

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
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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: Byram Hills Central School District **LEA Code:** 661201060000

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: Mr. Kelly E. Seibert

Title: Assistant Superintendent for Business and Management Services

Phone Number: 914-273-4198 ext 5931

Email: KSeibert@byramhills.org

Food Service Management Company Information:

Food Service Management Company:

Bid Price:

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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 checked="" 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 checked="" 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 checked="" 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 checked="" type="checkbox"/> Circle Responsible Part (See Table of Contents)* | <input type="checkbox"/> Original Signature of FSMC/Title and Date |
| <input checked="" type="checkbox"/> Complete All Required Blanks (See Table of Contents)* | <input type="checkbox"/> Original Corporate Affidavit for FSMC signing contract |

BID SPECIFICATION SECTION

- | | |
|---|---|
| <input checked="" type="checkbox"/> Indicate Child Nutrition Programs currently participating in* | <input type="checkbox"/> Food Based Menu Plan and Implementation Timeline |
| <input checked="" type="checkbox"/> Specify any Child Nutrition Program SFA anticipates entering* | <input type="checkbox"/> Purchase Specifications |
| <input checked="" type="checkbox"/> Prior year's participating and meal pricing information* | <input checked="" type="checkbox"/> Performance Security (See Table of Contents)* |
| <input checked="" type="checkbox"/> Insert student and adult meals and a la Carte prices* | <input checked="" type="checkbox"/> Select Bid Option 1 or 2* |
| <input checked="" type="checkbox"/> Specify meal service locations and times* | <input checked="" 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: Byram Hills Central School District **LEA Code:** 661201060000

SFA Amendments: Submitted by: Kelly Seibert/Mary Zawieski Date: 6/11/2019 Phone: 914-273-4198

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

SFA proposed Amendment to this section: Page #: 28 Section Name: Free & Reduce Meal Policy Section #: a&b

To identify that FSMC will be responsible for the costs of providing Free & Reduce Price Meals at the High and Middle Schools. These schools do not participate in the NSLP and will not be claimed /reported. The successful bidder will absorb the cost of providing these meals.

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

SFA proposed Amendment to this section: Page #: 37 Section Name: Insurance Section #: 24

To provide additional insurance information required by NYSIR. Page 37A

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

SFA proposed Amendment to this section: Page #: 34 Section Name: Employee Section #: 17

To offer all employees in good standing similar positions with intact rates of pay and benefits after interviewing Page 34A. Additional, SEE Staffing specifications in Schedules G-1 and G-2.

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

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

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

School Food Authority: Byram Hills Central School District LEA Code: 661201060000

4. The contract is amended as follows (check one): ☐ Agreement Section ☒ Bidding Requirements/Specifications
Menu
SFA proposed Amendment to this section: Page #: 47 Section Name: Cycle/Meal Plan Section #: 12a&b

To change 21-day cycle menu to 25 day cycle menu, additionally noted on Schedule A menu requirements. AND All references through bid document pages to a 21 day menus shall be understood to be a 25 day cycle menu.

5. The contract is amended as follows (check one): ☐ Agreement Section ☒ Bidding Requirements/Specifications
Purchase
SFA proposed Amendment to this section: Page #: 51 Section Name: Specifications Section #: 13d
To submit district requirements that all vegetables served in all schools be fresh or frozen, grown, processed in USA. No canned fruits and vegetables are allowed except applesauce, tomato products and legumes. Additionally noted on Schedule B.

6. The contract is amended as follows (check one): ☐ Agreement Section ☒ Bidding Requirements/Specifications
Bid Forms & Exhibits
SFA proposed Amendment to this section: Page #: 54 Section Name: Exhibits Section #: 16
To require completion of the Miscellaneous Expenses Worksheet. Page 54A

7. The contract is amended as follows (check one): ☐ Agreement Section ☒ Bidding Requirements/Specifications
Price
SFA proposed Amendment to this section: Page #: 46 Section Name: Price Section #: 9
To submit the A la Carte Lists. Pages 47A-F

8. The contract is amended as follows (check one): ☐ Agreement Section ☒ Bidding Requirements/Specifications
Finance/Accounting Report & Audit
SFA proposed Amendment to this section: Page #: 36 Section Name: Finance/Accounting Report & Audit Section #: 22h
To identify the FSMC is to provide a monthly and Y-T-D Operating Statement with the monthly invoice before the SFA can release payment of the FSMC invoice per example on PAGE 36A and the Attestation Statement in Schedule I-4.

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

The University of the State of New York
NEW YORK STATE EDUCATION DEPARTMENT
Child Nutrition Programs Administration
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Albany, NY 12234
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Web Address: www.cn.nysed.gov

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

Form #2 – Cover Page

(This form is required for all executed contracts)

FOR:

School Food Authority Name: Byram Hills Central School District

LEA Code: 661201060000

Street Address: 10 Tripp Lane

City, State, Zip: Armonk, New York 10504

Telephone Number: 914-273-4198

Superintendent/ CEO Name: Ms Jen Lamia

Email Address: JLamia@byramhills.org

SUBMITTED BY:

Food Service Management Company Name: _____

Street Address: _____

City, State, Zip: _____

Telephone Number: _____

NYSED USE ONLY

NYSED Reviewed	
Date: _____	Initial: _____

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>
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Form #3 – BID SUMMARY FORM

School Food Authority: Byram Hills Central School District **LEA Code:** 661201060000

- 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)
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<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.

Original Signature of SFA Representative (blue ink only)

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>
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Form #4 – Board Minutes Form

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

School Food Authority: Byram Hills Central School District **LEA Code:** 661201060000

<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 o Publication</i></p>
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Form #5 – Notarized Affidavit of Publication Form

Attach Notarized Affidavit of Publication Here

School Food Authority: Byram Hills Central School District **LEA Code:** 661201060000

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>
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Form #6 – Debarment Option A (SFA Form)

(This form is required for all executed contracts)

<div style="background-color: yellow; height: 20px; width: 100%;"></div>	checked the System of Award Management List on	<div style="background-color: yellow; height: 20px; width: 100%;"></div>
<i>SFA Representative Name and Title</i>		<i>Date</i>
http://www.sam.gov and this prospective contractor <div style="background-color: yellow; height: 20px; width: 100%; margin-top: 5px;"></div>		
<i>Name of FSMC and Principal/ President of Company</i>		

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>
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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**

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: nature _____ value _____					
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: _____ <i>(Sign in Blue Ink Only)</i> Print Name: _____ Title: _____ Telephone: _____ Date: _____		
Federal Use Only:				Authorized for Local Reproduction Standard Form - LLL	

Form #7B – Disclosure of Lobbying Activities

(This form is required for all executed contracts.)

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 #9</u> <i>NYS Required 2019-2020 Certification of Insurance</i></p>
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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: Byram Hills Central School District **LEA Code:** 661201060000

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> NYS Required 2019-2020 Performance Security</p>
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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: Byram Hills Central School District **LEA Code:** 661201060000

Form #11 – Summer Food Service Program...NAxxxx

☒ 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 <i>(Original Signatures must be in blue ink only)</i>	
<hr/>	<hr/>
<i>Signature President, Board of Education</i>	<i>Authorized Signature of FSMC and Title</i>
<hr/>	<hr/>
<i>Byram Hills Central School District</i>	<i>Name of Food Service Management Company</i>
<hr/>	<hr/>
<i>Name of School Food Authority</i>	<i>Date</i>
<hr/>	<hr/>
<i>Date</i>	<i>Date</i>

Form #11A – Summer Food Service Program NA XXXXX

☒ 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	DateDateDate	DateDateDate	###		Breakfast			
		<input type="checkbox"/> Yes <input type="checkbox"/> No	DateDateDate	DateDateDate	###		AM Snack			
		<input type="checkbox"/> Yes <input type="checkbox"/> No	DateDateDate	DateDateDate	###		Lunch			
		<input type="checkbox"/> Yes <input type="checkbox"/> No	DateDateDate	DateDateDate	###		PM Snack			
		<input type="checkbox"/> Yes <input type="checkbox"/> No	DateDateDate	DateDateDate	###		Supper			
		<input type="checkbox"/> Yes <input type="checkbox"/> No	DateDateDate	DateDateDate	###		Breakfast			
		<input type="checkbox"/> Yes <input type="checkbox"/> No	DateDateDate	DateDateDate	###		AM Snack			
		<input type="checkbox"/> Yes <input type="checkbox"/> No	DateDateDate	DateDateDate	###		Lunch			
		<input type="checkbox"/> Yes <input type="checkbox"/> No	DateDateDate	DateDateDate	###		PM Snack			
		<input type="checkbox"/> Yes <input type="checkbox"/> No	DateDateDate	DateDateDate	###		Supper			
		<input type="checkbox"/> Yes <input type="checkbox"/> No	DateDateDate	DateDateDate	###		Breakfast			
		<input type="checkbox"/> Yes <input type="checkbox"/> No	DateDateDate	DateDateDate	###		AM Snack			
		<input type="checkbox"/> Yes <input type="checkbox"/> No	DateDateDate	DateDateDate	###		Lunch			
		<input type="checkbox"/> Yes <input type="checkbox"/> No	DateDateDate	DateDateDate	###		PM Snack			

		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u>DateDateDate</u>	<u>DateDateDate</u>	<u>###</u>		Supper			
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Form #11B – Summer Food Service Program Continuation Sheet NA XXXXX

☒ 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> </u> <u> </u> <u> </u>	<u> </u> <u> </u> <u> </u>	<u> </u> <u> </u> <u> </u>		Breakfast			
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<u> </u> <u> </u> <u> </u>	<u> </u> <u> </u> <u> </u>	<u> </u> <u> </u> <u> </u>		AM Snack			
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<u> </u> <u> </u> <u> </u>	<u> </u> <u> </u> <u> </u>	<u> </u> <u> </u> <u> </u>		Lunch			
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<u> </u> <u> </u> <u> </u>	<u> </u> <u> </u> <u> </u>	<u> </u> <u> </u> <u> </u>		PM Snack			
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<u> </u> <u> </u> <u> </u>	<u> </u> <u> </u> <u> </u>	<u> </u> <u> </u> <u> </u>		Supper			
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<u> </u> <u> </u> <u> </u>	<u> </u> <u> </u> <u> </u>	<u> </u> <u> </u> <u> </u>		Breakfast			
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<u> </u> <u> </u> <u> </u>	<u> </u> <u> </u> <u> </u>	<u> </u> <u> </u> <u> </u>		AM Snack			
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<u> </u> <u> </u> <u> </u>	<u> </u> <u> </u> <u> </u>	<u> </u> <u> </u> <u> </u>		Lunch			
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<u> </u> <u> </u> <u> </u>	<u> </u> <u> </u> <u> </u>	<u> </u> <u> </u> <u> </u>		PM Snack			
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<u> </u> <u> </u> <u> </u>	<u> </u> <u> </u> <u> </u>	<u> </u> <u> </u> <u> </u>		Supper			
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<u> </u> <u> </u> <u> </u>	<u> </u> <u> </u> <u> </u>	<u> </u> <u> </u> <u> </u>		Breakfast			
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<u> </u> <u> </u> <u> </u>	<u> </u> <u> </u> <u> </u>	<u> </u> <u> </u> <u> </u>		AM Snack			
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<u> </u> <u> </u> <u> </u>	<u> </u> <u> </u> <u> </u>	<u> </u> <u> </u> <u> </u>		Lunch			
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<u> </u> <u> </u> <u> </u>	<u> </u> <u> </u> <u> </u>	<u> </u> <u> </u> <u> </u>		PM Snack			
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<u> </u> <u> </u> <u> </u>	<u> </u> <u> </u> <u> </u>	<u> </u> <u> </u> <u> </u>		Supper			
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<u> </u> <u> </u> <u> </u>	<u> </u> <u> </u> <u> </u>	<u> </u> <u> </u> <u> </u>		Breakfast			
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<u> </u> <u> </u> <u> </u>	<u> </u> <u> </u> <u> </u>	<u> </u> <u> </u> <u> </u>		AM Snack			
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<u> </u> <u> </u> <u> </u>	<u> </u> <u> </u> <u> </u>	<u> </u> <u> </u> <u> </u>		Lunch			

		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u>DateDateDate</u>	<u>DateDateDate</u>	<u>###</u>		PM Snack			
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u>DateDateDate</u>	<u>DateDateDate</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 NA XXXX

☒ 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** **Select Previous School Year** **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 this _____ day of _____ by and between the

(Day)

(Month, Year)

in the city of _____

, 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. 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.
- h) The FSMC may use fillers or extenders, such as "textured vegetable protein," in foods served upon approval of the SFA and regulated by USDA.

- i) 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 **8 times** throughout the school year and shall provide a written summary report to the SFA Business Manager within **10 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) **NA** The **Choose a party.** 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 is Assist Sup't for Business & Mgt 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 **NA** 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 **Asst Supt for Business & Mgt** 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. **Asst Supt for Business & Mgt** .
 - 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 15** the SFA shall audit the FSMC's operations as part of its year-end audit. The SFA and FSMC must provide all necessary documents for the independent auditor and/or to conduct the SFA's single audit.
 - h) 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 \$2,000,000.00 for injury and death, and property damage with a limit of \$2,000,000.00 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 \$110,000.00. 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 or extended orally or by course of conduct.
- 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>	
<hr/>	<hr/>
<i>Signature President, Board of Education</i>	<i>Authorized Signature of FSMC and Title</i>
<hr/>	<hr/>
<i>Print Name</i>	<i>Print Name</i>
<i>Byram Hills Central School District</i>	
<i>Name of School Food Authority</i>	<i>Name of Food Service Management Company</i>
<hr/>	<hr/>
<i>Date</i>	<i>Date</i>
<hr/>	<hr/>

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 _____, _____, before me, the Subscriber, personally came to me
this _____ of _____, 20 _____ 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:

- | | |
|--|--|
| <input checked="" type="checkbox"/> National School Lunch Program (NSLP) | <input checked="" type="checkbox"/> School Breakfast Program (SBP) |
| <input checked="" type="checkbox"/> Special Milk Program (SMP) | <input type="checkbox"/> Summer Food Service Program (SFSP) |
| <input type="checkbox"/> Afterschool Snack Program (Snack) | <input type="checkbox"/> 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:

none

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: **TBD**, 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.

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

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

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c. Pricing Information (Continued)

- i. A la Carte Sales to students and adults for the **Mar-19 to Mar-19** school year* **TOTAL: \$205,597**
- ii. Sales in the Special Milk Program for the **Sep-18 to Mar-19** school year.* **TOTAL: \$ 0**
- 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: \$ 364,024**

If the entire school year's data was not used, please provide an explanation below.
Data used for bid documents is thru March 2019 due to data bid prepared.

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:

[illegible]

**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:

[illegible]

* 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.

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
BHills High School	Yes	<u>11:16am – 12:38pm</u>	Yes	<u>7:15am-10:45am</u>	Yes		Yes	No	No
<u>Java City Coffee Shop</u>	Yes	<u>7:15am-3:00pm</u>	Yes	<u>7:15am - 3:00pm</u>	No		Yes	No	No

<u>HC Crittenden Middle School</u>	Yes	<u>10:50am-1:00pm</u>	Yes	<u>7:00am-7:35am</u>	No		Yes	No	No
<u>Wampus Elementary School</u>	Yes	<u>10:52am-1:17pm</u>	Yes	<u>8:05am-8:20am</u>	No		Yes	No	No
<u>Coman Hill Elementary School</u>	Yes	<u>11:00am-1:25pm</u>	Yes	<u>8:45am-9:00am</u>	No		Yes	No	No
	Y/NY/NY/N		Y/NY/NY/N		Y/NY/NY/N		Y/NY/NY/N	Y/NY/NY/N	Y/NY/NY/N
	Y/NY/NY/N		Y/NY/NY/N		Y/NY/NY/N		Y/NY/NY/N	Y/NY/NY/N	Y/NY/NY/N
	Y/NY/NY/N		Y/NY/NY/N		Y/NY/NY/N		Y/NY/NY/N	Y/NY/NY/N	Y/NY/NY/N
	Y/NY/NY/N		Y/NY/NY/N		Y/NY/NY/N		Y/NY/NY/N	Y/NY/NY/N	Y/NY/NY/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 **No canned fruit and vegetables as per purchase specifications.**
- .
- 4 **All foods subsequently prohibited by the BHCS D Board of Education**
- .

- 5
- .
- 6
- .
- 7
- .

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		
	<i>Grades K-5^a</i>	<i>Grades 6-8^a</i>	<i>Grades 9-12^a</i>	<i>Grades K-5</i>	<i>Grades 6-8</i>	<i>Grades 9-12</i>
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 ½ 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 **110,00.00** (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.

To Be Completed by the FSMC			
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><input checked="" type="checkbox"/> 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 * \$40,000 _____ 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><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 * \$ _____ 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>*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) NAXXXX

(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.

To Be Completed by the FSMC		To Be Completed by the SFA		To Be Completed by the FSMC	
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 **Select School Year** 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.	Grand Total Bid Amount <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 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: _____	Authorized Signature: _____
Address: _____	Printed Name, Title: _____
_____	Date: _____

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

(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 NAXXXX

(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 NAXXXXX

(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.

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..

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.

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 checked="" type="checkbox"/>	<input type="checkbox"/>	
	Commodity Processing Charges	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Processing & Payment of Invoices	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
USDA Foods:	Processing & Fees for Service	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Payment of Invoices	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Labor:	Wages	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Fringe Benefits & Insurance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Payroll Taxes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Preparation & Processing of Payroll	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Miscellaneous/ Additional Items:	Paper and Cleaning Supplies	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	China/Silverware/Glassware - initial inventory replacement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	China/Silverware/Glassware - during operation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Telecommunications (telephone, computer, internet, fax, etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Uniforms/Laundry*	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Sanitation of Cafeteria Tables and Floors*	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Trash Removal*	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	- from kitchen			
	- from dining area	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	- from premises	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Equipment Replacement & Repair*	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	- non-expendable			
	- expendable	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Products and Public Liability Insurance*	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Equipment Rental	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Car/Truck Rental	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Storage Costs (excluding donated commodities) (food and non-food supplies)*	<input type="checkbox"/>	<input type="checkbox"/>	
	Courier Services (bank deposits, school deliveries, etc.)*	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	Employee Recruitment – initial replacement*	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Sales Tax		X	
	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"/>
	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

1. Salaries of support staff while in the district are not allowable, unless prior written approval as given by the Assistant Superintendent for Business and Management Services.
2. Travel expenses for FSMC support staff are not allowable as reimbursable expenses.
3. Processing and payment of invoices is not an allowable expense and should be included in the Administrative Fee.
4. Preparation and processing of payroll is not an allowable cost and should be included in the Administrative Fee.
5. Taxes on income from this contract are not an allowable cost.

Schedule E

ATTACH ITEMIZED INVENTORY LIST

1. The purchased inventory will be made available at a later date.
2. If not the successful bidder, the incumbent FSMC will remove all purchased inventory at the termination of the contract.
3. SFA will reimburse incumbent FSMC for the conversion cost of USDA Foods converted into other products.
4. SFA and FSMC will jointly inventory existing small wares and other SFA owned equipment at the commencement of this contract.

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.

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.

Schedule H

USDA Foods Entitlement Value for 2019-2020 School Year

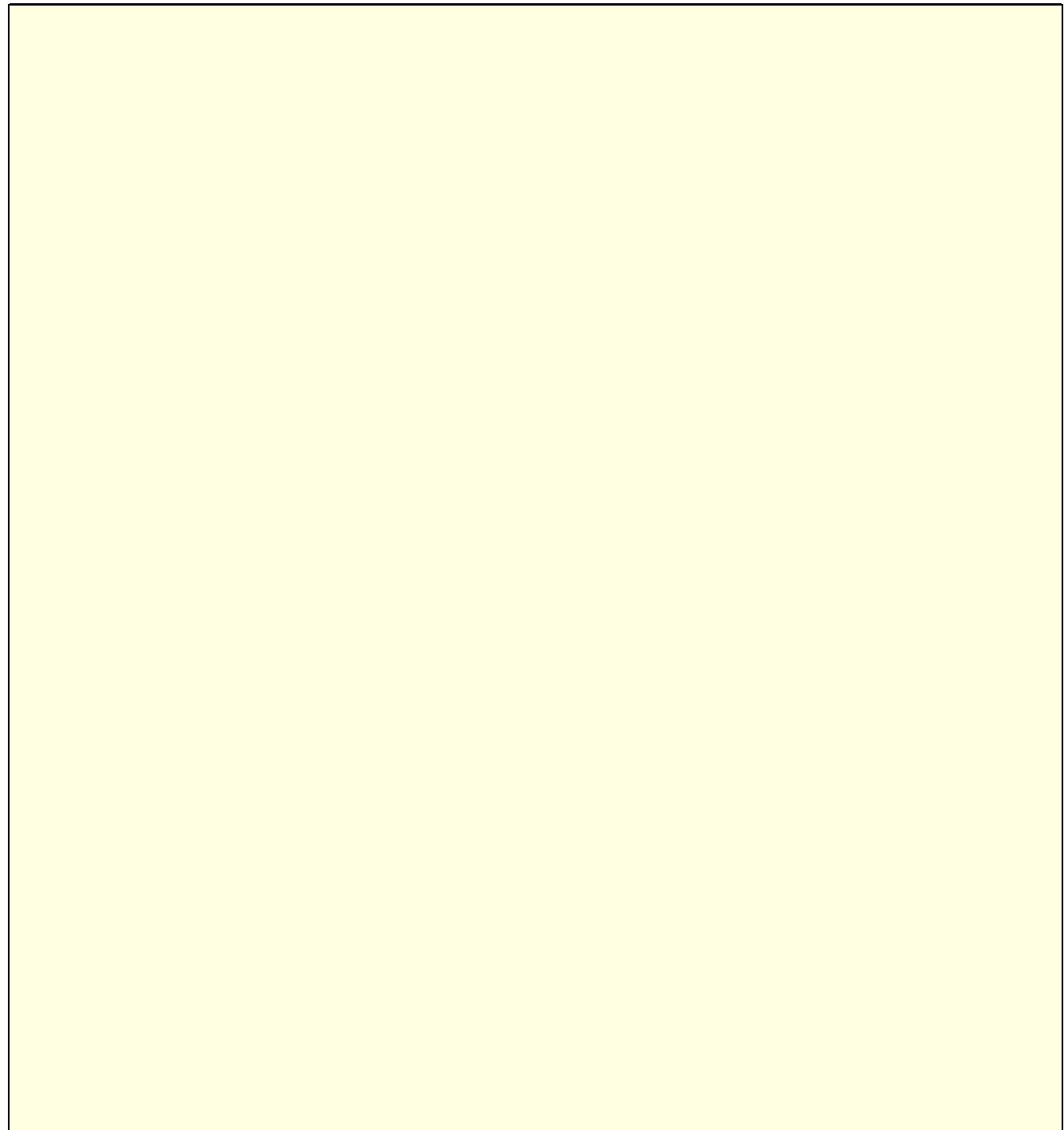
ATTACH DIRECT DIVERSION RECEIPT AND, IF APPLICABLE, WBSCM REQUISITION STATUS REPORT

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.

A large, empty rectangular box with a black border, intended for attaching additional schedules. The box is light yellow and occupies the majority of the page below the list of examples.

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>.

 SFAs 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.

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17) Employees

- s) The SFA requests that the FSMC offer all employees in good standing similar positions with intact rates of pay and any benefits after interviewing.**

PAGE 36A						
The Successful FSMC shall report month end fiscal results in the following format.						
If this format is not a format used by the FSMC this report shall be developed by the local Food Service Director each month.						
	MONTH	Y-T-D	Cents per Meal			
CASH SALES						
Student						
Breakfast						
Lunch						
A la carte-Bkf						
A la carte-Lun						
Adult						
Breakfast						
Lunch						
A la carte-Bkf						
A la carte-Lun						
Reimbursements						
Breakfast						
State						
Federal						
Lunch						
State						
Federal						
6 cent						
TOTAL REVENUE						
FOOD COST						
Gross Food Cost						
Less Rebates, disc, etc.						
NET FOOD COST						
LABOR COST						
Salaries & Wages						
Payroll Taxes						
Benefits Exp						
Other Payroll Costs						
TOTAL PAYROLL						
MISCELLANEOUS EXPENSES						
<i>use format on Misc. Exp worksheet in bid.</i>						
TOTAL CST & EXPENSES						
PROGRAM PROFIT/LOSS						
USDA foods Used						
Meal Counts						
Breakfasts						
Lunches						
Equivalent Meals						

Coman Hill A la Carte Price List	
Hot Lunch	\$2.75
Sandwich Lunch	\$2.75
Yogurt & Bagel Lunch	\$2.75
Salad Lunch	\$2.75
Adult Lunch	\$4.25
Entree Only	\$2.50
Side Meat	\$1.75
Bagel/Roll	\$0.75
Cream Cheese	\$0.50
Small Yogurt	\$0.75
String Cheese	\$0.50
Veg/Fruit	\$0.50
Small Water	\$0.75
Juice	\$0.50
Milk	\$0.50
Breakfast	\$1.75
Adult Breakfast	\$2.50

Wampus A la Carte Price List	
Hot Lunch	\$2.75
Alternate Lunch	\$2.75
Sandwich Lunch	\$2.75
Yogurt & Bagel Lunch	\$2.75
Salad Lunch	\$2.75
Adult Lunch	\$4.25
Entree Only	\$2.50
Sandwich Only	\$2.50
Side Meat	\$1.75
Small Yogurt Parfait	\$1.75
WW Soft Pretzel	\$1.00
Snack Ele	\$1.00
Small Yogurt	\$0.75
String Cheese	\$0.50
Veg/Fruit	\$0.50
Bagel/Roll	\$0.75
Cream Cheese	\$0.50
Granola	\$0.50
Juice	\$0.50
Milk	\$0.50
Small Water	\$0.75
Breakfast	\$1.75
Adult Breakfast	\$2.50

Middle School IA la Carte Price List	
Lunch	\$3.00
Pasta Lunch	\$3.00
Salad Lunch	\$3.00
Pizza Slice	\$2.25
Pizza Slice with Topping	\$2.75
Grill Item with Fries	\$3.00
Boars Head Deli	\$3.75
Adult Lunch	\$4.25
Premium Adult Lunch	\$4.75
1oz Salad Bar	\$0.35
2oz Salad Bar	\$0.70
3oz Salad Bar	\$1.05
4oz Salad Bar	\$1.40
5oz Salad Bar	\$1.75
6oz Salad Bar	\$2.10
7oz Salad Bar	\$2.45
8oz Salad Bar	\$2.80
9oz Salad Bar	\$3.15
10oz Salad Bar	\$3.50
11oz Salad Bar	\$3.85
12oz Salad Bar	\$4.20
13oz Salad Bar	\$4.55
14oz Salad Bar	\$4.90
15oz Salad Bar	\$5.25
16oz Salad Bar	\$5.60
Bagel/Roll	\$0.75
Cream Cheese	\$0.50
Fruit Cup	\$3.00
Yogurt Parfait	\$3.00
Otis Cookies	\$1.00
Snack	\$1.25
Gourmet Chips	\$1.50
Hummus & Pretzels	\$3.25
Low Fat Ice Cream	\$1.50
Homemade Dessert	\$1.50
8oz Yogurt	\$1.50
Hot Pretzel	\$1.25
Large Water	\$1.50
Tropicana Juice	\$1.50
Izze Juice	\$1.50
Snapple Juice	\$1.50
Milk	\$0.50
Poland Spring Seltzer	\$2.00
Smoothie	\$3.00
Cinnamon Bun	\$1.75
Homemade Muffin	\$1.50
Croissant	\$2.00

High School A la Carte Price List	
Lunch	\$3.00
Pasta	\$3.00
Pizza Slice	\$2.25
Pizza Slice with Topping	\$2.75
Grill Item with Fries	\$3.00
Boars Head Deli	\$3.75
Grab & Go Boars Head	\$3.75
Adult Lunch	\$4.25
Entree Only	\$2.50
1oz Salad Bar	\$0.35
2oz Salad Bar	\$0.70
3oz Salad Bar	\$1.05
4oz Salad Bar	\$1.40
5oz Salad Bar	\$1.75
6oz Salad Bar	\$2.10
7oz Salad Bar	\$2.45
8oz Salad Bar	\$2.80
8oz Yogurt	\$1.50
9oz Salad Bar	\$3.15
10oz Salad Bar	\$3.50
11oz Salad Bar	\$3.85
12oz Salad Bar	\$4.20
12oz Seltzer	\$1.50
13oz Salad Bar	\$4.55
14oz Salad Bar	\$4.90
15oz Salad Bar	\$5.25
16oz Salad Bar	\$5.60
Bento Box	\$5.50
Bagel/Roll	\$0.75
Cream Cheese	\$0.50
Fruit Cup	\$3.00
Yogurt Parfait	\$3.00
Greek Yogurt	\$2.00
Hot Pretzel	\$1.25
Hummus & Pretzels	\$3.25
Nutella Cup	\$2.50
Otis Cookies	\$1.00
PB&J Uncrustable	\$1.75
Roasted Potatoes	\$1.75
Snack	\$1.25
Veg/Fruit	\$0.50
Large Water	\$1.50
Milk	\$0.50
Snapple Iced Tea	\$2.00
Snapple Juice	\$1.50
Tropicana Juice	\$1.50
Gatorade	\$1.75
Poland Spring Seltzer	\$2.00
Izze Juice	\$1.50
Juice	\$0.50
Breakfast Sandwich	\$2.25
Croissant	\$2.00
Muffin	\$2.00
Large Cereal	\$1.75
Oatmeal	\$1.75
Hot Beverage	\$1.50

Coffee Shop Price List	
Hot Coffee	\$1.50
Hot Tea	\$1.50
Hot Latte	\$2.75
Special Latte	\$3.75
Hot Chocolate	\$2.50
Hot Carmel Macchiato	\$3.50
Hot Mocha	\$3.00
Hot Chai Tea Latte	\$3.00
Cappuccino	\$2.75
Americano	\$2.50
Extra Espresso Shot	\$0.50
Flavor Shot	\$0.50
Iced Coffee	\$1.50
Iced Tea	\$1.50
Iced Latte	\$2.75
Iced Caramel Macchiato	\$3.50
Iced Mocha	\$3.00
Iced Chai Tea Latte	\$3.00
Lemonade	\$1.50
Javalanche	\$3.75
Fruit Smoothie	\$3.75
Large Water	\$1.50
San Pellegrino	\$2.00
Bai Drink	\$2.75
Naked Juice Smoothie	\$3.25
Organic Milk	\$2.25
Black & White Cookie	\$2.50
Pastry	\$2.00
Donut	\$1.50
Bento Box	\$5.50
Grab & Go Boars Head	\$3.75
Fruit Cup	\$3.00
Yogurt Parfait	\$3.00
Hummus & Pretzels	\$3.25
Greek Yogurt	\$2.00
Cliff Bar	\$2.50
Luna Bar	\$2.50
Gourmet Chips	\$1.50
Ms. Vicki's Chips	\$1.50
Pirate Booty	\$1.50
Pita Chips	\$1.50
Skinny Pop	\$1.50
Milano Cookies	\$1.50
Veg/Fruit	\$0.50

All of the beverages and snacks SOLD in this area must meet the Smart Snack standards.

