THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY, NY 12234
Office of P-20 Education Policy
Child Nutrition Program Administration
89 Washington Avenue Room 375 EBA Albany, NY 12234
www.cn.nysed.gov

2025-2026 School Year 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.

School Food Authority: Hastings-on-Hudson Union Free School District **LEA Code:** 660404030000

Street Address: 27 Farragut Avenue

City, State, Zip: Hastings-on Hudson, New York 10706

Superintendent/CEO Name: William S. McKersie Ph.D.

Telephone Number: 914.478.6205

Email Address: mckersiew@hohschools.org

Program(s) included in the contract:

- ☑ National School Lunch Program
- ☑ School Breakfast Program
- ☐ After School Snack Program
- ☐ Summer Food Service Program

SFA Contract Manager Information:

SFA Contract Manager: Maureen Caraballo

Title: Business Official/Treasurer

Telephone Number: 914.478.6210

Email: caraballoM@hohschools.org

Food Service Management Company Information:

Food Service Management Company: _____

Street Address: _____

City, State, Zip: _____

Telephone Number: _____

Bid Price: $ _____

NYSED Use Only

Contract Approved By: **Date:**

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Required 2025-2026 Food Service Management Company Contract Checklist

School Food Authorities: Ensure that the packet contains all the items required by utilizing this checklist.

- ✓ Mark each item below to certify that it is included in the bid documents submitted to NYSED
- ✓ Sign and return with the entire packet for all pre-bids or executed contracts

Pre-Bid Complete pre-bid contracts must be emailed to cn@nysed.gov **at least 30 calendar days prior** to letting bids. An email will be sent to the SFA once the pre-bid is approved.	**Executed Contracts** Submit the following forms with the executed contract to cn@nysed.gov for review and approval. An email will be sent to the SFA once the contract is approved.
✔ **SFA Amendments to NYSED Prototype Contract, if applicable**	☐ **All Information from Pre-Bid Section of This Checklist Completed**
✔ **Bidding Requirements/Specifications Section Thoroughly Completed:** ☒ Child Nutrition Programs included in contract marked ☒ Child Nutrition Programs anticipated marked ☒ Date bidder must request clarifications by listed ☒ Section 8: Prior Year Participation and Pricing ☒ Section 9: 2025-2026 School Year Prices ☒ Section 10: Meal Service Locations & Times ☒ Section 13: Performance Security Option(s) Selected ☒ Section 14: Bid Option 1 or 2 Selected ☐ Option A, B or C selected on Bid Form ☒ Bid Option 2 only: SFA Estimate of Meals and Equivalent Meals entered ☒ Schedule A: Menu: select SFA or FSMC ☒ If SFA, attach 21-day cycle menu ☐ If FSMC, enter a plan to evaluate the menu ☒ Schedule A: Related Materials: select SFA or FSMC ☒ Schedule B: Food, Beverage and Smallware Product Specifications: select SFA or FSMC ☒ If SFA, attach specifications ☒ Schedule C: Attach SFA Wellness Policy ☒ Schedule D1 &D2: Cost Responsibility ☒ Schedule E: Inventory List ☒ Schedule F: Staff Schedules and Other Related Materials ☒ Schedule G: USDA Foods ☒ Schedule H: Additional Schedules, as applicable	☐ **Bid Form 1 or 2 and applicable Financial Budget Projection** ☐ **Schedule A – H, as applicable** ☐ **Non-Collusive Bidding Statement with FSMC Original Signature** ☐ **Corporate Affidavit for FSMC Signing Contract** ☐ **Required Forms:** ☐ #1 & 1A: SFA Amendments to NYSED Prototype Contract, if applicable ☐ #2: Bid Summary ☐ #3: Board Minutes, if lowest bidder **not** awarded ☐ #4: Notarized Affidavit of Publication ☐ #5: FSMC Debarment Certification ☐ #6: Certification Regarding Lobbying ☐ #6A: Disclosure of Lobbying Activities, if applicable ☐ #7: Preparation of Bid Specifications ☐ #8: Certification of Insurance ☐ #9: Performance Security ☐ #10, 10A, 10B: Summer Food Service Program (SFSP), if applicable ☐ #11: FSMC Civil Rights Assurance
✔ **Agreement Section:** ☒ Complete all Required Blanks	☐ **Agreement Section:** ☐ Date of Agreement, SFA Name, FSMC Name ☐ Contract Term ☐ Complete all required blanks ☐ Original Signature of SFA Board President and Date ☐ Original Signature of FSMC/Title and Date

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:** Business Official

Printed Name: Ms. Maureen Caraballo **Date:** _____

☐ **Not Applicable**

FORM #1 –2025-2026 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 2025-2026 NYSED Contract Prototype be approved by the New York State Education Department (NYSED) prior to executing the contract. Therefore, any changes by the SFA to the agreement section and/or the specifications section of the NYSED 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 contract to cn@nysed.gov for review and approval 30 days prior to letting bids. Once the amendments are approved by NYSED, 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 NYSED prototype contract for NYSED 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: Hastings-on-Hudson Union Free School District **LEA Code:** 660404030000

1.	The contract is amended as follows (check one):	☐ Agreement Section		■ Bidding Requirements/Specifications			
	SFA proposed Amendment to this section:	**Page #:**	49	**Section Name:**	Menus	**Section #:**	Sch A
21-Day Sample Menus, A1- Menus, Merchandising, Promotions and Marketing							
2.	The contract is amended as follows (check one):	☐ Agreement Section		■ Bidding Requirements/Specifications			
	SFA proposed Amendment to this section:	**Page #:**	50	**Section Name:**	Food & Beverage Specs	**Section #:**	Sch B1-B3
B1-Food and Procurement Item Specifics, B2-Food Portion Specifications, B3-Other Specifications for Food and Procurement							
3.	The contract is amended as follows (check one):	☐ Agreement Section		■ Bidding Requirements/Specifications			
	SFA proposed Amendment to this section:	**Page #:**	51	**Section Name:**	Wellness Policy	**Section #:**	Sch C
Hastings-on-Hudson Union Free School District Wellness Policy							
4.	The contract is amended as follows (check one):	☐ Agreement Section		■ Bidding Requirements/Specifications			
	SFA proposed Amendment to this section:	**Page #:**	55	**Section Name:**	Staffing Schedules	**Section #:**	Sch F1-F3
F1-Staffing Requirements for the 2025-26 School Year, F2-Labor Cost Summary, F3-Required Labor Specifications							
5.	The contract is amended as follows (check one):	☐ Agreement Section		■ Bidding Requirements/Specifications			
	SFA proposed Amendment to this section:	**Page #:**	56	**Section Name:**	USDA Foods	**Section #:**	Schedule G
USDA Foods Entitlement and Diversion Information							
6.	The contract is amended as follows (check one):	☐ Agreement Section		■ Bidding Requirements/Specifications			
	SFA proposed Amendment to this section:	**Page #:**	57	**Section Name:**	Additional Schedules	**Section #:**	H1-H9
H1-Notice to Bidders, H2-Site Visitation Form, H3- Operating Report Agreement, H4-Operating Report Sample, H5-2025-26 School Calendar, H6-Bid Acceptance, H7-Bid Format.							

