only natural fruit juices without added sugar, artificial sweeteners or caffeine.
 - As part of this initiative, there will be NO beverages offered in plastic bottles. Cans, boxed beverages or pouches ONLY.
- B. Juice
- All juice served shall be 100% juice with nothing added.
 - All juice served as a component of the reimbursable meal must be a minimum of 4oz.
 - The following 100% juice varieties shall be offered but not limited to: apple, orange, grape, fruit punch
 - All Schools: 100% juice may be offered as a fruit component at lunch only if accompanied by two other ½ cup fruit options daily.
- C. Milk
- All milk servings must be a minimum of 8oz.
 - All milk must be USDA Grade A or no. 1, antibiotic free, hormone free and additive free
 - 1% white and fat free white (skim) milk varieties must be offered at all meal periods
 - Any flavored milk offered shall be displayed with a 50/50 amount of flavored versus white milk.
 - Elementary School: fat free chocolate milk may be offered in addition to 1% white and skim white at lunch.
 - Middle and High School: Fat free chocolate milk may be offered in addition to 1% white and skim white at lunch.
 - Information about the dairy from which milk is sourced must be advertised on the menu and/or District website as part of the food services communication.
- D. Any other water or beverages not listed here must be presented to and approved by the District Business Office prior to being sold in any school.

II. FRUITS AND VEGETABLES

- All fruit and vegetable servings must be a minimum of ½ cup equivalent.

<i>Fruit and Vegetable Minimum Servings</i>		
<i>Fruit or Vegetable</i>	<i>Grades K-5</i>	<i>Grades 6-12</i>
Fresh Cut Fruit	½ cup	½ cup
Whole Hand Fruit	1 whole, wedged or sliced	1 whole
Raw Vegetables	½ cup	½ cup
Steamed Vegetables, drained	½ cup	½ cup
Cooked/Roasted Vegetables	½ cup	½ cup
Leafy Green Salad	1 cup	1 cup
French Fries and Tater Tots	½ cup	½ cup

- Only fresh or frozen fruits and vegetables without additives and approved dried fruits without added sugars will be acceptable.

- No canned or factory pre-portioned fruits or vegetables may be served at any grade level except for the following: unsweetened canned or pre-packaged applesauce, unsweetened pre-packaged raisins, pre-bagged sliced apples, pre-bagged baby carrot sticks, canned tomatoes, tomato paste/puree, canned legumes.
- Harvest of the Month seasonal fruit or vegetable must be featured in at least two special dishes per month, marked on the monthly menu.

A. Fruit

- Fresh fruit must always be offered daily at all meal periods. This can be in conjunction with 100% juice.
- A minimum of two, ½ cup creditable servings (each) of fruits must be offered daily at lunch at all levels.

<i>Fruit Count Requirements for Ordering and Serving – All Grades</i>		
<i>Fresh Fruit</i>	<i>Count per Case</i>	<i>Serving Size</i>
Apples	125 – 138 count	1 whole apple
Bananas	100 – 120 count	1 whole banana
Oranges	125 – 138 count	1 whole orange
Pears	150 count	1 whole pear

- Fresh fruits for Elementary School students must be sliced or wedged, excluding bananas.
- Fresh fruit assortments shall be offered as follows:
 - **Daily**, apples, oranges and bananas must be offered at all grade levels (each as at least ½ cup portion).
 - **Once per month** during the months of September, October, November, April, May and June, the following fruits must be offered at all grade levels: watermelon, cantaloupe, honeydew melon, pineapple, strawberries, blueberries and pears (each minimum ½ cup portion).
 - Fresh fruit varieties must be identified on the monthly menus.

B. Vegetables

- A minimum of two, ½ cup creditable servings (each) of vegetables must be offered daily at lunch at all levels.
- Only 100% dark leafy greens such as spinach, spring mix, arugula and romaine lettuce are permitted. No iceberg lettuce is allowed for any purpose.
- A variety of compliant salad dressings free of high fructose corn syrup must be made available for salads.
- Fresh vegetable assortments shall be offered as follows:
 - **Daily**, crudité (each minimum ½ cup portion) and a side dark leafy green salad (minimum 1 cup portions) must be offered at all grade levels.
 - At the Middle/High School, the fresh vegetables can be offered from a salad bar but must be accessible to all students, regardless if they choose a hot meal or cold meal.
 - **Once per month**, the following vegetables must be offered at all grade levels: corn, broccoli, butternut squash, sweet potatoes, tomatoes, spinach and zucchini (each minimum ½ cup portion).
 - The specific vegetable varieties must be identified on the monthly menus.

- All Schools:
 - An assortment of pre-portioned fresh vegetables (crudité) must be made available daily at lunch to the students from the serving line. These vegetables are intended to be additional vegetable offerings with the reimbursable meal and must be served in ½-cup portions to equate to a creditable vegetable component.
 - At least two of the following vegetables must be offered daily: carrot sticks or baby carrots, celery sticks, broccoli florets, cauliflower florets, pepper strips, cucumbers, legume salad. In addition, grape tomatoes may be served at the secondary level only.
 - A dark leafy green side salad must be made available daily at lunch to the students from the serving line. This salad is intended to be an additional vegetable offering with the reimbursable meal and must be served in 1-cup portions to equate to a ½-cup creditable vegetable component.
 - Variety of this side salad is required and examples include: romaine lettuce with the option of Caesar dressing, mixed greens with tomatoes and cucumbers, spinach with strawberries, kale with orange segments, romaine with the option of cheddar cheese and ranch dressing, etc.
 - At least one grab-and-go entrée salads must be offered at the Elementary level daily containing dark leafy greens, vegetables, protein such as approved deli meats, chicken breast, cheeses, egg, tuna or vegetable protein, and a grain.
 - Examples of the daily grab-and-go entrée salads include: chef salad, grilled chicken Caesar salad, Greek salad with egg, all served with whole grain rolls, breadsticks, or croutons. Realizing this was tried previously at the Elementary Schools with little success, it will be again offered and evaluated by the SFA and the FSMC for future offerings.

III. BAKED GOODS AND GRAINS

- Grains served in schools must be whole grain rich. The District has not requested any whole grain exemption status.
- There shall be no preservatives or other additives in the grains offered to the students.
- Gluten-free equivalents must be made available to all students who request them.
- Grains must be sourced from local bakeries whenever possible and indicated as such on the menu. All bagels must be freshly baked and not pre-packaged.
- All grains, including muffins, must be offered at all grade levels in 2oz equivalent portions at a minimum.
- All breakfast cereals must be low sugar, whole grain varieties and be a minimum of 1oz equivalent grain.

IV. PROTEIN

- All daily entrees at the elementary level must contain a minimum of 2.0oz of meat/meat alternate with no maximum limit.
- All daily entrees at the middle and high school level must contain a minimum of 2.0oz of meat/meat alternate with no maximum limit.

The following chart provides further details on minimum portion sizes:

<i>Pelham Union Free School District Contract-Specific M/MA Minimums</i>		
<i>Sandwiches:</i>	<i>Grades K-5</i>	<i>Grades 6-12</i>
Sunflower Seed Butter (with or without Jelly)	2.0oz equivalent m/ma	2.0oz equivalent m/ma
Tuna or Chicken Salad	2.0oz equivalent m/ma	2.0oz equivalent m/ma
Deli meat/meat alternate	2.0oz equivalent m/ma	3.0oz equivalent m/ma
Chicken	Any variety: 2.0oz equivalent m/ma	Breasts, legs, thighs and breaded patties: 2.0oz equivalent m/ma Strips, fajita meat, and any breaded chicken besides patties: 3.0oz equivalent m/ma
All other proteins, including cheese	2.0oz equivalent m/ma	2.0oz equivalent m/ma

A. Beef:

- USDA Choice at minimum, only 100% ground beef, total fat content not to exceed 15%.
- All fillers or extenders, lean finely textured beef (LFTB), boneless lean beef trimmings (BLBT), or similarly processed beef product are prohibited.
- All hot dogs must be 100% beef.

B. Chicken (and other poultry):

- USDA Grade A, all natural, whole-muscle meat chicken, non-therapeutic antibiotic and growth hormone free. Any filler or extender is prohibited.

C. Fish:

- Only 100% line caught, whole fish fillet products with no extenders, fillers, chemicals, additives or preservatives may be offered.
- Tuna: Chunk light meat packed in water; no extenders, dolphin safe, USA sourced

D. Eggs

- USDA Grade A or AA, size large

E. Vegetable Protein:

- Must be offered daily at the Middle and High Schools
- Must be available upon request at the Elementary School. (For example, seasoned black beans on nacho day as an alternate vegetable protein to beef.)

F. Dairy/Yogurt:

- All yogurt must be FDA Grade A, USDA, 100% organic and antibiotic free, hormone free and additive free.
- Yogurt parfaits shall be made available at lunch daily at the HS/MS levels. These shall be made from scratch, on site, for all buildings (not pre-packaged). The yogurt parfaits must be made with the appropriate amounts of m/ma, fruit and grain to qualify for a complete, reimbursable meal and satisfy the minimum weekly requirements if chosen by a student each day, i.e., 4 or 8oz yogurt, 1 or 2oz grain, ½ cup fruit, and additional cheese stick or cheese sandwich where needed.
- Cheese: USDA Grade A or AA, Boar's Head, Land O'Lakes or equivalent

- All Schools must offer daily at lunch, an alternate meal offering containing a 4oz (minimum) yogurt, cheese stick, grain such as a bagel, plus ½ cup fruit, ½ cup vegetable and milk. A muffin meal with cheese sticks and a vegetable shall be offered at the Elementary Schools daily or on opposite days of the yogurt/bagel meal.

G. Deli Meats:

- Only Boars Head deli meats may be served in all schools. Any equivalent/alternative deli meat brand requires SFA pre-approval.
- HS/MS:
 - Must offer at least four deli meats on the deli bar including Roast Turkey, Buffalo Chicken, Black Forest Ham.
 - Elementary: A pre-made deli sandwich of approved deli meats such as turkey or ham with or without cheese, daily. This will be a new offering and based on participation, future offerings will be determined by the SFA in conjunction with discussions with the FSMC.
 - Lettuce, Tomato, Onion and condiments offered daily with sandwiches as options to the students

V. PIZZA

Elementary School:

- Pizza must be offered once per week and purchased from the local Pelham Pizza Ristorante. This pizza must be offered at one Elementary School each day, Monday through Thursday.
- This pizza must conform to all USDA regulations regarding grains, meat/meat alternates for each slice served as part of a reimbursable meal.

Middle/High School:

- Pizza must be offered daily. The daily pizza stations must offer several varieties of pizza daily, plus calzones or Stromboli once per week.
- Creative options at the pizza station are expected outside the realm of cheese and pepperoni, such as: roasted vegetable, broccoli, chicken Caesar, buffalo chicken, meatball, etc.
- 16" round pizzas must be cut in 6 slices or less

VI. THEME MEALS

- Theme meals must be offered once per week at the secondary levels as reimbursable meals at no additional cost to the students
 - These high-quality meals must be developed with creativity by the lead cook or chef at each school according to the likes of the students and in compliance with the Pelham UFSD Wellness Policy as well as USDA regulations for calories, fat and sodium
 - Theme Meals may include, but are not limited to:
 - Italian, Asian, Mexican, Spanish, Caribbean, Cajun, Fish/Seafood, Mediterranean, Vegetarian

VII. CONDIMENTS AND SALAD DRESSING

- All condiments offered must be free of high fructose corn syrup including salad dressings, dips, jam/jelly, and maple syrup.
- Homemade dressings are preferred whenever possible
- A variety of healthy, appropriate condiments must be offered to students at all levels at no additional cost to the students, including but not limited to:
 - Maple syrup and/or yogurt dip with warm breakfast entrees

- Choice of cream cheese and butter with all bagels offered
- Salsa and sour cream with tacos, nachos, quesadillas and burritos
- Mayonnaise, mustard, oil and vinegar with sandwiches
- Red pepper flakes, parmesan cheese and oregano for pizza and pasta
- Barbeque, hot sauce, and honey mustard with breaded chicken
- Ketchup with hamburgers and French fries

VIII. A LA CARTE SNACKS AND BEVERAGES

- The SFA will hold the FSMC responsible for adhering to the USDA's Nutritional Standards for "All Foods Sold in Schools" (and any future Institute of Medicine or State regulations on snacks and beverages during the life of this contract), at all meal periods and for all a la carte sales during the school day. Additionally:
 - All snacks must be offered in single serving packages only.
 - There shall be NO PLASTIC BOTTLES sold or dispensed within any school.
 - A la carte foods should include a variety of choices of nutritious foods such as fruits, vegetables, whole grains, and low-fat or non-fat dairy foods.
 - Any additional snacks or beverages proposed by the FSMC shall not contain hydrogenated oils, high fructose corn syrup, preservatives or artificial ingredients.
 - All new snacks must be pre-approved by the SFA and adhere to the USDA's Nutritional Standards for "All Foods Sold in Schools."

OTHER SPECIFICATIONS FOR FOOD AND PROCUREMENT PELHAM UNION FREE SCHOOL DISTRICT

The following information and additional requirements supplement Sections 1 through 27 in the "Agreement" portion of the SED Type II Contract. Individual clauses cite to the corresponding Sections of the Agreement that they modify.

I. USDA Foods

The FSMC must provide an inventory to the SFA in July of each summer of all equipment and commodities. This inventory shall be sent to the Business Office for review. The Business Office may request an inventory of all equipment and commodities from the FSMC at any time throughout the school year (Agreement § 14)b)). USDA Foods allocated to the Pelham UFSD are not to be transferred in or out of the District unless otherwise approved by the SFA (Agreement § 11)g)).

The USDA Food items shall be picked up, delivered, inventoried, and stored by the FSMC at each building within the district at the cost of the FSMC (Agreement § 11)d)). The FSMC will be responsible for all warehousing and delivery costs for the USDA Foods (Agreement § 11)j)).

The SFA shall approve all ordering and diverting of USDA Foods prior to submission to the NYS Office of General Services (OGS) each year. The FSMC may not submit any food preference surveys or allocate any USDA Foods without the written consent of the SFA. USDA Foods are not to be transferred in or out of the District (Agreement § 11)e)).

It is required that if there is a change in the FSMC awarded this contract, the new FSMC shall purchase the processed USDA Foods currently owned by the District and previously purchased by the former FSMC. The SFA will perform audits of USDA Foods on a random basis (Agreement § 11)p)).

II. ADDITIONAL FOOD SERVICE REQUIREMENTS

A. Food Safety

Cooking from scratch should occur whenever possible (Agreement § 6)a)). The FSMC shall develop standards for the time of preparation of food prior to service resulting in the food being ready to be served as close to serving time as possible, i.e., batch cooking whenever possible to prevent soggy, cold food. Juice cartons may not be served frozen or be allowed to defrost on the serving line during service (Agreement § 16)a)).

The FSMC must provide staff with digital thermometers. Staff must use them regularly in each kitchen for taking temperatures of all food items in accordance with the FSMC's approved HACCP plan. Temperatures must be recorded daily on the production records or on a separately organized daily temperature log. The SFA will ask to review temperature records on a regular basis and will expect to see temperatures recorded:

- of all refrigeration and freezer units twice per day
- before each serving period
- all foods being delivered to a satellite school
- at the end of the serving periods if the food is to be served again the next day

The FSMC must provide the SFA with a written standard operating procedure for the course of action should a temperature be found within the danger zone. If this occurs, the measures, actions and

communication must be logged with the noncompliant temperatures and reported to the SFA upon request (Agreement § 16a)).

Food items may not be prepared in advance for an entire lunch day but instead should be batch prepared for each building's lunch periods (Agreement § 16a)). Newly prepared batches of food shall not be mixed with older batches. Older supplies are to be used first. The rotation policy of all stock shall be on the basis of FIFO, or first in, first out (Agreement § 5e)).

The FSMC shall consistently rotate all foods and supplies. Prepared foods held over and served a second day are to be monitored carefully to ensure that they are discarded and not resold on a third day. Serving outdated food items is strictly prohibited. All grab-and-go salads, sandwiches, yogurt parfaits, etc., at all schools shall be labeled and dated with the date made and expiration date. Penalties for non-compliance shall result in the imposition of financial sanctions specified within the bid specifications (Agreement § 5e)).

