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| <p>Date Received</p> <p>SED Use Only</p> | <p>The University of the State of New York NEW YORK STATE EDUCATION DEPARTMENT Child Nutrition Program Administration 99 Washington Avenue, Room 1623 OCP Albany, New York 12234</p> <p>Telephone: (518) 474-3956 Fax: (518) 473-0018 Web address: www.nysed.gov/cn/cnms.htm</p> | <p>Document Stamp Here</p> <p>SED Use Only</p> <p>A la Carte</p> |
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Type III

2019-20 Food Service Management Company Contract Check List

Fill out this form completely, sign and return it with the entire packet

School Food Authority: Hastings-on-Hudson U.F.S.D.

LEA Code # 660404030000

Contact Person: Maureen Caraballo

Title: District Treasurer

Telephone Number: 914.478.6210

Management Company _____

Type III Contract Bid Price _____ Per Meal

Program(s) (check all that apply) **Milk** ☒ **SFSP** ☐ **A La Carte Service** ☒

Ensure that your final Bid Packet contains all the items required by checking (✓) each one to certify that they are included in the bid documents submitted.

REQUIRED FORMS

- | | |
|---|---|
| <input type="checkbox"/> Overview of Schedules – Form #1 | <input type="checkbox"/> Preparation of Bid Specifications – Form #7 |
| <input type="checkbox"/> Cover Page – Form #2 | <input type="checkbox"/> Certificate of Insurance – Form #8 |
| <input type="checkbox"/> Bid Summary – Form #3 | <input type="checkbox"/> Performance Security (if applicable) – Form #9 |
| <input type="checkbox"/> Board Minutes (if not the lowest bidder) – Form #4 | <input type="checkbox"/> Summer Food Service Program – Form #10 |
| <input type="checkbox"/> Notarized Affidavit of Publication – Form #5 | <input type="checkbox"/> SFSP Site List – Form #10A/B |
| <input type="checkbox"/> Debarment Option – Form #6 | |

AGREEMENT SECTION

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

BID SPECIFICATION SECTION

- | | |
|---|--|
| <input type="checkbox"/> Indicate Child Nutrition Programs Currently Participating In | <input type="checkbox"/> Specify any Child Nutrition Programs SFA Anticipates Entering |
| <input type="checkbox"/> Prior Year's Sales and Meal Pricing Information | <input type="checkbox"/> Performance Security |
| <input type="checkbox"/> Insert Student and Adult Meals A La Carte Prices | <input type="checkbox"/> Attach Applicable information in Schedules A-H |
| <input type="checkbox"/> Specify Meal Service Locations and Times | <input checked="" type="checkbox"/> Signed Original 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 approval.

Signed _____ Title _____

Telephone Number _____ Date _____

Submit one (1) final contract with original signatures, plus two (2) additional copies which may also be original signatures. All documents with original signatures must be in blue ink only. 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, and operating cost sheets). Omissions and inaccuracies in the contract will cause delays in approval and your receipt of reimbursement.

NYSED Use Only

OVERVIEW OF SCHEDULES

**TYPE III
CONTRACT SCHEDULES OVERVIEW**

The following Schedules must also be included in each complete bid:

- ☐ Schedule A: 21-Day Sample Menus, Merchandising, Promotions, Sample Production Records and Recipes
- ☐ Schedule B: Food and Beverage Procurement Specifications
- ☐ Schedule C: SFA Local Wellness Policy
- ☐ Schedules D1-D2: Cost Responsibility Sheet and Explanation
- ☐ Schedule E: Itemized Inventory List
- ☐ Schedule F: School Food Safety Plan
- ☐ Schedule G: Staffing Schedules
- ☐ Schedule H: Monthly Financial Accounting Attestation
- ☐ Schedule I: Additional Schedules (School Calendar, Reimbursement Claim Form, etc.)

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Form #2

**NYS REQUIRED 2019-20 COVER PAGE FOR
FSMC CONTRACT AND BID SPECIFICATIONS**

BID NUMBER _____

**TYPE III
COVER PAGE**

FOR:

Hastings-on-Hudson Union Free School District

School Food Authority Name

660404030000

LEA Code

27 Farragut Avenue

Street Address

Hastings-on-Hudson, NY 10706

City, State, Zip

914.478.6200

Telephone Number

Dr. Charles T. Wilson

Superintendent/CEO Name

wilsonc@hohschools.org

E-mail Address

SUBMITTED BY:

Management Company Name

Street Address

City, State, Zip

Telephone Number

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (800) 795-3272 or (202) 720-6382 (TTY). USDA is an equal opportunity provider and employer.

SED Use Only

NYSED Review

Date: _____

**NYS REQUIRED 2019-20
BID SUMMARY FORM**

**TYPE III
BID SUMMARY FORM**

SFA NAME: _____ LEA CODE: _____

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 (✓) |
|-----------|------------|----------------------|
| | | |
| | | |
| | | |
| | | |
| | | |

2. Did the SFA award the bid to the lowest responsible bidder? ☐ Yes ☐ No
If no, attach a signed copy of the Board of Education resolution/minutes awarding the food service contract and attach to Form 4.

Original Signature (blue ink only) - (SFA Representative)

Date

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Form #4

**NYS REQUIRED 2019-20
BOARD MINUTES**

**BOARD MINUTES ONLY NEED TO BE ATTACHED IF
FSMC SELECTED WAS NOT THE LOWEST RESPONSIVE BIDDER
AS INDICATED ON FORM #3**

**TYPE III
BOARD MINUTES FORM
Attach board minutes selecting bidder here**

SFA NAME: _____ LEA CODE: _____

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Form #5

**NYS REQUIRED 2019-20
NOTARIZED AFFIDAVIT OF PUBLICATION**

**TYPE III
NOTARIZED AFFIDAVIT OF PUBLICATION FORM**

ATTACH NOTARIZED AFFIDAVIT OF PUBLICATION HERE

SFA NAME: _____ LEA CODE: _____

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

Please note:

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 for advertising 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 ad 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 ad with the notarized affidavit is acceptable to be attached here.

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Form #6

**NYS REQUIRED 2019-20
DEBARMENT OPTION A - SFA**

**TYPE III
DEBARMENT OPTION A – SFA FORM**

_____ checked the excluded parties list system on _____
(SFA Representative Name and Title) (date)

<http://www.epls.gov> and this prospective contractor _____
(Name of FSMC and Principal/President of Company)

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

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

Original Signature - (SFA Representative)

Date

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

Although we have included a list of the FSMC's 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 List System (EPLS) website as of January 2013. 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:

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

OR

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.**

INSTRUCTIONS FOR FORM #7
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 in whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. 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.
5. 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.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
7. 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.
8. 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 in the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

FORM #7

DEBARMENT OPTION B

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) This 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 as explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name and Title of Authorized Representative

Signature (Sign in Blue Ink Only)

Date

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 section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, 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 (Sign in 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 Subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. 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 "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from
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.

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| 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"/> Subawardee Tier _____ if known: Congressional District, if known: _____ | | 5. If Reporting Entity in #4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____ |
| 6. Federal Department/Agency: _____ | | 7. Federal Program Name/Description: CFDA Number, if applicable: _____ |
| 8. Federal Action Number, if known: _____ | | 9. Award Amount, if known: \$ _____ |
| 10. a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i> _____ | | b. Individuals Performing Services <i>(including address if different from #10a.)</i> <i>(last name, first name, MI):</i> _____ |
| 11. Amount of Payment <i>(check all that apply):</i> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned | | 13. Type of Payment <i>(check all that apply):</i> <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 <i>(check all that apply):</i> <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: _____ (Sign in Blue Ink only) Print Name: _____ Title: _____ Telephone #: _____ Date: _____ |
| Federal Use Only: | | Authorized for Local Reproduction Standard Form – LLL |

**NYS REQUIRED 2019-20
PREPARATION OF BID SPECIFICATIONS**

**TYPE III
PREPARATION OF BID SPECIFICATIONS FORM**

SFA NAME: _____ LEA CODE: _____

1. Did the SFA hire, discuss or consult with anyone in the preparation of bid specifications other than SED staff? Yes ☒ No ☐

If **yes**, please complete 2 and sign 3 below.

If **no**, please sign 3 below.

2. Please specify below the name, title and company name of all involved parties that were hired by the SFA to assist in preparation of the bid specifications for bidding purposes.

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

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

SFA Representative:

Name: _____

Print

Signature (blue ink only)

Title: _____

Date

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Form #9

**NYS REQUIRED 2019-20
CERTIFICATE OF INSURANCE**

**TYPE III
CERTIFICATE OF INSURANCE FORM**

Attach a Copy of the Certificate of Insurance

SFA NAME: _____ LEA CODE: _____

| | |
|--|---|
| <p>The University of the State of New York NEW YORK STATE EDUCATION DEPARTMENT Child Nutrition Program Administration 99 Washington Avenue, Room 1623 OCP Albany, New York 12234</p> <p>Telephone: (518) 474-3956 Fax: (518) 473-0018 Web address: www.nysed.gov/cn/cnms.htm</p> | <p>Form #10</p> <p>NYS REQUIRED 2019-20 PERFORMANCE SECURITY</p> |
|--|---|

TYPE III

Attach a Copy of the 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 Bid Specification Section 14).

SFA NAME: _____ LEA CODE: _____

AGREEMENT SECTION

THIS AGREEMENT, made this _____ day of _____ by and between the
(Month, Year)
Hasting-on-Hudson UFSD in the city of Hastings-on-Hudson, New York, hereinafter referred
(School Food Authority)
to as SFA and _____ hereinafter 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 proposal for Food Service Management to the said facilities dated _____ and has been awarded a contract.

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

1. SCOPE AND PURPOSE

- A. The SFA shall provide the requisite administrative oversight of the food service 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 milk, a la carte sales including vending machines, and adult meals.
- C. The SFA shall be responsible for the cost of the food service program as indicated in the bid specifications and entitled to all receipts generated pursuant to this contract.
- D. All net income accruing to the SFA from the food service program shall remain in the program.
- E. The SFA shall retain control of the quality, extent and general nature of the food service program and the prices to be charged.
- F. The SFA shall retain signature authority for the policy/agreement to participate in the Child Nutrition Programs, including but not limited to NYSED reports, the online/paper submission of monthly milk claims for reimbursement, etc.
- G. The SFA shall be legally responsible for the conduct of the a la carte service 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.
- H. The FSMC shall receive for its services a reasonable fixed fee. Any prompt payment credit, discounts and/or rebates obtained from local vendors or through national or regional purchasing arrangements must be extended to the SFA in the form of lowering their product, food or other costs. Allowable charges to the SFA must be net of all credits, discounts and rebates. The SFA must benefit from all credits, discounts and rebates including those obtained by the FSMC, a subsidiary or an affiliate of the contractor or entities under the control of the same parent corporation of the FSMC. The FSMC must identify the amount of each discount; rebate and other applicable credit on bills and monthly invoices presented to the SFA for payment and individually identify the amount as a discount, rebate or in the case of other applicable credits, the nature of the credit and provide monthly operating statements which must clearly show these amounts.
- I. The food service programs provided shall be operated and maintained as a benefit to the SFA students and staff.
- J. The FSMC shall promote nutrition-health education as required by the local, county, State or federal governments.

2. FREE AND SPECIAL MILK POLICY

- A. The SFA's milk policy for the reimbursed paid and/or free milk as defined in the agreement and hereby in all respects made a part of this contract must comply with federal regulations if participating in the special milk program.

- B. The written policy of the SFA requiring service of free milk to needy children 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 eligibility applications, public announcement, letter to parents, direct certification, hearings, and maintenance of the eligibility rosters, the completion, distribution and collection of the parent letter and household application for free milk students. FSMC employees are not allowed to review, process and/or approve free milk applications or to be involved in the free milk application process. Currently there are approximately 60 students approved in grades K-12.
- D. The SFA shall be responsible for the establishment and maintenance of the free milk 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, sex, or disability as well as their inability to pay.

3. **POINT OF SERVICE ACCOUNTABILITY/COLLECTION METHOD**

- A. Milk shall be served, and proper accurate pupil participation records shall be maintained by the FSMC which must ensure that accurate categorical milk 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 students which must be approved by the SFA.
- C. The FSMC must adapt to the SFAs point of sale system and associated training costs will be the responsibility of the **FSMC**.

4. **A LA CARTE MENUS**

- A. All food items served must adhere to the specification listed on Schedule B and conform to the standard portion sizes listed.
- B. All a la carte 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 established menu and/or impose preparation of menu items that they prefer to serve for their convenience and/or preference. Any unannounced deviation from the menus by the FSMC, without prior approval of the SFA, may result in payment penalties.
- C. The FSMC must adhere to the a la carte menu for the first 21 days of meal service. Menu standards as presented in the 21-day menu must be maintained as to type and quality of meal service by the FSMC as indicated in Schedule A.
- 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 penalties, etc.
- E. Food that has become outdated, spoiled, damaged, wilted, dried out, aged, burnt, and/or has changed color shall not be used.
- F. 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.
- G. Menus are to be printed by the FSMC and distributed to parents, students, each school and administration and posted in all schools on a **MONTHLY** basis. Menus 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.
- H. Preparation and presentation of the same menu item(s) should be consistent in each building throughout the district.
- I. The FSMC may not use fillers or extenders, such as "textured vegetable protein," in foods served unless they receive prior written approval from the SFA.
- J. The District Manager of the FSMC shall provide monitor, supervise and train the food service staff personnel for the SFA's food service program. The FSMC District Manager shall visit all district schools **10** times throughout the school year and provide a written summary report to the **District Treasurer** within **14** days of their visit.
- K. All FSMC employees are to be trained to properly portion all food items to meet the requirements of the bid specification. A schedule of staff training is to be included with each FSMC proposal in Schedule G.
- L. The FSMC is to post all menus in a prominent location in all cafeterias and on the SFA's website if applicable.

5. **MEAL SERVICES**

- A. The FSMC shall provide specified types of meal services in an efficient manner to maximize participation in the Child Nutrition Programs as listed in the service locations and times and hereby in all respects made as a part of this contract.

- B. The FSMC is expected to ensure that the quality of a la carte 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 all items are available during the entire meal service, if food items listed on the menu are being served, if milk counts are accurately taken at the point of service, and if foods listed on the procurement schedule are available for service.

6. PRICING

- A. The SFA shall be responsible for establishing all selling prices for milk and a la carte (including vending and adult meals) and be adhered to by the FSMC. All adult sales are taxable.
- B. All a la carte prices charged by the FSMC shall be approved by the SFA in advance of sales.
- C. 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.
- D. The SFA employees may purchase meals at the option and direction of the SFA. Prices charged by the FSMC must be approved by the SFA. The FSMC shall be notified of such approval before new prices are effective.

7. NON-NUTRITIOUS FOODS

- A. The FSMC shall not sell, dispense, or cause to be on premises, the items listed by the SFA under Non-Nutritious Foods 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 non-nutritious foods pursuant to State and federal laws and regulations.

8. USDA FOODS

- A. USDA Foods are for use in reimbursable school breakfast and lunch programs only and not applicable within this contract.

9. 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 may purchase from their owned or operated subsidiary facilities if the purchase price is lower than the prices otherwise available in the area.
- C. The FSMC shall honor existing contracts if advantageous to the SFA.
- D. 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. The FSMC is required to disclose discounts rebates and other applicable credits whether the amounts were received by the contractor itself, a subsidiary or an affiliate of the contractor or entities under the control of the same parent corporation of the contractor. The FSMC will itemize current rebates, discounts and credits on the monthly billing and operating statements prior to submission to the SFA each month. An Attestation Statement will be signed by FSMC on a monthly basis upon receipt of the monthly operating statement from the FSMC to the SFA.
- E. The FMSC is to ensure that purchases for the sole use of the SFA's food service operation are not removed from the district premises at any time. Catering purchases shall NOT be part of the purchases for the Type III contract and shall remain outside of this contract at all times.
- F. Legal title to food and non-food items purchased by the FSMC shall remain with the FSMC.

10. 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; 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 A la Carte 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 periods, 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.

11. 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 all food and non-food items owned by the SFA at the beginning of the school year, including but not limited to silverware, trays, chinaware, glassware, kitchen utensils, and food items.
- 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. 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:
 - 1. 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.
 - 2. The SFA agrees to 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.
 - 3. 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 and inventory practices.
- 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, 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 in 11B – 11C. 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.
- O. All Food and Supplies purchased by the FSMC are the responsibility of the FSMC and title to such shall remain with the FSMC.

12. 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 **SFA** shall pay for oil and gas used by its owned, hired, or other vehicles under its supervision used for delivering food or non-food items.
- C. The **SFA** shall provide its own drivers for owned, hired, or other vehicles under its supervision used for delivering food or non-food items.
- D. No payment shall be made to the FSMC by the SFA for any food or milk that is spoiled, inedible or unwholesome at time of delivery, or do not meet the detailed specifications.

13. 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 and 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, grease traps, 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 under 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 FSMC shall procure and maintain all applicable health certifications in each of the SFA's facilities and shall ensure that all state and local regulations are being met in preparing and/or serving meals at any SFA facility.
- K. The FSMC and 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 maintain and post the most recent applicable health certification in a highly visible 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.

14. **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.
- G. 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.
- H. The FSMC shall provide Worker's Compensation for its employees.
- I. The FSMC shall provide the SFA with a list of its personnel policies and fringe benefits for its employees.
- J. Staffing patterns shall be mutually agreed upon and there shall be no deviations from the recommended staffing pattern contained in Schedule G, without the SFAs prior approval and consent. Staff shortages not corrected within a 5-day period will be subject to financial sanctions identified in Section #23.
- K. Any employee who is continued as an employee of the FSMC shall be subject to the personnel policies and termination rules of the FSMC.
- L. 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.
- M. The SFA may request in writing the removal of an employee of the FSMC for any reason or without cause. In the event of the removal or suspension of any such employee, the FSMC shall immediately restructure its staff without disruption in service.
- N. All FSMC personnel assigned to each school 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.
- O. 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., employee screenings, background checks, immigration, etc.) and ensure that the proper documentation is maintained on file.
- 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 its 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.

15. EMERGENCY CLOSING

- A. The SFA shall notify the FSMC of any interruption in utilities of which it has knowledge.
- B. If, in the event of weather events or work stoppage at the schools, it becomes necessary to cancel the food service for one or more days, the bidder will assume all responsibility for food and labor costs, including delayed openings.

16. 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 obtain and post all licenses, permits and food handler's cards as required by federal, State, or local law.
- D. The FSMC shall comply with all health and safety regulations required by federal, State or local law.