The Byram Bean

Hot Beverages:

Hot Coffee \$1.50
Hot Tea \$1.50
Hot Chai Tea Latte \$3.00
Hot Chocolate made w milk \$2.50

Hot Espresso Beverages:

Hot Americano \$2.50
Hot Latte \$2.75
Hot Mocha \$3.00
Cappuccino \$2.75
Carmel Macchiato \$3.50
Extra Espresso Shot \$.50
Extra Flavor Shot \$.50

Food Options:

Grab & Go Sandwich \$3.75
Fruit Cup \$3.00
Yogurt Parfait \$3.00
Hummus & Pretzels \$3.25
Greek Yogurt \$2.00

Snacks:

Assorted Chips \$1.50

Iced Beverages:

Iced Coffee \$1.50
Iced Tea \$1.50
Iced Chai Tea Latte \$3.00
Lemonade \$1.50

Iced Espresso Beverages:

Iced Latte \$2.75
Iced Mocha \$3.00
Iced Caramel Macchiato \$3.50

Blended Beverages:

Javalanche \$3.75
Fruit Smoothies \$3.75

Drink Options:

Poland Spring Water \$1.50
San Pellegrino Water \$2.00
Naked Juice Smoothie \$3.25
Bai Drink \$2.75
Organic Milk \$2.25

Bakery Items:

Donut \$1.50
Pastry \$2.00

All beverages & snacks must meet the Smart Snacks requirements

BYRAM HILLS: FSMC INSURANCE AGREEMENT

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the provider hereby agrees to effectuate the naming of the district as an additional insured on the provider's insurance policies, with the exception of workers' compensation and N.Y. State disability insurance.
- II. The policy naming the district as an additional insured shall:
- Be an insurance policy from an A.M. Best rated "secure" or better insurer, authorized to conduct business in New York State. A New York licensed insurer is preferred. The decision to accept specific insurers lies exclusively with the district.
 - State that the organization's coverage shall be primary and non-contributory coverage for the district, its Board, employees and volunteers.
 - The district shall be listed as an additional insured by using endorsement CG 20 10 11 85 or equivalent. Examples of equivalent ISO additional insured endorsements include using **both** CG 20 33 10 01 and CG 20 37 10 01 **together**. A completed copy of the endorsement must be attached to the certificate of insurance.
 - The certificate of insurance must describe the specific services provided by the provider (e.g., maintenance services, food services) that are covered by the commercial general liability policy and the umbrella policy.
 - At the District's request, the provider shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the provider will provide a copy of the policy endorsements and forms.
- III. The provider agrees to indemnify the district for any applicable deductibles and self-insured retentions.
- IV. Required Insurance:
- **Commercial General Liability Insurance**
\$5,000,000 per occurrence/ \$5,000,000 general and products/completed operations aggregates. The general aggregate shall apply on a per-project basis.
 - **Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - **Workers' Compensation, Employers Liability and NYS Disability Insurance**
Statutory Workers' Compensation, Employers' Liability Insurance and NYS Disability Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.
 - **Excess Insurance**
\$1,000,000; \$3,000,000; \$5,000,000 (or higher) each Occurrence and Aggregate depending on the type and size of the project. Excess coverage shall be on a follow-form basis.
 - **Bid, Performance and Labor & Material Bonds**
If required, these bonds shall be provided by a New York State admitted surety company, in good standing.

- V. Provider acknowledges that failure to obtain such insurance on behalf of the district constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the district. The provider is to provide the district with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.
- VI The district is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The provider further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the district but also the NYSIR, as the district's insurer.

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Hot Special: Oven Baked Popcorn Chicken <i>Oven baked chicken served with baked French fries</i>	Hot Special: Cheese Quesadilla <i>Shredded cheddar cheese grilled in a tortilla & served with salsa and steamed corn</i>	Hot Special: Oven Baked Chicken Tenders <i>Baked chicken tenders served with oven baked French fries</i>	Hot Special: Beef Nachos <i>Top tortilla chips with beef taco meat, shredded cheese, shredded lettuce & salsa and steamed corn</i>	Hot Special: Chicken Stir-Fry <i>Chicken sautéed with fresh vegetables and served over veggie fried brown rice</i>
Pasta Special: Gemelli & Meat Sauce <i>Gemelli pasta cooked al dente and served with meat or marinara sauce and served with a side salad</i>	Pasta Special: Cheese Ravioli with Marinara Sauce <i>Cheese ravioli served with marinara sauce and a side salad</i>	Pasta Special: Penne Ala Vodka with Grilled Chicken <i>Penne pasta served with pink sauce and grilled chicken breast and salad</i>	Pasta Special: Macaroni & Cheese with Green Beans <i>Made from scratch and served with green beans</i>	Pasta Special: Rigatoni & Italian Sausage <i>Rigatoni pasta cooked al dente and served with sausage, marinara sauce and side salad</i>
Grill Special: Bell & Evans Chicken Patty Sandwich <i>Oven baked chicken patty on a bun and served with oven baked French fries</i>	Grill Special: Jalapeno Cheeseburger <i>All beef hamburger topped with spicy jalapenos and American cheese and served with French fries</i>	Grill Special: Chicken, Bacon, Ranch Wrap <i>Grilled chicken, bacon and ranch dressing in a wrap served with French fries</i>	Grill Special: BBQ Pork Rib-A-Que <i>A pork rib smothered in BBQ sauce and served in a fresh hero roll served with roasted potatoes</i>	Grill Special: Chicken Burrito <i>Chicken with cheddar cheese and rice rolled in a flour tortilla served with baked French fries</i>
Pizza Special: Personal Pizza <i>Your own personal pizza topped with mozzarella cheese and pizza sauce</i>	Pizza Special: French Bread Pizza <i>Mozzarella cheese and pizza sauce over sliced French bread</i>	Pizza Special: Buffalo Chicken <i>Chicken tossed in buffalo sauce and topped with mozzarella cheese</i>	Pizza Special: Bacon <i>Pizza dough topped with crispy pieces of bacon</i>	Pizza Special: Garlic White Pizza <i>Pizza dough topped with fresh chopped garlic and mozzarella cheese</i>
Deli Special: Boar's Head Pepperoni <i>Add Boar's Head Pepperoni to any sandwich or wrap</i>	Deli Special: Portuguese Rolls <i>Put your favorite cold cuts and toppings on a Portuguese Roll</i>	Deli Special: Chipotle Mayo <i>Spicy chipotle peppers blended with mayo. Add to your favorite sandwich or wrap</i>	Deli Special: Pepper Jack Cheese <i>Add pepper jack cheese to any sandwich or wrap</i>	Deli Special: Pumpernickel Bread <i>Put your favorite cold cuts and toppings on fresh pumpernickel bread</i>
<p align="center"><u>Daily Offerings Include:</u></p> <p align="center">Hot Lunch \$3.00, Pasta Lunch \$3.00, Grill Station \$3.00: Hamburger, Cheeseburger, Daily Special, Pizza: Plain \$2.25, with Topping \$2.75 Deli Station \$3.75: Boar's Head Turkey, Pepper Turkey, Buffalo Chicken, Ever roast Chicken, Deluxe Ham, Roast Beef, & Salami Salad Bar \$.35/oz:</p> <p align="center">Apples, Oranges, Bananas w/additional seasonal fruits as available are offered daily, Skim Milk, 1% Low-Fat Milk, Skim Chocolate*Hormone Free**No High Fructose Corn Syrup*</p>				

Byram Hills High School and H.C. Crittenden Middle School Lunch Menu – Week 2 of 5

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Hot Special: Beef Tacos <i>Taco shells with beef taco meat, cheese, lettuce & salsa. Served with black bean salad & steamed corn</i>	Hot Special: Bell & Evans Chicken Patty Sandwich <i>Oven baked chicken patty on a bun and served with oven baked French fries</i>	Hot Special: Oven Baked Chicken Nuggets <i>Baked chicken nuggets served with oven baked French fries</i>	Hot Special: “Chipotle Day” <i>In a burrito or bowl, chicken or beef, rice, black beans, & cheese, salsa, guacamole, sour cream, lettuce & corn</i>	Hot Special: Popcorn Chicken Bowl <i>Popcorn chicken served over mashed potatoes, corn and covered with gravy</i>
Pasta Special: Eggplant Rollatini <i>Breaded eggplant filled with ricotta & mozzarella cheeses and served with pasta</i>	Pasta Special: Macaroni & Cheese with Steamed Carrots <i>Made from scratch and served with steamed carrots</i>	Pasta Special: Penne & Meat Sauce <i>Penne cooked al dente and served with meat or marinara sauce and served with a side salad</i>	Pasta Special: Cheese Tortellini <i>Cheese tortellini served with marinara sauce and a side salad</i>	Pasta Special: Pasta with Garlic & Oil with Grilled Chicken <i>Penne pasta served with sautéed garlic and grilled chicken breast with salad</i>
Grill Special: Buffalo Chicken Tender Wrap <i>Chicken tenders tossed in buffalo sauce & ranch dressing & rolled in a tortilla</i>	Grill Special: Pepper Jack Burger <i>All beef hamburger topped with spicy pepper jack cheese and served with baked French fries</i>	Grill Special: Beef Burrito <i>Beef topped with cheddar cheese and rice rolled in a flour tortilla served with baked French fries</i>	Grill Special: Grilled Cheese <i>A classic that’s grilled to perfection and served with baked French fries</i>	Grill Special: Chicken & Cheese Wrap <i>Grilled chicken and cheddar cheese rolled in a flour tortilla and served with roasted potatoes</i>
Pizza Special: Roasted Veggie <i>Pizza dough topped with roasted veggies and mozzarella cheese</i>	Pizza Special: BBQ Chicken <i>Chicken tossed in BBQ sauce and topped with mozzarella cheese</i>	Pizza Special: Sausage <i>Pizza dough topped with Italian sausage and mozzarella cheese</i>	Pizza Special: Cheese Calzone <i>Mozzarella cheese wrapped in pizza dough and served with side marinara sauce</i>	Pizza Special: Taco <i>Pizza dough topped with seasoned beef, tomatoes cheddar cheese and mozzarella cheese</i>
Deli Special: Boar’s Head Teriyaki Chicken <i>Boar’s Head Teriyaki Chicken on a sandwich or wrap</i>	Deli Special: Egg Salad <i>Homemade egg salad topped with lettuce & tomato on choice of roll or wrap</i>	Deli Special: Turkey BLT <i>Boar’s Head turkey with bacon, lettuce & tomato on choice of whole wheat or white bread</i>	Deli Special: Focaccia Bread <i>Put your favorite cold cuts and toppings on fresh focaccia bread</i>	Deli Special: Mozzarella Cheese <i>Add mozzarella cheese to any sandwich or wrap</i>

Daily Offerings Include:

Hot Lunch \$3.00, Pasta Lunch \$3.00, Grill Station \$3.00: Hamburger, Cheeseburger, Daily Special, Pizza: Plain \$2.25, with Topping \$2.75

Deli Station \$3.75: Boar’s Head Turkey, Pepper Turkey, Buffalo Chicken, Ever roast Chicken, Deluxe Ham, Roast Beef, & Salami

Salad Bar \$.35/oz:

Apples, Oranges, Bananas w/additional seasonal fruits as available are offered daily, Skim Milk, 1% Low-Fat Milk, Skim Chocolate*Hormone Free**No High Fructose Corn Syrup*

This institution is an equal opportunity provider. Menu analyzed by a Registered Dietitian, Melinda Hamilton RD, CDN

Byram Hills High School and H.C. Crittenden Middle School Lunch Menu – Week 3 of 5

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Hot Special: Oven Baked Popcorn Chicken <i>Oven baked chicken served with baked French fries</i>	Hot Special: Brunch for Lunch <i>Waffles, scrambled eggs & turkey sausage served with roasted sweet potato wedges</i>	Hot Special: Oven Baked Chicken Tenders <i>Baked chicken tenders served with oven baked French fries</i>	Hot Special: Chicken Cutlet Club <i>Chicken cutlet served on a roll with bacon, lettuce and tomato and served with steamed carrots</i>	Pasta Special: Hebrew National Hot Dog <i>All beef hot dog served on a fresh bun. Served with vegetarian baked beans</i>
Pasta Special: Rigatoni & Italian Sausage <i>Rigatoni pasta cooked al dente and served with sausage, marinara sauce and side salad</i>	Pasta Special: Cheese Ravioli with Marinara Sauce <i>Cheese ravioli served with marinara sauce and a side salad</i>	Pasta Special: Pasta Alfredo with Grilled Chicken <i>Linguine in alfredo sauce topped with grilled chicken and a side salad</i>	Pasta Special: Gemelli & Meat Sauce <i>Gemelli pasta cooked al dente and served with meat or marinara sauce and served with a side salad</i>	Pasta Special: Macaroni & Cheese with Steamed Broccoli <i>Made from scratch and served with steamed broccoli</i>
Grill Special: BBQ Pork Rib-A-Que <i>A pork rib smothered in BBQ sauce and served in a fresh hero roll served with roasted potatoes</i>	Grill Special: Beef Meatball Hero <i>Beef meatballs topped with marinara sauce and mozzarella cheese and served with roasted potatoes</i>	Grill Special: Chicken Parmesan Wrap <i>Chicken with marinara sauce & mozzarella cheese in a flour tortilla served with baked French fries</i>	Grill Special: Jalapeno Cheeseburger <i>All beef hamburger topped with spicy jalapenos and American cheese and served with French fries</i>	Grill Special: Buffalo Chicken Wedge <i>Grilled chicken covered in hot buffalo sauce and blue cheese dressing and served with baked French fries</i>
Pizza Special: Bacon <i>Pizza dough topped with crispy pieces of bacon</i>	Pizza Special: Pizza Bagels <i>Fresh bagels topped with pizza sauce and mozzarella cheese</i>	Pizza Special: Artichoke Pizza <i>Pizza dough topped with sautéed artichokes and mozzarella cheese</i>	Pizza Special: Personal Pizza <i>Your own personal pizza topped with mozzarella cheese and pizza sauce</i>	Pizza Special: Chicken Parm <i>Pizza dough topped with breaded chicken cutlet, pizza sauce and mozzarella cheese</i>
Deli Special: Pepper Jack Cheese <i>Add pepper jack cheese to any sandwich or wrap</i>	Deli Special: 3 Foot Hero <i>Boar's Head Italian Combo cold cuts on a 3-foot Wedge</i>	Deli Special: Chipotle Mayo <i>Spicy chipotle peppers blended with mayo. Add to your favorite sandwich or wrap</i>	Deli Special: Nut-Free Basil Pesto <i>Add homemade basil pesto to your sandwich on a roll or wrap</i>	Deli Special: Boar's Head Honey Turkey <i>Add Boar's Head Honey Turkey to any sandwich or wrap</i>

Daily Offerings Include:

Hot Lunch \$3.00, Pasta Lunch \$3.00, Grill Station \$3.00: Hamburger, Cheeseburger, Daily Special, Pizza: Plain \$2.25, with Topping \$2.75

Deli Station \$3.75: Boar's Head Turkey, Pepper Turkey, Buffalo Chicken, Ever roast Chicken, Deluxe Ham, Roast Beef, & Salami

Salad Bar \$.35/oz:

Apples, Oranges, Bananas w/additional seasonal fruits as available offered daily, Skim Milk, 1% Low-Fat Milk, Skim Chocolate*Hormone Free**No High Fructose Corn Syrup*

This institution is an equal opportunity provider. Menu analyzed by a Registered Dietitian, Melinda Hamilton RD, CDN

Byram Hills High School and H.C. Crittenden Middle School Lunch Menu – Week 4 of 5

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Hot Special: Oven Baked Popcorn Chicken <i>Oven baked chicken served with baked French fries</i>	Hot Special: Pizza Sticks <i>Cheese filled breadsticks served with marinara sauce and a side salad</i>	Hot Special: Oven Baked Chicken Nuggets <i>Baked chicken nuggets served with oven baked French fries</i>	Hot Special: Pulled Pork Sandwich <i>BBQ pulled pork served on a fresh Kaiser roll served with roasted potatoes on the side</i>	Pasta Special: Baked Tilapia <i>Baked tilapia served with sautéed broccoli and seasoned rice</i>
Pasta Special: Cheese Tortellini <i>Cheese tortellini served with marinara sauce and a side salad</i>	Pasta Special: Macaroni & Cheese with Green Beans <i>Made from scratch and served with green beans</i>	Pasta Special: Baked Ziti & Garlic Bread <i>Ziti with marinara sauce, mozzarella, ricotta & parmesan cheeses and salad</i>	Pasta Special: Spaghetti & Meatballs with Garlic Bread <i>Spaghetti cooked al dente and served with beef meatballs and salad</i>	Pasta Special: Bowties & Meat Sauce <i>Bowtie pasta cooked al dente and served with meat or marinara sauce and served with a side salad</i>
Grill Special: Buffalo Burger <i>All beef hamburger smothered in hot buffalo wing sauce served with baked French fries</i>	Grill Special: Philly Cheesesteak <i>Tender pieces of beef grilled & topped with American cheese served with roasted potatoes</i>	Grill Special: Turkey Burger <i>Turkey burger with American cheese and served with baked French fries</i>	Grill Special: Beef Burrito <i>Ground beef with cheddar cheese and rice rolled in a flour tortilla served with baked French fries</i>	Grill Special: Bell & Evans Chicken Patty Sandwich <i>Oven baked chicken patty on a bun and served with oven baked French fries</i>
Pizza Special: Meatball <i>Pizza dough topped with beef meatballs and mozzarella cheese</i>	Pizza Special: Pepperoni Roll <i>Mozzarella cheese & Pepperoni in pizza dough and served with side marinara sauce</i>	Pizza Special: Salad Pizza <i>Pizza dough topped with marinara sauce and romaine salad</i>	Pizza Special: Baked Ziti <i>Pizza dough topped with baked ziti and mozzarella cheese</i>	Pizza Special: Meat Lover's <i>Pizza dough topped with assorted meats and mozzarella cheese</i>
Deli Special: Rye Bread <i>Put your favorite cold cuts and toppings on fresh rye bread</i>	Deli Special: Boar's Head Pepperoni <i>Add Boar's Head Pepperoni to any sandwich or wrap</i>	Deli Special: Tuna Salad <i>Homemade tuna salad On your choice of roll or wrap</i>	Deli Special: Roasted Red Peppers <i>Add homemade roasted red peppers to your sandwich or wrap</i>	Deli Special: Portuguese Rolls <i>Put your favorite cold cuts and toppings on a Portuguese Roll</i>

Daily Offerings Include:

Hot Lunch \$3.00, Pasta Lunch \$3.00, Grill Station \$3.00: Hamburger, Cheeseburger, Daily Special, Pizza: Plain \$2.25, with Topping \$2.75

Deli Station \$3.75: Boar's Head Turkey, Pepper Turkey, Buffalo Chicken, Ever roast Chicken, Deluxe Ham, Roast Beef, & Salami

Salad Bar \$.35/oz:

Apples, Oranges, Bananas w/additional seasonal fruits as available offered daily, Skim Milk, 1% Low-Fat Milk, Skim Chocolate*Hormone Free**No High Fructose Corn Syrup*

This institution is an equal opportunity provider. Menu analyzed by a Registered Dietitian, Melinda Hamilton RD, CDN

Byram Hills High School and H.C. Crittenden Middle School Lunch Menu – Week 5 of 5

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Hot Special: Bell & Evans Chicken Patty Sandwich <i>Oven baked chicken patty on a bun and served with oven baked French fries</i>	Hot Special: Chicken Quesadilla <i>Sliced chicken breast & shredded cheese grilled in a tortilla & served with salsa and steamed corn</i>	Hot Special: Oven Baked Chicken Tenders <i>Baked chicken tenders served with oven baked French fries</i>	Hot Special: Chicken Cutlet Club <i>Chicken cutlet served on a roll with bacon, lettuce and tomato and served with steamed carrots</i>	Pasta Special: Beef Soft Tacos <i>Soft taco shells with beef taco meat, cheese, lettuce & salsa. Served with black bean salad & steamed corn</i>
Pasta Special: Cheese Ravioli with Marinara Sauce <i>Cheese ravioli served with marinara sauce and a side salad</i>	Pasta Special: Macaroni & Cheese with Green Beans <i>Made from scratch and served with green beans</i>	Pasta Special: Cheese Tortellini <i>Cheese tortellini served with marinara sauce and a side salad</i>	Pasta Special: Rotini & Meat Sauce <i>Rotini pasta cooked al dente and served with meat or marinara sauce and served with a side salad</i>	Pasta Special: Pasta with Garlic & Oil with Grilled Chicken <i>Penne pasta served with sautéed garlic and grilled chicken breast with salad</i>
Grill Special: Chicken & Cheese Wrap <i>Grilled chicken and cheddar cheese rolled in a flour tortilla and served with roasted potatoes</i>	Grill Special: BBQ Cheddar Burger <i>All beef hamburger topped with cheddar cheese and BBQ sauce served with roasted potatoes</i>	Grill Special: Chicken Parmesan Hero <i>Chicken with marinara sauce & mozzarella cheese on a fresh roll served with baked French fries</i>	Grill Special: Pepper Jack Burger <i>All beef hamburger topped with spicy pepper jack cheese and served with baked French fries</i>	Grill Special: Beef Meatball Hero <i>Beef meatballs topped with marinara sauce and mozzarella cheese and served with roasted potatoes</i>
Pizza Special: Cheese Calzone <i>Mozzarella cheese wrapped in pizza dough and served with side marinara sauce</i>	Pizza Special: Flatbread Pizza <i>Flatbread dough topped with pizza sauce and mozzarella cheese</i>	Pizza Special: Sausage <i>Pizza dough topped with Italian sausage and mozzarella cheese</i>	Pizza Special: Black Olive <i>Pizza dough topped with black olives and mozzarella cheese</i>	Pizza Special: BBQ Chicken <i>Chicken tossed in BBQ sauce and topped with mozzarella cheese</i>
Deli Special: Italian Bread <i>Put your favorite cold cuts and toppings on fresh Italian bread</i>	Deli Special: Focaccia Bread <i>Put your favorite cold cuts and toppings on fresh focaccia bread</i>	Deli Special: Chipotle Mayo <i>Spicy chipotle peppers blended with mayo. Add to your favorite sandwich or wrap</i>	Deli Special: Boar's Head Honey Turkey <i>Add Boar's Head Honey Turkey to any sandwich or wrap</i>	Deli Special: Mozzarella Cheese <i>Add mozzarella cheese to any sandwich or wrap</i>

Daily Offerings Include:

Hot Lunch \$3.00, Pasta Lunch \$3.00, Grill Station \$3.00: Hamburger, Cheeseburger, Daily Special, Pizza: Plain \$2.25, with Topping \$2.75

Deli Station \$3.75: Boar's Head Turkey, Pepper Turkey, Buffalo Chicken, Ever roast Chicken, Deluxe Ham, Roast Beef, & Salami

Salad Bar \$.35/oz:

Apples, Oranges, Bananas w/additional seasonal fruits as available offered daily, Skim Milk, 1% Low-Fat Milk, Skim Chocolate*Hormone Free**No High Fructose Corn Syrup*

This institution is an equal opportunity provider. Menu analyzed by a Registered Dietitian, Melinda Hamilton RD, CDN

Portion Sizes:

Hot Entrees:

Popcorn Chicken- 12 pieces

Cheese Quesadilla- 1 12-inch tortilla with 2 ounces of cheddar cheese

Chicken Tenders- 3 each

Nachos- 2 ounces tortilla chips with 2 ounces ground beef taco

Chicken Patty- 1 4-ounce chicken patty on WG hamburger bun

Chicken Nuggets- 6 each

Waffles- 2.47 ounces waffles

Turkey Sausage- 2 links at 1 ounce each

Pancakes- 3.17 ounces pancakes

Scrambled Eggs- 1 #12 scoop

Hot Dog- 1 8x1 hot dog with 2-ounce hot dog bun

Pizza Sticks- 2 6-inch pizza sticks

Pasta Entrees:

Spaghetti- 1 cup cooked

Rotini- 1 cup cooked

Penne Pasta- 1 cup cooked

Elbow Pasta- 1 cup cooked

Marinara Sauce- 4 ounces

Meat Sauce- 6 ounces (4 ounces sauce, 2 ounces ground beef)

Macaroni & Cheese- 2 6-ounce spoodles

Baked Ziti- 1/24 cut of a 4-inch hotel pan

Grill Items:

Hamburger- 3.2-ounce raw beef patty on WG hamburger bun

Cheeseburger- 3.2-ounce raw beef patty with 1 slice 184ct American cheese on WG hamburger bun

Veggie Burger- 4-ounce veggie patty on WG hamburger bun

Grilled Cheese- 2 slices of 1 ounce each sliced bread with 5 slices of 184 count American cheese

Chicken Patty Parmesan Sandwich- 1 4-ounce chicken patty with 1-ounce marinara sauce and .5-ounce mozz cheese on WG hamburger bun

BBQ Pork Rib-A-Que- 2.4-ounce roll with 2.5 pork patty

Beef Burrito- 1 12-inch WG tortilla with 2 ounces ground beef

Pizza Items:

Pizza Bagel- 2 halves of 4.5-ounce bagel with 2 ounces mozzarella cheese on each half
French Bread Pizza- 2 halves of 3-ounce French bread with 2 ounces mozzarella cheese on each half
Fresh Baked Pizza- 1/6 cut of a 16-inch pizza with 2 ounces mozzarella cheese
Flatbread Pizza- 1 slice 2-ounce flatbread with 2 ounces mozzarella cheese

Fruit:

Apple- 1 each 125 count
Orange- 1 each 138 count
Banana- 1 each
Pears- 1 each 125 ct
Clementines- 1 each

Hot Vegetables:

Steamed Broccoli- ½ cup
Steamed Carrots- ½ cup
Steamed Green Beans- ½ cup
Vegetarian Beans- ½ cup
Steamed Mixed Vegetables- ½ cup
Steamed Corn- ½ cup
Potato Wedges- ½ cup
French Fries- ½ cup
Sweet Potato Tots- ½ cup
Baked Potato Rounds- ½ cup

Cold Vegetables:

Baby Carrots- ½ cup
Celery Sticks - ½ cup
Three Bean Salad- ½ cup
Garbanzo Beans- ½ cup
Cucumber Slices- ½ cup
Caesar Salad- 1 cup
Green Salad- 1 cup

Red Bell Peppers- ½ cup
Green Bell Peppers- ½ cup
Black Bean Salad- ½ cup

Beverages:

Skim Milk- 8 ounces
1% Milk- 8 ounces
Skim Chocolate Milk- 8 ounces

Wampus & Coman Hill Elementary Schools

Breakfast 2019-2020

This institution is an equal opportunity provider

Breakfast: \$1.75
Reduced: \$.25
Please Contact the
Food Service Director
with any Questions or
Concerns:
914-273-4250 ext 3970

***If you qualify for a
free or a reduced
priced lunch you
can also receive a
free or reduced
priced breakfast***

Menu repeats throughout the cycle.