B. Record Keeping

The FSMC must create production records for every meal service at every school. The daily production records for each meal service should include, at the very least, each of the following categories for each item served: name of menu item, portion, serving utensil, portions prepared, portions added during service, portions leftover, portions sold, and of the portions sold, how many were part of a reimbursable meal, and how many were sold a la carte. A copy of the production records may be requested of the FSMC for submittal to the SFA upon delivery of the monthly profit and loss statement, or at any time (Agreement § 6e)).

C. Service Line Options

1. Food Display

A daily sample plate must be displayed on each service line in each building to include the entrée of the day with all other components of the featured complete reimbursable meal. Pizza must be displayed in a pizza merchandiser/warmer where possible and not served to students in paper 'boats' or other plate ware that would compromise the integrity of the food. Entrée salads/salad meals must not be served on compartment trays, but rather in proper containers or on plates that do not overflow (Agreement § 7b)).

2. Labels

The FSMC shall label all menu items on the service line. Pre-packaged sandwiches and salad containers must be labeled identifying major ingredients. Appropriate signage shall be posted on the service line for all other items including hot foods, deli and salad bars. This signage can be in the form of signs or small cards in front of each item or posted on the surface above the service line, etc. (Agreement § 7b)).

3. Special Ingredient Notations

The full list of ingredients for each food and beverage item offered to the students must be readily available onsite at each school for the students to reference and on the SFA website (See requirements in Schedule A). Any item offered that contains pork or nut derivatives must be explicitly identified on the service line and denoted on the menu with an asterisk and an explanation. A substitute for each of these items must always be available to the students (Agreement § 7b)).

Condiments shall be offered for all entrees as appropriate and must be approved in writing by the SFA. Condiments must be dispensed to the students by the FSMC for both reimbursable meals and a la carte items (Agreement § 7)c)).

4. Paper Products

The Pelham UFSD supports protecting the environment. The SFA is Styrofoam-free school district. Only biodegradable paper products will be permitted for napkins, trays, plates, bowls and other serving vessels. Any deviation to this must be approved in writing by the SFA. The FSMC shall provide medium weight or heavy weight compostable utensils, disposable plates and trays as determined and approved by the SFA. It is required the FSMC provide compostable utensils, serving containers/materials and trays as determined and approved by the SFA:

- All ware washing products must be environmentally safe
- No straws to be issued, unless written approval is granted by the SFA.

Schedule C

ATTACH SFA LOCAL WELLNESS POLICY

Local Wellness Policy Federal Regulation:

Section 204 of the Child Nutrition and Women, Infants and Children Reauthorization Act of 2004 (PL 108-265) signed into law June 30, 2004 included a provision that requires each local educational agency (LEA) participating in the National School Lunch Program, School Breakfast Program, Special Milk Program and Summer Food Service Program to establish a local wellness policy for schools under the LEA. This policy must be developed and implemented not later than the first day of the school year beginning after June 30, 2006.

POLICY

2015

5660

1 of 8

Non-Instructional/Business
Operations

C

--

SUBJECT: WELLNESS

The Pelham Union Free School District is committed to providing a school environment that promotes and protects children's health, well-being, and the ability to learn by fostering healthy eating and physical activity.

The District has established a wellness committee to develop the District's proposed local wellness policy, making such policy recommendations for review and adoption by the Board of Education. The District Wellness Committee includes, but is not limited to, representatives from each of the following groups:

- a) Parents;
- b) Students;
- c) Physical Education teachers;
- d) School health professionals;
- e) The District's food service program;
- f) The Board;
- g) School administrators; and
- h) Members of the public.

The District Wellness Committee will also be responsible for assessing current activities, programs, and policies available in the District, and providing mechanisms for implementation, evaluation, and revision of the policy. In so doing, the Wellness Committee will evaluate and make recommendations which reflect the specific needs of the District and its students.

Goals to Promote Student Wellness

The District seeks to ensure all of its students obtain the knowledge and skills necessary to make nutritious food selections and enjoy life-long physical activity. To this end, the District sets forth the following goals relating to nutrition promotion and education, physical activity, and other school-based activities.

Nutrition Promotion and Education

- a) Classroom Teaching: Nutrition topics will be integrated within the comprehensive health education curriculum and other instructional areas, as appropriate, and taught at every grade level, K through 12. Nutrition instruction will follow applicable New York State Standards and be designed to help students acquire:

(Continued)

SUBJECT: WELLNESS (Cont'd.)

1. Nutrition knowledge, including, but not limited to: the benefits of healthy eating; essential nutrients; nutritional deficiencies; principles of healthy weight management; the use and misuse of dietary supplements; and safe food storage, handling, and preparation.
 2. Nutrition-related skills, including, but not limited to: planning healthy meals; understanding and using food labels; critically evaluating nutrition information, misinformation, and commercial food advertising; assessing personal eating habits; and setting and achieving goals related to these concepts.
- b) Education, marketing, and promotion
1. As appropriate, the District will promote nutrition education activities that involve parents, students, and the community.
 2. The District will promote school and community awareness of this policy through various means, such as a publication on the District website.
 3. The District will encourage and promote wellness through social media, newsletters, and an annual family wellness event.
 4. Marketing and advertising on school campuses during the school day will be consistent with nutrition education and health promotion. As such, schools will restrict food and beverage marketing to the promotion of those foods and beverages that meet the nutrition standards set forth by the Healthy, Hunger-Free Kids Act's "Smart Snacks in Schools" Rule.
 5. The District is cognizant of the fact that certain scoreboards, signs, and other durable equipment it employs may market foods and beverages in a way that is inconsistent with the aims of this policy. While the immediate replacement of such equipment may be impossible due to existing contracts or prohibitive costs, the District will consider replacing or updating such equipment over time to ensure the message it delivers to students regarding nutrition, health, and well-being is consistent.
- c) Additional provisions
1. Parents will be encouraged to send in healthy treats for classroom celebrations.
 2. School personnel are strongly discouraged from using food as a reward or withholding food as punishment under any circumstance.

(Continued)

SUBJECT: WELLNESS (Cont'd.)Physical Activity

- a) The District will provide opportunities for every student to participate in physical education and to be involved in physical activities. In doing so, the District aims to promote among students the development of knowledge and skills for specific physical activities, the maintenance of physical fitness, regular participation in physical activity, and an understanding of the short-term and long-term benefits from a physically active and healthy lifestyle.
- b) The District will ensure that the following standards are met to achieve its goals relative to physical education and physical activity:
 - 1. The District will have a Board-approved Physical Education Plan on file with the New York State Education Department that meets or exceeds the requirements set forth in Section 135.4 of the Commissioner's regulations.
 - 2. The District recognizes the importance of physical education classes in providing students with meaningful opportunities for physical exercise and development. Consequently, the District will ensure:
 - (a) All physical education classes are taught or supervised by a certified physical education teacher;
 - (b) All physical education staff receive professional development on a yearly basis;
 - (c) Interscholastic sports, intramural sports, and recess do not serve as substitutes for a quality physical education program;
 - (d) Students are afforded the opportunity to participate in moderate to vigorous activity for at least 60% of physical education class;
 - (e) It provides adequate space and equipment for physical education and conforms to all applicable safety standards;
 - (f) A sequential physical education course of study consistent with national standards for physical education is implemented, with a focus on students' development of motor skills, movement forms, and health-related fitness;
 - (g) A physical and social environment is provided that encourages safe and enjoyable activity for all students, including those who are not athletically gifted;

(Continued)

SUBJECT: WELLNESS (Cont'd.)

- (h) Activities are adapted to meet the needs of students who are temporarily or permanently unable to participate in the regular program of physical education. In doing so, the District will abide by specific provisions in 504 Plans and/or individualized education programs (IEP);
 - (i) All students, including students in need of adaptive physical education, will be encouraged to participate in physical fitness programs and competitions.
- 3. All students will be required to fulfill the physical education requirements set forth in the Commissioner's regulations as a condition of graduating from the District's schools.
- c) All classroom teachers, and particularly those engaged in the instruction of K through 5 students, are strongly encouraged to incorporate into the school day short breaks for students that include physical activity, especially after long periods of inactivity. Additionally, all elementary students will be offered one daily period of recess for a minimum of twenty (20) minutes. This requirement will not apply on days where students arrive late, leave early, or are otherwise on campus for less than a full day. Where weather and/or facilities allow, recess will be offered in a place that accommodates moderate to vigorous physical activity.
- d) Physical activity will not be withheld for disciplinary action unless the student is a danger to him/herself or others. Recess or other physical activity time will not be cancelled for instructional make up time.

Other School-Based Activities

The District is committed to establishing a school environment that is conducive to healthy eating and physical activity for all. The District will, therefore, adopt the following standards:

- a) Federal School Meal Programs
 - 1. The District will participate to the maximum extent practicable in available federal school meal programs (including the School Breakfast Program, National School Lunch Program, and Summer Food Service Program). Food served through these programs will meet all applicable federal and state standards.
 - 2. The District will ensure that food service directors, managers, and staff are provided with annual professional development in the areas of food and nutrition consistent with USDA Professional Standards for State and Local Nutrition Programs. District food service staff will meet with students in grades 4 through 12 twice annually to solicit feedback on the school breakfast and/or school lunch program(s).

(Continued)

SUBJECT: WELLNESS (Cont'd.)**b) Access to School Nutrition Programs**

The District will utilize a system of student payment that ensures all eligible students have access to free/reduced meals in a non-stigmatizing manner.

c) Meal Environment

The District will ensure:

1. School dining areas have sufficient space for students to sit and consume meals;
2. School dining areas are clean, safe, and pleasant environments that reflect the social value of eating;
3. Enough serving areas are provided to ensure student access to school meals with a minimum of wait time;
4. All students have a scheduled lunch period;
5. Lunch times are scheduled near the middle of the school day;
6. Students are given adequate time to eat healthy meals;
7. Students and staff have access to free, safe, and fresh drinking water throughout the school day and where school meals are served.

d) Community Access to District Facilities for Physical Activities

School grounds and facilities will be available to students, staff, community members and organizations, and agencies offering physical activity and nutrition programs consistent with District policy, including provisions regarding conduct on school grounds and administrative approval of use by outside organizations.

e) Community Partnerships

The District will enhance and continue relationships with community partners in support of this wellness policy's implementation. Existing and new community partnerships will be evaluated to ensure they are consistent with this policy and its goals.

(Continued)

SUBJECT: WELLNESS (Cont'd.)**Nutrition Guidelines**

In an effort to encourage healthy life-long eating habits by providing foods that are high in nutrients, low in fat and added sugars, and of moderate portion size, the District Wellness Committee will recommend nutrition standards to be set for all foods and beverages available on school campus. For purposes of this section, the school day is defined as the period from the midnight before, to thirty (30) minutes after the end of the official school day.

School Meals

School meals will, at a minimum, meet the program requirements and nutrition standards of the School Breakfast and National School Lunch Programs.

Fundraising

- a) All food and beverages sold as a fundraiser during the school day will meet the nutritional requirements listed in the USDA Healthy, Hunger-Free Kids Act "Smart Snacks in Schools" Rule.
- b) School-sponsored fundraisers conducted outside of the school day will be encouraged to support the goals of this policy by promoting the sale of healthy food items (fresh fruit and produce) and/or non-food items, such as water bottles, plants, etc., and by promoting events involving physical activity.
- c) School administrators, with the assistance of the District Wellness Committee, will create and promote a list of approved fundraising activities. All fundraisers taking place during the school day must be approved by the appropriate building principal prior to their being conducted.

Competitive Foods

- a) Competitive foods--which include all foods and beverages sold outside the school meal programs, on the school campus in student accessible areas, and at any time during the school day--will follow, at a minimum, the nutrition standards specified by the Healthy, Hunger-Free Kids Act. These standards will apply to all foods and beverages sold individually and outside of the reimbursable school meal, including vending machines, school stores, and cafeteria a la carte lines.
- b) Additionally, the District will not sell foods of minimal nutritional value in the student store, from a machine, or anywhere in the building from the beginning of the school day until the end of the last lunch period. Prohibited foods include: soda water, water ices (excluding ices containing fruit or fruit juices), chewing gum, hard candy, jellies, gums, marshmallow candies, licorice, fondants (soft mints, candy corn), cotton candy, and candy-coated popcorn.

(Continued)

SUBJECT: WELLNESS (Cont'd.)**Foods and Beverages Sold or Served at Events Outside of the School Day**

- a) All foods and beverages sold or served at school-sponsored events will be a single serving.
- b) At events where food and beverages are sold, 50% of items sold must meet the USDA Healthy, Hunger-Free Kids Act "Smart Snacks in Schools" Standards.

Implementation and Evaluation of the Wellness Policy

- a) The District will establish an implementation and evaluation plan for this policy in order to monitor its effectiveness and the possible need for modification over time. To this end, the District designates the following individuals to have operational responsibility for ensuring that the District meets the goals and mandates of this policy:

Assistant Superintendent for Business
Assistant Superintendent for Pupil Personnel Services
Director of Physical Education, Health and Athletics

- b) These designated staff members will also serve as liaisons with community agencies in providing outside resources to help in the development of nutritional education programs and promotion of physical activities.
- c) The District will annually report on the progress each of its schools has made toward meeting the goals of this policy. Such report will include:
 - 1. The website address for the wellness policy and/or information on how the public can access a copy;
 - 2. A description of each school's progress in meeting the wellness policy goals;
 - 3. A summary of each school's local school wellness events or activities;
 - 4. Contact information for the leader(s) of the Wellness Committee; and
 - 5. Information on how individuals can get involved in the Wellness Committee's work.

Such report will be provided to the Board and also distributed to the Wellness Committee, parent-teacher organizations, building principals, and school health services personnel within the District. The report will be available to community residents upon request.

- d) Evaluation and feedback from interested parties, including an assessment of student, parent, teacher, and administration satisfaction with the wellness policy, are welcomed as an essential part of the District's evaluation program.

(Continued)

POLICY

2015

5660

8 of 8

Non-Instructional/Business
Operations

SUBJECT: WELLNESS (Cont'd.)

- e) The District will document the financial impact, if any, to the school food service program, school stores, and vending machine revenues based on the implementation of the wellness policy.
- f) Assessments of the District's wellness policy and implementation efforts will be repeated on a triennial basis. The assessment will include:
 - 1. Compliance with the wellness policy;
 - 2. How the wellness policy compares to model wellness policies; and
 - 3. Progress made in attaining the goals of the wellness policy.
- g) The District will, as necessary, revise this wellness policy and develop work plans to facilitate its implementation.

