

**NOTICE TO BIDDERS**  
**Elmsford UFSD**

**2024-2025 Food Service Management Program Operations**

The Board of Education of the Elmsford Union Free School District hereby invites the submission of sealed proposals for the following:

2024-2025 Food Service Management Program Operations

Proposals will be received until 10:00 am on Wednesday, May 29th, 2024 at the Business Office of the Elmsford Union Free School District, located at 98 South Goodwin Ave, Elmsford, New York, 10523. All bids will be publicly opened and read at said time and place.

Specifications may be obtained from the Business Office, from the District's website, [www.eufsd.org](http://www.eufsd.org), or at [www.bidnetdirect.com/new-york](http://www.bidnetdirect.com/new-york) beginning Wednesday, May 1st, 2024. All bid addenda will be emailed, and posted to [www.bidnetdirect.com/new-york](http://www.bidnetdirect.com/new-york).

A pre-bid conference is scheduled for 9:00 am on Monday, May 13th, 2024. Bidders will meet at the main entrance of Alexander Hamilton High School, address above. Questions from bidders will only be accepted through Tuesday, May 14th, 2024 with final responses from the SFA issued by Thursday, May 16th, 2024.

Bids shall be submitted in sealed envelopes bearing the name and address of the bidder on the outside addressed to: Assistant Superintendent for Finance & Operations, Elmsford Union Free School District and clearly marked on the outside with the bid opening date and "2024-2025 Food Service Management Program Operations". The Elmsford UFSD is not responsible for bids opened prior to the bid opening if the bid name and date of bid opening do not appear on the envelope. Bids opened prior to the date and time indicated are invalid.

The Board of Education reserves the right to waive any informality in the bids or to reject any and all bids, to re-advertise if deemed necessary and/or to accept the proposal which in the judgment of the Board of Education appears to be in the best interest of the School District.

The bidder assumes the risk of any delay in the mail, or in the handling of the mail by employees of the Elmsford UFSD as well as improper hand delivery.

Date:

Ms. Linda J Carlin

Assistant Superintendent of Finance & Operations

<p>Date Received SED Use Only</p>	<p>The University of the State of New York NEW YORK STATE EDUCATION DEPARTMENT Child Nutrition Programs Administration 89 Washington Avenue, Room 375 EBA Albany, NY 12234 Telephone: (518) 473-8781 Fax: (518) 473-0018 Web Address: <a href="http://www.cn.nysed.gov">www.cn.nysed.gov</a></p>	<p>Docutrax Stamp Here SED Use Only</p>
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## TYPE II 2024-2025 Food Service Management Company Contract

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

School Food Authority: \_\_\_\_\_ LEA Code: \_\_\_\_\_

**Program(s) – Please check all that apply:**

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

**SFA Contract Manager Information:**

SFA Contract Manager: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

**Food Service Management Company Information:**

Food Service Management Company: \_\_\_\_\_

Bid Price: \$ \_\_\_\_\_

## Table of Contents

TABLE OF CONTENTS .....	2
TYPE II 2024-2025 FOOD SERVICE MANAGEMENT COMPANY CONTRACT CHECKLIST.....	4
FORM #1 – 2024-2025 SFA AMENDMENTS TO NYSED PROTOTYPE CONTRACT .....	5
2024-2025 AMENDMENTS TO NYSED PROTOTYPE CONTRACT CONTINUATION SHEET(S).....	6
FORM #2 – COVER PAGE.....	8
FORM #3 – BID SUMMARY FORM .....	9
FORM #4 – BOARD MINUTES FORM.....	10
FORM #5 – NOTARIZED AFFIDAVIT OF PUBLICATION FORM .....	11
FORM #6 – DEBARMENT OPTION A (SFA FORM) .....	12
FORM #7 – DEBARMENT OPTION B.....	13
INSTRUCTIONS FOR FORM #7 .....	14
FORM #7A – CERTIFICATION REGARDING LOBBYING .....	15
INSTRUCTIONS FOR FORM #7A.....	16
FORM #7B – DISCLOSURE OF LOBBYING ACTIVITIES .....	17
FORM #8 – PREPARATION OF BID SPECIFICATIONS FORM .....	18
FORM #9 – CERTIFICATE OF INSURANCE FORM .....	19
FORM #10 – PERFORMANCE SECURITY .....	20
FORM #11 – SUMMER FOOD SERVICE PROGRAM.....	21
FORM #11A – SUMMER FOOD SERVICE PROGRAM .....	22
FORM #11B – SUMMER FOOD SERVICE PROGRAM CONTINUATION SHEET .....	23
SUMMER FOOD SERVICE PROGRAM QUALITY CONTROL PLAN .....	24
FORM #12 – AFTERSCHOOL SNACK PROGRAM.....	25
FORM #13 – CIVIL RIGHTS ASSURANCE .....	26
AGREEMENT SECTION .....	27
CORPORATE AFFIDAVIT .....	41
BIDDING REQUIREMENTS/ SPECIFICATIONS SECTION.....	42

<b>FINAL RULE NUTRITION STANDARDS IN THE NATIONAL SCHOOL LUNCH AND BREAKFAST PROGRAMS (SCHOOL YEAR 2024-2025)</b> .....	<b>48</b>
<b>IMPLEMENTATION TIMELINE</b> .....	<b>49</b>
<b>2024-2025 BID FORM (OPTION 1)</b> .....	<b>52</b>
<b>EXHIBIT #1: 2024-2025 ANNUAL FINANCIAL BUDGET PROJECTION</b> .....	<b>53</b>
<b>2023-2024 BID FORM (OPTION 2)</b> .....	<b>54</b>
<b>EXHIBIT #2A: 2024-2025 ANNUAL FINANCIAL BUDGET PROJECTION</b> .....	<b>55</b>
<b>EXHIBIT #2B: 2024-2025 ANNUAL FINANCIAL BUDGET PROJECTION</b> .....	<b>56</b>
<b>EXHIBIT #2C: 2024-2025 ANNUAL FINANCIAL BUDGET PROJECTION</b> .....	<b>57</b>
<b>SCHEDULE A</b> .....	<b>59</b>
<b>SCHEDULE B</b> .....	<b>60</b>
<b>SCHEDULE C</b> .....	<b>61</b>
<b>SCHEDULE D1</b> .....	<b>62</b>
<b>SCHEDULE D2</b> .....	<b>63</b>
<b>SCHEDULE E</b> .....	<b>64</b>
<b>SCHEDULE F</b> .....	<b>65</b>
<b>SCHEDULE G</b> .....	<b>66</b>
<b>SCHEDULE H</b> .....	<b>67</b>
<b>SCHEDULE I</b> .....	<b>68</b>
<b>APPENDIX A</b> .....	<b>69</b>
<b>APPENDIX B</b> .....	<b>71</b>
<b>NON-COLLUSIVE BIDDING CERTIFICATION FORM</b> .....	<b>75</b>



# **TYPE II 2024-2025 Food Service Management Company Contract Checklist**

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

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

### **REQUIRED FORMS**

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

### **AGREEMENT SECTION**

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

### **BID SPECIFICATION SECTION**

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

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

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

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

**Please put an “X” through non-applicable sections. Do not delete page(s) from the document.  
FORM #1 – 2024-2025 SFA Amendments to NYSED Prototype Contract**

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

Regulations require that any changes by the SFA to the 2024-2025 SED Type II Contract Prototype be approved by SED prior to executing the contract. Therefore, any changes by the SFA to the agreement section and/or the specifications section of the SED prototype contract must be specified below on this form referencing the applicable page number and section specifying the proposed amendment. E-mail this form with the entire attached Type II contract to [cn@nysed.gov](mailto:cn@nysed.gov) for review and approval 30 days prior to letting bids. Once the amendments are approved by SED, this page must be resubmitted with the executed contract signed by the Board President and the FSMC awarded the contract agreeing to the approved amendments.

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

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

**School Food Authority:** \_\_\_\_\_ **LEA Code:** \_\_\_\_\_

**SFA Amendments:**    **Submitted by:** \_\_\_\_\_    **Date:** \_\_\_\_\_    **Phone:** \_\_\_\_\_

1.	The contract is amended as follows (check one):	<input type="checkbox"/> Agreement Section	<input type="checkbox"/> Bidding Requirements/Specifications			
	<u>SFA proposed Amendment to this section:</u>	<b>Page #:</b>	<b>Section Name:</b>	<b>Section #:</b>		
2.	The contract is amended as follows (check one):	<input type="checkbox"/> Agreement Section	<input type="checkbox"/> Bidding Requirements/Specifications			
	<u>SFA proposed Amendment to this section:</u>	<b>Page #:</b>	<b>Section Name:</b>	<b>Section #:</b>		
3.	The contract is amended as follows (check one):	<input type="checkbox"/> Agreement Section	<input type="checkbox"/> Bidding Requirements/Specifications			
	<u>SFA proposed Amendment to this section:</u>	<b>Page #:</b>	<b>Section Name:</b>	<b>Section #:</b>		

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

## 2024-2025 Amendments to NYSED Prototype Contract Continuation Sheet(s)

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

School Food Authority: \_\_\_\_\_ LEA Code: \_\_\_\_\_

4.	The contract is amended as follows (check one):	<input type="checkbox"/> Agreement Section	<input type="checkbox"/> Bidding Requirements/Specifications
	SFA proposed Amendment to this section:	Page #:	Section Name:
			Section #:
5.	The contract is amended as follows (check one):	<input type="checkbox"/> Agreement Section	<input type="checkbox"/> Bidding Requirements/Specifications
	SFA proposed Amendment to this section:	Page #:	Section Name:
			Section #:
6.	The contract is amended as follows (check one):	<input type="checkbox"/> Agreement Section	<input type="checkbox"/> Bidding Requirements/Specifications
	SFA proposed Amendment to this section:	Page #:	Section Name:
			Section #:
7.	The contract is amended as follows (check one):	<input type="checkbox"/> Agreement Section	<input type="checkbox"/> Bidding Requirements/Specifications
	SFA proposed Amendment to this section:	Page #:	Section Name:
			Section #:
8.	The contract is amended as follows (check one):	<input type="checkbox"/> Agreement Section	<input type="checkbox"/> Bidding Requirements/Specifications
	SFA proposed Amendment to this section:	Page #:	Section Name:
			Section #:
9.	The contract is amended as follows (check one):	<input type="checkbox"/> Agreement Section	<input type="checkbox"/> Bidding Requirements/Specifications
	SFA proposed Amendment to this section:	Page #:	Section Name:
			Section #:
10.	The contract is amended as follows (check one):	<input type="checkbox"/> Agreement Section	<input type="checkbox"/> Bidding Requirements/Specifications
	SFA proposed Amendment to this section:	Page #:	Section Name:
			Section #:

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

School Food Authority: \_\_\_\_\_ LEA Code: \_\_\_\_\_

	The contract is amended as follows (check one):	<input type="checkbox"/> Agreement Section	<input type="checkbox"/> Bidding Requirements/Specifications
<u>SFA proposed Amendment to this section:</u>	<b>Page #:</b>	<b>Section Name:</b>	<b>Section #:</b>
	The contract is amended as follows (check one):	<input type="checkbox"/> Agreement Section	<input type="checkbox"/> Bidding Requirements/Specifications
<u>SFA proposed Amendment to this section:</u>	<b>Page #:</b>	<b>Section Name:</b>	<b>Section #:</b>
	The contract is amended as follows (check one):	<input type="checkbox"/> Agreement Section	<input type="checkbox"/> Bidding Requirements/Specifications
<u>SFA proposed Amendment to this section:</u>	<b>Page #:</b>	<b>Section Name:</b>	<b>Section #:</b>
	The contract is amended as follows (check one):	<input type="checkbox"/> Agreement Section	<input type="checkbox"/> Bidding Requirements/Specifications
<u>SFA proposed Amendment to this section:</u>	<b>Page #:</b>	<b>Section Name:</b>	<b>Section #:</b>
	The contract is amended as follows (check one):	<input type="checkbox"/> Agreement Section	<input type="checkbox"/> Bidding Requirements/Specifications
<u>SFA proposed Amendment to this section:</u>	<b>Page #:</b>	<b>Section Name:</b>	<b>Section #:</b>
	The contract is amended as follows (check one):	<input type="checkbox"/> Agreement Section	<input type="checkbox"/> Bidding Requirements/Specifications
<u>SFA proposed Amendment to this section:</u>	<b>Page #:</b>	<b>Section Name:</b>	<b>Section #:</b>
	The contract is amended as follows (check one):	<input type="checkbox"/> Agreement Section	<input type="checkbox"/> Bidding Requirements/Specifications
<u>SFA proposed Amendment to this section:</u>	<b>Page #:</b>	<b>Section Name:</b>	<b>Section #:</b>

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

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

FORM #2  
*NYS Required 2024-2025 Cover Page for Food  
Service Management Company Contract and  
Bid Specifications*

**Form #2 – Cover Page**

*(This form is required for all executed contracts)*

**FOR:**

School Food Authority Name:

\_\_\_\_\_

LEA Code:

\_\_\_\_\_

Street Address:

\_\_\_\_\_

City, State, Zip:

\_\_\_\_\_

Telephone Number:

\_\_\_\_\_

Superintendent/ CEO Name:

\_\_\_\_\_

Email Address:

\_\_\_\_\_

**SUBMITTED BY:**

Food Service Management Company Name:

\_\_\_\_\_

Street Address:

\_\_\_\_\_

City, State, Zip:

\_\_\_\_\_

Telephone Number

\_\_\_\_\_

**NYSED USE ONLY**

NYSED Reviewed

Date: \_\_\_\_\_ Initial: \_\_\_\_\_

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

**FORM #3**  
*NYS Required 2024-2025 Cover Page for Food  
 Service Management Company Contract and  
 Bid Specifications*

**Form #3 – BID SUMMARY FORM**

**School Food Authority:** \_\_\_\_\_ **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 (check)

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

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

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

\_\_\_\_\_ *Original Signature of SFA Representative (blue ink only)*

\_\_\_\_\_ *Date*

<p>The University of the State of New York  NEW YORK STATE EDUCATION DEPARTMENT  Child Nutrition Programs Administration  89 Washington Avenue, Room 375 EBA  Albany, NY 12234  Telephone: (518) 473-8781 Fax: (518) 473-0018  Web Address: <a href="http://www.cn.nysed.gov">www.cn.nysed.gov</a></p>	<p style="text-align: center;"><u>FORM #4</u>  <i>NYS Required 2024-2025 Board Minutes</i></p> <p style="text-align: center;"><b><i>Board Minutes only need to be attached if FSMC was not the lowest bidder as indicated on Form #3</i></b></p>
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**Form #4 – Board Minutes Form**

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

School Food Authority: \_\_\_\_\_

LEA Code: \_\_\_\_\_

<p>The University of the State of New York  NEW YORK STATE EDUCATION DEPARTMENT  Child Nutrition Programs Administration  89 Washington Avenue, Room 375 EBA  Albany, NY 12234  Telephone: (518) 473-8781 Fax: (518) 473-0018  Web Address: <a href="http://www.cn.nysed.gov">www.cn.nysed.gov</a></p>	<p style="text-align: center;"><u>FORM #5</u>  <i>NYS Required 2024-2025 Notarized Affidavit o  Publication</i></p>
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**Form #5 – Notarized Affidavit of Publication Form**

Attach Notarized Affidavit of Publication Here

**School Food Authority:** \_\_\_\_\_ **LEA Code:** \_\_\_\_\_

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

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



<p>The University of the State of New York  NEW YORK STATE EDUCATION DEPARTMENT  Child Nutrition Programs Administration  89 Washington Avenue, Room 375 EBA  Albany, NY 12234  Telephone: (518) 473-8781 Fax: (518) 473-0018  Web Address: <a href="http://www.cn.nysed.gov">www.cn.nysed.gov</a></p>	<p style="text-align: right;"><b>FORM #6</b>  NYS Required 2024-2025 Debarment Option A (SFA)</p>
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**Form #6 – Debarment Option A (SFA Form)**

*(This form is required for all executed contracts)*

checked the System of Award Management List on

\_\_\_\_\_ \_\_\_\_\_  
*SFA Representative Name and Title* *Date*

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

\_\_\_\_\_  
*Name of FSMC and Principal/ President of Company*

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

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

\_\_\_\_\_ \_\_\_\_\_  
*Original Signature of SFA Representative (blue ink only)* *Date*

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

Although we have included a list of the FSMCs that have not been debarred (with an asterisk) as a part of our annual FSMC web posting, it was based on our office checking on the Excluded Parties on the System of Award website as of February 2024. However, since, by the time the SFA goes out to bid or extend, circumstances regarding the FSMC’s debarment status may have changed, it is the SFA’s responsibility to check the list before submitting your contract or extension to SED for approval.

Therefore, either:

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

**OR**

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

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

## Form #7 – Debarment Option B

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

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

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

---

*Organization Name*

---

*PR/Award Number or Project Name*

---

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

---

*Signature (Blue Ink Only)*

---

*Date*

## Instructions for Form #7

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

#### DEBARMENT OPTION B

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

## **Form #7A – Certification Regarding Lobbying**

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

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

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

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

---

*Name/Address of Organization*

---

*Name/Title of Submitting Official*

---

*Signature (blue ink only)*

---

*Date*

# **Instructions for Form #7A**

## **LOBBYING CERTIFICATION**

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

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

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

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

## Form #7B – Disclosure of Lobbying Activities

<h3 style="margin: 0;">FORM 7B</h3> <p style="margin: 0;">DISCLOSURE OF LOBBYING ACTIVITIES</p> <p style="margin: 0; font-size: small;">Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)</p>		Form AD-1048 (1/92) Approved by OMB 0348-0046
<b>1. Type of Federal Action:</b> <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	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/applications <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>for Material Change only:</b> Year: _____ Quarter: _____  Date of last report: _____
<b>4. Name and address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Sub awardee Tier _____, <i>if known</i> : Congressional District, <i>if known</i> :		<b>5. If Reporting Entity in #4 is Sub awardee, Enter Name and Address of Prime:</b>  Congressional District, <i>if known</i> :
<b>6. Federal Department/Agency:</b>		<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____
<b>8. Federal Action Number, if known:</b>		<b>9. Award Amount, if known:</b>  \$
<b>10a. Name and Address of Lobbying Entity</b> <i>(if individual, last name, first name, MI):</i>		<b>b. Individuals Performing Services (including address if different from #10a.)</b> <i>(last name, first name, MI):</i>
<b>11. Amount of Payment (check all that apply):</b>  \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned		<b>13. Type of Payment (check all that apply):</b> <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: _____
<b>12. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind: specify:  nature _____ value _____		
<b>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:</b>		
<b>15.</b> 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.		<b>Signature:</b> _____ <i>(Sign in Blue Ink Only)</i>  <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone:</b> _____ <b>Date:</b> _____
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form – LLL

**Form #8 – Preparation of Bid Specifications Form**

*(This form is required for all executed contracts.)*

**School Food Authority:** \_\_\_\_\_ **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? <i>(Please check the appropriate box)</i>	
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input 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:**

\_\_\_\_\_ *Printed Name*

\_\_\_\_\_ *Signature (Blue ink only)*

\_\_\_\_\_ *Title*

\_\_\_\_\_ *Date*

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

FORM #9  
*NYS Required 2024-2025 Certification of Insurance*

**Form #9 – Certificate of Insurance Form**

*(This form is required for all executed contracts)*

Attach a copy of the Certificate of Insurance

School Food Authority: \_\_\_\_\_

LEA Code: \_\_\_\_\_



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

FORM #10  
*NYS Required 2024-2025 Performance Security*

**Form #10 – Performance Security**

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

School Food Authority: \_\_\_\_\_

LEA Code: \_\_\_\_\_

## Form #11 – Summer Food Service Program

Check if not applicable

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

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

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

## Form #11A – Summer Food Service Program

Check here if N/A

Summer Food Service Program – Only complete if participating in the SFSP SITES WHERE PROGRAM WILL OPERATE:			
<b>Sponsor Name:</b>	<b>Address:</b>	<b>Contact Person/Phone #:</b>	<b>FSMC Name:</b>

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

## Form #11B – Summer Food Service Program Continuation Sheet

Check here if N/A

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

## **SUMMER FOOD SERVICE PROGRAM QUALITY CONTROL PLAN**

Check here if N/A

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

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

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

## Form #12 – Afterschool Snack Program

Check here if N/A

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

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

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

Estimated Participation in the After-School Care Program:

Participation in the after-school care program for the \_\_\_\_\_ school year was:

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

If the SFA charges for snack, please indicate the price for full price snack \$ \_\_\_\_.

2) Menu Cycle

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

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

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

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

**Form #13 – Civil Rights Assurance**  
**(To be completed by the Food Service Management Company)**

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

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

**FSMC Representative:**

\_\_\_\_\_

*Printed Name*

\_\_\_\_\_

*Signature (Blue ink only)*

\_\_\_\_\_

*Title*

\_\_\_\_\_

*Date*

## Agreement Section

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_ by and between the

\_\_\_\_\_  
(Day) (Month, Year)

in the city of \_\_\_\_\_, New York, herein after referred to

\_\_\_\_\_  
(School Food Authority)

\_\_\_\_\_  
(City)

as "SFA" and

referred to as "FSMC".

\_\_\_\_\_  
(Food Service Management Company)

### WITNESSETH

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

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

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

1) Scope and Purpose

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



2) Free and Reduced Meal Policy

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

3) Meal Pattern

- a) The FSMC shall serve reimbursable lunches that meet Food Based Menu Pattern requirements pursuant to the National School Lunch Program regulations 7 CFR Part 210. and shall meet the Dietary Guidelines for Americans. Failure to do so will result in a loss of the total per meal price paid to the FSMC for all meals not meeting program requirements. Such actions constitute a breach of contract and subject the FSMC to a penalty as outlined in Section 26C and may be considered cause for termination of the contract in accordance with the sixty (60) day termination clause as outlined in Section 26D of the contract.
- b) The FSMC should offer a choice of reimbursable meal pattern lunches, subject to approval of the SFA.
- c) The FSMC shall serve reimbursable breakfasts that meet Food Based Menu Pattern requirements pursuant to the School Breakfast Program regulations 7 CFR Part 220, where indicated in Appendix B of this agreement, and shall meet the Dietary Guidelines for Americans. Failure to do so will result in a loss of the total per meal price paid to the FSMC for all meals not meeting program requirements. Such actions constitute a breach of contract and subject the FSMC to a penalty as outlined in Section 26C and may be considered cause for termination of the contract in accordance with the sixty (60) day termination clause as outlined in Section 26D of the contract.
- d) The FSMC shall serve reimbursable meal pattern snacks that meet meal pattern requirements pursuant to the National School Lunch Program regulations 7 CFR Part 210 and 220. Failure to do so will result in a loss of the total per meal price paid to the FSMC for all meals not meeting program requirements. Such actions constitute a breach of contract and subject the FSMC to a penalty as outlined in Section 26C and may be considered cause for termination of the contract in accordance with the sixty (60) day termination clause as outlined in Section 26D of the contract.
- e) The FSMC shall serve reimbursable milk pursuant to the Special Milk Program if eligible to do so.
- f) The FSMC must demonstrate that food-based menus are planned to meet the 2010 Dietary Guidelines for Americans and comply with established caloric ranges, sodium, saturated and trans-fat levels as outlined in 7 CFR Part 210 and 220.
- g) The FSMC shall make substitutions in the required food components of the meal pattern if individually participating children are unable, because of medical or other special dietary needs, to consume such foods. Such substitutions shall be made only when supported by a statement from a recognized medical authority for a child with a disability which substantially limits one or more major life activities, which includes how the disability restricts the diet, the major life activity affected by the disability recommended alternate foods and foods that must be omitted from the child's diet. The SFA shall notify the FSMC of any special dietary needs. The U.S. Department of Agriculture's (USDA) nondiscrimination regulation (7 CFR 15b), as well as the regulations governing the National School Lunch Program and School Breakfast Program, make it clear that substitutions to the regular

meal must be made for children who are unable to eat school meals because of their disabilities, when that need is certified by a recognized medical authority.

- h) The FSMC may use fillers or extenders, such as "textured vegetable protein," in foods served upon approval of the SFA and regulated by USDA.
- i) No payment shall be made to the FSMC by the SFA for any meals that are spoiled, inedible or unwholesome at time of delivery, or do not meet the detailed specifications and/or meal pattern requirements.

4) Point of Service Accountability/Collection Method

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

5) Menus

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

6) Production Records/ Standardized Recipes

- a) Production records (7CFR 210.10(a)(3)) and standardized recipes (7CFR 210.10(l)(8)) are to be produced and used by the FSMC in all schools throughout the SFA as required by federal and State regulations to ensure consistency, quantity and quality of meals served.

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

7) Meal Services

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

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

8) Pricing

- a) The SFA shall be responsible for establishing all selling prices for all reimbursable and non-reimbursable meals/milk and a la carte (including vending and adult meals) and be adhered to by the FSMC.
- b) The FSMC is to promote the sale of reimbursable meals throughout the district.
- c) All a la carte prices charged by the FSMC shall be approved by the SFA in advance of sales.
- d) The FSMC shall sell on the premises only those foods and beverages authorized by the SFA and only at the times and places designated by the SFA.
- e) The SFA employees may purchase meals at the option and direction of the SFA. Prices charged by the FSMC must be approved by the BOE/Governing Body of the SFA. The price for adult meals for the same portion size as students must be equal to or more than the over 60% reimbursement rate for a free meal, plus the donated commodity entitlement rate for the current school year, plus sales tax. The FSMC shall be notified of such approval thirty (30) days before new prices are effective. The FSMC may serve meals to their employees free of charge, however, the cost of the meal or the value of the adult meal (value of the adult meals converted to equivalent meals) may not be charged to the SFA. The FSMC shall not count these meals for reimbursement under the Child Nutrition Programs.

9) Monitoring

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

10) All Foods Sold in School (Competitive Foods)

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

11) USDA Foods

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

- q) The SFA must conduct a reconciliation in accordance with 7 CFR Part 250 to ensure that the FSMC has properly credited it for the value of all USDA Foods received for use in the SFA's food service operation in the applicable school year.
- r) The FSMC will maintain records to document its compliance with requirements relating to USDA Foods, in accordance with 7 CFR 250.54(b).
- s) When this contract terminates or subsequent extensions terminate, the FSMC must return all unused USDA Foods in its possession to the SFA within 15 days of the termination effective date. At that time the FSMC must also provide a final accounting of all USDA Foods used, in possession, and not yet delivered.
- t) The FSMC will use all USDA Foods ground beef and ground pork products, and all processed end products, in the SFA food service in accordance with CFR Part 250.53(5).
- u) The Department of USDA Foods, The NYS Child Nutrition Program Administration Office, The SFA, The NYS Comptroller, The Department of Agriculture, or their duly authorized representatives may perform onsite reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of USDA Foods in accordance with CFR Part 250.53(10).
- v) In the event that the full entitlement of USDA Foods ordered is not received through USDA, the FSMC may receive a credit for the amount of entitlement not received. Prior to providing such a credit, the SFA must verify the cause to determine if crediting is required.
- w) Extension/Renewals are contingent upon the fulfillment of all contract provisions related to USDA Foods.

#### 12) Purchases

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

#### 13) Use of Facilities

- a) The FSMC shall instruct its employees to abide by the policies, rules and regulations, with respect to use of SFA premises/facilities as established by the SFA, which are furnished in writing to the FSMC by the SFA.
- b) The SFA shall furnish at its expense, electricity, gas, space, light, heat, power, hot and cold water and other utilities to the FSMC as in the judgment of the SFA that is reasonably needed and necessary for the operation of the food services as well as sanitary toilet facilities for FSMC employees.
- c) The SFA shall make available without any cost or charge to the FSMC contractor area or areas of the premises that are mutually agreeable to both parties in which the FSMC shall render its services; such area or areas reasonably necessary for providing efficient food service.
- d) The SFA may request of the FSMC, additional food service programs; however, the SFA reserves the right, at its sole discretion, to sell or dispense any food or beverage before or after the SFA's regularly scheduled lunch or breakfast periods provided such use does not interfere with the operation of the School Lunch and/or Breakfast and/or Special Milk Programs.
- e) If the SFA uses the facilities for extracurricular activities before or after the SFA regularly scheduled lunch or breakfast period, the SFA shall return facilities and equipment to the FSMC in the same condition as received, normal wear and tear excepted.
- f) The SFA shall be responsible for painting and/or decorating within the kitchen and dining areas.
- g) The SFA shall have unlimited access, with or without notice to the FSMC, to all areas used by the FSMC for purposes of inspections and audits.

- h) The FSMC shall use the SFA facilities for the preparation of food to be served only at sites specified in the Schedules and Appendices and subject to approval by SED.

14) Inventory, Equipment and Storage

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

15) Deliveries/ Transportation

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

16) Sanitation/ Health Certification

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

17) Employees

- a) Fingerprinting - The FSMC shall comply with the Regulations of the Commissioner - Part 87 Criminal History Record Check for Prospective School Employees. The \_\_\_\_\_ 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 \_\_\_\_\_ must ensure that employee fingerprinting records are on file.

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

18) Emergency Closing

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

19) Licenses, Fees and Taxes

- a) The FSMC shall be responsible for paying all applicable taxes and fees, including but not limited to excise tax, State and local income taxes, payroll, and withholding taxes and hold the SFA harmless for all claims arising under such taxes and fees.
- b) The SFA shall be responsible for paying sales taxes collected on any receipts deposited in its name.
- c) The FSMC shall be responsible for securing and posting all licenses, permits and food handler's cards as required by federal, State, or local law.
- d) The FSMC shall be responsible for any fines imposed by the county health department related to the FSMC's operation of the Program.



20) Income, Reimbursement/ Deposits

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

21) Vending Machines

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

22) Financial Accounting, Reporting and Auditing

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

23) Books/ Records and Record Retention

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

24) Insurance

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

25) Performance Security

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

26) Contract Term, Termination and Renewals

- a) This contract shall become effective on \_\_\_\_\_ and terminate on \_\_\_\_\_.
- b) This contract may be extended by the SFA and the FSMC under the rules and regulations prescribed by the Commissioner of Education; however, pursuant to federal regulations CFR Part 210.16 (d), the contract between a school food authority and food service management company shall be of a duration of no longer than (1) one year; with the option to renew/extend annually with a maximum of (4) four years. Such renewals/extensions shall be executed prior to termination of the preceding contract period and shall not extend the original contract period beyond five years.
- c) If the FSMC violates or breaches the terms of and conditions of this Contract, the SFA shall give the FSMC written notice and an opportunity to cure the violation/breach. Should the FSMC fail to make reasonable progress to affect such cure, or correct the violation/breach, the SFA may assess the following penalties against the FSMC:

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

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

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

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

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

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

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

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

## 27) General

- a) This contract shall be construed under the laws of the State of New York. Any action or proceeding arising out of this contract shall be brought in the appropriate courts of the State of New York.
- b) The SFA shall neither solicit or accept gratuities, favors or anything of monetary value from contractors or potential contractors. To the extent permissible under State law, rules and/or regulations, violations of these standards shall be subject to appropriate penalties, sanctions and/or other disciplinary actions.
- c) The FSMC shall comply with the provisions of the bid specifications and hereby in all respects made a part of this contract.
- d) The FSMC may not subcontract out services to be rendered pursuant to the terms of this contract without the express prior approval, written authorization and consent of the SFA and governing board of the SFA.
- e) The SFA reserves the right to reject any and all items which do not comply with the requirements set forth herein.
- f) This contract constitutes the entire contract between the SFA and the FSMC and may not be changed; terminated or extended orally or by course of conduct.
- g) No waiver of any default shall be construed to be or constitute a waiver of any subsequent default.
- h) Payments on any claim shall not preclude the SFA from making claim for adjustment on any item found not to have been in accordance with the provisions of this contract and bid specifications.
- i) This contract shall not be renegotiated throughout the term of this contract. If renegotiations and/or material changes occur any time during the five-year term, rebidding is required.
- j) SED reserves the right to deny reimbursement due to a SFA's failure to follow proper bidding procedures.
- k) The complete contract includes all documents submitted by the SFA and all documents submitted by the FSMC that have been mutually agreed upon by both parties; i.e., worksheets, schedules, appendices, etc.