Breakfast Includes Choice of:

Fresh Fruit or
100% Fruit Juice

And:

Skim,
1% Low-Fat Milk
or
Skim Chocolate Milk,
Hormone Free
**No High Fructose
Corn Syrup**

Monday

WG Nutri-grain Bar
String Cheese
100% Fruit Juice
Fresh Fruit
Milk

Tuesday

WG Muffin
String Cheese
100% Fruit Juice
Fresh Fruit
Milk

Wednesday

WG Graham Crackers
Fruit Yogurt
100% Fruit Juice
Fresh Fruit
Milk

Thursday

WG Breakfast Bar
String Cheese
100% Fruit Juice
Fresh Fruit
Milk

Friday

Assorted WG Cereal
Fruit Yogurt
100% Fruit Juice
Fresh Fruit
Milk

Food Allergies?

If you have a food
allergy, please speak to
the manager,

Menu analyzed by the
district Registered.
Dietitian.

Elementary School Portion Sizes for Breakfast:

WG Nutri-Grain Bar- 1.3oz bar

String Cheese- 1oz

WG Muffin- 2.25oz

WG Graham Crackers- 1oz

Fruit Yogurt- 4oz

WG Breakfast Bar- 2.5oz

WG Cereal- 1oz

Wampus Elementary School Lunch Menu – 5 Week Cycle
SCHEDULE A-3
3 pages

Hamburger, Cheeseburger or Veggie Burger <u>or Pizza Sticks</u> Vegetarian Baked Beans Baby Carrots Fresh Apple	Oven Baked Chicken Tenders <u>or French Bread Pizza</u> Brown Rice Steamed Corn Celery Sticks Orange Wedges	Brunch for Lunch! Waffles Turkey Sausage <u>or Grilled Cheese Sandwich</u> Oven Baked Potato Wedges Three Bean Salad Fresh Banana	Spaghetti with Meat Sauce or Marinara Sauce <u>or Popcorn Chicken</u> Steamed Broccoli Cucumber Slices Fresh Cantaloupe	Pizza Bagel <u>or Chicken Patty</u> <u>Parmesan Sandwich</u> Steamed Carrots Tossed Garden Salad with Low-Fat Italian Dressing Applesauce
Cheese Quesadilla <u>or BBQ Pork Rib-A-Que</u> Steamed Corn Green Peppers Fresh Apple	Bell & Evans Chicken Patty on a Bun <u>or Flatbread Pizza</u> Baked Sweet Potato Rounds Baby Carrots Orange Wedges	Fiesta Nachos Seasoned Turkey Baked Chips, Cheese & Salsa <u>or Hot Dog</u> Steamed Corn Black Bean Salad Fresh Pineapple	Rotini Pasta with Meat Sauce or Marinara Sauce <u>or Chicken Tenders</u> Steamed Green Beans Garbanzo Beans Honeydew Melon	French Bread Pizza <u>or Macaroni & Cheese</u> Steamed Broccoli Tossed Garden Salad with Low-Fat Italian Dressing Watermelon Slice
Hamburger, Cheeseburger or Veggie Burger <u>or Pizza Sticks</u> Vegetarian Baked Beans Celery Sticks Fresh Apple	Oven Baked Popcorn Chicken <u>or Pizza Bagel</u> Brown Rice Steamed Corn Three Bean Salad Orange Wedges	Brunch for Lunch! Pancakes Scrambled Eggs <u>or Beef Burrito</u> Baked Potato Rounds Baby Carrots Fresh Apple	Penne Pasta with Meat Sauce or Marinara Sauce <u>or Chicken Nuggets</u> Steamed Broccoli Cucumber Slices Fresh Cantaloupe	Fresh Baked Cheese or Veggie Pizza <u>or Baked Ziti</u> Steamed Carrots Tossed Caesar Salad Applesauce with Cinnamon
Homemade Macaroni & Cheese <u>or BBQ Pork Rib-A-Que</u> Steamed Mixed Vegetables Red Peppers Fresh Apple	Oven Baked Chicken Tenders <u>or French Bread Pizza</u> Brown Rice Steamed Corn Celery Sticks Orange Wedges	Pizza Sticks with Marinara Sauce <u>or Grilled Cheese Sandwich</u> Steamed Broccoli Baby Carrots Fresh Banana	Elbow Pasta with Meat Sauce or Marinara Sauce <u>or Popcorn Chicken</u> Steamed Green Beans Garbanzo Beans Honeydew Melon	Pizza Bagel <u>or Chicken Patty</u> <u>Parmesan Sandwich</u> Baked Potato Wedges Tossed Garden Salad with Low-Fat Italian Dressing Fresh Pear
Grilled Cheese <u>or Hamburger/Cheeseburger</u> Steamed Carrots Three Bean Salad Fresh Apple	Oven Baked Chicken Nuggets <u>or Flatbread Pizza</u> Brown Rice Oven Baked French Fries Baby Carrots Orange Wedges	Fiesta Nachos Seasoned Turkey Baked Chips, Cheese & Salsa <u>or Beef Burrito</u> Steamed Corn Black Bean Salad Fresh Cantaloupe	Homemade Baked Ziti <u>or Chicken Tenders</u> Steamed Broccoli Fresh Cauliflower Honeydew Melon	Fresh Baked Cheese or Veggie Pizza <u>or Macaroni & Cheese</u> Steamed Green Beans Tossed Caesar Salad Applesauce with Cinnamon

Available Daily: Sandwiches- Turkey, Ham, Cheese or Tuna, Yogurt & Bagel- Yogurt, String Cheese, Bagel, Salad Lunch- Salad with Protein, Crackers

All Lunches Include Choice of: Fruit, 100% Fruit Juice and Vegetable

And Skim, 1% Low-Fat Milk, or Skim Chocolate Milk *Hormone Free* *No High Fructose Corn Syrup*

All Lunches \$2.75

Portion Sizes:

Entrees:

Hamburger- 3.2 ounce raw beef patty on WG hamburger bun

Cheeseburger- 3.2 ounce raw beef patty with 1 slice 184ct American cheese on WG hamburger bun

Veggie Burger- 4 ounce veggie patty on on WG hamburger bun

Chicken Tenders- 3 each

Waffles- 2.47 ounces waffles

Turkey Sausage- 2 links at 1 ounce each

Spaghetti- 1 cup cooked

Marinara Sauce- 4 ounces

Meat Sauce- 6 ounces (4 ounces sauce, 2 ounces ground beef)

Pizza Bagel- 1 half 4.5 ounce bagel with 2 ounces mozzarella cheese

Cheese Quesadilla- 2 6 inch tortillas with 2 ounces of cheddar cheese

Chicken Patty- 1 4 ounce chicken patty on WG hamburger bun

Nachos- 1 ounce tortilla chips with 2 ounces ground turkey taco

Rotini- 1 cup cooked

French Bread Pizza- 1 half 3 ounce French bread with 2 ounces mozzarella cheese

Popcorn Chicken- 12 pieces

Pancakes- 3.17 ounces pancakes

Scrambled Eggs- 1 #12 scoop

Penne Pasta- 1 cup cooked

Fresh Baked Pizza- 1/8 cut of a 16 inch pizza with 2 ounces mozzarella cheese

Macaroni & Cheese- 2 6 ounce spoodles

Pizza Sticks- 2 6 inch pizza sticks

Elbow Pasta- 1 cup cooked

Grilled Cheese- 2 slices of 1 ounce each sliced bread with 5 slices of 184 count American cheese

Chicken Nuggets- 5 each

Baked Ziti- 1/24 cut of a 4 inch hotel pan

Chicken Patty Parmesan Sandwich- 1 4 ounce chicken patty with 1 ounce marinara sauce and .5 ounce mozz cheese on WG hamburger bun

BBQ Pork Rib-A-Que- 2.4 ounce roll with 2.5 pork patty

Flatbread Pizza- 1 slice 2 ounce flatbread with 2 ounces mozzarella cheese

Hot Dog- 1 8x1 hot dog with 2 ounce hot dog bun

Beef Burrito- 1 10 inch WG tortilla with 2 ounces ground beef

Cheese Sandwich- 2 slices of 1 ounce each sliced bread with 5 slices of 184 count American cheese

Turkey & Cheese Sandwich- 2 slices of 1 ounce each sliced bread with 2.5 ounces of turkey and 2 slices of 184 count American cheese

Ham & Cheese Sandwich- 2 slices of 1 ounce each sliced bread with 2 ounces of ham and 2 slices of 184 count American cheese

Tuna Sandwich- 2 slices of 1 ounce each sliced bread with 1 #10 scoop of tuna salad

Yogurt & Bagel Meal- 2 ounce WG bagel with 1 string cheese and 1 4 ounce yogurt

Salad Meal- 1 cup romaine lettuce with 2 string cheese and 2 packages of crackers

Fruit:

Apple- 1 each 125 count

Applesauce- ½ cup

Banana- 1 each

Cantaloupe- ½ cup

Honeydew- ½ cup

Orange Wedges- 4 wedges (1 138 count)

Clementines- 1 each

Pear- 1 each fresh or ½ cup diced fresh

Pineapple- ½ cup fresh diced

Watermelon- ½ cup

Hot Vegetables:

Steamed Broccoli- ½ cup

Steamed Carrots- ½ cup

Steamed Green Beans- ½ cup

Vegetarian Beans- ½ cup

Steamed Mixed Vegetables- ½ cup

Steamed Corn- ½ cup

Potato Wedges- ½ cup

French Fries- ½ cup

Sweet Potato Tots- ½ cup

Baked Potato Rounds- ½ cup

Cold Vegetables:

Baby Carrots- ½ cup

Celery Sticks - ½ cup

Three Bean Salad- ½ cup

Garbanzo Beans- ½ cup

Cucumber Slices- ½ cup

Caesar Salad- 1 cup

Green Salad- 1 cup

Red Bell Peppers- ½ cup

Green Bell Peppers- ½ cup

Black Bean Salad- ½ cup

Beverages:

Skim Milk- 8 ounces

1% Milk- 8 ounces

Skim Chocolate Milk- 8 ounces

100% Apple Juice- 4 ounces

100% Orange Juice- 4 ounces

100% Grape Juice- 4 ounces

100% Fruit Punch Juice- 4 ounces

Coman Hill Elementary School Lunch Menu – 5 Week Cycle

Hamburger, Cheeseburger or Veggie Burger Vegetarian Baked Beans Baby Carrots Fresh Apple	Oven Baked Chicken Tenders Brown Rice Steamed Corn Celery Sticks Orange Wedges	Brunch for Lunch! Waffles Turkey Sausage Oven Baked Potato Wedges Three Bean Salad Fresh Banana	Spaghetti with Meat Sauce or Marinara Sauce Steamed Broccoli Cucumber Slices Fresh Cantaloupe	Pizza Bagel Steamed Carrots Tossed Garden Salad with Low-Fat Italian Dressing Applesauce with Cinnamon
Cheese Quesadilla Steamed Corn Green Peppers Fresh Apple	Bell & Evans Chicken Patty on a Bun Baked Sweet Potato Rounds Baby Carrots Orange Wedges	Fiesta Nachos Seasoned Turkey Baked Chips, Cheese & Salsa Steamed Corn Black Bean Salad Fresh Pineapple	Rotini Pasta with Meat Sauce or Marinara Sauce Steamed Green Beans Garbanzo Beans Honeydew Melon	French Bread Pizza Steamed Broccoli Tossed Garden Salad with Low-Fat Italian Dressing Watermelon Slice
Hamburger, Cheeseburger or Veggie Burger Vegetarian Baked Beans Celery Sticks Fresh Apple	Oven Baked Popcorn Chicken Brown Rice Steamed Corn Three Bean Salad Orange Wedges	Brunch for Lunch! Pancakes Scrambled Eggs Baked Potato Rounds Baby Carrots Fresh Apple	Penne Pasta with Meat Sauce or Marinara Sauce Steamed Broccoli Cucumber Slices Fresh Cantaloupe	Fresh Baked Cheese or Veggie Pizza Steamed Carrots Tossed Caesar Salad Applesauce with Cinnamon
Homemade Macaroni & Cheese Steamed Mixed Vegetables Red Peppers Fresh Apple	Oven Baked Chicken Tenders Brown Rice Steamed Corn Celery Sticks Orange Wedges	Pizza Sticks with Marinara Sauce Steamed Broccoli Baby Carrots Fresh Banana	Elbow Pasta with Meat Sauce or Marinara Sauce Steamed Green Beans Garbanzo Beans Honeydew Melon	Pizza Bagel Baked Potato Wedges Tossed Garden Salad with Low-Fat Italian Dressing Fresh Pear
Grilled Cheese Steamed Carrots Three Bean Salad Fresh Apple	Oven Baked Chicken Nuggets Brown Rice Oven Baked French Fries Baby Carrots Orange Wedges	Fiesta Nachos Seasoned Turkey Baked Chips Shredded Cheese & Salsa Steamed Corn Black Bean Salad Fresh Cantaloupe	Homemade Baked Ziti Steamed Broccoli Fresh Cauliflower Honeydew Melon	Fresh Baked Cheese or Veggie Pizza Steamed Green Beans Tossed Caesar Salad Applesauce with Cinnamon

Available Daily: Sandwiches- Turkey, Ham, Cheese or Tuna, Yogurt & Bagel- Yogurt, String Cheese, Bagel, Salad Lunch- Salad with Protein, Crackers

All Lunches Include Choice of: Fruit, 100% Fruit Juice and Vegetable

And Skim, 1% Low-Fat Milk, or Skim Chocolate Milk *Hormone Free* *No High Fructose Corn Syrup*

All Lunches \$2.75

Portion Sizes:

Entrees:

Hamburger- 3.2 ounce raw beef patty on WG hamburger bun

Cheeseburger- 3.2 ounce raw beef patty with 1 slice 184ct American cheese on WG hamburger bun

Veggie Burger- 4 ounce veggie patty on on WG hamburger bun

Chicken Tenders- 3 each

Waffles- 2.47 ounces waffles

Turkey Sausage- 2 links at 1 ounce each

Spaghetti- 1 cup cooked

Marinara Sauce- 4 ounces

Meat Sauce- 6 ounces (4 ounces sauce, 2 ounces ground beef)

Pizza Bagel- 1 half 4.5 ounce bagel with 2 ounces mozzarella cheese

Cheese Quesadilla- 2 6 inch tortillas with 2 ounces of cheddar cheese

Chicken Patty- 1 4 ounce chicken patty on WG hamburger bun

Nachos- 1 ounce tortilla chips with 2 ounces ground turkey taco

Rotini- 1 cup cooked

French Bread Pizza- 1 half 3 ounce French bread with 2 ounces mozzarella cheese

Popcorn Chicken- 12 pieces

Pancakes- 3.17 ounces pancakes

Scrambled Eggs- 1 #12 scoop

Penne Pasta- 1 cup cooked

Fresh Baked Pizza- 1/8 cut of a 16 inch pizza with 2 ounces mozzarella cheese

Macaroni & Cheese- 2 6 ounce spoodles

Pizza Sticks- 2 6 inch pizza sticks

Elbow Pasta- 1 cup cooked

Grilled Cheese- 2 slices of 1 ounce each sliced bread with 5 slices of 184 count American cheese

Chicken Nuggets- 5 each

Baked Ziti- 1/24 cut of a 4 inch hotel pan

Cheese Sandwich- 2 slices of 1 ounce each sliced bread with 5 slices of 184 count American cheese

Turkey & Cheese Sandwich- 2 slices of 1 ounce each sliced bread with 2.5 ounces of turkey and 2 slices of 184 count American cheese

Ham & Cheese Sandwich- 2 slices of 1 ounce each sliced bread with 2 ounces of ham and 2 slices of 184 count American cheese

Tuna Sandwich- 2 slices of 1 ounce each sliced bread with 1 #10 scoop of tuna salad

Yogurt & Bagel Meal- 2 ounce WG bagel with 1 string cheese and 1 4 ounce yogurt

Salad Meal- 1 cup romaine lettuce with 2 string cheese and 2 packages of crackers

Fruit:

Apple- 1 each 125 count

Applesauce- ½ cup

Banana- 1 each

Cantaloupe- ½ cup

Honeydew- ½ cup

Orange Wedges- 4 wedges (1 138 count)

Pear- 1 each fresh or ½ cup sliced or diced in juice

Pineapple- ½ cup

Watermelon- ½ cup

Hot Vegetables:

Steamed Broccoli- ½ cup

Steamed Carrots- ½ cup

Steamed Green Beans- ½ cup

Vegetarian Beans- ½ cup

Steamed Mixed Vegetables- ½ cup

Steamed Corn- ½ cup

Potato Wedges- ½ cup

French Fries- ½ cup

Sweet Potato Tots- ½ cup

Baked Potato Rounds- ½ cup

Cold Vegetables:

Baby Carrots- ½ cup

Celery Sticks - ½ cup

Three Bean Salad- ½ cup

Garbanzo Beans- ½ cup

Cucumber Slices- ½ cup

Caesar Salad- 1 cup

Green Salad- 1 cup

Red Bell Peppers- ½ cup

Green Bell Peppers- ½ cup

Black Bean Salad- ½ cup

Beverages:

Skim Milk- 8 ounces

1% Milk- 8 ounces

Skim Chocolate Milk- 8 ounces

100% Apple Juice- 4 ounces

100% Orange Juice- 4 ounces

100% Grape Juice- 4 ounces

100% Fruit Punch Juice- 4 ounces

Yellow cells should be completed prior to service, when planning your menu.

HEADINGS	INSTRUCTIONS
Total Reimbursable Student Meals	After meal service, record the total number of reimbursable student meals here.
Total Adult, 2nd, & ALC Meals	After meal service, record the total number of Adult meals, second meals, & A La Cart meals here.
Total Meals Served	After meal service, record the total number of meals served here.
School/Site	Identify the school/site.
Date	Identify the date.
Substitutions	Indicate any substitutions made to the planned menu. This is very important! This information is used to document if the menu is in compliance with required vegetable subgroups, and min/max ranges for grains and meat/meat alternates. If you are substituting a vegetable make sure it is in the same subgroup as the one you are replacing. <u>Example: substituting carrots if you are replacing tomatoes.</u>
Comments & Notes	Participation may effected by weather, field trips and special events so indicate that here. Portion size ½ cup vs. full portion of fruits and/or vegetables.

COLUMN HEADINGS	INSTRUCTIONS
Menu Item	Indicate the menu item (food item) name under each component heading: meat/meat alternate, grains, vegetables, fruits, milk, and other/condiments.
Recipe or Product	Indicate the recipe/product name or number.
Portion Size ¹	Students must be offered the minimum daily portion size. Minimum daily portion sizes are indicated for each component with the * symbol. Record the actual portion size served to the students for each menu item. Example: 2 oz eq- chicken nuggets: 1 cup- pasta; ½ cup- peaches; ½ cup- broccoli; 2 oz eq- hamburger patty; 2 oz eq- hamburger bun; 8 fl oz- milk; 1 oz- ketchup.
Planned Number of Servings ² Reimbursable Student Meals	Indicate the number of planned reimbursable student meals for each menu item.
Planned Number of Servings Adult Meals, 2 nd Meals, and a la cart (ALC)	Indicate the number of planned adult, 2 nd and a la cart meals/servings for each menu item.
Planned Number of Servings Total Planned Servings	The reimbursable student meals plus the Adult Meals, 2 nd Meals, and a la cart (ALC) will equal the total number of planned servings for each menu item.
Purchase Units/Amount of Food Used	Record the total number of purchase units used which is indicated in the recipe or food buying guide. Example: 6 #10 cans of peaches.
Actual Number of Servings Reimbursable Student Meals	Record the number of actual reimbursable student meals for each menu item.
Actual Number of Servings Adult Meals, 2 nd Meals, and a la cart (ALC)	Record the number of actual adult, 2 nd and a la cart meals/servings for each menu item.
Actual Number of Servings Total Planned Servings- Leftovers	The reimbursable student meals plus the Adult Meals, 2 nd Meals, and a la cart (ALC) will equal the total number of actual servings for each menu item. Record the number of leftover portions for each menu item based on the portion size listed under the "portion size" column.
Time & Temperature	Optional- Record the food temperatures and the time the temperatures were monitored.

Important
' **Units of Measurement** (weight verses volume)- Record the portion size that corresponds with the food-based menu plan. If the food-based menu plan denotes a cup for a particular component, then serve and record that component in that unit of measure. Example: cups are the unit of measure for fruits so serve and record fruits in cups not ounces. See below.

Fruits	* (1/2 cup)
Canned Peaches	¾ cup ✓
Fruits	*(1/2 cup)
Canned Peaches	6 oz

2 Planned Number of Servings - The planned servings are the number of servings you plan to serve and this number will be used for your nutrient analysis.

ROWS	Cells within a row must correspond.
If additional rows are needed	The file has been locked to ensure that data is added to the appropriate cells. If you need to add additional rows to enter more menu items follow these instructions. Located on the menu bar: click on tools, then click protection, then click unprotect sheet. This will allow you to alter the production record worksheet.

Vegetable Subgroup Abbreviations	Vegetable Subgroup Abbreviations are provided in the upper right corner of the production record. Use these abbreviations to determine which abbreviation to select under the 1st column Menu Items – Vegetables. Example: If you are listing carrots in the first row under vegetables circle RO. See below.
---	---

Vegetables (Select Abbreviated Subgroup in Drop Down)

carrots

Click on the abbreviated subgroup that corresponds with the vegetable that you are listing next to it.

Reference “Basics at a Glance”	Refer to this tab for: recipe abbreviations, volume equivalents for liquids, equivalent weights, fraction to decimal equivalents, metric equivalents by weight, metric equivalents by volume, scoop portion sizes, ladle portion sizes, steam table pan capacity, and cutting diagrams.
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For Combination Meals

For Combination Meals	
Meat / Meat Alternate	Portion Size
Macaroni & Cheese (Cheese)	2 oz
Grains ³	Portion Size
Macaroni & Cheese (Pasta)	1 cup (2 oz eq)

To add additional rows, unprotect sheet.

The following links are helpful for planning food production.

USDA Nutrient Database	http://ndb.nal.usda.gov/
Food Buying Guide Calculator	http://fbg.nfsmi.org/

Total Reimbursable Student Meals:

Total Adult, 2nd, & ALC Meals:

Total Meals Served:

Grades K-5 Lunch

Food Based Production Record

Vegetable Subgroup Abbreviations:
DG- Dark Green
RO- Red Orange
BP- Beans Peas
S- Starchy
O- Other
A- Additional Vegetables

School/Site:

SCHEDULE A-5

Date:

Menu Item (Fill in yellow cells when planning menus/prior to service)		Recipe or Product (name or #)	Portion Size [Actual Portion Size Served] Number (Equivalents): Weight or Measure *Daily Minimum	Planned Number of Servings				Purchase Units/Amount of Food Used (Pounds or Quantity) *Based on Food Buying Guide or Recipe	Actual Number of Servings				Leftovers	Time & Temperature	
				Reimbursable Student Meals	Adult Meals, 2nd Meals, ALC	=	Total Planned Servings		Reimbursable Student Meals	Adult Meals, 2nd Meals, ALC	=	Total Actual Servings			
Meat / Meat Alternate			*(1 oz eq)					*Ex: 10 lbs						Ex: 8 AM	165
						=	0				=	0			
						=	0				=	0			
						=	0				=	0			
						=	0				=	0			
Grains ^a			*(1 oz eq)					* Ex: 15- Loaves							
Whole Grains						=	0				=	0			
Whole Grains						=	0				=	0			
						=	0				=	0			
						=	0				=	0			
Vegetables (Select Abbreviated Subgroup in Drop Down)			*(3/4 cup)					*Ex: 2- #10 cans							
						=	0				=	0			
						=	0				=	0			
						=	0				=	0			
						=	0				=	0			
						=	0				=	0			
						=	0				=	0			
Fruits			*(1/2 cup)					*Ex: 1- 96 count case							
						=	0				=	0			
						=	0				=	0			
						=	0				=	0			
						=	0				=	0			
Fat-Free or Low-Fat Milk ^b			*(1 cup)					* Ex: 4- 50 count case							
						=	0				=	0			
						=	0				=	0			
						=	0				=	0			
						=	0				=	0			
Other/Condiments															
						=	0				=	0			
						=	0				=	0			
						=	0				=	0			
						=	0				=	0			
						=	0				=	0			

Substitutions

Comments & Notes

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

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

Total Reimbursable Student Meals:

Total Adult, 2nd, & ALC Meals:

Total Meals Served:

Grades 6-8 Lunch

Food Based Production Record

Vegetable Subgroup Abbreviations:

DG- Dark Green

RO- Red Orange

BP- Beans Peas

S- Starchy

O- Other

A- Additional Vegetables

School/Site: SCHEDULE A-9

Date:

Menu Item (Fill in yellow cells when planning menus/prior to service)		Recipe or Product (name or #)	Portion Size [Actual Portion Size Served] Number (Equivalents): Weight or Measure *Daily Minimum	Planned Number of Servings				Purchase Units/Amount of Food Used (Pounds or Quantity) *Based on Food Buying Guide or Recipe	Actual Number of Servings				Leftovers	Time & Temperature	
				Reimbursable Student Meals	Adult Meals, 2nd Meals, ALC	=	Total Planned Servings		Reimbursable Student Meals	Adult Meals, 2nd Meals, ALC	=	Total Actual Servings			
Meat / Meat Alternate			*(1 oz eq)					*Ex: 10 lbs						Ex: 8 AM	165
						=	0				=	0			
						=	0				=	0			
						=	0				=	0			
						=	0				=	0			
Grains ^a			*(1 oz eq)					* Ex: 15- Loaves							
Whole Grains						=	0				=	0			
Whole Grains						=	0				=	0			
						=	0				=	0			
						=	0				=	0			
Vegetables (Select Abbreviated Subgroup in Drop Down)			*(3/4 cup)					*Ex: 2- #10 cans							
						=	0				=	0			
						=	0				=	0			
						=	0				=	0			
						=	0				=	0			
						=	0				=	0			
						=	0				=	0			
Fruits			*(1/2 cup)					*Ex: 1- 96 count case							
						=	0				=	0			
						=	0				=	0			
						=	0				=	0			
						=	0				=	0			
Fat-Free or Low-Fat Milk ^b			*(1 cup)					* Ex: 4- 50 count case							
						=	0				=	0			
						=	0				=	0			
						=	0				=	0			
						=	0				=	0			
Other/Condiments															
						=	0				=	0			
						=	0				=	0			
						=	0				=	0			
						=	0				=	0			
						=	0				=	0			

Substitutions	Comments & Notes

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

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

Total Reimbursable Student Meals:

Total Adult, 2nd, & ALC Meals:

Total Meals Served:

Grades K-8 Lunch

Food Based Production Record

Vegetable Subgroup Abbreviations:
DG- Dark Green
RO- Red Orange
BP- Beans Peas
S- Starchy
O- Other
A- Additional Vegetables

School/Site:

SCHEDULE A-9

Date:

Menu Item (Fill in yellow cells when planning menus/prior to service)		Recipe or Product (name or #)	Portion Size [Actual Portion Size Served] Number (Equivalents); Weight or Measure *Daily Minimum	Planned Number of Servings				Purchase Units/Amount of Food Used (Pounds or Quantity) *Based on Food Buying Guide or Recipe	Actual Number of Servings				Leftovers	Time & Temperature	
				Reimbursable Student Meals	Adult Meals, 2nd Meals, ALC	=	Total Planned Servings		Reimbursable Student Meals	Adult Meals, 2nd Meals, ALC	=	Total Actual Servings			
Meat / Meat Alternate			*(1 oz eq)					*Ex: 10 lbs						Ex: 8 AM	165
						=	0				=	0			
						=	0				=	0			
						=	0				=	0			
						=	0				=	0			
Grains ^a			*(1 oz eq)					* Ex: 15- Loaves							
Whole Grains						=	0				=	0			
Whole Grains						=	0				=	0			
						=	0				=	0			
						=	0				=	0			
Vegetables (Select Abbreviated Subgroup in Drop Down)			*(3/4 cup)					*Ex: 2- #10 cans							
						=	0				=	0			
						=	0				=	0			
						=	0				=	0			
						=	0				=	0			
						=	0				=	0			
						=	0				=	0			
Fruits			*(1/2 cup)					*Ex: 1- 96 count case							
						=	0				=	0			
						=	0				=	0			
						=	0				=	0			
						=	0				=	0			
Fat-Free or Low-Fat Milk ^b			*(1 cup)					* Ex: 4- 50 count case							
						=	0				=	0			
						=	0				=	0			
						=	0				=	0			
						=	0				=	0			
Other/Condiments															
						=	0				=	0			
						=	0				=	0			
						=	0				=	0			
						=	0				=	0			
						=	0				=	0			

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

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

Total Reimbursable Student Meals:

Total Adult, 2nd, & ALC Meals:

Total Meals Served:

Grades 9-12 Lunch

Food Based Production Record

Vegetable Subgroup Abbreviations:
DG- Dark Green
RO- Red Orange
BP- Beans Peas
S- Starchy
O- Other
A- Additional Vegetables

School/Site:

SCHEDULE A-9

Date:

Menu Item (Fill in yellow cells when planning menus/prior to service)		Recipe or Product (name or #)	Portion Size [Actual Portion Size Served] Number (Equivalents); Weight or Measure *Daily Minimum	Planned Number of Servings				Purchase Units/Amount of Food Used (Pounds or Quantity) <i>*Based on Food Buying Guide or Recipe</i>	Actual Number of Servings				Leftovers	Time & Temperature	
				Reimbursable Student Meals	Adult Meals, 2nd Meals, ALC	=	Total Planned Servings		Reimbursable Student Meals	Adult Meals, 2nd Meals, ALC	=	Total Actual Servings			
Meat / Meat Alternate			*(2 oz eq)					*Ex: 10 lbs						Ex: 8 AM	165
						=	0				=	0			
						=	0				=	0			
						=	0				=	0			
						=	0				=	0			
Grains ^a			*(2 oz eq)					* Ex: 15- Loaves							
Whole Grains						=	0				=	0			
Whole Grains						=	0				=	0			
						=	0				=	0			
						=	0				=	0			
Vegetables (Select Abbreviated Subgroup in Drop Down)			*(1 cup)					*Ex: 2- #10 cans							
						=	0				=	0			
						=	0				=	0			
						=	0				=	0			
						=	0				=	0			
						=	0				=	0			
						=	0				=	0			
Fruits			*(1 cup)					*Ex: 1- 96 count case							
						=	0				=	0			
						=	0				=	0			
						=	0				=	0			
						=	0				=	0			
Fat-Free or Low-Fat Milk ^b			*(1 cup)					* Ex: 4- 50 count case							
						=	0				=	0			
						=	0				=	0			
						=	0				=	0			
						=	0				=	0			
Other/Condiments															
						=	0				=	0			
						=	0				=	0			
						=	0				=	0			
						=	0				=	0			
						=	0				=	0			

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

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

Vegetable Subgroups

USDA plans to update the fruit and vegetable sections of the Food Buying Guide (FBG) for Child Nutrition Programs. This listing is intended to be a temporary reference to assist the menu planner in making selections to meet the new meal patterns and to guide managers in choosing appropriate menu selections when emergency substitutions are required. Refer to the updated FBG when it is released.