42 USC § 1758(b)

7 CFR § 210.11

79 FR 10693

Education Law § 915

8 NYCRR § 135.4

Adopted: 6/9/12
Revised: 11/10/15

Schedule D1

COST RESPONSIBILITY DETAIL SHEET

The SFA has deemed the following cost responsibility schedule to be a necessary part of this bid specification. Costs which are not provided for under the contract terms but are necessary for the effective on-site operation of the food service program and are directly incurred for the SFAs operation must be assigned and designated below by the SFA. Any explanations, if necessary, are to be provided on Schedule D2:

COST CATEGORY	ITEMIZED COSTS	FSMC	SFA	N/A
Food:	Food Purchases		<input type="checkbox"/>	
	Commodity Processing Charges		<input type="checkbox"/>	
	Processing & Payment of Invoices		<input type="checkbox"/>	
USDA Foods:	Processing & Fees for Service		<input type="checkbox"/>	
	Payment of Invoices		<input type="checkbox"/>	
Labor:	Wages		<input type="checkbox"/>	
	Fringe Benefits & Insurance		<input type="checkbox"/>	
	Payroll Taxes		<input type="checkbox"/>	
	Preparation & Processing of Payroll		<input type="checkbox"/>	
Miscellaneous/ Additional Items:	Paper and Cleaning Supplies		<input type="checkbox"/>	<input type="checkbox"/>
	China/Silverware/Glassware - initial inventory replacement	<input type="checkbox"/>	<input type="checkbox"/>	
	China/Silverware/Glassware - during operation	<input type="checkbox"/>	<input type="checkbox"/>	
	Telecommunications (telephone, computer, internet, fax, etc.)	<input type="checkbox"/>		<input type="checkbox"/>
	Uniforms/Laundry*		<input type="checkbox"/>	<input type="checkbox"/>
	Sanitation of Cafeteria Tables and Floors*	<input type="checkbox"/>		<input type="checkbox"/>
	Trash Removal*		<input type="checkbox"/>	<input type="checkbox"/>
	- from kitchen			
	- from dining area	<input type="checkbox"/>		<input type="checkbox"/>
	- from premises	<input type="checkbox"/>		<input type="checkbox"/>
	Equipment Replacement & Repair*	<input type="checkbox"/>		<input type="checkbox"/>
	- non-expendable			
	- expendable	<input type="checkbox"/>		<input type="checkbox"/>
	Products and Public Liability Insurance*		<input type="checkbox"/>	<input type="checkbox"/>
	Equipment Rental		<input type="checkbox"/>	<input type="checkbox"/>
	Car/Truck Rental		<input type="checkbox"/>	<input type="checkbox"/>
	Storage Costs (excluding donated commodities) (food and non-food supplies)*		<input type="checkbox"/>	
	Courier Services (bank deposits, school deliveries, etc.)*		<input type="checkbox"/>	
	Employee Recruitment – initial replacement*		<input type="checkbox"/>	
	Sales Tax		X	
	Other* - specify <u>All School Health Department Permits</u> (cannot include overhead expenses incurred by FSMC)		<input type="checkbox"/>	<input type="checkbox"/>
	Other* - specify (cannot include overhead expenses incurred by FSMC)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Other* - specify (cannot include overhead expenses incurred by FSMC)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Other* - specify (cannot include overhead expenses incurred by FSMC)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*These direct cost items may or may not apply to each SFA. At local discretion, based upon actual practice and need, the SFA should assign cost responsibility for these items, applicable to their operation, or designate them as N/A for each of the above items.

Schedule D2

DETAILED EXPLANATIONS FROM COST RESPONSIBILITY DETAIL SHEET

Other #1 All Health Permits must be secured by the FSMC and paid for by the FSMC. Each school requires a health permit. The FSMC shall generate a letter to the Health Department annually requesting two health inspections be conducted during the year.

Daily Bank deposits will be the responsibility of the FSMC

Equipment Rental: The FSMC must obtain SFA approval prior to renting equipment

Schedule E

ATTACH ITEMIZED INVENTORY LIST

All equipment used within the operation of the Child Nutrition Program in the Pelham Union Free School District is owned by the School District with the exception of:

1 Dell Computer

Various Corporate Signage, including frames, posters and overhead signage

2 HP Printers

Alchemy Training Kit

1-2015 Ford 450 non-refrigerated van without a lift gate

Replacement of the above items will be needed and will be the responsibility of the FSMC that is awarded this contract.

During the life of this contract, the Assistant Superintendent for Business **must pre-approve** any service to the district-owned equipment used in the Child Nutrition Program.

Schedule F

ATTACH THE SCHOOL FOOD SAFETY PLAN AND ANY OTHER ADDITIONAL FOOD AND SAFETY SPECIFICATIONS

HAACP/Food Safety Plan Federal Regulation:

Section 111 of the Child Nutrition and WIC Reauthorization Act of 2004 (Public Law 108-265) amended section 9(h) of the Richard B. Russell National School Lunch Act by requiring school food authorities (SFAs) to implement a food safety program. The Reauthorization Act requires that, during the preparation and service of meals, the SFA comply with the HACCP system established by the Secretary of Agriculture. The law requires compliance with this requirement by July 1, 2005.

Please Note: The FSMC shall adhere to the School Food Safety Plan set forth as per USDA regulations for all preparation and meal service of school meals, using a Hazard Analysis and Critical Control Point (HACCP) system as required under by Public Law 108-265 which is to be included as part of the Bid by the SFA as reflected in Schedule F.

**Pelham Union Free School District
18 Franklin Place
Pelham, New York 10803**

April 30, 2019

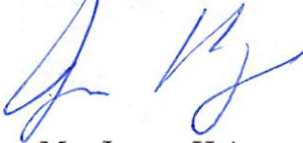
Ms. Jamie McMillian
New York State Education Department
Child Nutrition Program Administration
89 Washington Avenue, Room 375-EBA
Albany, NY 12234

Dear Ms. McMillian:

Please be advised that the Pelham Union Free School District will accept the Food Safety Plan that the Food Service Management Company awarded the Child Nutrition Contract submits with the bid specifications. This Plan will be incorporated into the finalized contract upon award.

The Pelham Union Free School District will ensure that the Food Safety Plan is equal to or exceeds the requirements currently in place.

Sincerely,



Mr. James Hricay
Assistant Superintendent for Business

Schedule G

STAFFING SCHEDULES AND OTHER RELATED INFORMATION

- I. Prospective bidders are asked to present their hourly labor schedules by building to reflect the staffing levels needed to efficiently operate the SFA's Child Nutrition Program Operations, including but not limited to employee benefit packages, training requirements, etc.
 - a. Bidders must certify that the information provided is accurate and based on actual labor needed for the Program operations
- II. In the event that the SFA prepares labor schedules specifying the minimum and/or specific staffing requirements for their SFA for bidding purposes, those schedules and related information are to be attached here as they are a part of the bid specifications.
- III. In the event the SFA retains the services of the food service staff, the SFA must list all food service staff in Schedule G listing the title and salary of each employee.

2019-20 REQUIRED LABOR SCHEDULE

Pelham UFSD

SCHEDULE G1

STAFF		RATES AND HOURS								MEDICAL & DENTAL (Single, Family)
		DAILY HRS	CURRENT 2018-19 HRLY RATE	2019-2020 HRLY RATE	# OF SERVING DAYS	# SICK & PERSONAL, HOLIDAY DAYS	TOTAL # OF PAID DAYS	TOTAL HOURS FOR PRE/POST OPERATION ASSUMES 1/2 IN SEPT & 1/2 IN JUNE	TRAINING HOURS ASSUMES 1/2 IN SEP- DEC, 1/2 JAN-JUN	
				SEP-JUNE						
School: HIGH SCHOOL										
1	Cashier -FSW- HS-Chi	4.00	\$ 12.00	\$ 14.00	176	11	187		6	
2	FSW - Yolanda B	4.00	\$ 12.00	\$ 14.00	176	11	187		6	
3	FSW - Edith	8.00	\$ 12.00	\$ 15.00	176	11	187		6	
4	Cashier-FSW- Open	4.50	\$ 12.00	\$ 13.50	176	11	187		6	
5	Cook-Cashier-Ivanna	7.00	\$ 12.00	\$ 15.00	176	11	187		6	
6	Lead Cashier-Magali	7.50	\$ 14.00	\$ 16.00	176	11	187	8	6	
7	Cashier-FSW-Giuliana	6.00	\$ 12.00	\$ 14.00	176	11	187		6	
8	Driver - FSW-McLeod	5.60	\$ 12.00	\$ 15.00	176	11	187		6	
	FSW- Open	4.50	\$ 12.00	\$ 13.50	176	11	187		6	
9	Food Service Director	9.00					80,000	11 Months	12	M
	Subtotal	60.10						8	66	
	School: Elementary									
10	Cashier -FSW- Elem-Judy	7.00	\$ 12.00	\$ 15.00	176	11	187	8	6	
11	Cook - Cashier - May	6.00	\$ 12.00	\$ 14.00	176	11	187		6	
12	Cashier - FSW - Dana	5.50	\$ 12.00	\$ 14.00	176	11	187		6	
13	FSW- Pizza -Lenora - Goes to the Pizza School	6.00	\$ 12.00	\$ 14.00	176	11	187		6	
14	Cashier-FSW - Yolanda W	4.50	\$ 12.00	\$ 14.00	176	11	187		6	
15										
	Subtotal	29.00						8	30	
	TOTAL ALL	89.10						16.00	96.00	-

PELHAM UNION FREE SCHOOL DISTRICT
LABOR COST SUMMARY

Total salary wages for FSMC employees
from Labor Cost Projection \$ _____

Total hourly wages for FSMC employees
from Labor Cost Projection \$ _____

Total combined salary and hourly wages for FSMC employees \$ _____

Other Payroll Costs for All Employees (please specify each item):

FICA \$ _____

Workers' Compensation \$ _____

Federal Unemployment \$ _____

State Disability \$ _____

State Unemployment \$ _____

Medical Insurance \$ _____

Life Insurance \$ _____

Dental Insurance \$ _____

Long Term DBL \$ _____

Other _____ \$ _____

Other _____ \$ _____

Total other payroll costs \$ _____

PELHAM UNION FREE SCHOOL DISTRICT LABOR SPECIFICATIONS

The FSMC Must Adhere to the Following Staffing Requirements, Training and Other Labor-Related Areas:

I. FSMC MANAGEMENT / FOOD SERVICE DIRECTOR

- A. It is the desire of the Pelham Union Free School District that the current Food Service Director ("FSD"), Ms. Mary Mills be retained by the FSMC that is awarded this contract for the duration of the new 2019-20 contract. Ms. Mills has been the Food Service Director at the Pelham Union Free School District many years and has proven to be an integral part of the School District. The Food Service Director shall be a full time, on-site employee exclusively responsible for the management and supervision of the Pelham Union Free School District Child Nutrition Program. This position is an 11 month per year position. The Food Service Director shall have 11 months of an uninterrupted salary of \$80,000.00. This annual salary will encompass payment for all school holidays, 10 PTO Days and 4 weeks of vacation to be utilized during the school break periods. There shall be no waiting time for medical coverage. These medical benefits must be extended to the FSD and effective with the start of the contract on July 1, 2019 and be maintained for the duration of 12 months each year with no interruption. Payment of the 12 monthly premiums shall be prorated over the 11 months of on-site work performed by the FSD.
- B. The FSD is a full time, on-site position located at the Pelham Union Free School District, exclusively responsible for the management and supervision of the Pelham Union Free School District Child Nutrition Program. The FSD shall not be involved in any other School District or Facility operated by the FSMC. All work to be performed for the SFA shall be completed on the premises of the SFA and not at any other facility or neighboring District. The FSD is required to work 11 months per year.
- C. Should Ms. Mills be promoted or leave the District for whatever reason, the Food Service Director assigned to Pelham UFSD must meet or exceed the following qualifications as well as the Professional Standards for State and Local School Nutrition Programs Personnel as required by the Health Hunger Kids Act of 2010:
 1. Experience in all aspects of food service management including but not limited to: menu planning, ordering, accountability, food handling, food production, nutrient analysis, preparation and presentation, safety and sanitation, and the ability to manage and train food service staff in a high-quality food service operation;
 2. Serv-Safe certification; maintain HACCP certification from FSMC; and any applicable local Board of Health certification;
 3. Possession of a high degree of interpersonal skills and ability to communicate effectively with staff, students, parents and administrators;
 4. Fluency in the Pelham UFSD POS system and other programs as determined by the SFA;
 5. A State-recognized certificate in food and nutrition, food service management, dietetics, family and consumer sciences, nutrition education, culinary arts, or business;
 6. A minimum 2 or 4-year college degree, preferably in hospitality or equivalent related to food, nutrition, and management. Substitution of experience for education may be acceptable, and shall be determined at the sole discretion of the SFA through formal interviews prior to selection of the FSD candidate; and
 7. Five (5) years minimum experience in successfully managing a high quality, multi-unit, student-oriented, cost effective school food service operation or proven experience to be determined by the SFA.
- D. Each FSMC must submit resumes for at least two (2) of their current FSDs (not to include owners, district managers, supervisors or other headquarters personnel) currently working as Directors of school food service operations, and who are viable candidates to accept the position of FSD at the Pelham Union Free School District should Ms. Mills not accept this position. These candidates shall be serious about the

SCHEDULE G-3

position and available for interviews with the District Administration within 10 days after the approval and signing of the Agreement, and the FSMC shall appoint the FSD candidate selected by the SFA.

- E. The FSD will not function as a food service worker, but instead supervise and oversee all program operations. The FSD must visit all schools at least twice per week. The FSD is not an employee of the SFA.
- F. The FSD must review this Bid Document and its contents and be prepared to comply with all specifications in the executed contract prior to the commencement of any food service. The FSMC and FSD are held responsible for 100% compliance with the Contract responsibilities. The FSD must have a copy of the signed bid specifications and contract in his/her office. Penalties for noncompliance will be issued as specified in the Agreement.
- G. The FSD is to be onsite during meal service daily. Should the FSD be called away from the District for any reason, a designated replacement must be announced to the SFA prior to the absence.
- H. The FSMC shall provide the name of the District Manager who will oversee the FSD and operations at the SFA. This District Manager shall meet with the Assistant Superintendent for Business or designated liaison once every month (see Section IV below for clarification of Agreement Section 5g)) to discuss financial and service standards, deviations, and corrections as needed. Discussion of the monthly and year-to-date profit and loss statement shall occur at this time.
- I. The FSD shall meet with Building Principal(s) at least bi-monthly and (separately) with the Assistant Superintendent for Business or designated liaison at least once per month to ensure that quality of service is maintained at desired levels. Discussion of the monthly profit and loss statement and other financial and operational documents as required by this Agreement, shall occur during the monthly meeting with the Assistant Superintendent for Business.
- J. Representatives of the FSMC, including the FSD, must attend the meetings held by the District Wellness Committee and work closely with each of the Schools Wellness Committees. and work with each Schools' Wellness Committee.
- K. The District may request an annual presentation to the Board of Education by the FSD or FSMC representatives to promote the food service program, and keep the District informed as to the status of the District's food service operation.

II. FSMC STAFFING

- A. Throughout the term of the Agreement, labor must be sufficient to enable smooth and efficient operations without excessive lines or wait times and ensure that students have sufficient time to eat and be prepared for recess. The provision of labor required in Schedule G-1 is based on current ADP; however, if ADP increases, labor will increase proportionate to the increased participation, to ensure the efficiency of the serving lines.
- B. The FSMC will employ only persons acceptable to the District.
 - 1. The SFA shall have the right in its sole discretion to reject any of the FSMC's current employees and/or incoming applicants, and to bar any employee from any District facility. Any FSMC staff replacement shall be subject to the SFA's prior approval. As the FSMC is obligated to provide all labor necessary to perform the work, the SFA's rejection of any such employee shall not affect the FSMC's obligations or service standards.
- C. Any employee who is continued as an employee of the FSMC shall be subject to the personnel policies and termination rules of the FSMC.
- D. All FSMC employees shall be screened by the FSMC for sex offenses using the New York State Sex Offender Registry. The FSMC shall provide documentation verifying that each employee has been entered and screened through the registry prior to commencement of work at an SFA facility.
- E. The FSMC shall be engaged as an independent contractor for purposes of taxes, social security and other withholdings. The FSMC shall be solely responsible for payment of all taxes, and expressly agrees to defend and indemnify the SFA for any action brought by any governmental entity, agency, authority or

SCHEDULE G-3

office or by any individual or other entity with respect to taxes which may be related to any payment made by the SFA under this Agreement.

- F. All FSMC direct payroll, payroll taxes and benefits shall be broken out on the labor summary form submitted with each FSMC's response.
- G. The FSMC must notify the SFA immediately if any employees are transferred or discharged.
 - 1. The FSMC will promptly replace personnel who are terminated or otherwise leave the employment of the FSMC so that food quality and customer service are not impacted.
- H. The FSMC must take adequate steps to ensure food service is not interrupted or modified due to staffing shortages. Financial penalties may be imposed for *any* deviation from the staffing requirements in Schedule G-1 without prior SFA approval. Including but not limited to staffing shortages that, in the sole opinion of the SFA, compromise the program.
- I. Relief personnel (substitutes) must be available to cover staffing shortages for illness, personal, vacation or other absences. A roster of at least one (2) substitutes must be available at all times. The SFA reserves the right to review this roster at any time. The SFA will be notified of changes and immediate replacements as they occur.

III. FSMC STAFF RESPONSIBILITIES AND TRAINING

A. FSMC Responsibilities and Best Practices

- 1. All food service personnel must wear proper attire consisting of aprons, hairnets and nametags. Supplemental hair restraints such as hats or visors are welcome additions to the required hairnets.
- 2. Employees who handle money or cleaning supplies may not handle food at the same time.
- 3. Employees may not use their cell phones during work hours.
- 4. Free and reduced-priced meal eligibility of the students and any account balance information are confidential. FSMC employees must respect this confidentiality and keep such information private.