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

2025-2026 Amendments to NYSED Prototype Contract Continuation Sheet(s)

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

School Food Authority: Hastings-on-Hudson Union Free School District **LEA Code:** 660404030000

7.	The contract is amended as follows (check one):	☐ Agreement Section		☐Bidding Requirements/Specifications			
	SFA proposed Amendment to this section:	**Page #:**		**Section Name:**		**Section #:**	
8.	The contract is amended as follows (check one):	☐ Agreement Section		☐ Bidding Requirements/Specifications			
	SFA proposed Amendment to this section:	**Page #:**		**Section Name:**		**Section #:**	
9.	The contract is amended as follows (check one):	☐ Agreement Section		☐ Bidding Requirements/Specifications			
	SFA proposed Amendment to this section:	**Page #:**		**Section Name:**		**Section #:**	
10.	The contract is amended as follows (check one):	☐ Agreement Section		☐ Bidding Requirements/Specifications			
	SFA proposed Amendment to this section:	**Page #:**		**Section Name:**		**Section #:**	
11.	The contract is amended as follows (check one):	☐ Agreement Section		☐ Bidding Requirements/Specifications			
	SFA proposed Amendment to this section:	**Page #:**		**Section Name:**		**Section #:**	
12.	The contract is amended as follows (check one):	☐ Agreement Section		☐ Bidding Requirements/Specifications			
	SFA proposed Amendment to this section:	**Page #:**		**Section Name:**		**Section #:**	
13.	The contract is amended as follows (check one):	☐ Agreement Section		☐ Bidding Requirements/Specifications			
	SFA proposed Amendment to this section:	**Page #:**		**Section Name:**		**Section #:**	
14.	The contract is amended as follows (check one):	☐ Agreement Section		☐ Bidding Requirements/Specifications			
	SFA proposed Amendment to this section:	**Page #:**		**Section Name:**		**Section #:**	
15.	The contract is amended as follows (check one):	☐ Agreement Section		☐ Bidding Requirements/Specifications			
	SFA proposed Amendment to this section:	**Page #:**		**Section Name:**		**Section #:**	

Form #2 – BID SUMMARY FORM

School Food Authority: Hastings-on-Hudson Union Free School District **LEA Code:** 660404030000

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 #3 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*

Form #3 – Board Minutes Form

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

School Food Authority: Hastings-on-Hudson Union Free School District **LEA Code:** 660404030000

Form #4 – Notarized Affidavit of Publication Form

Attach Notarized Affidavit of Publication Here

School Food Authority: Hastings-on-Hudson Union Free School District **LEA Code:** 660404030000

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. NYSED 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.

Form #5 – FSMC Debarment Certification

Debarment and Suspension and Other Responsibility
Matters Primary Covered Transactions

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
    d. (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary 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*

Form #6– 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 #6A Disclosure of Lobbying Activities

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Sub awards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Assistance Listing Number (ALN) 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 from10(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 #6A – Disclosure of Lobbying Activities

Form AD-1048 (1/92)
Approved by OMB 0348-0046

FORM 6A

DISCLOSURE OF LOBBYING ACTIVITIES
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action:	**2. Status of Federal Action:**	**3. Report Type:**
☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	☐ a. bid/offer/applications ☐ b. initial award ☐ c. post-award	☐ a. initial filing ☐ b. material change **for Material Change only:** Year: Quarter: Date of last report:

4. Name and address of Reporting Entity: ☐Prime ☐Sub awardee Tier _____, *if known*: Congressional District, *if known*:	**5. If Reporting Entity in #4 is Sub awardee, Enter Name and Address of Prime:** Congressional District, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** ALN Number, if applicable: _____
8.Federal Action Number, *if known*:	**9.Award Amount,** *if known*: $
10a. Name and Address of Lobbying Entity *(if individual, last name, first name, MI):*	**10b. Individuals Performing Services (including address if different from #10a.)** *(last name, first name, MI):*
11. Amount of Payment *(check all that apply)*: $ _____ ☐actual ☐planned **12.Form of Payment** *(check all that apply)*: ☐a. cash ☐b. in-kind: specify: nature _____ value _____	**13.Type of Payment (check all that apply):** ☐a. retainer ☐b. one-time fee ☐c. commission ☐d. contingent fee ☐e. deferred ☐f. other; specify: _____

14.Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:

15. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** *(Sign in Blue Ink Only)* **Print Name:** **Title:** **Telephone:** **Date:**
Federal Use Only:	Authorized for Local Reproduction Standard From – LLL

Form #7 – Preparation of Bid Specifications Form

(This form is required for all executed contracts.)

School Food Authority: Hastings-on-Hudson Union Free School District **LEA Code:** 660404030000

1) Did the SFA hire, discuss or consult with anyone in the preparation of bid specifications other than NYSED 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? *(check the appropriate box)*	
James Bigley	Consultant	HMB Consultants	☐ Yes	☑ No
Heather Bigley	Consultant	HMB Consultants	☐ Yes	☑ No
			☐ Yes	☐ No
			☐ Yes	☐ No
			☐ Yes	☐ No

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

SFA Representative:

Ms. Maureen Caraballo
Printed Name

Signature (Blue ink only)

Business Official
Title

Date

Form #8 – Certificate of Insurance Form

(This form is required for all executed contracts)

Attach a copy of the Certificate of Insurance

School Food Authority: Hastings-on-Hudson Union Free School District **LEA Code:** 660404030000

Form #9 – Performance Security

(A copy of the performance security documentation, as indicated on section 13 of the bid specifications section.)

School Food Authority: Hastings-on-Hudson Union Free School District **LEA Code:** 660404030000

Form #10 – Summer Food Service Program

☑ Check if Not Applicable (N/A)

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.