Dark Green (DG) Vegetables	Red and Orange (RO) Vegetables	Beans and Peas (BP) [Legumes]*
Bok-Choy Broccoli Collard greens Dark green leafy lettuce Kale Mesclum Mustard greens Romaine lettuce Spinach Turnip greens Watercress	Acorn squash Butternut squash Carrots Hubbard squash Pumpkin Red peppers Sweet potatoes Tomatoes Tomato juice	Black beans Black-eyed peas (mature, dry) Garbanzo beans (chickpeas) Kidney beans Lentils Lima Beans (mature, dry) Pinto Beans Navy beans Soy beans Split Peas White beans
Starchy (S) Vegetables	Other (O) Vegetables	
Corn Cowpeas, field peas, or black-eyed peas (not dry) Green bananas Green peas Green lima beans Plantains Potatoes Water chestnut	Artichokes Asparagus Avocado Bean sprouts Brussels sprouts Beets Cabbage Cauliflower Celery Cucumbers Eggplant Green beans	
	Iceberg (head)lettuce Mushrooms Green peppers Mixed Vegetables from various subgroups Okra Onions Parsnips Radish Summer Squash Turnips Wax beans Zucchini Any vegetable from the other subgroups <u>except Starchy **</u>	

* Why are green peas and green (string) beans not in the Legume/Beans and Peas Vegetable Subgroup?

The legumes/beans and peas vegetable subgroup contains beans and peas that are the mature forms of legumes. That is, they are harvested when the seeds are fully developed and dry. Green peas are harvested before they are fully mature. They are similar to other starchy vegetables and are grouped with them. Note that split peas are the mature form of green peas. Green (string) beans are also harvested before they are mature. They are grouped with other vegetables like lettuce, celery, and cabbage because their nutrient content is similar to those foods.

** Schools can substitute vegetables from the dark green, red/orange, or beans/peas for “other” vegetables if they desire, but they may NOT substitute starchy vegetables for “other” vegetables.

	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 Foods Per Week (Minimum Per Day)					
Fruits (cups) _{c,d}	5 (1) ^e	5 (1) ^e	5 (1) ^e	2½ (½)	2½ (½)	5 (1)
Vegetables (cups) _{c,d}	0	0	0	3¼ (¾)	3¼ (¾)	5 (1)
Dark green ^f	0	0	0	½	½	½
Red/Orange ^f	0	0	0	¾	¾	1¼
Beans/Peas (Legumes) ^f	0	0	0	½	½	½
Starchy ^f	0	0	0	½	½	½
Other ^{f,g}	0	0	0	½	½	¾
Additional Veg to Reach Total _h	0	0	0	1	1	1½
Grains (oz eq) _i	7-10 (1) _j	8-10 (1) _j	9-10 (1) _j	8-9 (1)	8-10 (1)	10-12 (2)
Meats/Meat Alternates (oz eq)	0 _k	0 _k	0 _k	8-10 (1)	9-10 (1)	10-12 (2)
Fluid milk (cups) _l	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)
Other Specifications: Daily Amount Based on the Average for a 5-Day Week						
Min-max calories (kcal) _{m,n,o}	350-500	400-550	450-600	550-650	600-700	750-850
Saturated fat (% of total calories) _{n,o}	< 10	< 10	< 10	< 10	< 10	< 10
Sodium (mg) _{n,p}	< 430	< 470	< 500	< 640	< 710	< 740
Trans fat _{n,o}	Nutrition label or manufacturer specifications must indicate zero grams of trans fat per serving.					

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

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

c One quarter-cup of dried fruit counts as ½ cup of fruit; 1 cup of leafy greens counts as ¼ 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.

d 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).

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

f Larger amounts of these vegetables may be served.

g 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).

h Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.

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

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

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

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

m 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).

n 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.

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

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

K-8 Meal Pattern		
	Breakfast Meal Pattern	Lunch Meal Pattern
	Grades K-8	Grades K-8
Meal Pattern	Amount of Food Per Week (Minimum Per Day)	
Fruits (cups)	5 (1)	2 1/2 (1/2)
Vegetables (cups)	0	3 3/4 (3/4)
Dark Green	0	1/2
Red/Orange	0	3/4
Beans/Peas (legumes)	0	1/2
Starchy	0	1/2
Other	0	1/2
Additional Veg to Reach Total	0	1
Grains (oz eq)	8-10 (1)	8-9 (1)
Meats/Meat Alternates (oz eq)	0	9-10 (1)
Fluid milk (cups)	5 (1)	5 (1)
Other Specifications: Daily Amount Based on the Average for a 5-Day Week		
Min-max calories (kcal)	400-500	600-650
Saturated Fat (% of total calories)	< 10	< 10
Sodium (mg)	≤ 430	≤ 640
Trans fat	Nutritional label or manufacturer specifications must indicate zero grams of <u>trans</u> fat per serving.	

Basics at a Glance

Recipe Abbreviations

approx.	= approximate
tsp or t	= teaspoon
Tbsp or T	= tablespoon
c	= cup
pt	= pint
qt	= quart
gal	= gallon
wt	= weight
oz	= ounce
lb or #	= pound (e.g., 3#)
g	= gram
kg	= kilogram
vol	= volume
mL	= milliliter
L	= liter
fl oz	= fluid ounce
No. or #	= number (e.g., #3)
in. or "	= inches (e.g., 12")
°F	= degree Fahrenheit
°C	= degree Celsius or centigrade

Volume Equivalents for Liquids



60 drops	= 1 tsp	
1 Tbsp	= 3 tsp	= 0.5 fl oz
1/8 cup	= 2 Tbsp	= 1 fl oz
1/4 cup	= 4 Tbsp	= 2 fl oz
1/3 cup	= 5 Tbsp + 1 tsp	= 2.65 fl oz
3/8 cup	= 6 Tbsp	= 3 fl oz
1/2 cup	= 8 Tbsp	= 4 fl oz
5/8 cup	= 10 Tbsp	= 5 fl oz
2/3 cup	= 10 Tbsp + 2 tsp	= 5.3 fl oz
3/4 cup	= 12 Tbsp	= 6 fl oz
7/8 cup	= 14 Tbsp	= 7 fl oz
1 cup	= 16 Tbsp	= 8 fl oz
1/2 pint	= 1 cup	= 8 fl oz
1 pint	= 2 cups	= 16 fl oz
1 quart	= 2 pt	= 32 fl oz
1 gallon	= 4 qt	= 128 fl oz

Equivalent Weights



16 oz	= 1 lb	= 1.000 lb
12 oz	= 3/4 lb	= 0.750 lb
8 oz	= 1/2 lb	= 0.500 lb
4 oz	= 1/4 lb	= 0.250 lb
1 oz	= 1/16 lb	= 0.063 lb

Scoops (Dishers)



Size/No. ¹	Level Measure	Color Code ²
6	2/3 cup	
8	1/2 cup	
10	3/8 cup	
12	1/3 cup	
16	1/4 cup	
20	3-1/3 Tbsp	
24	2-2/3 Tbsp	
30	2 Tbsp	
40	1-2/3 Tbsp	
50	3-3/4 tsp	
60	3-1/4 tsp	
70	2-3/4 tsp	
100	2 tsp	

¹ Scoops are left or right hand or squeeze type that can be used for both hands. Number on the scoop indicates how many level scoops make one quart. For example, eight No. 8 scoops = 1 quart.



² Use colored dots matching the brand-specific color coding of scoop sizes.

Ladles Portion Servers



Ladle fl oz	Approx. Measure	Portion Server fl oz
1 oz	1/8 cup	1 oz
2 oz	1/4 cup	2 oz
3 oz	3/8 cup	3 oz
4 oz	1/2 cup	4 oz
6 oz	3/4 cup	6 oz
8 oz	1 cup	8 oz
12 oz	1-1/2 cups	—

Ladles and portion servers (measuring-serving spoons that are volume-standardized) are labeled "oz." "Fl oz" would be more accurate since they measure volume, not weight.

Use ladles for serving soups, stews, creamed dishes, sauces, gravies, and other liquid products.

Use portion servers (solid or perforated) for portioning solids and semi-solids such as fruits and vegetables, and condiments.

Cooking or Serving Spoons

Solid Spoons



Perforated Spoons



Slotted Spoons



Spoons vary in length (11", 13", 15", 18", 21") for ease of use in cooking or serving. Spoons can have plastic handles that are heat-resistant. Level scoops, ladles, and portion servers provide more accurate portion control than serving spoons that are not volume-standardized measure.

Specialty Spoons



A thumb notch on a server or spoon handle prevents the spoon from slipping into the pan and prevents hands from sliding into the food. Triple-edge (solid or perforated) spoons have a flat edge that increases the area where the spoon touches the bottom of the pan when stirring.

Fraction to Decimal



Metric Equivalents



Fraction to Decimal Equivalents



1/8	= 0.125
1/4	= 0.250
1/3	= 0.333
3/8	= 0.375
1/2	= 0.500
5/8	= 0.625
2/3	= 0.666
3/4	= 0.750
7/8	= 0.875

Metric Equivalents by Weight



Customary Unit (avoirdupois)	Metric Unit
Ounces (oz)	Grams (g)
1 oz	= 28.35 g
4 oz	= 113.4 g
8 oz	= 226.8 g
16 oz	= 453.6 g
Pounds (lb)	Grams (g)
1 lb	= 453.6 g
2 lb	= 907.2 g
Pounds (lb)	Kilograms (kg)
2.2 lb	= 1 kg (1000 g)



Metric Equivalents by Volume



Customary Unit (fl oz)	Metric Unit
1 cup (8 fl oz)	= 236.59 mL
1 quart (32 fl oz)	= 946.36 mL
1.5 quarts (48 fl oz)	= 1.42 L
33.818 fl oz	= 1.0 L



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EX30 02A

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Steamtable Pan Capacity

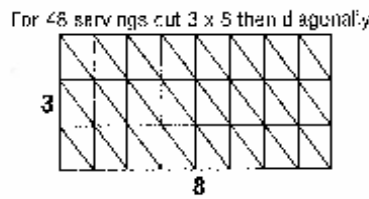
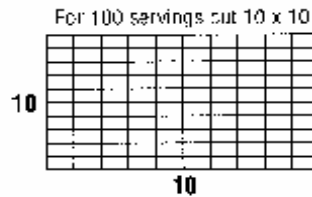
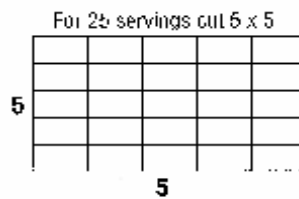
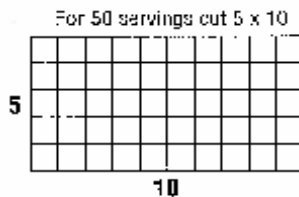
Other Pan Sizes

Pan Size	Approx. Capacity	Serving Size	Ladle (fl oz)	Scoop #	Approx. # Servings
12" x 20" x 2-1/2"	2 gal	1/2 cup 3/8 cup 1/3 cup 1/4 cup	4 oz 3 oz 2.65 oz 2 oz	8 10 12 16	64 80 96 128
12" x 20" x 4"	3-1/2 gal	1/2 cup 3/8 cup 1/3 cup 1/4 cup	4 oz 3 oz 2.65 oz 2 oz	8 10 12 16	112 135 168 224
12" x 20" x 6"	5 gal	1/2 cup 3/8 cup 1/3 cup 1/4 cup	4 oz 3 oz 2.65 oz 2 oz	8 10 12 16	160 200 240 320

Approximate Dimensions of Serving Sizes from Different Pan Sizes

Pan	Approx. Size	No. and Approx. Size Servings per Pan		
		25	50	100
Baking or steamtable	12" x 20" x 2-1/2"	2" x 3-3/4"	2" x 2"	---
Sheet or bun	18" x 26" x 1"	3-1/4" x 5"	3-1/4" x 2-1/2"	1-3/4" x 2-1/2"

Cutting Diagrams for Portioning



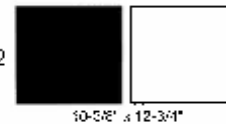
1/1



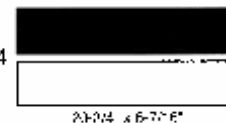
2/3



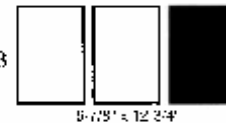
1/2



2/4



1/3



1/4



1/6



1/9



Steamtable or counter pans are available in various sizes. Smaller size pans may require the use of an adaptor bar.

SCHEDULE A-6

Recipe Name

Recipe Number

Individual Serving Size

Yield (# servings/recipe)

Ingredients	50 Servings		100 Servings		____ Servings		Directions
	Weight	Measure	Weight	Measure	Weight	Measure	

Meal Pattern Contribution (Optional)

Meat/Meat Alternate	Grains	Vegetable/Vegetable Sub-Groups	Fruit

INSTRUCTIONS FOR STANDARDIZED RECIPE FORM

Standardized recipes are **required** under the Healthy Hunger Free Kids Act (HHFKA) for all menu items containing more than one ingredient. Standardized recipes must be followed exactly during preparation of menu items in the National School Lunch Program and School Breakfast program.

Recipe Name: Record the name of the recipe.

Recipe Number: Record the number assigned to this recipe. This is a locally designated number or if using a USDA recipe, the USDA assigned recipe number.

Individual Serving Size: Record the individual serving size using weight or measure, as appropriate. For example: 1/2 cup coleslaw, 1 sandwich, 1-1/4 cups spaghetti & meat balls, 3/4 cup mashed potatoes.

Yield: Record the total number of servings the recipe provides after preparation, i.e. 50, 100 or other amount.

Ingredients: List each individual ingredient used in the recipe. Be specific. For example, indicate reduced fat cheddar cheese instead of just listing cheese, or low sodium canned peas instead of just listing peas.

Weight/Measure: Indicate either the weight or measure of each ingredient under the appropriate servings column. If the recipe is for 50 or 100 servings, complete the weight or measure under the appropriate headings. If the recipe yields a different number of servings, enter the number of servings in the blank and list the appropriate weights or measures under that column. The weight or measure entered must be appropriate for the number of servings indicated. For example if the recipe is for 50 turkey sandwiches on whole wheat bread, indicate the measure as 100 slices of bread, not 2 slices of bread.

Directions: Indicate step by step instructions for preparing the recipe. Include cooking time and temperature, if applicable.

Meal Component Contribution (Optional): Indicate under the appropriate meal component heading the creditable contribution the recipe makes to the meal pattern. Please note: The creditable meal pattern component contribution is optional on the recipe form, but is REQUIRED on the Daily Menu Production Record Form.

The selected FSMC shall be able to comply with their company's standards for displaying information, fun and enticing signs, posters etc to address healthy eating in a fun manner for the age group in each school.

The successful program will have a strong emphasis on good sound nutrition principles and in keeping with the Byram Hills Central School District Wellness Policy & Guidelines attached to bid. Menus and a la carte items should reflect nutritional principles in accordance with the Healthy, Hunger Free Kids Act. Fresh fruits and fresh vegetables shall be in abundance and offered daily, additional seasonal fruits and vegetables should be offered when available.

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 successful FSMC must present Marketing and Merchandising concepts to be implemented, which indicate to the SFA, how the FSMC uses these programs to increase program participation. The cost of these concepts must be identified as a direct expense and labeled Marketing & Promotions or Signs and Merchandising as appropriate. All such program must be approved by the School Business Executive or designee.

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.

SCHEDULE B

PURCHASING SPECIFICATIONS

1. Whenever possible, the FSMC shall purchase foods which are labeled with a CN label by the manufacturer.
2. In all other instances, the following purchase specifications shall be followed:
 - a. All meat and meat products are slaughtered, processed and manufactured in plants operated under a USDA inspection program and bear the appropriate seal. All meat products are sound and sanitary upon delivery.
 - b. No preservatives, tenderizers or coloring agents may be added to any fresh meat or frozen meat product. Imported fresh or frozen meat products are prohibited for any purpose.
 - c. Products must be free of trans fats and have minimum amounts of high fructose corn syrup.
3. The minimum grading requirements for all graded cuts follow:
 - a. Beef, lamb and veal shall be USDA Grade Choice. Ground beef patties shall be 3 ounces at the secondary schools and 2 ounces at the elementary schools.
 - b. Pork shall be USDA Grade #1.
 - c. Poultry shall be USDA Grade A. This grade applies to all fresh and frozen poultry products. However, in the interest of food safety, only frozen poultry products shall be used. *Chicken nuggets, chicken fingers and chicken patties shall be whole muscle products cut into shape and not chicken pieces molded into shape by the manufacturer. Bell & Evans or equivalent, in all schools.*
 - d. *Provisions or deli meats shall be Boar's Head Brand, or equivalent, in all schools.*
 - e. Fish and seafood shall be Grade A; frozen fish and seafood shall be a nationally distributed brand, packed under continuous inspection of the US Department of Commerce.
4. Eggs: Fresh USDA Grade AA or State Grade AA
5. Dairy products shall be graded as follows:
 - (1) Butter: USDA Grade AA, 92 score or better.
 - (2) Cheese: USDA Grade A for all cheese
 - (3) Milk and Milk products: USDA Grade A, antibiotic and hormone free
6. Fresh fruit and vegetables: USDA Fancy to USDA #1. FSMC's should purchase locally grown produce and fruit whenever possible.

7. Canned fruit and Vegetables can *NOT* be used with the exception of applesauce, which must be Grade A Fancy.
8. *Frozen* fruit and vegetables *ONLY*: USDA Grade A, ALL processed in USA.
9. Canned beans and legumes may be used: USDA Grade A
10. Dry stored items and canned goods: USDA Grade A
11. Tuna fish must be processed/manufactured in USA.
12. Beverages must be 100% juice and single serving size. Water may be 16-ounce size.
13. All ware washing products shall be environmentally safe.
14. Cutlery should be eco friendly.
15. No Styrofoam products will be allowed. Cups, plates and 5- compartment trays must be biodegradable or compostable product, Sava day by Chinet or equivalent. Included with their bid, FSMC's shall submit product literature of proposed products to be used in the district, attesting to the suitability to these specifications

Given the documented connection between proper nutrition, adequate physical activity and educational success, the Byram Hills School District supports a coordinated wellness program to provide students with a school environment that promotes student health and wellness.

The coordinated approach shall incorporate the following components:

1. A school environment that promotes health enhancing behaviors;
2. A food services program that serves appealing choices of nutritious food;
3. A sequential physical education curriculum;
4. A sequential health education curriculum;
5. A school health services program that is designed to facilitate access and referral to primary health care services, foster appropriate use of health care services and provide initial assessment and first aid for illness or injury; and
6. A counseling program that is designed to support access to referrals, assessments, interventions and other services for students' mental, emotional and social health.

For purposes of this policy, "school campus" means all areas of district property accessible to students during the school day; "school day" means the period from the midnight before to 30 minutes after the end of the official school day; and "competitive food" means all food and beverages other than meals reimbursed under federal food programs available for sale to students on the school campus during the school day.

I. Foods and Beverages Available To Students on the Byram Hills School District Campuses During the School Day:

The District recognizes that a nutritious, well-balanced, reasonably-portioned diet is essential for student wellness. The District shall ensure that all foods and beverages available for sale to students on the school campus during the school day meet or exceed the program requirements and nutrition standards found in federal regulations.

A. School Meals

All beverages and packaged snacks sold in the District will adhere to the standards of state and federal law, and conform to generally accepted health standards for public schools.

The District shall:

1. Include fruits, vegetables, salads, whole grains, and low fat items at least to the extent required by federal regulations.
2. Make efforts to ensure that families are aware of need-based programs for free or reduced-price meals and encourage eligible families to apply.
3. Make free drinking water available at locations where meals are served.

B. Meal Scheduling

The District shall schedule lunchtime between the hours of 10 a.m. - 2 p.m. and provide adequate time for students to eat lunch.

C. Food and Beverages Sold Individually (e.g. a la carte, vending machines, school stores)

The District recognizes that a nutritious, well-balanced, reasonably-portioned diet is essential for student wellness.

The District shall:

1. Ensure that all such items meet the nutrition standards set in federal regulations for competitive foods regarding whole grains, fruits, vegetables, calories, fat, saturated fats, trans fats, sugar, sodium, and caffeine.
2. Permit the sale of fresh, frozen or canned fruits and vegetables, if processed pursuant to federal regulations, as exempt from the nutrition standards.

D. Fund-Raising Activities

The District shall ensure that all fundraisers selling food or beverages to students on school campus during the

school day meet the competitive foods nutrition standards set in federal regulations for whole grains, fruits, vegetables, calories, fat, saturated fats, trans fats, sugar, sodium, and caffeine. The District encourages participation in other fund-raising methods, such as selling non-food items or providing activities (physical or otherwise).

E. School and Class Parties, Celebrations, and Events where food and beverages are provided, but not sold

This section applies to food that is provided, but not sold, such as school and classroom parties, snacks which have been brought in for the class or school, and celebrations. The principal of each school, in consultation with the Superintendent, shall set guidelines for the frequency and content of classroom and school-wide celebrations where food and beverages are provided. While food provided at such events is not required to follow federal regulations, to the extent possible, school personnel will model the healthy use of food as a natural part of celebrations.

F. Marketing of Foods and Beverages

1. Any food or beverage that is marketed on school grounds during the school day must meet at least the federal nutrition standards for competitive items.
2. This restriction applies to all school buildings (interior and exterior), school grounds, school buses and other vehicles used to transport students, athletic fields, structures, parking lots, school publications, and items such as vending machines, equipment, posters, garbage cans, or cups.
3. Marketing includes all advertising and promotions: verbal, written, or graphic, or promotional items.
4. This restriction does not apply to personal opinions or expression, or items used for educational purposes.
5. This restriction applies to all purchases and contracts made after the effective date of this provision.

II. Physical Activity

Physical activity is an important factor in staying healthy and being ready to learn. The District encourages every student to develop the knowledge and skills necessary to perform a variety of physical activities, to regularly participate in physical activity, and to appreciate and enjoy physical activity as an ongoing part of a healthy lifestyle. The District's Physical Education program shall adhere to the curricular requirements of the Commissioner of Education and the New York State Learning Standards. The District curriculum maps outline the goals of the Physical Education Curriculum.

III. Nutrition Promotion and Education

The District believes that nutrition promotion and education are key components of introducing and reinforcing healthy behaviors in students. Nutrition promotion and education that teach the knowledge, skills, and values needed to adopt healthy eating behaviors shall be integrated into the curriculum. Nutrition promotion and education information shall be offered throughout the school campus including, but not limited to, school dining areas and classrooms. The District's broader Health Education program shall incorporate the appropriate New York State Learning Standards. The District's curriculum maps note the goals of the Health Curriculum.

IV. Other School-Based Activities

The District may implement other appropriate programs that help create a school environment that conveys consistent wellness messages and is conducive to healthy eating and physical activity. Such activities may include, but are not limited to, health forums or fairs, health newsletters, parent outreach, employee health and wellness activities, reviewing food marketing and advertising in school, hosting or promoting community-wide events, and offering wellness-related courses in the District's in-service program. Additional activities may arise from the school health services program and the counseling program to support health and wellness.

V. Implementation, Monitoring and Review

The Superintendent shall designate the Director of Health Education, Physical Education and Athletics as District Wellness Coordinator responsible for ensuring that the provisions of this policy are carried out throughout the District.

The District Wellness Coordinator shall report to the Board and the public on the implementation and effectiveness of this policy every three years. The District Wellness Coordinator, in consultation with appropriate personnel and advisory committees, shall monitor and review the District's wellness activities to determine the extent that schools are complying with this policy, how this policy compares to model wellness policies, the progress made toward attaining the goals of this policy, and whether this policy is having a positive effect on increasing student wellness and decreasing childhood obesity in the District. Based on those results, this policy, and the specific objectives set to meet its goals, may be revised as needed. Any recommended changes will be included in the three-year assessment report to the Board of Education.

The District will establish a Health and Wellness Advisory Committee, chaired by the District Wellness Coordinator, to

participate in the implementation and periodic review of this wellness policy. The committee will consist of administrators, teachers, parents, students, community members, and other health and wellness professionals who can provide knowledge and expertise. Participation will be solicited via school newsletters and/or the District website, and the committee will meet at least two times per year.

The District shall inform the public about the content and implementation of this policy through the District website and/or through school newsletters.

Ref:

Section 204 of [Public Law 108-265](#) Child Nutrition and WIC Reauthorization Act of 2004.

[P.L. 111-296](#) (The Healthy, Hunger-Free Kids Act of 2010), §204 amending [42 USC §1758b](#)

[42 USC §1779](#) (Child Nutrition Act)

[7 CFR §§210.10; 210.11; 210.12; 210.15; 210.18; 210.30](#) (National School Lunch Program participation requirements - nutrition standards for lunch and competitive foods; community involvement; recordkeeping; state review; local wellness policy)

[7 CFR §§220.8; 220.12](#) (School Breakfast Program participation requirements - nutrition standards for meals and competitive foods)

[8 NYCRR Part 135](#) (Health and Physical Education curricular requirements); [§114.1](#) (School Breakfast Program Requirements)

Cross Ref:

5420 Student Health Services

4600 Guidance Programs

New Policy: 6-19-06

Adopted: 6-19-06

Revised and Adopted: 6-11-13

Revised and Adopted: 4-8-14

Revised and Adopted: 3-6-18

Byram Hills School District

HACCP - Based Standard Operating Procedures (SOPs)

Food Service Department

Introduction

Background

The U.S. Department of Agriculture (USDA) has issued guidance for the implementation of Hazard Analysis and Critical Control Point (HACCP) -based food safety programs in schools participating in the National School Lunch Program (NSLP) or the School Breakfast Program (SBP). 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 for the preparation and service of school meals served to children. The requirement is effective in the school year beginning July 1, **2005**. The food safety program must be based on HACCP principles as outlined in the guidance.

All SFAs must have a fully implemented food safety program that complies with HACCP principles or with the optional guidance no later than the end of the **2005-2006** school year. For information specific to the implementation of the guidance in your state, contact your State Agency.

HACCP-Based Standard Operating Procedures (SOPs)

The National Food Service Management Institute (NFSMI) has developed HACCP-based Standard Operating Procedures in conjunction with USDA and FDA. Although the NFSMI SOPs include HACCP-based principles, you should remember that SOPs are only one component of your overall food safety program.

This resource provides sample HACCP-based Standard Operating Procedures (SOPs) and worksheets which contain the minimum elements that can assist you when developing your food safety program. Print the HACCP-based SOPs and complete the worksheets which have been included in this resource and you will see a model for developing your food safety program.

HACCP-based SOPs include the following principles:

- Corrective actions
- Monitoring procedures
- Verification procedures
- Record keeping procedures

Your food safety program should be specific to meet the needs of each food production and food service facility in your district. You may need to modify the SOPs and worksheets so they comply with your State and local requirements. Additional information that will assist you in the development of your food safety program is forthcoming and will be placed on the NFSMI Web site at: www.nfsmi.org.

INDEX

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Cleaning and Sanitizing Food Contact Surfaces

Section 1

PURPOSE: To prevent foodborne illness by ensuring that all food contact surfaces are properly cleaned and sanitized.

SCOPE: This procedure applies to foodservice employees involved in cleaning and sanitizing food contact surfaces.