- l) The terms and conditions of this contract are subject to review and approval by the New York State Department of Education, Child Nutrition Program Administration.
- m) It is further agreed between the SFA and the FSMC that the clauses attached hereto and designated as, required Forms #1-#13, Schedules A-I and Appendices A-B are hereby in all respects made a part of this contract.
- n) The successful bidder shall enter the SFA FOOD MANAGEMENT COMPANY CONTRACT attached hereto and, in all respects, made a part of this bid specification. By submitting a bid, the bidder agrees to all the terms and conditions contained herein.
- o) In the event fiscal action is taken by SED against the SFA based on areas of non-compliance related to the menu/meal pattern found during any administrative reviews, procurement review or program irregularity review, conducted during the course of this contract, the SFA can recoup funds from the FSMC.

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

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

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

**Corporate Affidavit**

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

SS: \_\_\_\_\_

CITY OF: \_\_\_\_\_

On 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

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

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

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

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

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

### 2. Bid Specification Development

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

### 3. Advertisement of Bids

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

### 4. Submission of Bids

- a. Bids will be received as stated on the cover sheet, for the privilege and right to conduct/operate food service within facilities listed in service locations and times.
- b. Bids shall be submitted on the forms provided by the SFA. Bids may not be faxed or sent by electronic mail. Delivery of bids at the appointed time is the responsibility of the bidder.
- c. Bidders requiring clarification or interpretation of the bidding documents shall make a request to the SFA by: \_\_\_\_\_, which is prior to the date fixed for the opening of bids.

- d. The SFA will not consider any bid received after the exact time specified for receipt.
  - e. The SFA must respond to all bidders' questions, whether verbal or in writing, whether the question is asked at a vendor conference or if the question is in writing from a potential bidder. Any answers to questions, clarification, interpretation and/or correction of this document shall be submitted to all prospective bidders by the SFA prior to the opening of bids. All answers to questions must be provided in a uniform method to ensure an equal and level playing field.
  - f. Along with their completed bids, bidders will provide evidence demonstrating their ability to administer school food service programs, including, if applicable, a list of any and all SFAs for which they have operated during the past three years, along with a summary of those same years indicating that the bidder successfully operated a complex food service program requiring nutritional meals in compliance with the USDA regulations. In lieu of organizational experience, staff expertise must be demonstrated.
  - g. It is the understanding of any FSMC submitting a bid that they agree to all terms and conditions of the bid specification.
5. Rejection of Bids
- a. The SFA reserves the right to reject any and all bids, if deemed to be in the best interest of the SFA, and to consult with the school attorney when necessary.
  - b. Failure of the SFA to follow proper bidding procedures may also result in the rejection of all bids and be subjected to rebidding by SED.
  - c. Any or all zero bids submitted by a potential and/or incumbent bidder shall be rejected and rebidding will be required.
6. Bid Protests
- a. Any action which diminishes open and free competition seriously undermines the integrity of the procurement process and may subject the SFA to bid protests. SFAs are responsible for properly responding to protests and concerns raised by potential contractors and must have procedures in place to handle and resolve disputes relating to their procurements and must in all instances disclose all information regarding a protest to SED.
7. Bidder's Responsibility
- a. The bidder is responsible for personally examining the SFA's participation data, job sites, pricing, food and beverage procurement specifications, menus, serving times, non-nutritious foods, the SFA's local wellness policy and the cost responsibility detail sheet (Schedules D1 & D2) as they relate to the conditions existing at each job site. No pleas of ignorance relating to any data, conditions or requirements that exist or that may be encountered under this contract will be accepted as a result of failure or omission on the part of the FSMC to fulfill in every respect all the requirements, nor will the same be accepted as a basis for any claim whatsoever for extra charges for food services.
8. SFA's Prior Year's Participation and Meal Pricing Information
- a. Lunch
    - i. Participation in the National School Lunch Program for the \_\_\_\_\_ to \_\_\_\_\_ school year.\*

<u>School</u>	<u>Selling Price</u>		<u>Average Daily Participation</u>			<u>Total Adults/ Faculty</u>
	<u>Student</u>	<u>Adult</u>	<u>Free</u>	<u>Reduced</u>	<u>Paid</u>	




- b. Breakfast
- i. Participation in the School Breakfast Program for the \_\_\_\_\_ to \_\_\_\_\_ school year.\*

<u>School</u>	Selling Price		Average Daily Participation			Total Adults/Faculty
	Student	Adult	Free	Reduced	Paid	

- c. Pricing Information (Continued)
- i. A la Carte Sales to students and adults for the \_\_\_\_\_ to \_\_\_\_\_ school year. \*  
**TOTAL: \$ \_\_\_\_\_**
- ii. Sales in the Special Milk Program for the \_\_\_\_\_ to \_\_\_\_\_ school year. \*  
**TOTAL: \$ \_\_\_\_\_**
- iii. Child Nutrition revenues (sales of meals and reimbursement received for breakfast, lunch, snacks and milk) for the \_\_\_\_\_ to \_\_\_\_\_ school year. \*  
**TOTAL: \$ \_\_\_\_\_.**

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

9. Prices
- a. The prices to be charged for the 2024-2025 (upcoming) school year are as follows:

**Insert Student and Adult Meal Prices Below:**

<u>School</u>	Student Lunch	*Adult Lunch	Student Breakfast	Adult Breakfast	Student Milk	Adult Milk


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

b. The prices to be charge for a la carte for the 2024-2025 (upcoming) school year are as follows:

<b>A La Carte Item</b>	<b>A La Carte Student Price</b>	<b>A La Carte Adult Price *</b>

\* 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.

### A La Carte List

<b><u>Beverage</u></b>	<b><u>Price</u></b>	<b><u>Food</u></b>	<b><u>Price</u></b>
100% Juice, Snapple	\$2.00	Fresh Fruit/Veg Side	\$1.00
100% Juice, Switch	\$1.50	Ala carte Entree	\$2.25
100% Juice, Tropicana	\$2.50	Ala carte Meal	\$3.65
16oz, Water	\$1.50	Ala carte deli/salad	\$4.00
8oz, Water	\$1.00	Frito Lay Baked Chips	\$1.25
Flavored Seltzer	\$1.50	Doritos, Reduced Fat	\$1.50
Snapple Can	\$1.50	Cereal Bar	\$1.50
100% Juice, 4oz	\$0.50	Nutrigrain Bar	\$1.50
Milk, 8oz	\$0.50	Rice Krispy Treat, WG	\$1.50
Coffee, 12oz	\$2.00	Homemade Muffin, WG	\$1.50
Tea, 12oz	\$1.75	Fresh Baked Cookie, 1oz	\$0.50
Hot Chocolate, 8 oz	\$1.00	Pretzel, 1oz bag	\$1.00
		Fruit Snack	\$1.00
		String Cheese	\$1.00
		Hot Pretzel, 2oz	\$1.50
		Ice Cream Sandwich	\$1.00
		Non Dairy Sour Bar	\$1.75
		Ice Cream Bar	\$1.50
		Dixie Cups	\$0.75
		Yogurt Parfait	\$1.75
		Yogurt, 8oz	\$1.00
		French Fries	\$1.50
		Homemade Soup, 12oz	\$2.50

10. Meal Service Locations and Times

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

Building Name	Lunch	Times of Service	Breakfast	Times of Service	Snack	Times of Service	Adult and a la Carte Service	Special Milk Program	Split Session Kindergarten SMP
Sample School	Yes	11:30a – 1:00p	Yes	7:30a – 8:00a	Yes	3:15p – 4:00p	Yes	No	No

11. Non-Nutritious Foods

**The following items shall not be sold or dispensed:**

1. All non-nutritious foods as regulated by USDA and NYSED.
2. All non-nutritious foods as specified in the SFA’s Local Wellness Policy.
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_

12. Menu Cycle/ Meal Plan

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

## Final Rule Nutrition Standards in the National School Lunch and Breakfast Programs (School Year 2024-2025)

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

	Breakfast Meal Pattern			Lunch Meal Pattern		
	Grades K-5 <sup>a</sup>	Grades 6-8 <sup>a</sup>	Grades 9-12 <sup>a</sup>	Grades K-5	Grades 6-8	Grades 9-12
<b>Meal Pattern</b>	<b>Amount of Foods<sup>b</sup> Per Week (Minimum Per Day)</b>					
Fruits (cups) <sup>b,c</sup>	5 (1) <sup>e</sup>	5 (1) <sup>e</sup>	5 (1) <sup>e</sup>	2½ (½)	2½ (½)	5 (1)
Vegetables (cups) <sup>b,c</sup>	0	0	0	3¾ (¾)	3¾ (¾)	5 (1)
Dark green <sup>d</sup>	0	0	0	½	½	½
Red/Orange <sup>d</sup>	0	0	0	¾	¾	1½
Beans/Peas (Legumes) <sup>d</sup>	0	0	0	½	½	½
Starchy <sup>d</sup>	0	0	0	½	½	½
Other <sup>d,e</sup>	0	0	0	½	½	¾
Additional Veg to Reach Total <sup>f</sup>	0	0	0	1	1	1½
Grains (oz eq) <sup>g</sup>	7 (1)	8 (1)	9 (1)	8 (1)	8 (1)	10 (2)
Meats/Meat Alternates (oz eq)	0 <sup>h</sup>	0 <sup>h</sup>	0 <sup>h</sup>	8 (1)	9 (1)	10 (2)
Fluid milk (cups) <sup>i</sup>	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)
<b>Other Specifications: Daily Amount Based on the Average for a 5-Day Week</b>						
Min-max calories (kcal) <sup>j,k</sup>	350-500	400-550	450-600	550-650	600-700	750-850
Saturated fat <sup>k</sup> (% of total calories)	< 10	< 10	< 10	< 10	< 10	< 10
Sodium (mg) <sup>k</sup>	< 540	< 600	< 640	< 1230	< 1360	< 1420
Trans fat <sup>k</sup>	Nutrition label or manufacturer specifications must indicate zero grams of trans fat per serving.					

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

## Implementation Timeline

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

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

13. Purchase Specifications

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

14. Performance Security

- a. It is recommended and encouraged that all performance security options be left open to the bidder. However, the SFA may select one, two or three of the options as indicated below:
- b. The FSMC shall be required to:
  - 1. **Performance Bond –**  
Submit with the bid an assurance by a surety authorized to conduct business within New York State, that if selected as the successful bidder, and upon award of the contract, a performance bond will be issued in the amount of \$ (10% of annual projected operating costs). Simultaneously with delivery of the executed contract, the successful vendor must provide to the SFA the executed surety company bond as required, to be held as security by the SFA for the faithful performance by FSMC of all terms of the contract. If selected, attach a copy of the Performance Bond on Required Form 10.
  - 2. **Reserve Fund –**  
Submit with the bid an authorization for the SFA to hold in a reserve fund the amount of \$ (10% of annual projected operating costs) out of the initial revenues produced by the school lunch program and earned by the FSMC. The SFA shall retain such reserve fund until the FSMC has faithfully performed all terms of the contract. If selected, attach a copy of the Authorization on Required Form 10.
  - 3. **Certified Check –**  
Submit with the bid a letter of intent which states that a certified check, payable to the SFA in the amount of \$ (10% of annual projected operating costs) will be issued upon award of the bid. Simultaneously, with delivery of the executed contract, the successful bidder must provide to the SFA, the certified check as required, to be held as security by the SFA for the faithful performance by the FSMC of all terms of the contract.



15. Bid Options

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

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

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

Breakfast

Lunch

Snack

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

16. Bid Forms

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

## 2024-2025 Bid Form (Option 1)

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

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

<b>To Be Completed by the FSMC</b>			
Per meal cost rate		=	
*Transfer this amount to either Option A, B or C selected by the SFA below.			(Per Meal)

We, the undersigned agree to operate the food service management program as described in the bid specifications for the 2024-2025 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.

<b>To be Completed by SFA – (Cross out the option(s) that are not relevant and also fill in blank amount where applicable)</b>	
<input type="checkbox"/> <b>Option A - Guaranteed Return to SFA</b> TOTAL PER MEAL COST for the operation of the program wherein all operating costs, incurred by the SFA of * \$ _____ will accrue from program income including all cash receipts from the sale of meal pattern lunches, a la carte items, special milk program, adult meals, breakfast program, snacks and federal and State reimbursements. Any deficit will be assumed by the FSMC.	<u><b>Grand Total Bid Amount</b></u> (To be completed by FSMC based on option selected by SFA)
<input type="checkbox"/> <b>Option B - Break Even</b> TOTAL PER MEAL COST for the operation of the program wherein all operating costs will accrue from program income including all cash receipts from the sale of meal pattern lunches, a la carte items, special milk program, adult meals, breakfast program, snacks and federal and State reimbursements. Any deficit will be assumed by the FSMC.	
<input type="checkbox"/> <b>Option C - General Fund Subsidy</b> TOTAL PER MEAL COST for the operation of the program requiring a General Fund subsidy of * \$ _____ to cover the operating costs which exceed cash receipts from the sale of meal pattern lunches, a la carte items, special milk program, adult meals, breakfast program, snacks and federal and State reimbursements. The SFA shall not be liable from the General Fund over and above this subsidy.	
*To be completed by the SFA **The minimum conversion factor to be used to convert a la carte sales is \$4.77. <b>Please note:</b> 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.	

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

# Exhibit #1: 2024-2025 Annual Financial Budget Projection

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

## TO BE COMPLETED BY THE FSMC

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

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

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

**(B) PROJECTED EXPENSES FOR BREAKFAST AND LUNCH**

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

**(C) PROJECTED MEALS FOR BREAKFAST AND LUNCH**

1. Student Meal Pattern	
Breakfast	
Lunch	
Total	
2. A La Carte Sales	
Divided by Conversion Factor**	\$4.77
Equivalent Meals	
3. Total Projected Meals	

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

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

\*\* See bid for conversion factor explanation

**2024-2025 Bid Form (Option 2) N/A**

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

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

To Be Completed by the FSMC		To Be Completed by the SFA		To Be Completed by the FSMC	
Program	Total Per Meal	x	SFA Estimate of Meals and Equivalent Meals	=	Total SFA Cost
Breakfast	_____	X	_____	+	_____
Lunch	_____	X	_____	=	_____
Snack	_____	X	_____		_____
<b>Grand Total*</b>				=	_____

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

We, the undersigned agree to operate the food service management program as described in the bid specifications for the 2024-2025 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.

<b>To be Completed by SFA – (Cross out the option(s) that are not relevant and also fill in blank amount where applicable)</b>	
<input type="checkbox"/> <b>Option A - Guaranteed Return to SFA</b> TOTAL PER MEAL COST for the operation of the program wherein all operating costs, incurred by the SFA of * \$ _____ will accrue from program income including all cash receipts from the sale of meal pattern lunches, a la carte items, special milk program, adult meals, breakfast program, snacks and federal and State reimbursements. Any deficit will be assumed by the FSMC.	<b>Grand Total Bid Amount</b> <i>(To be completed by FSMC based on option selected by SFA)</i> _____
<input type="checkbox"/> <b>Option B - Break Even</b> TOTAL PER MEAL COST for the operation of the program wherein all operating costs will accrue from program income including all cash receipts from the sale of meal pattern lunches, a la carte items, special milk program, adult meals, breakfast program, snacks and federal and State reimbursements. Any deficit will be assumed by the FSMC.	_____
<input type="checkbox"/> <b>Option C - General Fund Subsidy</b> TOTAL PER MEAL COST for the operation of the program requiring a General Fund subsidy of * \$ _____ to cover the operating costs which exceed cash receipts from the sale of meal pattern lunches, a la carte items, special milk program, adult meals, breakfast program, snacks and federal and State reimbursements. The SFA shall not be liable from the General Fund over and above this subsidy.	_____
*To be completed by the SFA **The minimum conversion factor to be used to convert a la carte sales is \$4.77. <b>Please note:</b> 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.	

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

N/A

**Exhibit #2A: 2024-2025 Annual Financial Budget Projection**

(For use with BID OPTION 2 – Lunch Bid)

TO BE COMPLETED BY THE FSMC

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

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

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

(B) **PROJECTED EXPENSES FOR LUNCH**

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

(C) **PROJECTED MEALS FOR LUNCH**

1. Student Meal Pattern Lunch	
2. A La Carte Sales	
Divided by Conversion Factor**	\$4.77
Equivalent Meals	
3. Total Projected Meals	

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

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

\*\* See bid for conversion factor explanation

**Exhibit #2B: 2024-2025 Annual Financial Budget Projection**

(For use with BID OPTION 2 – Breakfast Bid)

TO BE COMPLETED BY THE FSMC

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

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

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

(B) **PROJECTED EXPENSES FOR BREAKFAST**

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

(C) **PROJECTED MEALS FOR BREAKFAST**

1. Student Meal Pattern Breakfast	
2. A La Carte Sales	
Divided by Conversion Factor**	\$4.77
Equivalent Meals	
3. Total Projected Meals	

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

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

\*\* See bid for conversion factor explanation

N/A

**Exhibit #2C: 2024-2025 Annual Financial Budget Projection**

(For use with BID OPTION 2 – Snack Bid)

TO BE COMPLETED BY THE FSMC

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

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

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

(B) **PROJECTED EXPENSES FOR SNACK**

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

(C) **PROJECTED MEALS FOR SNACK**

1. Student Meal Pattern Snack	
2. A La Carte Sales	
Divided by Conversion Factor**	\$4.77
Equivalent Meals	
3. Total Projected Meals	

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

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

\*\* See bid for conversion factor explanation

17. Award of Contract

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

**IMPORTANT**

**(1) PREBID DOCUMENTS -**

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

**(2) EXECUTED CONTRACTS -**

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



## Schedule A

### ATTACH MENU(S) AND OTHER RELATED MATERIALS HERE

- I. Attach 21-day menu for breakfast and/or lunch and/or summer as applicable. The menu provided must be in compliance with the Food Based Meal Pattern and Nutrition Standards outlined on pages 48 and 49 of this contract. All menus must include the daily recommended portion sizes per serving.
- II. Attach the following related materials here:
  - a. SFA may attach a menu for each grade level
  - b. Merchandising specifications and Promotional specifications
  - c. Attach Sample Production Records - Refer to <http://www.cn.nysed.gov> for sample production records
  - d. Attach Sample Standardized Recipes - Refer to <http://www.cn.nysed.gov> for sample standardized recipes
- III. Milk is the only beverage choice in its own category. For example: Milk or juice cannot be a beverage choice. Beverages other than milk, including but not limited to iced tea, lemonade, punch, juice, water, coffee, fruit drinks, etc., may not be substituted for milk as part of the reimbursable meal.
- IV. An SFA with no capability to prepare a 21-day cycle menu may, with State Agency approval, require that each food service management company include a 21-day cycle menu, developed in accordance with the provisions of 7 CFR 210.10, 220.8, and/or 225.16, with its bid proposal. The SFA must attach a plan on how the menu will be evaluated to ensure compliance with the meal pattern for components and quantity, and dietary specifications, affordability, nutrition requirements, and appeal to students.

## Dixon Breakfast Menu

Monday	Tuesday	Wednesday	Thursday	Friday
	<b>Day 1</b>	<b>Day 2</b>	<b>Day 3</b>	<b>Day 4</b>
	Homemade WG Chocolate Chip Muffin 1 Cup Fruit Milk	Overnight Oat with Fruit 1 Cup Fruit Milk	Vanilla Greek Yogurt Parfait with Strawberry & Granola 1 Cup Fruit Milk	Mini Waffles 1 Cup Fruit Milk
<b>Day 5</b>	<b>Day 6</b>	<b>Day 7</b>	<b>Day 8</b>	<b>Day 9</b>
WG Bagel w/ Butter or Cream Cheese 1 Cup Fruit Milk	Homemade WG Banana Muffin 1 Cup Fruit Milk	Overnight Oats with Fruit 1 Cup Fruit Milk	Vanilla Greek Yogurt Parfait with Strawberry & Granola 1 Cup Fruit Milk	Mini Waffles 1 Cup Fruit Milk
<b>Day 10</b>	<b>Day 11</b>	<b>Day 12</b>	<b>Day 13</b>	<b>Day 14</b>
WG Bagel w/ Butter or Cream Cheese 1 Cup Fruit Milk	Homemade WG Apple Cinnamon Muffin 1 Cup Fruit Milk	Overnight Oats with Fruit 1 Cup Fruit Milk	Vanilla Greek Yogurt Parfait with Strawberry & Granola 1 Cup Fruit Milk	Mini Waffles 1 Cup Fruit Milk
<b>Day 15</b>	<b>Day 16</b>	<b>Day 17</b>	<b>Day 18</b>	<b>Day 19</b>
WG Bagel w/ Butter or Cream Cheese 1 Cup Fruit Milk	Homemade WG Blueberry Muffin 1 Cup Fruit Milk	Overnight Oats with Fruit 1 Cup Fruit Milk	Vanilla Greek Yogurt Parfait with Strawberry & Granola 1 Cup Fruit Milk	Mini Waffles 1 Cup Fruit Milk
<b>Day 20</b>	<b>Day 21</b>	<b>Daily Breakfast Offerings</b>		
WG Bagel w/ Butter or Cream Cheese 1 Cup Fruit Milk	Homemade WG Pumpkin Muffin 1 Cup Fruit Milk	<p><b>Assorted Cheerio Cereal Meals:</b> in conjunction with yogurt, hard-boiled egg, string cheese  <b>Fresh Fruit Daily at Breakfast:</b> may be in conjunction with 100% fruit juice; must offer a minimum of 3 fresh fruits daily; total fruit offerings must equate to 1 cup or more; seasonal variety.  <b>All meals served with Milk:</b> 1% or Fat Free White                      *MTO= Made to Order *WG= Whole Grain</p>		

This menu is to be used for the first 21 days of service, as well as demonstrate the format, quality, variety and standards that are to be used throughout the year. The FSMC is responsible for meeting all requirements under the Final Rule Nutrition Standards in the National School Breakfast Program including max/min calories, fat, and sodium.

*This institution is an equal opportunity provider and employer.*

## Grady Breakfast Menu

Monday	Tuesday	Wednesday	Thursday	Friday
	<b>Day 1</b>	<b>Day 2</b>	<b>Day 3</b>	<b>Day 4</b>
	Egg & Cheese on a Kaiser Roll 1 Cup Fruit Milk	Ham & Cheese Bagel Melt 1 Cup Fruit Milk	Egg & Cheese on a Kaiser Roll 1 Cup Fruit Milk	Sausage, Egg, & Cheese on Kaiser Roll 1 Cup Fruit Milk
<b>Day 5</b>	<b>Day 6</b>	<b>Day 7</b>	<b>Day 8</b>	<b>Day 9</b>
Bacon, Egg, & Cheese on a Kaiser Roll 1 Cup Fruit Milk	Egg & Cheese on a Kaiser Roll 1 Cup Fruit Milk	Ham & Cheese Bagel Melt 1 Cup Fruit Milk	Egg & Cheese on a Kaiser Roll 1 Cup Fruit Milk	Sausage, Egg, & Cheese on Kaiser Roll 1 Cup Fruit Milk
<b>Day 10</b>	<b>Day 11</b>	<b>Day 12</b>	<b>Day 13</b>	<b>Day 14</b>
Bacon, Egg, & Cheese on a Kaiser Roll 1 Cup Fruit Milk	Egg & Cheese on a Kaiser Roll 1 Cup Fruit Milk	Ham & Cheese Bagel Melt 1 Cup Fruit Milk	Egg & Cheese on a Kaiser Roll 1 Cup Fruit Milk	Sausage, Egg, & Cheese on Kaiser Roll 1 Cup Fruit Milk
<b>Day 15</b>	<b>Day 16</b>	<b>Day 17</b>	<b>Day 18</b>	<b>Day 19</b>
Bacon, Egg, & Cheese on a Kaiser Roll 1 Cup Fruit Milk	Egg & Cheese on a Kaiser Roll 1 Cup Fruit Milk	Ham & Cheese Bagel Melt 1 Cup Fruit Milk	Egg & Cheese on a Kaiser Roll 1 Cup Fruit Milk	Sausage, Egg, & Cheese on Kaiser Roll 1 Cup Fruit Milk
<b>Day 20</b>	<b>Day 21</b>	<b>Daily Breakfast Offerings</b>		
Bacon, Egg, & Cheese on a Kaiser Roll 1 Cup Fruit Milk	Egg & Cheese on a Kaiser Roll 1 Cup Fruit Milk	<b>Homemade Overnight Oats (rotating flavor varieties)</b> <b>Whole Grain Bagel with butter or low fat cream cheese</b> <b>Assorted Homemade Muffins:</b> in conjunction with yogurt, hard-boiled egg, string cheese <b>Assorted Reduced Sugar Cereals:</b> in conjunction with yogurt, hard-boiled egg, string cheese <b>Fresh Fruit Daily at Breakfast:</b> may be in conjunction with 100% fruit juice; must offer a minimum of 3 fresh fruits daily; total fruit offerings must equate to 1 cup or more; seasonal variety. <b>All meals served with Milk:</b> 1% or Fat Free White *MTO= Made to Order *WG= Whole Grain		

This menu is to be used for the first 21 days of service, as well as demonstrate the format, quality, variety and standards that are to be used throughout the year. The FSMC is responsible for meeting all requirements under the Final Rule Nutrition Standards in the National School Breakfast Program including max/min calories, fat, and sodium.

*This institution is an equal opportunity provider and employer.*

## Elementary Lunch Menu

Monday	Tuesday	Wednesday	Thursday	Friday
	<b>Day 1</b>	<b>Day 2</b>	<b>Day 3</b>	<b>Day 4</b>
	Baked Chicken Nuggets Brown Rice Pilaf Steamed Edamame Fresh Melon	WG Pancakes Breakfast Sausage Oven Baked Tater Tots Fresh Plum	Grilled Cheese Sweet Potato Fries Fresh Apple	Cheese Pizza Caesar Salad Fresh Nectarine
<b>Day 5</b>	<b>Day 6</b>	<b>Day 7</b>	<b>Day 8</b>	<b>Day 9</b>
Baked Chicken Tenders Fresh Baked Corn Muffin Roasted Carrots Fresh Plum	Corn Tortilla Chips, Seasoned Meat, Salsa, Shredded Cheddar Fiesta Corn, Seasoned Black Beans Fresh Apple	Macaroni & Cheese (plain pasta available) Fresh Roasted Summer Squash Fresh Orange Slices	WG French Toast Sticks Breakfast Sausage Oven Baked Tater Tots Fresh Melon	Cheese Pizza Garden Salad Fresh Peach
<b>Day 10</b>	<b>Day 11</b>	<b>Day 12</b>	<b>Day 13</b>	<b>Day 14</b>
Hamburger or Cheeseburger on a Bun Sweet Potato Fries Fresh Nectarine	Baked Chicken Nuggets Fresh-Baked Biscuit BBQ Baked Beans Fresh Melon	Pasta Bolognese (plain pasta available) Garlic Breadstick Roasted Green Beans Fresh Apple	Waffle, Baked Apple Crisp Scrambled Egg Oven Baked Tater Tots Fresh Plum	Cheese Pizza Spinach Salad Fresh Orange Slices
<b>Day 15</b>	<b>Day 16</b>	<b>Day 17</b>	<b>Day 18</b>	<b>Day 19</b>
Baked Chicken Tenders Buttered Pasta Fresh Tomato Salad Fresh Peach	Soft Shell Tacos Meat, Salsa, Shredded Cheddar Fiesta Corn Fresh Apple	Pasta & Meatballs (plain pasta available) Garlic Breadstick Roasted Green Beans Fresh Orange Slices	Sweet & Sour Chicken Vegetable Stir-Fried Rice Bowl Steamed Edamame Fresh Plum	Cheese Pizza Garden Salad Fresh Melon
<b>Day 20</b>	<b>Day 21</b>	<b><u>Cold Lunch Alternates</u></b>		
Cheesy Stuffed Breadsticks with Marinara Sauce Fresh Roasted Summer Squash Fresh Nectarine	Burrito Bowl Seasoned meat, Shredded Cheddar, Rice, Corn & Black beans Fresh Orange Slices	<p><b>Week 1:</b> Meat &amp; Cheese Box Meal (turkey or hard boiled egg; cubed cheese; crackers or flatbread) &amp; Sunbutter Jelly Sandwich</p> <p><b>Week 2:</b> Pretzel Hummus Meal (pretzel nuggets, sunbutter, veggie sticks) &amp; Turkey Sandwich</p> <p><b>Week 3:</b> Ham &amp; Cheese Sandwich &amp; Mixed Green Salad w/ Egg</p> <p><b>Week 4:</b> Warm Pretzel w/ Homemade Greek Yogurt Smoothie meal &amp; Chicken Caesar Salad</p> <p style="text-align: center;"><b><u>Must Offer Daily</u></b></p> <p><b>Fresh Fruit Daily</b> may be in conjunction with 100% fruit juice; must offer a minimum of 2 fresh fruit options daily.</p> <p><b>Fresh Vegetables Daily</b> may be hot or cold; must offer 1 hot vegetable daily (except pizza day) and at least 2 cold alternates. May offer more.</p> <p><b>All Meals Served with Milk:</b> 1% White, Fat Free White and Flavored offered daily.</p> <p><b>Entree Salads must include a minimum of 2 cups lettuce and 1oz grain equivalents:</b> crackers, garlic bread/breadstick, seasoned flatbread..</p> <p><b>Grain items must be Whole Grain Rich.</b></p>		

This menu is to be used for the first 21 days of service, as well as demonstrate the format, quality, variety and standards that are to be used throughout the year. The FSMC is responsible for meeting all requirements under the Final Rule Nutrition Standards in the National School Lunch Program including max/min calories, fat, and sodium.

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## Secondary Breakfast Menu

Monday	Tuesday	Wednesday	Thursday	Friday
	<b>Day 1</b>	<b>Day 2</b>	<b>Day 3</b>	<b>Day 4</b>
	Belgian Waffle with Caramelized Apples 1 Cup Fruit Milk	Fruity Parfait 1 Cup Fruit Milk	Ham & Cheese Bagel Melt 1 Cup Fruit Milk	Homemade Oatmeal or Overnight Oats Choose your Own Toppings 1 Cup Fruit Milk
<b>Day 5</b>	<b>Day 6</b>	<b>Day 7</b>	<b>Day 8</b>	<b>Day 9</b>
Homemade Smoothie 1 Cup Fruit Milk	Bacon, Egg, and Cheese Corn Muffin Bowl 1 Cup Fruit Milk	Belgian Waffle Yogurt Parfait 1 Cup Fruit Milk	Fruity Parfait 1 Cup Fruit Milk	Homemade Pancakes 1 Cup Fruit Milk
<b>Day 10</b>	<b>Day 11</b>	<b>Day 12</b>	<b>Day 13</b>	<b>Day 14</b>
Belgian Waffle with Caramelized Apples 1 Cup Fruit Milk	Ham & Cheese Bagel Melt 1 Cup Fruit Milk	Homemade Smoothie 1 Cup Fruit Milk	Bacon, Egg, and Cheese Corn Muffin Bowl 1 Cup Fruit Milk	Homemade Oatmeal or Overnight Oats Choose your Own Toppings 1 Cup Fruit Milk
<b>Day 15</b>	<b>Day 16</b>	<b>Day 17</b>	<b>Day 18</b>	<b>Day 19</b>
Homemade Muffin Yogurt Parfait 1 Cup Fruit Milk	Western Style Scrambled Egg Corn Muffin Bowl 1 Cup Fruit Milk	Homemade Oatmeal or Overnight Oats Choose your own toppings 1 Cup Fruit Milk	Homemade Smoothie 1 Cup Fruit Milk	Homemade Pancakes 1 Cup Fruit Milk
<b>Day 20</b>	<b>Day 21</b>	<u>Daily Breakfast Offerings</u>		
Fruity Parfait 1 Cup Fruit Milk	Homemade Oatmeal or Overnight Oats Choose your own toppings 1 Cup Fruit Milk	<b>MTO Breakfast Sandwiches</b> <b>Whole Grain Bagel with butter or low fat cream cheese</b> <b>Assorted Homemade Muffins:</b> in conjunction with yogurt, hard-boiled egg, string cheese <b>Assorted Reduced Sugar Cereals:</b> in conjunction with yogurt, hard-boiled egg, string cheese <b>Fresh Fruit Daily at Breakfast:</b> may be in conjunction with 100% fruit juice; must offer a minimum of 3 fresh fruits daily; total fruit offerings must equate to 1 cup or more; seasonal variety. <b>All meals served with Milk:</b> 1% or Fat Free White *MTO= Made to Order *WG= Whole Grain		

This menu is to be used for the first 21 days of service, as well as demonstrate the format, quality, variety and standards that are to be used throughout the year. The FSMC is responsible for meeting all requirements under the Final Rule Nutrition Standards in the National School Breakfast Program including max/min calories, fat, and sodium.