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

Form #10A – Summer Food Service Program

☑ Check here if N/A

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

SITES WHERE PROGRAM WILL OPERATE:

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

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

Form #10B – 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)
		● Yes	○ No					Breakfast			
		● Yes	○ No					AM Snack			
		● Yes	○ No					Lunch			
		● Yes	○ No					PM Snack			
		● Yes	○ No					Supper			
		○ Yes	○ No					Breakfast			
		○ Yes	○ No					AM Snack			
		○ Yes	○ No					Lunch			
		○ Yes	○ No					PM Snack			
		○ Yes	○ No					Supper			
		○ Yes	○ No					Breakfast			
		○ Yes	○ No					AM Snack			
		○ Yes	○ No					Lunch			
		○ Yes	○ No					PM Snack			
		○ Yes	○ No					Supper			
		○ Yes	○ No					Breakfast			
		○ Yes	○ No					AM Snack			
		○ Yes	○ No					Lunch			
		○ Yes	○ No					PM Snack			
		○ Yes	○ 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 #11 – 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)*

Hastings-on-Hudson Union Free School District in the city of Hastings-on-Hudson, 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 8/21/25 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 New York State Education Department (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 NYSED 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 provide reimbursable lunches that meet Meal Pattern requirements, including dietary specifications, pursuant to the National School Lunch Program regulations 7 CFR Part 210. 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 lunches, subject to approval of the SFA.

c) The FSMC shall provide reimbursable breakfasts that meet Meal Pattern requirements, including dietary specifications, pursuant to the School Breakfast Program regulations 7 CFR Part 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.

d) The FSMC shall provide reimbursable snacks that meet meal pattern requirements pursuant to the National School Lunch Program regulations 7 CFR Part 210. 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 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 medical statement from a State licensed healthcare professional or registered dietitian for a child with a disability which substantially limits one or more major life activities, which includes how the disability restricts the diet, an explanation of how to accommodate the child's disability and 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 State licensed healthcare professional or registered dietitian.

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

h) No payment shall be made to the FSMC by the SFA for any meals that are spoiled, inedible or unwholesome at time of delivery, or do not meet the detailed specifications and/or meal pattern requirements.

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

5) Menus
   a) All food items served must adhere to the specification listed on Schedule B and conform to the standard portion sizes listed in Schedule A and Schedule B.
   b) All menus, which are established/approved by the SFA and prepared by the FSMC, are to be served in all schools during all meal services. The FSMC shall not deviate from the SFA's established menu and/or impose preparation of menu items that they prefer to serve for their convenience and/or preference. The SFA may impose financial penalties on the FSMC for any unannounced deviation from the menus by the FSMC, without prior approval of the SFA.
   c) The FSMC must adhere to the cycle for the first 21 days of meal service. Menu standards as presented in the 21-day cycle menu must be maintained as to type and quality of meal service by the FSMC as indicated in Schedule A (Menus).
   d) High quality food items are to be provided by the FSMC. If, in the opinion of the SFA, the quality of food service becomes unsatisfactory, the FSMC may be subject to financial penalties, contract termination, and any other legal remedies available to the SFA.
   e) Food that has become outdated, spoiled, damaged, wilted, dried out, aged, burnt, and/or has improperly changed color shall not be used.
   f) All FSMC employees are to be trained to properly portion all food items to meet the USDA meal pattern requirements as well as the requirements of the bid specification. A schedule of staff training is to be included with each FSMC proposal in Schedule F.
   g) The District Manager of the FSMC shall monitor, supervise and train the food service staff personnel for the Program. The FSMC District Manager shall visit all district schools 10 times throughout the school year and shall provide a written summary report to the SFA Business Manager within 14 days of their visit.
   h) The SFA is responsible for the formation and establishment of an advisory board comprised of students, teachers and parents that will meet frequently throughout the school year to assist in menu planning. The FSMC shall participate in these periodic meetings when deemed appropriate by the SFA. Documentation of these meetings is to be kept on file by the SFA and made available upon request by SED.
   i) Menus are to be printed by the FSMC and distributed to parents, students, each school, and SFA administration and posted in all schools on a Monthly basis and should contain daily, weekly and/or seasonal specials planned in conjunction with the meal service requirements for holidays, educational and/or other special events. The FSMC will adhere to the SFA's additional promotional and merchandising specifications in Schedule A.
   j) A copy of each menu is to be supplied to the SFA's Business Office by the FSMC 30 days prior to the month of actual preparation and service of foods for the SFA's review/approval.
   k) The FSMC is to post all menus in a prominent location in all cafeterias and on the SFA's website if applicable.
   l) Preparation and presentation of the same menu item(s) should be consistent in every building throughout the SFA where that menu item is being offered.
   m) The FSMC shall comply with the Buy American Provision, including but not limited to 7 CFR 210.21, 7 CFR 220.16, 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), (7CFR 220.8(a)(3) and standardized recipes (7CFR 210.10(c)(5)) 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 FSMC is to ensure that overproduction of meals does not occur and that leftovers are not removed from the SFA's premises at any time.

7) Meal Services
a) The FSMC shall provide specified types of meal services in an efficient manner to maximize participation in the Child Nutrition Programs in the service locations and times as listed herein.
b) The FSMC is expected to ensure that the quality of meal service is appealing and attractive to maximize customer satisfaction as well as ensure that students proceed through serving lines in an efficient manner.
c) The FSMC shall provide condiments and utensils as needed.
d) The FSMC shall use the SFA facilities for the preparation of food to be served in the designated meal service locations.
e) All a la carte items served by the FSMC shall be approved by the SFA in advance of sale.
f) The SFA should review all meal services to determine if complete meals are offered, if all items are available during the entire meal service, if food items listed on the menu are being served, if counts are accurately taken at the point of service, and if foods listed on the procurement schedule are available for service.
g) The N/A shall administer the Fresh Fruit and Vegetable Program (FFVP), if applicable. Food, labor and miscellaneous costs incurred will be reimbursed from the pre-approved allocation of money from a discretionary grant from the federal government. USDA allows no more than ten percent (10%) of the total grant awarded to the SFA to be used for administrative expense (which includes equipment purchases). Refer to the USDA FFVP guidance material at the following link: https://www.fns.usda.gov/ffvp/resource-center

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 adult meal price established by NYSED annually. 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 of the lunch program at each site no later than February 1 of each year as required by 7 CFR 210.8. Additionally, the SFA must conduct an on-site review of the counting and claiming system of the breakfast program at a minimum of 50 percent of the sites no later than February 1 of each year, with the breakfast program at every site being reviewed at least every two years, as required by 7 CFR 220.11(d)(1). 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: Business Official
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 will comply with the Competitive Food Service and Standards regulations at 7 CFR 210.11 and 7 CFR 220.12
b) The FSMC shall not sell, dispense, or cause to be on premises, the items listed as part of the SFA's Local Wellness Policy

and/or prohibited by federal and/or State regulations.

c) A la carte items must meet the SFA's standards indicated in Schedules A, B and C.