B. Training

- 1. The potential Food Service Management Companies must submit with their bids the following information:
 - names of the training programs to be offered;
 - names and credentials of the technical experts who will deliver such training programs; and
 - dates of the training programs planned.
- 2. The lead cook or lead employee in each building must attend mandated training courses in safety and sanitation, food allergies/cross contamination safe practices, and compliance with local county and state Health Department Regulations. Serv-Safe Certification is required by at least one employee in each building (in addition to the FSD) as well as compliance with all HACCP regulations.
- 3. The FSMC will provide functional routine training as required by the job descriptions provided herein. Such training shall be provided by the FSMC to ensure that all food service personnel are aware of policies, procedures, and methods such as offer vs. serve, reimbursable meal components, and customer service standards when providing daily service. A minimum of three (3) hours of training shall occur prior to the start of each school year. The FSMC must provide documentation to the SFA of the training topics and attendees with sign-in sheets or verification of completed training. Failure to provide this documentation to the SFA may result in financial penalties.
 - Specialized training in HACCP standards, food safety, sanitation, food handling techniques, and training for each piece of equipment must be provided for all employees. An additional three (3) hours of training, pertaining to safety and sanitation, are to be provided within each school year. These specialized training sessions must include information on blood borne pathogens and allergen management. Documentation shall be provided to the Assistant Superintendent for Business of the training topics and attendees with sign-in sheets or verification of completed training. Failure to provide this

documentation to the SFA may result in financial penalties. A total of six (6) hours of documented training must occur annually, each year of this contract.

4. Civil Rights Training in accordance with the guidelines set forth by the SED must be provided to all staff within 30 days of employment and proof of such training shall be forwarded to the SFA.
5. The FSMC shall ensure that employees do not eat at the serving stations or while serving customers. Plastic gloves, easily visible and readable nametags and hairnets or other hair restraint must be worn during all food preparation and service. Whenever gloves are in contact with non-food items, i.e. handling money, cleaning counters, etc., the food service worker must change gloves before handling food again (Agreement § 16)i).

IV. ADDITIONAL REQUIREMENTS SUPPLEMENTING THE AGREEMENT

The following information and additional requirements supplement Sections 1 through 27 in the "Agreement" portion of the SED Type II Contract. Individual clauses cite to the corresponding Sections of the Agreement that they modify.

The FSMC District Manager shall visit all District schools 10 times throughout the school year (once per school year month, Sept-Jun) and provide a written summary report to the Assistant Superintendent for Business within 10 days of his/her visit (Agreement § 5)g)).

Employees must be trained in customer service as it relates to interacting with students, staff, and parents. The SFA expects to have each customer served and related to with respect and cordiality (Agreement § 5)f)). FSMC employees must politely engage with the students on the serving lines, at the POS terminals, and at all places in the cafeteria. They are expected to inform the students of new menu items, explanations of foods that may be unfamiliar, promote healthy and seasonal foods, discreetly notify students, monitor, nurses or other staff as needed, of foods that may affect a student's specific allergy (as identified on the POS system), as well as glean feedback from the students on their likes and dislikes (Agreement § 5)f)). The FSMC shall be responsible for the monitoring and recovery of negative student balances no less than monthly. This recovery effort shall include sending letters, phone calls and emails to parents to minimize the negative balances throughout the year.

All current food service employees have been fingerprinted and background checked. The FSMC will be responsible for the fingerprinting, background checks and drug tests of any new employees, and shall submit to the SFA annual proof of that all employees clear these tests. The FSMC shall be financially responsible for these expenses (Agreement § 17)a)).

Should there be a change in FSMC as a result of this bid process, the incumbent is required to share all existing FSMC employee contact information, within 5 days of the award of the new contract (Agreement § 17)j)).

A representative of the SFA shall have the right to be present at food service staff meetings, including but not limited to meetings during which employment is offered to employees of the incumbent (Agreement § 17)q)).

If, in the event of weather events or work stoppage at the schools, it becomes necessary to cancel the food service for one or more days, the bidder will assume all responsibility for food and labor costs, including delayed openings (Agreement § 18)a)).

Schedule H

USDA Foods Entitlement Value for 2019-2020 School Year

ATTACH DIRECT DIVERSION RECEIPT AND, IF APPLICABLE, WBSCM REQUISITION STATUS REPORT

Total Entitlement \$ 51,682.00

Total Diverted Amount \$ 25,688.00

DOD Produce Diversion \$ 27,001.00

Schedule I

ADDITIONAL SCHEDULES

Only attach here any other additional schedules that are part of the bid specifications that are for informational purposes only. This may include the following examples:

- School calendar
- School district map
- Reimbursement claim form, etc.

PELHAM UNION FREE SCHOOL DISTRICT

575 COLONIAL AVENUE PELHAM, NY

FOOD SERVICE MANAGEMENT PROGRAM SPECIFICATIONS

NOTICE TO BIDDERS

Please take notice that the Board of Education of the Pelham Union Free School District, Pelham, New York will receive bids for the Food Service Management Program until 10:00am on Wednesday, June 19, 2019 at which time the bids will be opened and read aloud at the Business Office of the Pelham Union Free School District, Pelham, New York, 10803.

GENERAL CONDITIONS

Specifications and bid forms may be obtained after 9:00am on Tuesday, June 4, 2019 at the District Business Office, Pelham, New York, 11568.

The Board of Education reserves the right, at its discretion, to reject all bids, or any part of any bid, which it considers not to be in the best interest of the District, as well as the right to consider deficient bids and to waive any informality. The Board of Education may deem informal any proposal or bid not prepared and submitted in accordance with the provisions therein. Bids may be awarded in whole or in part.

By Order of the Board of Education
Pelham Union Free School District
575 Colonial Avenue
Pelham, New York, 10803
Telephone: 914.738.3434

NOTE

A pre-bid conference will be held on Tuesday, June 11, 2019 at 9:00am at the Business Office of the Pelham Union Free School District, 575 Colonial Avenue, Pelham, New York, 10803. If you plan to attend this conference, the District requests that you contact Heather Bigley, Food Service Consultant, at hmbigley@hmb-consultants.com to confirm. It is strongly suggested all prospective bidders attend this conference. In addition, on the day of the pre-bid conference, bidders will be responsible for personally examining the conditions of each job site where work is to be performed under the contract. Please bring a copy of the attached Site Visitation Verification Form to the pre-bid conference for completion on that date.

**PELHAM UNION FREE SCHOOL DISTRICT
SITE VISITATION VERIFICATION FORM / PRE-BIDDERS
CONFERENCE**

I certify that I have visited each of the school locations in the Pelham Union Free School District.

Name of Management Company _____

Name of Representative
(please print) _____

Signature of Representative _____

Date _____

Name of School	Signature of School District Representative	
-----------------------	--	--

Colonial Elementary	_____	Date _____
---------------------	-------	------------

Hutchinson Elem	_____	Date _____
-----------------	-------	------------

Pelham Memorial HS	_____	Date _____
--------------------	-------	------------

Pelham Middle School	_____	Date _____
----------------------	-------	------------

Prospect Hill Elem	_____	Date _____
--------------------	-------	------------

Siwanoy Elem	_____	Date _____
--------------	-------	------------

PERTINENT INFORMATION ON BUILDINGS AND PROGRAMS PELHAM UNION FREE SCHOOL DISTRICT

I. Additional Service Information and Requirements

The following information and additional requirements supplement Sections 1 through 27 in the “Agreement” portion of the SED Type II Contract. Individual clauses cite to the corresponding Sections of the Agreement that they modify.

The Pelham Union Free School District takes pride in offering students high-quality breakfast and lunch programs.

The current Child Nutrition Program operates in 5 buildings within the District including 1 High School/Middle School and 4 Elementary School.

All Schools participate in the National School Breakfast Program with the exception of Siwanoy Elementary. All grades at these schools who participate will operate under the Offer vs. Serve Program at breakfast whereby 4 items must be offered but the students only need to receive 3 or all 4 items that are offered to meet the reimbursable breakfast meal criteria (Agreement § 3)c)).

All schools within the Pelham Union Free School District participate in the National School Lunch Program. All grades K – 12 will operate under the Offer vs. Serve Program at lunch whereby all 5 components must be offered but the students only need to receive 3, 4 or all 5 components to meet the reimbursable lunch meal criteria (Agreement § 3)a)).

The Pelham Memorial High School is currently an open campus for grades 11 and 12. However, the SFA reserves the right to modify and/or eliminate this policy as it deems to be in the best interest of the district (Agreement § 7)a)).

PROFIT AND LOSS STATEMENT AGREEMENT FOR THE PELHAM UNION FREE SCHOOL DISTRICT CHILD NUTRITION PROGRAM

Profit and Loss Statement Agreement:

I, _____, am an authorized agent of the below-mentioned Food Service Management Company. I hereby agree to utilize the district's POS accounting reports on a weekly and monthly basis and to provide a monthly operating statement* to the SFA by the 15th day of each month for the preceding month's operation, including:

- Monthly meals, a la carte sales, reimbursements and all FSMC expenses broken out by Food, Labor, and Miscellaneous.
 - Sales must be identified for both reimbursable meals and a la carte items identifying the conversion rate.
 - Operating cost report and details (invoices) to support direct costs of food, labor, and other
 - The statement will include the Total District Revenue and the amount paid to the FSMC. It must also include the FSMC profitability as well as the financial return to the District.
 - Each statement must include both the current month and the year-to-date totals.
- Accounts payable register and invoices
- Inventory analysis summary
 - Real-time USDA Foods usage (spend-down) and onsite USDA Foods inventory
- Payroll Reports
- Menus and nutrient analysis
- Pre-payments
- Cashier error log
- Vending accountability record

The SFA Business Office will contact the FSMC regarding any financial documents or records that the Business Office may require the FSMC to maintain that are not otherwise identified in this contract.

Failure to submit this agreement will result in non-acceptance of the FSMC's bid.

*See Sample profit and loss statement attached as Schedule I-3a.

Name (print) _____

Signature _____

Title _____

Food Service Management Company _____

Date _____

**SAMPLE PELHAM UNION FREE SCHOOL DISTRICT
FOOD SERVICE PROFIT AND LOSS STATEMENT**

SCHEDULE I-3 **a**

Month of March 2019

Sample P & L

	Current Month	Percent	Year To Date	Percent	
Operating Days	19		101		
Meals-Paid, Reduced, Prepaid	\$ 23,214	45.4%	83,808	54.8%	
Student A la Carte	\$ 25,444	49.8%	40,379	26.4%	
Adult Meals	\$ 2,648	5.2%	12,019	7.9%	
Less Sales Tax	\$ (212)	-0.4%	(942)	-0.6%	
Vending Sales	\$ -	0.0%	3,598	2.4%	
Net Cash Sales	\$ 51,094	100.0%	152,879	100.0%	
NYS & Federal Reimbursements	\$ 53,709		155,698		
Total School District Revenue	\$ 104,803		447,438		
Breakfast Meals Served:					
Paid	3,090				
Reduced	4,917				
Free	345				
Total Breakfast Meals Served	8,352				
Lunch Meals Served:					
Paid	8464	50.0%	57,327	46.7%	
Reduced	2070	12.2%	13,076	10.6%	
Free	6383	37.7%	42,384	34.5%	
Total Lunch Meals Served	16,917	100.0%	122,787	100.0%	
A La Carte Equivalent Meals	7,412		25,683		
Total Lunch Meals Served	24,329		148,470		
# of Lunch Meals x \$3.29 Rate	\$ 80,042.9		\$ 403,969.2		
Total Breakfast Meals Served	8,352				
# of Breakfast Meals x \$2.19 Rate	\$ 18,290.9				
Amount Due Contractor	\$ 98,334		\$ 403,969		
Net School District Fund Balance	\$ 6,469		\$ 43,469		
Total Contractors Revenue	\$ 98,334	4.042	\$ 403,969	2.721	
Product Cost	34,689	1.4258	\$ 170,000	1.1450	42.1%
Total Personnel	48,965	2.0126	\$ 159,000	1.0709	39.4%
Other Direct Cost	9,109	0.3744	\$ 52,385	0.3528	13.0%
Contractor's Net Operating Costs	92,763	3.8128	\$ 381,385	2.5688	94.4%
Contractors Net Profit or Loss	\$ 5,571	0.2290	\$ 22,584	0.1521	5.6%

FSMC BID SUBMISSION FORMAT

Three (3) copies of the bidder's response shall be submitted with one clearly marked, "ORIGINAL." Bidders are instructed to submit their proposals in a binder with tabbed sections as follows:

- I. Section 1: The entire NYS Type II Agreement and Specifications, including a tab indicating the location of the respective Bid Form Option.
- II. Section 2: A detailed description of the nutrition awareness and education programs, including:
 - A. Corporate allergen management plan
 - B. Sample production records
 - C. Sample of at least 5 complex entrée recipes
 - D. Statement indicating FSMC has the capability to provide a nutrient analysis for all menu items on any given day, week or month as requested by the SFA, including a pre and post analysis.
 - E. Explanation of the FSMC's "Farm to School" program and how it relates to the Pelham Union Free School District
- III. Section 3: A detailed description of the training programs for all management and hourly employees, including:
 - A. Dates of proposed training
 - B. Names of the training programs to be offered
 - C. Names and credentials of the technical experts who will deliver such training programs
 - D. Specific job descriptions shall be included as part of this bid and are required for all positions.
- IV. Section 4: Food handling and safety:
 - A. HACCP Plan
 - B. Sanitation programs
 - C. Food Safety Plan
- V. Section 5: Certified Annual Financial Statements indicating financial stability, reflecting a minimum of the last three (3) completed fiscal years
 - A. Additional costs associated with compliance with nutritional standards and all related guidelines specific to this contract and its schedules
- VI. Section 6:
 - A. Client list of all current NYS School Contracts
 - B. A list within the last 5 years of any and all school district or other food service contracts that have been terminated prior to contract expiration and reasons for such termination, and/or not renewed after year one, two, three or four of the contract cycle
- VII. Section 7: Transition Plan containing a detailed written timetable for the takeover of operations of the FSMC awarded the contract. This transition plan shall outline all activities required from the proposed date of the award to the first day of school/food service. It is extremely important that the SFA gain a full understanding of the specific

timeline that will take place during this time period. At a minimum the transition plan should address the following areas:

- A. Title of the person responsible for proper implementation of this transition timeline
- B. Timeline for pre-opening
- C. Sample transition schedule
- D. Personnel: dates of employment for all staff with specific training dates included
- E. Equipment: Within 3 weeks of the award of this contract, FSMC must submit a plan of its meal service and list any equipment with prices that may be needed for purchase or repair/replacement to implement the offerings.
 - i. Please note it is not guaranteed all equipment will be obtained by the SFA
- F. Accountability/examples of billing
- G. Communication plan with students, parents, SFA, Wellness Committee, etc.
- H. A proposed timeline including specific dates of employee meetings and trainings, as well as meetings to be held with the SFA must be clearly identified.

VIII. Section 8: Promotions (See schedule A)

- A. Listing of at least 10 promotional/marketing programs planned for the first year of the contract

POLICY

2018

5660
1 of 3Non-Instructional/Business
Operations

SUBJECT: MEAL CHARGING AND PROHIBITION AGAINST MEAL SHAMING

It is the District's goal to provide students with access to nutritious no-or low-cost meals each school day and to ensure that a student whose parent/guardian has unpaid meal charges is not shamed or treated differently than a student whose parent/guardian does not have unpaid meal charges.

Unpaid meal charges place a large financial burden on the District. The purpose of this policy is to ensure compliance with federal requirements for the USDA Child Nutrition Program and to provide oversight and accountability for the collection of outstanding student meal balances to ensure that the student is not stigmatized, distressed, or embarrassed.

The intent of this policy is to establish procedures to address unpaid meal charges throughout the District in a way that does not stigmatize, distress, or embarrass students. The provisions of this policy pertain to regular priced, reimbursable school breakfast, lunch and snack meals only. Charging of items outside of the reimbursable meals (a la carte items, adult meals, etc.) is expressly prohibited.