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## Secondary Lunch Menu

Monday	Try it Tuesday	Wednesday	Thursday	Friday
	<b>Day 1</b>	<b>Day 2</b>	<b>Day 3</b>	<b>Day 4</b>
	Boneless Chicken Wing Bar Breaded Chicken Plain, BBQ, or Buffalo WG Biscuit Sweet Potato Fries Celery Sticks & Dip Fresh Plum	Mango Chicken Lettuce Wraps Coconut Rice Steamed Edamame Homemade Slaw Fresh Apple	Challah Bread French Toast Warm Berry Topping Breakfast Sausage Baked Tater Tots Fresh Nectarine	BYO Burger Bar Beef, Turkey, or Veggie Burger with Bacon, Cheese, Lettuce, Tomato, Onion, Pickle, on a bun Sweet Corn Side Salad Fresh Watermelon
<b>Day 5</b>	<b>Day 6</b>	<b>Day 7</b>	<b>Day 8</b>	<b>Day 9</b>
Chicken Or Cheese Quesadilla Salsa, Sour Cream, Guacamole Baked French Fries Fresh Orange	BYO Pasta Bar Choose from homemade bolognese, marinara sauce, meatballs or alfredo Garlic Breadsticks Seasoned Broccoli Fresh Apple	Greek Gyro Bar: Chicken or Beef with Pita, Lettuce, Tomato, Onion, Tzatziki, Hummus Roasted Summer Squash Greek Side Salad Fresh Peach	Grilled Cheese on Pretzel Bun Homemade Chicken Noodle Soup Sweet Potato Fries Fresh Watermelon	BYO Burrito Bar Meat, Salsa, Shredded Cheddar, Shredded Lettuce, Pepper & Onion, Cilantro Lime Rice, Seasoned Black Beans Fresh Apple
<b>Day 10</b>	<b>Day 11</b>	<b>Day 12</b>	<b>Day 13</b>	<b>Day 14</b>
Breaded Chicken Tenders Buttered Pasta Fresh Roasted Summer Squash Fresh Plum	Ramen Noodle Bowl Noodles, Chicken or Veggie Broth, Seasonings, Scallions Bok Choy Fresh Orange	Macaroni & Cheese Bar Diced Tomato, Scallion, Breadcrumbs, Parmesan Cheese, Buffalo or BBQ Chicken Garlic Breadstick Roasted Carrots Fresh Watermelon	Chicken Fajitas Chicken, Peppers & Onions, Salsa, Corn Seasoned Black Beans Fresh Apple	Baked Potato Bar Chili con Carne, Scallion, Sour Cream, Cilantro, Shredded Cheddar, Jalapeno Peppers Fresh Baked Corn Muffin Fresh Peach
<b>Day 15</b>	<b>Day 16</b>	<b>Day 17</b>	<b>Day 18</b>	<b>Day 19</b>
Belgium Waffle Bar Fruit toppings, Breaded Chicken Tenders, Sunbutter, Chocolate Chips, Whipped Cream, Warm Syrup Breakfast Sausage Baked Tater Tots Fresh Apple	BBQ Pulled Pork Sandwich Hot Honey Brussels Sprouts Fresh Nectarine Fresh Peach	Carving Board: Marinated, Oven Roasted Turkey Breast w/ Gravy, Cranberry Sauce Fresh Baked Biscuit Sweet Potato Fries Fresh Nectarine	BYO Nacho Bar Cilantro Lime Brown Rice, Meat, Salsa, Shredded Cheddar, Guacamole, Scallion, Corn, Seasoned Pinto Beans Fresh Apple	Sweet & Sour Chicken Stir Fried Rice Steamed Broccoli Fresh Orange
<b>Day 20</b>	<b>Day 21</b>	<b><u>Daily Lunch Offerings:</u></b>		
WG Pancakes Homemade Apple Crisp Scrambled Eggs Baked Tater Tots Fresh Plum	BYO Taco Bar Meat, Salsa, Shredded Cheddar, 6" Flour Tortillas Seasoned Black Beans Fresh Orange	<p><b>Pizza:</b> Cheese and Daily Rotating Specials (Meat, Vegetable, Stromboli, Calzone, Flatbread).</p> <p><b>Grill:</b> Hamburger, Cheeseburger, Veggie Burger, Breaded Chicken, Plus rotating specials including subs, wraps, &amp; paninis.</p> <p><b>MTO Deli/Salad Bar:</b> Made-to-Order Sandwiches and Paninis on Bread, Rolls, Wraps, Flatbread and Made-to-Order Entree Salads.</p> <p><b>Grab &amp; Go:</b> Sandwiches; Salads; and Boxed Meals; Parfaits/Smoothies</p> <p><b>Fresh Fruit &amp; Veggie Bar:</b> self-serve and must contain lettuce/salad greens, shredded carrots, sliced cucumbers, legume, plus seasonal variety and salad dressings daily.</p> <p><b>Fresh Fruit Daily:</b> Must offer a minimum 3 fresh fruits daily. Must include seasonal variety.</p> <p><b>Daily Vegetables:</b> Must offer at least 1 hot vegetable daily available to all. Must include seasonal variety.</p> <p><b>All Meals Served with Milk:</b> 1% white, Fat Free White, and Fat Free Flavored offered daily.</p> <p><b>Entree Salads must include at minimum of 3 cups lettuce and a minimum of 2oz grain equivalents.</b></p> <p><b>Grain items must be Whole Grain Rich.</b></p> <p style="text-align: right;">BYO= Build Your Own</p>		

This menu is to be used for the first 21 days of service, as well as demonstrate the format, quality, variety and standards that are to be used throughout the year. The FSMC is responsible for meeting all requirements under the Final Rule Nutrition Standards in the National School Lunch Program including max/min calories, fat, and sodium.

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# Production Record for Grades K-5 in the National School Lunch Program (NSLP) or School Breakfast Program (SBP)

Site: \_\_\_\_\_

Date: \_\_\_\_\_

Breakfast     Lunch

Today's menu:

Number of meals served

Grades K-5: \_\_\_\_\_

Second meals (nonreimbursable): \_\_\_\_\_

Adult meals (nonreimbursable): \_\_\_\_\_

Total: \_\_\_\_\_

Column 1	Column 2	Column 3				Column 4								Column 5			Column 6	Column 7	Column 8			
Planned menu item	Recipe name and number or product name and code	Planned serving size and number of servings				Meal component contribution											Temperatures: Take corrective action if not at target temperature			Total quantity of food used (e.g., number of servings, pounds, cans, pieces)	Amount leftover	Total amount served
		Reimbursable meals for grades K-5		Nonreimbursable second meals, adult meals, and a la carte		Meat/meat alternates <small>oz eq</small>	Grains <small>oz eq</small>	Vegetables <i>cups</i>						Fruits <i>cups</i>	Milk <i>fl oz</i>	Time:	Time:	Time:				
		Serving size	Number of servings	Serving size	Number of servings			Dark green	Red/orange	Legumes	Starchy	Other										

SAMPLE



Recipe Name:

Recipe No:

## Food Based Standardized Recipe Form

Ingredients	50 Servings		____ Servings		Directions
	Weight	Measure	Weight	Measure	

**SAMPLE**

Provides:                  Yield: 50 servings:                  Serving Size:                  (*Weight or Volume*)

\_\_\_\_ servings:                  Serving Size:                  (*Weight or Volume*)

## **Menus, Merchandising, and Promotional Specifications Elmsford Union Free School District**

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### **I. Menus**

#### **A. General**

It is the intent of the Elmsford UFSD to provide students and staff with a high-quality food service program. Foods should be prepared fresh and presented to the students and staff in a manner which makes the freshness and quality of the food served apparent to all program participants. Food is to be batch cooked and prepared fresh for each lunch period, to the greatest extent possible, to maximize customer satisfaction.

Sample menus are to be used for the first 21 days of service and as the standard for the purpose of basing bids and estimating average cost per meal. Any alternate menu items proposed by the FSMC must be pre-approved by the SFA. SFA may require taste testing of proposed menu items prior to granting approval.

All menus must be submitted to the SFA for review by the 15th of every month. Approved menus are to be submitted to the SFA for posting online at least seven (7) days before the start of the new month. The SFA is responsible for posting the approved monthly menus on the District's website.

Any menu substitution or deviation shall be announced immediately and communicated as early as possible to the Business office as well as the affected building's Principal.

FSMC must ensure all foods and printed menu choices are prepared in sufficient quantities at all sites so the last child has the same meal options as the first student in line.

FSMC should attractively and professionally label all pre-packaged meals and menu items with contents and price (as appropriate).

Publicized menus must accurately represent everything offered at each school to provide customers all options available to create their meal.

Standardized recipes must be used in all schools to ensure consistency and quality of menu items. Products and ingredients indicated in recipes must match the products utilized in preparation. FSMC staff is to be informed of the importance of following these recipes to ensure the nutritional integrity and nutritional value assigned to each food item is maintained in the required nutrition analysis.

Plant-forward, vegetarian options must be available daily at all grade levels.

The availability of meal accommodations for children with disabilities must be publicly promoted via the district's website. Menus for children with special food needs shall be planned collaboratively with school staff, parents, physicians, and other health professionals as appropriate.

It is the intention of the Elmsford UFSD to prioritize the purchase and utilization of locally grown produce.

Seasonal vegetables must be featured weekly on the monthly menu. E.g. "Try it Tuesday" or "Harvest of the Month".

Seasonal fruit and vegetable varieties must be identified on the monthly menus, as well as daily feature signage in the cafeteria.

- During the month of September, choose from the following fruits to be offered, daily or weekly during breakfast & lunch, for all grade levels: watermelon, peaches, nectarines, plums, grapes, cantaloupe.
- During the month of September, all of the following fresh vegetables must be offered during lunch at least once per month: summer squash, zucchini, string beans.
- During the month of October, choose from the following fresh fruits to be offered, daily or weekly, during breakfast and lunch, for all grade levels: Local NY Apples, pears, grapes(except grades K-2), watermelon, cantaloupe.
- During the month of October, all of the following fresh vegetables must be offered during lunch, at least once per month, for all grade levels: brussels sprouts, cauliflower, winter squash.
- During December, January, & February, citrus fruits must be featured at breakfast and lunch, including oranges, grapefruits, and kiwi.
- During October, November, December, January & February, all of the following fresh vegetables must be offered during lunch: brussels sprouts, cauliflower, winter squash, radish, potato, sweet potato.
- During the month of April, fresh asparagus must be offered at least once, during lunch, for all grade levels.

## **B. USDA Foods**

The FSMC must obtain written approval for any and all government donated commodities to be ordered and/or diverted for processing for the benefit of the Elmsford UFSD each year. The FSMC may not submit any food preference surveys or allocate any USDA foods without the written consent of the SFA. Failure to obtain such approval will be deemed a breach of the Agreement and may result in financial penalties to the FSMC.

### **C. Elementary Schools**

Carl L Dixson Primary School (Grades K-1) and Alice E Grady Elementary (Grades 2-6) offer a full 5-day per week CEP breakfast & lunch program.

Grady Elementary's serving line will be completely redesigned for this upcoming school year.

The Primary school does not have its own kitchen or cafeteria facilities. Grady has a basic facility with a serving line but all food and supplies are transported daily from, and back to, the middle/high school each day via SFA-owned van and driver. Meal prep for both locations is all done at the middle/high school as well.

Hot dogs, bacon, and corn dogs are never to be offered unless part of a planned promotion, e.g. outdoor bbq day.

### **D. Alexander Hamilton Jr/Sr High School, Grades 7-12**

HS/MS offers a full 5-day per week CEP breakfast & lunch program.

HS/MS is the central kitchen facility for all food prepared throughout the district.

HS/MS is undergoing renovations this school year which will affect kitchen and serving. Serving line will be completely redesigned, and there will be additional storage; freezer and refrigeration.

The FSMC is required to present the HS/MS menus in a format that showcases the planned rotating specials. To accomplish this, the menu must be multiple pages.

HS/MS must offer a daily or weekly rotating pizza special. FSMC may choose from individual flatbread pizzas, calzone, stromboli, and a variety of specialty toppings. All pizza varieties must be the same price. FSMC may not charge extra for toppings.

HS/MS must offer a daily or weekly rotating deli special.

HS/MS must offer a daily or weekly rotating grill special.

Bacon may only be offered if part of monthly menu specials and promotions.

Hot dogs and corn dogs may only be offered if part of a planned promotion. Neither should be part of a monthly menu.

The FSMC is required to provide access to an interactive menu that can be linked to/from the district's website that will allow parents, students and the public to access information for all food items offered each month. This service shall be provided without additional cost to the district or individuals accessing the menu information.

## **II. A la carte**

A la carte food and beverages to be sold in schools and pricing of such items must be presented and approved by SFA prior to being offered to students. Once approved, the a la carte menu must be electronically posted to the district website. The High School/Middle School must have the list professionally printed and posted at every point of sale. The SFA must pre-approve any changes to the variety of items, portion sizes, and prices of a la carte items.

Current school year, no snacks/ la carte items have been sold at the elementary schools. In the 2024-2025 school year, chips, Ice cream, and other a la carte may be sold only one day per week.

A la carte displays must be visually appealing and full with product faced properly.

## **III. Marketing & Promotions**

Appropriate daily meal signage shall be posted on the service lines 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. Display plates should accompany the signage.

The FSMC shall provide menu boards at the customers point of entry of each school's cafeteria. The menu board should be professional, age-appropriate, colorful, and inviting.

Nutrition education materials such as posters, displays, and bulletin boards shall be professional, age-appropriate, and used in every building.

FSMC must submit a marketing plan with their proposal identifying the marketing capabilities and plans specific to Elmsford UFSD.

## **Schedule B**

ATTACH FOOD, BEVERAGE and SMALLWARE PRODUCT SPECIFICATIONS HERE

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

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

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

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

### **Schedule B1 - Food & Product Specifications**

<b>Product</b>	<b>Minimum Requirements</b>
Dairy Products (Milk, Ice Cream, Cheese)	Grade A
Meat	USDA Grade Choice
Fish	Only USA Sourced
Poultry	USDA Grade A
Canned Fruits & Vegetables	U.S. Grade A Choice
Fresh Fruits & Vegetables	U.S. No. 1 Grade
Frozen Fruit & Vegetables	USDA Grade A
Bread	Packaged bread and buns to be manufacturer dated for freshness
Eggs	USDA Grade A or AA; Size: Large
Beef	USDA Choice, 100% Ground Beef; no additives/fillers/extenders, fat content 85/15
Canned Fruit	In 100% fruit juice only
Canned Vegetables	May not be offered except for legumes, tomatoes, tomato paste/puree
Juice	100% juice, nothing added
Milk	Antibiotic free, hormone free, additive free
Paper trays	Molded fiber; biodegradable; compostable; made from recycled material (elementary schools only)
Plastic utensils	Medium or heavy weight

## I. General

Menus and offerings must meet local, State and Federal regulations and nutrition requirements. The FSMC must adhere to any future USDA changes due to the reauthorization of the Child Nutrition Programs.

Each month, the SFA may request a nutrient analysis of the weekly menu for a specified school as a way of monitoring the FSMC's compliance with the HHFKA rules, regulations and updates.

The SFA requires menus be planned and executed using minimally processed products and ingredients. Minimally processed is defined as food that retains most of its inherent physical, chemical, sensory and nutritional properties.

The following specifications are required for the foods and beverages served for the entirety of the contract:

- Students shall never be told to limit their selection of fresh fruits or vegetables with their meals. Students shall be allowed to take as many as they feel they are able to eat.
- All menu items, entrees, bread/grains, fruits, and vegetables and a la carte items not specifically listed in this bid specification are subject to SFA approval.
- SFA must set or pre-approve all a la carte options and prices.
- The FSMC and SFA can mutually agree upon changes to offerings, portion sizes and prices charged for any items during the course of this contract.
- Condiments shall be offered daily for all entrees as appropriate at no additional charge.
- A bagel/bagel meal, for breakfast or lunch, must be offered with cream cheese or butter at no additional charge.
- Products containing hydrogenated, partially hydrogenated oils and high fructose corn syrup are prohibited.
- Flavored milk may *only* be offered with lunch; it may *not* be offered at breakfast.
- All bagels and bread products must be delivered fresh daily. Leftover bread products may be frozen the day of delivery and used to make homemade breadcrumbs and/or croutons thereafter. Day-old bread products may never be served in their original form.
- Pre-frozen, pre-packaged bagels are prohibited.
- Grain items must be whole grain rich. Exceptions must be SFA approved.
- Lettuce used for salads and salad bars must be romaine, green leafy, red leafy, baby spinach, or mixed dark greens at all grade levels.
- Side salads should be offered without dressing so customers can choose what dressing and how much. A variety of salad dressings are to be offered daily.
- Only 100% olive oil, 100% canola oil, or 50/50 olive oil/canola oil blend is permitted in food preparation.
- Only low sodium deli meats may be offered in all the schools.
- Deli meats throughout the district must be Boars Head or equivalent quality.



- Deli meats must be portioned by weight. Weight must meet the required ounce equivalents as it pertains to this document, and outlined on CN labels and/or product formulation statements.
- Purchased breaded chicken products must be whole muscle, non-therapeutic antibiotic and growth-hormone free products shall be sourced for all schools, including applicable diversions.
- Pasta must be offered with and without sauce to maximize customer appeal.
- A minimum of one (1) hot vegetable must be offered daily across all grade levels and must be offered to every student, regardless of their meal selection.
- Fruit and vegetable varieties must be planned as part of the monthly menu.
- Mashed potatoes must be made from scratch. Instant mashed potatoes are prohibited.
- Egg patties and liquid eggs may be used in all schools if they are 100% egg and do not contain preservatives.
- The SFA requires that the following products be purchased raw and cooked on-site (FSMC may add items with SFA approval):
  - Ground beef
  - Ground turkey
  - Bacon
  - Breakfast sausage
  - Hamburgers
  - Chicken breast
  - Turkey Roast
  - Pork shoulder for pulled pork
  - Eggs for egg sandwiches

#### **I. Elementary Schools**

- Elementary schools must offer a minimum of two (2) **fresh** fruit options daily with a minimum total variety of three (3).
- Fresh oranges shall be wedged for grades K-6 breakfast and lunch.
- Ranch dressing must be offered every day. Ketchup must be offered as appropriate.
- There must be at least two (2) cold vegetable alternates available daily at the elementary schools. These alternates must be planned and documented.
- Three (3) entree choices must be offered at the elementary schools daily.
  - Week 1: Main hot entree, Meat & Cheese Boxed Lunch, Sunbutter & Jelly Sandwich
  - Week 2: Main hot entree, Pretzel & Hummus Boxed Lunch, Low-Sodium Turkey Sandwich
  - Week 3: Main hot entree, Ham & Cheese Sandwich, Mixed Green Salad with Hard Boiled Egg
  - Week 4: Main hot entree, Warm Pretzel w/ Homemade Greek Yogurt Smoothie, & Chicken Caesar Salad

## II. High School/Middle School, Grades 7-12

- Ranch dressing must be offered every day. Ketchup and maple syrup must be offered as appropriate.
- HS/MS must offer a minimum of three (3) **fresh** fruit options daily with a total minimum variety of four (4).
- FSMC must prepare grilled chicken breast, cook from raw, for use on the MTO deli and MTO salad bar. Any use of pre-cooked, AP 'grilled' chicken breast is prohibited throughout the district.
- Soups must be homemade and offered a minimum of two (2) days per week during winter months.
- To credit as a component with a meal, soup must be 100% vegetable.
- Chicken noodle soup paired with a meal shall act as a calorie booster, not contributing any meal components.
- HS/MS must offer homemade yogurt parfaits and/or homemade smoothies daily at lunch.
- Homemade muffins must be offered daily at breakfast and may be served a la carte daily at lunch. Pre-frozen, pre-packaged muffins are prohibited.
- There are six (6) distinct stations at the Middle/High School:
  - Large hot food station
    - Features (at minimum) homemade soups (when applicable) and rotating daily featured entree
  - Pizza station
    - Features (at minimum) cheese pizza, pizza specials (special toppings, flatbreads, stromboli, calzone)
  - Grill station
    - Features (at minimum) hamburgers, cheeseburgers, breaded chicken, sandwich specials (wraps, paninis, subs)
  - Pre-made, Grab & Go station
    - Features (at minimum) sandwiches, salads, smoothies, yogurt parfaits, boxed meals (e.g. protein bento box)
  - Made-to-order deli station
    - Features (at minimum) weekly sandwich special
- The made-to-order deli bar at the Middle/High School must contain the following at a minimum:
  - Low sodium turkey breast
  - Low sodium ham
  - Fresh grilled chicken
  - Sliced cheddar cheese
  - Sliced mozzarella cheese
  - Either egg salad or tuna salad
  - Fresh roasted vegetables (peppers, squash, onion)
  - Sliced red onion
  - Lettuce
  - Mayonnaise, hot sauce, mustard, ranch dressing, oil & vinegar

- Sliced cucumber
- Whole grain bread, wraps, rolls

## **Schedule B2 - Food Portion Specifications**

The FSMC and SFA can mutually agree upon changes to offerings, portion sizes and prices charged for any items during the course of this contract.

The FSMC shall provide their own computer software for purposes of analyzing the school lunch menus and any and all other business related to the management and operation of the food service program in the Elmsford UFSD. The FSMC is required to be able to perform nutritional analysis of all menu items and menus. FSMC is to be prepared to analyze all menus on a weekly basis. The FSMC is required to have the nutrient analysis of all prepared menu items available for review and/or distribution to interested parties within 24 hours of request.

### **Grades K-6**

<b>Product</b>	<b>Minimum Requirements</b>
Milk	8 fluid ounce
Juice	4 fluid ounce
Fresh cut fruit	½ cup
Fresh whole fruit	1 whole, wedges, or sliced
Apples	140 count
Oranges	113 count
Pears	150 count
Cooked and Raw vegetables	½ cup (with a minimum of 3 options)
Lettuce, entree salad	2 cups
Lettuce, side salad	1 cup
Cold cuts, deli sandwiches	1.0 equivalent when sandwich is prepared with cheese
Cold cuts, deli sandwiches	2.0 equivalent when sandwich is prepared without cheese

- All elementary school lunch entrees must contribute a minimum of 2.0 equivalent m/ma and 2.0 equivalent bread/grain except sunbutter & jelly sandwiches. Sunbutter & Jelly Sandwiches prepared for elementary students must contain only 1oz eq meat/meat alternate (2 TBSP) of Sunbutter. A 1oz string cheese must be offered in conjunction with the sunbutter sandwich.

### Grades 7-12

Product	Minimum Requirements
Milk	8 fluid ounce
Juice	4 fluid ounce
Fresh cut fruit	½ cup (with a minimum of 3 options)
Fresh whole fruit	1 whole, wedges, or sliced
Apples	120 count
Oranges	113 count
Pears	150 count
Cooked and Raw vegetables	½ cup (with a minimum of 3 options)
Lettuce, entree salad	3 cups
Lettuce, side salad	2 cups
Sunbutter & Jelly Sandwich	2.0 equivalent m/ma
Homemade Yogurt Parfait	2.0 equivalent m/ma; 2.0 equivalent bread/grain
Homemade Smoothie	2.0 equivalent m/ma; 2.0 equivalent bread/grain
Cold cuts, deli sandwiches	2.0 equivalent when sandwich is prepared with cheese
Cold cuts, deli sandwiches	3.0 equivalent when sandwich is prepared without cheese

- HS/MS homemade pizzas must be offered as 6-cut.
- At the HS/MS, meat/meat alternates must contribute a minimum of 3.0 equivalent **except** the following, which may be offered as 2.0 equivalent:
  - Sunbutter & Jelly Sandwich
  - Homemade Yogurt Parfait
  - Homemade Smoothie
- A 'calorie booster' must be offered and available to every high school student (Grades 9-12) to make up the 50 calorie difference between the 6-8 grade group and 9-12. This 'calorie booster' may be one or more of the options listed below. Any option outside of this list must be pre-approved by the SFA.
  - Box of raisins - ¼ cup
  - Low fat string cheese - 1oz
  - Fresh whole fruit - 1 each
  - Fresh cut fruit - 1 cup
  - Milk - 8oz

### **Schedule B3 - Other Food and Procurement Specifications**

- The use of styrofoam is not allowed in the SFA's school lunch program.
- Sporks shall not be used at any location in the district.
- The HS/MS uses 10" heavy duty paper plates. The use of 5-compartment trays at this age/grade group is prohibited.
- Food ingredient labels directly from product packaging must be kept until the product is no longer being served.
- Prepared foods held over and served a second day is allowable only if there is zero impact on the quality of the food and must be monitored carefully to ensure that they are discarded and not resold on a third day. All leftovers MUST be recorded on production records. Food items that may never be cooked, reheated, and served the following day include:
  - Pizza
  - Prepared deli sandwiches
  - Scrambled Eggs
  - Waffles, Pancakes, French toast sticks
  - Grilled Cheese
  - Quesadilla
  - Rice
  - Mashed potatoes
  - Potato products including but not limited to french fries and tater tots
  - Garlic bread/breadsticks
- The FSMC is to clearly mark all cases of donated government commodities they receive with the month and year they were received, observing first in-first out inventory rotation.
- The FSMC is only to order and/or divert donated foods that comply with the SFA's specifications and local wellness regulations.
- Foods obtained using USDA allocations to the Elmsford UFSD are not to be transferred out of the district without the express written permission of the SFA. This policy also applies to leftover foods.
- The FSMC is required to submit copies of all communications, invoices, reports, etc, received from New York State and/or Federal agencies regarding SFA's donated government commodities, warehousing charges, processing and diversion fees, etc within 24 hours of receipt of such information.
- The FSMC shall account for all Federally donated USDA Foods separately from purchased food items. The FSMC must provide the SFA with a complete inventory of all USDA foods received each month. Copies of the FSMC's monthly inventory request form for USDA Foods must also be provided to the SFA each month for their review.
- The FSMC must provide an inventory to the SFA in July of each summer of all equipment and commodities. The SFA may request an inventory of all equipment, smallwares, and commodities from the FSMC at any time throughout the school year.
- It is required that if there is a change in the FSMC awarded this contract, the new FSMC shall purchase the processed USDA Foods currently owned by the District and

previously purchased by the former FSMC. The SFA will perform audits of USDA Foods on a random basis.

- FSMC must purchase food items to meet the needs of students with food allergies and medical conditions such as lactose-free milk, gluten free products and any other items that may become necessary.
- SFA may request food production records be submitted for review at any time.

## **Schedule C**

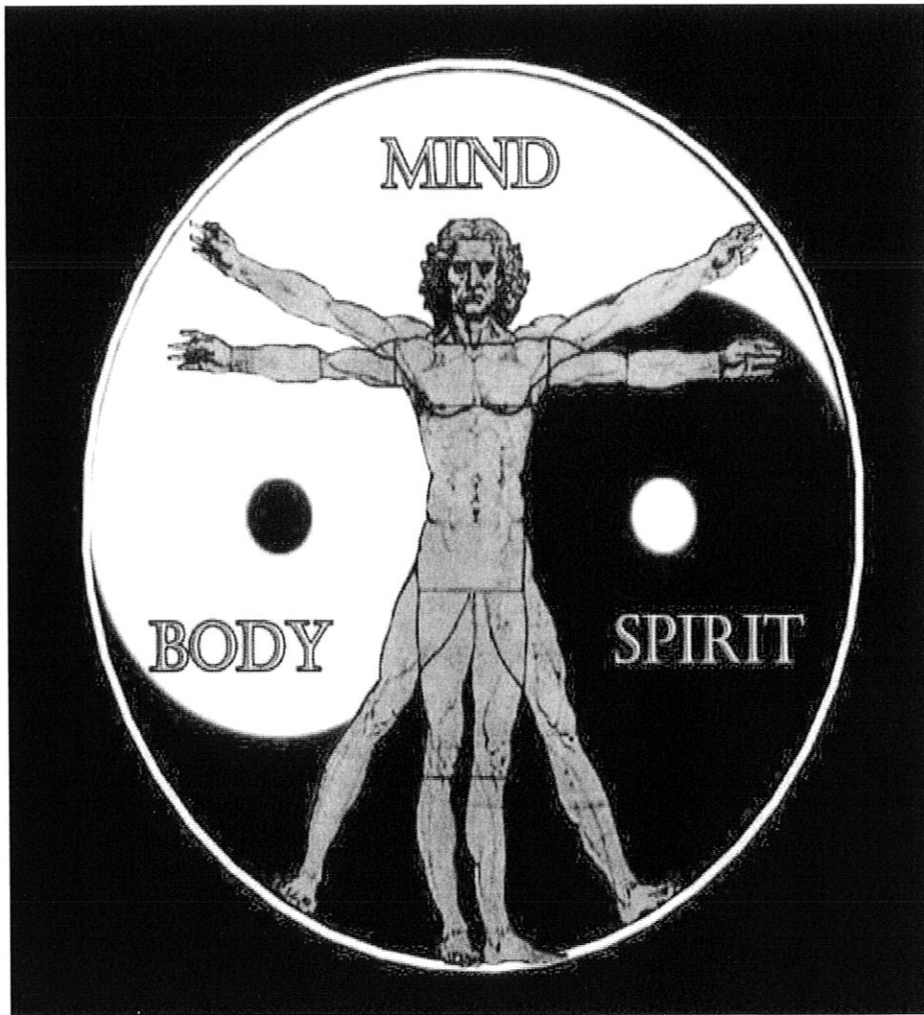
### **ATTACH SFA LOCAL WELLNESS POLICY**

#### **Local Wellness Policy Federal Regulation:**

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



# Elmsford Union Free School District



## Wellness Policy

# Table of Contents

Preamble.....	3
I. Wellness Committee.....	3
II. Nutritional Quality of Foods and Beverages	
Sold and Served on Campus/School Meals.....	4
Breakfast	
Free and Reduced-priced Meals	
Meal Times and Scheduling	
Qualifications of School Food Service Staff	
Sharing of Foods and Beverages	
Alice E. Grady / Carl L. Dixson	
Alexander Hamilton Jr. / Sr. High School	
Fundraising Activities	
Snacks	
Rewards and Celebrations	
School-Sponsored Events	
III. Nutrition and Physical Activity Promotion and Food Marketing.....	6
Nutrition Education and Promotion	
Integrating Physical Activity into the Classroom Setting	
Communications with Parents	
Staff Wellness	
IV. Physical Activity Opportunities and Physical Education.....	7
Physical Education (P.E.) K-12	
Daily Recess	
Physical Activity Opportunities Before and After School	
Physical Activity and Punishment	
V. Monitoring and Policy Review .....	8
Monitoring	
Policy Review	
Wellness Links.....	8
Appendix.....	9
Healthy Celebration Ideas / Healthy Food Ideas	
Healthy Fundraising Ideas	
Alternatives to Food as Reward	
Policy Assessment Tool	

## **Preamble**

Whereas, children need access to healthful foods and opportunities to be physically active in order to grow, learn, and thrive;

Whereas, good health fosters student attendance and education;

Whereas, obesity rates have doubled in children and tripled in adolescents over the last two decades, and physical inactivity and excessive calorie intake are the predominant causes of obesity;

Whereas, heart disease, cancer, stroke, and diabetes are responsible for two-thirds of deaths in the United States, and major risk factors for those diseases, including unhealthy eating habits, physical inactivity, and obesity, often are established in childhood;

Whereas, 33% of high school students do not participate in sufficient vigorous physical activity and 72% of high school students do not attend daily physical education classes;

Whereas, only 2% of children (2 to 19 years) eat a healthy diet consistent with the five main recommendations from the Food Guide Pyramid;

Whereas, nationally, the items most commonly sold from school vending machines, school stores, and snack bars include low-nutrition foods and beverages, such as soda, sports drinks, imitation fruit juices, chips, candy, cookies, and snack cakes;

Whereas, school districts around the country are facing significant fiscal and scheduling constraints; and

Whereas, community participation is essential to the development and implementation of successful school wellness policies;

Thus, the Elmsford Union Free School District is committed to providing school environments that promote and protect children's health, well-being, and ability to learn by supporting healthy eating and physical activity. Therefore, it is the policy of the Elmsford Union Free School District that:

- The school district will engage students, parents, teachers, food service professionals, health professionals, and other interested community members in developing, implementing, monitoring, and reviewing district-wide nutrition and physical activity policies.
- All students in grades PreK-12 will have opportunities, support, and encouragement to be physically active on a regular basis.
- Foods and beverages sold or served at school will meet the nutrition recommendations of the U.S. Dietary Guidelines for Americans.
- Qualified child nutrition professionals will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students; will accommodate the religious, ethnic, and cultural diversity of the student body in meal planning; and will provide clean, safe, and pleasant settings and adequate time for students to eat.
- To the maximum extent practicable, all schools in our district will participate in available federal school meal programs.
- Schools will provide health education and physical education to foster lifelong habits of healthy eating and physical activity, and will establish linkages between health education and school meal programs, and with related community services.