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 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 G 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. Records should clearly reflect that the value and amount of USDA Foods received and used by the FSMC is solely for the SFA's benefit. The values are to be based on the value at the point the SFA receives the USDA Foods from the State distributing agency and based on the USDA Foods Value listing pertinent to the applicable time period. This includes when the FSMC procures end products from processors on behalf of the SFA in the form of rebates, credits and/or discounts.

i) The FSMC shall select, accept and use in as large quantities as may be efficiently used in SFA's nonprofit school food service, the type and quantities of available USDA Foods, subject to the approval of the SFA. SFA shall have the sole discretion as to the final selection and ordering of USDA Foods.

j) The FSMC shall be responsible for transportation and storage charges for USDA Foods.

k) The FSMC shall account for all federally donated USDA Foods separately from purchased food items. USDA Foods are not to be used for special functions conducted outside the nonprofit school food service.

l) Title of products purchased or processed using USDA Foods must remain with the SFA. Any charges incurred by the FSMC when processing or purchasing products containing USDA Foods shall be paid by the FSMC and charged back to the SFA as a cost.

m) The FSMC is subject to the applicable requirements of 7 CFR 250 to the extent that it uses USDA Foods.

n) If the FSMC uses a commercial substitute in place of the USDA Food, it must be of the same generic identity, of U.S. origin, and of equal or better quality in place of USDA Food.

o) The FSMC is prohibited from entering into any processing contracts utilizing USDA Foods on behalf of the SFA. All refunds received from processors must be retained by the nonprofit school food service account.

p) Title to all USDA Foods provided to the FSMC for use in the school food service program shall remain with the SFA.

q) The SFA must conduct a reconciliation in accordance with 7 CFR Part 250 to ensure that the FSMC has properly credited it for the value of all USDA Foods received for use in the SFA's food service operation in the applicable school year.

r) The FSMC will maintain records to document its compliance with requirements relating to USDA Foods, in accordance with 7 CFR 250.54(b).

s) When this contract terminates or subsequent extensions terminate, the FSMC must return all unused USDA Foods in its possession to the SFA within 15 days of the termination effective date. At that time the FSMC must also provide a final accounting of all USDA Foods used, in possession, and not yet delivered.

t) The FSMC will use all USDA Foods ground beef and ground pork products, and all processed end products, in the SFA food service in accordance with CFR Part 250.53(5).

u) The Department of USDA Foods, the NYS Child Nutrition Program Administration Office, the SFA, the NYS Comptroller, the Department of Agriculture, or their duly authorized representatives may perform onsite reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of USDA Foods in accordance with CFR Part 250.53(10).

v) In the event that the full entitlement of USDA Foods ordered is not received through USDA, the FSMC may receive a credit for the amount of entitlement not received. Prior to providing such a credit, the SFA must verify the cause to determine if crediting is required.

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 FMSC 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.
   j) The FSMC must comply with the Buy American Provision requirements found in program regulations, 7 CFR 210.21(d) and 220.16(d), that require SFAs to purchase, to the maximum extent practicable, domestic commodities or products which are defined as agricultural commodities that are produced in the United States (U.S.) and food products that are processed in the U.S. substantially using agricultural commodities produced in the U.S.. The FSMC must maintain documentation to demonstrate compliance with the Buy American Provision, including documentation to demonstrate compliance with the limited exceptions for purchases on non-domestic items found at 7 CFR 210.21(d)(5)(i) and 7CFR 220.16(d)(5)(i) and the cap on non-domestic purchases found at 7 CFR 210.21(d)(5)(ii) and 7 CFR 220.16(d)(5)(ii).

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 NYSED.

14) Inventory, Equipment and Storage
   a) The SFA shall furnish all necessary equipment to operate the food programs. At the time of the contract signing, an itemized inventory (to be certified by representatives of both parties) of all food items furnished or to be furnished by the SFA including miscellaneous kitchen items, will be made part of this contract and included in Schedule E.
   b) The FSMC and the SFA shall inventory the equipment and USDA Foods owned by the SFA at the beginning of the school year, including but not limited to silverware, trays, chinaware, glassware, kitchen utensils, and food commodities.

c) The FSMC shall maintain the inventory of silverware, chinaware, glassware, kitchen utensils, and other operating items necessary for the food service operation throughout the school year.

d) The SFA shall replace expendable equipment and replace, repair and maintain equipment except when damages result from the use of less than reasonable care by the employees of the FSMC. Any equipment purchases must be in compliance with Child Nutrition Program 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) <u>Deliveries/ Transportation</u>

a) The FSMC and the SFA are responsible for the proper and safe transportation of food between buildings to students in a prompt and efficient manner to adhere to the serving times established by the SFA.

b) The FSMC shall pay for oil and gas used by its owned, hired, or other vehicles under its supervision used for delivering food or non-food commodities.

c) The FSMC shall provide its own drivers for owned, hired, or other vehicles under its supervision used for delivering food or non-food commodities.

16) <u>Sanitation/ Health Certification</u>

a) The FSMC shall serve all foods at proper temperatures and develop standards of time for food preparation prior to meal service such that the food should be ready to be served as close to serving time as possible.

b) The SFA will provide for the removal of all trash and garbage from the designated area(s) with the FSMC being responsible for proper sanitary storage and placement in the designated area(s) of said trash and garbage until its

removal.

c) The FSMC shall clean the kitchen area, including but not limited to sinks, counters, tables, chairs, silverware, and utensils.

d) The SFA shall clean the grease traps in the food service area to be in good working order.

e) The SFA shall maintain the grease traps in the food service area to be in good working order.

f) The FSMC shall operate and care for all equipment and food service areas (except walls, windows and lights) in a clean, safe, and healthy condition in accordance with standards acceptable to the SFA and comply with all applicable laws, ordinances, regulations and rules of federal, State, and local authorities.

g) The SFA shall be responsible for the professional cleaning of ducts and hoods above the filter line and will provide extermination services as needed and not less than one time per year.

h) The FSMC shall comply with all local and State sanitation requirements in the preparation of food and attend all related mandated training as deemed necessary by the SFA and/or NYSED.

i) The FSMC 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 will be adhered to by the FSMC.