17. INCOME, REIMBURSEMENT/DEPOSITS

- A. All income accruing from the result of payments from children and adults, and all other income sources shall be deposited in the SFA's food service account daily. Any profit or guaranteed return shall remain in the SFAs food service account.
- B. Financial accounting records for the Special Milk Program (if applicable) must be kept separately from other program accounting records.
- 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.
- D. Authority to sign claims for milk reimbursement shall remain with the SFA.
- E. The FSMC staff cannot submit claims for milk reimbursement on line 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 SFAs review/approval.
- F. If paid and Special Milk program reimbursement is denied as a direct result of the failure of the FSMC to comply with the provisions of the contract, the FSMC shall assume full financial responsibility for the amount denied.
- G. 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.

18. 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 conversion factor which is determined by SED. 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 **NONE**. See Schedule A for further information.
- B. The **N/A** will be responsible for stocking, maintenance, upkeep, and emptying monies from the Child Nutrition a la carte vending machines and must provide a verifiable audit of items sold and revenues received.
- C. Timers may be requested for vending machines at the discretion of the SFA.

19. FINANCIAL ACCOUNTING, REPORTING AND AUDITING

- A. Financial accounting by the FSMC shall be in accordance with New York State Department of Education rules and regulations and applicable State Laws.
- B. The administrative fee is \$_____ per meal.
- C. 1. The FSMC reimbursement shall not exceed eligible direct costs of operation and the administrative service fee and will be reimbursed only as approved and audited by **District Treasurer or Deputy Treasurer** or his/her authorized representative.
Title Title

2. SFA shall designate by title the employee whose responsibility shall be to supervise and audit all financially related to operations of the FSMC. Title: **District Treasurer.**
- D. The FSMC shall bill the SFA for the eligible direct costs of operation incurred at the close of **each month** of program operation less all credits, discounts and rebates.
- E. The FSMC's cost reimbursement shall not exceed contract terms (meals plus equivalent meals multiplied by the bid price), is contingent upon the eligible direct costs (determined by the SFA only) of operation as audited and approved, and is limited to the extent of program income.
- F. 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 Section C for each month of program operation to the extent of the school cafeteria fund account balance. Normal credit terms will be **15** days from billing date.
- G. In the event direct costs of operation do not equal actual costs of operations, adjustments shall be made within 10 working days following the close of the month of operation. The SFA shall only reimburse the FSMC for allowable Direct Costs.
- H. The FSMC shall maintain source documentation records (supported by invoices, receipts, or other evidence) as the SFA will need to meet monthly reporting responsibilities and shall submit monthly operating statements in a format approved by the SFA no later than the 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 milk claim for reimbursement.
- I. Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates, and other applicable credits accruing to or received by the contractor or any assignee under the contract. The FSMC must clearly identify, disclose and provide sufficient supporting documentation to the SFA for current rebates, discounts and credits on the monthly operating statement. A signed Attestation Statement in accordance with Schedule H of this contract will accompany the monthly operating statement from the FSMC to the SFA indicating that the rebates, discounts and allowances are deducted from the food cost.
- J. The FSMC shall provide the SFA with a comprehensive year-end statement by date determined by the SFA on July 15th and 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.
- K. Discounts, rebates and credits must be provided to the SFA once these amounts are known by the FSMC, whether there is an ongoing contractual relationship with the SFA or the contract is terminated. A one-month lag time is allowed however should the contract terminate on June 30TH and not be renewed, the amount of the discounts, rebates and allowances for May and June will be deducted from the final FSMC billing.
- L. 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 the monthly operating statement 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 for compliance.

20. BOOKS/RECORDS AND RECORD RETENTION

- A. Books and records of the FSMC pertaining to the school food service operations shall be available, 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 CN 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.
- C. The FSMC shall not remove federally required records from the SFA premises upon termination of the contract.

21. INSURANCE

- A. The FSMC shall procure and maintain at its own expense a general liability policy which names the SFA as an additional insured on all required insurance policies, including products liability in the amounts of at least **\$10,000,000.00** for injury and death, and property damage with a limit of **\$10,000,000.00** for each accident provided by insurance companies authorized to do business in the State of New York. The certificate of insurance shall provide for notice to the SFA of cancellation of insurance policies sixty (60) days before such cancellation is to take effect.
- B. The FSMC shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the FSMC pursuant to this agreement. The FSMC shall indemnify and hold harmless the SFA and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this Agreement.
- C. 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

22. 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 **\$ 40,000.00**. 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.

23. TERM, TERMINATION

- A. This contract shall become **effective on July 1, 2019 and terminate on June 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 loss of \$250.00 per day per school involved until corrected.

Second 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 loss of \$500.00 per day per school involved until corrected.

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 loss of \$1,000.00 per day per school involved until corrected.

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 contemplating 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. The May CPI-U will be used for each yearly adjustment.

24. 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 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. SED reserves the right to deny milk reimbursement due to a SFA's failure to follow proper bidding procedures.
- J. The complete contract includes all documents 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.
- K. 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.
- L. It is further agreed between the SFA and the FSMC that the clauses attached hereto and designated as, Required Forms #1 - #12, Schedules A – H and Appendices A – B are hereby in all respects made a part of this contract.
- M. The successful bidder shall enter the SFA FOOD SERVICE 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.
- N. By signing the agreement the FSMC has agreed to include the following certification on each monthly operating statement submitted to the SFA: "I certify that the information on the monthly operating statements submitted to the SFA, all bills, invoices and receipts are net of all rebates, discounts and credits and the information included in the monthly operating statements are true and correct to the best of my knowledge."

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 (All original signatures must be in blue ink only) | |
| Signature President, Board of Education | Authorized Signature of FSMC and Title |
| Hastings-on-Hudson Union Free School District | |
| Name of School Food Authority | Name of Food Service Management Company |
| | |
| Date | Date |

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 this _____ day of, _____ 20_____, before me, the subscriber, personally came to me 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

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 for all potential bidders. The FSMC company will assume responsibility for the efficient management of the SFA's food service program including purchasing, receiving, storing, setting up milk service, 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 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.

The FSMC, as the independent contractor, shall have the exclusive right to operate the SFA's a la carte service and Child Nutrition meal programs that the SFA is currently participating in, as indicated below:

☒ Special Milk Program (SMP)

☐ Summer Food Service Program (SFSP)

Please specify below if you anticipate entering any of the above programs that you are not currently participating in during the course of this contract that are included as a part in this contract: _____.

It is important to note that this is a multiple year contract; therefore specifications should be prepared with that in mind. However, if you decide not to include these programs as a part of this contract term at this time, please note that the SFSP is considered a material change and will require rebidding whereas the special milk program is not considered a material change and may be added later during the contract term without rebidding.

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 a 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 bid will be received and public 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 thru 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:
June 6, 2019 which is prior to the date fixed for the opening of bids.
Date
- 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 corrections 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 which they have operated during the past five 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. Any FSMC submitting a bid agrees to all terms and conditions of the bid specification including any and all Schedules and documents attached herein.

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.
- 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 is to be rejected and the next lowest responsible bidder will be considered for the award.

6. **BID PROTESTS**

- A. Any action which diminishes open and free competition seriously undermines the integrity of the procurement process and may be subject the SFA to bid protests. SFA's 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 SFAs local wellness policy and the cost responsibility detail sheet (Schedules D1 & D2) as they relate to the conditions existing at each job site. No pleas of ignorance relating to any data, conditions or requirements that exist or that may be encountered under this contract will be accepted as a result of failure or omission on the part of the FSMC to fulfill in every respect all the requirements, nor will the same be accepted as a basis for any claim whatsoever for extra charges for food services.

8. **SFA's PRIOR YEAR'S PARTICIPATION AND MILK PRICING INFORMATION**

The requirements of Special Milk Program are found in 7 CFR 215.8. The FSMC will comply with any and all amendments thereto.

Fill in chart:

| School | Student Enrollment | Total ADP |
|------------------------|--------------------|-----------|
| Hillside Elementary | | 116 |
| Farragut Middle School | | 37 |
| | | |
| | | |

- A. A la Carte Sales to students and adults for **September 1, 2018 – February 28, 2019 School Year:* Total \$ 316,658.39**
(specify month) (Year) (specify month) (Year)
- B. Sales in the Special Milk Program for the **September 1, 2018 – February 28, 2019 School Year:* Total \$ 9,016.50**
(specify month) (Year) (specify month) (Year)
- B. Child Nutrition revenues (milk) for the _____ - _____ **School Year:* Total \$ Included in B above**
(specify month) (Year) (specify month) (Year)

9. PRICES

INSERT STUDENT AND ADULT MEAL A LA CARTE PRICES BELOW

[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.

| 2019-20 Approved A La Carte Items | A La Carte Student Price | A la Carte Adult Price + tax |
|--|---------------------------|------------------------------|
| Milk | \$ 0.50 | \$ 0.50 |
| Frozen Yogurt | \$ 1.50 | \$ 1.50 |
| Bottled Water - 16.9 oz | \$ 1.25 | \$ 1.25 |
| Bottled Water - 8 oz | \$ 0.75 | \$ 0.75 |
| Snapple - 12oz | \$ 1.25 | \$ 1.25 |
| Cereal Bowl | \$ 2.00 | \$ 2.00 |
| Cereal Box | \$ 1.00 | \$ 1.00 |
| Bagel | \$ 1.25 | \$ 1.25 |
| Cream Cheese | \$ 1.50 | \$ 1.50 |
| Egg on a roll | \$ 2.00 | \$ 2.00 |
| Egg & Cheese on a roll | \$ 2.00 | \$ 2.00 |
| Egg, Suasage or Bacon, Cheese on a roll | \$ 2.50 | \$ 2.50 |
| French Fries | \$ 1.50 | \$ 1.50 |
| Baked Chips | \$ 1.25 | \$ 1.25 |
| Nutrigrain Bar | \$ 1.25 | \$ 1.25 |
| Oatmeal Bar | \$ 2.00 | \$ 2.00 |
| Small Muffin | \$ 1.00 | \$ 1.00 |
| Izze Beverage | \$ 1.50 | \$ 1.50 |
| Croissant | \$ 1.75 | \$ 1.75 |
| Churro | \$ 1.25 | \$ 1.25 |
| Hot Pretzel | \$ 1.50 | \$ 1.50 |
| Cookie | \$.50 each, 3 for \$1.25 | \$.50 each, 3 for \$1.25 |
| Greek Yogurt | \$ 2.25 | \$ 2.25 |
| Soup | \$ 2.50 | \$ 2.50 |
| Coffee, Tea, Hot Chocolate | \$ 1.25 | \$ 1.25 |
| Complete 5 Component NON reimbursable Meal | \$ 3.25 | \$ 3.50 |
| Bai Beverage | \$ 2.00 | \$ 2.00 |
| Body Armour | \$ 2.00 | \$ 2.00 |
| Sweet Leaf Iced Tea | \$ 2.00 | \$ 2.00 |
| Nesquick Milk | \$ 2.00 | \$ 2.00 |
| Core Water | \$ 2.00 | \$ 2.00 |
| Hal's Seltzer | \$ 2.00 | \$ 2.00 |
| Sparkling Ice | \$ 2.00 | \$ 2.00 |
| Naked Juice - 10oz | \$ 2.50 | \$ 2.50 |
| Pudding Cup | \$ 1.00 | \$ 1.00 |
| Jello Cup | \$ 2.00 | \$ 2.00 |
| V-8 Splash | \$ 2.00 | \$ 2.00 |
| Sabra Hummus Cups | \$ 2.25 | \$ 2.25 |
| Essentia Water | \$ 2.00 | \$ 2.00 |
| SanPellegrino | \$ 1.50 | \$ 1.50 |
| Apple & Eve Juice - 16oz | \$ 2.00 | \$ 2.00 |
| Tropicana - 12 oz | \$ 2.00 | \$ 2.00 |
| Pop-Tart | \$ 1.25 | \$ 1.25 |
| Brownie | \$ 1.25 | \$ 1.25 |
| Breakfast Meal | \$ 2.00 | \$ 2.50 |
| Salad Bar | \$.40 per oz | \$.40 per oz |

10. MEAL SERVICE LOCATIONS AND TIMES

Milk and a la carte services 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 | Adult and A la Carte Service | Special Milk | Split Session Kindergarten Special Milk |
|-------------------------------|----------|---------------------|------------------------------|--------------|---|
| Farragut Middle School | Y | 11:53 – 1:17 | Y | Y | N |
| Hastings High School | Y | 11:10-11:52 | Y | N | N |
| Hillside Elementary | N | N/A | N | Y | N |
| | | | | | |
| | | | | | |
| | | | | | |
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| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

11. NON-NUTRITIOUS FOODS

The following items shall not be sold or dispensed:

1. All non-nutritious foods as regulated by NYSED.
2. All non-nutritious foods as specified in the SFA's Local Wellness Policy.
3. All canned vegetables with the exception of legumes and canned tomato products.
4. All Foods containing High Fructose Corn Syrup.
- 5.
- 6.
- 7.

12. MENU

The 21-day cycle menu, see Schedule A attachments, 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.

The 21-day cycle menu should contain all the 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. 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 and the procurement specs should specify items with low sodium in them. It is important for SFAs to keep in mind that now is the time to coordinate menus and procurement specifications to meet requirements of the SFA's wellness policy.

13. PURCHASE SPECIFICATIONS

Food and beverage procurement specifications are to be developed by the SFA based on individual SFA preferences and requirements and included in Schedule B.

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 or letter from your Surety Company 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 **\$ 40,000.00** (10% of annual projected operating costs) out of the initial revenues produced by the school lunch program and earned by the management company. 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 FORMAT

A. The SFA will accept bids in the format of a per meal administrative fee.

B. The FSMC's cost reimbursement will be contingent upon:

- o Direct cost of operations as audited and approved and;
- o Limited to the extent of program income.

16. BID FORM

A. Each bidder must complete the attached Bid Form and the annual financial budget projection exhibit(s).

17. AWARD OF CONTRACT

A. Award of the contract shall be to the lowest responsible bidder whose responsibility shall be determined by the Board of Education.

B. In preparation for the first day of the a la carte 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.

BID FORM**(The FSMC 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 administrative fee, which shall reflect the per meal administrative fee plus the direct cost of operations (labor, food and miscellaneous expenses) for the Special Milk Program (if applicable) and a la carte food service, as defined herein.

The FSMC will bill the SFA based on the per meal administrative fee multiplied by equivalent meals.

| To Be Completed by the FSMC | |
|--|--------------------|
| Per meal administrative fee | (Per meal)* |
| <i>*Transfer this amount to either Option A, B or C selected by the SFA below.</i> | |

We, the undersigned agree to operate the food service management program as described in the bid specifications for the 2019-20 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

Bid Amount
Per
Meal Administrative
Fee

X Option A - Guaranteed Return to SFA

TOTAL PER MEAL ADMINISTRATIVE FEE for the operation of the program wherein all operating costs, the administrative fee and program costs incurred by the SFA of * **\$ 5,000.00** will accrue from program income including all cash receipts from the a la carte items, special milk program, adult sales and federal reimbursement. Any deficit will be assumed by the FSMC.

☐ **Option B** - Break Even

TOTAL PER MEAL ADMINISTRATIVE FEE for the operation of the program wherein all operating costs and the administrative fee will accrue from program income including all cash receipts from the sale of a la carte items, special milk program, adult sales and federal reimbursement. Any deficit will be assumed by the FSMC.

Not Applicable☐ **Option C** - General Fund Subsidy

TOTAL PER MEAL ADMINISTRATIVE FEE for the operation of the program requiring a General Fund subsidy of * \$ _____ to cover the administrative fee and operating costs which exceed cash receipts from the sale of a la carte items, special milk program, adult sales and federal reimbursement. The SFA shall not be liable from the General Fund over and above this subsidy.

Not Applicable

* *To be completed by the SFA*

***The conversion factor to be used to convert a la carte sales is \$3.79 or the paid student selling price; whichever is higher.*

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. PLEASE NOTE: The New York State Education Department establishes the conversion factor which will change with each contract extension year.

SUBMITTED BY: (Original Signature Required in blue ink only)

| | |
|----------------------------|----------------------|
| Name of Management Company | Authorized Signature |
| Address: Street | Title |
| City, State, Zip | Date |

EXHIBIT 1

2019-2020 ANNUAL FINANCIAL BUDGET PROJECTION

A. PROJECTED GROSS RECEIPTS

| | |
|---|--|
| 1. Cash Sales | |
| a. Adult and Student a la Carte Sales | |
| b. Special Milk Sales (if applicable) | |
| 2. Special Milk Reimbursements (where applicable) | |
| 3. General Fund Subsidy (where applicable) | |
| 4. Total Projected Receipts | |

B. PROJECTED EXPENSES

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

C. PROJECTED MEALS

| | |
|--------------------------|---|
| 1. A La Carte Sales | |
| Divided by | |
| Conversion Factor | X \$3.79 OR <input type="checkbox"/> Student Price \$ _____, whichever is higher |
| Equivalent Meals | |
| 2. Total Projected Meals | |

***See bid form for conversion factor explanation*

SCHEDULE A

ATTACH MENU(S) AND OTHER RELATED MATERIALS HERE

A. Attach the following related materials here:

1. SFA must attach a menu for each grade level which includes portion sizes

“The invitation to bid contains a 21-day cycle menu developed in accordance with the provisions of Section 210.10, to be used as a standard for the purpose of basing bids or estimating average cost per meal.

The food service management company must adhere to the cycle for the first 21 days of meal service. Changes thereafter may be made with the approval of the school food authority.”