## **TO ACHIEVE THESE POLICY GOALS:**

### **I. Wellness Committee**

The Elmsford Union Free School District will institute a Wellness Committee to develop, implement, monitor, review, and, as necessary, revise school nutrition and physical activity policies. This committee

also will serve as a resource to school sites for implementing those policies. (The Wellness Committee will consist of a group of individuals representing the school and community, and should include parents, students, representatives of the school food authority, members of the school board (if possible), school administrators, teachers, health professionals, and members of the public.)

## **II. Nutritional Quality of Foods and Beverages Sold and Served on Campus**

### **School Meals**

Meals served through the National School Lunch and Breakfast Programs will:

- be appealing and attractive to children;
- be served in clean and pleasant settings;
- meet, at a minimum, nutrition requirements established by local, state, and federal statutes and regulations;
- offer a variety of fruits and vegetables; [1]
- serve only low-fat (1%) and fat-free milk [2] and nutritionally-equivalent non-dairy alternatives (to be defined by USDA); and
- ensure that half of the served grains are whole grain.<sup>3</sup>, [3]

**Breakfast:** To ensure that all children have breakfast, either at home or at school, in order to meet their nutritional needs and enhance their ability to learn:

- Schools will, to the extent possible, operate the School Breakfast Program.
- Schools will, to the extent possible, arrange bus schedules and utilize methods to serve school breakfasts that encourage participation, including serving breakfast in the classroom, "grab-and-go" breakfast, or breakfast during morning break or recess.
- Schools that serve breakfast to students will notify parents and students of the availability of the School Breakfast Program.
- Schools will encourage parents to provide a healthy breakfast for their children through newsletter articles, take-home materials, or other means.

**Free and Reduced-priced Meals:** Schools will make every effort to eliminate any social stigma attached to, and prevent the overt identification of, students who are eligible for free and reduced-price school meals [4]. Toward this end, schools may utilize electronic identification and payment systems; provide meals at no charge to all children, regardless of income; and promote the availability of school meals to all students.

### **Meal Times and Scheduling:**

Schools:

- will provide students with at least 10 minutes to eat after sitting down for breakfast and 20 minutes after sitting down for lunch;
- should schedule meal periods at appropriate times,
- should not schedule tutoring, club, or organizational meetings or activities during mealtimes, unless students may eat during such activities;
- will provide students access to hand washing or hand sanitizing before they eat meals or snacks; and

**Qualifications of School Food Service Staff:** Qualified nutrition professionals will administer the school meal programs. As part of the school district's responsibility to operate a food service program, the District will ensure that opportunities for continuing professional development for all nutrition professionals in schools are offered on an as-needed basis. Staff development programs should include appropriate certification and/or training programs for child nutrition directors, school nutrition managers, and cafeteria workers, according to their levels of responsibility. [5]

**Sharing of Foods and Beverages:** Schools should discourage students from sharing their foods or beverages with one another during meal or snack times, given concerns about allergies and other restrictions on some children's diets.

**Foods and Beverages Sold Individually (i.e., foods sold outside of reimbursable school meals, such as through vending machines, cafeteria a la carte [snack] lines, fundraisers, school stores, etc.)**

**Alice E. Grady & Carl L. Dixon Schools:** The school food service program will approve and provide all food and beverage sales to students in elementary schools. Given young children's limited nutrition skills, food in elementary schools should be sold as balanced meals. If available, foods and beverages sold individually should be limited to low-fat and non-fat milk, fruits, and non-fried vegetables.

**Alexander Hamilton Jr./Sr. High School:** In middle/junior high and high schools, all foods and beverages sold individually outside the reimbursable school meal programs (including those sold through a la carte [snack] lines, vending machines, student stores, or fundraising activities) during the school day, or through programs for students after the school day, will meet the following nutrition and portion size standards:

- **Beverages**
  - **Allowed:** water or seltzer water [6] without added caloric sweeteners; fruit and vegetable juices and fruit-based drinks that contain at least 50% fruit juice and that do not contain additional caloric sweeteners; unflavored or flavored low-fat or fat-free fluid milk and nutritionally-equivalent nondairy beverages (to be defined by USDA);
  - **Not allowed:** soft drinks containing caloric sweeteners; sports drinks; iced teas; fruit-based drinks that contain less than 50% real fruit juice or that contain additional caloric sweeteners; beverages containing caffeine, excluding low-fat or fat-free chocolate milk (which contain trivial amounts of caffeine).
- **Foods**
  - A food item sold individually:
    - will have no more than 35% of its calories from fat (excluding nuts, seeds, peanut butter, and other nut butters) and 10% of its calories from saturated and trans fat combined;
    - will have no more than 35% of its weight from added sugars; [7]
    - will contain no more than 230 mg of sodium per serving for chips, cereals, crackers, French fries, baked goods, and other snack items; will contain no more than 480 mg of sodium per serving for pastas, meats, and soups; and will contain no more than 600 mg of sodium for pizza, sandwiches, and main dishes.
  - A choice of at least two fruits and/or non-fried vegetables will be offered for sale at any location on the school site where foods are sold. Such items could include, but are not limited to, fresh fruits and vegetables; 100% fruit or vegetable juice; fruit-based drinks that are at least 50% fruit juice and that do not contain additional caloric sweeteners; cooked, dried, or canned fruits (canned in fruit juice or light syrup); and cooked, dried, or canned vegetables (that meet the above fat and sodium guidelines). [8]
- **Portion Sizes:**

Limit portion sizes of foods and beverages sold individually to those listed below:

  - One and one-quarter ounces for chips, crackers, popcorn, cereal, trail mix, nuts, seeds, dried fruit, or jerky;
  - One ounce for cookies;
  - Two ounces for cereal bars, granola bars, pastries, muffins, doughnuts, bagels, and other bakery items;
  - Four fluid ounces for frozen desserts, including, but not limited to, low-fat or fat-free ice cream;
  - Eight ounces for non-frozen yogurt;
  - Twelve fluid ounces for beverages, excluding water; and

- The portion size of a la carte entrees and side dishes, including potatoes, will not be greater than the size of comparable portions offered as part of school meals. Fruits and non-fried vegetables are exempt from portion-size limits.

**Fundraising Activities:** To support our children's health and school nutrition education efforts and initiatives, school fundraising activities which involve foods for consumption during the school day should include only low fat and nutritious foods. Included is a list of low fat and nutritional foods (i.e., fruit, popcorn, pretzels, juices, etc.) in accordance with the healthy celebrations / healthy food idea guidelines. Baked goods which are sold for immediate consumption shall also meet nutritional guidelines outlined above.

Fundraising activities which involve food items intended to be consumed at home or outside the school day are currently exempt from this policy; i.e., candy sales, wrapping paper fundraisers that often have candy-type items, etc. PTAs, booster clubs, and other organizations engaged in such sales are encouraged to consider and explore sale items which adhere to the spirit of this policy. Please refer to the included ideas for healthy fundraising guidelines.

**Snacks:** Snacks served during the school day or in after-school care or enrichment programs will make a positive contribution to children's diets and health, with an emphasis on serving fruits and vegetables as the primary snacks and water as the primary beverage. Schools will assess if and when to offer snacks based on timing of school meals, children's nutritional needs, children's ages, and other considerations.

**Rewards & Celebrations:** Schools will not use foods or beverages as rewards for academic performance or good behavior, [9] and will not withhold food or beverages (including food served through school meals) as a punishment.

If celebrations involve food, they must include a healthy food item in accordance with the EUFSD guidelines and as included in the health food ideas. For example, if you send cup cakes for an individual birthday, a healthy alternative(s) such as fruit, low-fat pudding, etc., must also be available.

Parties and school celebrations being planned must be done in consultation with the classroom teacher or principal and be consistent with the EUFSD guidelines. Please refer to guidelines for healthy celebrations.

**School-sponsored Events (such as, but not limited to, athletic events, dances, or performances):** After-school programs will encourage physical activity and healthy eating and lifestyles. Food items available or sold during after-school PTA and organizational functions are exempt from the EUFSD policy. However, if food is available, healthy food and beverage options should be made available as well.

### **III. Nutrition and Physical Activity Promotion and Food Marketing**

**Nutrition Education and Promotion:** The Elmsford Union Free School District aims to teach, encourage, and support healthy eating by students. Schools should provide nutrition/health education and engage in nutrition promotion that:

- is part of not only health education classes, but also classroom instruction in subjects such as math, science, language arts, social sciences, and elective subjects;
- includes enjoyable, developmentally-appropriate, culturally-relevant, participatory activities, such as contests, promotions, taste testing, farm visits, and school gardens;
- promotes fruits, vegetables, whole grain products, low-fat and fat-free dairy products, healthy food preparation methods, and health-enhancing nutrition practices;



- emphasizes caloric balance between food intake and energy expenditure (physical activity/exercise);
- links with school meal programs, other school foods, and nutrition-related community services;
- includes training for teachers and other staff.

**Integrating Physical Activity into the Classroom Setting:** Toward that end:

- classroom health education will complement physical education by reinforcing the knowledge and self-management skills needed to maintain a physically-active lifestyle and to reduce time spent on sedentary activities, such as watching television;
- opportunities for physical activity will be incorporated into other subject lessons; and
- classroom teachers will provide short physical activity breaks between lessons or classes, as appropriate.

**Communications with Parents:** The district/school will support parents efforts to provide a healthy diet and daily physical activity for their children. The district/school will post nutrition tips on school websites. Schools should encourage parents to pack healthy lunches and snacks and to refrain from including beverages and foods that do not meet the above nutrition standards for individual foods and beverages. The district/school will provide parents a list of foods that meet the district's snack standards and ideas for healthy celebrations/parties, rewards, and fundraising activities. In addition, the district/school will provide opportunities for parents to share their healthy food practices with others in the school community.

The district/school will provide information about physical education and other school-based physical activity opportunities before, during, and after the school day; and support parents' efforts to provide their children with opportunities to be physically active outside of school. Such supports will include sharing information about physical activity and physical education through a website, newsletter, or other take-home materials, special events, or physical education homework.

**Staff Wellness:** The Elmsford Union Free School District highly values the health and well-being of every staff member and will plan and implement activities and policies that support personal efforts by staff to maintain a healthy lifestyle. The District's Wellness committee should develop, promote, and oversee a multifaceted plan to promote staff health and wellness. The plan should be based on input solicited from school staff and should outline ways to encourage healthy eating, physical activity, and other elements of a healthy lifestyle among school staff.

#### **IV. Physical Activity Opportunities and Physical Education**

**Physical Education (P.E.) K-12:** All students in grades K-12, including students with disabilities, special health-care needs, and in alternative educational settings, will receive physical education.

The Elmsford Union Free School District is committed to providing physical education in a safe and healthy environment that:

- is consistent with the New York State Commissioner's Regulation 135.4, to the extent possible;
- is taught by a certified physical education teacher;
- includes students with disabilities, students with special health-care needs may be provided in alternative educational settings; and,
- engages students in moderate to vigorous activity during at least 50 percent of physical education class time.

**Daily Recess:** Daily Recess – In addition to physical education classroom time, the district encourages principals to provide elementary school students with at least 20 minutes a day of supervised recess, preferably outdoors, during which staff encourages moderate to vigorous physical activity and appropriate space and equipment are provided.

Schools should discourage extended periods (i.e., periods of two or more hours) of inactivity. When activities, such as mandatory school-wide testing, make it necessary for students to remain indoors for long periods of time, schools should give students periodic breaks during which they are encouraged to stand and be moderately active.

**Physical Activity Opportunities Before and After School:** To the greatest extent possible, all three schools will offer extracurricular physical activity programs, such as physical activity clubs or intramural programs. To the greatest extent possible Alexander Hamilton Jr./Sr. High School will offer interscholastic sports programs. Schools will offer a range of activities that meet the needs, interests, and abilities of all students, including boys, girls, students with disabilities, and students with special health-care needs.

**Physical Activity and Punishment:** Students will not be denied participation in recess or other physical activities as a form of discipline unless such action is directly related to the safety of the students or others.

## **V. Monitoring and Policy Review**

**Monitoring:** The superintendent or designee will ensure compliance with established district-wide nutrition and physical activity wellness policies. In each school, the principal or designee will ensure compliance with those policies in his/her school and will report on the school's compliance to the school district superintendent or designee.

School food service staff, at the school or district level, will ensure compliance with nutrition policies within school food service areas and will report on this matter to the Deputy Superintendent. In addition, the school district will report on the most recent USDA School Meals Initiative (SMI) review findings and any resulting changes. If the district has not received a SMI review from the state agency within the past five years, the district will request from the state agency that a SMI review be scheduled as soon as possible.

The superintendent or designee will develop a summary report every three years on district-wide compliance with the district's established nutrition and physical activity wellness policies, based on input from schools within the district. That report will be provided to the school board and also distributed to parent/teacher organizations, school principals, and school health services personnel in the district.

**Policy Review:** To help with the initial development of the district's wellness policies, each school in the district will conduct a baseline assessment of the school's existing nutrition and physical activity environments and policies. [10] The results of those school-by-school assessments will be compiled at the district level to identify and prioritize needs.

Assessments will be repeated every three years to help review policy compliance, assess progress, and determine areas in need of improvement. As part of that review, the school district will review our nutrition and physical activity policies; provision of an environment that supports healthy eating and physical activity; and nutrition and physical education policies and program elements. The district, and individual schools within the district, will, as necessary, revise the wellness policies and develop work plans to facilitate their implementation.

*Adopted: 7/5/06*



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Footnotes:

- [1] To the extent possible, schools will offer at least two non-fried vegetable and two fruit options each day and will offer five different fruits and five different vegetables over the course of a week. Schools are encouraged to source fresh fruits and vegetables from local farmers when practicable.
- [2] As recommended by the Dietary Guidelines for Americans 2005.
- [3] A whole grain is one labeled as a "whole" grain product or with a whole grain listed as the primary grain ingredient in the ingredient statement. Examples include "whole" wheat flour, cracked wheat, brown rice, and oatmeal.
- [4] It is against the law to make others in the cafeteria aware of the eligibility status of children for free, reduced-price, or "paid" meals.
- [5] School nutrition staff development programs are available through the USDA, School Nutrition Association, and National Food Service Management Institute.
- [6] Surprisingly, seltzer water may not be sold during meal times in areas of the school where food is sold or eaten because it is considered a "Food of Minimal Nutritional Value" (Appendix B of 7 CFR Part 210).
- [7] If a food manufacturer fails to provide the added sugars content of a food item, use the percentage of weight from total sugars (in place of the percentage of weight from added sugars), and exempt fruits, vegetables, and dairy foods from this total sugars limit.
- [8] Schools that have vending machines are encouraged to include refrigerated snack vending machines, which can accommodate fruits, vegetables, yogurts, and other perishable items.
- [9] Unless this practice is allowed by a student's individual education plan (IEP).
- [10] Useful self-assessment and planning tools include the School Health Index from the Centers for Disease Control and Prevention (CDC), Changing the Scene from the Team Nutrition Program of the U.S. Department of Agriculture (USDA), and Opportunity to Learn Standards for Elementary, Middle, and High School Physical Education from the National Association for Sport and Physical Education.

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**Wellness Links**

*Note: These links are to external sites.*

- [Childhood Obesity and Physical Activity](#)
- [Weschester County Parks for Physical Activity](#)
- [Nutrition for Everyone](#)
- [Energizing Tips For a Healthier Family](#)
- [Eating Healthy](#)
- [Produce for Better Health foundation](#)
- [Guidelines for Responsible Food Marketing](#)
- [How to Use Guidelines to Make Changes](#)
- [How Food Companies Market to Children](#)
- [Physical Activity in the Classroom](#)
- [Improving Adolescent Health](#)
- [American on the Move](#)
- [Food and Nutrition Information](#)



# Healthy Celebrations

## Promoting a Healthy School Environment



Birthday parties and holiday celebrations at school provide a unique opportunity to help make healthful eating fun and exciting for children. Schools can take advantage of classroom celebrations to serve food that tastes good, is nutritious, and provides students with an opportunity for nutrition education experiences.

### But It's Just a Cupcake...



Typically, foods for school celebrations include cupcakes, candy, cookies and soda. So what's the harm? There is nothing wrong with an occasional treat, but unhealthy choices have become the norm rather than the exception. Parties, treats used as classroom rewards, food fundraisers, vending machines, snacks and school stores constantly expose children to high-fat, high-sugar, low-nutrient choices.

Overall, our children's eating habits are poor. Only two percent of children meet all MyPyramid recommendations. Most children do not eat enough fruits, vegetables or whole grains. Obesity rates among children are on the rise, with serious health consequences. Constant exposure to low-nutrient foods makes it difficult for children to learn how to make healthy food choices. By providing students with nutritious choices wherever food is available (including the classroom), schools can positively influence children's eating habits.

## Benefits of Healthy Celebrations

**Healthy Kids Learn Better:** Research clearly demonstrates that good nutrition is linked to better behavior and academic performance. To provide the best possible learning environment for children, schools must also provide an environment that supports healthy behaviors.

**Provides Consistent Messages:** Providing healthy classroom celebrations demonstrates a school commitment to promoting healthy behaviors. It supports the classroom lessons students are learning about health, instead of contradicting them. Healthy celebrations promote positive lifestyle choices to reduce student health risks and improve learning.

**Promotes a Healthy School Environment:** In order to positively change eating behaviors, students need to receive consistent, reliable health information and ample opportunity to use it. Healthy celebrations are an important part of providing a healthy school environment.

**Creates Excitement About Nutrition:** Children are excited about new and different things, including fun party activities and healthy snacks (see back for ideas). School staff and parents need not worry that children will be disappointed if typical party foods aren't served in the classroom. Holiday treats and traditional birthday parties with cake will still be available at home.

**Protects Children with Food Allergies:** When parents send in food, it is difficult to ensure the safety of children with food allergies. Schools can protect food allergic children by providing nonfood celebrations or, if food is served, obtaining it from known sources such as the school food service program.



## How-To's for Happy Healthy Parties<sup>1</sup>

- Variety is the "spice of life" and the "life of the party." Plan several contrasting activities – active and quiet, indoor and outdoor, individual and group.
- Try something new. Children like adventure. In addition to familiar games and foods, offer something different.
- Plan creative experiences such as art, music and cooking.
- Involve children in planning and preparing the party. Let them make decorations and favors.
- Put food in its proper place. Refreshments should complement the fun, not become the "main event."
- Be sure that each child receives a prize or favor, if such awards are given.
- Don't use food as rewards or prizes.
- Choose foods for fun, good taste and health. Parties that feature healthful foods provide opportunities for children to practice making wise food choices.



<sup>1</sup> Printed with permission from *Let's Party: Party Ideas for School and Home*. West Virginia Department of Education, 1994. Ordering information at <http://wvde.state.wv.us/ctr/materials.html>.



# What Schools Can Do

## Ideas for Healthy Celebrations

Schools can help promote a positive learning environment by providing healthy celebrations that shift the focus from the food to the child. Choose a variety of activities, games and crafts that children enjoy. When food is served, make it count with healthy choices! Parties can even incorporate a fun nutrition lesson by involving children in the planning and preparation of healthy snacks. Try these ideas for fun activities and healthy foods at school parties and other celebrations.

### Activities to Celebrate the Child

- Plan special party games and activities. Ask parents to provide game supplies, pencils, erasers, stickers and other small school supplies instead of food.
- Create a healthy party idea book. Ask school staff and parents to send in healthy recipes and ideas for activities, games and crafts. Compile these ideas into a book that staff and parents can use.
- Give children extra recess time instead of a class party. For birthdays, let the birthday child choose and lead an active game for everyone.
- Instead of food, ask parents to purchase a book for the classroom or school library in the birthday child's name. Read it to the class or invite the child's parents to come in and read it to the class.
- Instead of a party, organize a special community service project, e.g., invite Senior Citizens in for lunch, make "curechiefs" for chemotherapy patients, and blankets for rescue dogs. Involve parents in planning the project and providing needed materials.
- Create a "Celebrate Me" book. Have classmates write stories or poems and draw pictures to describe what is special about the birthday child.
- Provide special time with the principal or another adult, such as taking a walk around the school at recess.
- Create a special birthday package. The birthday child wears a sash and crown, sits in a special chair and visits the principal's office for a special birthday surprise (pencil, sticker, birthday card, etc.)
- The birthday child is the teacher's assistant for the day, and gets to do special tasks like make deliveries to office, lead the line, start an activity, and choose a game or story.



### Additional Resources

*Alternatives to Food Rewards.* Connecticut State Department of Education, 2004 (rev. 2007). <http://www.sde.ct.gov/sde/cwp/view.asp?a=2626&q=320754#Resources>

*Classroom Party Ideas.* University of California Cooperative Extension Ventura County. [http://ceventura.ucdavis.edu/newsletterfiles/Hansen\\_Trust\\_Newsletter10234.pdf](http://ceventura.ucdavis.edu/newsletterfiles/Hansen_Trust_Newsletter10234.pdf)

*Healthy Fundraising.* Connecticut State Department of Education, 2005 (rev. 2007). <http://www.sde.ct.gov/sde/cwp/view.asp?a=2626&q=320754#Resources>

*Let's Celebrate!* Texas Department of Agriculture, 2005. [http://www.squaremeals.org/vgn/tda/files/2348/3677\\_Outside%20the%20Cake%20Box.pdf](http://www.squaremeals.org/vgn/tda/files/2348/3677_Outside%20the%20Cake%20Box.pdf)

*Let's Party: Party Ideas for School and Home.* West Virginia Department of Education, 1994. <http://wvde.state.wv.us/ctrc/materials.html>

*Let's Play: Innovative Games and Activities for Kids.* West Virginia Department of Education, 2002. <http://wvde.state.wv.us/ctrc/materials.html>

For healthy snack resources, see the Connecticut Nutrition Resource Library catalog ("Cooking for Kids" section) at <http://www.sde.ct.gov/sde/cwp/view.asp?a=2626&q=320754#Resources>

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For more information on a healthy school environment, contact Susan Fiore, MS, RD, Nutrition Education Coordinator at [susan.fiore@ct.gov](mailto:susan.fiore@ct.gov) or (860) 807-2075.

Connecticut State Department of Education  
Bureau of Health and Nutrition Services and Child/Family/School Partnerships



May 2005 rev. 2/07



### Healthy Food Ideas\*

- Low-fat or nonfat plain or flavored milk, 100% juice, water, flavored/sparkling water (without added sugars or sweeteners), sparkling punch (seltzer and 100% fruit juice)
- Fruit smoothies (blend berries, bananas and pineapple)
- Fresh fruit assortment, fruit and cheese kabobs, fruit salad, fruit with low-fat whipped topping
- Dried fruit (raisins, cranberries, apricots, banana chips), 100% fruit snacks
- Vegetable trays with low-fat dip, celery and carrots with peanut butter and raisins
- Whole-grain crackers with cheese cubes, string cheese or hummus
- Waffles or pancakes topped with fruit
- Pretzels, low-fat popcorn, rice cakes, bread sticks, graham crackers and animal crackers
- Angel food cake, plain or topped with fruit
- Bagel slices with peanut butter or jam, fruit or grain muffin (low-fat), whole wheat English muffin, hot pretzels
- Pizza with low-fat toppings (vegetables, lean ham, Canadian bacon), pizza dippers with marinara sauce
- Ham, cheese or turkey sandwiches or wraps (with low-fat condiments)
- Low-fat pudding, low-fat yogurt, squeezable yogurt, yogurt smoothies, yogurt parfaits or banana splits (yogurt and fruit topped with cereal, granola or crushed graham crackers)
- Quesadillas or bean burrito with salsa
- Low-fat breakfast or granola bars
- Low-fat tortilla chips with salsa or bean dip
- Trail/cereal mix (whole-grain, low-sugar cereals mixed with dried fruit, pretzels, etc.)
- Nuts and seeds

\*Check for food allergies before serving.



# Healthy Fundraising

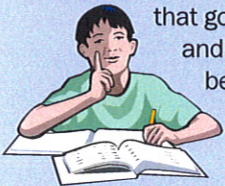
## Promoting a Healthy School Environment



Candy, baked goods, soda and other foods with little nutritional value are commonly used for fundraising at school. Schools may make easy money selling these foods, but students pay the price. An environment that constantly provides children with sweets promotes unhealthy habits that can have lifelong impact. As we face a national epidemic of overweight children, many schools are turning to healthy fundraising alternatives.

### Benefits of Healthy Fundraising

**Healthy Kids Learn Better:** Research clearly demonstrates that good nutrition is linked to better behavior and academic performance. To provide the best possible learning environment for children, schools must also provide an environment that supports healthy behaviors.



**Provides Consistent Messages:** Fundraising with healthy foods and non-food items demonstrates a school commitment to promoting healthy behaviors. It supports the classroom lessons students are learning about health, instead of contradicting them.

**Promotes a Healthy School Environment:** Students need to receive consistent, reliable health information and ample opportunity to use it. Finding healthy alternatives to fundraising is an important part of providing a healthy school environment.

#### Additional Resources

Clearinghouse for Fundraising Information:

<http://www.fund-raising.com/index.htm>

Creative Financing and Fundraising. California Project Lean, California Department of Health Services, 2002.

<http://www.co.shasta.ca.us/Departments/PublicHealth/CommunityHealth/proilean/fundraiser1.pdf>

Guide to Healthy School Stores. Alabama Department of Public Health Nutrition & Physical Activity Unit, 2004.

<http://www.actionforhealthykids.org/index.htm>

(Select Alabama in box at right and scroll down to "Links to State Team-Recommended Tools and Resources.")

Healthy Fundraising & Vending Options. Produce for Better Health Foundation. <http://www.5aday.com/html/educators/options.php>

Healthy Fundraising/Health Related Fundraising.

<http://www.fundraiser-finder.com/fundraising-cat/healthy.php>

Idaho Recommendations for Promoting a Healthy School Nutrition Environment. Idaho State Department of Education, 2004.

<http://www.sde.state.id.us/child/docs/promotingahealthyschoolnutritionenvironment.pdf>

Non-Food Ways to Raise Funds and Reward a Job Well Done. Texas Department of Agriculture, 2004. <http://www.agr.state.tx.us/foodnutrition/newsletter/NonFoodRewards.pdf>

School Fund Raiser Ideas: Alternatives to Selling Junk Food and Sodas: <http://departments.oxy.edu/uepi/cfi/resources/AlternativeFundRaisers.htm>

### Consequences of Unhealthy Fundraising

**Compromises Classroom Learning:** Selling unhealthy food items contradicts nutrition messages taught in the classroom. Schools are designed to teach and model appropriate skills and behaviors. Nutrition principles taught in the classroom are meaningless if they are contradicted by other activities that promote unhealthy choices, like selling candy and other sweets. It's like saying, "You need to eat healthy foods to feel and do your best, but it is more important for us to make money than for you to be healthy and do well." Classroom learning about nutrition remains strictly theoretical if the school environment regularly promotes unhealthy behaviors.

**Promotes the Wrong Message:** Selling unhealthy foods provides a message that schools care more about making money than student health. We would never think of raising money with anything else that increases student health risks, but food fundraisers are often overlooked. As schools promote healthy lifestyle choices to reduce student health risks and improve learning, school fundraisers must be included.



**Contributes to Poor Health:** Foods commonly used as fundraisers (like chocolate, candy, soda and baked goods) provide unneeded calories and displace healthier food choices. Skyrocketing obesity rates among children are resulting in serious health consequences, such as increased incidence of type 2 diabetes and high blood pressure.

**More than 15 percent of children are overweight, a three-fold increase from the 1970's.<sup>1</sup> At 400,000 deaths per year, poor eating habits and a sedentary lifestyle are fast becoming the leading cause of death in the United States, just behind smoking at 435,000 deaths per year.<sup>2</sup>**

#### References

<sup>1</sup> Ogden CL., Flegal, KM Carroll MD and Johnson CL. Prevalence and Trends in Overweight Among US Children and Adolescents, 1999-2000. JAMA 2002;288: 1728-1732

<sup>2</sup> Mokdad AH, Marks JS, Stroup DF, Gerberding JL. Actual causes of death in the United States, 2000. JAMA. 2004;291(10):1238-1246



# What Schools Can Do

## Ideas for Healthy Fundraising Alternatives\*

\*Adapted from: *Creative Financing and Fundraising*. California Project Lean, California Department of Health Services, 2002.

Schools can help promote a healthy learning environment by using healthy fundraising alternatives.

### Items You Can Sell

- Activity theme bags
- Air fresheners
- Bath accessories
- Balloon bouquets
- Batteries
- Books, calendars
- Brick/stone/tile memorials
- Bumper stickers & decals
- Buttons, pins
- Candles
- Christmas trees
- Coffee cups, mugs
- Cookbooks
- Crafts
- Christmas ornaments
- Coupon books
- Customized stickers
- Emergency kits for cars
- First aid kits
- Flowers and bulbs
- Foot warmers
- Football seats
- Garage sale
- Giant coloring books
- Gift baskets
- Gift certificates
- Gift items
- Gift wrap, boxes and bags
- Greeting cards
- Hats
- Holiday wreaths
- House decorations
- Hugging booth
- Jewelry
- Kissing on the cheek booth
- License plates or holders with school logo
- Lunch box auctions
- Magazine subscriptions
- Megaphones
- Mistletoe
- Monograms
- Music, videos, CDs
- Newspaper space, ads
- Pet treats/toys/accessories
- Plants



### Items You Can Sell, continued

- Pocket calendars
- Pre-paid phone cards
- Raffle donations
- Rent a special parking space
- Scarves
- School art drawings
- School frisbees
- School spirit gear
- Scratch off cards
- Sell/rent wishes
- Souvenir cups
- Spirit/seasonal flags
- Stadium pillows
- Stationery
- Student directories
- Stuffed animals
- Temporary/henna tattoos
- T-shirts, sweatshirts
- Tupperware
- Valentine flowers
- Yearbook covers
- Yearbook graffiti



### Healthy Foods

- Frozen bananas
- Fruit and nut baskets
- Fruit and yogurt parfaits
- Fruit smoothies
- Lunch box auctions
- Trail mix



### Sell Custom Merchandise

- Bumper stickers/decals
- Calendars
- Cookbook made by school
- Logo air fresheners
- Scratch off cards
- T-shirts/sweatshirts

### Items Supporting Academics

- Read-A-Thon
- Science Fair
- Spelling Bee

### Things You Can Do

- Auction (teacher does something for kids)
- Bike-a-thons
- Bowling night/bowl-a-thon
- Car wash (pre-sell tickets as gifts)
- Carnivals (Halloween, Easter)
- Dances (kids, father/daughter, Sadie Hawkins)
- Family/glamour portraits
- Festivals
- Fun runs
- Gift wrapping
- Golf tournament
- Jump-rope-a-thons
- Magic show
- Raffle (movie passes, theme bags)
- Raffle (teachers do a silly activity)
- Read-a-thons
- Rent-a-teen helper (rake leaves, water gardens, mow lawns, wash dog)
- Recycling cans/bottles/paper
- Science fairs
- Singing telegrams
- Skate night/skate-a-thon
- Spelling bee
- Talent shows
- Tennis/horseshoe competition
- Treasure hunt/scavenger hunt
- Walk-a-thons
- Workshops/classes



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# Healthy Fundraising

## Ideas for Healthy Fundraising Alternatives



Candy, baked goods, soda and other foods with little nutritional value are commonly used for fundraising at school. Schools may make easy money selling these foods, but students pay the price. An environment that constantly provides children with sweets promotes unhealthy habits that can have lifelong impact. Schools can help promote a healthy learning environment by using healthy fundraising alternatives.