Access to Meals

- a) Students who are eligible for free meal benefits will be allowed to receive a free breakfast and lunch meal of their choice each day. A la carte items or other similar items must be paid/prepaid.
- b) Students who are eligible for reduced meal benefit will be allowed to receive a breakfast of their choice for \$0.25 and lunch of their choice for \$0.25 each day. A student will be allowed to charge a maximum of five meals to their account after the balance reaches zero. The charged meals offered to students will be reimbursable meals available to all students, unless the student's parent or guardian has specifically provided written permission to the District to withhold a meal. A la carte items or other similar items must be paid/prepaid.
- c) Full-pay students will pay for meals at the District's published paid meal rate each day. A student will be allowed to charge a maximum of five meals to their account after the balance reaches zero. The charge meals offered to students will be reimbursable meals available to all students.

Ongoing Staff Training

- a) Staff will be trained annually and throughout the year as needed on the procedures for managing meal charges using the State Education Department (SED) Webinar or the District's training program.
- b) Staff training will include ongoing eligibility certification for free or reduced price meals.

Parent Notification

Parents/guardians will be notified that a student's meal card or account balance is exhausted within one days.

(Continued)

SUBJECT: MEAL CHARGING AND PROHIBITION AGAINST MEAL SHAMING (Cont'd.)**Parent Outreach**

- a) Staff will communicate with parents/guardians with ten or chronic unpaid meal charges to determine eligibility for free or reduced price meals.
- b) Staff will make two documented attempts to reach out to parents/guardians to complete a meal application in addition to the application and instructions provided in the school enrollment packet.
- c) Staff will contact the parent/guardian to offer assistance with completion of meal application. If staff determine there are issues within the household causing the student to have insufficient funds, assistance will be offered.

Minimizing Student Distress

- a) Staff will not publicly identify or stigmatize any student in line for a meal or discuss any outstanding meal debt in the presence of any other students.
- b) Students with unpaid meal charges will not be required to wear a wristband or handstamp, or to do chores or other work to pay for meals.
- c) Staff will not throw away a meal after it has been served because of the student's inability to pay for the meal or because of previous unpaid meal charges.
- d) Staff will not take any action directed at a student to collect unpaid meal charges.
- e) Staff will deal directly with parents/guardians regarding unpaid meal charges.

Ongoing Eligibility Certification

- a) Staff will conduct direct certification through the New York Student Identification System (NYSSIS) or using SED Roster Upload at least quarterly to maximize free eligibility.
- b) Staff will provide parents/guardians with free and reduced price application and instructions at the beginning of each school year in the school enrollment packet.
- c) The District will use its administrative prerogative to complete an application on a student's behalf judiciously, and only after using exhaustive efforts to obtain a completed application from the student's parent/guardian. The District will complete the application using only available information on family size and income that falls within approvable guidelines.
- d) The District will coordinate with the foster, homeless, migrant, and runaway coordinators at least monthly to certify eligible students.

(Continued)

POLICY

2018

5660

3 of 3

Non-Instructional/Business
Operations

SUBJECT: MEAL CHARGING AND PROHIBITION AGAINST MEAL SHAMING (Cont'd.)

Prepaid Accounts

Students/Parents/Guardians may pay for meals in advance via MySchoolBucks.com or with a check payable to "Pelham Cafeteria Fund". Further details are available on the District's webpage at www.Pelhamschools.org. Funds should be maintained in accounts to minimize the possibility that a student may be without meal money on any given day. Any remaining funds for a particular student will be carried over to the next school year.

To obtain a refund for a withdrawn or graduating student, a written or e-mailed request for a refund of any money remaining in the student's account must be submitted to the District's Business Office. Students who are graduating at the end of the year will be given the option to transfer any remaining money to a sibling's account through a written request.

Unclaimed funds must be requested within one school year. Unclaimed funds will then become the property of the District Food Service Program.

Adopted: 6/19/12
Revised: 8/28/18

PELHAM PUBLIC SCHOOLS DRAFT 2019-2020 CALENDAR

SCHEDULE I 6

SEPTEMBER 17 + 2				
M	T	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

- 2 Labor Day
- 3,4 Superintendent's Conference Day
- 5 Schools Open/Early Release, K-5
- 25 2 Hour Delay - Staff Development
- 30 Rosh Hashanah

FEBRUARY 15				
M	T	W	Th	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

- 3 2 Hour Delay - Staff Development
- 17-21 Presidents' Day and Winter Recess

OCTOBER 20				
M	T	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

- 1 Rosh Hashanah
- 9 Yom Kippur
- 14 Columbus Day

MARCH 21 + 1				
M	T	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

- 4 2 Hour Delay - Staff Development
- 19 Evening Parent / Teacher Conferences, K-5
- 20 Parent/Teacher Conferences K- 12

NOVEMBER 17 + 1				
M	T	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

- 1 2 Hour Delay - Staff Development
- 11 Veterans Day
- 20 Evening Parent/Teacher Conference 6-12
- 21 Early Release 6-12 Afternoon/Evening Conferences 6-12/ Evening Conferences K-5
- 22 Conferences K-12
- 27 Early Release Drill, K-12
- 28-29 Thanksgiving Day and Recess

APRIL 16				
M	T	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

- 8 Passover (Begins at sundown)
- 10 Good Friday
- 12 Easter
- 6-13 Spring Recess

DECEMBER 15				
M	T	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

- 5 2 Hour Delay - Staff Development
- 22-30 Hanukkah (Begins sundown on December 22)
- 23-31 Christmas Day and Holiday Recess
- 26 Kwanzaa Begins

MAY 19				
M	T	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

- 18 2 Hour Delay - Staff Development
- 22 No School
- 25 Memorial Day

JANUARY 21				
M	T	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

- 1 New Year's/Final Day of Kwanzaa
- 2 Schools Open
- 13 2 Hour Delay - Staff Development
- 20 Martin Luther King, Jr. Day

JUNE 20				
M	T	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26

- 17-26 Regents
- 24-26 Early Release K-5
- 26 Regents Rating Day/Last Day of School
- 27 Graduation

Key	
	Schools Closed
	Superintendent's Conference Day: Staff Attendance Required / No Students
	Parent/Teacher Conferences Staff Attendance Required / No Students
	Evening Parent/Teacher Conferences
	Early Release
	Student Two Hour Delay - Staff Development
See electronic calendar at pelhamschools.org for most recent information.	

The calendar allows for five snow days before it would be necessary to take back vacation days. If it is necessary to make up school days due to closings for inclement weather, etc., the days will occur in this order:

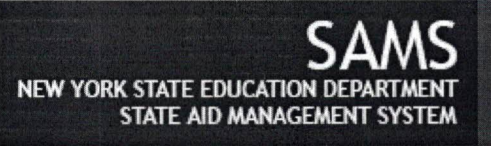

May 22, April 13, 6, 7, 8, 2020

TOTAL DAYS

Students: 181

Teachers: 185

Adopted: February 13, 2019
Revised: February 26, 2019

Entity Name	PELHAM UFSD	 
BEDS Code	661601	
Claim Year	2016-2017 <input type="button" value="SET VALUES"/>	

Welcome Jacqueline Vigil (School Entity User) CORE 04/26/2019 12:58 PM Home | Issue Reporting | Help | Logout

Entity Info | Forms | Claim Verifications | Activity Log | Reports |

You Have Selected the 'Official' Data Area.
The Data State of the form set is: "Clean"

[Print Legacy](#) | [Print Form](#) | [Print Blank](#) | [Print Text Only](#)

District Name: PELHAM UFSD
Contact Person: JACKIE VIGIL

District Code: 661601
Telephone: (914) 738-9140
Tel Extension: 1143

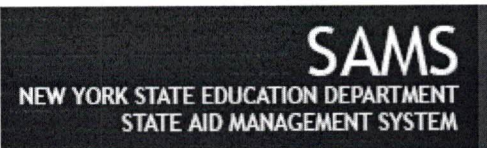
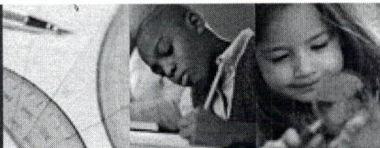
Exhibit C - School Food Service Programs Balance Sheet

	Account	DP Code 55	Amount
ASSETS			
Unrestricted Cash			
Cash	C200	1	476,986
Cash in Time Deposits	C201	2	
Petty Cash	C210	3	
Total Unrestricted Cash	CT021	4	476,986
Other Assets			
Accounts Receivable	C380	5	2,723
Due From Other Funds	C391	6	
Due From State and Federal	C410	7	9,538
Inventory of Materials and Supplies (Optional)	C445	8	
Surplus Food Inventory	C446	9	3,844
Purchased Food Inventory	C446	10	
Other (Specify)	C489	11	
Total Other Assets	CT048	12	16,105
TOTAL ASSETS	CT049	13	493,091
LIABILITIES			
Accounts Payable	C600	14	38,390
Accrued Liabilities	C601	15	229
Due to Other Funds	C630	16	
Due to Other Governments	C631	17	211
Due to Employees' Retirement System	C637	18	
Compensated Absences	C687	19	
Other (Specify) DEF REVENUE; PERFORMANCE SEC	C689	20	111,421
TOTAL LIABILITIES	CT065	21	150,251
FUND BALANCE(SCHOOL LUNCH)			
Nonspendable			
Not in Spendable Form	C806	22	3,844
Total Nonspendable Fund Balance	CT080	23	3,844
Restricted			
Other Restricted Fund Balance	C899	24	
Total Restricted Fund Balance	CT092	25	0
Assigned			
Assigned Appropriated Fund Balance	C914	26	

Assigned Unappropriated Fund Balance (Includes Encumbrances which are NOT reported in Restricted Fund Balance)	C915	27	338,996
Total Assigned Fund Balance	CT094	28	338,996
Unassigned			
Unassigned Fund Balance (ENTRY MUST BE NEGATIVE OR 0)	C917	29	
Total Unassigned Fund Balance	CT096	30	0
TOTAL FUND BALANCE	CT095	31	342,840
TOTAL LIABILITIES AND FUND BALANCE	CT098	32	493,091

Save Comments Only

Reset

Entity Name	PELHAM UFSD	 
BEDS Code	661601	
Claim Year	2016-2017 <input type="button" value="SET VALUES"/>	

Welcome Jacqueline Vigil (School Entity User)

CORE

04/26/2019 12:58 PM

[Home](#) | [Issue Reporting](#) | [Help](#) | [Logout](#)
[Entity Info](#) | [Forms](#) | [Claim Verifications](#) | [Activity Log](#) | [Reports](#)

You Have Selected the 'Official' Data Area.
The Data State of the form set is: "Clean"

[Print Legacy](#) | [Print Form](#) | [Print Blank](#) | [Print Text Only](#)

District Name: PELHAM UFSD
Contact Person: JACKIE VIGIL

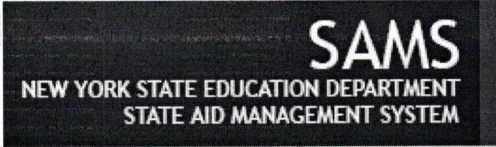
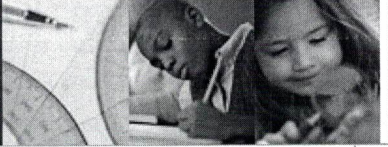
District Code: 661601
Telephone: (914) 738-9140
Tel Extension: 1143

Statement C1 - School Food Service Programs Analysis of Fund Balance

	Account	DP Code 57	Amount
Fund Balance or (Deficit) July 1, 2015	C8021	1	257,956
Prior Period Adjustments (Specify)			
Additions:	C8012	2	
	C8012	3	
Deductions:			
	C8015	4	
	C8015	5	
Add: Revenues and Interfund Transfers (From Schedule C2)	CT5599	6	746,893
Less: Expenditures and Interfund Transfers (From Schedule C3)	CT9999.0	7	662,007
Rounding Adjustment (Plus or (Minus))	C8026	8	-2
Fund Balance or (Deficit) June 30, 2016	C8029	9	342,840

[State Aid Homepage](#) | [Contact Us](#)

Ver 1.7.69a

Entity Name	PELHAM UFSD	 
BEDS Code	661601	
Claim Year	2016-2017 <input type="button" value="SET VALUES"/>	
Welcome Jacqueline Vigil (School Entity User) CORE 04/26/2019 12:58 PM Home Issue Reporting Help Logout		
Entity Info Forms Claim Verifications Activity Log Reports		

You Have Selected the 'Official' Data Area.
The Data State of the form set is: "Clean"

[Print Legacy](#) | [Print Form](#) | [Print Blank](#) | [Print Text Only](#)

District Name: PELHAM UFSD
Contact Person: JACKIE VIGIL

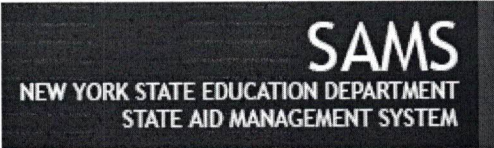
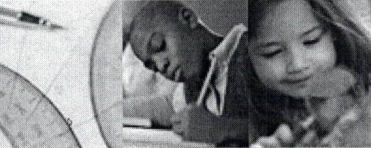
District Code: 661601
Telephone: (914) 738-9140
Tel Extension: 1143

Schedule C2 - School Food Service Programs Revenues

	Account	DP Code 58	Amount
REVENUES			
Sale of Reimbursable Meals (Total)	C1440	1	563,933
Other Cafeteria Sales	C1445	2	7,405
Interest and Earnings	C2401	3	164
Sale of Equipment	C2665	4	
Compensation for Loss	C2690	5	
Reimbursement of Medicare Part D Expends	C2700	6	
Refunds of Prior Years Expenditures	C2701	7	426
Gifts and Donations	C2705	8	
Misc. Revenues from Local Sources (Specify)	C2770	9	70
SALES TAX VENDOR CREDIT			
State Reimbursement	C3190	10	9,236
Federal Reimbursement (Excl Surplus Food)	C4190	11	121,066
Federal Reimbursement - Surplus Food Only	C4190	12	44,593
Summer Food Service Program for Children	C4192	13	
Transfer from General Fund	C5031	14	
TOTAL SCHOOL FOOD SERVICE PROGRAMS REVENUES AND INTERFUND TRANSFERS	CT5599	15	746,893

State Aid Homepage | Contact Us

Ver 1.7.69a

Entity Name	PELHAM UFSD	 
BEDS Code	661601	
Claim Year	2016-2017 <input type="button" value="SET VALUES"/>	

Welcome Jacqueline Vigil (School Entity User) CORE 04/26/2019 12:58 PM Home | Issue Reporting | Help | Logout

[Entity Info](#) | [Forms](#) | [Claim Verifications](#) | [Activity Log](#) | [Reports](#)

You Have Selected the 'Official' Data Area.
The Data State of the form set is: "Clean"

[Print Legacy](#) | [Print Form](#) | [Print Blank](#) | [Print Text Only](#)

District Name: PELHAM UFSD
Contact Person: JACKIE VIGIL

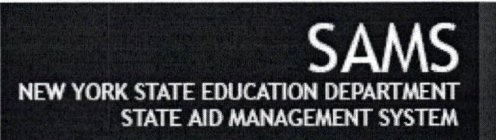

District Code: 661601
Telephone: (914) 738-9140
Tel Extension: 1143

Schedule C3 - School Food Service Programs Expenditures

	Account	DP Code 59	Amount
EXPENDITURES			
Salaries	C2860.16	1	23,772
Equipment	C2860.2	2	14,066
Management Company Admin Service Fee	C2860.401	3	554,043
Net Management Company Direct Expenses	C2860.402	4	
All Other Contractual	C2860.409	5	27,898
Net Cost of Food Used	C2860.41	6	42,228
Materials and Supplies	C2860.45	7	
BOCES Services	C2860.49	8	
Other (Specify)	C2860.4	9	
State Retirement	C9010.8	10	
Teachers' Retirement	C9020.8	11	
Social Security	C9030.8	12	
Workers' Compensation	C9040.8	13	
Life Insurance	C9045.8	14	
Unemployment Insurance	C9050.8	15	
Disability Insurance	C9055.8	16	
Hospital, Medical, and Dental Insurance	C9060.8	17	
Interfund Transfers	C9901.9	18	
TOTAL SCHOOL FOOD SERVICE PROGRAMS EXPENDITURES AND INTERFUND TRANSFERS	CT9999.0	19	662,007