KEY WORDS: Food Contact Surface, Cleaning, Sanitizing

INSTRUCTIONS:

1. Train foodservice employees on using the procedures in this SOP.
2. Follow State or local health department requirements.
3. Follow manufacturer's instructions regarding the use and maintenance of equipment and use of chemicals for cleaning and sanitizing food contact surfaces. Refer to Storing and Using Poisonous or Toxic Chemicals SOP.
4. If State or local requirements are based on the *2001 FDA Food Code*, wash, rinse, and sanitize food contact surfaces of sinks, tables, equipment, utensils, thermometers, carts, and equipment:
 - Before each use
 - Between uses when preparing different types of raw animal foods, such as eggs, fish, meat, and poultry
 - Between uses when preparing ready-to-eat foods and raw animal foods, such as eggs, fish, meat, and poultry
 - Any time contamination occurs or is suspected
5. Wash, rinse, and sanitize food contact surfaces of sinks, tables, equipment, utensils, thermometers, carts, and equipment using the following procedure:
 - Wash surface with detergent solution.
 - Rinse surface with clean water.
 - Sanitize surface using a sanitizing solution mixed at a concentration specified on the manufacturer's label.
 - Place wet items in a manner to allow air drying.
6. If a 3-compartment sink is used, setup and use the sink in the following manner:
 - In the first compartment, wash with a clean detergent solution at or above 110 °F or at the temperature specified by the detergent manufacturer.
 - In the second compartment, rinse with clean water.
 - In the third compartment, sanitize with a sanitizing solution mixed at a concentration specified on the manufacturer's label or by immersing in hot water at or above 171 °F for 30 seconds. Test the chemical sanitizer concentration by using an appropriate test kit
7. If a dish machine is used:
 - Check with the dishmachine manufacturer to verify that the information on the data plate is correct.
 - Refer to the information on the data plate for determining wash, rinse, and sanitization (final) rinse temperatures; sanitizing solution concentrations; and water pressures, if applicable.
 - Follow manufacturer's instructions for use.
 - Ensure that food contact surfaces reach a surface temperature of 160 °F or above if using hot water to sanitize.

Cleaning and Sanitizing Food Contact Surfaces, continued

MONITORING:

Foodservice employees will:

1. During all hours of operation, visually and physically inspect food contact surfaces of equipment and utensils to ensure that the surfaces are clean.
2. In a 3-compartment sink, on a daily basis:
 - Visually monitor that the water in each compartment is clean.
 - Take the water temperature in the first compartment of the sink by using a calibrated thermometer.
 - If using chemicals to sanitize, test the sanitizer concentration by using the appropriate test kit for the chemical.
 - If using hot water to sanitize, use a calibrated thermometer to measure the water temperature. Refer to Using and Calibrating Thermometers SOPs.

MONITORING, continued:

3. In a dishmachine, on a daily basis:
 - Visually monitor that the water and the interior parts of the machine are clean and free of debris.
 - Continually monitor the temperature and pressure gauges, if applicable, to ensure that the machine is operating according to the data plate.
 - For hot water sanitizing dishmachine, ensure that food contact surfaces are reaching the appropriate temperature by placing a piece of heat sensitive tape on a smallware item or a maximum registering thermometer on a rack and running the item or rack through the dishmachine.
 - For chemical sanitizing dishmachine, check the sanitizer concentration on a recently washed food-contact surface using an appropriate test kit.

CORRECTIVE ACTION:

1. Retrain any foodservice employee found not following the procedures in this SOP.
2. Wash, rinse, and sanitize dirty food contact surfaces. Sanitize food contact surfaces if it is discovered that the surfaces were not properly sanitized. Discard food that comes in contact with food contact surfaces that have not been sanitized properly.
3. In a 3-compartment sink:
 - Drain and refill compartments periodically and as needed to keep the water clean.
 - Adjust the water temperature by adding hot water until the desired temperature is reached.
 - Add more sanitizer or water, as appropriate, until the proper concentration is achieved.
4. In a dishmachine:
 - Drain and refill the machine periodically and as needed to keep the water clean.
 - Contact the appropriate individual(s) to have the machine repaired if the machine is not reaching the proper wash temperature indicated on the data plate.
 - For a hot water sanitizing dishmachine, retest by running the machine again. If the appropriate surface temperature is still not achieved on the second run, contact the appropriate individual(s) to have the machine repaired. Wash, rinse, and sanitize in the 3-compartment sink until the machine is repaired or use disposable single service/single-use items if a 3-compartment sink is not available.
 - For a chemical sanitizing dishmachine, check the level of sanitizer remaining in bulk container. Fill, if needed. "Prime" the machine according to the manufacturer's instructions to ensure that the sanitizer is being pumped through

Cleaning and Sanitizing Food Contact Surfaces, continued**CORRECTIVE ACTION, continued:**

the machine. Retest. If the proper sanitizer concentration level is not achieved, stop using the machine and contact the appropriate individual(s) to have it repaired. Use a 3-compartment sink to wash, rinse, and sanitize until the machine is repaired.

VERIFICATION AND RECORD KEEPING:

Foodservice employees will record monitoring activities and any corrective action taken on the Food Contact Surfaces Cleaning and Sanitizing Log. The senior food service helper or the cook manager will verify that foodservice employees have taken the required temperatures and tested the sanitizer concentration by visually monitoring foodservice employees during the shift and reviewing, initialing, and dating the Food Contact Surfaces Cleaning and Sanitizing Log. The log will be kept on file for at least 1 year. The senior food service helper or the cook manager will complete the Food Safety Checklist daily. The Food Safety Checklist is to be kept on file for a minimum of 1 year.

Controlling Time and Temperature During Preparation**Section 2**

PURPOSE: To prevent foodborne illness by limiting the amount of time that potentially hazardous foods are held in the temperature danger zone during preparation.

SCOPE: This procedure applies to foodservice employees who prepare food.

KEY WORDS: Cross-Contamination, Time and Temperature Control, Food Preparation, Temperature Danger Zone

INSTRUCTIONS:

1. Train foodservice employees on using the procedures in this SOP. Refer to the Using and Calibrating Thermometers SOP.
2. Follow State or local health department requirements.
3. Wash hands prior to preparing foods. Refer to the Washing Hands SOP.
4. Use clean and sanitized equipment and utensils while preparing food.
5. Separate raw foods from ready-to-eat foods by keeping them in separate containers until ready to use and by using separate dispensing utensils. Refer to the Preventing Cross-Contamination During Storage and Preparation SOP.
6. Pre-chill ingredients for cold foods, such as sandwiches, salads, and cut melons, to 40 °F or below before combining with other ingredients.
7. Prepare foods as close to serving times as the menu will allow.
8. Prepare food in small batches.
9. Limit the time for preparation of any batches of food so that ingredients are not at room temperature for more than 30 minutes before cooking, serving, or being returned to the refrigerator.
10. If potentially hazardous foods are not cooked or served immediately after preparation, quickly chill. Refer to the Cooling Potentially Hazardous Foods SOP.

MONITORING:

1. Use a clean, sanitized, and calibrated probe thermometer, preferably a thermocouple.
2. Take at least two internal temperatures from each pan of food at various stages of preparation.
3. Monitor the amount of time that food is in the temperature danger zone. It should not exceed 4 hours.

CORRECTIVE ACTIONS:

1. Retrain any foodservice employee found not following the procedures in this SOP.
2. Begin the cooling process immediately after preparation is complete for any foods that will be served hot.
3. Rapidly cool ready-to-eat foods or foods that will be cooked at a later time.
4. Immediately return ingredients to the refrigerator if the anticipated preparation completion time is expected to exceed 30 minutes.
5. Discard food held in the temperature danger zone for more than 4 hours.

VERIFICATION AND RECORD KEEPING:

Foodservice employees will record the date, product name, start and end times of production, the two temperature measurements taken, any corrective actions taken, and the amount of food prepared on the Production Log. The senior food service helper or the cook manager will verify that foodservice employees are taking the required temperatures and following the proper preparation procedure by visually monitoring foodservice employees during the shift and reviewing, initialing, and dating the Production Log daily. Maintain the Production Log as directed by your State agency. The senior food service helper or the cook manager will complete the Food Safety Checklist daily. The Food Safety Checklist is to be kept on file for a minimum of 1 year.

Cooking Potentially Hazardous Foods

Section 3

PURPOSE: To prevent foodborne illness by ensuring that all foods are cooked to the appropriate internal temperature.

SCOPE: This procedure applies to foodservice employees who prepare or serve food.

KEY WORDS: Cross-Contamination, Temperatures, Cooking

INSTRUCTIONS:

1. Train foodservice employees on using the procedures in this SOP. Refer to the Using and Calibrating Thermometers SOP.
2. Follow State or local health department requirements.
3. If a recipe contains a combination of meat products, cook the product to the highest required temperature.
4. If State or local health department requirements are based on the *2001 FDA Food Code*, cook products to the following temperatures:
 - a. 165 °F for 15 seconds
 - Seafood, beef, and pork
 - Eggs cooked to order that are placed onto a plate and immediately served
 - b. 165 °F for 15 seconds
 - Ground products containing beef, pork, or fish
 - Fish nuggets or sticks
 - Eggs held on a steam table
 - Cubed or Salisbury steaks
 - c. 170 °F for 15 seconds
 - Poultry
 - Stuffed fish, pork, or beef
 - Pasta stuffed with eggs, fish, pork, or beef (such as lasagna or manicotti)
 - d. 15 °F for 15 seconds
 - Fresh, frozen, or canned fruits and vegetables that are going to be held on a steam table or in a hotbox

MONITORING:

1. Use a clean, sanitized, and calibrated probe thermometer, preferably a thermocouple.
2. Avoid inserting the thermometer into pockets of fat or near bones when taking internal cooking temperatures.
3. Take at least two internal temperatures from each batch of food by inserting the thermometer into the thickest part of the product which usually is in the center.
4. Take at least two internal temperatures of each large food item, such as a turkey, to ensure that all parts of the product reach the required cooking temperature.

CORRECTIVE ACTION:

1. Retrain any foodservice employee found not following the procedures in this SOP.
2. Continue cooking food until the internal temperature reaches the required temperature.

VERIFICATION AND RECORD KEEPING:

Foodservice employees will record product name, time, the two temperatures/times, and any corrective action taken on the Cooking and Reheating Temperature Log.

Senior food service helper or the cook manager will verify that foodservice employees has taken the required cooking temperatures by visually monitoring foodservice employees and preparation procedures during the shift and reviewing, initialing, and dating the temperature log at the close of each day. The Cooking and Reheating Temperature Log is to be kept on file for a minimum of 1 year.

Cooling Potentially Hazardous Foods

Section 4

PURPOSE: To prevent foodborne illness by ensuring that all potentially hazardous foods are cooled properly.

SCOPE:: This procedure applies to foodservice employees who prepare or serve food.

KEY WORDS: Cross-Contamination, Temperatures, Cooling, Holding

INSTRUCTIONS:

1. Train foodservice employees on using the procedures in this SOP. Refer to the Using and Calibrating Thermometers SOP.
2. Follow State or local health department requirements.
3. Modify menus, production schedules, and staff work hours to allow for implementation of proper cooling procedures.
4. Prepare and cool food in small batches.
5. Chill food rapidly using an appropriate cooling method:
 - Place food in shallow containers no more than 4 inches deep and uncovered on the top shelf in the back of the walk-in or reach-in cooler.
 - Use a quick-chill unit such as a blast chiller.
 - Stir the food in a container placed in an ice water bath.
 - Add ice as an ingredient.
 - Separate food into smaller or thinner portions.
 - Pre-chill ingredients and containers used for making bulk items such as salads.
6. If State or local requirements are based on the **2001 FDA Food Code**, chill cooked, hot food from:
 - 135 °P to 70 °P within 2 hours. Take corrective action immediately if food is not chilled from 135 °P to 70 °P within 2 hours.
 - 70 °F to 41 °F or below in remaining time. The total cooling process from 135 °P to 41 °P may not exceed 6 hours. Take corrective action immediately if food is not chilled from 135 °P to 41 °P within the 6 hour cooling process.
7. Chill prepared, ready-to-eat foods such as tuna salad and cut melons from 70 °P to 41 °F or below within 4 hours. Take corrective action immediately if ready-to-eat food is not chilled from 70 °P to 41 °P within 4 hours.

MONITORING:

1. Use a clean, sanitized, and calibrated probe thermometer to measure the internal temperature of the food during the cooling process.
2. Monitor temperatures of products every hour throughout the cooling process by inserting a probe thermometer into the center of the food and at various locations in the product.

CORRECTIVE: ACTION:

1. Retrain any foodservice employee found not following the procedures in this SOP.
2. Reheat cooked; hot food to 165 °P for 15 seconds and start the cooling process again using a different cooling method when the food is:
 - Above 70 °P and 2 hours or less into the cooling process; and
 - Above 41 °P and 6 hours or less into the cooling process.
3. Discard cooked, hot food immediately when the food is:
 - Above 70 °F and more than 2 hours into the cooling process; or
 - Above 41 °F and more than 6 hours into the cooling process.
3. Use a different-cooling method for prepared ready-to-eat foods when the food is above 41 °F and less than 4 hours into the cooling process.
4. Discard prepared ready-to-eat foods when the food is above 41 °F and more than 4 hours into the cooling process.

Cooling Potentially Hazardous Foods, continued**VERIFICATION AND RECORD KEEPING:**

Foodservice employees will record temperatures and corrective actions taken on the Cooling Temperature Log. Foodservice employees will record if there are no foods cooled on any working day by indicating "No Foods Cooled" on the Cooling Temperature Log. The senior food service helper or cook manager will verify that foodservice employees are cooling food properly by visually monitoring food service employees during the shift and reviewing, initialing, and dating the temperature log each working day. The Cooling Temperature Logs are to be kept on file for a minimum of 1 year.

Date Marking Ready-to-Eat, Potentially Hazardous Food**Section 5**

PURPOSE: To ensure appropriate rotation of ready-to-eat food to prevent or reduce foodborne illness from *Listeria monocytogenes*.

SCOPE: This procedure applies to food service employees who prepare, store, or serve food.

KEY WORDS: Ready-to-Eat Food, Potentially Hazardous Food, Date Marking, Cross-Contamination

INSTRUCTIONS:

1. Train foodservice employees on using the procedures in this SOP. The best practice for a date marking system would be to include a label with the product name, the day or date, and time it is prepared or opened. Examples of how to indicate when the food is prepared or opened include:
 - Labeling food with a calendar date, such as "cut cantaloupe, 5/26/05, 8:00 a.m.,"
 - Identifying the day of the week, such as "cut cantaloupe, Monday, 8:00 a.m.," or
 - Using color-coded marks or tags, such as cut cantaloupe, blue dot, 8:00 a.m. means "cut on Monday at 8:00 a.m."
2. Follow State or local health department requirements.
3. Label ready-to-eat, potentially hazardous foods that are prepared on-site and held for more than 24 hours.
4. Label any processed, ready-to-eat, potentially hazardous foods when opened, if they are to be held for more than 24 hours.
5. Refrigerate all ready-to-eat, potentially hazardous foods at 40 °F or below.
6. Serve or discard refrigerated, ready-to-eat, potentially hazardous foods within 7 days.
7. Indicate with a separate label the date prepared, the date frozen, and the date thawed of any refrigerated, ready-to-eat, potentially hazardous foods.
8. Calculate the 7-day time period by counting only the days that the food is under refrigeration. For example:
 - On Monday, 8/1/05, lasagna is cooked, properly cooled, and refrigerated with a label that reads, "Lasagna, Cooked, 8/1/05."
 - On Tuesday, 8/2/05, the lasagna is frozen with a second label that reads, "Frozen, 8/2/05." Two labels now appear on the lasagna. Since the lasagna was held under refrigeration from Monday, 8/1/05 - Tuesday, 8/2/05, only 1 day is counted towards the 7-day time period.

INSTRUCTIONS, continued:

- On Tuesday 8/16/05 the lasagna is pulled out of the freezer. A third label is placed on the lasagna that reads, "Thawed, 8/16/05." All three labels now appear on the lasagna. The lasagna must be served or discarded within 6 days.

MONITORING:

A designated employee will check refrigerators daily to verify that foods are date marked and that foods exceeding the 7-day time period are not being used or stored.

CORRECTIVE ACTION:

1. Retrain any foodservice employee found not following the procedures in this SOP.
2. Foods that are not date marked or that exceed the 7-day time period will be discarded.

VERIFICATION AND RECORD KEEPING:

The senior foodservice helper or cook manager will complete the Food Safety Checklist daily. The Food Safety Checklist is to be kept on file for a minimum of 1 year.

Handling a Food Recall

Section 6

PURPOSE: To prevent foodborne illness in the event of a product recall.

SCOPE: This procedure applies to foodservice employees who prepare or serve food.

KEY WORDS: Food Recalls

INSTRUCTIONS:

1. Train foodservice employees on using the procedures in this SOP.
2. Follow State or local health department requirements.
3. Review the food recall notice and specific instructions that have been identified in the notice.
4. Communicate the food recall notice to feeding sites.
5. Hold the recalled product using the following steps:
 - Physically segregate the product, including any open containers, leftover product, and food items in current production that items contain the recalled product.
 - If an item is suspected to contain the recalled product, but label information is not available, follow the district's procedure for disposal.
6. Mark recalled product "Do Not Use" and "Do Not Discard." Inform the entire staff not to use the product.
7. Do not destroy any USDA commodity food without official written notification from the State Distributing Agency, USDA Food Safety Inspection Services (PSIS), or State or local health department.
8. Inform the school district's public relations coordinator of the recalled product.
9. Identify and record whether any of the product was received in the district, locate the food recall product by feeding site, and verify that the food items bear the product identification code(s) and production date(s) listed in the recall notice.
10. Obtain accurate inventory counts of the recalled products from every feeding site, including the amount in inventory and amount used.
11. Account for all recalled product by verifying inventory counts against records of food received at the feeding site.

MONITORING:

Food service employees and cook manager will visually observe that school sites have segregated and secured all recalled products.

CORRECTIVE ACTION:

1. Retrain any foodservice employee found not following the procedures in this SOP.
2. Determine if the recalled product is to be returned and to whom, or destroyed and by whom.
3. Notify feeding site staff of procedures, dates, and other specific directions to be followed for the collection or destruction of the recalled product.
4. Consolidate the recall product as quickly as possible, but no later than 30 days after the recall notification.
5. Conform to the recall notice using the following steps:
 - Report quantity and site where product is located to manufacturer, distributor, or State agency for collection. The quantity and location of the affected USDA commodity food must be submitted to the State Distributing Agency within 10 calendar days of the recall.
 - Obtain the necessary documents from the State Distributing Agency for USDA commodity foods. Submit necessary documentation for reimbursement of food costs.
 - Complete and maintain all required documentation related to the recall including:
 - Recall notice
 - Records of how food product was returned or destroyed
 - Reimbursable costs
 - Public notice and media communications
 - Correspondence to and from the public health department and State agency

Handling a Food Recall, continued

VERIFICATION AND RECORD KEEPING

Foodservice employees will record the name of the contaminated food, date, time, and the reason why the food was discarded on the Damaged or Discarded Product Log. The senior food service helper or cook manager will verify that appropriate corrective actions are being taken by reviewing, initialing, and dating the Damaged or Discarded Product Log each day. Maintain the Damaged or Discarded Product Logs for a minimum of 1 year.

Holding Hot and Cold Potentially Hazardous Foods

Section 7

PURPOSE: To prevent foodborne illness by ensuring that all potentially hazardous foods are held under the proper temperature.

SCOPE: This procedure applies to foodservice employees who prepare or serve food.

KEY WORDS: Cross-Contamination, Temperatures, Holding, Hot Holding, Cold Holding, Storage

INSTRUCTIONS:

1. Train foodservice employees on using the procedures in this SOP. Refer to the Using and Calibrating Thermometers SOP.
2. Follow State or local health department requirements.
3. If State or local health department requirements are based on the *2001 FDA Food Code*:
 - Hold hot foods at 140 °F or above
 - Hold cold foods at 40 °F or below
4. Preheat steam tables and hot boxes.

MONITORING:

1. Use a clean, sanitized, and calibrated probe thermometer to measure the temperature of the food.
2. Take temperatures of foods by inserting the thermometer near the surface of the product, at the thickest part, and at other various locations.
3. Take temperatures of holding units by placing a calibrated thermometer in the coolest part of a hot holding unit or warmest part of a cold holding unit.
4. For hot foods held for service:
 - Verify that the air/water temperature of any unit is at 140 °F or above before use.
 - Reheat foods in accordance with the Reheating for Hot Holding SOP.
 - All hot potentially hazardous foods should be 140 °F or above before placing the food out for display or service.
 - Take the internal temperature of food before placing it on a steam table or in a hot holding unit and at least every 2 hours thereafter.

MONITORING, continued:

5. For cold foods held for service:
 - Verify that the air/water temperature of any unit is at 41 °F or below before use.
 - Chill foods, if applicable, in accordance with the Cooling Potentially Hazardous Foods SOP.
 - All cold potentially hazardous foods should be 41 °F or below before placing the food out for display or service.
 - Take the internal temperature of the food before placing it onto any salad bar, display cooler, or cold serving line and at least every 2 hours thereafter.
6. For cold foods in storage:
 - Take the internal temperature of the food before placing it into any walk-in cooler or reach-in cold holding unit.
 - Chill food in accordance with the Cooling Potentially Hazardous Foods SOP if the food is not 41 °F or below.
 - Verify that the air temperature of any cold holding unit is at 41 °F or below before use and at least every 4 hours thereafter during all hours of operation.

Holding Hot and Cold Potentially Hazardous Foods, continued

CORRECTIVE ACTION:

1. Retrain any foodservice employee found not following the procedures in this SOP.
2. For hot foods:
 - Reheat the food to 165 °F for 15 seconds if the temperature is found to be below 140 °F and the last temperature measurement was 140 °F or higher and taken within the last 2 hours. Repair or reset holding equipment before returning the food to the unit, if applicable.
 - Discard the food if it cannot be determined how long the food temperature was below 140 °F.
3. For cold foods:
 - Rapidly chill the food using an appropriate cooling method if the temperature is found to be above 41 °P and the last temperature measurement was 40 °P or below and taken within the last 2 hours:
 - Place food in shallow containers (no more than 4 inches deep) and uncovered on the top shelf in the back of the walk-in or reach-in cooler.
 - Use a quick-chill unit like a blast chiller.
 - Stir the food in a container placed in an ice water bath.
 - Add ice as an ingredient.
 - Separate food into smaller or thinner portions.
4. Repair or reset holding equipment before returning the food to the unit, if applicable.
5. Discard the food if it cannot be determined how long the food temperature was above 40 °F.

VERIFICATION AND RECORD KEEPING:

Foodservice employees will record temperatures of food items and document corrective actions taken on the Hot and Cold Holding Temperature Log. A designated foodservice employee will record air temperatures of coolers and cold holding units on the Refrigeration Logs. The senior food service helper or cook manager will verify that foodservice employees have taken the required holding temperatures by visually monitoring foodservice employees during the shift and reviewing the temperature logs at the close of each day. The temperature logs are to be kept on file for a minimum of 1 year.

Personal Hygiene

Section 8

PURPOSE: To prevent contamination of food by foodservice employees.

SCOPE: This procedure applies to foodservice employees who handle, prepare, or serve food.

KEY WORDS: Personal Hygiene, Cross-Contamination, Contamination

INSTRUCTIONS:

1. Train foodservice employees on using the procedures in this SOP.
2. Follow State or local health department requirements.
3. Follow the Employee Health Policy. (Employee health policy is not included in this resource.)
4. Report to work in good health, clean, and dressed in clean attire.
5. Change apron when it becomes soiled.
6. Wash hands properly, frequently, and at the appropriate times.
7. Keep fingernails trimmed, filed, and maintained so that the edges are cleanable and not rough.
8. Avoid wearing artificial fingernails and fingernail polish.
9. Wear single-use gloves.
10. Do not wear any jewelry except for a plain ring such as a wedding band.
11. Treat and bandage wounds and sores immediately. Gloves must be worn.
12. Cover a lesion containing pus with a bandage. If the lesion is on a hand or wrist, cover with an impermeable cover such as a finger cot or stall and a single-use glove.
13. Eat, drink, or chew gum only in designated break areas where food or food contact surfaces may not become contaminated.
14. Taste food the correct way:
 - Place a small amount of food into a separate container.
 - Step away from exposed food and food contact surfaces.
 - Use a teaspoon to taste the food. Remove the used teaspoon and container to the dish room. Never reuse a spoon that has already been used for tasting.
 - Wash hand immediately.
15. Wear suitable and effective hair restraints while in the kitchen.

MONITORING:

- A designated foodservice employee will inspect employees when they report to work to be sure that each employee is following this SOP.
- The designated foodservice employee will monitor that all foodservice employees are adhering to the personal hygiene policy during all hours of operation.

CORRECTIVE ACTION:

1. Retrain any foodservice employee found not following the procedures in this SOP.
2. Discard affected food.

VERIFICATION AND RECORD KEEPING:

The foodservice manager will verify that foodservice employees are following this SOP by visually observing the employees during all hours of operation. The senior food service helper or cook manager will complete the Food Safety Checklist daily. Foodservice employees will record any discarded food on the Damaged or Discarded Product Log. The Food Safety Checklist and Damaged or Discarded Product Logs are to be kept on file for a minimum of 1 year.

Preventing Contamination at Food Bars

Section 9

PURPOSE: To prevent foodborne illness by ensuring that all items held on food bars are protected from contamination.

SCOPE: This procedure applies to anyone who is responsible for maintaining and monitoring the self-service food bars.

KEY WORDS: Contamination, Self-Service, Salad Bars, Food Bars

INSTRUCTIONS:

1. Train foodservice employees on using the procedures in this SOP.
2. Follow State or local health department requirements.
3. Follow Employee Health Policy, Personal Hygiene, and Washing Hands SOPs. (Employee health policy is not included in this resource.)
4. Follow manufacturer's instructions for pre-heating and pre-chilling food bar equipment before use.
5. Place all exposed food under sneeze guards.
6. Provide an appropriate clean and sanitized utensil for each container on the food bar.
7. Replace existing containers of food with new containers when replenishing the food bar.
8. Assist customers who are unable to properly use utensils.
9. Ensure that customers use a clean dish when returning to the food bar.
10. Store eating utensils with the handles up or in a manner to prevent customers from touching the food contact surfaces.
11. Avoid using spray chemicals to clean food bars when in use.

MONITORING:

1. Monitor and record temperatures of food in accordance with the Holding Hot and Cold Potentially Hazardous Foods SOP.
2. Continually monitor food containers to ensure that utensils are stored on a clean and sanitized surface or in the containers with the handles out of the food.
3. Continually monitor customers' use of the food bar to ensure that customers are not:
 - Touching food with their bare hands
 - Coughing, spitting, or sneezing on the food
 - Placing foreign objects in the food
 - Using the same plate for subsequent trips

CORRECTIVE ACTION:

1. Retrain any foodservice employee found not following the procedures in this SOP.
2. Remove and discard contaminated food.
3. Demonstrate to customers how to properly use utensils.
4. Discard the food if it cannot be determined how long the food temperature was above 40 °F or below 140 °F.

VERIFICATION AND RECORD KEEPING:

The senior food service helper or cook manager will verify that foodservice employees are assigned to maintain food bars during all hours of operation. Foodservice employees will record temperatures of food items and document corrective actions taken on the Hot and Cold Holding Temperature Log. The foodservice manager will complete the Food Safety Checklist daily. This form is to be kept on file for a minimum of 1 year.

Foodservice employees will document any discarded food on the Damaged or Discarded Product Log. The senior food service helper or cook manager will verify that appropriate corrective actions are being taken by reviewing, initialing, and dating the Damaged or Discarded Product Log each day. The Hot and Cold Holding Temperature Log and the Damaged or Discarded Product Log are to be kept on file for a minimum of 1 year.

Preventing Cross-Contamination During Storage and Preparation**Section 10**

PURPOSE: To reduce foodborne illness by preventing unintentional contamination of food.

SCOPE: This procedure applies to anyone who is responsible for receiving, storing, preparing, and serving food.

KEY WORDS: Cross-Contamination, Preparation, Contamination, Storage, Receiving

INSTRUCTIONS:

1. Train foodservice employees on using the procedures in this SOP.
2. Follow State or local health department requirements.
3. Wash hands properly. Refer to the Washing Hands SOP.
4. Avoid touching ready-to-eat food with bare hands. Refer to Using Suitable Utensils When Handling Ready-To-Eat Foods SOP.
5. Separate raw animal foods, such as eggs, fish, meat, and poultry, from ready-to-eat foods, such as lettuce, cut melons, and lunch meats during receiving, storage, and preparation.
6. Separate different types of raw animal foods, such as eggs, fish, meat, and poultry, from each other, except when combined in recipes.
7. Store raw animal foods in refrigerators or walk-in coolers by placing the raw animal foods on shelves in order of cooking temperatures with the raw animal food requiring the highest cooking temperature, such as chicken, on the lowest shelf.
8. Separate unwashed fruits and vegetables from washed fruits and vegetables and other ready-to-eat foods.
9. Use only dry, cleaned, and sanitized equipment and utensils. Refer to Cleaning and Sanitizing Food Contact Surfaces SOP for proper cleaning and sanitizing procedure.
10. Touch only those surfaces of equipment and utensils that will not come in direct contact with food.
11. Place food in covered containers or packages, except during cooling, and store in the walk-in refrigerator or cooler.
12. Designate an upper shelf of a refrigerator or walk-in cooler as the "cooling" shelf. Uncover containers of food during the initial quick cool-down phase to facilitate cooling.
13. Clean the exterior surfaces of food containers, such as cans and jars, of visible soil before opening.
14. Store damaged goods in a separate location. Refer to Segregating Damaged Goods SOP.