2. Merchandising specifications

3. Promotional specifications

4. Sample Production Records – www.nysed.gov/cn/cnms.htm

5. Sample Standardized Recipe – www.nysed.gov/cn/cnms.htm

HASTINGS-ON-HUDSON UFSD SCHEDULE A

1. There is a Special Milk Program in place (daily) at the Hillside Elementary School and the Middle School. The Average Daily Participation at Hillside Elementary for Special Milk through February, 2019 of the 2018-19 school year is 116 and 37 at the Middle School.
2. Special Milk District-wide is to be billed to the District by the FSMC at \$.30 each. This is the current arrangement and will continue for the 2019-20 school year.
3. Though Hastings-on-Hudson UFSD and the FSMC will be in agreement of a Type III Contract, the District requires the FSMC to offer breakfast and lunch meals daily at the Middle/High School that include the same components of the USDA meal pattern requirements for a reimbursable meal. These meals should be offered to the students, regardless of eligibility, at the breakfast and lunch meal prices of \$2.00 for a breakfast sandwich and \$3.00 for a full lunch (a \$.25 increase from 2018-19 paid reimbursable breakfast and lunch meals). The breakfasts and lunches shall be offered as hot or cold meals at the secondary level and must include all the required components of a reimbursable meal including protein, fruit, vegetable, grain and milk, for example.
4. Currently, there are “bagged” cold meals provided (daily) to the Hillside Elementary School (**not a part of the NSLP**). There are approximately 10-15 meals provided each day.
 - i. These meals include:
 1. A deli sandwich featuring Boar’s Head brand (or equivalent) only deli meats
 2. or Sunflower Seed Butter and Jelly sandwiches
 3. or American Cheese sandwich
 4. Fresh fruit and/or 100% juice
 5. Choice of 1% white milk, fat free white milk and fat free flavored milk
 6. Bagged Snack (this will be included in the price for the 2014-15 school year)
 - ii. These meals should be offered to the students, regardless of eligibility, at no cost to the students. These meals are prepared by the FSMC staff at the Middle/High cafeteria and are delivered to Hillside Elementary School by a District driver. Delivery of these meals is not the responsibility of the FSMC.
5. The Elementary School complete lunches are to be billed to the District by the FSMC at the FSMC’s contracted per meal bid amount.
6. The Middle and High School complete breakfasts and lunches are to be billed to the District by the FSMC at the FSMC’s Administrative Fee per meal for those students who are eligible for free and reduced priced meals and who participate in the complete meal offering.
7. See Type III Billing Guidelines (included in Sch’d A) for further specifics.
8. The FSMC must have an inventory control system in place whenever food is sold without a POS terminal or cash register. Such records are to be available to the district for audit along with all other required information. Should this be considered by the FSMC, the SFA must approve this arrangement prior to actual operation of the proposed sales (in a location without a POS terminal).
9. The FSMC must maintain a manual alphabetical roster for each school, enabling the roster to be used in case of a power failure to the POS system. This roster should be printed monthly from the POS system by the FSMC and include Free/Reduced/Paid status to ensure proper sales recognition and submission of claims to NY State.
10. The Hastings-on-Hudson UFSD’s current POS system is Horizon.
11. The FSMC shall provide parents (upon request) a printout of the items their children receive through the various serving lines for up to 30 days.
12. The FSMC must have the capability of providing a nutrient analysis for all menu items.
13. Additionally, the FSMC shall have the capability of providing an analysis for any day, week or month as requested by the SFA. The FSMC shall provide a statement to the fact that it has this capability with the bid response.
14. Daily production records must be completed for each meal service and should include, at the very least, each of the following categories for each item served: name of menu item, portion, serving utensil, portions prepared, portions added during service, portions leftover and portions sold.

SCHEDULE A

15. The production records must also log temperatures of all food items taken before, during and after all meal services.
16. A copy of the production records may be requested of the FSMC for submittal to the SFA upon delivery of the monthly profit and loss statement, or at any time.
17. Furthermore, any menu substitution or deviation must be pre-approved by the SFA, and communicated as early as possible to the affected building's principal. Failure to do either may result in payment penalties.
18. All foods and menu choices offered to the first customer must also be available to the last customer of the day. Frequent food shortages may result in payment penalties.
19. Adhering to the sample menu going forward also means if there is roasted chicken on the menu for example, that item must be offered each month of the school year.
20. Any alternate menu items proposed by the FSMC must be pre-approved by the SFA in August of each year. Additional alternates throughout the year must be approved by the SFA prior to being offered on the menu. Failure to do either may result in payment penalties.
21. The SFA retains the right to require a tasting of any or all menu items, alternate menu items, or proposed 'equivalents' prior to granting approval.
22. No unannounced deviation from the menus shall occur without prior approval from the SFA.
23. Cooking from scratch should occur whenever possible.
24. The FSMC shall consistently rotate all foods and supplies. Prepared foods held over and served a second day are to be monitored carefully to ensure that they are discarded and not resold on a third day.
25. Serving outdated food items is strictly prohibited. Penalties for non-compliance shall result in the imposition of financial sanctions specified within the bid specifications.
26. Newly prepared batches of food shall not be mixed with older batches. Older supplies are to be used first. The rotation policy of all stock shall be based on FIFO, or first in, first out.
27. With the growing number of student allergies among students, it is required that the FSMC work closely with each school nurse to identify and address each allergy. The POS system is currently updated by the SFA's student information system and will continue to be the case for the life of this contract. A confidential list of students with food allergies will be provided to the FSMC by the SFA; it is imperative that these students be personally (not publically) identified as they go through the serving line. This will mean the FSMC must purchase food items to meet the needs of the student allergies such as lactose-free milk, gluten-free products, sunflower seed spread, and the many more items that may become necessary. These food items will be purchased and served to the students at no extra cost as part of the normal pricing for each student. The FSMC shall purchase these additional items as part of its normal purchases and shall not be compensated above its normal rate. Each FSMC staff member must be trained on how to serve items to students with allergies, monitor health plans, and apply the appropriate protocol for responding to an allergic reaction. The FSMC awarded this contract will be required to work with the district to accommodate these students. A corporate allergen management plan must be submitted by the FSMC with its bid response.
28. The FSMC must adhere to the SFA Wellness Policy and Regulations and the Allergy Policy and Regulations during the life of this contract, including any changes that may occur to its current nut/peanut policy.
 - i. The Hastings-on-Hudson UFSD strives to create a nut-aware service operation in the preparation of food items in each building.
 1. The use of sunflower seed butter in lieu of peanut butter shall be available upon request.
29. The FSMC shall update the POS system with student allergy information on a regular basis. If a child indicates the status of his or her allergy has changed from what is in the system, the FSMC must notify the school nurse to contact the student's parent/guardian and instruct the student to have his or her parent/guardian notify the school of said change.

Promotions:

30. The FSMC shall provide educational, holiday recognition, or spirit-lifting promotions to enhance participation in the food service program at least once per month at the Middle and High School Levels.

SCHEDULE A

- i. The FSMC is to submit a listing of at least 10 promotions planned for the year with its proposal, which will all need to be approved in writing by the SFA.
 - ii. Each year the contract is renewed with the FSMC, new listings of promotions (10 per year) must be submitted for written approval no later than August of each year.
31. The SFA must review and approve any promotion prior to its implementation. All promotions are to be scheduled and printed on the menu, including food specials associated with such promotions.
32. These monthly promotions can be in the form of a healthy food item, nutritional information presented in a fun/interesting way, healthy snack, etc.
33. Throughout the school year, if the FSMC would like to implement any new programs or promotions not already approved by the SFA, the FSMC must receive pre-approval from the SFA prior to implementation.
 - i. Once approved and implemented, the new program or promotion shall be evaluated by the FSMC and the SFA after 15 days.
 - ii. If the new program proves unsuccessful, the SFA and FSMC can renegotiate the merits of that program to the overall food service operation. However, the final decision whether or not to continue the program lies with the SFA.
34. The FSMC shall enhance room décor with the use of posters promoting nutrition education, product information, travel, arts, music, sports, physical fitness, etc.
 - i. All cafeteria enhancements must be approved in writing by the SFA.
 - ii. The FSMC must comply with all federal, state, local, and district laws, rules, policies, and regulations.
35. The FSMC, in conjunction with the SFA, shall develop “branding” of food to better market products and encourage participation. Examples of this could include: “The Boar’s Head Deli” or any other high quality name brands used.
36. In addition to the above-mentioned promotional programs, there shall be 3 sample tastings, if requested during each year of this contract for the Middle and High School students.
 - i. These tastings shall be of new food items of good nutritional value and should be offered at no additional charge to the students.
37. The FSD shall meet with the students at the Middle and High School levels at least 3 times per school year.
 - i. The first meeting shall be within the first 2 months of the school year.
 - ii. Any survey or meeting between the FSMC and the students needs to be approved by the SFA prior to such.
 - iii. All results gleaned from surveys or student meetings must be shared with the SFA within 15 days of data collection.
 - iv. Feedback and results must be assessed and evaluated by the FSMC. Responses to the students with appropriate action plans are required.
38. The marketing plan submitted by the FSMC shall identify the marketing capabilities and plans for the Hastings-on-Hudson UFSD.
 - i. There shall be no less than \$2,000.00 annually spent on marketing with no cost to the SFA.
 - ii. These marketing items shall not include any posters, charts etc. that reference the FSMC.
 - iii. All marketing items must be approved not less than annually by the SFA prior to ordering and placement of said items.
39. The FSMC must submit with the bid its “Farm to School” policy with details of what this means for the Hastings-on-Hudson-specific operation.
40. Any use of such fillers or extenders as “TVP” must be approved in advance by the SFA.
41. Employees must also be trained in customer service as it relates to interacting with students, staff and parents. It is the expectation of the SFA to have each customer served and related to with respect and cordiality.
42. The SFA is responsible for posting the approved monthly menus on the District’s website.

SCHEDULE A

43. The FSMC must post the breakfast and lunch monthly menus with prices in the cafeteria in a conspicuous area for all to see prior to customers making their selections on the service line.
44. The Hastings-on-Hudson High School is currently an open campus for the 11th and 12th graders. However, the SFA reserves the right to modify and/or eliminate this policy as it deems to be in the best interest of the district.
45. A daily sample plate must be displayed on each service line in each building to include the entrée of the day with all other components of the featured complete meal.
46. Pizza is to be displayed in a pizza merchandiser/warmer where possible and not served to students in paper 'boats' or other plate ware that would compromise the integrity of the food.
47. Entrée salads/salad meals are not to be served on compartment trays, but rather in proper containers or on plates that do not overflow.
48. Bagels, rolls and muffins are to be served on disposable plates or other appropriate serve ware.
49. The FSMC shall label all menu items on the service line.
 - i. Labels are to be on the outside of pre-packaged sandwiches and salad containers identifying major ingredients.
 - ii. Appropriate signage shall be posted on the service line for all other items including hot foods, deli and salad bars. This signage can be in the form of signs or small cards in front of each item or posted on the surface above the service line, etc.
 - iii. Special Ingredient Notations:
 1. Any item offered that contains pork or nut derivatives must be explicitly identified on the service line and denoted on the menu with an asterisk and an explanation. A substitute for each of these items must always be available to the students.:
50. Condiments shall be offered for all entrees as appropriate and must be approved in writing by the SFA.
51. The FSMC shall provide medium weight or heavy weight plastic utensils, disposable plates and trays as determined and approved by the SFA.
 - i. The Hastings-on-Hudson UFSD supports protecting the environment. The SFA is Styrofoam free. Only biodegradable products will be permitted for trays, plates, bowls, and other serving vessels.
52. The SFA must pre-approve any changes to the items, portion sizes and prices of any a la carte items during this agreement.
53. Any menu price increase or adjustments will need the approval of the SFA.
54. The SFA shall use its discretion as to whether a trained FSMC employee will need to be present and paid his or her normal hourly rate when an organization other than the FSMC requests the use of the kitchen facilities.:
55. For example, juice cartons are not to be served frozen or be allowed to defrost on the serving line during service.
56. Digital thermometers are to be provided by the FSMC and regularly used in each kitchen for taking temperatures of all food items and recording them on the daily production records.
57. The FSMC shall develop standards for the time of preparation of food prior to service resulting in the food being ready to be served as close to serving time as possible, i.e., batch cooking whenever possible to prevent soggy, cold food.
58. Food items are not to be prepared in advance for an entire lunch day but instead should be batch prepared for each grade level's lunch periods.
59. The FSMC shall ensure that employees do not eat at the serving stations or while serving customers
60. Plastic gloves, easily visible and readable nametags and hairnets or other hair restraint must be worn for all food preparation and service.
61. Whenever gloves are in contact with non-food items, i.e. handling money, cleaning counters, etc., the food service worker must change gloves before handling food again.
62. The FSMC agrees that a representative of the SFA shall have the right to be present at food service staff meetings, including but not limited to meetings during which employment is offered to employees of the incumbent.

SCHEDULE A

63. If, in the event of snow days or work stoppage at the schools, it becomes necessary to cancel the serving of breakfast and/or lunch, the FSMC will assume all responsibility for food and labor costs, including delayed openings.

Catering:

64. The FSMC shall be available to provide special catering services and price quotes for such at a reasonable cost prior to the service of each special event.
- i. Examples of special events include: Superintendent conference days, staff and community outreach events, etc.
 - ii. However, nothing shall imply that the district is required to use the FSMC to cater these events.
 - iii. Catering revenue for the past two years has averaged approximately \$10,000.00 per year

Vending:

- a. Vending is not part of this contract. There are vending machines located within the cafeteria and school building that will be operational daily and not on timers. The commissions received by the SFA will be afforded to the FSMC to consider the commissions as a la carte sales and then converted into equivalent meals.

Transition:

65. The FSMC shall submit with its proposal a transition plan detailing the activities, procedures, time table and support personnel involved in the implementation of services. At a minimum the transition plan should address the following areas:
- i. Timeline for pre-opening
 - ii. Sample transition schedule
 - iii. Personnel
 - iv. Equipment
 - v. Accountability/examples of billing
 - vi. Communication plan with students, parents, SFA, etc.
 - vii. A proposed timeline of employee meetings and trainings, as well as meetings to be held with the SFA, must be clearly identified.
66. Within 3 weeks of the award of this contract, it is requested the FSMC submit a plan of its meal service and list any equipment with prices that may be needed for purchase or repair/replacement to implement the offerings.
- i. Please note it is not guaranteed all equipment will be obtained by the SFA.

Financial Statements:

67. The FSMC shall utilize the district POS accounting reports on a weekly and monthly basis.
- i. In addition, the FSMC shall submit a copy of its monthly reporting and billing forms, including:
 1. Monetary amount for discounts and rebates (with verification upon request)
 2. Profit and loss statement, which must include:
 - a. Monthly sales and revenue recap to include breakfast and lunch sales
 - b. Operating cost report
 - i. Payroll cost report
 1. Time sheets upon request
 - c. Accounts payable register
 - i. Invoices upon request
 - d. Inventory report upon request
68. The SFA Business Office will contact the FSMC regarding any financial documents or records that the Business Office may require the FSMC keep, but are not currently provided for in this bid.

Financial Stability:

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

Termination Experience:

SCHEDULE A

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

Accountability Issues:

71. All monies are to be deposited daily by the SFA.
72. All deposit slips are to be prepared each day and clearly labeled with the name of the school and marked breakfast, lunch or as appropriate.
73. All cash receipts must be counted and verified by a second person other than the cashiers.
74. The FSMC agrees to defend, indemnify and hold harmless the SFA, its Board of Education, the Board's agents, officers, trustees, attorneys and employees, all in their individual and corporate capacities, for all loss, costs, damage and expense, including but not limited to attorney's fees arising out of or resulting from the performance of this agreement. The failure of the FSMC to have required coverage is a material breach and subjects the FSMC to all damages available under law. The FSMC shall indemnify the district for any costs associated with the failure of the FSMC to have coverage, including but not limited to reasonable attorney's fees.
75. With the submission of the Certificate of Insurance that indicates the Hastings-on-Hudson Union Free School District as additionally insured, the FSMC must indicate its Worker's Compensation Carrier.
76. The FSMC shall be responsible for all regulations within the child nutrition program including financial reclaims of the milk reimbursements. The FSMC will correct any areas in which the SFA is found to be non-compliant, or any areas cited by SED, the Health Department or other regulatory agency. All financial sanctions imposed on the SFA shall be reimbursed by the FSMC. However, should there be financial sanctions imposed that are district-related and not under the control of the FSMC, the penalty will not be imposed on the FSMC as long as it is not responsible for the specific violation. All potential concerns observed by the FSMC must be brought to the attention of the SFA in writing.
77. The FSMC shall reconcile all sales with the SFA on a weekly basis.

Type III – Billing Guidelines – Hastings-on-Hudson

Within this Type III contract, the award of the contract will be to the lowest Administrative Service Fee on a per meal basis as outlined within the bid specifications. In the case of a zero Administrative Service Fee submission, this will not be accepted, the entire bid response will be disallowed, and the next lowest Administrative Service Fee will be considered for the award.

The cost of the food, labor and miscellaneous cost shall be substantiated and billed to the SFA monthly. These costs will be reimbursed to the FSMC along with the Administrative Service Fee for each a la carte equivalent meals served.

All sales will be converted at the \$3.79 a la carte conversion rate for the 2019-20 school year and will be adjusted upward each year thereafter as determined by SED.

The determination of all meals that the SFA has authorized to be given to students who formerly were eligible for a free or reduced priced meal shall be as follows:

of meals issued to F & R Students x Admin Fee

Example:

22 meals were issued to students who the SFA has identified should receive free meals in each of the 16 operating days of the month.

22 meals x 16 operating days = 352 meals x \$.25 (sample Admin Fee) = \$ 88.00

Sample Monthly Invoice:

| | |
|---|--------------|
| A la carte sales | \$ 25,000.00 |
| Conversion Factor | \$ 3.79 |
| A la carte Equivalent Meals | 6,596.31 |
| Total a la carte meals 6596.31 x Bid Amount \$.25 = | \$ 1,649.08 |
| Free & Red Meals Issued | 352 |
| Admin Service Fee | \$.25 |
| Additional Admin Fee Due | \$ 88.00 |

Summary:

| | |
|---|--------------|
| Total Food Cost | \$ 7,600.00 |
| Labor Cost | \$ 8,874.00 |
| Misc. Cost | \$ 3,800.00 |
| Admin Fee | \$ 1,649.08 |
| Additional Admin Fee due F & R Meals Served | \$ 88.00 |
| Total Due to FSMC | \$ 21,011.08 |

All food, labor and miscellaneous costs must be substantiated with inventories and purchase invoices, labor summary records and miscellaneous cost invoices. Only allowable costs will be reimbursed. All discounts, rebates and allowances must be credited from the monthly costs submitted.