[State Aid Homepage](#) | [Contact Us](#)

Ver 1.7.69a

Entity Name	PELHAM UFSD	 
BEDS Code	661601	
Claim Year	2017-2018 <input type="button" value="SET VALUES"/>	

Welcome Jacqueline Vigil (School Entity User) CORE 04/26/2019 12:57 PM Home | Issue Reporting | Help | Logout

[Entity Info](#) |
 [Forms](#) |
 [Claim Verifications](#) |
 [Activity Log](#) |
 [Reports](#)

You Have Selected the 'Official' Data Area.
The Data State of the form set is: "Clean"

[Print Legacy](#) | [Print Form](#) | [Print Blank](#) | [Print Text Only](#)

District Name: PELHAM UFSD
Contact Person: JACKIE VIGIL

District Code: 661601
Telephone: (914) 738-9140
Tel Extension: 1143

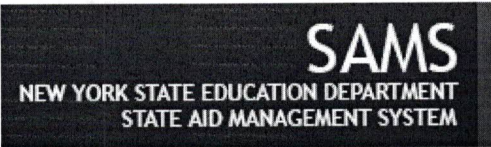

Exhibit C - School Food Service Programs Balance Sheet

	Account	DP Code 55	Amount
ASSETS			
Unrestricted Cash			
Cash	C200	1	389,169
Cash in Time Deposits	C201	2	
Petty Cash	C210	3	
Total Unrestricted Cash	CT021	4	389,169
Other Assets			
Accounts Receivable	C380	5	3,094
Due From Other Funds	C391	6	119,882
Due From State and Federal	C410	7	8,417
Inventory of Materials and Supplies (Optional)	C445	8	
Surplus Food Inventory	C446	9	3,648
Purchased Food Inventory	C446	10	
Other (Specify)	C489	11	
Total Other Assets	CT048	12	135,041
TOTAL ASSETS	CT049	13	524,210
LIABILITIES			
Accounts Payable	C600	14	33,317
Accrued Liabilities	C601	15	1,298
Due to Other Funds	C630	16	28,657
Due to Other Governments	C631	17	204
Due to Employees' Retirement System	C637	18	
Compensated Absences	C687	19	
Other (Specify) DEF REV;PERFORMANCE SECURITY	C689	20	113,363
TOTAL LIABILITIES	CT065	21	176,839
FUND BALANCE(SCHOOL LUNCH)			
Nonspendable			
Not in Spendable Form	C806	22	3,648
Total Nonspendable Fund Balance	CT080	23	3,648
Restricted			
Other Restricted Fund Balance	C899	24	
Total Restricted Fund Balance	CT092	25	0
Assigned			
Assigned Appropriated Fund Balance	C914	26	

Assigned Unappropriated Fund Balance (Includes Encumbrances which are NOT reported in Restricted Fund Balance)	C915	27	343,723
Total Assigned Fund Balance	CT094	28	343,723
Unassigned			
Unassigned Fund Balance (ENTRY MUST BE NEGATIVE OR 0)	C917	29	
Total Unassigned Fund Balance	CT096	30	0
TOTAL FUND BALANCE	CT095	31	347,371
TOTAL LIABILITIES AND FUND BALANCE	CT098	32	524,210

Save Comments Only

Reset

Entity Name	PELHAM UFSD	 
BEDS Code	661601	
Claim Year	2017-2018 <input type="button" value="SET VALUES"/>	

Welcome Jacqueline Vigil (School Entity User) CORE 04/26/2019 12:57 PM Home | Issue Reporting | Help | Logout

[Entity Info](#) |
 [Forms](#) |
 [Claim Verifications](#) |
 [Activity Log](#) |
 [Reports](#)

You Have Selected the 'Official' Data Area.
The Data State of the form set is: "Clean"

[Print Legacy](#) | [Print Form](#) | [Print Blank](#) | [Print Text Only](#)

District Name: PELHAM UFSD
Contact Person: JACKIE VIGIL

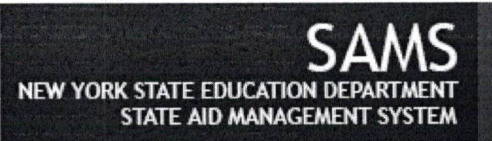
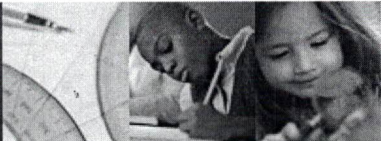
District Code: 661601
Telephone: (914) 738-9140
Tel Extension: 1143

Statement C1 - School Food Service Programs Analysis of Fund Balance

	Account	DP Code 57	Amount
Fund Balance or (Deficit) July 1, 2016	C8021	1	342,840
Prior Period Adjustments (Specify)			
Additions:			
	C8012	2	
	C8012	3	
Deductions:			
	C8015	4	
	C8015	5	
Add: Revenues and Interfund Transfers (From Schedule C2)	CT5599	6	770,125
Less: Expenditures and Interfund Transfers (From Schedule C3)	CT9999.0	7	765,593
Rounding Adjustment (Plus or (Minus))	C8026	8	-1
Fund Balance or (Deficit) June 30, 2017	C8029	9	347,371

[State Aid Homepage](#) | [Contact Us](#)

Ver 1.7.69a

Entity Name	PELHAM UFSD	 
BEDS Code	661601	
Claim Year	2017-2018 <input type="button" value="SET VALUES"/>	

Welcome Jacqueline Vigil (School Entity User) CORE 04/26/2019 12:57 PM Home | Issue Reporting | Help | Logout

[Entity Info](#) |
 [Forms](#) |
 [Claim Verifications](#) |
 [Activity Log](#) |
 [Reports](#) |

You Have Selected the 'Official' Data Area.
The Data State of the form set is: "Clean"

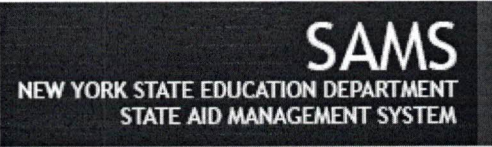
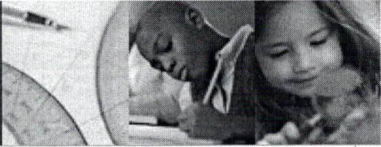
[Print Legacy](#) | [Print Form](#) | [Print Blank](#) | [Print Text Only](#)

District Name: PELHAM UFSD
Contact Person: JACKIE VIGIL

District Code: 661601
Telephone: (914) 738-9140
Tel Extension: 1143

Schedule C2 - School Food Service Programs Revenues

	Account	DP Code 58	Amount
REVENUES			
Sale of Reimbursable Meals (Total)	C1440	1	591,402
Other Cafeteria Sales	C1445	2	5,441
Interest and Earnings	C2401	3	225
Sale of Equipment	C2665	4	
Compensation for Loss	C2690	5	
Reimbursement of Medicare Part D Expenditures	C2700	6	
Refunds of Prior Years Expenditures	C2701	7	4,164
Gifts and Donations	C2705	8	
Misc. Revenues from Local Sources (Specify)	C2770	9	68
SALES TAX VENDOR CREDIT			
State Reimbursement	C3190	10	9,342
Federal Reimbursement (Excl Surplus Food)	C4190	11	124,912
Federal Reimbursement - Surplus Food Only	C4190	12	34,571
Summer Food Service Program for Children	C4192	13	
Transfer from General Fund	C5031	14	
TOTAL SCHOOL FOOD SERVICE PROGRAMS REVENUES AND INTERFUND TRANSFERS	CT5599	15	770,125

Entity Name	PELHAM UFSD	 
BEDS Code	661601	
Claim Year	2017-2018 <input type="button" value="SET VALUES"/>	

Welcome Jacqueline Vigil (School Entity User) CORE 04/26/2019 12:58 PM Home | Issue Reporting | Help | Logout

[Entity Info](#) |
 [Forms](#) |
 [Claim Verifications](#) |
 [Activity Log](#) |
 [Reports](#) |

You Have Selected the 'Official' Data Area.
The Data State of the form set is: "Clean"

[Print Legacy](#) | [Print Form](#) | [Print Blank](#) | [Print Text Only](#)

District Name: PELHAM UFSD
Contact Person: JACKIE VIGIL

District Code: 661601
Telephone: (914) 738-9140
Tel Extension: 1143

Schedule C3 - School Food Service Programs Expenditures

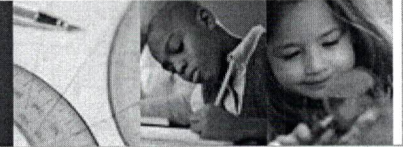
	Account	DP Code 59	Amount
EXPENDITURES			
Salaries	C2860.16	1	44,736
Equipment	C2860.2	2	
Management Company Admin Service Fee	C2860.401	3	572,379
Net Management Company Direct Expenses	C2860.402	4	
All Other Contractual	C2860.409	5	113,711
Net Cost of Food Used	C2860.41	6	34,767
Materials and Supplies	C2860.45	7	
BOCES Services	C2860.49	8	
Other (Specify)	C2860.4	9	
State Retirement	C9010.8	10	
Teachers' Retirement	C9020.8	11	
Social Security	C9030.8	12	
Workers' Compensation	C9040.8	13	
Life Insurance	C9045.8	14	
Unemployment Insurance	C9050.8	15	
Disability Insurance	C9055.8	16	
Hospital, Medical, and Dental Insurance	C9060.8	17	
Interfund Transfers	C9901.9	18	
TOTAL SCHOOL FOOD SERVICE PROGRAMS EXPENDITURES AND INTERFUND TRANSFERS	CT9999.0	19	765,593

[State Aid Homepage](#) | [Contact Us](#)

Ver 1.7.69a

Entity Name	PELHAM UFSD
BEDS Code	661601
Claim Year	2018-2019 ▼
SET VALUES	

SAMS
NEW YORK STATE EDUCATION DEPARTMENT
STATE AID MANAGEMENT SYSTEM



Welcome Jacqueline Vigil (School Entity User)

CORE

04/26/2019 12:56 PM

Home | Issue Reporting | Help | Logout

[Entity Info](#) | [Forms](#) | [Claim Verifications](#) | [Activity Log](#) | [Reports](#)

You Have Selected the 'Official' Data Area.
The Data State of the form set is: "Clean"

[Print Legacy](#) | [Print Form](#) | [Print Blank](#) | [Print Text Only](#)

District Name: PELHAM UFSD
Contact Person: JACKIE VIGIL

District Code: 661601
Telephone: (914) 738-9140
Tel Extension: 1143

Exhibit C - School Food Service Programs Balance Sheet

	Account	DP Code 55	Amount
ASSETS			
Unrestricted Cash			
Cash	C200	1	568,782
Cash in Time Deposits	C201	2	
Petty Cash	C210	3	
Total Unrestricted Cash	CT021	4	568,782
Other Assets			
Accounts Receivable	C380	5	2,789
Due From Other Funds	C391	6	
Due From State and Federal	C410	7	8,714
Inventory of Materials and Supplies (Optional)	C445	8	
Surplus Food Inventory	C446	9	1,419
Purchased Food Inventory	C446	10	
Other (Specify)	C489	11	
Total Other Assets	CT048	12	12,922
TOTAL ASSETS	CT049	13	581,704
LIABILITIES			
Accounts Payable	C600	14	35,342
Accrued Liabilities	C601	15	167
Due to Other Funds	C630	16	
Due to Other Governments	C631	17	239
Due to Employees' Retirement System	C637	18	
Compensated Absences	C687	19	
Other (Specify) DEF REV&PERFORM SECURITY DEP	C689	20	120,522
TOTAL LIABILITIES	CT065	21	156,270
FUND BALANCE(SCHOOL LUNCH)			
Nonspendable			
Not in Spendable Form	C806	22	1,419
Total Nonspendable Fund Balance	CT080	23	1,419
Restricted			
Other Restricted Fund Balance	C899	24	
Total Restricted Fund Balance	CT092	25	0
Assigned			
Assigned Appropriated Fund Balance	C914	26	

Assigned Unappropriated Fund Balance (Includes Encumbrances which are NOT reported in Restricted Fund Balance)

C915

27

424,015

Total Assigned Fund Balance

CT094

28

424,015

Unassigned

Unassigned Fund Balance (ENTRY MUST BE NEGATIVE OR 0)

C917

29

Total Unassigned Fund Balance

CT096

30

0

TOTAL FUND BALANCE

CT095

31

425,434

TOTAL LIABILITIES AND FUND BALANCE

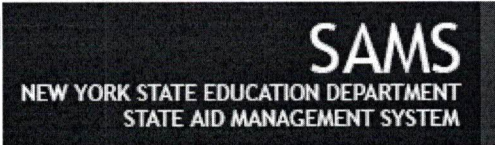
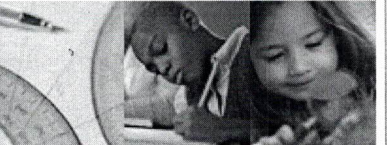
CT098

32

581,704

[State Aid Homepage](#) | [Contact Us](#)

Ver 1.7.69a

Entity Name	PELHAM UFSD	 
BEDS Code	661601	
Claim Year	2018-2019 <input type="button" value="SET VALUES"/>	

Welcome Jacqueline Vigil (School Entity User)

CORE

04/26/2019 12:56 PM

[Home](#) | [Issue Reporting](#) | [Help](#) | [Logout](#)
[Entity Info](#) | [Forms](#) | [Claim Verifications](#) | [Activity Log](#) | [Reports](#)

You Have Selected the 'Official' Data Area.
The Data State of the form set is: "Clean"

[Print Legacy](#) | [Print Form](#) | [Print Blank](#) | [Print Text Only](#)

District Name: PELHAM UFSD
Contact Person: JACKIE VIGIL

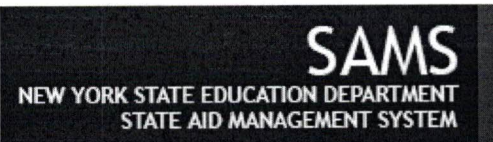
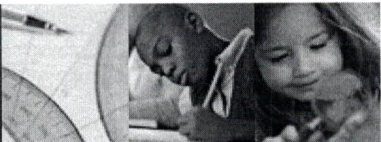
District Code: 661601
Telephone: (914) 738-9140
Tel Extension: 1143

Statement C1 - School Food Service Programs Analysis of Fund Balance

	Account	DP Code 57	Amount
Fund Balance or (Deficit) July 1, 2017	C8021	1	347,371
Prior Period Adjustments (Specify)			
Additions:	C8012	2	
	C8012	3	
Deductions:			
	C8015	4	
	C8015	5	
Add: Revenues and Interfund Transfers (From Schedule C2)	CT5599	6	845,402
Less: Expenditures and Interfund Transfers (From Schedule C3)	CT9999.0	7	767,337
Rounding Adjustment (Plus or (Minus))	C8026	8	-2
Fund Balance or (Deficit) June 30, 2018	C8029	9	425,434

[State Aid Homepage](#) | [Contact Us](#)

Ver 1.7.69a

Entity Name	PELHAM UFSD	 
BEDS Code	661601	
Claim Year	2018-2019 <input type="button" value="SET VALUES"/>	
Welcome Jacqueline Vigil (School Entity User) CORE 04/26/2019 12:56 PM Home Issue Reporting Help Logout		
Entity Info Forms Claim Verifications Activity Log Reports		

You Have Selected the 'Official' Data Area.
The Data State of the form set is: "Clean"

[Print Legacy](#) | [Print Form](#) | [Print Blank](#) | [Print Text Only](#)

District Name: PELHAM UFSD
Contact Person: JACKIE VIGIL

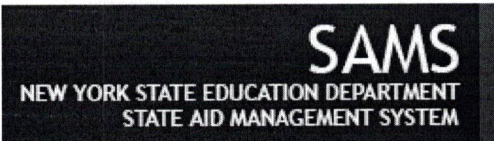
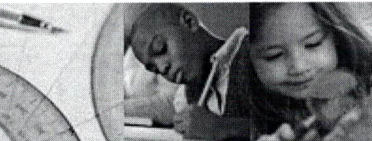
District Code: 661601
Telephone: (914) 738-9140
Tel Extension: 1143