### Non-Food Items To Sell

- ☆ Activity theme bags
- ☆ Bath accessories
- ☆ Balloon bouquets
- ☆ Batteries
- ☆ Books, calendars
- ☆ Brick/stone/tile memorials
- ☆ Buttons, pins
- ☆ Candles
- ☆ Christmas trees
- ☆ Coffee cups, mugs
- ☆ Cookbooks
- ☆ Crafts
- ☆ Christmas ornaments
- ☆ Coupon books
- ☆ Emergency kits for cars
- ☆ First aid kits
- ☆ Flowers and bulbs
- ☆ Foot warmers
- ☆ Football seats
- ☆ Garage sale
- ☆ Garden seeds
- ☆ Giant coloring books
- ☆ Gift baskets
- ☆ Gift certificates
- ☆ Gift items
- ☆ Gift wrap, boxes and bags
- ☆ Greeting cards
- ☆ Hats
- ☆ Holiday wreaths
- ☆ House decorations
- ☆ Hugging booth
- ☆ Jewelry
- ☆ Kissing on the cheek booth
- ☆ Magazine subscriptions
- ☆ Megaphones
- ☆ Mistletoe
- ☆ Monograms
- ☆ Music, videos, CDs
- ☆ Newspaper space, ads
- ☆ Pet treats/toys/accessories
- ☆ Plants
- ☆ Pocket calendars
- ☆ Pre-paid phone cards

### Non-Food Items To Sell, (cont.)

- ☆ Raffle donations
- ☆ Rent a special parking space
- ☆ Scarves
- ☆ School art drawings
- ☆ Sell/rent wishes
- ☆ Spirit/seasonal flags
- ☆ Stadium pillows
- ☆ Stationery
- ☆ Student directories
- ☆ Stuffed animals
- ☆ Temporary tattoos
- ☆ Tupperware
- ☆ Valentine flowers
- ☆ Yearbook covers
- ☆ Yearbook graffiti

### Customized Merchandise

- ☆ Bumper stickers/decal
- ☆ Calendars
- ☆ Cookbook made by school
- ☆ License plates or holders with school logo
- ☆ Logo air fresheners
- ☆ Logo stickers
- ☆ Scratch off cards
- ☆ School frisbees
- ☆ School spirit gear
- ☆ Souvenir cups
- ☆ T-shirts/sweatshirts

### Healthy Foods

- ☆ Fresh and exotic fruit, like cases of citrus fruit
- ☆ Frozen bananas
- ☆ Fruit and nut baskets
- ☆ Fruit and yogurt parfaits
- ☆ Fruit smoothies
- ☆ High quality potatoes, onions or other produce items
- ☆ Lunch box auctions
- ☆ Nuts
- ☆ Popcorn
- ☆ Trail mix

### Fundraising Events

- ☆ 3-on-3 basketball tournaments
- ☆ Auction (teacher does something for kids)
- ☆ Bike-a-thons
- ☆ Bowling night/bowl-a-thon
- ☆ Car wash (pre-sell tickets as gifts)
- ☆ Carnivals (Halloween, Easter)
- ☆ Dances (kids, father/daughter, Sadie Hawkins)
- ☆ Family game nights
- ☆ Family/glamour portraits
- ☆ Festivals
- ☆ Fun runs
- ☆ Gift wrapping
- ☆ Golf tournament
- ☆ Jump-rope-a-thons
- ☆ Lunch box auctions
- ☆ Magic show
- ☆ Raffle (movie passes, theme bags)
- ☆ Raffle (teachers do a silly activity)
- ☆ Rent-a-teen helper (clean windows, wash dog, mow lawns)
- ☆ Recycling cans/bottles/paper
- ☆ Silent Auctions
- ☆ Singing telegrams
- ☆ Skate night/skate-a-thon
- ☆ Talent shows
- ☆ Tennis/horseshoe competition
- ☆ Treasure hunt/scavenger hunt
- ☆ Walk-a-thons
- ☆ Workshops/classes

### Events Supporting Academics

- ☆ Read-A-Thon
- ☆ Science Fair
- ☆ Spelling Bee





# Alternatives to Food as Reward

## Promoting a Healthy School Environment



Food is commonly used to reward students for good behavior and academic performance. It's an easy, inexpensive and powerful tool to bring about immediate short-term behavior change. Yet, using food as reward has many negative consequences that go far beyond the short-term benefits of good behavior or performance.

Research clearly demonstrates that healthy kids learn better. To provide the best possible learning environment for children, schools must provide an environment that supports healthy behaviors. Students need to receive consistent, reliable health information and ample opportunity to use it. Finding alternatives to food rewards is an important part of providing a healthy school environment.



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*"Rewarding children with unhealthy foods in school undermines our efforts to teach them about good nutrition. It's like teaching children a lesson on the importance of not smoking, and then handing out ashtrays and lighters to the kids who did the best job listening."*  
Marlene Schwartz, PhD, Co-Director, Rudd Center for Food Policy and Obesity, Yale University

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## Consequences of Using Food as Reward



**Compromises Classroom Learning:** Schools are institutions designed to teach and model appropriate behaviors and skills to children. Nutrition principles taught in the classroom are meaningless if they are contradicted by rewarding children with candy and other sweets. It's like saying, "You need to eat healthy foods to feel and do your best, but when you behave or perform your best, you will be rewarded with unhealthy food." Classroom learning about nutrition will remain strictly theoretical if schools regularly model unhealthy behaviors.

**Contributes to Poor Health:** Foods commonly used as rewards (like candy and cookies) can contribute to health problems for children, e.g., obesity, diabetes, hypertension and cavities. Food rewards provide unneeded calories and displace healthier food choices.

**Encourages Overconsumption of Unhealthy Foods:** Foods used as rewards are typically "empty calorie" foods — high in fat, sugar and salt with little nutritional value. Decreasing the availability of empty calorie foods is one strategy schools can use to address the current childhood obesity epidemic.

**Contributes to Poor Eating Habits:** Rewarding with food can interfere with children learning to eat in response to hunger and satiety cues. This teaches kids to eat when they are not hungry as a reward to themselves, and may contribute to the development of disordered eating.<sup>2,3</sup>

**Increases Preference for Sweets:** Food preferences for both sweet and non-sweet food increase significantly when foods are presented as rewards. This can teach children to prefer unhealthy foods.<sup>3,4</sup>



**About 20 percent of children are overweight.<sup>1</sup> Over the past three decades, the childhood obesity rate has more than doubled for preschool children aged 2-5 years and adolescents aged 12-19 years, and it has more than tripled for children aged 6-11 years.**





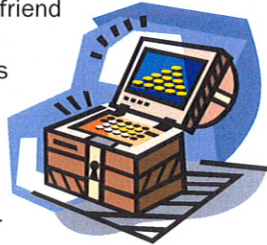
# What Schools Can Do

## Ideas for Alternatives to Using Food as a Reward <sup>5,6</sup>

Schools can help promote a healthy learning environment by using nonfood rewards. The ideas below are just a beginning and can be modified for different ages. Be creative, and don't forget the simple motivation of recognizing students for good work or behavior.

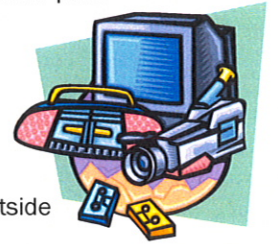
### Elementary School Students

- Make deliveries to office
- Teach class
- Sit by friends
- Eat lunch with teacher or principal
- Eat lunch outdoors with the class
- Have lunch or breakfast in the classroom
- Private lunch in classroom with a friend
- Be a helper in another classroom
- Play a favorite game or do puzzles
- Stickers, pencils, bookmarks
- Certificates
- Fun video
- Extra recess
- Walk with the principal or teacher
- Fun physical activity break
- School supplies
- Trip to treasure box filled with nonfood items (stickers, tattoos, pencils, erasers, bookmarks, desktop tents)
- Dance to favorite music in the classroom
- Paperback book
- Show-and-tell
- Bank system - Earn play money for privileges
- Teacher or volunteer reads special book to class
- Teacher performs special skill (singing, cart wheel, guitar playing, etc.)
- Read outdoors or enjoy class outdoors
- Have extra art time
- Have "free choice" time at end of the day or end of class period
- Listen with headset to a book on audiotape
- Items that can only be used on special occasions (special art supplies, computer games, toys)



### Middle School Students

- Sit with friends
- Listen to music while working at desk
- Five-minute chat break at end of class
- Reduced homework or "no homework" pass
- Extra credit
- Fun video
- Fun brainteaser activities
- Computer time
- Assemblies
- Field trips
- Eat lunch outside or have class outside



### High School Students

- Extra credit or bonus points
- Fun video
- Reduced homework
- Late homework pass
- Donated coupons to video stores, music stores or movies
- Drawings for donated prizes among students who meet certain grade standards



*Share what works! Let us know your strategies to motivate students so we can share with others.*

For more information on a healthy school environment, contact Susan Fiore, MS, RD, Nutrition Education Coordinator at [susan.fiore@ct.gov](mailto:susan.fiore@ct.gov) or (860) 807-2075.

### References

1. Ogden CL, Carroll MD, Curtin LR, McDowell MA, Tabak CJ, Flegal KM. Prevalence of overweight and obesity in the United States, 1999-2004. *JAMA* 295:1549-1555. 2006.
2. Puhl R. and Schwartz, MB (2003). If you are good you can have a cookie: The link between childhood food rules and adult eating behaviors. *Eating Behaviors*, 4, 283-293
3. Birch LL. Development of Food Preferences. *Annu Rev Nutr* 1999, 19:41-62
4. Fisher J, Birch LL. Restricting access to palatable foods affects children's behavioral response, food selection and intake. *Am J Clin Nutr* 1999;69:1264-72
5. Alternatives to Using Food as a Reward. Michigan State University Extension, 2003. <http://www.tn.fcs.msu.edu/foodrewards.pdf>
6. Non-Food Ways to Raise Funds and Reward a Job Well Done. Texas Department of Agriculture, 2004. [http://www.squaremeals.org/vgn/tda/files/2348/3614\\_1034\\_NonFoodRewards.pdf](http://www.squaremeals.org/vgn/tda/files/2348/3614_1034_NonFoodRewards.pdf)

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**Preamble**

In Compliance	Out of Compliance	
		School district engages students, parents, teachers, food service professionals, health professionals, and other interested community members in developing, implementing, and monitoring, and reviewing district wide nutrition and physical activity policies.
		All students in grades PreK-12 will have opportunities, support, and encouragement to be physically active on a regular basis.
		Foods and beverages sold or served at school meet the nutrition recommendations of the U.S. Dietary Guidelines for Americans.
		Children are provided with access to a variety of affordable, nutritious and appealing foods that meet the health and nutrition needs of students.
		Meal planning accommodates the religious, ethnic, and cultural diversity of the student body.
		Students are provided with a clean, safe, and pleasant settings and adequate time for students to eat.
		Schools provide Health Education and Physical Education to foster lifelong habits of healthy eating and physical activity.
		Schools establish linkages between health education and school meal programs, and with related community services.

**Action Plan for Areas of Non- Compliance of Preamble:**

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Attach additional sheets if necessary.

## 1- Wellness Committee

In Compliance	Out of Compliance	
		The Elmsford Union Free School District has a Wellness Committee to develop, implement, monitor, review, and, as necessary, revise school nutrition and physical activity policies.
		The wellness committee that exists consists of a group of individuals representing the school and community, and should include parents, students, and representatives of the school food authority, members of the school board (if possible), school administrators, teachers, health professionals, and members of the public.
		The wellness committee serves as a resource to school sites for implementing those policies.

### Action Plan for Areas of Non- Compliance of 1- Wellness Committee:

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Attach additional sheets if necessary

## 2- Nutritional Quality of Foods and Beverages Sold and Served on Campus

In Compliance	Out of Compliance	
		Meals served through the National School Lunch and Breakfast Programs are appealing and attractive to children.
		Meals served through the National School Lunch and Breakfast Programs are served in clean and pleasant settings.
		Meals served through the National School Lunch and Breakfast Programs meet, at a minimum, nutrition requirements established by local, state, and federal statutes and regulations.
		Meals served through the National School Lunch and Breakfast Programs offer a variety of fruits and vegetables.
		Meals served through the National School Lunch and Breakfast Programs serve only low-fat (1%) and fat-free milk and nutritionally-equivalent non-dairy alternatives (to be defined by USDA).

		Meals served through the National School Lunch and Breakfast Programs ensure that half of the served grains served are whole grains.
		Schools will notify parents and students of the availability of the School Breakfast Program.
		Schools encourage parents to provide a healthy breakfast for their children through newsletter articles, take-home materials, or other means.
		Schools make every effort to eliminate any social stigma attached to, and prevent the overt identification of, students who are eligible for free and reduced-price school meals.
		Schools provide students with at least 10 minutes to eat after sitting down for breakfast and 20 minutes after sitting down for lunch.
		Schools schedule meal periods at appropriate times.
		Schools do not schedule tutoring, club, or organizational meetings or activities during mealtimes, unless students may eat during such activities.
		Schools will provide students access to hand washing or hand sanitizing before they eat meals or snacks.
		Qualified nutrition professionals will administer the school meal programs.
		District ensures opportunities for continuing professional development for all nutrition professionals in schools, are offered on an as-needed basis.
		Schools discourage students from sharing their foods or beverages with one another during meal or snack times, given concerns about allergies and other restrictions on some children's diets.
		School service program approves and provides all food and beverage sales to students at Dixon and Grady schools.
		Food served at Dixon and Grady schools are sold as balanced meals.
		Foods and beverages sold individually should be limited to low-fat and non-fat milk and non-fried vegetables.
		Fruit and vegetable juices and fruit based drinks sold at Hamilton contain at least 50% fruit juice and do not contain caloric sweeteners.
		Beverages sold at Hamilton do not contain caffeine.
		Food items at Hamilton sold individually have no more than 35% of its calories from fat (excluding nuts, seeds, peanut butter, and other nut butters) and 10% of its calories from saturated and trans fat combined.
		Food items sold at Hamilton individually have no more than 35% of its weight from added sugars.
		Chips, cereals, crackers, French fries, baked goods, and other snack items contain no more than 230mg of sodium per serving.
		Pastas, meats, and soups contain no more than 480mg of sodium per serving.
		Pizza, sandwiches, and main dishes contain no more than 600mg of sodium per serving.
		Portion sizes of chips, crackers, popcorn, cereal, trail mix, nuts, seeds, dried fruit, or jerky sold individually weigh no more than 1.25 oz.
		Cookies sold individually weigh no more than 1 oz.
		Cereal bars, granola bars, pastries, muffins, doughnuts, bagels, and other bakery items sold individually weigh no more than 2 oz.
		Frozen desserts sold individually, including, but not limited to, low-fat or fat-free ice cream weigh no more than 4 fl oz.
		Non-fat frozen yogurt sold individually weight no more than 8 oz.
		Beverages, excluding water, weigh no more than 12 oz.
		The portion size of a la carte entrees and side dishes, including potatoes, are not be greater than the size of comparable portions offered as part of school meals.
		School fundraising activities which involve food for consumption during the school day should include only low fat and nutritious foods (See Healthy Celebrations/Healthy Foods Guidelines).
		Schools encourage fundraising activities that promote physical activity.
		Snacks served during the school day or in after-school care or enrichment programs will make a positive contribution to children's diets and health, with an emphasis on serving fruits and vegetables as the primary snacks and water as the primary beverage.
		Schools will assess if and when to offer snacks based on timing of school meals, children's nutritional needs, children's ages, and other considerations.

		Schools will not use foods or beverages as rewards for academic performance or good behavior.
		Schools will not withhold food or beverages (including food served through school meals) as a punishment.
		If celebrations involve food, they must include a healthy food item in accordance with the EUFSD guidelines (See Healthy Food Guidelines).
		Parties and celebrations being planned are done in consultation with the classroom teacher or principal and are consistent with the EUFSD guidelines (See Healthy Celebration Guidelines).
		After-school programs encourage physical activity and healthy eating and lifestyles.
		After-school programs that make food available offer healthy food and beverage options (See Healthy Food Idea Guidelines).

**Action Plan for Areas of Non-Compliance of 2- Nutritional Quality of Foods and Beverages Served on Campus**

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Attach additional sheets if necessary.

**3- Nutrition and Physical Activity Promotion and Food Marketing**

In Compliance	Out of Compliance	
		Schools engage in nutrition promotion that is part of not only health education classes, but also classroom instruction in subjects such as math, science, language arts, social sciences, and elective subjects.
		Schools engage in nutrition promotion that includes enjoyable, developmentally-appropriate, culturally-relevant, participatory activities, such as contests, promotions, taste testing, farm visits, and school gardens.
		Schools engage in nutrition promotion that promotes fruits, vegetables, whole grain products, low-fat and fat-free dairy products, healthy food preparation methods, and health-enhancing nutrition practices.
		Schools engage in nutrition promotion that emphasizes caloric balance between food intake and energy expenditure (physical activity/exercise).
		Schools engage in nutrition promotion that links with school meal programs, other school foods, and nutrition-related community services.
		Schools engage in nutrition promotion that includes training for teachers and other staff.
		School's classroom health education complements physical education by reinforcing the knowledge and self-management skills needed to maintain a physically-active lifestyle.
		Schools provide opportunities for physical activity to be incorporated into other subject lessons.

		Classroom teachers provide short physical activity breaks between lessons or classes, as appropriate.
		The district/school supports parents' efforts to provide a healthy diet and daily physical activity for their children.
		The district/school posts nutrition tips on school websites.
		Schools encourage parents to pack healthy lunches and snacks and to refrain from including beverages and foods that do not meet the nutrition standards outlined in the wellness policy.
		The district/school provides parents a list of foods that meet the district's healthy snack standards, ideas for healthy celebrations/parties, rewards, and fundraising activities.
		The district/school provides opportunities for parents to share their healthy food practices with others in the community.
		The district/school provides information about physical education and other school-based physical activity opportunities before, during, and after the school day.
		The district/school support parents' efforts to provide their children with opportunities to be physical active outside of school.
		The school district plans and implements activities and policies that support personal efforts by staff to maintain a healthy lifestyle.
		The school district's wellness committee develops, promotes, and oversees a multifaceted plan to promote staff health and wellness.

**Action Plan for Areas of Non-Compliance of 3- Nutrition Education and Promotion**

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Attach additional sheets if necessary.

**4- Physical Activity Opportunities and Physical Education**

In Compliance	Out of Compliance	
		The school district is consistent with the New York State Commissioner's Regulation 135.4, to the greatest extent possible.
		Physical education is taught by a certified physical education teacher.
		Physical education is made available to any students with disabilities (students with special health-care needs may be provided in alternative educational settings).
		Students are engaged in moderate to vigorous activity during at least 50% of physical education class time.
		Elementary schools provide students with at least 20 minutes a day of supervised recess, preferably outdoors, during which staff encourages moderate to vigorous physical activity and appropriate space and equipment is provided, to the greatest extent possible.
		Schools discourage extended periods (periods of two or more hours) of inactivity, to the greatest extent possible.
		During activities, such as mandatory school-wide testing which make it necessary for students to remain indoors for long periods of time, schools give student periodic breaks during which they are encouraged to stand and be moderately active.
		Schools offer extracurricular physical activity programs, such as physical activity clubs or intramural programs, to the greatest extent possible.

		Alexander Hamilton Jr./Sr. High School offers interscholastic sports programs, to the greatest extent possible.
		Schools offer a range of activities that meet the needs, interests, and abilities of all students, including boys, girls, students with disabilities, and students with special health-care needs.
		The district/schools will do not withhold recess or other physical activities as a form of discipline unless such action is directly related to the safety of the student or others.

**Action Plan for Areas of Non-Compliance of Component #4:**

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Attach additional sheets if necessary.

**Component 5: Monitoring and Policy Review**

In Compliance	Out of Compliance	
		The superintendent or designee will ensure compliance with established district-wide nutrition and physical activity wellness policies.
		In each school, the principal or designee ensures compliance with those policies in his/her school and reports on the school's compliance with the district superintendent or designee.
		School food service staff, at the school or district level, ensures compliance with nutrition policies within school food service areas and reports on this matter to the Deputy Superintendent.
		The school district reports on the most recent USDA school meals initiative (SMI) review findings and any resulting changes.
		The district requests an SMI review from the state ASAP if they have not received one in the past five years.

		The superintendent or designee develops a summary report every three years on district-wide compliance with the district's established nutrition and physical activity wellness policies, based on input from schools within the district.
		This report summary is provided to the school board, and also distributed to parent/teacher organizations, school principals, and school health services personnel in the district.
		Assessments will be conducted annually by each school to identify and prioritize needs of the district's existing nutrition and physical activity environment policies.
		The district, will, as necessary, revise the wellness policies and develop action plans to facilitate their implementation.

**Action Plan for Areas of Non-Compliance of Component #6:**

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## Schedule D1

### COST RESPONSIBILITY DETAIL SHEET

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

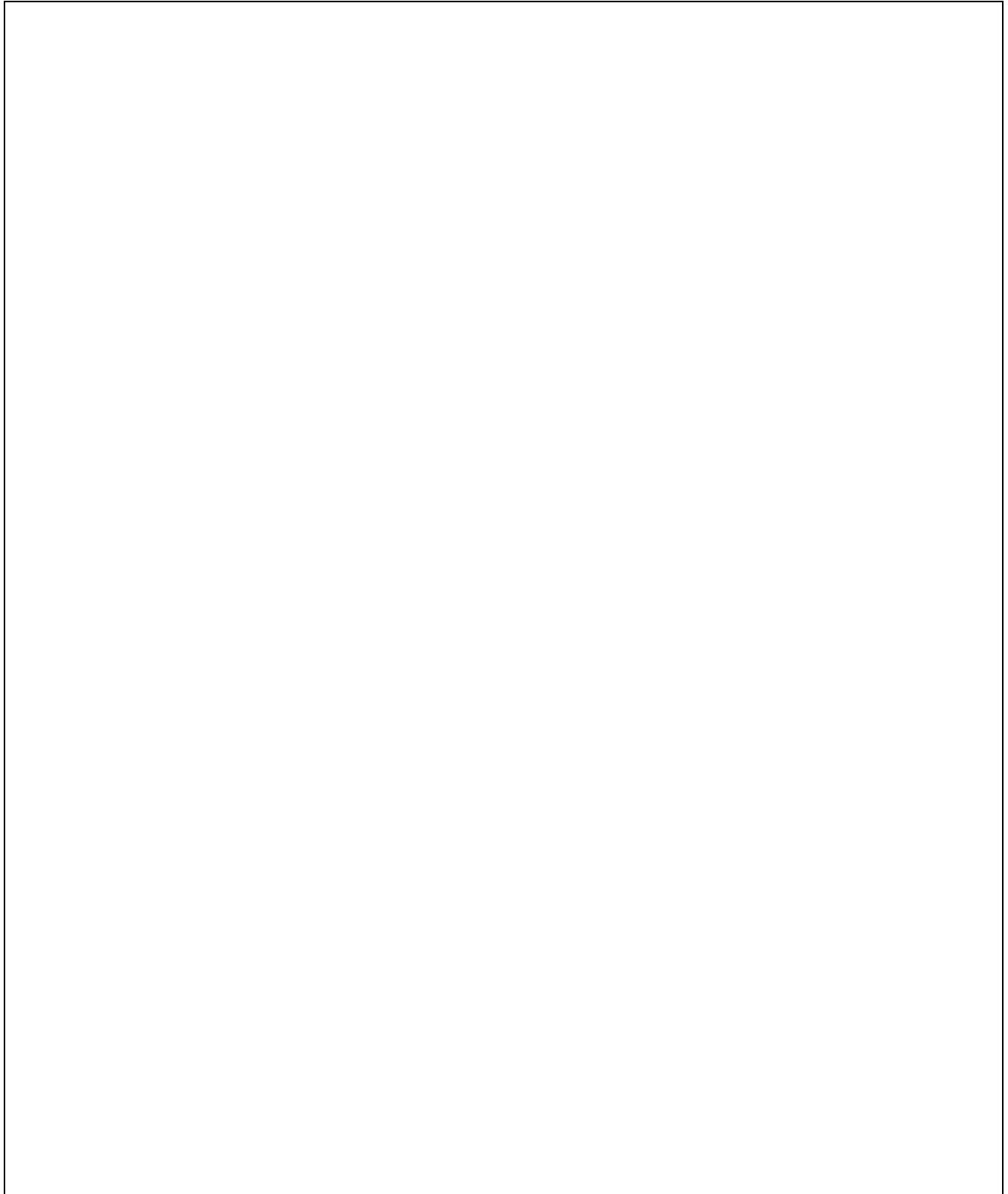
COST CATEGORY	ITEMIZED COSTS	FSMC	SFA	N/A
Food:	Food Purchases			
	Commodity Processing Charges			
	Processing & Payment of Invoices			
USDA Foods:	Processing & Fees for Service			
	Payment of Invoices			
Labor:	Wages			
	Fringe Benefits & Insurance			
	Payroll Taxes			
	Preparation & Processing of Payroll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

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



## Schedule D2

DETAILED EXPLANATIONS FROM COST RESPONSIBILITY DETAIL SHEET



**Schedule E**

ATTACH ITEMIZED INVENTORY LIST

A large, empty rectangular box with a thin black border, occupying most of the page. It is intended for an itemized inventory list as indicated by the text above it.

## Schedule F

### SCHOOL FOOD SAFETY PLAN AND ANY OTHER ADDITIONAL FOOD AND SAFETY SPECIFICATIONS

**Select the option that applies:**

The SFA will adopt and adhere to the Food Service Management Company's Food Safety Plan and other Food Safety

The SFA will establish the Food Safety Plan and other Food Safety Specifications that the Food Service Management Company must adhere to

**HAACP/Food Safety Plan Federal Regulation:**

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

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

## **Food Safety Specifications**

### **Elmsford Union Free School District**

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- FSMC must ensure that all food and supplies transported between the schools shall be handled in accordance and compliance with all local, state and federal health and safety regulations.
- FSMC must provide staff with digital thermometers. SFA will ask to review temperature records and will expect to see temperatures recorded.
- The FSMC must provide the SFA with a written standard operation procedure for the course of action should a temperature be found within the danger zone.
- The FSMC shall ensure whenever gloves are in contact with non-food items, e.g. handling money, cleaning counters, carrying boxes, etc. the food service worker must wash hands and change gloves before handling food again.
- The FSMC shall ensure employees do not eat at the serving stations or while serving customers.
- FSMC must maintain a master cleaning schedule for daily, weekly, monthly and seasonal cleaning. FSMC must have formal sanitation and housekeeping systems and procedures and have on-site schedules for those sanitation and housekeeping systems in each school.
- FSMC must notify the SFA, by phone and in writing via work order, of any malfunction of refrigerators, freezers or other equipment owned by the SFA.
- All food served to students must not re-enter the serving area for re-use in any way. For example, if a student takes milk but does not open or consume the milk, this must not be re-used by the FSMC and served to another student. Under no circumstance will any exceptions be made to this requirement. Elmsford UFSD may utilize share tables for these items.
- The FSMC must submit a corporate food allergy protocol with its bid response. Relying solely on the point of sale system to display applicable student information is insufficient. The FSMC awarded this contract must work collaboratively with the district to make medically necessary meal accommodations. Each FSMC staff member must be trained to prepare and serve food to students with food allergies.
- The FSMC must purchase food items to meet the needs of the student allergies such as lactose-free milk, gluten-free products, and any other items that may become necessary.
- If the FSMC's interactive menu platform provides access to information related to the menu including but not limited to ingredient information, allergen information and nutrition information, the information must accurately represent the products being served. Failure to display accurate ingredient, allergen, and nutrition information is a serious safety-related offense that will not be tolerated by the district and may result in financial penalties to the FSMC.

## **Schedule G**

### **STAFFING SCHEDULES AND OTHER RELATED INFORMATION**

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

Rates and Hours

Job Title	DAILY HOURS	Time Worked From: - To:	Current 2023/24 HRLY Rate /Proposed Sept 2024/2025	# of Days Paid (Including Holidays/Sick/Person l Days)	Benefit Position (Y/N)
<b>School:</b> Alexandar Hamilton HS					
Kitchen Lead/Cook	8.0	6:30am-3:00pm	\$21.86/\$22.50	180; 5 sick	Yes
Cashier 1	7.0	6:30am-1:30pm	\$16.00/\$17.00	180; 5 sick	No
Cashier 2 Deli	7.0	6:30am-1:30pm	\$17.00/\$18.00	180; 5 sick	No
FSW Deli	5.5	8:00am-1:30pm	\$16.00/\$17.00	180; 5 sick	No
FSW – Hot Line	5.0	8:30am-1:30pm	\$16.00/\$17.00	180; 5 sick	No
FSW – Hot Line	4.0	9:30am-1:30pm	\$16.00/\$17.00	180; 5 sick	No
*Food Service Worker	1.5	8:30am-10:00am	\$16.00/\$17.00	180; 5 sick	No
*Food Service Worker	1.5	8:30am-10:00am	\$16.00/\$17.00	180; 5 sick	No
Subtotal	<b>39.5</b>				
<b>School:</b> Dixon Elementary					
*Food Service Worker	3.5	10:00am-1:30pm	\$16.00/\$17.00	180; 5 sick	No
* Food Service Worker	3.5	10:00am-1:30pm	\$16.00/\$17.00	180; 5 sick	No
Subtotal	<b>7.0</b>				
<b>School:</b> Grady Elementary					
Food Service Worker	6.5	7:00am-1:30pm	\$16.00/\$17.00	180; 5 sick	No
Food Service Worker	5.5	8:00am-1:30pm	\$16.00/\$17.00	180; 5 sick	No
Cook	6.5	7:30am-2:00pm	\$16.00/\$17.00	180; 5 sick	No
Subtotal	<b>18.5</b>				
<b>TOTAL HOURS</b>					
	<b>65</b>				
Food Service Director	Salary	6:30am-3:30pm	\$28.84	11 month	Yes

## 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.

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*Name of Bidder/Company*

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*Name of Company Official-- \*See Below*

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*Signature of Company Official (Sign in Blue Ink Only)*

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*Print Name*

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*Date*

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*Email Address*

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

**G2 - Labor Cost Summary  
Management, Administrative and Clerical  
Annual Salary/Wages\*\***

The FSMC is to determine the need for additional staffing.

Other, (specify) \_\_\_\_\_ \$ \_\_\_\_\_

TOTAL SALARIES/WAGES \$ \_\_\_\_\_

1. Taxes and other payroll costs are to be included on Schedule G-3.
2. Salaries and/or charges for food service management contractor's employees should only include regularly scheduled staff, working on district premises every day.
3. Salaries and expenses for District Managers and other corporate employees cannot be included here. Any other payroll costs not identified here can only be included as an administrative expense and will not be considered under any other category.

Please note that the FSMC must provide staffing levels sufficient to quickly and efficiently serve and accept payment for student and adult purchases. The FSMC to make every effort to reduce student "time-in-line".

For purposes of this bid, all Bidders must use Labor Schedule G1 for presenting their hourly labor staffing.