Hastings-on-Hudson Central School District

2019-20 High School Breakfast Menu

| Monday | | Tuesday | | Wednesday | | Thursday | | Friday | |
|---|---|--|--|--|--|---|--|--------|--|
| | | Day 1 Whole Grain French Toast Sticks w/Maple Syrup or Assorted Cereal w/Cheese Stick or 4 oz. Yogurt or Whole Grain Bagel 4 oz 100% Fruit Juice ½ cup Fresh Fruit ½ Pint of Milk | Day 2 Assorted Egg Whole Grain Sandwich or Assorted Cereal w/Cheese Stick or 4 oz. Yogurt or Whole Grain Bagel 4 oz 100% Fruit Juice ½ cup Fresh Fruit ½ Pint of Milk | | Day 3 Whole Grain Waffles With Maple Syrup Assorted Cereal w/Cheese Stick or 4 oz. Yogurt or Whole Grain Bagel 4 oz 100% Fruit Juice ½ cup Fresh Fruit ½ Pint of Milk | | Day 4 Assorted Egg Whole Grain Sandwich or Assorted Cereal w/Cheese Stick or 4 oz. Yogurt or Whole Grain Bagel 4 oz 100% Fruit Juice ½ cup Fresh Fruit ½ Pint of Milk | | |
| Day 5 Assorted Egg Whole Grain Sandwich or Assorted Cereal w/Cheese Stick or 4 oz. Yogurt or Whole Grain Bagel 4 oz 100% Fruit Juice ½ cup Fresh Fruit ½ Pint of Milk | Day 6 Whole Grain French Toast Sticks w/Maple Syrup or Assorted Cereal w/Cheese Stick or 4 oz. Yogurt or Whole Grain Bagel 4 oz 100% Fruit Juice ½ cup Fresh Fruit ½ Pint of Milk | Day 7 Assorted Egg Whole Grain Sandwich or Assorted Cereal w/Cheese Stick or 4 oz. Yogurt or Whole Grain Bagel 4 oz 100% Fruit Juice ½ cup Fresh Fruit ½ Pint of Milk | | Day 8 Whole Grain Waffles With Maple Syrup or Assorted Cereal w/Cheese Stick or 4 oz. Yogurt or Whole Grain Bagel 4 oz 100% Fruit Juice ½ cup Fresh Fruit ½ Pint of Milk | | Day 9 Assorted Egg Whole Grain Sandwich or Assorted Cereal w/Cheese Stick or 4 oz. Yogurt or Whole Grain Bagel 4 oz 100% Fruit Juice ½ cup Fresh Fruit ½ Pint of Milk | | | |
| Day 10 Assorted Egg Whole Grain Sandwich or Assorted Cereal w/Cheese Stick or 4 oz. Yogurt or Whole Grain Bagel 4 oz 100% Fruit Juice ½ cup Fresh Fruit ½ Pint of Milk | Day 11 Whole Grain French Toast Sticks w/Maple Syrup or Assorted Cereal w/Cheese Stick or 4 oz. Yogurt or Whole Grain Bagel 4 oz 100% Fruit Juice ½ cup Fresh Fruit ½ Pint of Milk | Day 12 Assorted Egg Whole Grain Sandwich or Assorted Cereal w/Cheese Stick or 4 oz. Yogurt or Whole Grain Bagel 4 oz 100% Fruit Juice ½ cup Fresh Fruit ½ Pint of Milk | | Day 13 Whole Grain Waffles With Maple Syrup or Assorted Cereal w/Cheese Stick or 4 oz. Yogurt or Whole Grain Bagel 4 oz 100% Fruit Juice ½ cup Fresh Fruit ½ Pint of Milk | | Day 14 Assorted Egg Whole Grain Sandwich or Assorted Cereal w/Cheese Stick or 4 oz. Yogurt or Whole Grain Bagel 4 oz 100% Fruit Juice ½ cup Fresh Fruit ½ Pint of Milk | | | |
| Day 15 Assorted Egg Whole Grain Sandwich or Assorted Cereal w/Cheese Stick or 4 oz. Yogurt or Whole Grain Bagel 4 oz 100% Fruit Juice ½ cup Fresh Fruit ½ Pint of Milk | Day 16 Whole Grain French Toast Sticks w/Maple Syrup or Assorted Cereal w/Cheese Stick or 4 oz. Yogurt or Whole Grain Bagel 4 oz 100% Fruit Juice ½ cup Fresh Fruit ½ Pint of Milk | Day 17 Assorted Egg Whole Grain Sandwich or Assorted Cereal w/Cheese Stick or 4 oz. Yogurt or Whole Grain Bagel 4 oz 100% Fruit Juice ½ cup Fresh Fruit ½ Pint of Milk | | Day 18 Whole Grain Waffles With Maple Syrup or Assorted Cereal w/Cheese Stick or 4 oz. Yogurt or Whole Grain Bagel 4 oz 100% Fruit Juice ½ cup Fresh Fruit ½ Pint of Milk | | Day 19 Assorted Egg Whole Grain Sandwich or Assorted Cereal w/Cheese Stick or 4 oz. Yogurt or Whole Grain Bagel 4 oz 100% Fruit Juice ½ cup Fresh Fruit ½ Pint of Milk | | | |
| Day 20 Assorted Egg Whole Grain Sandwich or Assorted Cereal w/Cheese Stick or 4 oz. Yogurt or Whole Grain Bagel 4 oz 100% Fruit Juice ½ cup Fresh Fruit ½ Pint of Milk | Day 21 Whole Grain French Toast Sticks w/Maple Syrup or Assorted Cereal w/Cheese Stick or 4 oz. Yogurt or Whole Grain Bagel 4 oz 100% Fruit Juice ½ cup Fresh Fruit ½ Pint of Milk | | | | | | | | |
| All meals are served with milk (choice of: fat free or 1% white, or fat free chocolate) (all antibiotic and hormone free) This Institution is an equal opportunity provider and employer. | | | | | | | | | |

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

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

Hastings-on-Hudson Central School District

2019-20 Middle School Breakfast Menu

| Monday | | Tuesday | | Wednesday | | Thursday | | Friday | |
|---|--|---|--|---|--|--|--|---|--|
| | | Day 1 Whole Grain French Toast Sticks w/Maple Syrup or Assorted Cereal w/Cheese Stick or 4 oz. Yogurt or Whole Grain Bagel 4 oz 100% Fruit Juice ½ cup Fresh Fruit ½ Pint of Milk | Day 2 Assorted Egg Whole Grain Sandwich or Assorted Cereal w/Cheese Stick or 4 oz. Yogurt or Whole Grain Bagel 4 oz 100% Fruit Juice ½ cup Fresh Fruit ½ Pint of Milk | | Day 3 Whole Grain Waffles With Maple Syrup Assorted Cereal w/Cheese Stick or 4 oz. Yogurt or Whole Grain Bagel 4 oz 100% Fruit Juice ½ cup Fresh Fruit ½ Pint of Milk | | Day 4 Assorted Egg Whole Grain Sandwich or Assorted Cereal w/Cheese Stick or 4 oz. Yogurt or Whole Grain Bagel 4 oz 100% Fruit Juice ½ cup Fresh Fruit ½ Pint of Milk | | |
| Day 5 Assorted Egg Whole Grain Sandwich or Assorted Cereal w/Cheese Stick or 4 oz. Yogurt or Whole Grain Bagel 4 oz 100% Fruit Juice ½ cup Fresh Fruit ½ Pint of Milk | | Day 6 Whole Grain French Toast Sticks w/Maple Syrup or Assorted Cereal w/Cheese Stick or 4 oz. Yogurt or Whole Grain Bagel 4 oz 100% Fruit Juice ½ cup Fresh Fruit ½ Pint of Milk | | Day 7 Assorted Egg Whole Grain Sandwich or Assorted Cereal w/Cheese Stick or 4 oz. Yogurt or Whole Grain Bagel 4 oz 100% Fruit Juice ½ cup Fresh Fruit ½ Pint of Milk | | Day 8 Whole Grain Waffles With Maple Syrup or Assorted Cereal w/Cheese Stick or 4 oz. Yogurt or Whole Grain Bagel 4 oz 100% Fruit Juice ½ cup Fresh Fruit ½ Pint of Milk | | Day 9 Assorted Egg Whole Grain Sandwich or Assorted Cereal w/Cheese Stick or 4 oz. Yogurt or Whole Grain Bagel 4 oz 100% Fruit Juice ½ cup Fresh Fruit ½ Pint of Milk | |
| Day 10 Assorted Egg Whole Grain Sandwich or Assorted Cereal w/Cheese Stick or 4 oz. Yogurt or Whole Grain Bagel 4 oz 100% Fruit Juice ½ cup Fresh Fruit ½ Pint of Milk | | Day 11 Whole Grain French Toast Sticks w/Maple Syrup or Assorted Cereal w/Cheese Stick or 4 oz. Yogurt or Whole Grain Bagel 4 oz 100% Fruit Juice ½ cup Fresh Fruit ½ Pint of Milk | | Day 12 Assorted Egg Whole Grain Sandwich or Assorted Cereal w/Cheese Stick or 4 oz. Yogurt or Whole Grain Bagel 4 oz 100% Fruit Juice ½ cup Fresh Fruit ½ Pint of Milk | | Day 13 Whole Grain Waffles With Maple Syrup or Assorted Cereal w/Cheese Stick or 4 oz. Yogurt or Whole Grain Bagel 4 oz 100% Fruit Juice ½ cup Fresh Fruit ½ Pint of Milk | | Day 14 Assorted Egg Whole Grain Sandwich or Assorted Cereal w/Cheese Stick or 4 oz. Yogurt or Whole Grain Bagel 4 oz 100% Fruit Juice ½ cup Fresh Fruit ½ Pint of Milk | |
| Day 15 Assorted Egg Whole Grain Sandwich or Assorted Cereal w/Cheese Stick or 4 oz. Yogurt or Whole Grain Bagel 4 oz 100% Fruit Juice ½ cup Fresh Fruit ½ Pint of Milk | | Day 16 Whole Grain French Toast Sticks w/Maple Syrup or Assorted Cereal w/Cheese Stick or 4 oz. Yogurt or Whole Grain Bagel 4 oz 100% Fruit Juice ½ cup Fresh Fruit ½ Pint of Milk | | Day 17 Assorted Egg Whole Grain Sandwich or Assorted Cereal w/Cheese Stick or 4 oz. Yogurt or Whole Grain Bagel 4 oz 100% Fruit Juice ½ cup Fresh Fruit ½ Pint of Milk | | Day 18 Whole Grain Waffles With Maple Syrup or Assorted Cereal w/Cheese Stick or 4 oz. Yogurt or Whole Grain Bagel 4 oz 100% Fruit Juice ½ cup Fresh Fruit ½ Pint of Milk | | Day 19 Assorted Egg Whole Grain Sandwich or Assorted Cereal w/Cheese Stick or 4 oz. Yogurt or Whole Grain Bagel 4 oz 100% Fruit Juice ½ cup Fresh Fruit ½ Pint of Milk | |
| Day 20 Assorted Egg Whole Grain Sandwich or Assorted Cereal w/Cheese Stick or 4 oz. Yogurt or Whole Grain Bagel 4 oz 100% Fruit Juice ½ cup Fresh Fruit ½ Pint of Milk | | Day 21 Whole Grain French Toast Sticks w/Maple Syrup or Assorted Cereal w/Cheese Stick or 4 oz. Yogurt or Whole Grain Bagel 4 oz 100% Fruit Juice ½ cup Fresh Fruit ½ Pint of Milk | | | | | | | |
| <i>All meals are served with milk (choice of: fat free or 1% white, or fat free chocolate) (all antibiotic and hormone free)</i> <i>This Institution is an equal opportunity provider and employer.</i> | | | | | | | | | |

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

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

**HASTINGS ON HUDSON UNION FREE SCHOOL DISTRICT
HIGH SCHOOL LUNCH
2019-20**

| Monday | Tuesday | Wednesday | Thursday | Friday |
|---|---|---|---|--|
| | Day 1 | Day 2 | Day 3 | Day 4 |
| | Spicy or Plain Crispy Chicken Cutlet on a Bun Baked Sweet Potato Fries Fresh Broccoli Florets w/Ranch Dip Fresh Fruit 100% Fruit Juice Milk | Rotini w/ Italian Meat Sauce Caesar Salad Roasted Chick Peas Garlic Bread Fresh Fruit 100% Fruit Juice Milk | Sesame Chicken and Broccoli Vegetable Fried Rice Mini Vegetable Egg Roll Fresh Cucumber Slices Sweet Corn Fresh Fruit 100% Fruit Juice Milk | Beef Nachos Grande with Crispy Corn Tortilla Chips Cheddar Cheese Spicy Pinto Beans Baby Carrots Fresh Fruit 100% Fruit Juice Milk |
| Day 5 | Day 6 | Day 7 | Day 8 | Day 9 |
| Seasoned Chicken and Cheddar Cheese Burrito Tomato Salsa Brown Rice Mexicali Corn Black Beans Fresh Fruit 100% Fruit Juice Milk | Baked Manicotti with Meat Sauce or Marinara Sauce Roasted Cauliflower Caesar Salad Sweet Fresh Pepper Strips Italian Bread Fresh Fruit 100% Fruit Juice Milk | Build Your Own Burger Hamburger or Veggie Burger on a Bun Cheese, Turkey Bacon, Veggie Toppings Sweet Potato Fries Cucumber Coins Fresh Fruit 100% Fruit Juice, Milk | French Toast Sticks w/Syrup Scrambled Eggs Hash Brown Potatoes Celery Sticks Fresh Fruit 100% Fruit Juice Milk | Fish Tacos Topped with Chipotle Lime Aioli and Fresh Shredded Cabbage Red Beans and Rice Baby Carrots Fresh Fruit 100% Fruit Juice Milk |
| Day 10 | Day 11 | Day 12 | Day 13 | Day 14 |
| Italian Sausage (P) & Peppers on a Roll w/without Marinara Baked Parmesan French Fries Roasted Zucchini Fresh Fruit 100% Fruit Juice Milk | General Tso's Chicken Spanish Brown Rice Steamed Broccoli Florets Carrot Coins Fresh Fruit 100% Fruit Juice Milk | Baked Potato Bar Cheddar & Monterey Jack Cheese Turkey Bacon, Sour Cream Roasted Broccoli Garlic Breadsticks Fresh Fruit 100% Fruit Juice Milk | Seasoned Beef Tacos On Crispy Taco Shells Lettuce Tomato Cheese; Salsa Mexican Rice Black Beans Sweet Red Pepper Strips Fresh Fruit 100% Fruit Juice Milk | Boneless WMM Chicken Wings – BBQ or Buffalo Sauce Celery and Carrot Sticks w/ Ranch Dip Corn Bread Fresh Fruit 100% Fruit Juice Milk |
| Day 15 | Day 16 | Day 17 | Day 18 | Day 19 |
| Chicken and Waffles with Syrup Baked Sweet Potato Fries Cucumber Coins Fresh Fruit 100% Fruit Juice Milk | Meatball Parmesan Sub Roasted Potato Wedges Fresh Romaine Salad Fresh Fruit 100% Fruit Juice Milk | Homemade Mac and Cheese or Buffalo Chicken Mac and Cheese Fresh Broccoli Florets Carrot Sticks Fresh Fruit 100% Fruit Juice Milk | Open Faced Roast Turkey with Gravy on WG Bread Mashed Potatoes Blistered Garlic Green Beans Roasted Butternut Squash Fresh Fruit 100% Fruit Juice Milk | Chicken Fajita with Peppers and Onions on Soft Tortilla Mexican Rice Pinto Beans Cucumber & Tomato Salad Fresh Fruit 100% Fruit Juice Milk |
| Day 20 | Day 21 | Daily Lunch Offerings: Deli Bar with Boar's Head (or equivalent) made-to-order Sandwiches and Paninis on various Breads, Rolls, Wraps. Salad Bar with Fresh and Local Produce, Meats and Cheeses, served with Rolls, Croutons. Pizza Station with Cheese Pizza and Meat or Vegetable Pizza (P) Denotes Item might contain Pork. | | |
| Grilled Cheese Sandwich on Whole Grain Bread w/without Tomato Slices or Turkey Bacon Oven Baked French Fries Fresh Spinach Salad with Strawberries Fresh Fruit 100% Fruit Juice Milk | Pork Carnitas (P) or Citrus Chicken Carnitas Cilantro Rice Fresh Guacamole Fresh Cherry Tomatoes Black Beans Fresh Fruit 100% Fruit Juice Milk | | | |

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

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

This institution is an equal opportunity provider and employer.

**HASTINGS ON HUDSON UNION FREE SCHOOL DISTRICT
MIDDLE SCHOOL LUNCH
2019-20**

| Monday | Tuesday | Wednesday | Thursday | Friday |
|---|---|---|---|--|
| | Day 1 | Day 2 | Day 3 | Day 4 |
| | Spicy or Plain Crispy Chicken Cutlet on a Bun Baked Sweet Potato Fries Fresh Broccoli Florets w/Ranch Dip Fresh Fruit 100% Fruit Juice Milk | Rotini w/ Italian Meat Sauce Caesar Salad Roasted Chick Peas Garlic Bread Fresh Fruit 100% Fruit Juice Milk | Sesame Chicken and Broccoli Vegetable Fried Rice Mini Vegetable Egg Roll Fresh Cucumber Slices Sweet Corn Fresh Fruit 100% Fruit Juice Milk | Beef Nachos Grande with Crispy Corn Tortilla Chips Cheddar Cheese Spicy Pinto Beans Baby Carrots Fresh Fruit 100% Fruit Juice Milk |
| Day 5 | Day 6 | Day 7 | Day 8 | Day 9 |
| Seasoned Chicken and Cheddar Cheese Burrito Tomato Salsa Brown Rice Mexicali Corn Black Beans Fresh Fruit 100% Fruit Juice Milk | Baked Manicotti with Meat Sauce or Marinara Sauce Roasted Cauliflower Caesar Salad Sweet Fresh Pepper Strips Italian Bread Fresh Fruit 100% Fruit Juice Milk | Build Your Own Burger Hamburger or Veggie Burger on a Bun Cheese, Turkey Bacon, Veggie Toppings Sweet Potato Fries Cucumber Coins Fresh Fruit 100% Fruit Juice, Milk | French Toast Sticks w/Syrup Scrambled Eggs Hash Brown Potatoes Celery Sticks Fresh Fruit 100% Fruit Juice Milk | Fish Tacos Topped with Chipotle Lime Aioli and Fresh Shredded Cabbage Red Beans and Rice Baby Carrots Fresh Fruit 100% Fruit Juice Milk |
| Day 10 | Day 11 | Day 12 | Day 13 | Day 14 |
| Italian Sausage (P) & Peppers on a Roll w/without Marinara Baked Parmesan French Fries Roasted Zucchini Fresh Fruit 100% Fruit Juice Milk | General Tso's Chicken Spanish Brown Rice Steamed Broccoli Florets Carrot Coins Fresh Fruit 100% Fruit Juice Milk | Baked Potato Bar Cheddar & Monterey Jack Cheese Turkey Bacon, Sour Cream Roasted Broccoli Garlic Breadsticks Fresh Fruit 100% Fruit Juice Milk | Seasoned Beef Tacos On Crispy Taco Shells Lettuce Tomato Cheese; Salsa Mexican Rice Black Beans Sweet Red Pepper Strips Fresh Fruit 100% Fruit Juice Milk | Boneless WMM Chicken Wings – BBQ or Buffalo Sauce Celery and Carrot Sticks w/ Ranch Dip Corn Bread Fresh Fruit 100% Fruit Juice Milk |
| Day 15 | Day 16 | Day 17 | Day 18 | Day 19 |
| Chicken and Waffles with Syrup Baked Sweet Potato Fries Cucumber Coins Fresh Fruit 100% Fruit Juice Milk | Meatball Parmesan Sub Roasted Potato Wedges Fresh Romaine Salad Fresh Fruit 100% Fruit Juice Milk | Homemade Mac and Cheese or Buffalo Chicken Mac and Cheese Fresh Broccoli Florets Carrot Sticks Fresh Fruit 100% Fruit Juice Milk | Open Faced Roast Turkey with Gravy on WG Bread Mashed Potatoes Blistered Garlic Green Beans Roasted Butternut Squash Fresh Fruit 100% Fruit Juice Milk | Chicken Fajita with Peppers and Onions on Soft Tortilla Mexican Rice Pinto Beans Cucumber & Tomato Salad Fresh Fruit 100% Fruit Juice Milk |
| Day 20 | Day 21 | Daily Lunch Offerings: Deli Bar with Boar's Head (or equivalent) made-to-order Sandwiches and Paninis on various Breads, Rolls, Wraps. Salad Bar with Fresh and Local Produce, Meats and Cheeses, served with Rolls, Croutons. Pizza Station with Cheese Pizza and Meat or Vegetable Pizza (P) Denotes Item might contain Pork. | | |
| Grilled Cheese Sandwich on Whole Grain Bread w/without Tomato Slices or Turkey Bacon Oven Baked French Fries Fresh Spinach Salad with Strawberries Fresh Fruit 100% Fruit Juice Milk | Pork Carnitas (P) or Citrus Chicken Carnitas Cilantro Rice Fresh Guacamole Fresh Cherry Tomatoes Black Beans Fresh Fruit 100% Fruit Juice Milk | | | |

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

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

This institution is an equal opportunity provider and employer.