Schedule C2 - School Food Service Programs Revenues

	Account		2016-17 School Year SED File (Prior)	2017-18 School Year DP Code 58 (Actual)
REVENUES				
Sale of Reimbursable Meals (Total)	C1440	1	591,402	643,410
Other Cafeteria Sales	C1445	2	5,441	5,041
Interest and Earnings	C2401	3	225	356
Sale of Equipment	C2665	4		
Compensation for Loss	C2690	5		
Reimbursement of Medicare Part D Expend	C2700	6		
Refunds of Prior Years Expenditures	C2701	7	4,164	
Gifts and Donations	C2705	8		
Misc. Revenues from Local Sources (Specify)	C2770	9	68	77
SALES TAX VENDOR CREDIT				
State Reimbursement	C3190	10	9,342	9,713
Federal Reimbursement (Excl Surplus Food)	C4190	11	124,912	137,565
Federal Reimbursement - Surplus Food Only	C4190	12	34,571	49,240
Summer Food Service Program for Children	C4192	13		
Transfer from General Fund	C5031	14		
TOTAL SCHOOL FOOD SERVICE PROGRAMS REVENUES AND INTERFUND TRANSFERS	CT5599	15	770,125	845,402

[State Aid Homepage](#) | [Contact Us](#)

Ver 1.7.69a

Entity Name	PELHAM UFSD	 
BEDS Code	661601	
Claim Year	2018-2019 <input type="button" value="SET VALUES"/>	

Welcome Jacqueline Vigil (School Entity User)

CORE

04/26/2019 12:56 PM

[Home](#) | [Issue Reporting](#) | [Help](#) | [Logout](#)
[Entity Info](#) | [Forms](#) | [Claim Verifications](#) | [Activity Log](#) | [Reports](#)

You Have Selected the 'Official' Data Area.
The Data State of the form set is: "Clean"

[Print Legacy](#) | [Print Form](#) | [Print Blank](#) | [Print Text Only](#)

District Name: PELHAM UFSD
Contact Person: JACKIE VIGIL

District Code: 661601
Telephone: (914) 738-9140
Tel Extension: 1143

Schedule C3 - School Food Service Programs Expenditures

	Account		2016-17 School Year SED File (Prior)	2017-18 School Year DP Code 59 (Actual)
EXPENDITURES				
Salaries	C2860.16	1	44,736	51,113
Equipment	C2860.2	2		3,169
Management Company Admin Service Fee	C2860.401	3	572,379	630,597
Net Management Company Direct Expenses	C2860.402	4		
All Other Contractual	C2860.409	5	113,711	29,942
Net Cost of Food Used	C2860.41	6	34,767	51,468
Materials and Supplies	C2860.45	7		1,048
BOCES Services	C2860.49	8		
Other (Specify)	C2860.4	9		
State Retirement	C9010.8	10		
Teachers' Retirement	C9020.8	11		
Social Security	C9030.8	12		
Workers' Compensation	C9040.8	13		
Life Insurance	C9045.8	14		
Unemployment Insurance	C9050.8	15		
Disability Insurance	C9055.8	16		
Hospital, Medical, and Dental Insurance	C9060.8	17		
Interfund Transfers	C9901.9	18		
TOTAL SCHOOL FOOD SERVICE PROGRAMS EXPENDITURES AND INTERFUND TRANSFERS	CT9999.0	19	765,593	767,337

[State Aid Homepage](#) | [Contact Us](#)

Ver 1.7.69a



School Reimbursement Claim Form

Month Ending: 2018-09-30

Account	Location	Category	Enrollment	Days	Approved Applications		Meals Served				Percentage Eating		Edit Check	
					Free	Reduced	Free	Reduced	Full Paid	Total	Free Eligible	Reduced Eligible	Free	Reduced
Pelham NY	Pelham Colonial Elementary	Breakfast	331	12.9	9	0	15	0	0	15	18.52%	-	OK	OK
Pelham NY	Pelham Hutchinson Elementary	Breakfast	356	12	91	5	54	0	26	80	4.95%	0.00%	OK	OK
Pelham NY	Pelham Memorial High School	Breakfast	1,606	14	136	21	95	8	90	193	4.99%	2.72%	OK	OK
Pelham NY	Pelham Prospect Hill Elementary	Breakfast	318	12	0	0	0	0	32	32	-	-	OK	OK
Pelham NY	Pelham Siwanoy Elementary	Breakfast	285	0	7	1	0	0	0	0	0.00%	0.00%	OK	OK
Pelham NY	Pelham Colonial Elementary	Lunch	331	13	9	0	48	0	1,216	1,264	41.03%	-	OK	OK
Pelham NY	Pelham Hutchinson Elementary	Lunch	356	13	91	5	642	37	1,137	1,816	54.27%	56.92%	OK	OK
Pelham NY	Pelham Memorial High School	Lunch	1,606	14	136	21	926	196	5,921	7,043	48.63%	66.67%	OK	OK
Pelham NY	Pelham Prospect Hill Elementary	Lunch	318	13	9	0	51	0	1,107	1,158	43.59%	-	OK	OK
Pelham NY	Pelham Siwanoy Elementary	Lunch	285	13	7	1	47	2	876	925	51.65%	15.38%	OK	OK



School Reimbursement Claim Form

2

Month Ending: 2018-10-31

Account	Location	Category	Enrollment	Days	Approved Applications		Meals Served				Percentage Eating		Edit Check	
					Free	Reduced	Free	Reduced	Full Paid	Total	Free Eligible	Reduced Eligible	Free	Reduced
Pelham NY	Pelham Colonial Elementary	Breakfast	332	21	9	0	22	0	0	22	11.64%	-	OK	OK
Pelham NY	Pelham Hutchinson Elementary	Breakfast	354	21	85	3	112	0	64	176	6.27%	0.00%	OK	OK
Pelham NY	Pelham Memorial High School	Breakfast	1,606	22	124	21	147	11	168	326	5.39%	2.38%	OK	OK
Pelham NY	Pelham Prospect Hill Elementary	Breakfast	317	21	6	0	0	0	53	53	0.00%	-	OK	OK
Pelham NY	Pelham Siwanoy Elementary	Breakfast	287	0	5	1	0	0	0	0	0.00%	0.00%	OK	OK
Pelham NY	Pelham Colonial Elementary	Lunch	332	22	9	0	98	0	2,028	2,126	49.49%	-	OK	OK
Pelham NY	Pelham Hutchinson Elementary	Lunch	354	22	85	3	1,119	62	2,136	3,317	59.84%	93.94%	OK	OK
Pelham NY	Pelham Memorial High School	Lunch	1,606	22	124	21	1,496	270	9,399	11,165	54.84%	58.44%	OK	OK
Pelham NY	Pelham Prospect Hill Elementary	Lunch	317	22	6	0	94	0	2,086	2,180	71.21%	-	OK	OK
Pelham NY	Pelham Siwanoy Elementary	Lunch	287	22	5	1	80	4	1,774	1,858	72.73%	18.18%	OK	OK

Use



School Reimbursement Claim Form

Month Ending: 2018-11-30

Account	Location	Category	Enrollment	Days	Approved Applications		Meals Served				Percentage Eating		Edit Check	
					Free	Reduced	Free	Reduced	Full Paid	Total	Free Eligible	Reduced Eligible	Free	Reduced
Pelham NY	Pelham Colonial Elementary	Breakfast	333	16	9	0	16	0	0	16	11.11%	-	OK	OK
Pelham NY	Pelham Hutchinson Elementary	Breakfast	354	17	91	3	102	0	46	148	6.59%	0.00%	OK	OK
Pelham NY	Pelham Memorial High School	Breakfast	1,603	18	141	10	135	14	301	450	5.32%	7.78%	OK	OK
Pelham NY	Pelham Prospect Hill Elementary	Breakfast	317	17	6	0	0	0	59	59	0.00%	-	OK	OK
Pelham NY	Pelham Siwanoy Elementary	Breakfast	287	0	6	0	0	0	0	0	0.00%	0.00%	OK	OK
Pelham NY	Pelham Colonial Elementary	Lunch	333	17	9	0	75	0	1,758	1,833	49.02%	-	OK	OK
Pelham NY	Pelham Hutchinson Elementary	Lunch	354	17	91	3	838	51	1,768	2,657	54.17%	100.00%	OK	WARN
Pelham NY	Pelham Memorial High School	Lunch	1,603	16	141	10	1,172	106	7,187	8,465	51.95%	66.25%	OK	OK
Pelham NY	Pelham Prospect Hill Elementary	Lunch	317	17	6	0	59	0	1,733	1,792	57.84%	-	OK	OK
Pelham NY	Pelham Siwanoy Elementary	Lunch	287	17	6	0	48	0	1,481	1,529	47.06%	-	OK	OK



School Reimbursement Claim Form

Month Ending: 2018-12-31

Account	Location	Category	Enrollm ent	Days	Approved Applications		Meals Served				Percentage Eating		Edit Check	
					Free	Reduce d	Free	Reduce d	Full Paid	Total	Free Eligible	Reduced Eligible	Free	Reduced
Pelham NY	Pelham Colonial Elementary	Breakfast	331	15	9	0	15	0	0	15	11.11%	-	OK	OK
Pelham NY	Pelham Hutchinson Elementary	Breakfast	355	14	88	3	83	0	37	120	6.74%	0.00%	OK	OK
Pelham NY	Pelham Memorial High School	Breakfast	1,602	15	140	10	116	13	118	247	5.52%	8.67%	OK	OK
Pelham NY	Pelham Prospect Hill Elementary	Breakfast	318	13	6	0	0	0	47	47	0.00%	-	OK	OK
Pelham NY	Pelham Siwanoy Elementary	Breakfast	287	0	6	0	0	0	0	0	0.00%	0.00%	OK	OK
Pelham NY	Pelham Colonial Elementary	Lunch	331	15	9	0	58	0	1,448	1,506	42.96%	-	OK	OK
Pelham NY	Pelham Hutchinson Elementary	Lunch	355	15	88	3	785	41	1,425	2,251	59.47%	91.11%	OK	OK
Pelham NY	Pelham Memorial High School	Lunch	1,602	15	140	10	1,056	111	6,505	7,672	50.29%	74.00%	OK	OK
Pelham NY	Pelham Prospect Hill Elementary	Lunch	318	15	6	0	50	0	1,582	1,632	55.56%	-	OK	OK
Pelham NY	Pelham Siwanoy Elementary	Lunch	287	15	6	0	45	0	1,256	1,301	50.00%	-	OK	OK



School Reimbursement Claim Form

Month Ending: 2019-01-31

Account	Location	Category	Enrollment	Days	Approved Applications		Meals Served				Percentage Eating		Edit Check	
					Free	Reduced	Free	Reduced	Full Paid	Total	Free Eligible	Reduced Eligible	Free	Reduced
Pelham NY	Pelham Colonial Elementary	Breakfast	331	19	10	0	20	0	0	20	10.53%	-	OK	OK
Pelham NY	Pelham Hutchinson Elementary	Breakfast	358	19	91	3	94	0	36	130	5.44%	0.00%	OK	OK
Pelham NY	Pelham Memorial High School	Breakfast	1,602	21	147	10	116	10	143	269	3.76%	4.76%	OK	OK
Pelham NY	Pelham Prospect Hill Elementary	Breakfast	321	16	6	0	0	0	34	34	0.00%	-	OK	OK
Pelham NY	Pelham Swanoy Elementary	Breakfast	289	0	6	0	0	0	0	0	0.00%	0.00%	OK	OK
Pelham NY	Pelham Colonial Elementary	Lunch	331	21	10	0	76	0	1,972	2,048	36.19%	-	OK	OK
Pelham NY	Pelham Hutchinson Elementary	Lunch	358	21	91	3	1,052	51	2,050	3,153	55.05%	80.95%	OK	OK
Pelham NY	Pelham Memorial High School	Lunch	1,602	21	147	10	1,342	134	8,082	9,558	43.47%	63.81%	OK	OK
Pelham NY	Pelham Prospect Hill Elementary	Lunch	321	21	6	0	41	0	1,677	1,718	32.54%	-	OK	OK
Pelham NY	Pelham Swanoy Elementary	Lunch	289	21	6	0	67	0	1,648	1,715	53.17%	-	OK	OK

2,808 195 15,642



School Reimbursement Claim Form

Month Ending: 2019-02-28

Account	Location	Category	Enrollment	Days	Approved Applications		Meals Served				Percentage Eating		Edit Check	
					Free	Reduced	Free	Reduced	Full Paid	Total	Free Eligible	Reduced Eligible	Free	Reduced
Pelham NY	Pelham Colonial Elementary	Breakfast	331	12	10	0	12	0	0	12	10.00%	-	OK	OK
Pelham NY	Pelham Hutchinson Elementary	Breakfast	356	13	88	3	74	0	28	102	6.47%	0.00%	OK	OK
Pelham NY	Pelham Memorial High School	Breakfast	1,601	14	145	10	89	7	100	196	4.38%	5.00%	OK	OK
Pelham NY	Pelham Prospect Hill Elementary	Breakfast	318	11	6	0	0	0	18	18	0.00%	-	OK	OK
Pelham NY	Pelham Siwanoy Elementary	Breakfast	290	0	7	0	0	0	0	0	0.00%	0.00%	OK	OK
Pelham NY	Pelham Colonial Elementary	Lunch	331	14	10	0	62	0	1,322	1,384	44.29%	-	OK	OK
Pelham NY	Pelham Hutchinson Elementary	Lunch	356	14	88	3	699	36	1,391	2,126	56.74%	85.71%	OK	OK
Pelham NY	Pelham Memorial High School	Lunch	1,601	14	145	10	1,024	96	5,637	6,757	50.44%	68.57%	OK	OK
Pelham NY	Pelham Prospect Hill Elementary	Lunch	318	14	6	0	32	0	1,207	1,239	38.10%	-	OK	OK
Pelham NY	Pelham Siwanoy Elementary	Lunch	290	14	7	0	43	0	1,030	1,073	43.86%	-	OK	OK

12,907



School Reimbursement Claim Form

Month Ending: 2019-03-31

Account	Location	Category	Enrollment	Days	Approved Applications		Meals Served				Percentage Eating		Edit Check	
					Free	Reduced	Free	Reduced	Full Paid	Total	Free Eligible	Reduced Eligible	Free	Reduced
Pelham NY	Pelham Colonial Elementary	Breakfast	330	18	10	0	18	0	0	18	10.00%	-	OK	OK
Pelham NY	Pelham Hutchinson Elementary	Breakfast	355	18	88	3	109	0	44	153	6.88%	0.00%	OK	OK
Pelham NY	Pelham Memorial High School	Breakfast	1,599	20	145	10	155	8	154	317	5.34%	4.00%	OK	OK
Pelham NY	Pelham Prospect Hill Elementary	Breakfast	316	18	6	0	0	0	33	33	0.00%	-	OK	OK
Pelham NY	Pelham Siwanoy Elementary	Breakfast	290	0	7	0	0	0	0	0	0.00%	0.00%	OK	OK
Pelham NY	Pelham Colonial Elementary	Lunch	330	20	10	0	84	0	1,989	2,073	42.00%	-	OK	OK
Pelham NY	Pelham Hutchinson Elementary	Lunch	355	20	88	3	1,001	53	1,850	2,904	56.88%	88.33%	OK	OK
Pelham NY	Pelham Memorial High School	Lunch	1,599	20	145	10	1,414	142	7,826	9,382	48.76%	71.00%	OK	OK
Pelham NY	Pelham Prospect Hill Elementary	Lunch	316	20	6	0	39	0	1,814	1,853	32.50%	-	OK	OK
Pelham NY	Pelham Siwanoy Elementary	Lunch	290	20	7	0	62	0	1,658	1,718	44.29%	-	OK	OK

ADDITIONAL REQUIREMENTS FOR FSMC OPERATIONS PELHAM UNION FREE SCHOOL DISTRICT

The Pelham UFSD's current POS system is Nutrikids. The licensing and maintenance fees for the POS will be the responsibility of the SFA. (Agreement § 4)c)).