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/FSMC 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.

17) Employees

a) Fingerprinting - The FSMC shall comply with the Regulations of the Commissioner - Part 87 Criminal History Record Check for Prospective School Employees. The FSMC will be responsible for fees associated with obtaining fingerprints of prospective employees. The fingerprinting process prescribed by the New York State Education Department must be followed.

b) The results of all fingerprints from the Office of School Personnel Review and Accountability (OSPRA) must be given to the covered school district, charter school or BOCES as well as prospective employer (FSMC). A prospective school employee means any individual, employee of a provider of contracted services to a covered school who is to be placed within such covered school. A covered school means a board of cooperative educational services, a charter school, a school district, or any nonpublic or private elementary or secondary school that elects to fingerprint and seek clearance for prospective employees from the department beginning July 1, 2007, geographically located in New York State, excluding the city school district of the City of New York. The FSMC must ensure that employee fingerprinting records are on file.

c) The FSMC must complete and retain an Employment Eligibility Verification Form I-9 for each individual hired for employment. The form must be kept on file for three years after hiring an individual or one year after the employee is terminated.

d) The FSMC shall comply with all wage and hours of employment requirements of federal and State Law.

e) All employees of the FSMC shall be paid in accordance with the Fair Labor Standard Act, as amended and any other applicable statutes.

f) The FSMC shall comply with Titles VI and VII of the Civil Rights Act of 1964 and the implementing regulations of the United States Department of Agriculture issued thereunder and any additions or amendments thereto. The FSMC shall 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 F 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 F.
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, NYSED 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 F (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 F.
p) The FSMC will adhere to additional FSMC staff training requirements by the SFA in Schedule F.
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 F.

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 State/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 NYSED.
g) If reimbursement is denied as a direct result of the failure of the FSMC to comply with the provisions of this contract, the FSMC shall assume responsibility for the amount of denied reimbursements.

21) Vending Machines

a) The FSMC must ensure that all sales generated from these a la carte vending machine sales accrue to the SFA and be deposited into the SFA's food service account and converted into equivalent meals using the set conversion factor established by this contract. The total number of vending machines determined by the SFA to be a part of the Child Nutrition Programs whose sales must be converted to equivalent meals are 0 .

b) The Choose 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 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 Business Official 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: Business Official

c) 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.

d) 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 b), 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.

e) 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.

f) The FSMC shall provide the SFA with a year-end statement by the date determined by the SFA: July 15th
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.

g) The FSMC must provide all information requested by the SFA, which will allow the SFA to make adjustments to the correct accounting period after the SFA has reconciled FSMC source documentation to effectuate payment. Failure to do so will result in delays in payment to the FSMC. NYSED reserves the right to randomly request SFA and/or FSMC copies of invoices and operating statements to ensure compliance.

23) Books/ Records and Record Retention

a) Books and records of the FSMC pertaining to the school food service operations shall be maintained and made available in accordance with federal and State record retention policies, for a period of three (3) years from the day of the State Agency or the SFA's final allowable payment under the contract has been recorded. The following records must be maintained for the three-year period following the recording of the final payment: original bid and contract, basis for contract selection, terms and conditions of the contract, billing and payment records, and history of FSMC's claims and breaches. The three-year period shall be extended if there are bid protests, litigation and audits. In these cases, the records must be retained until the completion of the action and resolution of all issues arising from the action or the expiration of the regular three-year period, whichever is last.

b) Books and records of the FSMC pertaining to the Program operations shall be made available, immediately upon demand, in an easily accessible manner for audit, examination, excerpts and transcriptions by the SFA and/or any state or federal representatives and/or auditors. Failure to do so in a timely manner will result in potential loss of reimbursements to the SFA and subsequently loss of payment to the FSMC. FSMC must adhere to all Federal, State or Local record retention policies and procedures.

c) The FSMC shall not remove any records from the SFA premises upon termination of the contract, including those mandated by federal, State or local law or policy.

24) Insurance

a) The FSMC shall procure and maintain at its own expense a general liability policy which names the SFA as an additional insured on all required insurance policies, including products liability in the amounts of at least $ 10 Million for injury and death, and property damage with a limit of $ 10 Million 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 #8, 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 $ 40,000.00. The FSMC shall submit the performance security to the SFA prior to the commencement of program operations.

b) It is recommended and encouraged that all security options be left open to the bidder. However, the SFA may choose to eliminate one or more options in the bid specifications.

26) Contract Term, Termination and Renewals

a) This contract shall become effective on 7/1/2025 and terminate on 6/30/2026.

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 must comply with the cost responsibilities detailed on Schedule D1 and D2.

e) 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.

f) The SFA reserves the right to reject any and all items which do not comply with the requirements set forth herein.

g) 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.

h) No waiver of any default shall be construed to be or constitute a waiver of any subsequent default.

i) 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.

j) 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.

k) NYSED reserves the right to deny reimbursement due to a SFA's failure to follow proper bidding procedures.

l) 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.

m) 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.

n) It is further agreed between the SFA and the FSMC that the clauses attached hereto and designated as, required Forms #1-#11, Schedules A-H and Appendices A-B are hereby in all respects made a part of this contract.

o) 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.

p) In the event fiscal action is taken by NYSED against the SFA based on areas of non-compliance related to the menu/meal pattern found during any administrative reviews, procurement review or program irregularity review, conducted during the course of this contract, the SFA can recoup funds from the FSMC.

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

Original Signatures and Date of Both Parties Required *(Original Signatures must be in blue ink only)*	
Signature President, Board of Education	*Authorized Signature of FSMC and Title*
Print Name Hastings-on-Hudson Union Free School District	*Print Name*
Name of School Food Authority	*Name of Food Service Management Company*
Date	*Date*

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

Corporate Affidavit

STATE OF: _____

COUNTY OF: _____

SS: _____

CITY OF: _____

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

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

,_____State, that she/he is the_____of

the corporation described in and which executed the above instrument; that she/he knows the seal of said corporation,

that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of

said corporation and that she/he signed her/his name thereto by like order.