SCHEDULE B

ATTACH FOOD AND BEVERAGE PROCUREMENT SPECIFICATIONS HERE

A specification is a statement that contains a detailed description or enumerates particulars of a product. SFAs must let bid for food and beverage products.

Characteristics in a specification include:

- ▲ Name of product
- ▲ Federal grade
- ▲ Size information for container and product
- ▲ Unit on which price will be based (bid units)
- ▲ Quality indicators: product type dictates the quality indicators; e.g., type, style, pack, 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.
- ▲ Packaging procedures and type of package
- ▲ Test or inspection procedures
- ▲ If a brand name is indicated, “or equal to” must be specified
- ▲ Include required portion sizes for each grade group
- ▲ Buy American – Refer to information in Appendix B

| HASTINGS-ON-HUDSON UNION FREE SCHOOL DISTRICT MIDDLE AND HIGH SCHOOLS MENU ITEM SPECIFICS – 2019-2020 | |
|--|---|
| It is the intent of the Hastings-on-Hudson Union Free School District to provide students and staff with a high quality food service program featuring nutritious fresh foods that are prepared daily and properly presented. The variety of offerings must meet nutritional requirements and all local, state, and federal regulations. | |
| The SFA requires that meals be prepared with ingredients closest to the natural source, without any harmful additives. Use of any USDA Food products is prohibited. | |
| Beverages: | |
| Beverage Specs | 100% juices, milk and bottled water shall be offered on the serving line. |
| Beverage Variety | The SFA must be informed of and approve any new items being considered for sale prior to their sale. |
| Milk: | |
| Milk Specs | All milk servings must be a minimum of 8oz. |
| | FDA Grade A and from cows free of antibiotics and growth hormones. |
| Milk Variety | The following milk varieties must be offered at all meal periods: 1% white, fat free white, and fat free flavored |
| Juice: | |
| Juice Specs | All juice servings must be a minimum of 4oz. |
| | All juices shall be 100% juice with no added sugars. |
| Juice Variety | The following juices shall be offered but not limited to: apple, orange, grape and fruit punch |
| Fruit: | |
| Fruit Specs | All fruit servings must be a minimum of ½ cup. See Schedule B-2 for specifics on buying and portioning fruit. |
| | Fresh fruit must be offered daily at all meal periods. |
| Fruit Variety | Fruit assortments need to be more diverse than just apples, bananas and oranges on a regular basis. |
| | Each of the following fruits must be offered at least once per month in the following months: Sept, Oct, April, May and June <ul style="list-style-type: none"> • watermelon • cantaloupe • grapes • pears • pineapple • fresh berries |
| | Each of the following fruits must be offered at least once per school year and shall include but are not limited to: <ul style="list-style-type: none"> • honeydew melon • peaches • Locally grown and seasonally fresh fruit approved by the SFA. Locally sourced fruit must be noted as such on the menu |

| Vegetables: | |
|--------------------------|---|
| Vegetable Specs | A minimum of two, ½ cup servings of vegetables should be offered daily at all levels. |
| | One of the daily vegetable offerings at all levels must be a garden salad served in 1-cup portions. |
| | Lettuces and salads shall include 100% dark leafy greens such as spinach, spring mix and romaine. No iceberg lettuce is allowed. |
| Vegetable Variety | <p>Each of the following additional vegetables must be offered at least twice per month of the school year:</p> <ul style="list-style-type: none"> • carrot sticks • celery sticks • red and green pepper strips • cucumber slices • broccoli • cherry tomatoes • other locally grown and seasonally fresh vegetables or frozen vegetables approved by the SFA. Locally sourced vegetables must be noted as such on the menu. |
| | No canned vegetables other than tomatoes, tomato paste/puree or legumes shall be offered. |
| | All sandwiches and wraps are to include lettuce and tomato based on the students' choice. |
| | <p><u>The Middle/High School</u> must feature a daily salad bar with made to order salad meals offering a high quality selection of fresh vegetables, proteins, and fruits.</p> <ul style="list-style-type: none"> • There must be a minimum of 15 items available at the salad bar, including 6 protein sources such as grilled chicken, deli meats, cheeses, tofu, eggs or egg salad, tuna, etc. • Other suggested salad bar items include: edamame, garbanzo beans, lentils, black beans, carrots, cucumbers, red onions, peppers, celery, spinach, spring mix, romaine lettuce, sunflower seeds, dried cranberries, etc. • Appropriate condiments must be made available free of high fructose corn syrup. Dressings must include at least three varieties each day. |
| | |
| Yogurt: | |
| Yogurt Specs | Yogurt must be of high quality, FDA Grade A, 100% all-natural, and contain no artificial ingredients or high fructose corn syrup. |
| Yogurt Variety | Yogurt containing real fruit, Greek-style yogurt, and organic yogurt are acceptable and encouraged varieties. |
| | Frozen yogurt must be available for self-serve daily. |
| | Yogurt parfaits with granola and fresh or frozen fruits are required to be offered at both breakfast and lunch . These shall be made from scratch, on site (not pre-packaged). |

SCHEDULE B-1

| Grains: | |
|--------------------------|---|
| Grain Specs | Gluten-free equivalents must be made available to all students who have a medically documented allergy. |
| | Local bakeries are to be sourced whenever possible and indicated as such on the menu. |
| | All bagels must be fresh, not pre-packaged. |
| | All muffins must be fresh |
| Deli Meats | |
| Deli Meat Specs | All deli meats must be Boar's Head (or equivalent). |
| | All Boar's Head (or equivalent) deli sandwiches are to be considered an entrée and available as part of the "lunch meal" daily at the normal meal selling price with no additional charge for lettuce and tomato. |
| | <u>Elementary School</u> deli sandwiches must contain a minimum of 2oz meat/meat alternate |
| | <u>Middle and High School</u> deli sandwiches must contain a minimum of 3oz meat/meat alternate |
| Deli Meat Variety | <p><u>Middle and High Schools</u> must feature a daily deli bar with made to order sandwiches and paninis using only Boars Head (or equivalent) deli meats and must include:</p> <ul style="list-style-type: none"> • Oven Roasted Turkey Breast • Black Forest Ham • Genoa Salami • Roast Beef • Plus 4 additional high quality proteins such as: Salsalito turkey breast, Buffalo chicken breast, Grilled chicken breast, Breaded all-natural chicken, Tuna salad, Egg salad, etc. • Choice of at least 3 cheeses • Lettuce, tomato, onion • Condiments free of high fructose corn syrup • Variety of fresh breads <p>The SFA shall be the sole party who determines what the equivalent product shall be for deli meats and all items that require an equivalent.</p> |
| Chicken: | |
| Chicken Specs | USDA Grade A, antibiotic and hormone free |
| | No mechanically separated meat or TVP allowed |
| | <u>Middle and High School</u> chicken offerings (all varieties) must contain a minimum of 4oz meat |
| | Chicken tenders or nuggets must be 4 pieces per serving |
| Beef: | |
| Beef Specs | USDA Choice, only 100% ground beef, no fillers |
| | Total fat content not to exceed 20% |
| | Lean finely textured beef (LFTB) boneless lean beef trimmings (BLBT) or similarly processed beef product referred to as "pink slime" is prohibited. |
| | All purchased/outsourced beef must be antibiotic and hormone free. |

| Pizza: | |
|---|---|
| Pizza Specs | All pizza is to be made fresh and with 16" round, dough <ul style="list-style-type: none"> <i>Middle and High Schools</i> = 6 slices per round |
| Pizza Variety | <p><i>Middle and High Schools</i> must offer a daily pizza station as part of the reimbursable meal with no extra charge for toppings. The pizza station must offer several varieties, with a special pizza of the day, featuring high quality toppings of both meats and vegetables. Daily Pizza Offerings must include:</p> <ul style="list-style-type: none"> Cheese or Vegetable Pepperoni or Sausage Special of the Day Stromboli or Calzone of the Day <p>Creative options at the pizza station are expected outside the realm of cheese and pepperoni, such as: Roasted Vegetable, Broccoli, Chicken Caesar, Buffalo Chicken, Meatball, etc.</p> |
| Theme Meals | |
| Theme Meal Specs | <p>Theme Meals must be offered once per week at the <u>Middle and High Schools</u>.</p> <p>These high-quality meals must be developed with creativity by the lead cook at each school according to the likes of the students and in compliance with the Hastings-on-Hudson UFSD Wellness Policy.</p> |
| Theme Meal Variety | Theme Meals may include, but are not limited to: Italian, Asian, Mexican/Spanish, Caribbean/Cajun, Fish/Seafood, Paninis, Mediterranean, Vegetarian, Specialty Pastas, and Holiday Specials |
| Salad Dressings and Condiments: | |
| Salad Dressing and Condiment Specs | <p>All salad dressings and condiments offered must be free of high fructose corn syrup.</p> <p>Homemade dressings are preferred whenever possible.</p> <p>Jelly, jam, and breakfast syrup are the only items exempt of containing high fructose corn syrup</p> |
| Salad Dressing and Condiment Variety | <p>A variety of healthy, appropriate condiments must be offered to students at all levels such as:</p> <ul style="list-style-type: none"> Salsa with Tacos, Nachos, Quesadillas and Burritos Mayonnaise, mustard, oil and vinegar with Sandwiches Red pepper flakes, parmesan cheese and oregano for Pizza and Pasta dishes |
| Soup: | |
| Soup | Homemade, hot soup shall be offered daily during the months of November through March. |

PORTION CONTROL LISTING

The following lists set the standard for portion sizes for food items served in all buildings. Any revision to this listing must be approved by the SFA.

Elementary Schools, Kindergarten-5:

- All deli sandwiches, wraps, etc. must contain a minimum of 2oz meat/meat alternate

Middle and High Schools, Grades 6-12:

- All daily entrees and entrée salads must contain a minimum of 3oz of meat/meat alternate with no maximum limit.
- All deli sandwiches, wraps, etc. must contain a minimum of 3oz meat/meat alternate for regularly priced sandwiches at \$3.25.
- All chicken varieties must contain a minimum of 4oz of meat. Chicken tenders or nuggets must be at least 4 pieces per serving.

| Contract-Specific Meat/Meat Alternate Minimums | | |
|---|------------------------------|--------------------|
| Sandwiches: | Grades Kindergarten-5 | Grades 6-12 |
| Sunflower Butter or Peanut Butter and Jelly | 1.6oz m/ma | 1.6oz m/ma |
| Tuna or Chicken Salad | #12 scoop (2.6oz) | #12 scoop (2.6oz) |
| Cheese | 2oz m/ma | 2oz m/ma |
| Deli Meats, sliced | 2oz m/ma | 3oz m/ma |
| Deli Meats, diced | 2oz m/ma | 3oz m/ma |

| Fruit and Vegetable Minimum Servings | | |
|---|------------------------------|--------------------|
| Fruit or Vegetable | Grades Kindergarten-5 | Grades 6-12 |
| Fresh Fruit | ½ cup | ½ cup |
| Raw Vegetables | ½ cup | ½ cup |
| Steamed Vegetables, drained | n/a | ½ cup |
| Leafy Green Salad | 1 cup | 1 cup |
| Legumes, drained | ½ cup | ½ cup |
| Whipped Potatoes | n/a | #8 scoop (½ cup) |
| French Fries | n/a | ½ cup |
| Tater Tots | n/a | ½ cup |
| Hash Browns | n/a | ½ cup |

| Fruit Count Requirements for Ordering and Serving – All Grades | | |
|---|-----------------------|---------------------|
| Fresh Fruit | Count per Case | Serving Size |
| Apples | 125 – 138 count | 1 |
| Bananas | 100 – 120 count | 1 |
| Oranges | 125 – 138 count | 1 |
| Pears | 150 count | 1 |

| Soup Minimum Servings | | |
|------------------------------|------------------------------|--------------------|
| Soup, A La Carte Only | Grades Kindergarten-5 | Grades 6-12 |
| All Soups | n/a | 8oz |

| Pizza Servings | | |
|-----------------------|------------------------------|--------------------|
| Pizza Rounds | Grades Kindergarten-5 | Grades 6-12 |
| 16" Round crust | n/a | 6 slices per round |

| Beverage Minimum Servings | | |
|----------------------------------|------------------------------|--------------------|
| Beverage | Grades Kindergarten-5 | Grades 6-12 |
| All Milk | 8oz | 8oz |
| 100% Fruit Juice | 4oz | 4oz |

Any suggested deviations to this portion listing made by the FSMC must be approved by the SFA prior to implementation.

PROCUREMENT SPECIFICATIONS

A nutritional information label from the manufacturer must be available for every product purchased and used in the school lunch and breakfast program. Additionally, a nutrient analysis for each menu item must be available, as stated in Schedule A.

| | |
|---------------------------|--|
| Beef | USDA Choice, only 100% ground beef, no fillers Total fat content not to exceed 15% Lean finely textured beef (LFTB) boneless lean beef trimmings (BLBT) or similarly processed beef product referred to as “pink slime” is prohibited All purchased/outsourced beef must be antibiotic and hormone free |
| Chicken | USDA Grade A, antibiotic and hormone free No mechanically separated meat allowed No TVP allowed |
| Other Poultry | USDA Grade A, antibiotic and hormone free |
| Pork | Antibiotic and hormone free |
| Tuna Fish | Chunk light meat packed in water; no extenders, dolphin safe |
| Eggs | USDA Grade A or AA, Large |
| Yogurt and Cottage Cheese | FDA Grade A, 100% all-natural No artificial ingredients or high fructose corn syrup |
| Cheese | USDA Grade A or AA, Boar’s Head, Land O’Lakes or equivalent |
| Milk | FDA Grade A and from cows free of antibiotics and growth hormones; 1% white, fat free white, and fat free flavored |
| Grains, Breads and Bagels | Fresh breads and bagels only |
| Fruits and Vegetables | USDA Grade A or No.1 |
| Fruit Juices | 100% natural, no sugar added |

The above food items must be sourced from local farmers, dairies and bakeries whenever possible. The FSMC must provide the SFA with a detailed listing of when local ingredients are being used on the menus.

SCHEDULE C

ATTACH SFA LOCAL WELLNESS POLICY

If the SFA participates in the Special Milk Program, a Wellness Policy is required.

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.

5405 DISTRICT WELLNESS

(formerly 5661)

The district is committed to providing a school environment that promotes and protects children's health, well-being, and the ability to learn. Given the documented connection between proper nutrition, adequate physical activity and educational success, the Board adopts the following goals and authorizes the following actions to provide students with a school environment that promotes student health and wellness.

Nutrition Promotion and Education

Nutrition promotion and education that teaches the knowledge, skills, and values needed to adopt healthy eating behaviors will be integrated into the curriculum. This nutrition promotion and education will be offered throughout the school campus including, but not limited to, school dining areas and classrooms and will:

- Include nutrition education as part of not only health education classes, but also classroom instruction in subjects such as math, science, language arts, social sciences and elective subjects.
- Include enjoyable, developmentally appropriate, culturally relevant, participatory activities, such as contests, promotions, taste testing, farm visits, and school gardens.
- Promote fruits, vegetables, whole grain products, low fat dairy products, safe and healthy food preparation methods, and health enhancing nutrition practices.
- Emphasize caloric balance between food intake and energy expenditure.
- Teach media literacy with an emphasis on food marketing.

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, limiting the use of food as a reward, reviewing food marketing and advertising in school, and hosting or promoting community-wide events.

Food and Beverages Sales

The Board recognizes that a nutritious, well-balanced, reasonably-portioned diet is essential for student wellness. For school meals, the district will:

- Provide a variety of whole grains, fresh fruits, vegetables, and foods low in saturated fat, trans-fat, cholesterol, sugars and salt.
- Encourage students to try new or unfamiliar items.
- Make efforts to ensure that families are aware of need-based programs for free or reduced-price meals and encourage eligible families to apply.
- Consider serving produce and food from local farms and suppliers.
- Make free drinking water available at locations where meals are served.
- Ensure that each student has a scheduled lunch period.

For items sold individually (e.g., a la carte, vending machines) the district will:

- Provide a variety of whole grains, fresh fruits, vegetables, and foods low in saturated fat, trans-fat, cholesterol, sugars and salt.
- Permit the sale of fresh, frozen or canned fruits and vegetables, if processed pursuant to federal regulations, as exempt from the nutrition standards.
- Sports and soft drinks will not be sold to students. All bottled water or flavored waters will be without artificial sweeteners or caffeine.

Fund-Raising Activities

- The use of wholesome foods for and during fundraising activities will be encouraged.
- Also encouraged is the promotion of non-food items to sell, or activities (physical or otherwise) in which to participate.

Celebrations

- Building administrators will be responsible for monitoring the frequency of and the food served at celebrations, fundraising activities and school-sponsored events.
- Parents, guardians and teachers will be encouraged to provide food and beverages that meet the above-mentioned nutritional guidelines.

Physical Activity

The district will provide opportunities for every student to develop the knowledge and skills for specific physical activities to maintain physical fitness, regularly participate in physical activity, and understand the short- and long-term benefits of a physically active and healthy lifestyle.