**G3 - Labor Cost Summary**

Total Salaries/Wages,

From Schedule G2 \$ \_\_\_\_\_

Total Hourly Wages from Schedule G1 \$ \_\_\_\_\_

TOTAL SALARIES & WAGES \$ \_\_\_\_\_

Other Payroll Costs for all employees (please specify each item):

FICA \$ \_\_\_\_\_

Worker's Compensation \$ \_\_\_\_\_

Federal Unemployment \$ \_\_\_\_\_

State Disability \$ \_\_\_\_\_

State Unemployment \$ \_\_\_\_\_

Health Insurance, if any \$ \_\_\_\_\_

Life Insurance, if any \$ \_\_\_\_\_

Union Pension Payments \$ \_\_\_\_\_

Union Welfare Payments \$ \_\_\_\_\_

Other \_\_\_\_\_ \$ \_\_\_\_\_

Other \_\_\_\_\_ \$ \_\_\_\_\_

TOTAL OTHER PAYROLL COSTS \$ \_\_\_\_\_

TOTAL LABOR COSTS \$ \_\_\_\_\_

**G4 Labor Specifications**  
**Elmsford Union Free School District**

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FSMC must adhere to the following:

- I. Food Service Director
  - A. The Food Service Director (FSD), is a full time, salaried, on-site position dedicated exclusively to the Elmsford UFSD. The FSD shall not be involved in any other school district or facility operated by the FSMC. All work that needs to be performed for the SFA shall be completed on premises of the SFA and not at any other facility or neighboring district.
  - B. The SFA must interview any and all future candidates and approve the final selection of the Food Service Director for the district. Salary and benefits need to be extended to the FSD and effective with the start of the contract and maintained for the duration of this contract with no interruption during non-school days or other down times.
  - C. The SFA reserves the right to request removal of the Food Service Director or any other staff member should the person(s) not meet the SFA expectations for the food service operations. Any FSMC staff replacement shall be subject to the SFA's prior approval. As the FSMC is obligated to provide all labor necessary to perform the work, the SFA's rejection of any such employee shall not affect the FSMC's obligations or service standards.
  - D. The FSD assigned to the Elmsford UFSD must meet or exceed the following qualifications:
    1. Academic background in food and nutrition, food service management, dietetics, family and consumer sciences, nutrition education, culinary arts, business, or a related field;
    2. Relevant food service experience including but not limited to: managing inventory, menu planning, ordering, quantity & quality food production, commissary food production, menu planning, nutrient analysis, safety and sanitation, associate training, point of sale systems, accounting and finance;
    3. At least three (3) years of relevant school nutrition programs experience;
    4. At least one year of management experience as a leader or a multi-unit food service operation;
    5. Serv-Safe certification;
  - E. The FSD's primary role is not to be a food service worker, but instead supervise and oversee all program operations.
  - F. The FSD is not an employee of the SFA.

- G. The FSD must visit each school building at least once per week. They must monitor the operations and all FSMC staff to ensure quality and compliance.
- H. SFA must be notified by FSMC or FSD if FSD will not be on-site during meal service and/or for the day.
- I. The FSMC District Manager responsible for overseeing the FSD and operations at the SFA shall personally check in with the Assistant Superintendent for Business every time the District Manager comes on-site.
- J. The FSD shall propose a standing date and time for a monthly meeting with the Assistant Superintendent for Finance & Operations and/or Treasurer. This proposal must be made by September 30th of each school year. The date proposed shall be on or around the 15th of every month. At this meeting FSD will report the operational and financial status in all three schools as well as the district as a whole.
- K. Representatives of the FSMC, including the FSD, must attend the meetings held by the District Wellness Committee.

## II. Hourly Associates

- A. All associates must be fingerprinted before hiring at the expense of the SFA.
- B. SFA must receive a copy of fingerprinting results for all new employees within 14 days of receipt.
- C. The FSMC must notify the SFA immediately if any employees are transferred or discharged. The FSMC will promptly replace personnel who are terminated or otherwise leave the employment of the FSMC so that food quality and customer service are not impacted.
- D. The FSMC must take adequate steps to ensure operational services are not interrupted or modified due to staffing shortages. Financial penalties may be imposed for any deviation from the staffing requirements in Schedule G1 without prior SFA approval. This includes staffing shortages that, in the sole opinion of the SFA, compromise the program.
- E. Throughout the term of this agreement, labor must be sufficient to execute smooth and efficient operations without excessive lines or wait times and ensure that students have sufficient time to eat.
- F. In the event that a staffing shortage has arisen, the FSMC must be able to demonstrate to the SFA that they are pursuing filling the open positions with their best efforts. This could include but is not limited to: posting on job sites, offer referral bonuses for current employees, and posting notices on the monthly menus. Financial penalties may be invoked for continued shortages not filled.
- G. Job descriptions are required for all positions.
- H. FSMC must comply with NYS Department of Labor Standards concerning current and future wage and hour laws.

- I. All FSMC direct payroll, payroll taxes and benefits shall be broken out on the labor summary form submitted with each FSMC's response.
- J. At the SFA's discretion, the SFA may require a trained FSMC employee 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 for extracurricular activities outside regularly scheduled meal periods. The SFA may request a trained FSMC employee whether the FSMC provides food or beverages at such an event or not. The labor cost for this FSMC employee will be the responsibility of the SFA.

### III. Training

- A. All FSMC employees must be trained to respect the confidentiality of free and reduced-priced meal eligibility of students as well as any account balance information. FSMC employees must uphold the Elmsford Student Data Privacy Policy as well as Meal Charge/Anti-shaming Policy (Schedule I).
- B. Each FSMC staff member must be trained to appropriately serve items to students with food allergies and other medical conditions, to monitor health plans, and apply the appropriate protocol for responding to an allergic reaction. The FSMC awarded this contract will be required to work collaboratively with the district to make medically necessary accommodations. A corporate allergen protocol must be submitted by the FSMC with its bid response.
- C. The FSMC must maintain a manual student roster for each school at each POS, enabling the roster to be used in case of a power or internet failure to the POS system. This roster should be printed monthly from the POS system by the FSMC to ensure proper sales recognition and submission of claims.
- D. Any associate trained to run a cash register must be given their own individual login information. If there are multiple people who might work on the same register, the associates must log themselves on and off as they change duties.
- E. FSMC's must submit with their bids the names of all training programs to be offered as well as dates the planned training programs will take place.
- F. A representative of the SFA shall have the right to be present at food service staff meetings.
- G. Annual required training topics must include but may not be limited to the following:
  - 1. Civil Rights (annually, and within 30 days of employment).
  - 2. Properly build and recognize reimbursable meals.
  - 3. Maintain required accurate daily food production records.
  - 4. Food allergy protocol.
  - 5. Customer service to ensure associates politely engage with students, inform them of new menu items, explain foods that may

be unfamiliar and verbally prompt students to choose fruits and vegetables.

6. Associates must be trained to prepare food by following standardized recipes. Associates should receive recipes that are scaled to the number of portions necessary for preparation, if not however, they must be taught the logic and skills necessary to scale the recipe/ingredients manually.
  7. Associates must be trained in the proper execution of offer vs serve.
  8. Culinary Skills.
  9. Food Safety and Sanitation.
  10. Use and Care of Equipment.
- H. The FSMC must provide functional, routine training as required by job descriptions provided herein.

IV. Miscellaneous

- A. SFA may request/administer drug testing for any or all FSMC employees at any given time.

**Schedule H**

**USDA Foods Entitlement Value for 2024-2025 School Year**

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

# Entitlement/Bonus Summary Report

User : ALMONTEM0001 Maricela Almonte

Selection Criteria :

Program	[IS] [Equals] NSLP
Program Year	[IS] [Between ... and ...] 2024 & 2025
SDA Region Code	All
RA / SDA Number	[IS] [Equals] 4006377
Sold-To State	All

Description :

The Entitlement/Bonus Summary Report provides SDAs, RAs, and Co-ops a summary of their entitlement and bonus activity by program and program year. This report also allows FNS to monitor all entitlement and bonus activities by program and program year.

# Entitlement/Bonus Summary Report

Sold-To	Program	Year	Beg. Ent. Balance	DOD Fresh Amount	Ent. Order Total	Ent. Pounds	Ending Balance	Bonus Order Total	Bonus Pounds
4006377 G126 - Elmsford Union Free School Distri ELMSFORD, NY	NSLP	2024	\$41,523	\$12,152	\$29,601	27,029	\$230-	\$0	0
4006377 G126 - Elmsford Union Free School Distri ELMSFORD, NY	NSLP	2025	\$36,412	\$0	\$28,323	22,707	\$8,089	\$0	0
2 Record(s)					\$57,924	49,736	\$7,859	\$0	0



# Requisition Status Report

User : ALMONTEM0001 Maricela Almonte

## Selection Criteria :

Program	[IS] [Equals] NSLP
Req. Delivery Date	[IS] [Between ... and ...] 07/01/2024 & 06/30/2025
Material	All
Sold-To Party	All
Ship-To Party	All
Region	All
Req/Redist. Number	All
Req/Redist. Doc.Type	All
Req/Redist. # Status	All
Req. Entitle / Bonus	All
Sales Order Number	All
Purchase Order	All
Shipment Receipt Date	All

## Description :

The Requisition Status Report provides SDA, RA and Co-op users with information and status on the sales requisitions created on behalf of an RA. RAs can use this report to track activity throughout the requisition's life cycle.

# Requisition Status Report

<b>Sold-To</b>	<b>Sold-To Name</b>
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4006377	G126 - Elmsford Union Free School Distri ELMSFORD NY
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Req./Redist. Order/Item Type	Req. / Redist. Status	Delivery Period	Program	Ent. (E) Bonus (B)	Order Qty.	UoM	Ship-To	Material	Order value	Sales Order & Item #	Order Status
1000633574 100 ZREQ	Approved by SDA	12/31/2024	NSLP	E	5,354	LB	5002260 MCCAIN FOODS USA INC EASTON ME	100506 POTATO BULK FOR PROCESS FRZ	\$905.36	5000911450 4800	Approved by SDA
1000633574 200 ZREQ	Approved by SDA	12/31/2024	NSLP	E	228	LB	5005111 MCCAIN FOODS USA INC WISCONSIN RAPIDS WI	100980 SWEET POTATO BULK FRESH PROC	\$46.49	5000911449 100	Approved by SDA
1000633574 300 ZREQ	Approved by SDA	09/15/2024	NSLP	E	371	LB	5003110 RICH PRODUCTS CORPORATION MURFREESBORO TN	100912 FLOUR BREAD-BULK	\$112.08	5000914696 200	Approved by SpAgency
1000633574 400 ZREQ	Approved by SDA	10/31/2024	NSLP	E	9,742	LB	5001740 TYSON FOODS INC NEW HOLLAND PA	100103 CHICKEN LARGE CHILLED -BULK	\$14,478.56	5000915041 5700	Approved by SDA
1000633574 500 ZREQ	Approved by SDA	11/30/2024	NSLP	E	3,132	LB	5002602 LAND O'LAKES INC SPENCER WI	110242 CHEESE NAT AMER FBD BARREL-500 LB(40800)	\$6,983.11	5000914224 800	Approved by SDA
1000633574 600 ZREQ	Approved by SDA	04/15/2025	NSLP	E	290	LB	5004374 HEINZ NORTH AMERICA LOS BANOS CA	100332 TOMATO PASTE FOR BULK PROCESSING	\$241.11	5000914636 100	Approved by SDA
1000633574 700 ZREQ	Approved by SDA	07/31/2024	NSLP	E	109	LB	5001283 MICHAEL FOODS WAKEFIELD NE	100047 EGGS WHOLE LIQ BULK -TANK	\$122.08	5000914519 100	Approved by SDA

# Requisition Status Report

Req./Redist. Order/Item Type	Req. / Redist. Status	Delivery Period	Program	Ent.(E) Bonus(B)	Order Qty.	UoM	Ship-To	Material	Order value	Sales Order & Item #	Order Status
1000633574 800 ZREQ	Approved by SDA	07/15/2024	NSLP	E	477	LB	5005090 Tyson Foods / Advance Pierre FAIRFIELD OH	100154 BEEF COARSE GROUND FRZ CTN-60 LB	\$1,680.52	5000914588 200	Approved by SDA
1000633574 900 ZREQ	Approved by SDA	08/15/2024	NSLP	E	284	LB	5002704 Tysons Foods/ Bosco Pizza Co WARREN MI	110244 CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	\$594.81	5000914431 100	Approved by SDA
1000633708 100 ZREQ	Approved by SDA	08/15/2024	NSLP	E	3	CS	5007083 FoodCo Distributors, Inc. (Area G) EATONTOWN NJ	100117 CHICKEN FAJITA STRIPS CTN-30 LB	\$236.17	5000918470 200	Approved by SDA
1000633708 200 ZREQ	Approved by SDA	12/15/2024	NSLP	E	2	CS	5007083 FoodCo Distributors, Inc. (Area G) EATONTOWN NJ	100117 CHICKEN FAJITA STRIPS CTN-30 LB	\$157.45	5000918466 200	Approved by SDA
1000633708 300 ZREQ	Approved by SDA	10/15/2024	NSLP	E	3	CS	5007083 FoodCo Distributors, Inc. (Area G) EATONTOWN NJ	110462 CHICKEN STRIPS FRZ CTN-30 LB	\$166.64	5000919069 300	Approved by SDA
1000633708 400 ZREQ	Approved by SDA	02/15/2025	NSLP	E	2	CS	5007083 FoodCo Distributors, Inc. (Area G) EATONTOWN NJ	110462 CHICKEN STRIPS FRZ CTN-30 LB	\$111.09	5000919121 300	Approved by SDA
1000633708 500 ZREQ	Approved by SDA	10/15/2024	NSLP	E	1	CS	5007083 FoodCo Distributors, Inc. (Area G) EATONTOWN NJ	100351 BEANS GREEN FRZ CTN-30 LB	\$23.01	5000907653 400	Approved by SDA

# Requisition Status Report

Req./Redist. Order/Item Type	Req. / Redist. Status	Delivery Period	Program	Ent.(E) Bonus(B)	Order Qty.	UoM	Ship-To	Material	Order value	Sales Order & Item #	Order Status
1000633708 600 ZREQ	Approved by SDA	12/15/2024	NSLP	E	2	CS	5007083 FoodCo Distributors, Inc. (Area G) EATONTOWN NJ	100351 BEANS GREEN FRZ CTN-30 LB	\$46.01	5000907490 600	Approved by SDA
1000633708 700 ZREQ	Approved by SDA	03/15/2025	NSLP	E	2	CS	5007083 FoodCo Distributors, Inc. (Area G) EATONTOWN NJ	100351 BEANS GREEN FRZ CTN-30 LB	\$46.01	5000907487 600	Approved by SDA
1000633708 800 ZREQ	Approved by SDA	10/15/2024	NSLP	E	1	CS	5007083 FoodCo Distributors, Inc. (Area G) EATONTOWN NJ	110473 BROCCOLI FRZ CTN-30 LB	\$56.10	5000909067 300	Approved by SDA
1000633708 900 ZREQ	Approved by SDA	11/15/2024	NSLP	E	2	CS	5007083 FoodCo Distributors, Inc. (Area G) EATONTOWN NJ	110473 BROCCOLI FRZ CTN-30 LB	\$112.21	5000909044 400	Approved by SDA
1000633708 1000 ZREQ	Approved by SDA	01/15/2025	NSLP	E	2	CS	5007083 FoodCo Distributors, Inc. (Area G) EATONTOWN NJ	110473 BROCCOLI FRZ CTN-30 LB	\$112.21	5000908934 400	Approved by SDA
1000633708 1100 ZREQ	Approved by SDA	02/15/2025	NSLP	E	2	CS	5007083 FoodCo Distributors, Inc. (Area G) EATONTOWN NJ	110473 BROCCOLI FRZ CTN-30 LB	\$112.21	5000908860 400	Approved by SDA
1000633708 1200 ZREQ	Approved by SDA	04/15/2025	NSLP	E	1	CS	5007083 FoodCo Distributors, Inc. (Area G) EATONTOWN NJ	110473 BROCCOLI FRZ CTN-30 LB	\$56.10	5000908798 400	Approved by SDA

# Requisition Status Report

Req./Redist. Order/Item Type	Req. / Redist. Status	Delivery Period	Program	Ent.(E) Bonus(B)	Order Qty.	UoM	Ship-To	Material	Order value	Sales Order & Item #	Order Status
1000633708 1300 ZREQ	Approved by SDA	10/15/2024	NSLP	E	2	CS	5007083 FoodCo Distributors, Inc. (Area G) EATONTOWN NJ	100352 CARROTS FRZ CTN-30 LB	\$41.62	5000911628 400	Approved by SDA
1000633708 1400 ZREQ	Approved by SDA	01/15/2025	NSLP	E	2	CS	5007083 FoodCo Distributors, Inc. (Area G) EATONTOWN NJ	100352 CARROTS FRZ CTN-30 LB	\$41.62	5000911547 400	Approved by SDA
1000633708 1500 ZREQ	Approved by SDA	03/15/2025	NSLP	E	4	CS	5007083 FoodCo Distributors, Inc. (Area G) EATONTOWN NJ	100352 CARROTS FRZ CTN-30 LB	\$83.23	5000911471 600	Approved by SDA
1000633708 1600 ZREQ	Approved by SDA	10/15/2024	NSLP	E	3	CS	5007083 FoodCo Distributors, Inc. (Area G) EATONTOWN NJ	100313 CORN WHOLE KERNEL(LIQ) CAN-6/10	\$71.65	5000911821 200	Approved by SDA
1000633708 1700 ZREQ	Approved by SDA	12/15/2024	NSLP	E	3	CS	5007083 FoodCo Distributors, Inc. (Area G) EATONTOWN NJ	100313 CORN WHOLE KERNEL(LIQ) CAN-6/10	\$71.65	5000911779 200	Approved by SDA
1000633708 1800 ZREQ	Approved by SDA	03/15/2025	NSLP	E	2	CS	5007083 FoodCo Distributors, Inc. (Area G) EATONTOWN NJ	100313 CORN WHOLE KERNEL(LIQ) CAN-6/10	\$47.76	5000911681 500	Approved by SDA
1000633708 1900 ZREQ	Approved by SDA	08/15/2024	NSLP	E	1	CS	5007083 FoodCo Distributors, Inc. (Area G) EATONTOWN NJ	110361 APPLESAUCE CUP-96/4.5	\$19.81	5000908613 300	Approved by SDA

# Requisition Status Report

Req./Redist. Order/Item Type	Req. / Redist. Status	Delivery Period	Program	Ent.(E) Bonus(B)	Order Qty.	UoM	Ship-To	Material	Order value	Sales Order & Item #	Order Status
1000633708 2000 ZREQ	Approved by SDA	10/15/2024	NSLP	E	1	CS	5007083 FoodCo Distributors, Inc. (Area G) EATONTOWN NJ	110361 APPLESAUCE CUP-96/4.5	\$19.81	5000908438 200	Approved by SDA
1000633708 2100 ZREQ	Approved by SDA	12/15/2024	NSLP	E	1	CS	5007083 FoodCo Distributors, Inc. (Area G) EATONTOWN NJ	110361 APPLESAUCE CUP-96/4.5	\$19.81	5000908435 200	Approved by SDA
1000633708 2200 ZREQ	Approved by SDA	02/15/2025	NSLP	E	1	CS	5007083 FoodCo Distributors, Inc. (Area G) EATONTOWN NJ	110361 APPLESAUCE CUP-96/4.5	\$19.81	5000909386 300	Approved by SDA
1000633708 2300 ZREQ	Approved by SDA	03/15/2025	NSLP	E	1	CS	5007083 FoodCo Distributors, Inc. (Area G) EATONTOWN NJ	110361 APPLESAUCE CUP-96/4.5	\$19.81	5000909368 400	Approved by SDA
1000633708 2400 ZREQ	Approved by SDA	04/15/2025	NSLP	E	1	CS	5007083 FoodCo Distributors, Inc. (Area G) EATONTOWN NJ	110361 APPLESAUCE CUP-96/4.5	\$19.81	5000909284 400	Approved by SDA
1000633708 2500 ZREQ	Approved by SDA	08/15/2024	NSLP	E	2	CS	5007083 FoodCo Distributors, Inc. (Area G) EATONTOWN NJ	110623 BLUEBERRY HIGHBUSH FRZ CTN-12/2.5 LB	\$75.83	5000910549 500	Approved by SDA
1000633708 2600 ZREQ	Approved by SDA	12/15/2024	NSLP	E	2	CS	5007083 FoodCo Distributors, Inc. (Area G) EATONTOWN NJ	110623 BLUEBERRY HIGHBUSH FRZ CTN-12/2.5 LB	\$75.83	5000910551 500	Approved by SDA

# Requisition Status Report

Req./Redist. Order/Item Type	Req. / Redist. Status	Delivery Period	Program	Ent.(E) Bonus(B)	Order Qty.	UoM	Ship-To	Material	Order value	Sales Order & Item #	Order Status
1000633708 2700 ZREQ	Cancelled	02/15/2025	NSLP	E	2	CS	5007083 FoodCo Distributors, Inc. (Area G) EATONTOWN NJ	110623 BLUEBERRY HIGHBUSH FRZ CTN-12/2.5 LB	\$0.00		
1000633708 2800 ZREQ	Approved by SDA	10/15/2024	NSLP	E	2	CS	5007083 FoodCo Distributors, Inc. (Area G) EATONTOWN NJ	100212 MIXED FRUIT EX LT CAN-6/10	\$91.78	5000909635 200	Approved by SDA
1000633708 2900 ZREQ	Approved by SDA	12/15/2024	NSLP	E	2	CS	5007083 FoodCo Distributors, Inc. (Area G) EATONTOWN NJ	100212 MIXED FRUIT EX LT CAN-6/10	\$91.78	5000909633 300	Approved by SDA
1000633708 3000 ZREQ	Approved by SDA	02/15/2025	NSLP	E	2	CS	5007083 FoodCo Distributors, Inc. (Area G) EATONTOWN NJ	100212 MIXED FRUIT EX LT CAN-6/10	\$91.78	5000909599 300	Approved by SDA
1000633708 3100 ZREQ	Approved by SDA	04/15/2025	NSLP	E	2	CS	5007083 FoodCo Distributors, Inc. (Area G) EATONTOWN NJ	100212 MIXED FRUIT EX LT CAN-6/10	\$91.78	5000909598 400	Approved by SDA
1000633708 3200 ZREQ	Approved by SDA	10/15/2024	NSLP	E	2	CS	5007083 FoodCo Distributors, Inc. (Area G) EATONTOWN NJ	100225 PEARS DICED EX LT CAN-6/10	\$70.00	5000909698 400	Approved by SDA
1000633708 3300 ZREQ	Approved by SDA	11/15/2024	NSLP	E	2	CS	5007083 FoodCo Distributors, Inc. (Area G) EATONTOWN NJ	100225 PEARS DICED EX LT CAN-6/10	\$70.00	5000909692 500	Approved by SDA

# Requisition Status Report

Req./Redist. Order/Item Type	Req. / Redist. Status	Delivery Period	Program	Ent.(E) Bonus(B)	Order Qty.	UoM	Ship-To	Material	Order value	Sales Order & Item #	Order Status
1000633708 3400 ZREQ	Approved by SDA	01/15/2025	NSLP	E	2	CS	5007083 FoodCo Distributors, Inc. (Area G) EATONTOWN NJ	100225 PEARS DICED EX LT CAN-6/10	\$70.00	5000909689 400	Approved by SDA
1000633708 3500 ZREQ	Approved by SDA	03/15/2025	NSLP	E	2	CS	5007083 FoodCo Distributors, Inc. (Area G) EATONTOWN NJ	100225 PEARS DICED EX LT CAN-6/10	\$70.00	5000909681 400	Approved by SDA
1000633708 3600 ZREQ	Approved by SDA	10/15/2024	NSLP	E	2	CS	5007083 FoodCo Distributors, Inc. (Area G) EATONTOWN NJ	100225 PEARS DICED EX LT CAN-6/10	\$70.00	5000909698 400	Approved by SDA
1000633708 3700 ZREQ	Approved by SDA	11/15/2024	NSLP	E	2	CS	5007083 FoodCo Distributors, Inc. (Area G) EATONTOWN NJ	100225 PEARS DICED EX LT CAN-6/10	\$70.00	5000909692 500	Approved by SDA
1000633708 3800 ZREQ	Approved by SDA	01/15/2025	NSLP	E	2	CS	5007083 FoodCo Distributors, Inc. (Area G) EATONTOWN NJ	100225 PEARS DICED EX LT CAN-6/10	\$70.00	5000909689 400	Approved by SDA
1000633708 3900 ZREQ	Approved by SDA	03/15/2025	NSLP	E	2	CS	5007083 FoodCo Distributors, Inc. (Area G) EATONTOWN NJ	100225 PEARS DICED EX LT CAN-6/10	\$70.00	5000909681 400	Approved by SDA
1000633708 4000 ZREQ	Approved by SDA	10/15/2024	NSLP	E	2	CS	5007083 FoodCo Distributors, Inc. (Area G) EATONTOWN NJ	110860 STRAWBERRY SLICES UNSWT IQF CTN-6/5 LB	\$92.08	5000910553 400	Approved by SDA



# Requisition Status Report

Req./Redist. Order/Item Type	Req. / Redist. Status	Delivery Period	Program	Ent.(E) Bonus(B)	Order Qty.	UoM	Ship-To	Material	Order value	Sales Order & Item #	Order Status
1000633708 4100 ZREQ	Approved by SDA	11/15/2024	NSLP	E	2	CS	5007083 FoodCo Distributors, Inc. (Area G) EATONTOWN NJ	110860 STRAWBERRY SLICES UNSWT IQF CTN-6/5 LB	\$92.08	5000910630 400	Approved by SDA
1000633708 4200 ZREQ	Approved by SDA	01/15/2025	NSLP	E	2	CS	5007083 FoodCo Distributors, Inc. (Area G) EATONTOWN NJ	110860 STRAWBERRY SLICES UNSWT IQF CTN-6/5 LB	\$92.08	5000910632 600	Approved by SDA
1000633708 4300 ZREQ	Approved by SDA	03/15/2025	NSLP	E	2	CS	5007083 FoodCo Distributors, Inc. (Area G) EATONTOWN NJ	110860 STRAWBERRY SLICES UNSWT IQF CTN-6/5 LB	\$92.08	5000910708 600	Approved by SDA

52 Record(s)

20,070

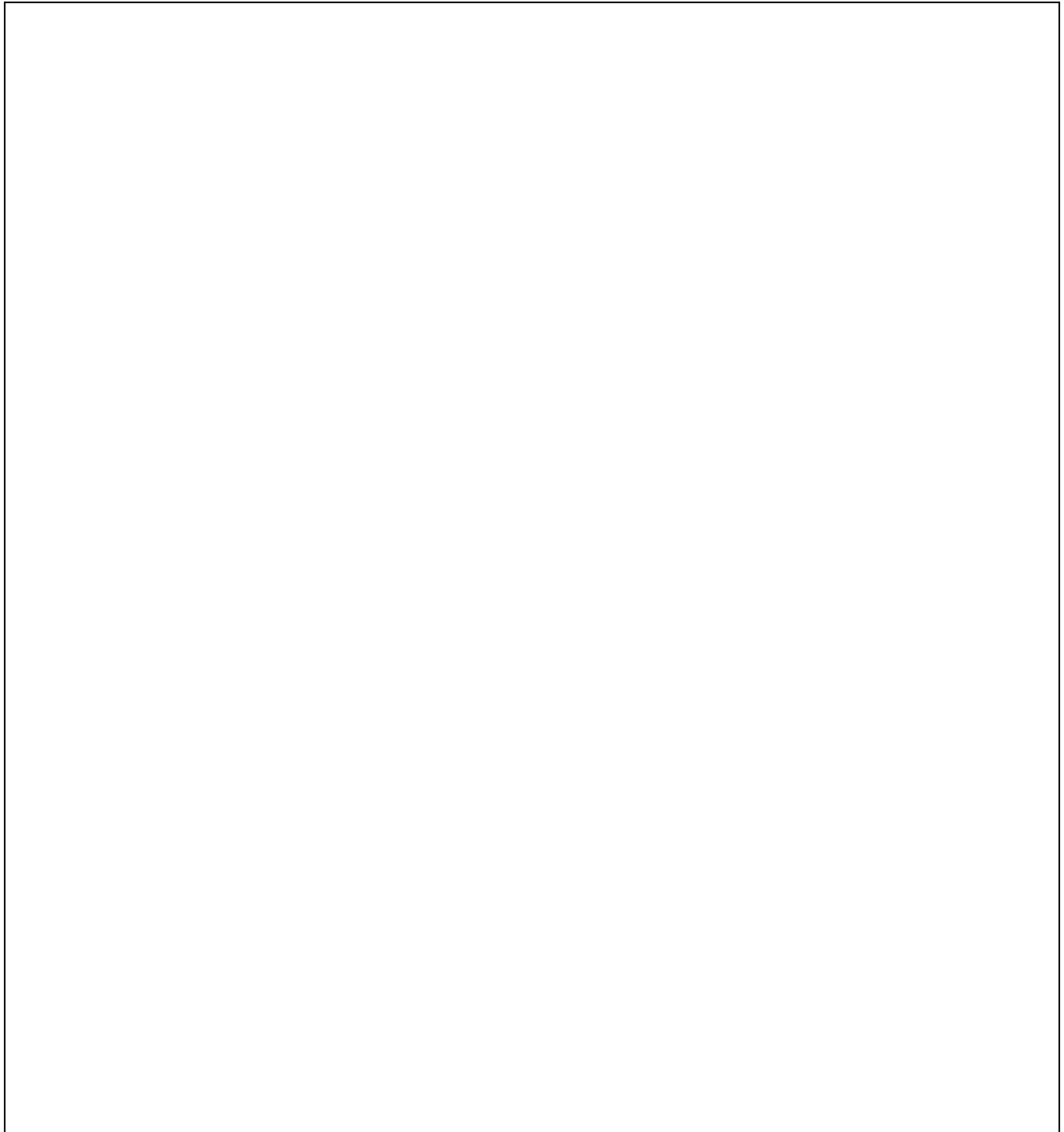
\$28,322.820

## Schedule I

### ADDITIONAL SCHEDULES

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

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

A large, empty rectangular box with a thin black border, intended for attaching additional schedules as specified in the text above. The box is currently blank.

Site Visitation Verification Form

This form is to certify that the bidder has visited each of the school locations in the Elmsford Union Free School District.