Corporate Official Name: _____

Corporate Official Signature: _____

(Blue Ink Only)

Affix Corporate Seal Here:

_____

(Date)

AFFIX NOTARY PUBLIC SEAL HERE

Bidding Requirements/ Specifications Section

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

      ☑ National School Lunch Program (NSLP)
      ☐ Special Milk Program (SMP)
      ☐ Afterschool Snack Program (Snack)
      ☑ School Breakfast Program (SBP)
      ☐ Summer Food Service Program (SFSP)
      ☐ 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:

      ☐ National School Lunch Program (NSLP)
      ☐ Special Milk Program (SMP)
      ☑ Afterschool Snack Program (Snack)
      ☐ School Breakfast Program (SBP)
      ☑ Summer Food Service Program (SFSP)
      ☑ Fresh Fruit and Vegetable Program

      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 contact 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 NYSED 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 NYSED 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. NYSED 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: 8/19/25 _____, 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 NYSED.

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 NYSED.

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, 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 Participation and Meal Pricing Information for the 2024-2025 School Year:

a.

National School Lunch and Afterschool Snack Program: Participation information for the 2024-2025 School Year								
School	Lunch Selling Price		Lunch Average Daily Participation (ADP)			Total Adults/ Faculty	Afterschool Snack Student Selling Price	Total Afterschool Snack ADP
	Student	Adult	Free	Reduced	Paid			
Hillside Elementary	N/A	N/A	0	0	0		N/A	N/A

b.

School Breakfast Program: Participation information for the 2024-2025 School Year						
School	**Breakfast Selling Price**		**Breakfast Average Daily Participation (ADP)**			**Total Adults/ Faculty**
	Student	**Adult**	**Free**	**Reduced**	**Paid**	
Hillside Elementary	N/A	N/A	0	0	0	

c.

2024-2025 School Year Year to Date Revenue: 9/1/24 to 6/2/25		
i.	**A la Carte Sales to students and adults:**	**Total $** 210,767.60
ii.	**Sales in the Special Milk Program:**	**Total $**
iii.	**Child Nutrition revenues** **(sales of meals and reimbursement received for breakfast, lunch, snacks and milk):**	**Total $**

9. Prices

a. The prices to be charged for the 2025-2026 school year are as follows:

Insert Student and Adult Meal Prices Below:

School	Student Lunch	Adult Lunch	Student Breakfast	Adult Breakfast	Student Snack	Student Milk
Hillside Elementary	P2	$5.15 + Tax	P2	$3.00 +Tax	N/A	$.75

b. The prices to be charge for a la carte for the 2025-2026 school year are as follows:

A La Carte Item	A La Carte Student Price	A La Carte Adult Price
See Attached Sheet		

Horizon OneSource

Central Office

Item Cost Analysis

Printed: 06/23/2025 10:45 AM
Printed By: Nick Business Office
Date Range: 9/1/2024 - 6/2/2025

Stock #	Description	Movement	Unit Cost	Total Unit Cost	Sale Price	Total Sales	Cost Percent	Margin Percent	% Dept Sales
POS-118	1 COOKIE	9,394	$0.00	$0.00	$0.50	$4,697.00	0.00%	100.00%	2.23%
pos-249	2ND LUNCH MEAL-HILLSIDE	8,579	$0.00	$0.00	$3.25	$27,881.75	0.00%	100.00%	13.23%
pos-249	2ND LUNCH MEAL-HILLSIDE	58	$0.00	$0.00	$4.50	$261.00	0.00%	100.00%	0.12%
pos-250	2ND LUNCH MEAL-HILLSIDE W/Milk	58	$0.00	$0.00	$3.25	$188.50	0.00%	100.00%	0.09%
POS-253	ADD EXTRA PORTION	166	$0.00	$0.00	$1.50	$249.00	0.00%	100.00%	0.12%
POS-262	ADULT POWER BOWL	1	$0.00	$0.00	$5.00	$5.00	0.00%	100.00%	0.00%
POS-157	BAGEL	215	$0.00	$0.00	$1.25	$268.75	0.00%	100.00%	0.13%
POS-224	BAGEL & CREAM CHEESE	1	$0.00	$0.00	$1.50	$1.50	0.00%	100.00%	0.00%
POS-244	BAI/SNAPPLE-SPECIALTY DRINK	3	$0.00	$0.00	$2.50	$7.50	0.00%	100.00%	0.00%
pos-246	Breakfast MEAL-HILLSIDE	61	$0.00	$0.00	$2.75	$167.75	0.00%	100.00%	0.08%
pos-246	Breakfast MEAL-HILLSIDE	3,392	$0.00	$0.00	$0.00	$0.00	0.00%	0.00%	0.00%
pos-246	Breakfast MEAL-HILLSIDE	4	$0.00	$0.00	$3.50	$14.00	0.00%	100.00%	0.01%
pos-248	Breakfast MEAL-HILLSIDE W/MILK	413	$0.00	$0.00	$2.75	$1,135.75	0.00%	100.00%	0.54%
pos-248	Breakfast MEAL-HILLSIDE W/MILK	53	$0.00	$0.00	$3.50	$185.50	0.00%	100.00%	0.09%
pos-248	Breakfast MEAL-HILLSIDE W/MILK	223	$0.00	$0.00	$0.00	$0.00	0.00%	0.00%	0.00%
POS-256	CHEESE STICK	1	$0.00	$0.00	$1.00	$1.00	0.00%	100.00%	0.00%
POS-106	COCONUT WATER	1	$0.00	$0.00	$3.00	$3.00	0.00%	100.00%	0.00%
POS-108	COFFEE/TEA	28	$0.00	$0.00	$1.25	$35.00	0.00%	100.00%	0.02%
POS-255	GO-GURT	2	$0.00	$0.00	$1.00	$2.00	0.00%	100.00%	0.00%
POS-261	HILLSIDE FRUIT CUP	14	$0.00	$0.00	$3.00	$42.00	0.00%	100.00%	0.02%
POS-146	LARGE SNACK-HILLSIDE	2	$0.00	$0.00	$1.25	$2.50	0.00%	100.00%	0.00%
pos-245	LUNCH MEAL-HILLSIDE	62	$0.00	$0.00	$4.50	$279.00	0.00%	100.00%	0.13%
pos-245	LUNCH MEAL-HILLSIDE	27,418	$0.00	$0.00	$3.25	$89,108.50	0.00%	100.00%	42.28%
pos-245	LUNCH MEAL-HILLSIDE	3,524	$0.00	$0.00	$0.00	$0.00	0.00%	0.00%	0.00%
pos-247	LUNCH MEAL-HILLSIDE With Milk	1,000	$0.00	$0.00	$4.50	$4,500.00	0.00%	100.00%	2.14%
pos-247	LUNCH MEAL-HILLSIDE With Milk	24,828	$0.00	$0.00	$3.25	$80,691.00	0.00%	100.00%	38.28%
pos-247	LUNCH MEAL-HILLSIDE With Milk	397	$0.00	$0.00	$0.00	$0.00	0.00%	0.00%	0.00%
POS-3	MILK	214	$0.00	$0.00	$0.40	$85.60	0.00%	100.00%	0.04%
POS-241	NAKED JUICE LARGE	11	$0.00	$0.00	$4.50	$49.50	0.00%	100.00%	0.02%
POS-238	PREMIUM SNACKS	590	$0.00	$0.00	$1.50	$885.00	0.00%	100.00%	0.42%
POS-252	SMALL SNACK-HILLSIDE	10	$0.00	$0.00	$1.00	$10.00	0.00%	100.00%	0.00%
POS-180	Small Water	11	$0.00	$0.00	$0.50	$5.50	0.00%	100.00%	0.00%
POS-204	SPECIALTY SNACK	3	$0.00	$0.00	$1.25	$3.75	0.00%	100.00%	0.00%
POS-137	YOGURT/DANIMALS	1	$0.00	$0.00	$1.25	$1.25	0.00%	100.00%	0.00%
	Totals:	**80,738**		**$0.00**		**210,767.60**			