Physical Education

- Students will engage in physical education for at least the minimum number of hours or days per week required under State regulations.
- Staff will promote, teach, and provide opportunities to practice activities that students enjoy and can pursue throughout their lives, e.g., yoga, fitness walking, or aerobics.
- The performance of physical activity will not be used as a form of discipline or punishment.
- Appropriate physical education and activities will be provided to students with special needs.

Recess

- Maintain daily allotment of recess time for elementary school.
- Recess may be scheduled prior to lunch.

Classroom and Extracurricular Physical Activity

- Promote the integration of physical activity in the classroom.
- Promote clubs and activities that meet the various physical activity needs, interests, and abilities of all students.
- Afterschool classes may be offered for staff as well as community.
- Staff and community members will have access to the track during posted hours when it is not being used for school events.
- Students will have access to the track before and after school hours; the weight room will be available to students when supervision is available.
- The Athletic Director will ensure 1) that weight loss /gain will not be promoted to enhance athletic performance at the expense of student's health and 2) that coaches explain the dangers and prohibit the use of performance enhancement supplements.

Social and Emotional Health

- Staff development may be provided during faculty meetings or Superintendent's conference days regarding social-emotional learning curriculum.
- The district's Code of Conduct will be disseminated at the beginning of each school year. A summary of the Code will be mailed to each family in the district.
- Programs will be developed that introduce students to a variety of activities and techniques that promote and sustain stress reduction and healthy life choices.

Implementation and Evaluation

The district will ensure school and community awareness of this policy through various means, such as newsletters, broadcast emails, and the Code of Conduct. The building principals will have operational responsibility for meeting the goals of this policy and will report findings to the Superintendent.

Assessments of the district's wellness policy and implementation efforts may be repeated on an annual basis, but shall occur no later than every three years, to help review policy compliance, assess progress, and determine areas in need of improvement. The district's Health and Safety committee will, as necessary, review the policy and develop plans to facilitate its implementation.

Ref:

[P.L. 111-296](#) (The Healthy, Hunger-Free Kids Act of 2010)

[P.L. 108-265](#) (Child Nutrition and WIC Reauthorization Act of 2004)

[42 USC §§1758\(f\)\(1\); 1766\(a\)](#) (Richard B. Russell National School Lunch Act)

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

[7 CFR §210.10; 210.11; 210.11a](#) (National School Lunch Program participation requirements - standards for lunches, snacks, and competitive foods)

[7 CFR §220.8](#) (School Breakfast Program participation requirements - nutrition standards)

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

Appeal of Phillips, 37 EDR 204 (1997) (dec. no. 13,843)

Appeal of Williams, 32 EDR 621 (1993) (dec. no. 12,934)

Adopted: 6/19/2006

Revised: 1/2/2009

Renumbered: 02/5/2014

Revised: 6/3/15

Hastings-on-Hudson Union Free School District

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, and designated below any explanations are to be provided if necessary on Schedule D2:

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

ATTACH DETAILED EXPLANATIONS FROM COST RESPONSIBILITY DETAIL SHEET BELOW

Other #1 All Health Permits must be secured by the FSMC and paid for by the FSMC. Each school requires a health permit.

The FSMC shall generate a letter to the Health Department annually requesting two health inspections be conducted during the year.

School Deliveries are the responsibility of the SFA

Daily Bank Deposits are the responsibility of the SFA. The SFA custodians will bring the deposits from the Elementary School.

Equipment replacement or repair of equipment owned by the FSMC is the responsibility of the FSMC

The FSMC will receive a \$550.00 bank at the start of the year from the SFA. The FSMC is responsible for making sure there is the proper change each day for the start of the meal service. The \$550.00 shall be returned at the close of each contract year.

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

SCHEDULE E

ATTACH ITEMIZED INVENTORY LIST

All equipment used within the operation of the Child Nutrition Program in the Hastings-on-Hudson School District is owned by the school district with the exception of:

Various Corporate Signage and Posters

1 Pretzel Warmer

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

During the life of this contract, the District Treasurer must **Pre-approve** any service to the district-owned equipment used in the Child Nutrition Program.

SCHEDULE F

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

HAACP/Food Safety Plan Federal Regulation

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

PLEASE NOTE: If SFA is adopting the FSMC's Food Safety Plan, a letter from the Superintendent on district letterhead must be attached indicating that the board either adopted or the district accepted the FSMC's Food Safety Plan. The SFA and FSMC and all employees must remain in compliance with the plan and its implementation throughout the terms of the contract.

**Hastings-on-Hudson Union Free School District
27 Farragut Avenue
Hastings-on-Hudson, New York 10706**

April 23, 2019

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

Dear Ms. McMillian:

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

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

Sincerely,



Maureen Caraballo
District Treasurer

SCHEDULE G

STAFFING SCHEDULES AND OTHER RELATED INFORMATION

- A. 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.
- B. 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.
- C. In the event the SFA retains the services of the food service staff, the SFA must list all food service staff in Schedule G listing the title and salary of each employee.

2019-20 REQUIRED LABOR SCHEDULE

Hastings on Hudson UFSD

| RATES AND HOURS | | | | | | | | | | | | | | | SCHEDULE G1 | | | | | |
|-------------------------------|---------------------------------------|---------------------------------|------------------------|-------------------------|------------------------|-------------------------|---------------------------|---------|----------|---------|-------------------------|---|--|--|-------------|---------|--|--|--|--|
| STAFF | DAILY HRS | CURRENT 2018-19 HRLY RATE | 2019-2020 HRLY RATE | # OF SERVING DAYS | 2019-2020 HRLY RATE | # OF SERVING DAYS | # SICK & PERSONAL DAYS | | HOLIDAYS | | TOTAL # OF PAID DAYS | TOTAL HOURS FOR PRE/POST OPERATION ASSUMES 1/2 IN SEPT & 1/2 IN JUNE | TRAINING HOURS ASSUMES 1/2 IN SEP- DEC, 1/2 JAN-JUN | MEDICAL & DENTAL (Single, Family) | | | | | | |
| | | | | | | | | | SEP-DEC | JAN-JUN | | | | | SEP-DEC | JAN-JUN | | | | |
| | | | | | | | | | | | | | | | | | | | | |
| School: Hastings on Hudson HS | | | SEP-DEC | 70 | JAN-JUN | 105 | SEP-DEC | JAN-JUN | SEP-DEC | JAN-JUN | 175 | | | | | | | | | |
| 1 FSW - VH | 7.50 | \$ 14.00 | \$ 15.00 | 70 | \$ 15.00 | 105 | 2 | 3 | 3 | 3 | 186 | 6 | 6 | | | | | | | |
| 2 Cook - MF | 8.00 | \$ 15.86 | \$ 15.86 | 70 | \$ 16.34 | 105 | 2 | 3 | 3 | 3 | 186 | 6 | 6 | | | | | | | |
| 3 Cook - MS | 7.50 | \$ 13.39 | \$ 13.39 | 70 | \$ 13.79 | 105 | 2 | 3 | 3 | 3 | 186 | 6 | 6 | | | | | | | |
| 4 FSW - DM | 6.50 | \$ 12.36 | \$ 12.36 | 70 | \$ 13.39 | 105 | 2 | 3 | 3 | 3 | 186 | 6 | 6 | | | | | | | |
| 5 FSW - ZR | 6.50 | \$ 13.00 | \$ 13.00 | 70 | \$ 13.39 | 105 | 2 | 3 | 3 | 3 | 186 | 6 | 6 | | | | | | | |
| 6 FSW - RM | 6.50 | \$ 12.36 | \$ 12.36 | 70 | \$ 13.39 | 105 | 2 | 3 | 3 | 3 | 186 | 6 | 6 | | | | | | | |
| 7 FSW - ER | 7.50 | \$ 12.36 | \$ 12.36 | 70 | \$ 13.39 | 105 | 2 | 3 | 3 | 3 | 186 | 6 | 6 | | | | | | | |
| 8 FSW - SC | 7.50 | \$ 13.00 | \$ 13.00 | 70 | \$ 13.39 | 105 | 2 | 3 | 3 | 3 | 186 | 6 | 6 | | | | | | | |
| 9 FSW - EA | 6.50 | \$ 12.00 | \$ 12.00 | 70 | \$ 13.39 | 105 | 2 | 3 | 3 | 3 | 186 | 6 | 6 | | | | | | | |
| 10 FSW - AP | 7.00 | \$ 12.00 | \$ 12.00 | 70 | \$ 13.39 | 105 | 2 | 3 | 3 | 3 | 186 | 6 | 6 | | | | | | | |
| 11 | | | | | | | | | | | | | | | | | | | | |
| 12 | | | | | | | | | | | | | | | | | | | | |
| 13 | | | | | | | | | | | | | | | | | | | | |
| 14 | | | | | | | | | | | | | | | | | | | | |
| 15 | | | | | | | | | | | | | | | | | | | | |
| Subtotal | 71.00 | | | | | | 20 | 30 | 30 | 30 | 110 | 60 | 60 | | | | | | | |
| Office: | | | | | | | | | | | | | | | | | | | | |
| FOOD SERVICE DIRECTOR | 10.5 month position. \$47,500.00/YEAR | | | | | 0 | | | | | | | | | | | | | | |
| Subtotal | | - | - | | - | | 0 | 0 | 0 | 0 | - | 0 | 0 | | | | | | | |
| TOTAL ALL | 71.00 | \$- | \$- | | \$- | | 20.00 | 30.00 | 30.00 | 30.00 | | 60.00 | 60.00 | - | | | | | | |

HASTINGS-ON-HUDSON UNION FREE SCHOOL DISTRICT
LABOR COST SUMMARY

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

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

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

Other Payroll Costs For All Employees (Please Specify Each Item):

FICA \$ _____

Workers' Compensation \$ _____

Federal Unemployment \$ _____

State Disability \$ _____

State Unemployment \$ _____

Medical Insurance \$ _____

Life Insurance \$ _____

Dental Insurance \$ _____

Long Term DBL \$ _____

Other _____ \$ _____

Other _____ \$ _____

Total other payroll costs \$ _____

| | |
|--------------------------------|-----------------|
| <i>Total Labor Cost</i> | \$ _____ |
|--------------------------------|-----------------|

HASTINGS-ON-HUDSON UNION FREE SCHOOL DISTRICT LABOR SPECIFICATIONS

The FSMC Must Adhere To The Following Staffing Requirements, Training And Other Labor-Related Areas:

1. It is the desire of the Hastings-on-Hudson Union Free School District that a full-time, 10.5 - month (plus one week prior to the start of the school year as needed) per year Food Service Director be made available by the FSMC awarded this contract, at the salaried rate of \$47,500 per year. The Hastings-on-Hudson Union Free School District shall have the right to interview and approve the FSMC's candidates for this position. Resumes of the perspective candidates shall be included with this bid. This is to indicate the background, experience and education of the candidates.
2. The Food Service Director is a full time, on-site position located at the Hastings-on-Hudson Union Free School District, exclusively responsible for the management and supervision of the Hastings-on-Hudson Union Free School District's food service program. The Food Service Director shall not have involvement in any other school district or facility operated by the FSMC. All work to be performed for the SFA shall be completed on the premises of the SFA and not any other facility or neighboring district. The Food Service Director is required to work 10.5-months.
3. The Food Service Director should not function as a Food Service Worker, Cashier, Cook, etc. The Food Service Director should manage and oversee all program operations, and ensure all financial and operation goals of the district are met. The Food Service Director is not an employee of the SFA.
4. The Food Service Director assigned to the Hastings-on-Hudson Union Free School District must have the following qualifications:
 - a. Experience in all aspects of food service management including but not limited to: menu planning, ordering, accountability, satellite operations (when food is prepared in one facility and transported to a separate outlying facility for service), 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 ServSafe certified; maintain HACCP certification from FSMC; and any applicable local Board of Health certification
 - c. Possess good interpersonal skills and be able to communicate effectively with staff, students, parents and administrators
 - d. Computer knowledge of (at minimum) Microsoft Word, Microsoft Excel, email and Horizon POS systems
 - e. A 2 or 4-year college degree, preferably in hospitality or equivalent
 - f. A minimum of two (2) years of formal education related to foods, nutrition and management. Substitution of experience for education may be acceptable, and shall be determined at the sole discretion of the SFA through formal interviews prior to selection of the FSD Candidate.
 - g. Three (3) years minimum experience in successfully managing a high quality, multi-unit, student oriented, cost effective school food service operation

- h. Each FSMC must submit resumes for at least two of their current Food Service Directors (not to include owners, district managers, supervisors or other headquarters personnel) currently working as Directors of school food service operations, and who are viable candidates to accept the position of Food Service Director at the Hastings-on-Hudson UFSD.
5. 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 FSD 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. A copy of the FSMC's bid submission must be made available to the Food Service Director.
6. 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.
7. 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.
8. The FSMC will employ only persons acceptable to the school district. 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.
9. Relief personnel (substitutes) are to be available to cover for illness, personal, vacation or other absences. A roster of two (2) additional substitutes must be available at all times. The SFA may ask to review this roster at any time.
10. Penalties as noted in the Agreement may be imposed for staffing shortages that continually compromise the program and cause delays for students, faculty, and staff.
11. It is recommended all Food Service Workers currently employed and listed on Schedule G-1 shall be hired by the FSMC at the rates of pay and benefits shown. The District Treasurer shall approve deviations to this in advance.
12. The hourly food service workers shall be paid at least the minimum NYS hourly wage at all times. Those staff members that are currently above the minimum wage shall always remain above the minimum wage by at least their current differential.
13. The Food Service Director is to be onsite at the Middle/High School daily, and must visit the Hillside Elementary School a minimum of once per week, or more often if necessary.
14. The district's Health and Safety Committee may require representatives of the FSMC, including the Food Service Director, to periodically attend its meetings. The purpose would be to provide an ongoing communication network between students, faculty and the FSMC. Menu suggestions, taste tests, service problems, suggested improvements and advertising for educational and other special programs are a few of the agenda topics that may be discussed at such meetings.
15. The FSMC District Manager shall meet with client/liaison with 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 Food Service Director is to meet with the Middle and High School Building Principal(s) at least bi-monthly and with the District Treasurer or designated liaison at least once per month to

ensure that quality of service is maintained at desired levels. Delivery of the monthly profit and loss statement and other financial and operational documents as required in Schedule A, shall occur during the monthly meeting with the District Treasurer.

17. 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.
18. 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.
19. Proper attire consisting of smocks/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.
20. Employees who handle money or cleaning supplies are not to handle food at the same time.
21. A cook at each school is required to attend mandated training courses in safety and sanitation, training in reacting to food allergies/cross contamination and compliance with local county and state Health Department Regulations. ServSafe Certification is required by at least one employee in each building (in addition to the FSD) as well as compliance with all HACCP regulations.
22. 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 District Treasurer within ten (10) days of the completion of trainings.
23. 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 and customer service standards they are to implement when providing daily service. A minimum three (3) hour training session shall occur prior to the start of the 2019-20 school year. Documentation shall be provided to the District Treasurer of the training topics and attendees.
24. Specialized training in food safety, sanitation, and food handling techniques must be provided for all employees. An additional three (3) hours of training, pertaining to safety and sanitation, are to be provided within each school year. These specialized training sessions must include information on bloodborne pathogens and allergen management. Documentation shall be provided to the District Treasurer of the training topics and attendees.
25. 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. Approximate date range of the training programs planned
26. 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 the district, 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.
27. All FSMC employees shall be screened by the FSMC for sex offenses using the New York State Sex Offender Registry.

- a. Web site: www.criminaljustice.state.ny.us
 - b. Phone: 1.800.262.3257
 - c. The FSMC shall provide a list verifying that each employee has been entered and screened through the registry prior to commencement of work at SFA facility.
28. The FSMC shall be engaged as an independent contractor for purposes of taxes, social security and other withholdings. The FSMC shall be solely responsible for payment of any and all taxes, and expressly agrees to defend and indemnify the SFA for any action brought by any governmental entity, agency, authority or office or by any individual or other entity with respect to taxes which may be related to any payment made by the SFA under this Agreement.
29. All FSMC direct payroll, payroll taxes and benefits shall be broken out on the monthly operating report for a clear path of determining the total labor cost for each month. The cost of all benefits and taxes shall be broken out on the labor summary form submitted with each FSMC's response.
30. All employees listed on Schedule G-1 will be employed for every service day the school is open.
31. The FSMC must comply with NYS Department of Labor Standards concerning all wage and hour laws.
32. The FSMC will be responsible for fingerprinting all new staff members. The existing employees who worked in the 2018-19 school year have been fingerprinted and will not need further fingerprinting.

SCHEDULE H

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 the 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: _____

SCHEDULE I

ADDITIONAL SCHEDULES

Only attach here any other additional schedules that are part of the bid specifications that are for informational purposes only (*which may include the following examples*):

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

HASTINGS-ON-HUDSON UNION FREE SCHOOL DISTRICT
HASTINGS-ON-HUDSON, NY
FOOD SERVICE MANAGEMENT PROGRAM SPECIFICATIONS

NOTICE TO BIDDERS

Please take notice that the Board of Education of the Hastings-on-Hudson Union Free School District, Hastings-on-Hudson, New York will receive bids for the Food Service Management Program until 2:00pm on Thursday, June 13, 2019 at which time the bids will be opened and read aloud at the Business Office of the Hastings-on-Hudson Union Free School District, Hastings-on-Hudson, New York, 10706.

GENERAL CONDITIONS

Specifications and bid forms may be obtained after 9:00am on Tuesday, May 21, 2019 at the District Business Office, Hastings-on-Hudson, New York, 10570.

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

By Order of the Board of Education
Hastings-on-Hudson Union Free School District
27 Farragut Avenue
Hastings-on-Hudson, New York, 10706
Telephone: 914.478.6210

NOTE

A pre-bid conference will be held on Thursday, May 30, 2019 at 1:00pm at the Business Office of the Hastings-on-Hudson Union Free School District, 27 Farragut Avenue, Hastings-on-Hudson, New York, 10706. If you plan to attend this conference, the District requests that you contact Heather Bigley, Food Service Consultant, at hmbigley@hmb-consultants.com to confirm. It is strongly suggested all prospective bidders attend this conference. In addition, on the day of the pre-bid conference, bidders will be responsible for personally examining the conditions of each job site where work is to be performed under the contract. Please bring a copy of the attached Site Visitation Verification Form to the pre-bid conference for completion on that date.

**HASTINGS-ON-HUDSON UNION FREE SCHOOL DISTRICT
SITE VISITATION VERIFICATION FORM / PRE-BID
CONFERENCE**

I certify that I have visited each of the school locations in the Hastings-on-Hudson Union Free School District.