The FSMC must maintain a manual alphabetical roster for each school, enabling the roster to be used in any instance where the POS system is not functioning or available. This roster should be printed monthly from the POS system by the FSMC and include Free/Reduced/Paid status to ensure proper sales recognition and submission of claims to NY State (Agreement § 4)b)).

The FSMC must have the capability of providing a nutrient analysis for all menu items. Additionally, the FSMC shall have the capability of providing an analysis for any day, week or month as requested by the SFA. The FSMC shall provide a statement to the fact that it has this capability with the bid response.

The FSMC is required to provide a pre-and post-consumption nutrient analysis to the SFA upon request. Additionally, the FSMC shall have the capability of providing an analysis for any day, week or month as requested by the SFA. The FSMC shall provide a statement to the fact that it has this capability with the bid response.

Nutritional information for all current menu items shall be posted in the respective cafeterias. Nutritional information of all current menus offered shall be posted on the District website. The FSMC shall provide parents (upon request) a printout of the items their children receive through the various serving lines for up to 30 days (Agreement § 6)b)).

Catering:

- The FSMC shall be available to provide special catering services and price quotes for such at a reasonable cost prior to the service of each special event.
 - Examples of special events include: Superintendent conference days, staff and community outreach events, etc.
 - However, nothing shall imply that the district is required to use the FSMC to cater these events.
 - All direct costs for any catering functions, including food cost, labor cost, paper supplies, etc. are SEPARATE from the child nutrition program.
- Separate orders must be placed with vendors for items used for any catering.
- USDA commodity foods are prohibited from use in any catering functions.

Contract and Accountability Issues:

- All monies are to be deposited daily by the FSMC.
- All deposit slips are to be prepared each day and clearly labeled with the name of the school and marked breakfast, lunch or as appropriate.
- All cash receipts must be counted and verified by a second person other than the cashier within each building.
- The FSMC agrees to defend, indemnify and hold harmless the SFA, its Board of Education, the Board's agents, officers, trustees, attorneys and employees, all in their individual and corporate capacities, for all loss, costs, damage and expense, including but not limited to attorney's fees arising out of or resulting from the performance of this agreement. The failure of the FSMC to have required coverage is a material breach and subjects the FSMC to all damages available under

law. The FSMC shall indemnify the district for any costs associated with the failure of the FSMC to have coverage, including but not limited to reasonable attorney's fees.

- The FSMC shall be responsible for all regulations within the child nutrition program including financial reclaims. The FSMC will correct any areas in which the SFA is found to be non-compliant, or any areas cited by SED, the Health Department or other regulatory agency. All financial sanctions imposed on the SFA shall be reimbursed by the FSMC. However, should there be financial sanctions imposed that are district-related and not under the control of the FSMC, the penalty will not be imposed on the FSMC as long as it is not responsible for the specific violation. All potential concerns observed by the FSMC must be brought to the attention of the SFA in writing.

Financial Stability:

- The bidder must provide a certified annual statement indicating financial stability.
- The statement provided must reflect a minimum of the last 3 completed fiscal years.

Termination Experience:

- Bidders must furnish a list within the last five (5) years of any and all school district or other food service contracts that have been:
 - Terminated prior to contract expiration and reasons for such termination
 - Not renewed after year one, two, three or four of the contract cycle

Other Considerations for the FSMC:

- The Pelham UFSD has been approved for the \$0.06 certification each year.
- The Pelham UFSD will participate in the "30% NYS Initiative"¹ as defined by the NYS Child Nutrition Program Administration for the 2019-20 SY.
 - Under this program, the SFA requires at least 30% of total food costs for the school lunch program must be spent on NYS food products.
 - Any New York State (NYS) Food Product purchased and used in the reimbursable meal for the school lunch program may contribute toward the 30% NYS Initiative.
 - A "NYS Food Product" is defined as:
 - A food item that is grown, harvested, or produced in NYS; or
 - A food item processed inside or outside NYS comprising over 51% agricultural raw materials grown, harvested, or produced in NYS, by weight or volume.
 - "Producing" means the producing of food grown upon and/or harvested from the farm or waters through agricultural, horticultural, aqua cultural, or dairying processes.
 - "Processing" means any alteration of a food product from its raw or original state to enhance its value or render it suitable for consumption. Examples of processing include, but are not limited to, butchering of meat or poultry, and cooking, pasteurizing, and/or packaging food products.
 - Bidders must demonstrate their ability to source at least 30% of the cost of the school lunch program from NYS producers or processors in compliance with this initiative.
 - The FSMC will be required to document the sourcing of 30% NYS products in the following ways:
 - For *processed* products, SFAs must require that product manufacturers complete the Product Formulation Statement for Documenting processed New York State Food Products to certify qualifying products. A copy of this formulation statement is attached as Schedule I-9a.

¹ Pursuant to Chapter 56 of the Laws of 2018. See, <http://www.cn.nysed.gov/content/additional-state-subsidy-purchasing-new-york-state-food-products>

1. FSMC must submit these to the SFA within the timeline determined by the SFA.
- Solicitations, contracts, purchase orders, price lists, labels, invoices, receipts, production records and NYS Product lists must be retained for NYS *produced* products

Product Formulation Statement for Documenting *processed* New York State Food Products

A food item processed inside or outside New York State (NYS) comprising of over 51 percent agricultural raw materials grown, harvested, or produced in NYS, by weight or volume is considered a NYS Food Product. To document such processed items as NYS Food Products, School Food Authorities must maintain:

- a copy of the product label that includes product ingredients, date of production and batch/run identification as applicable
- any product formulation statement or CN label for meal pattern crediting in Child Nutrition Programs as applicable
- the following applicable information on processing company letterhead signed by an official company representative

Processor Name:					
Product Name:					
Product Code:					
Product Batch/Run #:					
Production Date(s):					
NYS Ingredient Name	NYS Ingredient Business/Farm of Origin Information				Amount of NYS Ingredient ¹
	Name	City	State	Zip Code	
Total amount of all NYS ingredients ¹					
Total amount raw product ¹					
Percent of NYS ingredients in product ²					

¹Amount in batch/run listed consistently by either weight or volume

²Total amount of NYS ingredients ÷ Total amount of raw product x 100

I certify the above information is true and correct and that the product identified above is comprised of over 51 percent agricultural raw materials grown, harvested, or produced in NYS, by weight or volume.

Signature of Official Company Representative

Title

Printed Name

Date

Phone Number

For further guidance, please click [here](#).

Appendix A

STANDARD DEFINITIONS FOR ALL NEW YORK STATE SCHOOL FOOD AUTHORITY - FOOD SERVICE MANAGEMENT COMPANY CONTRACTS

Bid is a complete and properly signed proposal on the forms provided herein to provide the food service program management services, equipment, supplies or materials required for the sum stipulated therein supported by data called for by the Bidding Documents.

Bidder is any individual, company or corporation submitting a bid.

Bidding Documents include the Advertisement or "Notice to Bidders" and the documents contained herein. Board is the Governing Board of the SFA.

Conditions and Specifications constitute any description in the Bidding Documents of services; materials, supplies, and/or equipment required for the performance of the obligations under the Contract or the circumstances under which such services, materials, supplies, and/or equipment are to be provided.

Contract or Agreement is a formal agreement duly executed by the authorized representatives of the SFA and the FSMC which calls for the provision of all services, materials, supplies or equipment by the FSMC in accordance with all Conditions and Specifications in the Bidding Documents, for a price to be paid by the SFA.

Contractor means a commercial enterprise, public or nonprofit private organization or individual that enters into a contract with or without a fixed fee.

End Product means a finished product containing any amount of donated food that has been commercially processed.

Food is defined as and limited to those items purchased for use in the preparation and service of student, a la carte, adult and special event meals as specified.

Food Service Management Company (FSMC) means a commercial enterprise or a nonprofit organization that is or may be contracted with by the SFA to manage any aspect of the school food service in whole or in part. An FSMC is a company that is acting on behalf of a school food authority by actually being in charge of or directing any aspect of the food service, and must meet applicable program requirements.

Instructions to Bidders include all "Conditions and Specifications," the bid proposal forms, including any NYSED pre-approved amendments issued prior to the opening of bids, and the "Contract."

Invitation to Bid (IFB) means a type of solicitation document used in the competitive sealed bidding, where the primary consideration is cost and the expectation is that competitive bids will be received and an acceptance (award) will be made to the responsive and responsible bidder whose bid is lowest in price. The IFB must be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them with sufficient time to respond prior to the date set for opening the bids. Also, the IFB should describe the minimum standards expected of a responsible bidder in measurable terms.

Labor is defined as and limited to on-site employees responsible for the management, preparation, service, and cleanup of meals.

Management Fee is defined as all costs other than food, labor and miscellaneous as defined herein.

Miscellaneous Expenses are defined as paper supplies (including decorations), equipment rental, cleaning materials, commodity handling and warehousing charges, travel as required for effective program management, and as agreed upon by the SFA (*see below), uniforms, menu paper and printing, taxes and licenses, laundry, insurance, information technology costs associated with the food service operation, and other costs as contractually obligated herein. Miscellaneous Expenses are to be used solely for the purpose of the Child Nutrition Program in which this contract operates.

Travel as required for effective program management and as agreed upon by the SFA:

- Travel as required: Travel of the manager from one building to another in the district. Travel to State sponsored meetings.
- Travel as agreed upon: Travel to special meetings. Travel of regional chef, dietician, etc. if the SFA deems such visits necessary for the efficient operation of the program.

Nonprofit School Food Service means all food service operations conducted by the SFA principally for the benefit of school children, all of the revenue from which is used solely for the operation or improvement of such food services.

Notice to Bidders is the formal statement issued by the SFA inviting bids on all the services, materials, supplies or equipment described in the Bidding Documents.

School Food Authority (SFA) is a public school district, non-public school, residential child care institution, county jail or correctional facility participating in the National School Lunch, School Breakfast or Special Milk program.
Successful Bidder is a Bidder to whom an award is made by the Board.

All additional definitions set forth in the Specifications are generally applicable to the Bidding Documents.

APPENDIX B

STANDARD CLAUSES FOR ALL NEW YORK STATE SCHOOL FOOD AUTHORITY FOODSERVICE MANAGEMENT COMPANY CONTRACTS

The parties of the attached contract, license, lease, amendment or other agreement or any kind (hereinafter, the contract or this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word Contractor herein refers to any party other than the SFA, whether a contractor, licensor, licensee, lessor, lessee, or any other party):

1. **Governing Law**—This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
2. **Conflicting Terms**—In case of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix B, the terms of this Appendix B shall control.
3. Contracts shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163). Grantor agencies are permitted to require changes, remedies, changed conditions, access and record retention and suspension of work clauses approved by the Office of Federal Procurement Policy.
4. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), 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."
5. **Hold Harmless**—The FSMC shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the intentionally negligent or negligent acts, errors or omissions of its employees providing the services rendered by the FSMC pursuant to this AGREEMENT. The FSMC shall defend and indemnify and hold harmless the SFA and its officers and employees from claims, suits, actions damages and costs of every nature arising out of the intentionally negligent or negligent provision of services pursuant to this AGREEMENT.
6. **Davis-Bacon Act**, as amended (40 U.S.C. 3141-3148). Where applicable, all prime construction contracts in excess of \$2,000 must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the Act, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
7. **The Copeland "Anti-Kickback" Act** (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Where applicable, all contracts must be in compliance with the Copeland "Anti-Kickback" Act (18 U.S.C 874 as supplemented by Department of Labor regulations (29 CFR Part 3). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
8. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a

standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. **Criminal Penalties**—Section 104(b) amended section 12(g) of the NSLA (42 U.S.C. 1760(g)) to increase to \$25,000 the maximum fine for embezzling, willfully misapplying, stealing or obtaining by fraud increase to \$25,000 the maximum fine for embezzling, willfully misapplying, stealing or obtaining by fraud funds, assets or property acquired under the NSLA or CNA.
10. **Buy American**—Section 104(d) amended section 12 of the NSLA (42 U.S.C. 1760) to require SFAs participating in the NSLP and SBP to purchase for those programs, to the maximum extent practicable, domestic commodities or products. For purposes of this provision, the term "domestic food commodity or product" means agricultural commodities produced in the U.S. and food products processed in the U.S. substantially using agricultural commodities that are produced in the U.S. (over 51 percent of the processed food comes from American produced products). The FSMC shall certify the percentage of U.S. content in the products supplied to the SFA. The SFA reserves the right to review vendor purchase records to ensure compliance with Buy American provision. The FSMC shall comply with the Buy American provision for contracts that involved the purchase of food as required by Title 7 CFR, part 210.21(d).
11. **Procurement Contracts**—Section 104(e) amended section 12 of the NSLA (42 U.S.C. 1760) to stipulate that, when acquiring goods and services for programs under the Child Nutrition Programs SFAs may contract with persons and companies which have provided specification information to SFA for use in drafting procurement specifications. This provision is intended to encourage program administrators to obtain information from as many sources as possible to assist them in drafting procurement documents. A potential contractor or other interested party may not participate in the procurement process by way of drafting the procurement specifications, procedures or documents, such as requests for proposals, invitations for bids and contracts. This provision is intended to ensure that program operators have sufficient flexibility in contracting matters while maintaining maximum open and free competition.
12. **Food Safety Inspections**—Section 102(c) amended section 9 of the NSLA (42 U.S.C. 1758) by adding subsection (h) to require schools participating in the NSLP or the SBP to obtain food safety inspections conducted by a State or local governmental agency responsible for such inspections at least twice a year if a State or local governmental agency does not otherwise require inspections.
13. **Clean Air Act** (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to 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).
14. **Debarment and Suspension** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
15. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must disclose lobbying activities and file the required certification attesting 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 award covered by 31 U.S.C. 1352.

Food Service Management Companies who bid for an award exceeding \$100,000 must disclose lobbying activities in connection with school nutrition programs. If no activities occur, the form should not be completed. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. (Only required if money is spent on lobbying activities). A copy of the disclosure form is provided, as Appendix D.

16. **Procurement of recovered materials.** In accordance with 2 CFR § 200.322, a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with 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.
17. **Women/Minority owned Businesses.** In accordance with federal and state requirements, the FSMC must take all necessary affirmative steps to assure that minority business enterprises, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce or any state agency responsible for promoting women and minority businesses.
18. **Water**—Plain potable water must be available to students free of charge in the place where lunch meals are served.
19. **Non-program Foods**—SFA must ensure that the overall revenue from non-program food is proportional to the cost of obtaining these foods. If non-program foods are purchased with the non-profit school food service account, all revenue must accrue back to the account.
20. **Outreach Overview**—SFA are required to promote the availability of the breakfast program, if applicable.
21. **Iran Divestment Act of 2012**—The Iran Divestment Act of 2012 ("ACT"), Chapter 1 of the 2012 Laws of New York, added State Finance Law (SFL), 165-a and General Municipal Law 103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services ("OGS") developed a list ("Prohibited Entities List") of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). In accordance with SFL 165-a(3), the Prohibited Entities list may be found on the OGS website at:
<http://www.ogs.ny.gov/about/regs/docs/listofentities.pdf>.

SFA reserve the right to reject any bid, proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after a contract award.
22. **Gifts from FSMC**—The SFAs or SFAs officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from FSMC or potential FSMC. To the extent permissible under State law, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards either by the SFA or SFAs officers, employees, or agents or by the FSMC or their agents.
23. **Conflict of Interest**—If the FSMC is aware of any prohibited conflict of interest, real or apparent, and knows the conflict has gone unreported, the contract may be void under applicable federal, State or local laws.

24. Any silence, absence, or omission from the Agreement concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials (food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.
25. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub recipient 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 sub recipient 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.

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

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

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Non-Collusive Bidding Certification Form

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, in the case of a joint bid each party thereto certified as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit to bid for the purpose of restricting competition.

Name of Bidder/Company

*Name of Company Official-- *See Below*

Signature of Company Official (Sign in Blue Ink Only)

Print Name

Date

Email Address

*Article IX, Section 139-d of NYS Finance Law provides that any bid made to the State or any public department, agency, or official thereof by a corporate bidder, where competitive bidding is required by statute, rule or regulation, and where such bid contains a signed certification of non-collusive bidding is deemed to have been authorized by the board of directors of the bidder, and is deemed to include the signing and submission of the bid and the certificate as to non-collusion as the act and deed of the corporation.