<b>Name of School</b>	<b>Visited - Yes/No</b>
Alexander Hamilton High School	
Alice E. Grady Elementary School	
Carl L. Dixon Primary School	

Name of Management Company: \_\_\_\_\_

Name of Representative (please print): \_\_\_\_\_

Signature of Representative: \_\_\_\_\_

Date: \_\_\_\_\_

School Listings

**Carl L. Dixson Primary School, Grades K-1**

22 South Hillside Avenue  
Elmsford, NY 10523  
914-592-2092

**Alice E. Grady Elementary School, Grades 2-6**

45 Cobb Lane  
Elmsford, NY 10523  
914-592-8962

**Alexander Hamilton Jr./Sr. High School, Grades 7-12**

98 South Goodwin Ave  
Elmsford, NY 10523  
High School 777-4802, Middle School 777-4702

**Proposal Format and Contents**  
**Elmsford Union Free School District**

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- I. Letter of Transmittal, which includes:
  - A. An introduction of the FSMC.
  - B. The name, address and telephone number of the person to be contacted, along with others who are authorized to represent the company in dealing with the SFA and this RFP.
  - C. A description of the FSMC's ability and desire to meet the requirements of the RFP, and a positive assertion of the FSMC's intention to do so.
  - D. Any other responsive information not otherwise included in the proposal
- II. Executive Summary, which:
  - A. Briefly describes the FSMC's approach to the proposal and clearly indicates any options or alternatives.
  - B. Indicates any major requirements that cannot be met by the FSMC.
  - C. Highlights the major features of the proposal and identifies any supporting information considered pertinent and responsive.
- III. Price/Cost information:
  - A. List and describe any and all costs to the SFA for any management fee on a per meal basis.
  - B. List and describe any and all costs to the SFA for any administrative fee on a per meal basis.
  - C. List payment terms and arrangements.
  - D. Complete financial forms provided under Section 16 Titled "Bid Form (Option 1)" and "Exhibit #1: 2023-2024 Annual Financial Budget Projection".
- IV. Experience, References and Service Capability:
  - A. Provide documentation on any accounts lost or not renewed and the reasons for such during the last five years.
  - B. Include a resume or listing of the qualifications for the proposed Food Service Director for the SFA which must meet USDA Hiring Standards and Professional Standards as well as SFA specifications.
  - C. Include the resume and background of the person who will supervise the work of the Food Service Director and how the FSMC will ensure optimal performance.
  - D. Include a table of the FSMC organization and a plan for managing, supervising and staffing.
  - E. Include a FSMC organization chart including all positions that are non-school based.
  - F. Include a transition plan, which shall indicate the activities, procedures, timetable, and support personnel involved in the implementation of services.
  - G. Include three (3) Administrative Review Overview Reports

1. Must be New York SFAs of similar size and operation. If FSMC has less than three accounts, FSMC must substitute schools of similar size and operation located in another state.
  2. Must be the most recent reviews conducted.
- V. Financial Condition:
- A. Provide data to indicate the financial condition of the company.
  - B. Provide audited financial statements for each of the last three (3) years.
  - C. Detail the financial parameters of the program.
- VI. Accounting and Reporting Systems:
- A. Describe complete accounting procedures used to address:
    1. Method of collecting, reconciling, and reporting sales.
    2. Internal control of cash handling.
    3. Internal audit procedures.
  - B. Provide examples of the reports the FSMC will provide the SFA and the frequency of each.
  - C. Provide a sample of a monthly invoice to the SFA.
- VII. Personnel Management and Training:
- A. Describe training and development programs provided for employees and management personnel to meet the USDA Professional Standards for School Nutrition Professionals requirements.
  - B. Describe the proposed benefits package for employees.
  - C. Provide corporate allergy protocol.
  - D. Provide HAACP Plan, relevant sanitation programs, and food safety plan
- VIII. Innovation and Promotion of the School Lunch Program:
- A. Describe how the FSMC's proposed school food service program for the SFA differs from the SFA's current school food service program. Describe the costs and benefits of the proposed program. Describe how the FSMC would implement changes with specific, relevant examples. The proposal must include a staffing model.
  - B. Describe how the FSMC would involve employees to use their expertise and experience in making future innovations.
  - C. Provide examples of service and merchandising programs.
  - D. Describe the FSMC's philosophy regarding promotion (increasing awareness and participation) of the school food service program. How would the FSMC implement this philosophy in our SFA? Provide specific, relevant examples.
- IX. Involvement of Students, Staff and Community:
- A. Describe the FSMC's philosophy and plans regarding involvement of students, teachers, building administrators and parents in program evaluation, menu development, menu item preference and acceptance and discussion of nutritional issues, etc.
  - B. Provide specific, relevant examples of involvement effort and results, by SFA client, where applicable.
- X. Menu Selection, Use of USDA Foods, Food Quality and Portion Size:
- A. Describe the FSMC's philosophy regarding each of the following:

1. Menu Selection.
  2. Use of USDA foods.
  3. Food Quality.
  4. Portion Quantities.
  5. Procurement.
- B. Describe how the FSMC will ensure they will meet the Buy American Provision.
- C. Provide sample menus using SFA-developed menus.
- D. Provide Specification sheets with grade, weight, nutritional qualities, and item labels for all products not included in the SFA's Schedule B.
- XI. Support for Farm to School:
- A. Describe how FSMC proposes to expand SFA's participation in Farm to School.
  - B. Describe current partnerships with NY farms. If none, describe your process for building new partnerships in the State.
  - C. Provide an estimated percentage of produce the FSMC will be able to purchase from NY farms of total produce purchased.
- XII. Performance and Proposal Bond:
- A. The FSMC shall submit with its proposal, a bid guarantee for five percent (10%) of the total bid price in the form of a firm commitment such as a bid bond, certified check, cashier's check or postal money order. Bid guarantees will be returned to: (a) unsuccessful FSMCs after award of the contract; and (b) to the successful FSMC upon execution of such further contractual documents (e.g. insurance coverage) and bonds as required by the proposal.
  - B. The FSMC shall submit a surety letter of intent or equal from a bonding company which demonstrates the FSMC's ability to acquire a performance bond as described in the contract (10% of annual projected operating costs), should it be awarded.
- XIII. Submission of Proposal:
- A. Clarification of interpretation must be made to the SFA prior to submission of a proposal.
  - B. Two (2) hardcopies and one (1) digital copy of the entire proposal must be submitted by the due date and time.

# Elmsford Union Free School District 2024-2025 School Year Calendar

28-29 Supt Conf. Day STAFF ONLY  
2 Labor Day  
3 Schools Open

Staff - 22 Students - 20

SEPTEMBER 2024				
M	T	W	Th	F
		28	29	30
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

OCTOBER 2024				
M	T	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

3-4 Rosh Hashanah  
14 Columbus Day

Staff - 20 Students - 20

5 Supt Conf Day - STAFF ONLY  
11 Veteran's Day  
22 Parent/Teacher Conferences  
- ½ day for students  
27 Staff Development Day  
- ½ day for students  
28-29 Thanksgiving Break

Staff - 18 Students - 17

NOVEMBER 2024				
M	T	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

DECEMBER 2024				
M	T	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

23-31 Holiday Recess

Staff - 15 Students - 15

1-3 Holiday Recess  
20 Martin Luther King Jr. Day  
29 Lunar New Year

Staff - 18 Students - 18

JANUARY 2025				
M	T	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

FEBRUARY 2025				
M	T	W	Th	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

17-21 Winter Break

Staff - 15 Students - 15

Staff Development Day  
- ½ day for students

Staff - 21 Students - 21

MARCH 2025				
M	T	W	Th	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

APRIL 2025				
M	T	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

14-18 Spring Recess

Staff - 17 Students - 17

26 Memorial Day Holiday

Staff - 21 Students - 21





MAY 2025				
M	T	W	Th	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

JUNE 2025				
M	T	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

19 Juneteenth  
25-27 ½ day for students  
27 Last day of School

Staff - 19 Students - 19

**KEY:**

	Oval	First & Last Days of School
	Black	Schools Closed
	Vertical Lines	½ Day for Students
	Dark Grey	No students - STAFF ONLY

Staff - \*Including Staff Opening Days - 186 Students - 183

If additional days are needed due to school closings, days will be deducted from vacation as follows: **April 14, April 15, April 16 etc.**

If there are unused "snow days," the following two days will be used as "vacation days:" May 23, 27

Check eufsd.org for the most recent version of the school calendar.

**Adopted by Elmsford Board of Education: February 15, 2024**





# Child Nutrition Management System

[PROGRAM >](#)

[CLAIMS >](#)

[REPORTS >](#)

[ADMIN >](#)

[Lunch - Sep 2022](#)

## SFA Claim Profile

**Elmsford UFSD - 660409020000**

Maricela Almonte  
646-249-0491  
98 S Goodwin Ave  
Elmsford, NY 10523-3769

**Breakfast - September 2022**

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

SFA/Recipient		Enrollment	Eligibles		Counts				Additional Information			
Name	LEA Code		Free	Reduced	Free	Reduced	Paid	Total	DOS	ADP	Status	Comments
<b>Elmsford UFSD</b>	<b>660409020000</b>	914	449	29	517	18	319	854	16	54.904	Submit	
<a href="#">Alice E Grady Elementary School</a>	<b>660409020002</b>	402	197	14	456	16	276	748	16	46.75	Submit	
<a href="#">Alexander Hamilton High School</a>	<b>660409020003</b>	512	252	15	61	2	43	106	13	8.154	Submit	

### Late Claim History Exception Date: 09/30/07

Claim Period	School Year	Program	Outcome	Comments
Dec	2015-16	Lunch	Approved	Adjusted for DCOMP
Nov	2016-17	Breakfast	Rejected	No documentation received
Nov	2016-17	Lunch	Rejected	No documentation received
Sep	2017-18	Breakfast	Rejected	Adjusted claim but should not have for students who submitted late applications.
Sep	2017-18	Lunch	Rejected	Adjusted claim but should not have for students who submitted late applications.
Oct	2017-18	Breakfast	Rejected	Adjusted claim but should not have for students who submitted late applications.
Oct	2017-18	Lunch	Rejected	Adjusted claim but should not have for students who submitted late applications.
Nov	2019-20	Breakfast	SA Denied	See SFA CAP

### Hold History



# Child Nutrition Management System

[PROGRAM ▾](#)

[CLAIMS ▾](#)

[REPORTS ▾](#)

[ADMIN ▾](#)

[Breakfast - Sep 2022](#)

## SFA Claim Profile

**Elmsford UFSD - 660409020000**

Maricela Almonte  
646-249-0491  
98 S Goodwin Ave  
Elmsford, NY 10523-3769

**Lunch - September 2022**

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

SFA/Recipient		Enrollment	Eligibles		Counts				Additional Information			
Name	LEA Code		Free	Reduced	Free	Reduced	Paid	Total	DOS	ADP	Status	Comments
Elmsford UFSD	660409020000	1104	518	37	3738	204	2969	6911	18	406.734	Submit	
<a href="#">Alexander Hamilton High School</a>	660409020003	512	252	15	1737	47	1309	3093	18	171.833	Submit	
<a href="#">Carl L Dixon Elementary School</a>	660409020001	190	69	8	434	53	526	1013	17	59.588	Submit	
<a href="#">Alice E Grady Elementary School</a>	660409020002	402	197	14	1567	104	1134	2805	16	175.313	Submit	

### Late Claim History

Exception Date: 09/30/07

Claim Period	School Year	Program	Outcome	Comments
Dec	2015-16	Lunch	Approved	Adjusted for DCMF
Nov	2016-17	Breakfast	Rejected	No documentation received
Nov	2016-17	Lunch	Rejected	No documentation received
Sep	2017-18	Breakfast	Rejected	Adjusted claim but should not have for students who submitted late applications.
Sep	2017-18	Lunch	Rejected	Adjusted claim but should not have for students who submitted late applications.
Oct	2017-18	Breakfast	Rejected	Adjusted claim but should not have for students who submitted late applications.
Oct	2017-18	Lunch	Rejected	Adjusted claim but should not have for students who submitted late applications.



# Child Nutrition Management System

[PROGRAM >](#)

[CLAIMS >](#)

[REPORTS >](#)

[ADMIN >](#)

[Lunch - Oct 2022](#)

## SFA Claim Profile

**Elmsford UFSD - 660409020000**

Maricela Almonte  
646-249-0491  
98 S Goodwin Ave  
Elmsford, NY 10523-3769

**Breakfast - October 2022**

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

SFA/Recipient		Enrollment	Eligibles		Counts				Additional Information			
Name	LEA Code		Free	Reduced	Free	Reduced	Paid	Total	DOS	ADP	Status	Comments
<b>Elmsford UFSD</b>	<b>660409020000</b>	892	411	28	824	50	555	1429	19	75.21	Submit	
<a href="#">Alice E Grady Elementary School</a>	<b>660409020002</b>	395	184	13	674	45	429	1148	19	60.421	Submit	
<a href="#">Alexander Hamilton High School</a>	<b>660409020003</b>	497	227	15	150	5	126	281	19	14.789	Submit	

### Late Claim History Exception Date: 09/30/07

Claim Period	School Year	Program	Outcome	Comments
Dec	2015-16	Lunch	Approved	Adjusted for DCMF
Nov	2016-17	Breakfast	Rejected	No documentation received
Nov	2016-17	Lunch	Rejected	No documentation received
Sep	2017-18	Breakfast	Rejected	Adjusted claim but should not have for students who submitted late applications.
Sep	2017-18	Lunch	Rejected	Adjusted claim but should not have for students who submitted late applications.
Oct	2017-18	Breakfast	Rejected	Adjusted claim but should not have for students who submitted late applications.
Oct	2017-18	Lunch	Rejected	Adjusted claim but should not have for students who submitted late applications.
Nov	2019-20	Breakfast	SA Denied	See SFA CAP

### Hold History



# Child Nutrition Management System

[PROGRAM ▾](#)

[CLAIMS ▾](#)

[REPORTS ▾](#)

[ADMIN ▾](#)

[Breakfast - Oct 2022](#)

## SFA Claim Profile

**Elmsford UFSD - 660409020000**

Maricela Almonte  
646-249-0491  
98 S Goodwin Ave  
Elmsford, NY 10523-3769

**Lunch - October 2022**

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

SFA/Recipient		Enrollment	Eligibles		Counts				Additional Information			
Name	LEA Code		Free	Reduced	Free	Reduced	Paid	Total	DOS	ADP	Status	Comments
Elmsford UFSD	660409020000	1078	477	38	4670	317	3980	8967	19	471.947	Submit	
<a href="#">Alexander Hamilton High School</a>	660409020003	497	227	15	2033	91	1625	3749	19	197.316	Submit	
<a href="#">Carl L Dixon Elementary School</a>	660409020001	186	66	10	564	83	888	1535	19	80.789	Submit	
<a href="#">Alice E Grady Elementary School</a>	660409020002	395	184	13	2073	143	1467	3683	19	193.842	Submit	

### Late Claim History

Exception Date: 09/30/07

Claim Period	School Year	Program	Outcome	Comments
Dec	2015-16	Lunch	Approved	Adjusted for DCMF
Nov	2016-17	Breakfast	Rejected	No documentation received
Nov	2016-17	Lunch	Rejected	No documentation received
Sep	2017-18	Breakfast	Rejected	Adjusted claim but should not have for students who submitted late applications.
Sep	2017-18	Lunch	Rejected	Adjusted claim but should not have for students who submitted late applications.
Oct	2017-18	Breakfast	Rejected	Adjusted claim but should not have for students who submitted late applications.
Oct	2017-18	Lunch	Rejected	Adjusted claim but should not have for students who submitted late applications.



# Child Nutrition Management System

[PROGRAM >](#)

[CLAIMS >](#)

[REPORTS >](#)

[ADMIN >](#)

[Lunch - Nov 2022](#)

## SFA Claim Profile

**Elmsford UFSD - 660409020000**

Maricela Almonte  
646-249-0491  
98 S Goodwin Ave  
Elmsford, NY 10523-3769

**Breakfast - November 2022**

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

SFA/Recipient		Enrollment	Eligibles		Counts				Additional Information			
Name	LEA Code		Free	Reduced	Free	Reduced	Paid	Total	DOS	ADP	Status	Comments
<b>Elmsford UFSD</b>	<b>660409020000</b>	898	468	30	924	33	473	1430	19	75.264	Submit	
<a href="#">Alice E Grady Elementary School</a>	<b>660409020002</b>	398	210	15	779	32	371	1182	19	62.211	Submit	
<a href="#">Alexander Hamilton High School</a>	<b>660409020003</b>	500	258	15	145	1	102	248	19	13.053	Submit	

### Late Claim History Exception Date: 09/30/07

Claim Period	School Year	Program	Outcome	Comments
Dec	2015-16	Lunch	Approved	Adjusted for DCMF
Nov	2016-17	Breakfast	Rejected	No documentation received
Nov	2016-17	Lunch	Rejected	No documentation received
Sep	2017-18	Breakfast	Rejected	Adjusted claim but should not have for students who submitted late applications.
Sep	2017-18	Lunch	Rejected	Adjusted claim but should not have for students who submitted late applications.
Oct	2017-18	Breakfast	Rejected	Adjusted claim but should not have for students who submitted late applications.
Oct	2017-18	Lunch	Rejected	Adjusted claim but should not have for students who submitted late applications.
Nov	2019-20	Breakfast	SA Denied	See SFA CAP

### Hold History



# Child Nutrition Management System

[PROGRAM ▾](#)

[CLAIMS ▾](#)

[REPORTS ▾](#)

[ADMIN ▾](#)

[Breakfast - Nov 2022](#)

## SFA Claim Profile

**Elmsford UFSD - 660409020000**

Maricela Almonte  
646-249-0491  
98 S Goodwin Ave  
Elmsford, NY 10523-3769

**Lunch - November 2022**

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

SFA/Recipient		Enrollment	Eligibles		Counts				Additional Information			
Name	LEA Code		Free	Reduced	Free	Reduced	Paid	Total	DOS	ADP	Status	Comments
Elmsford UFSD	660409020000	1081	561	40	4846	274	3169	8289	17	487.588	Submit	
<a href="#">Alexander Hamilton High School</a>	660409020003	500	258	15	2033	75	1469	3577	17	210.412	Submit	
<a href="#">Carl L Dixon Elementary School</a>	660409020001	183	93	10	832	75	547	1454	17	85.529	Submit	
<a href="#">Alice E Grady Elementary School</a>	660409020002	398	210	15	1981	124	1153	3258	17	191.647	Submit	

### Late Claim History

Exception Date: 09/30/07

Claim Period	School Year	Program	Outcome	Comments
Dec	2015-16	Lunch	Approved	Adjusted for DCMF
Nov	2016-17	Breakfast	Rejected	No documentation received
Nov	2016-17	Lunch	Rejected	No documentation received
Sep	2017-18	Breakfast	Rejected	Adjusted claim but should not have for students who submitted late applications.
Sep	2017-18	Lunch	Rejected	Adjusted claim but should not have for students who submitted late applications.
Oct	2017-18	Breakfast	Rejected	Adjusted claim but should not have for students who submitted late applications.
Oct	2017-18	Lunch	Rejected	Adjusted claim but should not have for students who submitted late applications.



# Child Nutrition Management System

[PROGRAM](#) ▶

[CLAIMS](#) ▶

[REPORTS](#) ▶

[ADMIN](#) ▶

[Lunch - Dec 2022](#)

## SFA Claim Profile

**Elmsford UFSD - 660409020000**

Maricela Almonte  
646-249-0491  
98 S Goodwin Ave  
Elmsford, NY 10523-3769

**Breakfast - December 2022**

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

SFA/Recipient		Enrollment	Eligibles		Counts				Additional Information			
Name	LEA Code		Free	Reduced	Free	Reduced	Paid	Total	DOS	ADP	Status	Comments
<b>Elmsford UFSD</b>	<b>660409020000</b>	1079	562	36	663	21	362	1046	17	62.941	Submit	
<a href="#">Alexander Hamilton High School</a>	<b>660409020003</b>	500	259	12	34	0	29	63	17	3.706	Submit	
<a href="#">Carl L Dixon Elementary School</a>	<b>660409020001</b>	184	94	10	56	0	22	78	13	6	Submit	
<a href="#">Alice E Grady Elementary School</a>	<b>660409020002</b>	395	209	14	573	21	311	905	17	53.235	Submit	

### Late Claim History Exception Date: 09/30/07

Claim Period	School Year	Program	Outcome	Comments
Dec	2015-16	Lunch	Approved	Adjusted for DCOMP
Nov	2016-17	Breakfast	Rejected	No documentation received
Nov	2016-17	Lunch	Rejected	No documentation received
Sep	2017-18	Breakfast	Rejected	Adjusted claim but should not have for students who submitted late applications.
Sep	2017-18	Lunch	Rejected	Adjusted claim but should not have for students who submitted late applications.
Oct	2017-18	Breakfast	Rejected	Adjusted claim but should not have for students who submitted late applications.
Oct	2017-18	Lunch	Rejected	Adjusted claim but should not have for students who submitted late applications.



# Child Nutrition Management System

[PROGRAM](#) ▶

[CLAIMS](#) ▶

[REPORTS](#) ▶

[ADMIN](#) ▶

[Lunch - Dec 2022](#)

## SFA Claim Profile

**Elmsford UFSD - 660409020000**

Maricela Almonte  
646-249-0491  
98 S Goodwin Ave  
Elmsford, NY 10523-3769

**Breakfast - December 2022**

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

SFA/Recipient		Enrollment	Eligibles		Counts				Additional Information			
Name	LEA Code		Free	Reduced	Free	Reduced	Paid	Total	DOS	ADP	Status	Comments
<b>Elmsford UFSD</b>	<b>660409020000</b>	1079	562	36	663	21	362	1046	17	62.941	Submit	
<a href="#">Alexander Hamilton High School</a>	<b>660409020003</b>	500	259	12	34	0	29	63	17	3.706	Submit	
<a href="#">Carl L Dixon Elementary School</a>	<b>660409020001</b>	184	94	10	56	0	22	78	13	6	Submit	
<a href="#">Alice E Grady Elementary School</a>	<b>660409020002</b>	395	209	14	573	21	311	905	17	53.235	Submit	

### Late Claim History Exception Date: 09/30/07

Claim Period	School Year	Program	Outcome	Comments
Dec	2015-16	Lunch	Approved	Adjusted for DCOMP
Nov	2016-17	Breakfast	Rejected	No documentation received
Nov	2016-17	Lunch	Rejected	No documentation received
Sep	2017-18	Breakfast	Rejected	Adjusted claim but should not have for students who submitted late applications.
Sep	2017-18	Lunch	Rejected	Adjusted claim but should not have for students who submitted late applications.
Oct	2017-18	Breakfast	Rejected	Adjusted claim but should not have for students who submitted late applications.
Oct	2017-18	Lunch	Rejected	Adjusted claim but should not have for students who submitted late applications.





# Child Nutrition Management System

[PROGRAM ▾](#)

[CLAIMS ▾](#)

[REPORTS ▾](#)

[ADMIN ▾](#)

[Lunch - Jan 2023](#)

## SFA Claim Profile

**Elmsford UFSD - 660409020000**

Maricela Almonte  
646-249-0491  
98 S Goodwin Ave  
Elmsford, NY 10523-3769

**Breakfast - January 2023**

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

SFA/Recipient		Enrollment	Eligibles		Counts				Additional Information			
Name	LEA Code		Free	Reduced	Free	Reduced	Paid	Total	DOS	ADP	Status	Comments
<b>Elmsford UFSD</b>	<b>660409020000</b>	1075	552	41	818	35	450	1303	20	65.756	Submit	
<a href="#">Alexander Hamilton High School</a>	<b>660409020003</b>	501	257	14	60	3	50	113	20	5.65	Submit	
<a href="#">Carl L Dixon Elementary School</a>	<b>660409020001</b>	180	90	12	65	0	44	109	18	6.056	Submit	
<a href="#">Alice E Grady Elementary School</a>	<b>660409020002</b>	394	205	15	693	32	356	1081	20	54.05	Submit	

### Late Claim History Exception Date: 09/30/07

Claim Period	School Year	Program	Outcome	Comments
Dec	2015-16	Lunch	Approved	Adjusted for DCOMP
Nov	2016-17	Breakfast	Rejected	No documentation received
Nov	2016-17	Lunch	Rejected	No documentation received
Sep	2017-18	Breakfast	Rejected	Adjusted claim but should not have for students who submitted late applications.
Sep	2017-18	Lunch	Rejected	Adjusted claim but should not have for students who submitted late applications.
Oct	2017-18	Breakfast	Rejected	Adjusted claim but should not have for students who submitted late applications.
Oct	2017-18	Lunch	Rejected	Adjusted claim but should not have for students who submitted late applications.



# Child Nutrition Management System

PROGRAM ▾

CLAIMS ▾

REPORTS ▾

ADMIN ▾

[Breakfast - Jan 2023](#)

## SFA Claim Profile

**Elmsford UFSD - 660409020000**

Maricela Almonte  
646-249-0491  
98 S Goodwin Ave  
Elmsford, NY 10523-3769

**Lunch - January 2023**

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

SFA/Recipient		Enrollment	Eligibles		Counts				Additional Information			
Name	LEA Code		Free	Reduced	Free	Reduced	Paid	Total	DOS	ADP	Status	Comments
Elmsford UFSD	660409020000	1075	552	41	5308	398	3291	8997	20	449.85	Submit	
<a href="#">Alexander Hamilton High School</a>	660409020003	501	257	14	1841	94	1291	3226	20	161.3	Submit	
<a href="#">Carl L Dixon Elementary School</a>	660409020001	180	90	12	1094	155	616	1865	20	93.25	Submit	
<a href="#">Alice E Grady Elementary School</a>	660409020002	394	205	15	2373	149	1384	3906	20	195.3	Submit	

### Late Claim History Exception Date: 09/30/07

Claim Period	School Year	Program	Outcome	Comments
Dec	2015-16	Lunch	Approved	Adjusted for DCOMP
Nov	2016-17	Breakfast	Rejected	No documentation received
Nov	2016-17	Lunch	Rejected	No documentation received
Sep	2017-18	Breakfast	Rejected	Adjusted claim but should not have for students who submitted late applications.
Sep	2017-18	Lunch	Rejected	Adjusted claim but should not have for students who submitted late applications.
Oct	2017-18	Breakfast	Rejected	Adjusted claim but should not have for students who submitted late applications.
Oct	2017-18	Lunch	Rejected	Adjusted claim but should not have for students who submitted late applications.



# Child Nutrition Management System

[PROGRAM ▾](#)

[CLAIMS ▾](#)

[REPORTS ▾](#)

[ADMIN ▾](#)

[Lunch - Feb 2023](#)

## SFA Claim Profile

**Elmsford UFSD - 660409020000**

Maricela Almonte  
646-249-0491  
98 S Goodwin Ave  
Elmsford, NY 10523-3769

**Breakfast - February 2023**

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

SFA/Recipient		Enrollment	Eligibles		Counts				Additional Information			
Name	LEA Code		Free	Reduced	Free	Reduced	Paid	Total	DOS	ADP	Status	Comments
<b>Elmsford UFSD</b>	<b>660409020000</b>	1074	560	41	723	45	430	1198	14	85.571	Submit	
<a href="#">Alexander Hamilton High School</a>	<b>660409020003</b>	502	265	14	170	19	138	327	14	23.357	Submit	
<a href="#">Carl L Dixon Elementary School</a>	<b>660409020001</b>	180	90	12	52	0	32	84	14	6	Submit	
<a href="#">Alice E Grady Elementary School</a>	<b>660409020002</b>	392	205	15	501	26	260	787	14	56.214	Submit	

### Late Claim History Exception Date: 09/30/07

Claim Period	School Year	Program	Outcome	Comments
Dec	2015-16	Lunch	Approved	Adjusted for DCOMP
Nov	2016-17	Breakfast	Rejected	No documentation received
Nov	2016-17	Lunch	Rejected	No documentation received
Sep	2017-18	Breakfast	Rejected	Adjusted claim but should not have for students who submitted late applications.
Sep	2017-18	Lunch	Rejected	Adjusted claim but should not have for students who submitted late applications.
Oct	2017-18	Breakfast	Rejected	Adjusted claim but should not have for students who submitted late applications.
Oct	2017-18	Lunch	Rejected	Adjusted claim but should not have for students who submitted late applications.



# Child Nutrition Management System

[PROGRAM ▾](#)

[CLAIMS ▾](#)

[REPORTS ▾](#)

[ADMIN ▾](#)

[Breakfast - Feb 2023](#)

## SFA Claim Profile

**Elmsford UFSD - 660409020000**

Maricela Almonte  
646-249-0491  
98 S Goodwin Ave  
Elmsford, NY 10523-3769

**Lunch - February 2023**

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

SFA/Recipient		Enrollment	Eligibles		Counts				Additional Information			
Name	LEA Code		Free	Reduced	Free	Reduced	Paid	Total	DOS	ADP	Status	Comments
Elmsford UFSD	660409020000	1074	560	41	3751	261	2268	6280	13	483.077	Submit	
<a href="#">Alexander Hamilton High School</a>	660409020003	502	265	14	1465	77	970	2512	13	193.231	Submit	
<a href="#">Carl L Dixon Elementary School</a>	660409020001	180	90	12	696	97	416	1209	13	93	Submit	
<a href="#">Alice E Grady Elementary School</a>	660409020002	392	205	15	1590	87	882	2559	13	196.846	Submit	

### Late Claim History

Exception Date: 09/30/07

Claim Period	School Year	Program	Outcome	Comments
Dec	2015-16	Lunch	Approved	Adjusted for DCMF
Nov	2016-17	Breakfast	Rejected	No documentation received
Nov	2016-17	Lunch	Rejected	No documentation received
Sep	2017-18	Breakfast	Rejected	Adjusted claim but should not have for students who submitted late applications.
Sep	2017-18	Lunch	Rejected	Adjusted claim but should not have for students who submitted late applications.
Oct	2017-18	Breakfast	Rejected	Adjusted claim but should not have for students who submitted late applications.
Oct	2017-18	Lunch	Rejected	Adjusted claim but should not have for students who submitted late applications.



# Child Nutrition Management System

[PROGRAM ▾](#)

[CLAIMS ▾](#)

[REPORTS ▾](#)

[ADMIN ▾](#)

[Lunch - Mar 2023](#)

## SFA Claim Profile

**Elmsford UFSD - 660409020000**

Maricela Almonte  
646-249-0491  
98 S Goodwin Ave  
Elmsford, NY 10523-3769

**Breakfast - March 2023**

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

SFA/Recipient		Enrollment	Eligibles		Counts				Additional Information			
Name	LEA Code		Free	Reduced	Free	Reduced	Paid	Total	DOS	ADP	Status	Comments
<b>Elmsford UFSD</b>	<b>660409020000</b>	1091	574	41	1317	55	733	2105	23	91.522	Submit	
<a href="#">Alexander Hamilton High School</a>	<b>660409020003</b>	509	272	14	377	18	251	646	23	28.087	Submit	
<a href="#">Carl L Dixon Elementary School</a>	<b>660409020001</b>	186	93	12	92	0	42	134	23	5.826	Submit	
<a href="#">Alice E Grady Elementary School</a>	<b>660409020002</b>	396	209	15	848	37	440	1325	23	57.609	Submit	

### Late Claim History Exception Date: 09/30/07

Claim Period	School Year	Program	Outcome	Comments
Dec	2015-16	Lunch	Approved	Adjusted for DCOMP
Nov	2016-17	Breakfast	Rejected	No documentation received
Nov	2016-17	Lunch	Rejected	No documentation received
Sep	2017-18	Breakfast	Rejected	Adjusted claim but should not have for students who submitted late applications.
Sep	2017-18	Lunch	Rejected	Adjusted claim but should not have for students who submitted late applications.
Oct	2017-18	Breakfast	Rejected	Adjusted claim but should not have for students who submitted late applications.
Oct	2017-18	Lunch	Rejected	Adjusted claim but should not have for students who submitted late applications.



# Child Nutrition Management System

[PROGRAM ▾](#)

[CLAIMS ▾](#)

[REPORTS ▾](#)

[ADMIN ▾](#)

[Breakfast - Mar 2023](#)

## SFA Claim Profile

**Elmsford UFSD - 660409020000**

Maricela Almonte  
646-249-0491  
98 S Goodwin Ave  
Elmsford, NY 10523-3769

**Lunch - March 2023**

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

SFA/Recipient		Enrollment	Eligibles		Counts				Additional Information			
Name	LEA Code		Free	Reduced	Free	Reduced	Paid	Total	DOS	ADP	Status	Comments
<b>Elmsford UFSD</b>	<b>660409020000</b>	1091	574	41	6251	456	3925	10632	22	483.272	Submit	
<a href="#">Alexander Hamilton High School</a>	<b>660409020003</b>	509	272	14	2408	149	1581	4138	22	188.091	Submit	
<a href="#">Carl L Dixon Elementary School</a>	<b>660409020001</b>	186	93	12	1173	149	725	2047	22	93.045	Submit	
<a href="#">Alice E Grady Elementary School</a>	<b>660409020002</b>	396	209	15	2670	158	1619	4447	22	202.136	Submit	

### Late Claim History Exception Date: 09/30/07

Claim Period	School Year	Program	Outcome	Comments
Dec	2015-16	Lunch	Approved	Adjusted for DCMF
Nov	2016-17	Breakfast	Rejected	No documentation received
Nov	2016-17	Lunch	Rejected	No documentation received
Sep	2017-18	Breakfast	Rejected	Adjusted claim but should not have for students who submitted late applications.
Sep	2017-18	Lunch	Rejected	Adjusted claim but should not have for students who submitted late applications.
Oct	2017-18	Breakfast	Rejected	Adjusted claim but should not have for students who submitted late applications.
Oct	2017-18	Lunch	Rejected	Adjusted claim but should not have for students who submitted late applications.