Name of Management Company _____

Name of Representative
(please print) _____

Signature of Representative _____

Date _____

| Name of School | Signature of School District Representative | |
|------------------------|---|------------|
| Farragut Middle School | _____ | Date _____ |
| Hastings High School | _____ | Date _____ |

PROFIT AND LOSS STATEMENT AGREEMENT FOR THE HASTINGS-ON-HUDSON UNION FREE SCHOOL DISTRICT CHILD NUTRITION PROGRAM

Profit and Loss Statement Agreement:

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

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

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

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

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

Name (print) _____

Signature _____

Title _____

Food Service Management Company _____

Date _____

HASTINGS-ON-HUDSON UFSD
Sample P L Statement

Schedule 13

Month of April 2019

Sample P & L

| | Current Month | Percent | Year To Date | Percent | |
|---|------------------|---------------|------------------|---------------|-------------|
| Operating Days | 19 | | 121 | | |
| Complete Meal Sales | \$ 13,214 | 57.1% | 3,000 | 4.0% | |
| Breakfast Sales | \$ 1,558 | 6.7% | 16,865 | 22.5% | |
| Student A la Carte | \$ 5,444 | 23.5% | 40,379 | 54.0% | |
| Special Milk Sales | \$ 500 | 2.2% | 3,500 | | |
| Adult Meals | \$ 2,648 | 11.4% | 12,019 | 16.1% | |
| Total A la carte sales | \$ 23,364 | | 75,762 | | |
| Less Sales Tax | \$ (212) | -0.9% | (942) | -1.3% | |
| | | | | 4.7% | |
| Net Cash Sales | \$ 23,152 | 100.0% | \$ 74,821 | 100.0% | |
| NYS & Federal Reimbursements | \$ 2,100 | | 17,500 | | |
| Total School District Revenue | \$ 25,252 | | \$ 92,321 | | |
| Special Milk Program: | | | | | |
| Total Milk Served | 2,169 | | 11,987 | | |
| A La Carte Equiv. Meals (converted at \$3.79) | 6,315 | | 20,476 | | |
| Total Meals Served | 6,315 | | 20,476 | | |
| # of A la Carte Meals x \$.20 Rate | \$ 1,262.92 | | \$ 69,824.2 | | |
| Amount Due Contractor | \$ 1,263 | | \$ 69,824 | | |
| Contractors Expenses | \$ 22,574 | | | | |
| Net School District Fund Balance | \$ 23,989 | | \$ 22,496 | | |
| Total Contractors Revenue | \$ 23,989 | 3.799 | \$ 69,824 | 3.410 | |
| Product Cost | 9,775 | 1.5480 | \$ 31,000 | 1.5139 | 44.4% |
| Total Personnel | 11,000 | 1.7420 | \$ 31,000 | 1.5139 | 44.4% |
| Other Direct Cost | 1,799 | 0.2849 | \$ 7,800 | 0.3809 | 11.2% |
| Contractor's Net Operating Costs | 22,574 | 3.5749 | \$ 69,800 | 3.4088 | 100.0% |
| Contractors Net Profit or Loss | \$ 1,263 | 0.2000 | \$ 24 | 0.0012 | 0.0% |

FSMC BID SUBMISSION FORMAT

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

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

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

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

VIII. Section 8: Promotions (See schedule A)

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

SFA Claim Profile

Hastings-On-Hudson UFSD - 660404030000

Alan Levin
914-478-6236
27 Farragut Ave
Hastings On Hudson, NY 10706-2395

Milk - September 2018

[Previous](#) [Next](#)

| SFA/Recipient | | | Eligibles | | Counts | | | | Additional Information | | | |
|----------------------------|--------------|------------|-----------|---------|--------|---------|------|-------|------------------------|---------|--------|----------|
| Name | LEA Code | Enrollment | Free | Reduced | Free | Reduced | Paid | Total | DOS | ADP | Status | Comments |
| Hastings-On-Hudson UFSD | 660404030000 | 0 | 16 | 0 | 0 | 0 | 2085 | 2085 | 16 | 130.313 | Submit | |
| Hillside Elementary School | 660404030001 | | 16 | | 0 | | 1609 | 1609 | 16 | 100.563 | Submit | |
| Farragut Middle School | 660404030002 | | 0 | | 0 | | 476 | 476 | 16 | 29.75 | Submit | |

SFA Claim Profile

Hastings-On-Hudson UFSD - 660404030000

Alan Levin
914-478-6236
27 Farragut Ave
Hastings On Hudson, NY 10706-2395

Milk - September 2018

[Previous](#) [Next](#)

| SFA/Recipient | | | Eligibles | | Counts | | | | Additional Information | | | |
|----------------------------|--------------|------------|-----------|---------|--------|---------|------|-------|------------------------|---------|--------|----------|
| Name | LEA Code | Enrollment | Free | Reduced | Free | Reduced | Paid | Total | DOS | ADP | Status | Comments |
| Hastings-On-Hudson UFSD | 660404030000 | 0 | 16 | 0 | 0 | 0 | 2085 | 2085 | 16 | 130.313 | Submit | |
| Hillside Elementary School | 660404030001 | | 16 | | 0 | | 1609 | 1609 | 16 | 100.563 | Submit | |
| Farragut Middle School | 660404030002 | | 0 | | 0 | | 476 | 476 | 16 | 29.75 | Submit | |

SFA Claim Profile

Hastings-On-Hudson UFSD - 660404030000

Alan Levin
914-478-6236
27 Farragut Ave
Hastings On Hudson, NY 10706-2395

Milk - October 2018

[Previous](#) [Next](#)

| SFA/Recipient | | | Eligibles | | Counts | | | | Additional Information | | | |
|----------------------------|--------------|------------|-----------|---------|--------|---------|------|-------|------------------------|---------|--------|----------|
| Name | LEA Code | Enrollment | Free | Reduced | Free | Reduced | Paid | Total | DOS | ADP | Status | Comments |
| Hastings-On-Hudson UFSD | 660404030000 | 0 | 0 | 0 | 0 | 0 | 3386 | 3386 | 22 | 153.909 | Submit | |
| Hillside Elementary School | 660404030001 | | 0 | | 0 | | 2626 | 2626 | 22 | 119.364 | Submit | |
| Farragut Middle School | 660404030002 | | 0 | | 0 | | 760 | 760 | 22 | 34.545 | Submit | |

SFA Claim Profile

Hastings-On-Hudson UFSD - 660404030000

Alan Levin
914-478-6236
27 Farragut Ave
Hastings On Hudson, NY 10706-2395

Milk - November 2018

[Previous](#) [Next](#)

| SFA/Recipient | | | Eligibles | | Counts | | | | Additional Information | | | |
|----------------------------|--------------|------------|-----------|---------|--------|---------|------|-------|------------------------|---------|--------|----------|
| Name | LEA Code | Enrollment | Free | Reduced | Free | Reduced | Paid | Total | DOS | ADP | Status | Comments |
| Hastings-On-Hudson UFSD | 660404030000 | 0 | 0 | 0 | 0 | 0 | 2292 | 2292 | 17 | 156.416 | Submit | |
| Hillside Elementary School | 660404030001 | | 0 | | 0 | | 1713 | 1713 | 14 | 122.357 | Submit | |
| Farragut Middle School | 660404030002 | | 0 | | 0 | | 579 | 579 | 17 | 34.059 | Submit | |

Hastings-On-Hudson UFSD - 660404030000**Milk - December 2018**

| SFA/Recipient | | | Eligibles | | Counts | | | | Additional Information | | | |
|----------------------------------|--------------|------------|-----------|---------|--------|---------|------|-------|------------------------|---------|--------|----------|
| Name | LEA Code | Enrollment | Free | Reduced | Free | Reduced | Paid | Total | DOS | ADP | Status | Comments |
| Hastings-On-Hudson UFSD | 660404030000 | 0 | 0 | 0 | 0 | 0 | 2462 | 2462 | 15 | 164.133 | Submit | |
| Hillside Elementary School | 660404030001 | | 0 | | 0 | | 1817 | 1817 | 15 | 121.133 | Submit | |
| Farragut Middle School | 660404030002 | | 0 | | 0 | | 645 | 645 | 15 | 43 | Submit | |

SFA Claim Profile

Hastings-On-Hudson UFSD - 660404030000

Alan Levin
914-478-6236
27 Farragut Ave
Hastings On Hudson, NY 10706-2395

Milk - January 2019

[Previous](#) [Next](#)

| SFA/Recipient | | | Eligibles | | Counts | | | | Additional Information | | | |
|----------------------------|--------------|------------|-----------|---------|--------|---------|------|-------|------------------------|--------|--------|----------|
| Name | LEA Code | Enrollment | Free | Reduced | Free | Reduced | Paid | Total | DOS | ADP | Status | Comments |
| Hastings-On-Hudson UFSD | 660404030000 | 0 | 0 | 0 | 0 | 0 | 3147 | 3147 | 20 | 157.35 | Submit | |
| Hillside Elementary School | 660404030001 | | 0 | | 0 | | 2353 | 2353 | 20 | 117.65 | Submit | |
| Farragut Middle School | 660404030002 | | 0 | | 0 | | 794 | 794 | 20 | 39.7 | Submit | |



Child Nutrition Management System

[PROGRAM ▾](#)[CLAIMS ▾](#)[REPORTS ▾](#)[ADMIN ▾](#)[Holds](#)[Outstanding Claims](#)

Payment History

Total payments: \$462

Transaction Total: \$462

| Entry Date | Invoice Description | Month/Year | Transaction Amount | Payment Amount | Balance | Status |
|--------------------------|---------------------|-------------|--------------------|----------------|---------|--------|
| 02/28/19 | Federal Milk | Feb 2018-19 | 333 | 333 | 0 | Paid |
| 02/28/19 | Federal Milk | Feb 2018-19 | 129 | 129 | 0 | Paid |

Records 1 to 2 of 2

[ReQuery](#)[Query](#)



Child Nutrition Management System

PROGRAM ▾

CLAIMS ▾

REPORTS ▾

ADMIN ▾

Payment History

Total payments: \$562
Transaction Total: \$562

| Entry Date | Invoice Description | Month/Year | Transaction Amount | Payment Amount | Balance | Status |
|--------------------------|---------------------|-------------|--------------------|----------------|---------|--------|
| 03/29/19 | Federal Milk | Mar 2018-19 | 442 | 442 | 0 | Paid |
| 03/29/19 | Federal Milk | Mar 2018-19 | 120 | 120 | 0 | Paid |

Records 1 to 2 of 2

ReQuery

Query

Hastings-on-Hudson U.F.S.D.

2019-2020 School Year Calendar

| August 2019 | | | | | | |
|-------------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

| September 2019 | | | | | | |
|----------------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | | | | | |

| October 2019 | | | | | | |
|--------------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

| November 2019 | | | | | | |
|---------------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

| December 2019 | | | | | | |
|---------------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

| January 2020 | | | | | | |
|--------------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

SCHOOL IS CLOSED ON DAYS BOXED
 *STAFF ATTENDANCE REQUIRED
 EARLY RELEASE / ½ DAY DISMISSALS:
 ⇒ Hillside – Grades K – 4: 11:55 am
 ⇒ FMS / HHS: 11:45 am

| AUGUST | |
|------------|---------------------------------------|
| 28 - 29 | Superintendent's Conference Days* |
| 29 | Freshman Orientation |
| 30 | Labor Day Holiday Weekend |
| SEPTEMBER | |
| 2 | Labor Day Holiday |
| 3 | Schools Open |
| 30 | Rosh Hashanah |
| OCTOBER | |
| 1 | Rosh Hashanah |
| 9 | Yom Kippur |
| 14 | Columbus Day |
| NOVEMBER | |
| 5, 12 | ½ Day for Students; PM: P/T Conf. |
| 11 | Veterans Day |
| 27 | Early Dismissal Drill – District-Wide |
| 28 - 29 | Thanksgiving Recess |
| DECEMBER | |
| 23 - 31 | Winter Recess |
| JANUARY | |
| 1 - 3 | New Year's Day/Winter Recess |
| 6 | Schools Re-Open |
| 20 | Martin Luther King, Jr., Day |
| 21 - 24 | NYS Regents Exams |
| FEBRUARY | |
| 17 - 21 | Mid-Winter Recess |
| MARCH | |
| 18 | Superintendent's Conference Day* |
| 25 - 31 | Grades 3 – 8 NYS ELA Exams |
| APRIL | |
| 6 - 13 | Spring Recess |
| 21 - 27 | Grades 3 – 8 NYS Math Exams |
| MAY | |
| 18 - 29 | Grades 4 & 8 NYS Science Exams |
| 25 | Memorial Day Holiday |
| JUNE | |
| 1 | Grades 4 & 8 Science Written Exam |
| 2, 17 - 25 | NYS Regents Exams |
| 24 - 25 | ½ Day for Students |
| 25 | High School Graduation – 6:00 p.m. |
| 25 | Last Day of School [for all students] |
| 26 | Regents Rating Day |
| 26 | Superintendent's Conference Day* |

NOTE: If there are more than five (5) snow days, the following days will be school days:

- One Additional day – April 13
- Two Additional days – April 6, 13
- Three Additional days – April 6, 13

| February 2020 | | | | | | |
|---------------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |

| March 2020 | | | | | | |
|------------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

| April 2020 | | | | | | |
|------------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | | |

| May 2020 | | | | | | |
|----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

| June 2020 | | | | | | |
|-----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | | | | |

| July 2020 | | | | | | |
|-----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

TOTAL DAYS: 186 (Teachers)
 TOTAL DAYS: 182 (Students)

/fhg
 Revised: 02-15-19

REVISED & ADOPTED by Board of Education on February 25, 2019

Exhibit C - School Food Service Programs Balance Sheet 2016-2017 Claim Year - Page 59
660404 - HASTINGS-ON-HUDSON U Official - as of 02/28/2019 09:05 AM

| | Account | DP Code 55 | Amount |
|--|---------|---------------|---------|
| ASSETS | | | |
| Unrestricted Cash | | | |
| Cash | C200 | 1 | 209,601 |
| Cash in Time Deposits | C201 | 2 | |
| Petty Cash | C210 | 3 | |
| Total Unrestricted Cash | CT021 | 4 | 209,601 |
| Other Assets | | | |
| Accounts Receivable | C380 | 5 | 6,150 |
| Due From Other Funds | C391 | 6 | 824 |
| Due From State and Federal | C410 | 7 | |
| Inventory of Materials and Supplies (Optional) | C445 | 8 | 4,095 |
| Surplus Food Inventory | C446 | 9 | |
| Purchased Food Inventory | C446 | 10 | |
| Other (Specify) <input type="text"/> | C489 | 11 | |
| Total Other Assets | CT048 | 12 | 11,069 |
| TOTAL ASSETS | CT049 | 13 | 220,670 |
| LIABILITIES | | | |
| Accounts Payable | C600 | 14 | 123,368 |
| Accrued Liabilities | C601 | 15 | |
| Due to Other Funds | C630 | 16 | |
| Due to Other Governments | C631 | 17 | 8,974 |
| Due to Employees' Retirement System | C637 | 18 | |
| Compensated Absences | C687 | 19 | |
| Other (Specify) <input type="text"/> | C689 | 20 | 16,995 |
| TOTAL LIABILITIES | CT065 | 21 | 149,337 |
| FUND BALANCE(SCHOOL LUNCH) | | | |
| Nonspendable | | | |
| Not in Spendable Form | C806 | 22 | 4,096 |
| Total Nonspendable Fund Balance | CT080 | 23 | 4,096 |
| Restricted | | | |
| Other Restricted Fund Balance | C899 | 24 | 21,294 |
| Total Restricted Fund Balance | CT092 | 25 | 21,294 |
| Assigned | | | |
| Assigned Appropriated Fund Balance | C914 | 26 | 45,943 |
| Assigned Unappropriated Fund Balance (Includes Encumbrances which are NOT reported in Restricted Fund | C915 | 27 | |

| | | | |
|---|-------|----|---------|
| Balance) | | | |
| Total Assigned Fund Balance | CT094 | 28 | 45,943 |
| Unassigned | | | |
| Unassigned Fund Balance (ENTRY MUST BE NEGATIVE OR 0) | C917 | 29 | |
| Total Unassigned Fund Balance | CT096 | 30 | 0 |
| TOTAL FUND BALANCE | CT095 | 31 | 71,333 |
| TOTAL LIABILITIES AND FUND BALANCE | CT098 | 32 | 220,670 |

Statement C1 - School Food Service Programs Analysis of Fund Balance 2016-2017 Claim Year - Page 60
660404 - HASTINGS-ON-HUDSON U Official - as of 02/28/2019 09:05 AM

| | Account | DP Code 57 | Amount |
|---|----------|---------------|---------|
| Fund Balance or (Deficit) July 1, 2015 | C8021 | 1 | 70,530 |
| Prior Period Adjustments (Specify) | | | |
| Additions: | | | |
| | C8012 | 2 | |
| | C8012 | 3 | |
| Deductions: | | | |
| | C8015 | 4 | |
| | C8015 | 5 | |
| Add: Revenues and Interfund Transfers (From Schedule C2) | CT5599 | 6 | 423,358 |
| Less: Expenditures and Interfund Transfers (From Schedule C3) | CT9999.0 | 7 | 422,557 |
| Rounding Adjustment (Plus or (Minus)) | C8026 | 8 | 2 |
| Fund Balance or (Deficit) June 30, 2016 | C8029 | 9 | 71,333 |

Schedule C2 - School Food Service Programs Revenues 2016-2017 Claim Year - Page 61
660404 - HASTINGS-ON-HUDSON U Official - as of 02/28/2019 09:05 AM

| | Account | DP Code 58 | Amount |
|--|---------------|---------------|----------------|
| REVENUES | | | |
| Sale of Reimbursable Meals (Total) | C1440 | 1 | 415,388 |
| Other Cafeteria Sales | C1445 | 2 | |
| Interest and Earnings | C2401 | 3 | 80 |
| Sale of Equipment | C2665 | 4 | |
| Compensation for Loss | C2690 | 5 | |
| Reimbursement of Medicare Part D Expenditures | C2700 | 6 | |
| Refunds of Prior Years Expenditures | C2701 | 7 | |
| Gifts and Donations | C2705 | 8 | |
| Misc. Revenues from Local Sources (Specify) | | | |
| | C2770 | 9 | |
| State Reimbursement | C3190 | 10 | |
| Federal Reimbursement (Excl Surplus Food) | C4190 | 11 | |
| Federal Reimbursement - Surplus Food Only | C4190 | 12 | 7,890 |
| Summer Food Service Program for Children | C4192 | 13 | |
| Transfer from General Fund | C5031 | 14 | |
| TOTAL SCHOOL FOOD SERVICE PROGRAMS REVENUES AND INTERFUND TRANSFERS | CT5599 | 15 | 423,358 |