MONITORING:

A designated foodservice employee will continually monitor food storage and preparation to ensure that food is not cross-contaminated.

CORRECTIVE ACTION:

1. Retrain any foodservice employee found not following the procedures in this SOP.
2. Separate foods found improperly stored.
3. Discard ready-to-eat foods that are contaminated by raw eggs, raw fish, raw meat, or raw poultry.

VERIFICATION AND RECORD KEEPING:

The senior food service helper or cook manager will visually observe that employees are following these procedures and taking all necessary corrective actions during all hours of operation. The senior food service helper or cook manager will periodically check the storage of foods during hours of operation and complete the Food Safety Checklist daily. The Food Safety Checklist will be kept on file for a minimum of 1 year.

Foodservice employees will document any discarded food on the Damaged and Discarded Product Log. The foodservice manager will verify that appropriate corrective actions are being taken by reviewing, initialing, and dating the Damaged and Discarded Product Log each day. The Damaged and Discarded Product Log is to be kept on file for a minimum of 1 year.

Receiving Deliveries

Section 11

PURPOSE: To ensure that all food is received fresh and safe when it enters the foodservice operation and to transfer food to proper storage as quickly as possible.

SCOPE: This procedure applies to foodservice employees who handle, prepare, or serve food.

KEY WORDS: Cross-Contamination, Temperatures, Receiving, Holding, Frozen Goods, Delivery

INSTRUCTIONS:

1. Train foodservice employees on using the procedures in this SOP.
2. Follow State or local health department requirements.
3. Schedule deliveries to arrive at designated times during operational hours.
4. Post the delivery schedule, including the names of vendors, days and times of deliveries, and drivers' names.
5. Establish a rejection policy to ensure accurate, timely, consistent, and effective refusal and return of rejected goods.
6. Organize freezer and refrigeration space, loading docks, and store rooms before deliveries.
7. Gather product specification lists and purchase orders, temperature logs, calibrated thermometers, pens, flashlights, and clean loading carts before deliveries. Refer to the Using and Calibrating Thermometers SOP.
8. Keep receiving area clean and well lighted.
9. Do not touch ready-to-eat foods with bare hands.
10. Determine whether foods will be marked with the date arrival or the "use by" date and mark accordingly upon receipt.
11. Compare delivery invoice against products ordered and products delivered.
12. Transfer foods to their appropriate locations as quickly as possible.

MONITORING:

1. Inspect the delivery truck when it arrives to ensure that it is clean, free of putrid odors, and organized to prevent cross-contamination. Be sure refrigerated foods are delivered on a refrigerated truck.
2. Check the interior temperature of refrigerated trucks.
3. Confirm vendor name, day and time of delivery, as well as driver's identification before accepting delivery. If driver's name is different from what is indicated on the delivery schedule, contact the vendor immediately.
4. Check frozen foods to ensure that they are all frozen solid and show no signs of thawing and refreezing, such as the presence of large ice crystals or liquids on the bottom of cartons.
5. Check the temperature of refrigerated foods.
 - a. For fresh meat, fish, and poultry products, insert a clean and sanitized thermometer into the center of the product to ensure a temperature of 40 °F or below. The temperature of milk should be 40 °F or below.
 - b. For packaged products, insert a food thermometer between two packages being careful not to puncture the wrapper. If the temperature exceeds 40 °F, it may be necessary to take the internal temperature before accepting the product.
 - c. For eggs, the interior temperature of the truck should be 40 °F or below.
6. Check dates of milk, eggs, and other perishable goods to ensure safety and quality.
7. Check the integrity of food packaging.
8. Check the cleanliness of crates and other shipping containers before accepting products. Reject foods that are shipped in dirty crates.

Receiving Deliveries, continued

CORRECTIVE ACTION:

1. Retrain any foodservice employee found not following the procedures in this SOP.
2. Reject the following:
 - Frozen foods with signs of previous thawing
 - Cans that have signs of deterioration, such as swollen sides or ends, flawed seals or seams, dents, or rust
 - Punctured packages
 - Foods with out-dated expiration dates
 - Foods that are out of safe temperature zone or deemed unacceptable by the established rejection policy

VERIFICATION AND RECORD KEEPING:

Record the temperature and the corrective action on the delivery invoice or on the Receiving Log. The foodservice manager will verify that foodservice employees are receiving products using the proper procedure by visually monitoring receiving practices during the shift and reviewing the Receiving Log at the close of each day. Receiving Logs are kept on file for a minimum of 1 year.

Reheating Potentially Hazardous Foods

Section 12

PURPOSE: To prevent foodborne illness by ensuring that all foods are reheated to the appropriate internal temperature.

SCOPE: This procedure applies to foodservice employees who prepare or serve food.

KEY WORDS: Cross-Contamination, Temperatures, Reheating, Holding, Hot Holding

INSTRUCTIONS:

1. Train foodservice employees on using the procedures in this SOP. Refer to the Using and Calibrating Thermometers SOP.
2. Follow State or local health department requirements.
3. If State or local requirements are based on the **2011 FDA Food Code**, heat processed, ready-to-eat foods from a package or can, such as canned green beans or prepackaged breakfast burritos, to an internal temperature of at least 140 °F for 15 seconds for hot holding.
4. Reheat the following products to 165 °F for 15 seconds:
 - Any food that is cooked, cooled, and reheated for hot holding
 - Leftovers reheated for hot holding
 - Products made from leftovers, such as soup
 - Precooked, processed foods that have been previously cooled
5. Reheat food for hot holding in the following manner if using a microwave oven:
 - Heat processed, ready-to-eat foods from a package or can to at least 135 °F for 15 seconds
 - Heat leftovers to 165 °F for 15 seconds
 - Rotate (or stir) and cover foods while heating
 - Allow to sit for 2 minutes after heating
6. Reheat all foods rapidly. The total time the temperature of the food is between 41 °F and 165 °F may not exceed 2 hours.
7. Serve reheated food immediately or transfer to an appropriate hot holding unit.

MONITORING:

1. Use a clean, sanitized, and calibrated probe thermometer.
2. Take at least two internal temperatures from each pan of food.

CORRECTIVE ACTION:

1. Retrain any foodservice employee found not following the procedures in this SOP.
2. Continue reheating and heating food if the internal temperature does not reach the required temperature.

VERIFICATION AND RECORD KEEPING:

Foodservice employees will record product name, time, the two temperatures/times, and any corrective action taken on the Cooking and Reheating Temperature Log. Senior food service helper or cook manager will verify that foodservice employees have taken the required reheating temperatures by visually monitoring foodservice employees during the shift and reviewing, initialing, and dating the Cooking and Reheating Temperature Log at the close of each day. The temperature logs are kept on file for a minimum of 1 year.

Serving Food

Section 13

PURPOSE: To prevent foodborne illness by ensuring that all foods are served in a sanitary manner.

SCOPE: This procedure applies to foodservice employees who serve food.

KEY WORDS: Cross-Contamination, Service

INSTRUCTIONS:

1. Train foodservice employees on using the procedures in this SOP. Refer to the Using and Calibrating Thermometers SOP.
2. Follow State or local health department requirements.
3. Follow the employee health policy. (Employee health policy is not included in this resource.)
4. Wash hands before putting on gloves, each time the gloves are changed, when changing tasks, and before serving food with utensils. Refer to the Washing Hands SOP.
5. Avoid touching foods with bare hands. Refer to the Using Suitable Utensils when Handling Ready-To-Eat Foods SOP.
6. Handle plates by the edge or bottom; cups by the handle or bottom; and utensils by the handles.
7. Store utensils with the handles up or by other means to prevent contamination.
8. Hold potentially hazardous food at the proper temperature. Refer to the Holding Hot and Cold Potentially Hazardous Foods SOP.
9. Serve food with clean and sanitized utensils.
10. Store in-use utensils properly. Refer to the Storing In-Use Utensils SOP.
11. Date mark and cool potentially hazardous foods or discard leftovers. Refer to the Date Marking Ready-to-Eat, Potentially Hazardous Foods, and Cooling Potentially Hazardous Foods SOPs.

MONITORING:

A designated foodservice employee will visually observe that food is being served in a manner that prevents contamination during all hours of service.

CORRECTIVE ACTION:

1. Retrain any foodservice employee found not following the procedures in this SOP.
2. Replace improperly handled plates, cups, or utensils.
3. Discard ready-to-eat food that has been touched with bare hands.
4. Follow the corrective actions identified in the Washing Hands; Using Suitable Utensils When Handling Ready-To-Eat Foods; Date Marking Ready-to-Eat, Potentially Hazardous Foods; Cooling Potentially Hazardous Foods; and Holding Hot and Cold Potentially Hazardous Foods SOPs.

VERIFICATION AND RECORD KEEPING:

The senior food service helper or cook manager will periodically check the storage and use of utensils during service. In addition, the senior food service helper or cook manager will complete the Food Safety Checklist daily. The Food Safety Checklist is to be kept on file for a minimum of 1 year.

Storing and Using Poisonous or Toxic Chemicals

Section 14

PURPOSE: To prevent foodborne illness by chemical contamination.

SCOPE: This procedure applies to foodservice employees who use chemicals in the kitchen.

KEY WORDS: Chemicals, Cross-Contamination, Contamination, Material Safety Data Sheet

INSTRUCTIONS:

1. Train foodservice employees on using the procedures in this SOP.
2. Follow State or local health department requirements.
3. Designate a location for storing the Material Safety Data Sheets (MSDS).
4. Follow manufacturer's directions for specific mixing, storing, and first aid instructions on the chemical containers in the MSDS.
5. Label and date all poisonous or toxic chemicals with the common name of the substance.
6. Store all chemicals in a designated secured area away from food and food contact surfaces using spacing or partitioning.
7. Limit access to chemicals by use of locks, seals, or key cards.
8. Maintain an inventory of chemicals.
9. Store only chemicals that are necessary to the operation and maintenance of the kitchen.
10. Mix, test, and use sanitizing solutions as recommended by the manufacturer and the State or local health department.
11. Use the appropriate chemical test kit to measure the concentration of sanitizer each time a new batch of sanitizer is mixed.
12. Do not use chemical containers for storing food or water.
13. Use only hand sanitizers that comply with the *2001 FDA Food Code*. Confirm with the manufacturer that the hand sanitizers used meet the requirements of the *2001 FDA Food Code*.
14. Label and store first aid supplies in a container that is located away from food or food contact surfaces.

MONITORING:

Foodservice employees and foodservice manager will visually observe that chemicals are being stored, labeled, and used properly during all hours of operation.

CORRECTIVE ACTION:

1. Retrain any foodservice employee found not following the procedures in this SOP.
2. Discard any food contaminated by chemicals.
3. Label and properly store any unlabeled or misplaced chemicals.

VERIFICATION AND RECORD KEEPING:

The senior food service helper or cook manager will complete the Food Safety Checklist daily to indicate that monitoring is completed. Foodservice employees will record the name of the contaminated food, date, time, and the reason why the food was discarded on the Damaged and Discarded Product Log. The senior food service helper or cook manager will verify that appropriate corrective actions are being taken by reviewing, initialing, and dating the Damaged and Discarded Product Log each day. The Food Safety Checklist and Damaged and Discarded Product Logs are kept on file for a minimum of 1 year.

Transporting Food to Remote Sites {Satellite Kitchens}**Section 15**

PURPOSE: To prevent foodborne illness by ensuring that food temperatures are maintained during transportation and contamination is prevented.

SCOPE: This procedure applies to foodservice employees who transport food from a central kitchen to remote sites (satellite kitchens).

KEY WORDS: Hot Holding, Cold Holding, Reheating, Cooling, Transporting Food

INSTRUCTIONS:

1. Train foodservice employees on using the procedures in this SOP.
2. Follow State or local health department requirements.
3. If State or local health department requirements are based on the **2001 FDA Food Code**:
 - Keep frozen foods frozen during transportation.
 - Maintain the temperature of refrigerated, potentially hazardous foods at 40 °P or below and cooked foods that are transported hot at 140 °F or above.
4. Use only food carriers for transporting food approved by the National Sanitation Foundation International or that've otherwise been approved by the state or local health department.
5. Prepare the food carrier before use:
 - Ensure ~~that~~ all surfaces of the food carrier are clean.
 - Wash, rinse, and sanitize the interior surfaces.
 - Ensure that the food carrier is designed ~~to~~ maintain cold food temperatures at 40 °F and hot food temperatures at 140 °P or above.
 - Place a calibrated stem thermometer in the warmest part of the carrier if used for transporting cold food, or the coolest part of the carrier **if** used for transporting hot food. Refer to the Using and Calibrating Thermometers SOP.
 - Pre-heat or pre-chill the food carrier according to the manufacturer's recommendations.
6. Store food in containers suitable for transportation. Containers should be:
 - Rigid and sectioned so that foods do not **mix**
 - Tightly closed to retain the proper food temperature
 - Nonporous to avoid leakage
 - Easy-to-clean or disposable
 - Approved to hold food
7. Place food containers in food carriers and transport the food in clean trucks, **if** applicable, to remote sites as quickly as possible.
8. Follow Receiving Deliveries SOP when food arrives at remote site.

MONITORING:

1. Check the air temperature of the food carrier to ensure that the temperature suggested by the manufacturer is reached prior to placing food into **it**.
2. Check the internal temperatures of food using a calibrated thermometer before placing it into the food carrier. Refer to the Holding Hot and Cold Potentially Hazardous Foods SOP for the proper procedures to follow when taking holding temperatures.

Transporting Food to Remote Sites (Satellite Kitchens), continued

CORRECTIVE ACTION:

1. Retrain any foodservice employee found not following the procedures in this SOP.
2. Continue heating or chilling food carrier if the proper air temperature is not reached.
3. Reheat food to 165 °F for 15 seconds if the internal temperature of hot food is less than 140 °F. Refer to the Reheating Potentially Hazardous Foods SOP.
4. Cool food to 40 °F or below using a proper cooling procedure if the internal temperature of cold food is greater than 40 °F. Refer to the Cooling Potentially Hazardous Foods SOP for the proper procedures to follow when cooling food.
5. Discard foods held in the danger zone for greater than 4 hours.

Transporting Food to Remote Sites (Satellite Kitchens), continued

VERIFICATION AND RECORD KEEPING:

Before transporting food to remote sites, foodservice employees will record food carrier temperature, food product name, time, internal temperatures, and any corrective action taken on the Hot and Cold Holding Temperature Log. Upon receipt of food at remote sites, foodservice employees will record receiving temperatures and corrective action taken on the Receiving Log. The foodservice manager at central kitchens will verify that foodservice employees are following this SOP by visually observing employees and reviewing and initialing the Hot and Cold Holding Temperature Log daily. The senior food service helper or cook manager at the remote site(s) will verify that foodservice employees are receiving foods at the proper temperature and following the proper receiving procedures by visually observing receiving practices during the shift and reviewing and initialing the Receiving Log daily. All logs are kept on file for a minimum of 1 year. The senior food service helper or cook manager will complete the Food Safety Checklist daily. The Food Safety Checklist is to be kept on file for a minimum of 1 year.

Using and Calibrating Thermometers

Section 16

PURPOSE: To prevent foodborne illness by ensuring that the appropriate type of thermometer is used to measure internal product temperatures and that thermometers used are correctly calibrated for accuracy.

SCOPE: This procedure applies to foodservice employees who prepare, cook, and cool food.

KEY WORDS: Thermometers, Calibration

INSTRUCTIONS:

1. Train foodservice employees on using the procedures in this SOP.
2. Follow State or local health department requirements.
3. Follow the food thermometer manufacturer's instructions for use. Use a food thermometer that measures temperatures from 0 °F (-18 °C) to 220 °F (104 °C) and is appropriate for the temperature being taken.
4. Have food thermometers easily-accessible to foodservice employees during all hours of operation.
5. Clean and sanitize food thermometers before each use. Refer to the Cleaning and Sanitizing Food Contact Surfaces SOP for the proper procedure to follow.
6. Store food thermometers in an area that is clean and where they are not subject to contamination.

MONITORING:

1. Foodservice employees will use either the ice-point method or boiling-point method to verify the accuracy of food thermometers. This is known as calibration of the thermometer.
2. To use ice-point method:
 - Insert the thermometer probe into a cup of crushed ice.
 - Add enough cold water to remove any air pockets that might remain.
 - Allow the temperature reading to stabilize before reading temperature.
 - Temperature measurement should be 32 °F (0 °C) [or 0 °C (32 °F)]. If not, adjust according to manufacturer's instructions.
3. To use boiling-point method:
 - Immerse at least the first two inches of the probe into boiling water.
 - Allow the temperature reading to stabilize before reading temperature.
 - Reading should be 212 °F (100 °C) [or 100 °C (212 °F)]. This reading may vary at higher altitudes. If adjustment is required, follow manufacturer's instructions.
4. Foodservice employees will check the accuracy of the food thermometers:
 - At regular intervals (at least once per week)
 - If dropped
 - If used to measure extreme temperatures, such as in an oven
 - Whenever accuracy is in question

CORRECTIVE ACTION:

1. Retrain any foodservice employee found not following the procedures in this SOP.
2. For an inaccurate, bimetallic, dial-faced thermometer, adjust the temperature by turning the dial while securing the calibration nut (located just under or below the dial) with pliers or a wrench.
3. For an inaccurate, digital thermometer with a reset button, adjust the thermometer according to manufacturer's instructions.
4. If an inaccurate thermometer cannot be adjusted on-site, discontinue using it, and follow manufacturer's instructions for having the thermometer calibrated.
5. Retrain employees who are using or calibrating food thermometers improperly.

Using and Calibrating Thermometers, continued.**VERIFICATION AND RECORD KEEPING:**

Foodservice employees will record the calibration temperature and any corrective action taken, if applicable, on the Thermometer Calibration Log each time a thermometer is calibrated. The senior food service helper or cook manager will verify that food service employees are using and calibrating thermometers properly by making visual observations of the employees during the calibration process and all operating hours. The senior food service helper or cook manager will review and initial the Calibration Log daily. The Calibration Log will be kept on file a minimum of 1 year. The senior food service helper or cook manager will complete the Food Safety Checklist daily. The Food Safety Checklist is to be kept on file for a minimum of 1 year.

Using Suitable Utensils When Handling Ready-to-Eat Foods

Section 17

PURPOSE: To prevent foodborne illness due to hand-to-food cross-contamination.

SCOPE: This procedure applies to foodservice employees who prepare, handle, or serve food.

KEY WORDS: Ready-to-Eat Food, Cross-Contamination

INSTRUCTIONS:

1. Train foodservice employees on using the procedures in this SOP.
2. Follow State or local health department requirements.
3. Use proper handwashing procedures to wash hands and exposed arms prior to preparing or handling food or at anytime when the hands may have become contaminated.
4. Do not use bare hands to handle ready-to-eat foods at any time.
5. Use suitable utensils when working with ready-to-eat food. Suitable utensils may include:
 - Single-use gloves
 - Deli tissue
 - Foil wrap
 - Tongs, spoodles, spoons, and spatulas
6. Wash hands and change gloves:
 - Before beginning food preparation
 - Before beginning a new task
 - After touching equipment such as refrigerator doors or utensils that have not been cleaned and sanitized
 - After contacting chemicals
 - When interruptions in food preparation occur, such as when answering the telephone or checking in a delivery
 - When handling money
 - Anytime a glove is torn, damaged, or soiled
 - Anytime contamination of a glove might have occurred

MONITORING:

A designated foodservice employee will visually observe that gloves or suitable utensils are used and changed at the appropriate times during all hours of operation.

CORRECTIVE ACTION:

1. Retrain any foodservice employee found not following the procedures in this SOP.
2. Discard ready-to-eat food touched with bare hands.

VERIFICATION AND RECORD KEEPING:

The senior food service helper or cook manager will verify that foodservice workers are using suitable utensils by visually monitoring foodservice employees during all hours of operation. The senior food service helper or cook manager will complete the Food Safety Checklist daily. The designated foodservice employee responsible for monitoring will record any discarded food on the Damaged and Discarded Product Log. The Food Safety Checklist and Damaged and Discarded Food Log are kept on file for a minimum of 1 year.

Washing Fruits and Vegetables

Section 18

PURPOSE: To prevent or reduce risk of foodborne illness or injury by contaminated fruits and vegetables.

SCOPE: This procedure applies to foodservice employees who prepare or serve food.

KEY WORDS: Fruits, Vegetables, Cross-Contamination, Washing

INSTRUCTIONS:

1. Train foodservice employees on using the procedures in this SOP.
2. Follow State or local health department requirements.
3. Wash hands using the proper procedure.
4. Wash, rinse, sanitize, and air-dry all food-contact surfaces, equipment, and utensils that **will** be in contact with produce, such as cutting boards, knives, and sinks.
5. Follow manufacturer's instructions for proper use of chemicals.
6. Wash **all** raw fruits and vegetables thoroughly before combining with other ingredients, including:
 - Unpeeled fresh fruit and vegetables that are served whole or cut into pieces.
 - Fruits and vegetables that are peeled and cut to use in cooking or served ready-to-eat.
7. Wash fresh produce vigorously under cold running water or by using chemicals that comply with the *2001 FDA Food Code*. Packaged fruits and vegetables labeled as being previously washed and ready-to-eat are not required to be washed.
8. Scrub the surface of **firm** fruits or vegetables such as apples or potatoes using a clean and sanitized brush designated for this purpose.
9. Remove any damaged or bruised areas.
10. Label, date, and refrigerate fresh-cut items.
11. Serve cut melons within **7** days if held at **40 °F** or below. Refer to the Date Marking Ready-to-Eat, Potentially Hazardous Food SOP.
12. Do not serve raw seed sprouts to highly susceptible populations such as preschool-age children.
- 13.

MONITORING:

1. The foodservice manager will visually monitor that fruits and vegetables are being properly washed, labeled, and dated during all hours of operation.
2. Foodservice employees will check daily the quality of fruits and vegetables in cold storage.

CORRECTIVE ACTION:

1. Retrain any foodservice employee found not following the procedures in this SOP.
2. Remove unwashed fruits and vegetables service and washed immediately before being served.
3. Label and date fresh cut fruits and vegetables.
4. Discard cut melons held after 7 days.

VERIFICATION AND RECORD KEEPING:

The senior food service helper or cook manager will complete the Food Safety Checklist daily to indicate that monitoring is being conducted as specified in this SOP. The Food Safety Checklist is to be kept on file for a minimum of **1** year.

Washing Hands

Section 19

PURPOSE: To prevent foodborne illness by contaminated hands.

SCOPE: This procedure applies to anyone who handle, prepare, and serve food.

KEY WORDS: Handwashing, Cross-Contamination

INSTRUCTIONS:

1. Train foodservice employees on using the procedures in this SOP.
2. Follow State or local health department requirements.
3. Post handwashing signs or posters in a language understood by all foodservice staff near all handwashing sinks, in food preparation areas, and restrooms.
4. Use designated handwashing sinks for handwashing only. Do not use food preparation, utility, and dishwashing sinks for handwashing.
5. Provide warm running water, soap, and a means to dry hands. Provide a waste container at each handwashing sink or near the door in restrooms.
6. Keep handwashing sinks accessible anytime employees are present
7. Washhands:
 - Before starting work
 - During food preparation
 - When moving from one food preparation area to another
 - Before putting on or changing gloves
 - After using the toilet
 - After sneezing, coughing, or using a handkerchief or tissue
 - After touching hair, face, or body
 - After smoking, eating, drinking, or chewing gum or tobacco
 - After handling raw meats, poultry, or fish
 - After any clean up activity such as sweeping, mopping, or wiping counters
 - After touching dirty dishes, equipment, or utensils
 - After handling trash
 - After handling money
 - After any time the hands may become contaminated

INSTRUCTIONS, continued:

8. Follow proper handwashing procedures as indicated below:
 - Wet hands and forearms with warm, running water at least 100 °F and apply soap.
 - Scrub lathered hands and forearms, under fingernails, and between fingers for at least 10-15 seconds. Rinse thoroughly under warm running water for 5-10 seconds.
 - Dry hands and forearms thoroughly with single-use paper towels.
 - Dry hands for at least 30 seconds if using a warm air hand dryer.
 - Turn off water using paper towels.
 - Use paper towel to open door when exiting the restroom.
9. Follow FDA recommendations when using hand sanitizers. These recommendations are as follows:
 - Use hand sanitizers only after hands have been properly washed and dried.
 - Use only hand sanitizers that comply with the *2001 FDA Food Code*. Confirm with the manufacturers that the hand sanitizers used meet these requirements.
 - Use hand sanitizers in the manner specified by the manufacturer.

Washing Hands, continued**MONITORING:**

1. A designated employee will visually observe the handwashing practices of the foodservice staff during all hours of operation.
2. The designated employee will visually observe that handwashing sinks are properly supplied during all hours of operation.

CORRECTIVE ACTION:

1. Retrain any foodservice employee found not following the procedures in this SOP.
2. Ask employees that are observed not washing their hands at the appropriate times or using the proper procedure to wash their hands immediately.
3. Retrain employee to ensure proper handwashing procedure.

VERIFICATION AND RECORD KEEPING:

The senior food service helper or cook manager will complete the Food Safety Checklist daily to indicate that monitoring is being conducted as specified. The Food Safety Checklist is to be kept on file for a minimum of 1 year.

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Cooking and Reheating Temperature Log

Instructions: Record product name, time, the two temperatures/times, and any corrective action taken on this form. The foodservice manager will verify that foodservice employees have taken the required cooking temperatures by visually monitoring foodservice employees and preparation procedures during the shift and reviewing, initialing, and dating this log daily. Maintain this log for a minimum of 1 year.

Cooking and Reheating Temperature Log

Instructions: Record product name, time, the two temperatures/times, and any corrective action taken on this form. The foodservice manager will verify that foodservice employees have taken the required cooking temperatures by visually monitoring foodservice employees and preparation procedures during the shift and reviewing, initialing, and dating this log daily. Maintain this log for a minimum of 1 year.

Date and Time		Food Item	Internal Temperature/ Time	Internal Temperature/ Time	Corrective Action Taken	Initials	Verified By/ Date
			Cooling Temperatures = 10a				

Instructions: Record temperatures every hour during the cooling cycle. Record corrective actions, if applicable. If no foods are cooled on any working day, indicate "No Foods Cooled" in the Food Item column. The foodservice manager will verify that the foodservice staff is cooling food properly by visually monitoring foodservice employees during the shift and reviewing, initialing, and dating this log daily. Maintain this log for a minimum of 1 year.

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Date	Food Item	Time/ Temp	Time/ Temp	Time/ Temp	Time/ Temp	Time/ Temp	Time/ Temp	Corrective Actions Taken	Initials	Verified By/ Date

HACCP-Based SOPs

Damaged or Discarded Product Log

Instructions: Foodservice employees will record product name, quantity, action taken, reason, initials, and date each time a food or food product is damaged and/or will be discarded. The foodservice manager will verify that foodservice employees are discarding damaged food properly by visually monitoring foodservice employees during the shift and reviewing, initialing, and dating this log daily. Maintain this log for a minimum of 1 year.

Date	Time	Vendor or School	Product Name	Temperature	Corrective Action Taken	Initials/Date	Manager Initials/Date

HACCP-Based SOPs

HACCP-Based SOPs

Food Contact Surfaces Cleaning and Sanitizing Log

Instructions: Record time, temperatures/sanitizer concentration, as appropriate and any corrective action taken on this form. The foodservice manager will verify that food workers have taken the required information by visually monitoring foodservice employees and preparation procedures during the shift and by reviewing, initialing, and dating this log daily. Maintain this log for a minimum of 1 year.

Date and Time	Wash Temperature	Rinse Temperature	Final Rinse (Sanitization) Temperature	Heat Sensitive Tape (place here)	Sanitizer Concentration (in ppm)	Corrective Action	Employee Initials	Verified By/ Date

Production Log

HACCP-Based SOPs

Instructions: Foodservice employees will record the date; product name, start and end time of production, the two temperature measurements taken, any corrective action taken, and the amount of food prepared on the Production Log. The foodservice manager will verify that foodservice employees are taking the required temperatures and following the proper preparation procedure by visually monitoring foodservice employees during the shift and reviewing, initialing, and dating the log daily. Maintain this log as directed by your State agency.

Date	Start Time	Product Name	Temp #1	Temp #2	Amount Prepared	Corrective Actions	End Time	Employee Initials	Verified By/Date

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Receiving Log

Instructions: Use this Log for deliveries or receiving foods from a centralized kitchen. Record any temperatures and corrective action taken on the Receiving Log. The foodservice manager will verify that foodservice employees are receiving products using the proper procedure **by** visually monitoring foodservice employees and receiving practices during the shift and reviewing the log **daily**. Maintain this log for a minimum of 1 year.

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Date	Time	Vendor or School	Product Name	Temperature	Corrective Action Taken	Initials/Date	Manager Initials/Date

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Refrigeration Log

Instructions: A designated foodservice employee will record the location or description of holding unit, date, time, air temperature, corrective action, and initials on this log. The foodservice manager will verify that foodservice employees have taken the required temperatures by visually monitoring food employees during the shift and reviewing, initialing, and dating this log daily. Maintain this log for a minimum of 1 year.