# Child Nutrition Management System

[PROGRAM ▾](#)

[CLAIMS ▾](#)

[REPORTS ▾](#)

[ADMIN ▾](#)

[Lunch - Apr 2023](#)

## SFA Claim Profile

**Elmsford UFSD - 660409020000**

Maricela Almonte  
646-249-0491  
98 S Goodwin Ave  
Elmsford, NY 10523-3769

**Breakfast - April 2023**

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

SFA/Recipient		Enrollment	Eligibles		Counts				Additional Information			
Name	LEA Code		Free	Reduced	Free	Reduced	Paid	Total	DOS	ADP	Status	Comments
<b>Elmsford UFSD</b>	<b>660409020000</b>	1085	578	42	864	42	469	1375	15	91.667	Submit	
<a href="#">Alexander Hamilton High School</a>	<b>660409020003</b>	509	273	16	301	18	178	497	15	33.133	Submit	
<a href="#">Carl L Dixon Elementary School</a>	<b>660409020001</b>	184	94	11	40	0	18	58	15	3.867	Submit	
<a href="#">Alice E Grady Elementary School</a>	<b>660409020002</b>	392	211	15	523	24	273	820	15	54.667	Submit	

### Late Claim History Exception Date: 09/30/07

Claim Period	School Year	Program	Outcome	Comments
Dec	2015-16	Lunch	Approved	Adjusted for DCOMP
Nov	2016-17	Breakfast	Rejected	No documentation received
Nov	2016-17	Lunch	Rejected	No documentation received
Sep	2017-18	Breakfast	Rejected	Adjusted claim but should not have for students who submitted late applications.
Sep	2017-18	Lunch	Rejected	Adjusted claim but should not have for students who submitted late applications.
Oct	2017-18	Breakfast	Rejected	Adjusted claim but should not have for students who submitted late applications.
Oct	2017-18	Lunch	Rejected	Adjusted claim but should not have for students who submitted late applications.



# Child Nutrition Management System

[PROGRAM ▾](#)

[CLAIMS ▾](#)

[REPORTS ▾](#)

[ADMIN ▾](#)

[Breakfast - Apr 2023](#)

## SFA Claim Profile

**Elmsford UFSD - 660409020000**

Maricela Almonte  
646-249-0491  
98 S Goodwin Ave  
Elmsford, NY 10523-3769

**Lunch - April 2023**

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

SFA/Recipient		Enrollment	Eligibles		Counts				Additional Information			
Name	LEA Code		Free	Reduced	Free	Reduced	Paid	Total	DOS	ADP	Status	Comments
Elmsford UFSD	660409020000	1085	578	42	4474	369	2690	7533	15	502.2	Submit	
<a href="#">Alexander Hamilton High School</a>	660409020003	509	273	16	1732	138	1080	2950	15	196.667	Submit	
<a href="#">Carl L Dixon Elementary School</a>	660409020001	184	94	11	848	100	504	1452	15	96.8	Submit	
<a href="#">Alice E Grady Elementary School</a>	660409020002	392	211	15	1894	131	1106	3131	15	208.733	Submit	

### Late Claim History

Exception Date: 09/30/07

Claim Period	School Year	Program	Outcome	Comments
Dec	2015-16	Lunch	Approved	Adjusted for DCMF
Nov	2016-17	Breakfast	Rejected	No documentation received
Nov	2016-17	Lunch	Rejected	No documentation received
Sep	2017-18	Breakfast	Rejected	Adjusted claim but should not have for students who submitted late applications.
Sep	2017-18	Lunch	Rejected	Adjusted claim but should not have for students who submitted late applications.
Oct	2017-18	Breakfast	Rejected	Adjusted claim but should not have for students who submitted late applications.
Oct	2017-18	Lunch	Rejected	Adjusted claim but should not have for students who submitted late applications.





# Child Nutrition Management System

PROGRAM ▾

CLAIMS ▾

REPORTS ▾

ADMIN ▾

[Lunch - May 2023](#)

## SFA Claim Profile

**Elmsford UFSD - 660409020000**

Maricela Almonte  
646-249-0491  
98 S Goodwin Ave  
Elmsford, NY 10523-3769

**Breakfast - May 2023**

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

SFA/Recipient		Enrollment	Eligibles		Counts				Additional Information			
Name	LEA Code		Free	Reduced	Free	Reduced	Paid	Total	DOS	ADP	Status	Comments
<b>Elmsford UFSD</b>	<b>660409020000</b>	1089	599	42	1201	38	641	1880	20	94.155	Submit	
<a href="#">Alexander Hamilton High School</a>	<b>660409020003</b>	511	285	17	434	20	261	715	20	35.75	Submit	
<a href="#">Carl L Dixon Elementary School</a>	<b>660409020001</b>	184	97	10	33	0	26	59	19	3.105	Submit	
<a href="#">Alice E Grady Elementary School</a>	<b>660409020002</b>	394	217	15	734	18	354	1106	20	55.3	Submit	

### Late Claim History Exception Date: 09/30/07

Claim Period	School Year	Program	Outcome	Comments
Dec	2015-16	Lunch	Approved	Adjusted for DCOMP
Nov	2016-17	Breakfast	Rejected	No documentation received
Nov	2016-17	Lunch	Rejected	No documentation received
Sep	2017-18	Breakfast	Rejected	Adjusted claim but should not have for students who submitted late applications.
Sep	2017-18	Lunch	Rejected	Adjusted claim but should not have for students who submitted late applications.
Oct	2017-18	Breakfast	Rejected	Adjusted claim but should not have for students who submitted late applications.
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# Child Nutrition Management System

[PROGRAM ▾](#)

[CLAIMS ▾](#)

[REPORTS ▾](#)

[ADMIN ▾](#)

[Breakfast - May 2023](#)

## SFA Claim Profile

**Elmsford UFSD - 660409020000**

Maricela Almonte  
646-249-0491  
98 S Goodwin Ave  
Elmsford, NY 10523-3769

**Lunch - May 2023**

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

SFA/Recipient		Enrollment	Eligibles		Counts				Additional Information			
Name	LEA Code		Free	Reduced	Free	Reduced	Paid	Total	DOS	ADP	Status	Comments
<b>Elmsford UFSD</b>	<b>660409020000</b>	1089	599	42	6046	477	3452	9975	20	498.75	Submit	
<a href="#">Alexander Hamilton High School</a>	<b>660409020003</b>	511	285	17	2436	171	1426	4033	20	201.65	Submit	
<a href="#">Carl L Dixon Elementary School</a>	<b>660409020001</b>	184	97	10	1078	131	675	1884	20	94.2	Submit	
<a href="#">Alice E Grady Elementary School</a>	<b>660409020002</b>	394	217	15	2532	175	1351	4058	20	202.9	Submit	

### Late Claim History Exception Date: 09/30/07

Claim Period	School Year	Program	Outcome	Comments
Dec	2015-16	Lunch	Approved	Adjusted for DCOMP
Nov	2016-17	Breakfast	Rejected	No documentation received
Nov	2016-17	Lunch	Rejected	No documentation received
Sep	2017-18	Breakfast	Rejected	Adjusted claim but should not have for students who submitted late applications.
Sep	2017-18	Lunch	Rejected	Adjusted claim but should not have for students who submitted late applications.
Oct	2017-18	Breakfast	Rejected	Adjusted claim but should not have for students who submitted late applications.
Oct	2017-18	Lunch	Rejected	Adjusted claim but should not have for students who submitted late applications.

Nov	2019-20	Breakfast	SA Denied	See SFA CAP
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### Hold History

Begin Date	End Date	Reason
05/31/01	08/16/01	Annual Detail not renewed for 2001-02
05/30/02	06/04/02	Annual Detail not renewed for 2002-03
01/15/15	01/16/15	Income Verification Not Received 2014-15
04/26/23	06/05/23	SFA on Hold - SY 21-22

### SFA ADP History

Claim Period	Free	Reduced	Paid	Total
Jun 2022	557.412	0	0	557.412
Jul 2022	N/A	N/A	N/A	N/A
Aug 2022	N/A	N/A	N/A	N/A
Sep 2022	219.967	12.229	174.538	406.734
Oct 2022	245.789	16.683	209.474	471.947
Nov 2022	285.058	16.118	186.412	487.588
Dec 2022	281.75	16	188.564	486.314
Jan 2023	265.4	19.9	164.55	449.85
Feb 2023	288.538	20.077	174.461	483.077
Mar 2023	284.137	20.728	178.41	483.272
Apr 2023	298.267	24.6	179.333	502.2
May 2023	302.3	23.85	172.6	498.75

[Return to Query](#)



# Child Nutrition Management System

PROGRAM ▾

CLAIMS ▾

REPORTS ▾

ADMIN ▾

[Lunch - Jun 2023](#)

## SFA Claim Profile

**Elmsford UFSD - 660409020000**

Maricela Almonte  
646-249-0491  
98 S Goodwin Ave  
Elmsford, NY 10523-3769

**Breakfast - June 2023**

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

SFA/Recipient		Enrollment	Eligibles		Counts				Additional Information			
Name	LEA Code		Free	Reduced	Free	Reduced	Paid	Total	DOS	ADP	Status	Comments
<b>Elmsford UFSD</b>	<b>660409020000</b>	1088	598	42	680	26	295	1001	16	65.883	Submit	
<a href="#">Alexander Hamilton High School</a>	<b>660409020003</b>	510	284	17	188	10	98	296	14	21.143	Submit	
<a href="#">Carl L Dixon Elementary School</a>	<b>660409020001</b>	184	97	10	27	1	19	47	13	3.615	Submit	
<a href="#">Alice E Grady Elementary School</a>	<b>660409020002</b>	394	217	15	465	15	178	658	16	41.125	Submit	

### Late Claim History Exception Date: 09/30/07

Claim Period	School Year	Program	Outcome	Comments
Dec	2015-16	Lunch	Approved	Adjusted for DCOMP
Nov	2016-17	Breakfast	Rejected	No documentation received
Nov	2016-17	Lunch	Rejected	No documentation received
Sep	2017-18	Breakfast	Rejected	Adjusted claim but should not have for students who submitted late applications.
Sep	2017-18	Lunch	Rejected	Adjusted claim but should not have for students who submitted late applications.
Oct	2017-18	Breakfast	Rejected	Adjusted claim but should not have for students who submitted late applications.
Oct	2017-18	Lunch	Rejected	Adjusted claim but should not have for students who submitted late applications.



# Child Nutrition Management System

[PROGRAM ▾](#)

[CLAIMS ▾](#)

[REPORTS ▾](#)

[ADMIN ▾](#)

[Breakfast - Jun 2023](#)

## SFA Claim Profile

**Elmsford UFSD - 660409020000**

Maricela Almonte  
646-249-0491  
98 S Goodwin Ave  
Elmsford, NY 10523-3769

**Lunch - June 2023**

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

SFA/Recipient		Enrollment	Eligibles		Counts				Additional Information			
Name	LEA Code		Free	Reduced	Free	Reduced	Paid	Total	DOS	ADP	Status	Comments
Elmsford UFSD	660409020000	1088	598	42	3267	258	1832	5357	14	403.109	Submit	
<a href="#">Alexander Hamilton High School</a>	660409020003	510	284	17	992	73	567	1632	14	116.571	Submit	
<a href="#">Carl L Dixon Elementary School</a>	660409020001	184	97	10	728	77	439	1244	13	95.692	Submit	
<a href="#">Alice E Grady Elementary School</a>	660409020002	394	217	15	1547	108	826	2481	13	190.846	Submit	

### Late Claim History

Exception Date: 09/30/07

Claim Period	School Year	Program	Outcome	Comments
Dec	2015-16	Lunch	Approved	Adjusted for DCMF
Nov	2016-17	Breakfast	Rejected	No documentation received
Nov	2016-17	Lunch	Rejected	No documentation received
Sep	2017-18	Breakfast	Rejected	Adjusted claim but should not have for students who submitted late applications.
Sep	2017-18	Lunch	Rejected	Adjusted claim but should not have for students who submitted late applications.
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Oct	2017-18	Lunch	Rejected	Adjusted claim but should not have for students who submitted late applications.



# Child Nutrition Management System

[PROGRAM ▾](#)

[CLAIMS ▾](#)

[REPORTS ▾](#)

[ADMIN ▾](#)

[Lunch - Sep 2023](#)

## SFA Claim Profile

**Elmsford UFSD - 660409020000**

Maricela Almonte  
646-249-0491  
98 S Goodwin Ave  
Elmsford, NY 10523-3769

**Breakfast - September 2023**

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

SFA/Recipient		Enrollment	Eligibles		Counts				Additional Information			
Name	LEA Code		Free	Reduced	Free	Reduced	Paid	Total	DOS	ADP	Status	Comments
<b>Elmsford UFSD</b>	<b>660409020000</b>	1069	584	46	813	68	243	1124	18	63.342	Submit	
<a href="#">Alexander Hamilton High School</a>	<b>660409020003</b>	489	287	19	216	23	73	312	18	17.333	Submit	
<a href="#">Carl L Dixon Elementary School</a>	<b>660409020001</b>	166	72	10	27	0	15	42	13	3.231	Submit	
<a href="#">Alice E Grady Elementary School</a>	<b>660409020002</b>	414	225	17	570	45	155	770	18	42.778	Submit	

### Late Claim History Exception Date: 09/30/07

Claim Period	School Year	Program	Outcome	Comments
Dec	2015-16	Lunch	Approved	Adjusted for DCOMP
Nov	2016-17	Breakfast	Rejected	No documentation received
Nov	2016-17	Lunch	Rejected	No documentation received
Sep	2017-18	Breakfast	Rejected	Adjusted claim but should not have for students who submitted late applications.
Sep	2017-18	Lunch	Rejected	Adjusted claim but should not have for students who submitted late applications.
Oct	2017-18	Breakfast	Rejected	Adjusted claim but should not have for students who submitted late applications.
Oct	2017-18	Lunch	Rejected	Adjusted claim but should not have for students who submitted late applications.



# Child Nutrition Management System

PROGRAM ▾

CLAIMS ▾

REPORTS ▾

ADMIN ▾

[Lunch - Oct 2023](#)

## SFA Claim Profile

**Elmsford UFSD - 660409020000**

Maricela Almonte  
646-249-0491  
98 S Goodwin Ave  
Elmsford, NY 10523-3769

**Breakfast - October 2023**

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

SFA/Recipient		Enrollment	Eligibles		Counts				Additional Information			
Name	LEA Code		Free	Reduced	Free	Reduced	Paid	Total	DOS	ADP	Status	Comments
<b>Elmsford UFSD</b>	<b>660409020000</b>	1069	509	22	1209	102	493	1804	21	85.905	Submit	
<a href="#">Alexander Hamilton High School</a>	<b>660409020003</b>	486	242	9	356	38	166	560	21	26.667	Submit	
<a href="#">Carl L Dixon Elementary School</a>	<b>660409020001</b>	168	67	5	75	1	35	111	21	5.286	Submit	
<a href="#">Alice E Grady Elementary School</a>	<b>660409020002</b>	415	200	8	778	63	292	1133	21	53.952	Submit	

### Late Claim History Exception Date: 09/30/07

Claim Period	School Year	Program	Outcome	Comments
Dec	2015-16	Lunch	Approved	Adjusted for DCOMP
Nov	2016-17	Breakfast	Rejected	No documentation received
Nov	2016-17	Lunch	Rejected	No documentation received
Sep	2017-18	Breakfast	Rejected	Adjusted claim but should not have for students who submitted late applications.
Sep	2017-18	Lunch	Rejected	Adjusted claim but should not have for students who submitted late applications.
Oct	2017-18	Breakfast	Rejected	Adjusted claim but should not have for students who submitted late applications.
Oct	2017-18	Lunch	Rejected	Adjusted claim but should not have for students who submitted late applications.



# Child Nutrition Management System

[PROGRAM ▾](#)

[CLAIMS ▾](#)

[REPORTS ▾](#)

[ADMIN ▾](#)

[Lunch - Nov 2023](#)

## SFA Claim Profile

**Elmsford UFSD - 660409020000**

Maricela Almonte  
646-249-0491  
98 S Goodwin Ave  
Elmsford, NY 10523-3769

**Breakfast - November 2023**

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

SFA/Recipient		Enrollment	Eligibles		Counts				Additional Information			
Name	LEA Code		Free	Reduced	Free	Reduced	Paid	Total	DOS	ADP	Status	Comments
<b>Elmsford UFSD</b>	<b>660409020000</b>	1071	513	26	1101	67	598	1766	18	98.111	Submit	
<a href="#">Alexander Hamilton High School</a>	<b>660409020003</b>	490	246	11	341	23	227	591	18	32.833	Submit	
<a href="#">Carl L Dixon Elementary School</a>	<b>660409020001</b>	167	64	6	79	1	31	111	18	6.167	Submit	
<a href="#">Alice E Grady Elementary School</a>	<b>660409020002</b>	414	203	9	681	43	340	1064	18	59.111	Submit	

### Late Claim History Exception Date: 09/30/07

Claim Period	School Year	Program	Outcome	Comments
Dec	2015-16	Lunch	Approved	Adjusted for DCOMP
Nov	2016-17	Breakfast	Rejected	No documentation received
Nov	2016-17	Lunch	Rejected	No documentation received
Sep	2017-18	Breakfast	Rejected	Adjusted claim but should not have for students who submitted late applications.
Sep	2017-18	Lunch	Rejected	Adjusted claim but should not have for students who submitted late applications.
Oct	2017-18	Breakfast	Rejected	Adjusted claim but should not have for students who submitted late applications.
Oct	2017-18	Lunch	Rejected	Adjusted claim but should not have for students who submitted late applications.



## **8505 “CHARGING” SCHOOL MEALS AND PROHIBITION AGAINST SHAMING**

The Board of Education recognizes that on occasion, students may not have enough funds for a meal. To ensure that students do not go hungry, the Board will allow students who do not have enough funds to “charge” the cost of meals to be paid back at a later date subject to the terms in this policy.

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

1. allow only regular reimbursable meals to be charged, excluding extras, à la carte items, side dishes, additional meals, and snacks (“competitive foods”); and
2. use a computer-generated point of sale system, which identifies and records all meals as well as collects repayments.

Charged meals must be counted and claimed for reimbursement on the day that the student charged (received) the meal, not the day the charge is paid back. When charges are paid, these monies are not to be considered “à la carte” transactions, as a section on the daily cash report or deposit summary reads “charges paid.”

Students shall not be denied a reimbursable meal, even if they have accrued a negative balance from other cafeteria purchases, unless the parent/guardian has provided written permission to the school to withhold a meal. No student with unpaid charges will be prohibited from purchasing food if they have money that day.

If school food authorities (SFAs) suspect that a student may be abusing this policy, written notice will be provided to the parent/guardian.

Students who cannot pay for a meal or who have unpaid meal debt shall not be publicly identified or stigmatized (including wristbands or hand stamps), required to do chores or work to pay for meals, or have meals thrown away after they have been served. District staff shall not discuss a student’s unpaid meal debt in front of other students. The district shall not take any action directed at a student to collect unpaid school meal fees. However, the district may discreetly notify students of their account balances, and why certain items (e.g., à la carte, etc.) could not be provided with charged meals.

### **Student Account Balance Notification**

Parents/guardians shall be discreetly notified of student account balances regularly. When a student’s account balance falls to \$5.00 and whenever a meal is charged, the district will discreetly notify the parent/guardian of the balance, and the process to refill the account. This notification will continue regularly until the account is replenished. Parents/guardians must repay all unpaid charges remaining at the end of the year or before their child leaves the district, whichever occurs first.

The district shall discreetly notify parents/guardians of students with negative balances of at least five meals, determine if the student is directly certified to be eligible for free meals, and attempt to reach the parent/guardian to assist them in the application process for free and/or reduced price meals, and determine if there are other issues within the household causing the insufficient funds and offer appropriate assistance. If a parent/guardian regularly fails to provide meal money and does not qualify for free or reduced price meals, the district may take other actions as appropriate, including notifying the local department of social services if neglect is suspected.

The school district shall notify all parents/guardians in writing on an annual basis at the start of the school year and to families transferring during the year, outlining the requirements of this policy. The policy shall also be published in appropriate school and district publications. All staff involved in

implementing and enforcing this policy shall also be notified of these requirements and their responsibilities. The district's enrollment process shall include the application process for free and reduced price meals. If the district becomes aware that a student is so eligible, it shall file an application for the student. Staff responsible for assisting foster, homeless and migrant students shall coordinate with the food services staff to ensure such students receive free school meals.

### **Unpaid Meal Charges and Debt Collection**

Unpaid meal charges are a financial burden to the district and taxpayers and can negatively affect the school program. Unpaid meal charges shall be considered "delinquent" as per the district's accounting practices. The district shall attempt to recover unpaid meal charges before the end of the school year, but may continue efforts into the next school year. The district shall notify parents/guardians of unpaid meal charges at regular intervals, and may engage in collection activities by district staff, which do not involve debt collectors as defined in federal law ([15 USC §1692a](#)), and may not charge fees or interest or file a lawsuit against students' parents or guardians. The district shall offer repayment plans, and may take other actions that do not result in harm or shame to the child, until unpaid charges are paid.

### **Remaining Account Balances**

Remaining funds may be carried over to the next school year. When students leave the district or graduate, the district will attempt to contact the parent/guardian to return remaining funds. Parents/guardians may request that funds be transferred to other students (e.g., siblings, unpaid accounts). All transfer requests must be in writing. Unclaimed funds remaining after three months shall be absorbed by the school meal account.

Building Principals, working with the head of food services, shall ensure that all district and food service staff with responsibilities under this policy will be trained on the provisions of this policy and the requirements of [Education Law section 908](#).

### **Staff**

Staff members are allowed to purchase food from the district's food services. However, all purchases must be paid for at the point of sale cash, payment account. Staff members are not allowed to charge meals to be repaid later.

#### Cross-ref:

8520, Free and Reduced Price Meal Services

#### Ref:

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

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

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

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

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

[15 USC §1692a](#) (debt collector defined)

[Education Law §908](#)

## 8 NYCRR §114.5

USDA Report to Congress, *Review of Local Policies on Meal Charges and Provision of Alternate Meals*, June 2016, [www.fns.usda.gov/sites/default/files/cn/unpaidmealcharges-report.pdf](http://www.fns.usda.gov/sites/default/files/cn/unpaidmealcharges-report.pdf)

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

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

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

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

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

*New York State Legislation - Prohibition Against Meal Shaming*, NYSED Memo (5/1/18), <http://www.cn.nysed.gov/content/prohibition-against-meal-shaming>

*Meal Charge Plan Template*, NYSED (5/1/18), <http://www.cn.nysed.gov/content/meal-charge-and-prohibition-against-meal-shaming-policy-template>

Adoption date: April 6, 2022

**Elmsford Union Free School District**

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## 5550 STUDENT PRIVACY

The Board recognizes its responsibility to enact policies that protect student privacy, in accordance with law. This is particularly relevant in the context of the administration of surveys that collect personal information, the disclosure of personal information for marketing purposes and in conducting physical exams.

### Surveys

The Board of Education recognizes that student surveys are a valuable tool in determining student needs for educational services. In accordance with law and Board policy, parental consent is required for minors to take part in surveys which gather any of the following information:

1. political affiliations or beliefs of the student or the student's parent;
2. mental or psychological problems of the student or the student's family;
3. sex behavior or attitudes;
4. illegal, anti-social, self-incriminating or demeaning behavior;
5. critical appraisals of other individuals with whom respondents have close family relationships;
6. legally recognized privileged or analogous relationships, such as those of lawyers, physicians and ministers;
7. religious practices, affiliations or beliefs of the student or the student's parent; or
8. income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

In the event that the district plans to survey students to gather information included in the list above, the district will obtain written consent from the parent/guardian in advance of administering the survey. The notification/consent form will also apprise the parent/guardian of their right to inspect the survey prior to their child's participation.

### Marketing

It is the policy of the Board not to collect, disclose, or use personal information gathered from students for the purpose of marketing or selling that information or providing it to others for that purpose. This does not apply to the collection, disclosure, or use of personal information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to students or educational institutions such as:

- a. College or other postsecondary education recruitment, or military recruitment;
- b. Book clubs, magazines and programs providing access to low-cost literary products;
- c. Curriculum and instructional materials used in schools;
- d. Tests and assessments used to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information for students or to generate other statistically useful data for the purpose of securing such tests and assessments, and the subsequent analysis and public release of the aggregate data from such tests and assessments;
- e. Student recognition programs; and
- f. The sale by students of products or services to raise funds for school-related activities.

In the event that such data is collected by the district, disclosure or use of student personal information will be protected by the district pursuant to the requirements of the Family Educational Rights and Privacy act (FERPA). [For guidance regarding the disclosure of "directory information," rather than

personal information, see policy 5500, Student Records.]

#### Inspection of Instructional Material

Parents/guardians shall have the right to inspect, upon request, any instructional material, used as part of the educational curriculum for students. "Instructional material" is defined as: "instructional content that is provided to a student, regardless of format including printed or representational materials, audio-visual materials, and materials in electronic or digital formats (such as materials accessible through the Internet). It does not include tests or academic assessments."

A parent/guardian who wishes to inspect and review such instructional material shall submit a request in writing to the Building Principal. Upon receipt of such request, arrangements shall be made to provide access to such material to within 30 calendar days after the request has been received.

#### Invasive Physical Examinations

Prior to the administration of any non-emergency, invasive physical examination or screening that is required as a condition of attendance, administered by the school not necessary to protect the immediate health or safety of the student or other students and not otherwise permitted or required by state law, a student's parent/guardian will be notified and given an opportunity to opt their child out of the exam. Hearing, vision and scoliosis screenings are not subject to prior notification.

#### Notification

Parents/guardians and eligible students shall be notified at least annually, at the beginning of the school year, and when enrolling students for the first time in district schools of this policy. The school district shall also notify parents/guardians within a reasonable period of time after any substantive change to this policy.

#### Cross-ref:

5420, Student Health Services

5500, Student Records

#### Ref:

[20 USC §1232h](#) (No Child Left Behind Act)

[34 CFR Part 98](#)

[Education Law §903](#)

Adoption date: January 15, 2014

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**Elmsford Union Free School District**

## **Additional Requirements for Food Service Operations**

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- Current CEP eligibility cycle is set to end prior to end of this bid cycle. There is a possibility the district may or may NOT renew depending on the continued financial viability and/or potential changes in legislation.
- The SFA's point of sale system is Mosaic. The licensing and maintenance fees for the POS will be the responsibility of the SFA.
- Students must use their personal identification numbers for cash transactions at the point of sale for accountability. "Open student" may never be used for cash transactions.
- Upon request of the SFA, the FSMC shall provide catered food service at times and prices mutually agreed upon. However, nothing shall imply that the district is required to use the FSMC for all catered services.
- Catering is considered nonprogram food. Separate orders must be placed with vendors for items used for any catering.
- USDA foods will not be used for any functions outside of the nonprofit school food service account.
- Catering invoices must be reflective of actual catering costs. A percentage of sales or cost is unallowable.
- The FSD shall identify the staff responsible for cash handling procedures. This generally includes a cafeteria supervisor and one, or more, support staff. Procedures include "backup" for situations when the primary staff are absent, or unavailable. A daily variance greater than \$5.00 and/or unreconciled accounts must be immediately reported to the Business Office. All monies are to be remitted to the Business Office daily. SFA is responsible for deposits.
- FSMC may never enter meals BULK ENTRY without prior, written permission from the SFA.
- FSMC is required to participate in BOH composting. Food scraps/food waste must be kept separate from other garbage.
- The FSMC shall be responsible for compliance with all regulations within the child nutrition program including financial sanctions. The FSMC will correct any areas in which the SFA is found to be non-compliant, or any areas cited by NYSED, the Health Department, or other regulatory agency. All financial sanctions imposed on the SFA shall be reimbursed by the FSMC. All financial sanctions imposed that are District-related and not under the control of the FSMC, the penalty will not be imposed on the FSMC if it is not responsible for the specific violation.
- Should there be a change in FSMC as a result of the bid process, the incumbent is required to share all existing FSMC employee contact information, within five (5) days of the award of the new contract.
- 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 opening.

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**Elmsford UFSD-660409020000 CEP Approval**

3 messages

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**CN** <cn@nysed.gov>  
To: Heidi Hohlfeld <hhohlfeld@eufsd.org>

Mon, Nov 20, 2023 at 6:00 PM

Elmsford UFSD - 660409020000 has been approved to participate in the Community Eligibility Provision (CEP) for:

Alexander Hamilton High School - 660409020003 effective 01/01/2024 through 06/30/2027 with the claiming Identified Student Percentage (ISP) of 46.22%.

Alice E Grady Elementary School - 660409020002 effective 01/01/2024 through 06/30/2027 with the claiming Identified Student Percentage (ISP) of 46.22%.

Carl L Dixon Elementary School - 660409020001 effective 01/01/2024 through 06/30/2027 with the claiming Identified Student Percentage (ISP) of 46.22%.

School Food Authorities (SFA) should notify families of the availability of free meals. SFAs may use and/or modify the template letter below.

<https://www.cn.nysed.gov/sites/cn/files/cepfinalruleparentletter.docx>

The SFAs Free and Reduced Price Policy Statement Amendment has been approved. Please ensure all policies and supporting documentation are maintained by the SFA and that any major changes to these documents are submitted to New York State Education Department for approval.

SFAs may collect income information from families not directly certified, as this data is used as a proxy for poverty for many purposes in New York State. A template Household Income Form is available on the link below.

<http://www.cn.nysed.gov/content/special-provision-option-documents>

If you have any questions regarding your CEP participation, please contact your Child Nutrition Program representative at (518) 473-8781 or [cn@nysed.gov](mailto:cn@nysed.gov).

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be found online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;
2. fax: (202) 690-7442; or
3. email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

## Appendix A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

## APPENDIX B

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

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

1. **Governing Law**—This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
2. **Conflicting Terms**—In case of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix B, the terms of this Appendix B shall control.
3. Contracts shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163). Grantor agencies are permitted to require changes, remedies, changed conditions, access and record retention and suspension of work clauses approved by the Office of Federal Procurement Policy.
4. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
5. **Hold Harmless**—The FSMC shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the intentionally negligent or negligent acts, errors or omissions of its employees providing the services rendered by the FSMC pursuant to this AGREEMENT. The FSMC shall defend and indemnify and hold harmless the SFA and its officers and employees from claims, suits, actions damages and costs of every nature arising out of the intentionally negligent or negligent provision of services pursuant to this AGREEMENT.
6. **Davis-Bacon Act**, as amended (40 U.S.C. 3141-3148). Where applicable, all prime construction contracts in excess of \$2,000 must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the Act, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
7. **The Copeland “Anti-Kickback” Act** (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Where applicable, all contracts must be in compliance with the Copeland “Anti-Kickback” Act (18 U.S.C 874 as supplemented by Department of Labor regulations (29 CFR Part 3). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
8. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a

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

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

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

16. **Procurement of recovered materials.** In accordance with 2 CFR § 200.322, a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
17. **Women/Minority owned Businesses.** In accordance with federal and state requirements, the FSMC must take all necessary affirmative steps to assure that minority business enterprises, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce or any state agency responsible for promoting women and minority businesses.
18. **Water**—Plain potable water must be available to students free of charge in the place where lunch meals are served.
19. **Non-program Foods**—SFA must ensure that the overall revenue from non-program food is proportional to the cost of obtaining these foods. If non-program foods are purchased with the non-profit school food service account, all revenue must accrue back to the account.
20. **Outreach Overview**—SFA are required to promote the availability of the breakfast program, if applicable.
21. **Iran Divestment Act of 2012**—The Iran Divestment Act of 2012 (“ACT”), Chapter 1 of the 2012 Laws of New York, added State Finance Law (SFL), 165-a and General Municipal Law 103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services (“OGS”) developed a list (“Prohibited Entities List”) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). In accordance with SFL 165-a(3), the Prohibited Entities list may be found on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/listofentities.pdf>.  
  
SFAs reserve the right to reject any bid, proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after a contract award.
22. **Gifts from FSMC**—The SFAs or SFAs officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from FSMC or potential FSMC. To the extent permissible under State law, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards either by the SFA or SFAs officers, employees, or agents or by the FSMC or their agents.
23. **Conflict of Interest**—If the FSMC is aware of any prohibited conflict of interest, real or apparent, and knows the conflict has gone unreported, the contract may be void under applicable federal, State or local laws.

24. Any silence, absence, or omission from the Agreement concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials (food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.
25. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA’s TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant’s name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. mail:  
U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410; or
2. fax:  
(833) 256-1665 or (202) 690-7442; or
3. email:  
[program.intake@usda.gov](mailto:program.intake@usda.gov)

This institution is an equal opportunity provider.