Schedule C3 - School Food Service Programs Expenditures
660404 - HASTINGS-ON-HUDSON U

2016-2017 Claim Year - Page 62
Official - as of 02/28/2019 09:05 AM

| | Account | DP Code 59 | Amount |
|---|-----------|---------------|---------|
| EXPENDITURES | | | |
| Salaries | C2860.16 | 1 | |
| Equipment | C2860.2 | 2 | 8,529 |
| Management Company Admin Service Fee | C2860.401 | 3 | 414,028 |
| Net Management Company Direct Expenses | C2860.402 | 4 | |
| All Other Contractual | C2860.409 | 5 | |
| Net Cost of Food Used | C2860.41 | 6 | |
| Materials and Supplies | C2860.45 | 7 | |
| BOCES Services | C2860.49 | 8 | |
| Other (Specify) <input type="text"/> | C2860.4 | 9 | |
| State Retirement | C9010.8 | 10 | |
| Teachers' Retirement | C9020.8 | 11 | |
| Social Security | C9030.8 | 12 | |
| Workers' Compensation | C9040.8 | 13 | |
| Life Insurance | C9045.8 | 14 | |
| Unemployment Insurance | C9050.8 | 15 | |
| Disability Insurance | C9055.8 | 16 | |
| Hospital, Medical, and Dental Insurance | C9060.8 | 17 | |
| Interfund Transfers | C9901.9 | 18 | |
| TOTAL SCHOOL FOOD SERVICE PROGRAMS | CT9999.0 | 19 | 422,557 |
| EXPENDITURES AND INTERFUND TRANSFERS | | | |

Exhibit C - School Food Service Programs Balance Sheet 2018-2019 Claim Year - Page 59
660404 - HASTINGS-ON-HUDSON U Official - as of 02/28/2019 09:09 AM

| | Account | DP Code 55 | Amount |
|--|---------|---------------|---------|
| ASSETS | | | |
| Unrestricted Cash | | | |
| Cash | C200 | 1 | 149,782 |
| Cash in Time Deposits | C201 | 2 | |
| Petty Cash | C210 | 3 | |
| Total Unrestricted Cash | CT021 | 4 | 149,782 |
| Other Assets | | | |
| Accounts Receivable | C380 | 5 | 10,075 |
| Due From Other Funds | C391 | 6 | 824 |
| Due From State and Federal | C410 | 7 | |
| Inventory of Materials and Supplies (Optional) | C445 | 8 | 1,422 |
| Surplus Food Inventory | C446 | 9 | |
| Purchased Food Inventory | C446 | 10 | |
| Other (Specify) <input type="text"/> | C489 | 11 | |
| Total Other Assets | CT048 | 12 | 12,321 |
| TOTAL ASSETS | CT049 | 13 | 162,103 |
| LIABILITIES | | | |
| Accounts Payable | C600 | 14 | 68,414 |
| Accrued Liabilities | C601 | 15 | |
| Due to Other Funds | C630 | 16 | |
| Due to Other Governments | C631 | 17 | 9,431 |
| Due to Employees' Retirement System | C637 | 18 | |
| Compensated Absences | C687 | 19 | |
| Other (Specify) <input type="text"/> DEFERRED REVENUE | C689 | 20 | 21,312 |
| TOTAL LIABILITIES | CT065 | 21 | 99,157 |
| FUND BALANCE(SCHOOL LUNCH) | | | |
| Nonspendable | | | |
| Not in Spendable Form | C806 | 22 | 1,423 |
| Total Nonspendable Fund Balance | CT080 | 23 | 1,423 |
| Restricted | | | |
| Other Restricted Fund Balance | C899 | 24 | |
| Total Restricted Fund Balance | CT092 | 25 | 0 |
| Assigned | | | |
| Assigned Appropriated Fund Balance | C914 | 26 | 61,523 |
| Assigned Unappropriated Fund Balance (Includes Encumbrances which are NOT reported in Restricted Fund | C915 | 27 | |

| | | | |
|---|-------|----|---------|
| Balance) | | | |
| Total Assigned Fund Balance | CT094 | 28 | 61,523 |
| Unassigned | | | |
| Unassigned Fund Balance (ENTRY MUST BE NEGATIVE OR 0) | C917 | 29 | |
| Total Unassigned Fund Balance | CT096 | 30 | 0 |
| TOTAL FUND BALANCE | CT095 | 31 | 62,946 |
| TOTAL LIABILITIES AND FUND BALANCE | CT098 | 32 | 162,103 |

Statement C1 - School Food Service Programs Analysis of Fund Balance 2018-2019 Claim Year - Page 60
660404 - HASTINGS-ON-HUDSON U Official - as of 02/28/2019 09:09 AM

| | Account | DP Code 57 | Amount |
|---|----------|---------------|---------|
| Fund Balance or (Deficit) July 1, 2017 | C8021 | 1 | 45,914 |
| Prior Period Adjustments (Specify) | | | |
| Additions: | | | |
| | C8012 | 2 | |
| | C8012 | 3 | |
| Deductions: | | | |
| | C8015 | 4 | |
| | C8015 | 5 | |
| Add: Revenues and Interfund Transfers (From Schedule C2) | CT5599 | 6 | 514,563 |
| Less: Expenditures and Interfund Transfers (From Schedule C3) | CT9999.0 | 7 | 497,531 |
| Rounding Adjustment (Plus or (Minus)) | C8026 | 8 | 0 |
| Fund Balance or (Deficit) June 30, 2018 | C8029 | 9 | 62,946 |

Schedule C2 - School Food Service Programs Revenues 2018-2019 Claim Year - Page 61
660404 - HASTINGS-ON-HUDSON U Official - as of 02/28/2019 09:09 AM

| | Account | | 2016-17 School Year SED File (Prior) | 2017-18 School Year DP Code 58 (Actual) |
|---|---------|----|---|--|
| REVENUES | | | | |
| Sale of Reimbursable Meals (Total) | C1440 | 1 | 436,606 | 504,470 |
| Other Cafeteria Sales | C1445 | 2 | | |
| Interest and Earnings | C2401 | 3 | 90 | 148 |
| Sale of Equipment | C2665 | 4 | | |
| Compensation for Loss | C2690 | 5 | | |
| Reimbursement of Medicare Part D Expenditures | C2700 | 6 | | |
| Refunds of Prior Years Expenditures | C2701 | 7 | | 4,809 |
| Gifts and Donations | C2705 | 8 | | |
| Misc. Revenues from Local Sources (Specify) | C2770 | 9 | | |
| | | | | |
| State Reimbursement | C3190 | 10 | | |
| Federal Reimbursement (Excl Surplus Food) | C4190 | 11 | | |
| Federal Reimbursement - Surplus Food Only | C4190 | 12 | 6,975 | 5,136 |
| Summer Food Service Program for Children | C4192 | 13 | | |
| Transfer from General Fund | C5031 | 14 | | |
| TOTAL SCHOOL FOOD SERVICE PROGRAMS | CT5599 | 15 | 443,671 | 514,563 |
| REVENUES AND INTERFUND TRANSFERS | | | | |

Schedule C3 - School Food Service Programs Expenditures
660404 - HASTINGS-ON-HUDSON U

2018-2019 Claim Year - Page 62
Official - as of 02/28/2019 09:09 AM

| Account | | | 2016-17 School Year SED File (Prior) | 2017-18 School Year DP Code 59 (Actual) |
|---|-----------|----|---|--|
| EXPENDITURES | | | | |
| Salaries | C2860.16 | 1 | | |
| Equipment | C2860.2 | 2 | 28,715 | |
| Management Company Admin Service Fee | C2860.401 | 3 | 440,375 | 497,531 |
| Net Management Company Direct Expenses | C2860.402 | 4 | | |
| All Other Contractual | C2860.409 | 5 | | |
| Net Cost of Food Used | C2860.41 | 6 | | |
| Materials and Supplies | C2860.45 | 7 | | |
| BOCES Services | C2860.49 | 8 | | |
| Other (Specify) <input type="text"/> | C2860.4 | 9 | | |
| State Retirement | C9010.8 | 10 | | |
| Teachers' Retirement | C9020.8 | 11 | | |
| Social Security | C9030.8 | 12 | | |
| Workers' Compensation | C9040.8 | 13 | | |
| Life Insurance | C9045.8 | 14 | | |
| Unemployment Insurance | C9050.8 | 15 | | |
| Disability Insurance | C9055.8 | 16 | | |
| Hospital, Medical, and Dental Insurance | C9060.8 | 17 | | |
| Interfund Transfers | C9901.9 | 18 | | |
| TOTAL SCHOOL FOOD SERVICE PROGRAMS | | | | |
| EXPENDITURES AND INTERFUND | CT9999.0 | 19 | 469,090 | 497,531 |
| TRANSFERS | | | | |

Exhibit C - School Food Service Programs Balance Sheet 2017-2018 Claim Year - Page 59
660404 - HASTINGS-ON-HUDSON U Official - as of 02/28/2019 09:08 AM

| | Account | DP Code 55 | Amount |
|--|---------|---------------|---------|
| ASSETS | | | |
| Unrestricted Cash | | | |
| Cash | C200 | 1 | 122,459 |
| Cash in Time Deposits | C201 | 2 | |
| Petty Cash | C210 | 3 | |
| Total Unrestricted Cash | CT021 | 4 | 122,459 |
| Other Assets | | | |
| Accounts Receivable | C380 | 5 | 6,865 |
| Due From Other Funds | C391 | 6 | 824 |
| Due From State and Federal | C410 | 7 | |
| Inventory of Materials and Supplies (Optional) | C445 | 8 | 7,392 |
| Surplus Food Inventory | C446 | 9 | |
| Purchased Food Inventory | C446 | 10 | |
| Other (Specify) <input type="text"/> | C489 | 11 | |
| Total Other Assets | CT048 | 12 | 15,081 |
| TOTAL ASSETS | CT049 | 13 | 137,540 |
| LIABILITIES | | | |
| Accounts Payable | C600 | 14 | 62,561 |
| Accrued Liabilities | C601 | 15 | |
| Due to Other Funds | C630 | 16 | |
| Due to Other Governments | C631 | 17 | 9,154 |
| Due to Employees' Retirement System | C637 | 18 | |
| Compensated Absences | C687 | 19 | |
| Other (Specify) <input type="text"/> DEFERRED REVENUES | C689 | 20 | 19,911 |
| TOTAL LIABILITIES | CT065 | 21 | 91,626 |
| FUND BALANCE(SCHOOL LUNCH) | | | |
| Nonspendable | | | |
| Not in Spendable Form | C806 | 22 | 7,393 |
| Total Nonspendable Fund Balance | CT080 | 23 | 7,393 |
| Restricted | | | |
| Other Restricted Fund Balance | C899 | 24 | |
| Total Restricted Fund Balance | CT092 | 25 | 0 |
| Assigned | | | |
| Assigned Appropriated Fund Balance | C914 | 26 | 38,521 |
| Assigned Unappropriated Fund Balance (Includes Encumbrances which are NOT reported in Restricted Fund | C915 | 27 | |

| | | | |
|---|-------|----|---------|
| Balance) | | | |
| Total Assigned Fund Balance | CT094 | 28 | 38,521 |
| Unassigned | | | |
| Unassigned Fund Balance (ENTRY MUST BE NEGATIVE OR 0) | C917 | 29 | |
| Total Unassigned Fund Balance | CT096 | 30 | 0 |
| TOTAL FUND BALANCE | CT095 | 31 | 45,914 |
| TOTAL LIABILITIES AND FUND BALANCE | CT098 | 32 | 137,540 |

Statement C1 - School Food Service Programs Analysis of Fund Balance 2017-2018 Claim Year - Page 60
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| | Account | DP Code 57 | Amount |
|---|----------|---------------|---------|
| Fund Balance or (Deficit) July 1, 2016 | C8021 | 1 | 71,333 |
| Prior Period Adjustments (Specify) | | | |
| Additions: | | | |
| | C8012 | 2 | |
| | C8012 | 3 | |
| Deductions: | | | |
| | C8015 | 4 | |
| | C8015 | 5 | |
| Add: Revenues and Interfund Transfers (From Schedule C2) | CT5599 | 6 | 443,671 |
| Less: Expenditures and Interfund Transfers (From Schedule C3) | CT9999.0 | 7 | 469,090 |
| Rounding Adjustment (Plus or (Minus)) | C8026 | 8 | 0 |
| Fund Balance or (Deficit) June 30, 2017 | C8029 | 9 | 45,914 |

Schedule C2 - School Food Service Programs Revenues **2017-2018 Claim Year - Page 61**
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| | Account | DP Code 58 | Amount |
|--|---------------|---------------|----------------|
| REVENUES | | | |
| Sale of Reimbursable Meals (Total) | C1440 | 1 | 436,606 |
| Other Cafeteria Sales | C1445 | 2 | |
| Interest and Earnings | C2401 | 3 | 90 |
| Sale of Equipment | C2665 | 4 | |
| Compensation for Loss | C2690 | 5 | |
| Reimbursement of Medicare Part D Expends | C2700 | 6 | |
| Refunds of Prior Years Expenditures | C2701 | 7 | |
| Gifts and Donations | C2705 | 8 | |
| Misc. Revenues from Local Sources (Specify) | | | |
| | C2770 | 9 | |
| State Reimbursement | C3190 | 10 | |
| Federal Reimbursement (Excl Surplus Food) | C4190 | 11 | |
| Federal Reimbursement - Surplus Food Only | C4190 | 12 | 6,975 |
| Summer Food Service Program for Children | C4192 | 13 | |
| Transfer from General Fund | C5031 | 14 | |
| TOTAL SCHOOL FOOD SERVICE PROGRAMS REVENUES AND INTERFUND TRANSFERS | CT5599 | 15 | 443,671 |

Schedule C3 - School Food Service Programs Expenditures **2017-2018 Claim Year - Page 62**
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| | Account | DP Code 59 | Amount |
|---|-----------|---------------|---------|
| EXPENDITURES | | | |
| Salaries | C2860.16 | 1 | |
| Equipment | C2860.2 | 2 | 28,715 |
| Management Company Admin Service Fee | C2860.401 | 3 | 440,375 |
| Net Management Company Direct Expenses | C2860.402 | 4 | |
| All Other Contractual | C2860.409 | 5 | |
| Net Cost of Food Used | C2860.41 | 6 | |
| Materials and Supplies | C2860.45 | 7 | |
| BOCES Services | C2860.49 | 8 | |
| Other (Specify) <input type="text"/> | C2860.4 | 9 | |
| State Retirement | C9010.8 | 10 | |
| Teachers' Retirement | C9020.8 | 11 | |
| Social Security | C9030.8 | 12 | |
| Workers' Compensation | C9040.8 | 13 | |
| Life Insurance | C9045.8 | 14 | |
| Unemployment Insurance | C9050.8 | 15 | |
| Disability Insurance | C9055.8 | 16 | |
| Hospital, Medical, and Dental Insurance | C9060.8 | 17 | |
| Interfund Transfers | C9901.9 | 18 | |
| TOTAL SCHOOL FOOD SERVICE PROGRAMS | CT9999.0 | 19 | 469,090 |
| EXPENDITURES AND INTERFUND TRANSFERS | | | |

PERTINENT INFORMATION ON BUILDINGS AND PROGRAMS HASTINGS-ON-HUDSON UNION FREE SCHOOL DISTRICT

I. Additional Service Information and Requirements

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

The Hastings-on-Hudson Union Free School District takes pride in offering students high-quality breakfast and lunch a la carte child nutrition program.

The current Child Nutrition Program operates in 2 buildings within the District including 1 High School/Middle School and 1 Elementary School. The Hillside Elementary School only provides bagged lunches to the students averaging 15 per day.

The HS/MS within the Hastings-on-Hudson Union Free School District offers a wide variety in their a la carte program.

There is construction planned for the Hillside Elementary School in the 2020-21 School Year. Upon completion, this may allow for a more varied menu to include a meal offering, a la carte items as well as pre-made salads and sandwiches. Prices are to be determined by the SFA.

The FSMC must coordinate the delivery of food and supplies so that only the FSMC staff receive and unload the products. The SFA custodial or any SFA staff members are not allowed to assist in unloading or stocking any of the FSMC food, paper or chemical products.

APPENDIX A

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

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

Allowable Direct Costs are those costs that are incurred solely for the SFAs on-site operation, net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract; to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority. All Corporate expenses such as: District Manager salary, travel and associated expenses, corporate summer meetings and alike are NOT allowed. The SFA shall determine allowable expenses. The FSMC shall communicate all expenses for approval PRIOR to billing the SFA.

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.

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. 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. An IFB is a formal method of procurement that uses sealed bidding and results in a fixed price contract with or without adjustment factors. 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 clean up of meals.

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 and other costs as contractually obligated herein.

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

1. Travel as required:
 - Travel of the manager from one building to another in the district.
 - Travel to State sponsored meetings.
2. 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.

Note: *Allowable direct cost of operations is defined as labor, food and miscellaneous expenses. The FSMC Contractor under the Administrative Service Fee will assume all program expenses not otherwise defined in the contract.*

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 - FOOD SERVICE 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.

9. **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.
5. Where applicable, all contracts awarded by grantees and subgrantees in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5). Under Section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of standard workday of 8 hours and a standard workweek of 40 hours. Work in excess of the standard workday or workweek is permissible provided that the worker is compensated at a rate of not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. 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.
6. All contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees shall contain a provision requiring compliance 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).
7. Contracts, subcontracts, and subgrants of amounts in excess of \$100,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (EPA) (40 CFR, Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The provision shall require reporting of violations to the grantor agency and to the EPA Assistant Administrator for Enforcement (EN-329).
8. **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 funds, assets or property acquired under the NSLA or CNA.
9. **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).

10. **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.
11. **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.
12. **DEBARMENT, SUSPENSION – FORM 7** Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Debarment or suspension of a participant in a program by one agency shall have government wide effect. This form must be submitted if Debarment Option A is not submitted. Refer to NYSED April 2009 memo for additional information.
13. **DISCLOSURE OF LOBBYING ACTIVITIES - FORM 7A** 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).
14. **WATER** – Plain potable water must be available to students free of charge in the place where lunch meals are served.
15. **NON-PROGRAM FOODS** – SFA must ensure that the overall revenue from non-program foods 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.
16. **OUTREACH OVERVIEW** – SFA are required to promote the availability of the breakfast program, if applicable.

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)

Date

*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.

All food, labor and miscellaneous costs must be substantiated with inventories and purchase invoices, labor summary records and miscellaneous cost invoices. Only allowable costs will be reimbursed. All discounts, rebates and allowances must be credited from the monthly costs submitted.