Location/ Unit Description	Date	Time	Temperature	Corrective Action	Food Worker Initials	Manager Initials/ Date



HACCP-Based SOPs

[illegible]

Thermometer Calibration Log

Instructions: Foodservice employees will record the calibration temperature and corrective action taken, if applicable, on the Thermometer Calibration Log each a time thermometer is calibrated. The foodservice manager will verify that foodservice employees are using and calibrating thermometers properly by making visual observations of employee activities during all hours of operation. The foodservice manager will review and initial the log daily. Maintain this log for a minimum of 1 year.

Date	Thermometer Being Calibrated	Temperature Reading	Corrective Action	Initials	Manager Initials/Date

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FOOD SAFETY CHECKLIST

Date: _____

Observer: _____

Directions: Use this checklist daily. Determine areas in your operations requiring corrective action. Record corrective action taken and keep completed records in a notebook for future reference.

PERSONAL HYGIENE

	Yes	No	Corrective Action
• Employees wear clean and proper uniform including shoes.	<input type="checkbox"/>	<input type="checkbox"/>	_____
• Effective hair restraints are properly worn.	<input type="checkbox"/>	<input type="checkbox"/>	_____
• Fingernails are short, unpolished, and clean (no artificial nails).	<input type="checkbox"/>	<input type="checkbox"/>	_____
• Jewelry is limited to a plain ring, such as wedding band and a watch and no bracelets.	<input type="checkbox"/>	<input type="checkbox"/>	_____
• Hands are washed properly, frequently, and at appropriate times.	<input type="checkbox"/>	<input type="checkbox"/>	_____
• Bums, wounds, sores or scabs, or splints and water-proof bandages on hands are bandaged and completely covered with a foodservice glove while handling food.	0	0	_____
• Eating, drinking, chewing gum, smoking, or using tobacco are allowed only in designated areas away from preparation, service, storage, and ware washing areas.	0	0	_____
• Employees use disposable tissues when coughing or sneezing and then immediately wash hands.	D	<input type="checkbox"/>	_____
• Employees appear in good health.	0	0	_____
• Hand sinks are unobstructed, operational, and clean.	0	0	_____
• Hand sinks are stocked with soap, disposable towels, and warm water.	<input type="checkbox"/>	<input type="checkbox"/>	_____
• A handwashing reminder sign is posted.	<input type="checkbox"/>	<input type="checkbox"/>	_____
• Employee restrooms are operational and clean.	<input type="checkbox"/>	0	_____

FOOD PREPARATION

	Yes	No	Corrective Action
• All food stored or prepared in facility is from approved sources.	0	0	_____
• Food equipment utensils, and food contact surfaces are properly washed, rinsed, and sanitized before every use.	0	0	_____
• Frozen food is thawed under refrigeration, cooked to proper temperature from frozen state, or in cold running water.	0	0	_____
• Thawed food is not refrozen.	0	<input type="checkbox"/>	_____
• Preparation is planned so ingredients are kept out of the temperature danger zone to the extent possible.	0	0	_____
• Food is tasted using the proper procedure.	0	0	_____
• Procedures are in place to prevent cross-contamination.	D	0	_____
• Food is handled with suitable utensils, such as single use gloves or tongs.	<input type="checkbox"/>	<input type="checkbox"/>	_____
• Food is prepared in small batches to limit the time it is in the temperature danger zone.	0	0	_____
• Clean usable towels are used only for sanitizing equipment and surfaces and not for drying hands, utensils, or floor.	0	<input type="checkbox"/>	_____
• Food is cooked to the required safe internal temperature for the			

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appropriate time. The temperature is tested with a calibrated food thermometer.

- The internal temperature of food being cooked is monitored and documented.

<input type="checkbox"/>	D	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____

HOT HOLDING

- Hot holding unit is clean.
- Food is heated to the required safe internal temperature before placing in hot holding. Hot holding units are not used to reheat potentially hazardous foods.
- Hot holding unit is pre-heated before hot food is placed in unit.
- Temperature of hot food being held is at or above 135 °F.
- Food is protected from contamination.

Yes	No	Corrective Action
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	D	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	D	_____
<input type="checkbox"/>	D	_____

COLD HOLDING

- Refrigerators are kept clean and organized.
- Temperature of cold food being held is at or below 41 °F.
- Food is protected from contamination.

Yes	No	Corrective Action
D	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____

REFRIGERATOR, FREEZER, AND MILK COOLER

- Thermometers are available and accurate.
- Temperature is appropriate for pieces of equipment.
- Food is stored 6 inches off floor or in walk-in cooling equipment.
- Refrigerator and freezer units are clean and neat
- Proper chilling procedures are used.
- All food is properly wrapped, labeled, and dated.
- The FIFO (First In, First Out) method of inventory management is used.
- Ambient air temperature of all refrigerators and freezers is monitored and documented at the beginning and end of each shift.

Yes	No	Corrective Action
<input type="checkbox"/>	D	_____
<input type="checkbox"/>	D	_____
D	D	_____
D	D	_____
D	D	_____
D	<input type="checkbox"/>	_____
D	<input type="checkbox"/>	_____
<input type="checkbox"/>	D	_____

FOOD STORAGE AND DRY STORAGE

- Temperatures of dry storage area is between 50 °F and 70 °F or State public health department requirement.
- All food and paper supplies are stored 6 to 8 inches off the floor.

Yes	No	Corrective Action
D	D	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____

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• All food is labeled with name and received date.	D	D	_____
• Open bags of food are stored in containers with tight fitting lids and labeled with common name.	D	D	_____
• The FIFO (First In, First Out) method of inventory management is used.	D	D	_____
• There are no bulging or leaking canned goods.	D	<input type="checkbox"/>	_____
• Food is protected from contamination.	D	<input type="checkbox"/>	_____
• All food surfaces are clean.	D	D	_____
• Chemicals are clearly labeled and stored away from food and food-related supplies.	D	D	_____
• There is a regular cleaning schedule for all food surfaces.	D	D	_____
• Food is stored in original container or a food grade container.	D	D	_____

CLEANING AND SANITIZING

	Yes	No	Corrective Action
• Three-compartment sink is properly set up for ware washing.	D	D	_____
• Dishmachine is working properly (such as gauges and chemicals are at recommended levels).	D	D	_____
• Water is clean and free of grease and food particles.	D	D	_____
• Water temperatures are correct for wash and rinse.	D	<input type="checkbox"/>	_____
• If heat sanitizing, the utensils are allowed to remain immersed in 171 °F water for 30 seconds.	<input type="checkbox"/>	<input type="checkbox"/>	_____
• If using a chemical sanitizer, it is mixed correctly and a sanitizer strip is used to test chemical concentration.	D	D	_____
• Smallware and utensils are allowed to air dry.	<input type="checkbox"/>	D	_____
• Wiping cloths are stored in sanitizing solution while in use.	D	D	_____

UTENSILS AND EQUIPMENT

	Yes	No	Corrective Action
• All small equipment and utensils, including cutting boards and knives, are cleaned and sanitized between uses.	D	D	_____
• Small equipment and utensils are washed, sanitized, and air-dried.	<input type="checkbox"/>	D	_____
• Work surfaces and utensils are clean.	D	D	_____
• Work surfaces are cleaned and sanitized between uses.	D	D	_____
• Thermometers are cleaned and sanitized after each use.	<input type="checkbox"/>	D	_____
• Thermometers are calibrated on a routine basis.	D	D	_____
• Can opener is clean.	D	D	_____
• Drawers and racks are clean.	<input type="checkbox"/>	D	_____
• Clean utensils are handled in a manner to prevent contamination of areas that will be in direct contact with food or a person's mouth.	<input type="checkbox"/>	D	_____

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LARGE EQUIPMENT

	Yes	No	Corrective Action
• Food slicer is clean.	D	D	_____
• Food slicer is broken down, cleaned, and sanitized before and after every use.	D	D	_____
• Boxes, containers, and recyclables are removed from site.	D	D	_____
• Loading dock and area around dumpsters are clean and odor-free.	D	D	_____
• Exhaust hood and filters are clean.	D	D	_____

GARBAGE STORAGE AND DISPOSAL

	Yes	No	Corrective Action
• Kitchen garbage cans are clean and kept covered.	D	D	_____
• Garbage cans are emptied as necessary.	D	D	_____
• Boxes and containers are removed from site.	D	D	_____
• Loading dock and area around dumpster are clean.	D	D	_____
• Dumpsters are clean.	D	D	_____

PEST CONTROL

	Yes	No	Corrective Action
• Outside doors have screens, are well-sealed, and are equipped with a self-closing device.	D	D	_____
• No evidence of pests is present.	D	D	_____
• There is a regular schedule of pest control by a licensed pest control operator.	D	D	_____

Developing a HACCP-Based Food Safety Program Worksheets

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Food Safety Program

The SFA's overall food safety program must include a written plan for each individual school in the SFA and be based on HACCP principles. It is easier than it sounds because USDA has simplified the process as described in the *Guidance for School Food Authorities: Developing a School Food Service Program Based on the Process Approach to HACCP Principles*. By following the guidance, your program will adhere to HACCP principles.

Key Points

Three main points are essential to developing a food safety program: basic facility sanitation, temperature control, and documented SOPs.

1. Be sure that all of your food preparation areas are clean and sanitary, such as workers' hands, utensils, and food contact surfaces. Avoid cross contamination.
2. Temperature control means keeping cold foods cold and hot foods hot. Cook to proper temperatures and hold at proper temperatures, and be sure to record those temperatures. A basic, properly calibrated food thermometer (digital or dial) is all you need to check for proper temperatures.
3. SOPs can be used to verify proper sanitation and the observance of proper temperatures, as well as other food safety aspects in a foodservice operation.

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Key Terms

Here is a quick look at some key terms:

Hazard analysis: review of your food service operation to find areas where food safety problems might occur.

Control measures: steps you take to reduce the likelihood of food contamination.

Critical control points: points in food preparation and processing where controlling a step (such as cooking) is essential to assure food safety.

Critical limits: the time and temperature ranges for food preparation and service (either cold or hot) that keep food safe.

Process Approach: a method of grouping menu items into one of three processes depending on the number of times the food goes through the temperature danger zone, which is between 41 °F and 135 °F (per the amendment to the 2001 FDA Food Code issued in August 2003).

Standard Operating Procedure (SOP): written instructions for a food service task that reduce food safety hazards.

Overview to the Process Approach to HACCP

HACCP is a systematic approach to construct a food safety program designed to reduce the risk of foodborne hazards by focusing on each step of the food preparation process from receiving to service. USDA recommends that SFAs use the Process Approach to HACCP because it gives you flexibility to create a food safety program specific to your food service operation. The Food and Drug Administration (FDA) originally developed the Process Approach for retail food establishments. The Process Approach groups food preparation into three broad categories based on how many times each menu item moves through the temperature danger zone. The guidance and this resource provide a modified version of the Process Approach to make it practical for your school foodservice operation.

Serving safe food is a critical responsibility for school foodservice and a key aspect of a healthy school environment. Keeping foods safe is also a vital part of healthy eating and a recommendation of the *Dietary Guidelines for Americans 2005*. When properly implemented, HACCP-based food safety programs will help you ensure the safety of the school meals served to children in your school nutrition program.

Food Process

These are the preparation categories in the Process Approach to HACCP: Process #1 No Cook, food items meant to be kept cold from preparation through service; Process #2 Same Day Service, food items meant to be prepared hot and served hot the same day; and Process #3 Complex Food Preparation, food items meant to be prepared hot and served cooled, or possibly reheated. You will need to put each menu item (recipe) into one of

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the three categories and then keep it hot (or cold) while it is being stored, prepared, transported, held, and served.

If you see a failure in sanitation or temperature control, be sure to have a means of correcting the problem and verifying that the corrective steps resolved the problem. Once your food safety program is in operation, someone should be checking to see that it is working, perhaps once a month. Then, every year you should review the entire program to incorporate any changes, such as new menu items, new equipment, changes in staff, and remodeling.

Adapted from: U.S. Department of Agriculture, Food and Nutrition Service. (June 2005). ***Guidance for School Food Authorities: Developing a School Food Service Program Based on the Process Approach to HACCP Principles***. Available at <http://www.fus.usda.gov/cnd/lunch/Downloadable/HACCPGuidance.pdf>

Components of a Comprehensive Food Safety Program

Directions: For each of your food service locations complete the following information. Maintain this record for a minimum of 1 year.

Component	Location	Task Completed	Date
Documented SOP			
Documented Critical Control Points			
Standardized Recipes			
No-Cook Process Worksheet			
Same Day Service Process Worksheet			
Complex Process Worksheet			
Monitoring			
Corrective Actions			
Record Keeping			
Verification			
Teaming			
Review of Food Safety Plan			

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Summary Table of Record Keeping for HACCP-Based SOP

	Cleaning and Sanitizing Log	Cooking-Reheating Temperature Log	Cooling Temperature Log	Damaged or Discarded Product Log	Food Safety Checklist	Hot and Cold Holding Temperature Log	Production Log	Receiving Log	Thermometer Calibration Log	To Be Determined
Cleaning and Sanitizing Food Contact Surfaces	X				X					
Controlling Time and										

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Temperature During Food Preparation					X		X			
Cooking		X								
Cooling			X							
Date Marking					X					
Employee Health Policy										X
Handling a Food Recall				X	X					
Holding Foods						X				

Summary Table of Record Keeping for HACCP-Based SOP, continued

	Cleaning and Sanitizing Log	Cooking-Reheating Temperature Log	Cooling Temperature Log	Damaged or Discarded Product Log	Food Safety Checklist	Hot and Cold Holding Temperature Log	Production Log	Receiving Log	Thermometer Calibration Log	To Be Determined
Personal Hygiene				X	X					
Preventing				X	X	X				

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Contamination at Food Bars										
Preventing Cross Contamination During Storage and Preparation				X	X					
Receiving Deliveries								X		
Reheating Potentially Hazardous Foods		X								
Serving Food					X					
Storing and Using Toxic Chemicals				X	X					

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Summary Table of Record Keeping for HACCP-Based SOP, continued

	Cleaning and Sanitizing Log	Cooking-Reheating Temperature Log	Cooling Temperature Log	Damaged or Discarded Product Log	Food Safety Checklist	Hot and Cold Holding Temperature Log	Production Log	Receiving Log	Thermometer Calibration Log	To Be Determined
Transporting Food to Remote Sites					X	X		X		
Using and Calibrating a Food Thermometer					X				X	
Using Suitable										

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Utensils When Handling Ready-to-Eat Foods				X	X					
Using one Alone as a Public Health Control					X					
Washing Fruits and Vegetables					X					
Washing Hands					X					

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Summary Table for Monitoring and Reviewing HACCP-Based SOP Record

Directions: Identify the foodservice employee who will be responsible for monitoring and verifying records. Maintain this record for a minimum of 1 year.

Standard Operating Procedure	Record	Monitored by Whom	Reviewed by Whom
Cleaning and Sanitizing Food Contact Surfaces	Food Safety Checklist Food Contact Surfaces Cleaning and Sanitizing Log		
Controlling Time and Temperature during Food Preparation	Food Safety Checklist Production Log		
Cooking	Cooking and Reheating Temperature Log		

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Cooling	Cooling Temperature Log		
Date Marking	Food Safety Checklist		
Employee Health Policy	To be determined by school officials and State or local health department.		
Handling a Food Recall	Food Safety Checklist Damaged or Discarded Product Log		

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Summary Table for Monitoring and Reviewing HACCP-Based SOP Record, continued

Directions: Identify the foodservice employee who will be responsible for monitoring and verifying records. Maintain this record for a minimum of 1 year.

Standard Operating Procedure	Record	Monitored by Whom	Reviewed by Whom
Holding Foods	Hot and Cold Holding Temperature Log Refrigeration Log		
Personal Hygiene	Food Safety Checklist Damaged or Discarded Product Log		
Preventing Contamination at Food Bars	Food Safety Checklist Damaged or Discarded Product Log		

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	Hot and Cold Holding Temperature Log		
Preventing Cross- Contamination during Storage and Preparation	Food Safety Checklist Damaged or Discarded Product Log		

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Summary Table for Monitoring and viewing HACCP-Based SOP Record, continued

Directions: Identify the foodservice employee who will be responsible for monitoring and verifying records. Maintain this record for a minimum of 1 year.

Standard Operating Procedure	Record	Monitored by Whom	Reviewed by Whom
Receiving Deliveries	Receiving Log		
Reheating Potentially Hazardous Foods	Cooking and Reheating Temperature Log		
Serving Food	Food Safety Checklist		
Storing and Using Toxic Chemicals	Food Safety Checklist Damaged or Discarded Product Log		
Transporting Foods to Remote Sites	Food Safety Checklist Hot and Cold Holding Temperature Log Receiving Log		

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Using and Calibrating a Food Thermometer	Food Safety Checklist Thermometer Calibration Log		
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HACCP-Based SOPs

Summary Table for Monitoring and Reviewing HACCP-Based SOP Record, continued

Directions: Identify the foodservice employee who will be responsible for monitoring and verifying records. Maintain this record for a minimum of 1 year.

Standard Operating Procedure	Record	Monitored by Whom	Reviewed by Whom
Using Suitable Utensils When Handling Ready-to-eat Foods	Food Safety Checklist		
Using Time Alone as a Public Health Control	Food Safety Checklist		
Washing Fruits and Vegetables	Food Safety Checklist		
Washing Hands	Food Safety Checklist		

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Summary of Corrective Actions for HACCP-Based SOPs

SOP	Corrective Action
Cleaning and Sanitizing Food Contact Surfaces	<ol style="list-style-type: none"> 1. Retrain any foodservice employee found not following the procedures in this SOP. 2. Wash, rinse, and sanitize dirty food contact surfaces. Sanitize food contact surfaces if it is discovered that the surfaces were not properly sanitized. Discard food that comes in contact with food contact surfaces that have not been sanitized properly. 3. In a 3-compartment sink: <ul style="list-style-type: none"> • Drain and refill compartments periodically and as needed to keep the water clean. • Adjust the water temperature by adding hot water until the desired temperature is reached. • Add more sanitizer or water, as appropriate, until the proper sanitizer concentration is achieved. 4. In a dishmachine: <ul style="list-style-type: none"> • Drain and refill the machine periodically and as needed to keep the water clean. • Contact the appropriate individual(s) to have the machine repaired if the machine is not reaching the proper wash temperature indicated on the data plate. • For a hot water sanitizing dishmachine, retest by running the machine again. If the appropriate surface temperature is still not achieved on the second run, contact the appropriate individual(s) to have the machine repaired. Wash, rinse, and sanitize in the 3-compartment sink until the machine is repaired or use disposable single service/single-use items if a 3-compartment sink is not available. • For a chemical sanitizing dishmachine, check the level of sanitizer remaining in bulk container. Fill, if needed. "Prime" the machine according to the manufacturer's instructions to ensure that the sanitizer is being pulled through the machine. Retest. If the proper sanitizer concentration level is not achieved, stop using the machine and contact the appropriate individual(s) to have it repaired. Use a 3-compartment sink to wash, rinse, and sanitize until the machine is repaired.

Summary of Corrective Actions for HACCP-Based SOPs, continued

SOP	Corrective Action

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Controlling Time and Temperature During Preparation	<ol style="list-style-type: none"> 1. Retrain any foodservice employee found not following the procedures in this SOP. 2. Begin the cooking process immediately after preparation is complete for any foods that will be served hot. 3. Rapidly cool ready-to-eat foods or foods that will be cooked at a later time. 4. Immediately return ingredients to the refrigerator if the anticipated preparation completion time is expected to exceed 30 minutes. 5. Discard food held in the temperature danger zone for more than 4 hours.
Cooking 	<ol style="list-style-type: none"> 1. Retrain any foodservice employee found not following the procedures in this SOP. 2. Continue cooking food until the internal temperature reaches the required temperature.
Cooling 	<ol style="list-style-type: none"> 1. Retrain any foodservice employee found not following the procedures in this SOP. 2. Reheat cooked, hot food to 165 °F for 15 seconds and start the cooling process again using a different cooling method when the food is; <ul style="list-style-type: none"> • Above 70 °F and 2 hours or less into the cooling process; and • Above 41 °F and 6 hours or less into the cooling process. 3. Discard cooked, hot food immediately when the food is: <ul style="list-style-type: none"> • Above 70 °F and more than 2 hours into the cooling process; or • Above 41 °F and more than 6 hours into the cooling process. 3. Use a different cooling method for prepared ready-to-eat foods when the food is above 41 °F and less than 4 hours into the cooling process. 4. Discard prepared ready-to-eat foods when the food is above 41 °F and more than 4 hours into the cooling process.
Date Marking Ready-to-Eat Potentially Hazardous Food	<ol style="list-style-type: none"> 1. Retrain any foodservice employee found not following the procedures in this SOP. 2. Foods that are not date marked or that exceed the 7-day time period will be discarded.
Employee Health Policy	To be determined by school officials and State or local health department.
Handling A Food Recall	<ol style="list-style-type: none"> 1. Retrain any foodservice employee found not following the procedures in this SOP. 2. Determine if the recalled product is to be returned and to whom, or destroyed and by whom. 3. Notify feeding site staff of procedures, dates, and other specific directions to be followed for the collection or destruction of the recalled product. 4. Consolidate the recall product as quickly as possible, but no later than 30 days after the recall notification. 5. Conform to the recall notice using the following steps:

Summary of Corrective Actions for HACCP-Based SOPs, continued

SOP	Corrective Action
Handline: A Food Recall,	<ul style="list-style-type: none"> • Report quantity and site where product is located to manufacturer,


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continued.	<p>distributor, or State agency for collection. The quantity and location of the affected USDA commodity food must be submitted to the State Distributing Agency within 10 calendar days of the recall.</p> <ul style="list-style-type: none"> Obtain the necessary documents from the State Distributing Agency for USDA commodity foods. Submit necessary documentation for reimbursement of food costs. Complete and maintain all required documentation related to the recall including: <ul style="list-style-type: none"> Recall notice Records of how food product was returned or destroyed Reimbursable costs Public notice and media communications
<p>Holding Hot and Cold Potentially Hazardous Foods</p> <p>Critical Control Point (CCP)</p>	<ol style="list-style-type: none"> Retrain any foodservice employee found not following the procedures in this SOP. For hot foods: <ul style="list-style-type: none"> Reheat the food to 165 °F for 15 seconds if the temperature is found to be below 135 °F and the last temperature measurement was 135 °F or higher and taken within the last 2 hours. Repair or reset holding equipment before returning the food to the unit, if applicable. Discard the food if it cannot be determined how long the food temperature was below 135 °F. For cold foods: <ul style="list-style-type: none"> Rapidly chill the food using an appropriate cooling method if the temperature is found to be above 41 °F and the last temperature measurement was 41 °F or below and taken within the last 2 hours: <ul style="list-style-type: none"> Place food in shallow containers (no more than 4 inches deep) and uncovered on the top shelf in the back of the walk-in or reach-in cooler. Use a quick-chill unit like a blast chiller. Stir the food in a container placed in an ice water bath. Add ice as an ingredient. Separate food into smaller or thinner portions. Repair or reset holding equipment before returning the food to the unit, if applicable Discard the food if it cannot be determined how long the food temperature was above 41 °F.

Summary of Corrective Actions for HACCP-Based SOPs, continued

SOP	Corrective Action
Personal Hygiene	1. Retrain any foodservice employee found not following this procedure.


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	2. Discard affected food.
Preventing Contamination at Food Bars	<ol style="list-style-type: none"> 1. Retrain any foodservice employee found not following the procedures in this SOP. 2. Remove and discard contaminated food. 3. Demonstrate to customers how to properly use utensils. 4. Discard the food if it cannot be determined how long the food temperature was above 41 °F or below 135 °F.
Preventing Cross-Contamination during Storage and Preparation	<ol style="list-style-type: none"> 1. Retrain any foodservice employee found not following the procedures in this SOP. 2. Separate foods found improperly stored. 3. Discard ready-to-eat foods that are contaminated by raw eggs, raw fish, raw meat, or raw poultry.
Receiving Deliveries	<ol style="list-style-type: none"> 1. Retrain any foodservice employee found not following the procedures in this SOP. 2. Reject the following: <ul style="list-style-type: none"> • Frozen foods with signs of previous thawing • Cans that have signs of deterioration, such as swollen sides or ends, flawed seals or seams, dents, or rust • Punctured packages • Foods with out-dated expiration dates • Foods that are out of safe temperature zone or deemed unacceptable by the established rejection policy
Reheating Potentially Hazardous Foods 	<ol style="list-style-type: none"> 1. Retrain any foodservice employee found not following the procedures in this SOP. 2. Continue reheating and heating food if the internal temperature does not reach the required temperature.
Serving Food	<ol style="list-style-type: none"> 1. Retrain any foodservice employee found not following the procedures in this SOP. 2. Replace improperly handled plates, cups, or utensils. 3. Discard ready-to-eat food that has been touched with bare hands. 4. Follow the corrective actions identified in the Washing Hands; Using Suitable Utensils When Handling Ready-To-Eat Foods; Date Marking Ready-to-Eat, Potentially Hazardous Foods; Cooling Potentially Hazardous Foods; and Holding Hot and Cold Potentially Hazardous Foods SOPs.

Summary of Corrective Actions for HACCP-Based SOPs, continued

SOP	Corrective Action
Storing and Using Poisonous or	1. Retrain any foodservice employee found not following the procedures in this SOP.

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Toxic Chemicals	<ol style="list-style-type: none"> 2. Discard any food contaminated by chemicals. 3. Label and/or properly store any unlabeled or mis placed chemicals
Transporting Foods to Remote Sites (Satellite Kitchens)	<ol style="list-style-type: none"> 1. Retrain any foodservice employee found not following the procedures in this SOP. 2. Continue heating or chilling food carrier if the proper air temperature is not reached. 3. Reheat food to 165 °P for 15 seconds if the internal temperature of hot food is less than 135 °F. Refer to the Reheating Potentially Hazardous Foods SOP. 4. Cool food to 41 °P or below using a proper cooling procedure if the internal temperature of cold food is greater than 41 °F. Refer to the Cooling Potentially Hazardous Foods SOP for the proper procedures to follow when cooling food. 5. Discard foods held in the danger zone for greater than 4 hours.
Using and Calibrating a Thermometer	<ol style="list-style-type: none"> 1. Retrain any foodservice employee found not following the proceures in this SOP. 2. For an inaccurate, bimetallic, dial-faced thermometer, adjust the temperature by turning the dial while securing the calibration nut (located just under or below the dial) with pliers or a wrench. 3. For an inaccurate, digital thermometer with a reset button, adjust the thermometer according to manufacturer's instructions. 4. If an inaccurate thermometer cannot be adjusted on-site, discontinue using it, and follow manufacturer's instructions for having the thermometer calibrated. 5. Retrain employees who are using or calibrating food thermometers improperly.
Using Suitable Utensils When Handling Ready-to-Eat Foods	<ol style="list-style-type: none"> 1. Retrain any foodservice employee found not following the procedures in this SOP. 2. Discard ready-to-eat food touched with bare hands.
Using Time Alone as a Public Health Control 	<ol style="list-style-type: none"> 1. Retrain any foodservice employee found not following the procedures in this SOP. 2. Discard unmarked or unidentified food or food that is noted to exceed the 4-hour limit.
Washing Fruits and Vegetables	<ol style="list-style-type: none"> 1. Retrain any foodservice employee found not following the procedures in this SOP. 2. Remove unwashed fruits and vegetables service and washed immediately before being served. 3. Label and date fresh cut fruits and vegetables. 4. Discard cut melons held after 7 days.

Summary of Corrective Actions for HACCP-Based SOPs, continued

SOP	Corrective Action
Washing Hands	<ol style="list-style-type: none"> 1. Retrain any foodservice employee found not following the procedures in this SOP.

HACCP-Based SOPs

- | | |
|--|--|
| | <ol style="list-style-type: none">2. Ask employees that are observed not washing their hands at the appropriate times or using the proper procedure to wash their hands immediately.3. Retrain employee to ensure proper handwashing procedure. |
|--|--|

Employee Food Safety Training Record

Date: -----

Location: _____

HACCP-Based SOPs

Directions: Use this form to record food safety training provided to employees. Maintain this record for a minimum of 1 year.

[illegible]

No-Cook Process Worksheet

Directions: Review the standardized recipe for each of your menu items. Write the name of the menu item, the recipe number, and any specific instructions in the appropriate columns. Follow your HACCP-based standard operating procedures for facility-wide, receiving, storing, preparing, holding, and serving.

HACCP-Based SOPs

Menu Item	Recipe Number	Specific Instructions

No-Cook Process Worksheet, continued

Directions: Review the standardized recipe for each of your menu items. Write the name of the menu item, the recipe number, and any specific instructions in the appropriate columns. Follow your HACCP-based standard operating procedures for facility-wide, receiving, storing, preparing, holding, and serving.

Menu Item	Recipe Number	Specific Instructions
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HACCP-Based SOPs

Same Day Service Process Worksheet

Directions: Review the standardized recipe for each of your menu items. Write the name of the menu item, the recipe number, and any specific instructions in the appropriate columns. Follow your HACCP-based standard operating procedures for facility-wide, receiving, storing, preparing, holding, cooking, and serving.