Total Average Margin %:	88.24%	**Average Unit Cost:**	$0.00
Total Units Sold:	80,738	**Average Unit Sale Price:**	$2.12
Total Average Cost %:	0.00%	**Total Units Cost:**	$0.00
Total Average Markup %:	100.00%	**Total Unit Sales:**	210,767.60

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10. Meal Service Locations and Times

The following will be covered under contract terms and conditions:

Building Name	Lunch	Times of Service	Breakfast	Times of Service	Snack	Times of Service	Adult and a la Carte Service	Special Milk Program
Sample School	*Yes*	*11:30am–1:00pm*	*Yes*	*7:30am – 8:00am*	*Yes*	*3:15pm–4:00pm*	*Yes*	*No*
Hillside Elementary	Yes	10:45am-1:00pm	Yes	7:45am-8:15am	No	N/A	Yes	No

11. 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 contains 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 21-day cycle menu included in this bid specification will reflect those choices along with the description of the food item outlined in the Product Specifications in Schedule B.

12. Purchase Specifications

a. Food and beverage procurement specifications must be established according to product specifications indicated in Schedule B.

b. A la carte items must meet the SFA's standards indicated in Schedules A, B and C.

c. The FSMC must comply with the Buy American Provision requirements found in program regulations, 7 CFR 210.21(d) and 220.16(d), that require SFAs to purchase, to the maximum extent practicable, domestic commodities or products which are defined as agricultural commodities that are produced in the United States (U.S.) and food products that are processed in the U.S. substantially using agricultural commodities produced in the U.S.

d. 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, product specifications must be clear and include the following information: grades, purchase units, style, condition, weight, ingredients, formations and delivery times. The SFA should ensure product specifications are being met.

e. The FSMC will comply with the Competitive Food Service and Standards regulations at 7 CFR 210.11 and 7 CFR 220.12 and will comply with any accepted or prohibited items listed as part of the SFA's Local Wellness Policy in Schedule C.

13. 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 $ 40.000.00 (10% of annual projected operating costs) out of the initial revenues produced by the school lunch program and earned by the FSMC. The SFA shall retain such reserve fund until the FSMC has faithfully performed all terms of the contract. If selected, attach a copy of the Authorization on Required Form 10.

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

14. 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.

15. Bid Forms

a. 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.

b. The bid amount should take into account the value of USDA Foods, as specified in Schedule G

☑ **Not Applicable**

2025-2026 Bid Form (Option 1)

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

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

To Be Completed by the FSMC		
Per meal cost rate:	$ N/A	**(Per Meal)***
**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 2025-2026 school year. This proposal is subject to all the attached definitions, terms, conditions and specifications and we hereby agree to enter into the attached agreement subsequent to the award of the bid.

To be Completed by SFA – **Select one option below and fill in blank amount where applicable**	**To be completed by the FSMC-based on option selected by SFA** **Grand Total Bid Amount**
◉ ***Option A - Guaranteed Return to SFA*** The FSMC will guarantee a return to the nonprofit food service account of no less than *$_____ after all contract related expenses. This amount will accrue from program income including all cash receipts from the sale of meals, afterschool snacks, a la carte items, special milk program, adult meals, and federal and State reimbursement. Any deficit will be assumed by the FSMC.	N/A
○ ***Option B - Break Even*** After all contract related expenses, the nonprofit food service account will remain at a break-even minimum balance. Program income will accrue from all cash receipts from the sale of meals, afterschool snacks, a la carte items, special milk program, adult meals, and federal and State reimbursement. Any deficit will be assumed by the FSMC.	N/A
○ ***Option C - General Fund Subsidy*** A General Fund Subsidy of *$_____ will be transferred to the nonprofit school food service account to cover the operating costs which exceed cash receipts from the sale of meals, afterschool snacks, a la carte items, special milk program, adult meals, and federal and State reimbursement. The SFA shall not be liable from the General Fund over and above this subsidy. Any deficit over the General Fund Subsidy will be assumed by the FSMC.	N/A

*To be completed by the SFA
The minimum conversion factor to be used to convert a la carte sales is $5.05. **Please note: The New York State Education Department establishes the a la carte conversion factor to be used to convert a la carte sales to equivalent meals, which include a la carte sales to students, adults and Child Nutrition vending machine sales as determined by the SFA to be part of the Child Nutrition Program. This conversion factor must reflect the most current rate issued by the New York State Education Department at the time of bid advertisement and must be used at the time of the bid proposal.

SUBMITTED BY: *(Original Signature Required – Blue Ink Only)*

Name of FSMC:
Address:

Authorized Signature: _____

Printed Name, Title: _____

Date: _____

☑ **Not Applicable**

Exhibit #1: 2025-2026 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 Lunch Sales	
b. Adult and Student a la Carte Sales	
c. Special Milk Sales	
d. Full 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**	$5.05
Equivalent Meals	
3. Total Projected Meals	

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

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

*** See bid for conversion factor explanation*

☐ **Not Applicable**

2025-2026 Bid Form (Option 2)

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

The contract will be awarded based on the lowest responsible bid proposal for the combined grand total of breakfast, lunch, and snack, as applicable, 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	4,975	=	
Lunch		x	68,600	=	
Snack		x	0	=	
			Grand Total*	**=**	
**Transfer this amount to either Option A, B or C selected by the SFA below.*					

We, the undersigned agree to operate the food service management program as described in the bid specifications for the 2025-2026 school year. This proposal is subject to all the attached definitions, terms, conditions and specifications and we hereby agree to enter into the attached agreement subsequent to the award of the bid.