Menu Item	Recipe Number	Specific Instructions
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HACCP-Based SOPs

Same Day Service Process Worksheet, continued

Directions: Review the standardized recipe for each of your menu items. Write the name of the menu item, the recipe number, and any specific instructions in the appropriate columns. Follow your HACCP-based standard operating procedures for facility-wide, receiving, storing, preparing, holding, cooking, and serving.

Menu Item	Recipe Number	Specific Instructions

HACCP--Based SOPs

Complex Food Process Worksheet

Directions: Review the standardized recipe for each of your menu items. Write the name of the menu item, the recipe number, and any specific instructions in the appropriate columns. Follow your HACCP-based standard operating procedures for facility-wide, receiving, storing, preparing, holding, cooking, serving, cooling, and reheating.

Menu Item	Recipe Number	Specific Instructions

HACCP-Based SOPs

Complex Food Process Worksheet, continued

Directions: Review the standardized recipe for each of your menu items. Write the name of the menu item, the recipe number, and any specific instructions in the appropriate columns. Follow your HACCP-based standard operating procedures for facility-wide, receiving, storing, preparing, holding, cooking, serving, cooling, and reheating.

Menu Item	Recipe Number	Specific Instructions

HACCP–Bas.ed SOPs

Reference List

Iowa State University. (2003). *HACCP: Hazard analysis critical control point information center*. Retrieved October 11, 2005, from <http://www.iowahaccp.iastate.edu/plans/index.cfm?CatList=14,16&ParentID=16§ionid=2>.

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U. S. Department of Agriculture, Food and Nutrition Service, & National Food Service Management Institute. (2002). *Responding to a food recall*. University, MS: Author.

HACCP-Based SOPs

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U.S. Department of Agriculture, Food and Nutrition Service, & National Food Service Management Institute. (2004). *Wash your hands: Educating the school community*. University, MS: Author.

U. S. Food and Drug Administration. (2001). *Food code*. Retrieved October 11, 2005, from <http://www.cfsan.fda.gov/~cb/ns/foodcode.html#intro>.

Resource List

National Food Service Management Institute. (2003). *Emergency readiness plan: Guide and forms for the school food service operation*. University, MS: Author.

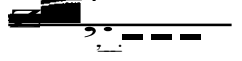
National Food Service Management Institute. (2004). *Serving it safe poster*. University, MS: Author.

United States Food and Drug Administration Center for Food Safety and Applied Nutrition. (2005). *Managing Food Safety: A HACCP principles guide for operators of food establishments at the retail level*. Available at <http://vm.cfsan.fda.gov/~dms/hret-2.html#flow>.

U.S. Department of Agriculture, Food and Nutrition Service. (2004). *A biosecurity checklist for school food service programs: Developing a biosecurity management plan*. Available at <http://schoolmeals.nal.usda.gov/Safety/biosecurity.pdf>.

Food Safety Web Sites

USDA ♦



HACCP-Based SOPs

FDA Center for Food Safety and Applied Nutrition, available at
<http://www.cfsan.fdagov/~lrd/haccp.html>

Gateway to Government Food Safety Information, available at
www.FoodSafety.gov

Healthy School Meals Resource System, available at
<http://schoolmeals.nal.usda.gov/>

"Is It Done Yet?" available at
<http://www.isitdoneyet.gov>

"ThermiT.M" available at
http://www.fsis.usdagov/Food_Safety_Education/ThermiT.M

Thermometer Resource available at http://www.nfsmi.org/Information/thermometer_resource.html

Byram Hills MINIMUM REQUIRED Labor Schedule 2018-2019

SCHEDULE G-1

Name	Position	School	Hours	Hours/Day	Hourly Rate	3% Increase	\$	New Wage	Years of Service	Notes
District:										
Melinda Hamilton	Food Service Director	All	8:00am-4:00pm	8.00	\$36.75				12.7	4 Weeks Vacation, 6 PTO Days, 9 Paid Holidays, 10% Bonus, Medical/Dental/Vision Health Benefits, 401K and match, Dependant Care Account
High School:										
Jeannemarie Vedovino	HS Cook/Manager	HS	8:00am-4:00pm	8.00	\$19.29	3.00%	\$0.58	\$19.87	7.5	4 Weeks Vacation, 8 PTO Days, Medical/Dental Health Benefits
Maritza Suriel	FSW- Food Prep/Deli	HS	6:30am-2:00pm	7.50	\$13.40	3.00%	\$0.40	\$13.80	8.6	8 PTO Days
Luz Portorreal	FSW- Food Prep/Deli	HS	6:30am-2:00pm	7.50	\$12.00	3.00%	\$0.36	\$12.36	5.5	8 PTO Days
Victor Melo	FSW- Food Prep/Deli	HS	8:00am-3:15pm	7.25	\$13.26	3.00%	\$0.40	\$13.66	1.4	8 PTO Days
Aminata Conde	FSW- Cashier	HS	8:30am-2:00pm	5.50	\$13.74	3.00%	\$0.41	\$14.15	9.7	8 PTO Days
OPEN- FSW	FSW- Food Prep/Deli	HS	8:30am-1:30pm	5.00	\$13.00	3.00%	\$0.39	\$13.39		8 PTO Days
Erika Flores	Lead FSW- Cashier	HS	6:30am-2:00pm	7.50	\$14.00	3.00%	\$0.42	\$14.42	1.5	8 PTO Days
Susana Escobar	FSW- Barista	Java	6:30am-2:00pm	7.50	\$14.96	3.00%	\$0.45	\$15.41	8.6	8 PTO Days
Jeniffer Gutierrez	FSW- Barista	Java	8:15am-3:15pm	7.00	\$12.36	3.00%	\$0.37	\$12.73	2.4	8 PTO Days
Middle School:										
Stephanie Dragani	MS Cook/Manager	MS	6:00am-2:00pm	8.00	\$21.49	3.00%	\$0.64	\$22.13	13.6	4 Weeks Vacation, 8 PTO Days, Medical/Dental/Vision Health Benefits
Mejreme Neza	FSW- Food Prep/Server	MS	7:00am-2:00pm	7.00	\$12.65	3.00%	\$0.38	\$13.03	10.0	8 PTO Days
Josephine Gizzo	FSW- Food Prep/Deli	MS	7:00am-2:00pm	7.00	\$12.00	3.00%	\$0.36	\$12.36	3.5	8 PTO Days
Drunusha Berisha	FSW- Food Prep/Deli	MS	8:00am-2:00pm	6.00	\$12.00	3.00%	\$0.36	\$12.36	2.2	8 PTO Days
Pia Bastone	FSW- Food Prep/Cashier	MS	8:30am-1:30pm	5.00	\$12.67	3.00%	\$0.38	\$13.05	9.6	8 PTO Days
Wampus:										
Sabrina Ingersoll	FSW- Lead Cook	Wampus	6:45am-2:15pm	7.50	\$17.00	3.00%	\$0.51	\$17.51	2.1	8 PTO Days
Vivirina Nurmala	Lead FSW- Food Prep/Cashier	Wampus	9:00am-1:45pm	4.75	\$12.75	3.00%	\$0.38	\$13.13	3.5	8 PTO Days
Joseph Redendo	FSW- Food Prep/Server	Wampus	9:00am-2:00pm	5.00	\$12.88	3.00%	\$0.39	\$13.27	2.5	8 PTO Days
Coman Hill:										
Barbara Dugan	FSW- Lead Cook	Coman Hill	8:45am-2:00pm	5.25	\$14.79	3.00%	\$0.44	\$15.23	18.5	8 PTO Days
Lorelei Fazzinga	FSW- Food Prep/Server	Coman Hill	8:30am-1:30pm	5.00	\$13.65	3.00%	\$0.41	\$14.06	16.0	8 PTO Days
OPEN- Cashier	FSW- Food Prep/Cashier	Coman Hill	9:30am-1:45pm	4.25	\$13.00	3.00%	\$0.39	\$13.39		8 PTO Days

Byram Hills Central School District: Labor Specifications

Schedule G-2

The FSMC Shall: Adhere to The Following Staffing Requirements, Training and Other Labor-Related Concerns.

1. It is the desire of Byram Hills CSD that a full-time, 11-month per year *Food Service Director* be made available by the FSMC awarded this contract. The Byram Hills CSD shall have the opportunity to interview and approve the FSMC's candidates for this position. Resumes of the prospective candidates shall be included with this bid. It should document the the background, experience and education of the candidates.
2. The Food Service Director is responsible for the management and supervision of the Byram Hills CSD food service program. The Food Service Director is required to work 11 months of the year.
3. The Food Service Director shall not routinely perform hourly duties or assign themselves to regular tasks of any hourly associate positions for an extended period of time (5 days).
4. The Food Service Director is required to visit each service location at least once per week during service periods. A record documenting time and scope of such visits shall be retained at the location. Visits should be timed so that breakfast and lunch are observed regularly.
5. The Food Service Director is not an employee of the SFA.
6. The Food Service Director assigned to Byram Hills CSD must meet or exceed the following qualifications as well as the Professional Standards for State and Local School Nutrition Program Personnel as required by the Healthy, Hunger-Free Kids Act of 2010.
 - a. Experience in all aspects of food service management including but not limited to: menu planning, ordering, accountability, satellite operations, 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
 - b. Be SERV Safe certified; Allergen & HACCP from FSMC; and any applicable local Board of Health certifications
 - c. Possess good interpersonal skills and be able to communicate effectively with staff, students, parents and administrators.
 - d. Document and maintain mandated training records for the NYS Administrative Review process.
 - e. Cooperate fully with SFA and designees in preparation for the NYS NSLP reviews.
 - f. Computer knowledge of (at minimum) Microsoft Word, Microsoft Excel, email and District POS systems.
 - g. A 2 or 4-year college degree, preferably in food service management, dietetics or an equivalent.
 - h. The Byram Hills CSD Food Service Director must be a Registered Dietician with current credentials not working towards/internship. Fully Licensed and Registered, no exceptions.

- i. Five (5) years minimum experience in successfully managing a high quality, multi-unit, student-oriented, cost effective school food service operation. No exceptions.
 - j. Each FSMC must submit resumes for at least two (2) of their current Food Service Directors (not to include owners, district managers, supervisors or other headquarters personnel) currently working as Directors and are Registered, Licensed Dietitians of school food service operations, and who are viable candidates to accept the position of Food Service Director at the Byram Hills CSD.
- 7. The Food Service Director must have reviewed this Bid Document and its contents and be prepared to comply with all specifications. The FSMC and the Food Service Director are held responsible for 100% compliance of all requirements within the bid document. Penalties for non-compliance will be issued as specified in the Agreement.
- 8. Job Descriptions are required for all positions and are to be followed routinely. Specific job descriptions shall be included as part of this bid document by the FSMC.
- 9. Adequate personnel shall be employed to carry out all necessary operations, including but not limited to: all points of service, preparation, service, sanitation, cleanup, in-service training and other required functions as per job descriptions and contract specifications.
- 10. The FSMC will employ only persons acceptable to Byram Hills CSD. The SFA should be notified immediately if any employees are transferred or discharged.
 - a. The FSMC is to promptly replace personnel who are terminated or otherwise leave the employment of the FSMC so that the high levels of food quality and customer service are not jeopardized.
- 11. Relief personnel (substitutes) are to be available to cover for illness, personal, vacation or other absences. A roster of one (1) additional substitute must be available at all times. The SFA may ask to review this roster at any time.
- 12. Financial penalties as noted in the Agreement may be imposed for staffing shortages that in the opinion of the SFA compromise the program offerings, service and/or cause delays for students, faculty, and staff.
- 13. The Food Service Director is expected to be active at each school to ensure proper production, presentation, service and sanitation standards are being met.
- 14. Should a Food Service Committee be formed within the district, representatives of the FSMC including the Food Service Director may be required to periodically attend committee meetings.
- 15. The FSMC District Manager shall meet with the School Business Administrator or designated liaison for the required frequency as described in the bid specifications, 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.
- 16. The FSMC District Manager and Food Service Director shall be proactive in preparations for any NYS NSLP audits; unacceptable reviews reflected upon the responsibilities of the FSMC may constitute removal of both the FSMC District Manager and on-site Food Service Director.
- 17. The Food Service Director is to meet with building principal(s) at least once per month.

18. The Food Service Director is to meet with the School Business Administrator 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 shall occur during the monthly meeting with the School Business Administrator.
19. The district may request an annual presentation to the Board of Education by the Food Service Director 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.
20. The district requires chef/managers with five years' experience at the High School and Middle School. FSMC shall present resumes, if current is not retained.
21. Proper signage on each serving line shall be provided to inform students and staff of the exact offerings they are entitled to within their complete meal.
22. Proper attire consisting of aprons, hairnets and nametags, are to be worn by all food service personnel. Supplemental hair restraints such as hats or visors are welcome additions to the required hairnets.
23. Employees who handle money or cleaning supplies are not to handle food at the same time.
24. Employees may not use their cell phones during work hours.
25. Employees shall be knowledgeable in the District's Shaming Policy and free and reduced priced meal eligibility of the students and any communication of account balance to students shall not be communicated to the student or any other person. The information are confidential pieces of information, the Food Service Director is responsible for communication of this information as per all district policies. This confidentiality must be respected and adhered to by all FSMC employees.
26. Lead personnel and cooks are required to be Serv-Safe certified, attend mandated training courses in safety and sanitation and company HACCP training certification. Company standard Allergan training standards and certification for reacting to food allergies/cross contamination and compliance with local county and state Health Department Regulations.
27. Technical support services shall be provided by the FSMC for the purpose of training food service personnel. The technical experts are to provide on-site training to all food service personnel and must complete a minimum of three (3) visits annually. Documentation is to be provided to the School Business Administrator within ten (10) days of the completion of trainings.
28. The FSMC is to provide functional routine training in tasks listed in the job descriptions. Such training shall be provided by the Food Service Director and/or the District Manager to ensure that all food service personnel are aware of policies, procedures, methods such as offer vs. serve, reimbursable meal components, and customer service standards they are to implement when providing daily service. A minimum four (4) hour training session shall occur prior to the start of each school year. Documentation shall be provided to the School Business Administrator 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 payment penalties.

29. 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 six (6) 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 School Business Administrator 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 payment penalties.
29. The potential Food Service Management Companies must submit with their bids the following information:
- a. Names of the training programs to be offered
 - b. Names and credentials of the technical experts who will deliver such training programs
 - c. Dates of the training programs planned
30. The SFA shall have the right in its sole discretion to reject any of the FSMC's current employees and incoming applicants in the best interests of Byram Hills CSD, and to bar such employee from any district facility. Any replacement to be used by the FSMC 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 obligation to provide for any modification.
31. FSMC's shall complete and submit a Labor Schedule (attached) for each school. The Current Labor Schedule in Schedule G includes an hourly wage increase and should be considered the minimum labor staffing for the program. SFA has elected to indicate minimum rates of pay and hours for staffing the cafeterias. All labor hours, including training time, paid time off, opening, closing etc. shall be included on this schedule. Additionally, as part of the bid, FSMC's shall identify what benefits are available to employees and at what threshold of hours worked.
32. It is expected that all current employees will be retained at the hourly rates indicated on the attached staffing charts.
33. Adequate staffing will be maintained at all times and maintain at least current staffing levels at current pay rates for first year, unless changes are approved by District. The Director shall not fill hourly positions nor fill in as a cashier on a regular basis. The Director must be available to manage the operation at all times. The Director is required to visit each school at least once each week of operation.
34. Training for all school managers, lead persons and cashiers in such categories as customer service, food preparation, National School Lunch Program (NSLP) requirements, point of sale system, food production record keeping, and HACCP (food safety training) must take place for at least two days in August of each year prior to the opening of school. All other school employees will participate in one day of similar training at the same time. At least one person in each school will be SERV Safe Certified or equivalent.

Entitlement/Bonus Summary Report

SCHEDULE H-1

User : HAMILTOM0002 Melinda Hamilton

Selection Criteria :

Program	[IS] [Equals] NSLP
Program Year	[IS] [Equals] 2018
SDA Region Code	All
RA / SDA Number	[IS] [Equals] 4006341
Sold-To State	All

Description : Entitlement/Bonus Summary Report

Entitlement/Bonus Summary Report

Sold-To	Program	Year	Beg. Ent. Balance	DOD Fresh Amount	Ent. Order Total	Ent. Pounds	Ending Balance	Bonus Order Total	Bonus Pounds
4006341 G-BYRAM HILLS SCHOOL DISTRICT ARMONK, NY	NSLP	2018	\$23,660	\$0	\$27,948	33,541	\$4,288-	\$0	0
1 Record(s)					\$27,948	33,541	\$4,288-	\$0	0

Entitlement/Bonus Summary Report

SCHEDULE H-2

User : HAMILTOM0002 Melinda Hamilton

Selection Criteria :

Program	[IS] [Equals] NSLP
Program Year	[IS] [Equals] 2019
SDA Region Code	All
RA / SDA Number	[IS] [Equals] 4006341
Sold-To State	All

Description : Entitlement/Bonus Summary Report

Entitlement/Bonus Summary Report

Sold-To	Program	Year	Beg. Ent. Balance	DOD Fresh Amount	Ent. Order Total	Ent. Pounds	Ending Balance	Bonus Order Total	Bonus Pounds
4006341 G-BYRAM HILLS SCHOOL DISTRICT ARMONK, NY	NSLP	2019	\$23,701	\$0	\$23,103	29,508	\$598	\$0	0
1 Record(s)					\$23,103	29,508	\$598	\$0	0

BYRAM HILLS SCHOOL DISTRICT
2019-2020 SCHOOL CALENDAR
Adopted: February 5, 2019

SCHEDULE I-1

This calendar was adopted by the Byram Hills Board of Education on February 5, 2019. If the Commissioner makes changes to the Regents Exam schedule, or the 3-8 assessment schedules, then this calendar will need to be revised.

August: (2 Supt. Conf. Days)

Wed., 8/28 & Thurs., 8/29 -
 Superintendent's Conference Days for
 Staff Development (**Staff Only**)

September: 19 days

Mon., 9/2 - Labor Day
 Tues., 9/3 - Schools Open
 Mon., 9/30 - Rosh Hashanah

AUG. / SEPT.

26	27	28	29	30
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

February: 15 days

Mon., 2/17 through
 Fri., 2/21 - Winter Recess

FEBRUARY

3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

October: 20 days

Tues., 10/1 - Rosh Hashanah
 Wed., 10/9 - Yom Kippur
 Mon., 10/14 - Columbus Day

OCTOBER

	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

March: 21 days + 1 SCD

Fri., 3/13 - Superintendent's
 Conference Day for Staff
 Development (**Staff Only**)

MARCH

2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

November: 17 days + 1 SCD

Mon., 11/11 - Veteran's Day
 Tues., 11/12 - Superintendent's Conference
 Day for Staff Development (**Staff Only**)
 Thurs., 11/28 through
 Fri., 11/29 - Thanksgiving Recess

NOVEMBER

				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

April: 17 days

Mon., 4/6 through
 Fri., 4/10 - Spring Recess

APRIL

		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

December: 15 days

Mon., 12/23 through
 Tues., 12/31 - Holiday Recess

DECEMBER

2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

May: 20 days

Mon., 5/25 - Memorial Day

MAY

				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

January 2020: 19 days

Wed., 1/1 - New Year's Day through
 Fri., 1/3 - Holiday Recess
 Mon., 1/20 - Martin Luther King, Jr. Day
 Tues., 1/21 - through
 Fri., 1/24 - Regents Exams

JANUARY

		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

June: 20 days

Tues., 6/2 & Wed., 6/17 through
 Fri., 6/26 - Regents Exams
 Fri., 6/26 - Rating Day &
**Last Day of School for
 Students**

JUNE

1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26

Key: **Shaded dates = schools closed**
Bold = Staff only
Italics = Regents Exams

Total Days - 183, students; 187, teachers

Emergency Closings: If no days are used, schools will be closed 5/21, 5/22, 5/26. If one day is used, school will be closed 5/22 and 5/26. If two days are used, school will only be closed 5/22. If three or four days are used, the calendar stands as printed.

Special Note 1: In the event that school must be closed due to emergency conditions for more than the four allocated days, the necessary number of days will be made up using 4/6 as the first make-up day; 4/7 as the second make-up day and 4/8 as the third make-up day.

Special Note 2: As new NYS testing requirements are announced, some calendar adjustments may be necessary.

SCHEDULE I -2 OTHER OPPORTUNITIES

CATERING:

Catering is not included in this bid. Necessary catering will be arranged on an as needed basis and shall be billed separately and not be included in a la carte sales. Catering sales have been approximately \$5,000/school year. FSMC's, as part of their bid, shall provide a catering price list for anticipated functions typically encountered in school food service.

If, at any time, the FSMC desires to utilize the Byram Hills CSD Facilities for non-district purposes, they must negotiate that use with the Business Office.

Since catering food, labor and direct expenses will inevitably be commingled with the food, labor and direct expenses of the food service program, SFA will require FSMC to reimburse the SFA for anticipated costs of catering. FSMC must, on a monthly basis, account for catering sales and reimburse SFA based on the following schedule:

Food Cost - reimbursement equals 35% of sales
Labor Cost - reimbursement equals 30% of sales
Direct Expenses - reimbursement equals 10% of sales.

8505 CHARGING SCHOOL MEALS

SCHEDULE I-3

The Board of Education recognizes that on occasion, students may not have enough funds to pay for a meal. The Board will allow students who do not have enough funds to “charge” the cost of meals (excluding extras, a la carte items, side dishes, additional meals, and snacks) to be paid back at a later date, subject to the terms in this policy.

Compliance with State Guidelines

To comply with State guidelines and maintain a system for accounting for charged meals, regarding both full and reduced-price meals:

1. When a student’s account reaches the District designated minimum balance, the online meal-pay system or District, as appropriate, will notify the parent/guardian.
2. When a student’s account reaches a District designated negative balance, the District will commence a communication procedure with parents to collect the balance and replenish the account.
3. The District will use a computer-generated point of sale system, which identifies and records all meals as well as collects repayments.
4. For District and food service accounting purposes, charged meals that result in a negative balance must be counted and claimed for state fund reimbursement on the day that the student charged (received) the meal, not the day the charge is paid back. When charges are paid, these monies are not to be considered “à la carte” transactions.

Unpaid Meal Charges and Debt Collection

Unpaid meal charges are a financial burden to the District and taxpayers and can negatively affect the school program. Unpaid meal charges shall be considered “delinquent” as per the District’s accounting practices.

Parents/guardians shall be discretely notified of student account balances when a student’s account balance falls to a District determined amount, and of the process to refill the account. This notification will continue regularly until the account is replenished. Parents/guardians must repay all unpaid charges remaining at the end of the year or before their child leaves the District, whichever occurs first.

For students who have negative balances of at least five meals, the District shall determine if the student is directly certified to be eligible for free meals, and attempt to reach the parent/guardian to assist them in the application process for free and/or reduced price meals, and determine if there are other issues within the household causing the insufficient funds and offer appropriate assistance. If a parent/guardian

regularly fails to provide meal money and does not qualify for free or reduced price meals, the District may take other actions as appropriate, including notifying the local department of social services if neglect is suspected.

Students shall not be denied a state reimbursable meal, even if they have accrued a negative balance. No student with unpaid charges will be prohibited from purchasing food if they have money that day.

Students who cannot pay for a meal or who have unpaid meal debt shall not be publicly identified or stigmatized (including wristbands or hand stamps), required to do chores or work to pay for meals, or have meals taken away after they have been served. District staff shall not discuss a student's unpaid meal debt in front of other students. The District shall not take any action directed at a student to collect unpaid school meal fees.

Account Balances

The District shall attempt to recover unpaid meal charges, as indicated by a negative balance in the student account, before the end of the school year, but may continue efforts into the next school year. The District shall not involve debt collectors as defined in federal law (15 USC §16929), and may not charge fees or interest. Any funds remaining in the account at the end of the school year will be carried over to the next school year. When students leave the District or graduate, the District will attempt to contact the parent/guardian to return remaining funds. Parents/guardians may request that funds be transferred to other students (e.g., siblings, unpaid accounts). All transfer requests must be in writing. Unclaimed funds remaining after three months shall be absorbed by the school meal account.

Staff

Staff members are allowed to purchase food from the District's food services. However, all purchases must be paid for at the point of sale with cash or a prepaid school lunch account. Staff members are not allowed to charge meals to be repaid later.

The District shall notify all parents/guardians in writing on an annual basis at the start of the school year and to families transferring during the year, outlining the requirements of this policy. The policy shall also be published on the District website. All staff involved in implementing and enforcing this policy shall also be notified of these requirements and trained in their responsibilities. The District's enrollment procedures shall include the application process for free and reduced price meals. If the District becomes aware that a student is so eligible, it shall file an application for the student. Staff responsible for assisting foster, homeless and migrant students shall coordinate with the food services staff to ensure such students receive free school meals.

Ref:

[42 USC §1779](#)(Child Nutrition Act of 1966)

[42 USC §§1758](#)(f)(1); 1766(a) (National School Lunch Act)

[2 CFR §200.426](#)(accounting for debt in federal programs)

[7 CFR §§210.9](#), [210.12](#); [210.19](#); [220.13](#); [245.5](#)(accounting in federal school meal programs)

Healthy, Hunger-Free Kids Act ([Public Law 111-296](#)), [§143](#)

USDA Report to Congress, *Review of Local Policies on Meal Charges and Provision of Alternate Meals*, June

2016, www.fns.usda.gov/sites/default/files/cn/unpaidmealcharges-report.pdf

Unpaid Meal Charges: Local Meal Charge Policies, USDA FNS Memo SP 46-2016 (07/08/16), www.fns.usda.gov/unpaid-meal-charges-local-meal-charge-policies

Unpaid Meal Charges: Guidance and Q&A, USDA FNS Memo SP 57-2016 (09/16/16), <https://fns-prod.azureedge.net/sites/default/files/cn/SP57-2016os.pdf>

Unpaid Meal Charges: Guidance and Q&A, USDA FNS Memo SP 23-2017 (03/23/17), <https://fns-prod.azureedge.net/sites/default/files/cn/SP23-2017os.pdf>

Unpaid Meal Charges: Clarification on Collection of Delinquent Meal Payments, USDA FNS Memo SP 47-2016 (07/08/16), www.fns.usda.gov/sites/default/files/cn/SP47-2016os.pdf

Overcoming the Unpaid Meal Challenge - Proven Strategies from Our Nation's Schools, USDA FNS Guidance Document (May 2017), <https://fns-prod.azureedge.net/sites/default/files/cn/SP29-2017a1.pdf>

Student Meal Charge Policy, NYSED Guidance Memo, (5/30/17), <http://www.cn.nysed.gov/content/student-meal-charge-policy>

NEW POLICY

Adopted: 12-5-17

Adopted: 12-4-18

Byram Hills School District

MONTHLY FINANCIAL ACCOUNTING ATTESTATION STATEMENT

(Please Note: Monthly Attestation Statements are to be kept on file with the monthly operating statements for the life of the contract/extension.)

Attestation statement required to be submitted to the School Food Authority with the monthly operating statement and supporting documentation detailing all current rebates, discounts and credits pursuant to Section 22 of the New York State Education Department Prototype Food Service Management Contract.

I _____ as he duly authorized representative of _____ Food Service Management Company, certify that all rebates, discounts and credits have been properly disclosed and provided with the monthly operating statement for_(month) submitted to _____SFA, and are true and correct and to the best of my knowledge.

FSMC Authorized Signature: _____ Date:

Mobile Ordering App **SCHEDULE I-5**

Byram Hills School District is in the process of implementing a mobile ordering app for the high school. This app will allow high school student to pre-order cold deli sandwiches in the morning to be picked up during lunch time.

The app was designed with students from Byram Hills, and the district administration and is required for the FSMC to implement. It is not an Aramark app but one designed as a student project, etc. *The SFA will not consider an FSMC's app.* This app is well into it final design stages and ready for implementation in September 2019. The District has no information at this time to include in the bid.

SCHEDULE I-6

School	Total Enrollment	Paid	Free	Reduced
Byram Hills High School	788	759	29	0
H.C. Crittenden Middle School	529	508	20	1
Wampus Elementary School	541	515	24	2
Coman Hill Elementary School	436	420	15	1
	2,294	2,202	88	4

*As of 3/26/19

BH Bid Enrollment & Free & Reduced

The District has elected to operate an A LA CARTE program at the Byram Hills and H.C. Crittenden Middle Schools. Sales at these two schools during the 2018-2019 school are heavily weighted toward a la carte versus reimbursable meals. All sales at these schools will be converted to meals using the 2019-2020 conversion factor of \$3.79

Average Daily Ala Carte Sales and Reimbursable Meals

	Student Ala Carte Sales	Adult Ala Carte Sales	Lunch			Breakfast		
			Paid Meals	Reduced Meals	Free Meals	Paid Meals	Reduced Meals	Free Meals
Coman Hill Elementary School	\$61.00	\$11.50	193	0	10	0	0	0
Wampus Elementary School	\$836.00	\$24.00	145	3	14	12	0	2
H.C. Crittenden Middle School	\$2,156.00	\$81.00						
Byram Hills High School	\$2,510.00	\$163.00						
Coffee Shop	\$870.00	\$81.00						
	\$6,433.00	\$360.50	338	3	24	12	0	2

BH AVERAGE DAILY ALA CARTE SALES & REIMBURSABLE MEALS