To be Completed by SFA – Select one option below and fill in blank amount where applicable	**To be completed by the FSMC- based on option selected by SFA** **Grand Total Bid Amount**
◉ ***Option A - Guaranteed Return to SFA*** The FSMC will guarantee a return to the nonprofit food service account of no less than *$ 5,000.00 after all contract related expenses. This amount will accrue from program income including all cash receipts from the sale of meals, afterschool snacks, a la carte items, special milk program, adult meals, and federal and State reimbursement. Any deficit will be assumed by the FSMC.	
○ ***Option B - Break Even*** After all contract related expenses, the nonprofit food service account will remain at a break-even minimum balance. Program income will accrue from all cash receipts from the sale of meals, afterschool snacks, a la carte items, special milk program, adult meals, and federal and State reimbursement. Any deficit will be assumed by the FSMC.	N/A
○ ***Option C - General Fund Subsidy*** A General Fund Subsidy of *$_____ will be transferred to the nonprofit school food service account to cover the operating costs which exceed cash receipts from the sale of meals, afterschool snacks, a la carte items, special milk program, adult meals, and federal and State reimbursement. The SFA shall not be liable from the General Fund over and above this subsidy. Any deficit over the General Fund Subsidy will be assumed by the FSMC.	N/A

*To be completed by the SFA

The minimum conversion factor to be used to convert a la carte sales is $5.05. **Please note: The New York State Education Department establishes the a la carte conversion factor to be used to convert a la carte sales to equivalent meals which include a la carte sales to students, adults and Child Nutrition vending machine sales as determined by the SFA to be part of the Child Nutrition Program. This conversion factor must reflect the most current rate issued by the New York State Education Department at the time of bid advertisement and must be used at the time of the bid proposal.

SUBMITTED BY: *(Original Signature Required – Blue Ink Only)*

Name of FSMC: **Authorized Signature:**_____

Address: **Printed Name, Title:**_____

Date: _____

☐ **Not Applicable**

Exhibit #2A: 2025-2026 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 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)	
*Lunch, Breakfast and Snack SFA Guaranteed Return must be equal or exceed the guaranteed return if specified under bid Option A.	

(C) PROJECTED MEALS FOR LUNCH

1. Student Meal Pattern Lunch	
2. A La Carte Sales	
Divided by Conversion Factor**	$5.05
Equivalent Meals	
3. Total Projected Meals	

(D) PROJECTED MEALS PER LABOR HOUR FOR LUNCH

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

*** See bid for conversion factor explanation*

☐ **Not Applicable**

Exhibit #2B: 2025-2026 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 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)	
*Lunch, Breakfast and Snack SFA Guaranteed Return must be equal or exceed the guaranteed return if specified under bid Option A.	

(C) PROJECTED MEALS FOR BREAKFAST

1. Student Meal Pattern Breakfast	
2. A La Carte Sales	
Divided by Conversion Factor**	$5.05
Equivalent Meals	
3. Total Projected Meals	

(D) PROJECTED MEALS PER LABOR HOUR FOR BREAKFAST

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

*** See bid for conversion factor explanation*

☑ **Not Applicable**

Exhibit #2C: 2025-2026 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 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)	
*Lunch, Breakfast and Snack SFA Guaranteed Return must be equal or exceed the guaranteed return if specified under bid Option A.	

(C) PROJECTED MEALS FOR SNACK

1. Student Meal Pattern Snack	
2. A La Carte Sales	
Divided by Conversion Factor**	$5.05
Equivalent Meals	
3. Total Projected Meals	

(D) PROJECTED MEALS PER LABOR HOUR FOR SNACK

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

*** See bid for conversion factor explanation*

16. 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.

Schedule A

ATTACH MENU(S) AND OTHER RELATED MATERIALS HERE

21-Day Cycle Menu:

SFA will select **one** option below:

- (●) The **SFA** has attached a 21-day cycle menu for breakfast, lunch, snack and/or the summer food service program, as applicable, that must be adhered to by the FSMC and used in the preparation of the bid.

- ( ) The **FSMC** must submit a 21-day cycle menu for breakfast, lunch, snack and/or summer food service program, as applicable, that is in compliance with 7 CFR 210.10, 220.8, and/or 225.16, as applicable. The 21-day cycle menu must demonstrate compliance with age/grade group requirements and include portion sizes of all offered components.

  The SFA will evaluate the FSMC's 21-day cycle menu to ensure compliance with the meal pattern for components and quantities, dietary specifications, affordability, nutrition requirements, and appeal to students using the following plan*:

  *SFA must describe plan in the space above.

Related Materials:

The **SFA** has attached the following related materials that must be used by the FSMC and used in the preparation of the bid:

- [x] Merchandising Specifications and Promotional specifications
- [ ] Sample Production Records
- [ ] Sample Standardized Recipes

The **FSMC** must attach the following related materials:

- [ ] Merchandising specifications and Promotional specifications
- [x] Sample Production Records
- [x] Sample Standardized Recipes

What's on the Menu?

Elementary Breakfast Menu

Monday	Tuesday	Wednesday	Thursday	Friday
Whole Grain Pancakes w/ Syrup **Cinnamon Toast Crunch Cereal** **Maple Cranberry - Oatmeal** Turkey Sausage Patty 100% Fruit Juice Fuji Apple	**Scrambled Eggs** **Whole Grain Toast** **Frosted Flakes** **Maple Cranberry - Oatmeal** Low Fat String Cheese 100% Fruit Juice Fuji Apple	**Whole Grain Waffles w/ Syrup** **Cinnamon Toast Crunch Cereal** **Maple Cranberry - Oatmeal** Turkey Sausage Patty 100% Fruit Juice Fuji Apple	**Chicken Biscuit Breakfast Sandwich** **Frosted Flakes** **Maple Cranberry - Oatmeal** Hard Boiled Egg 100% Fruit Juice Fuji Apple	**Whole Grain Bagel w/ Light Cream Cheese** **Cinnamon Toast Crunch Cereal** **Maple Cranberry - Oatmeal** Hard Boiled Egg 100% Fruit Juice Fuji Apple
Egg & Cheese Wrap Sandwich **Fruity Cheerios** **Apple Cinnamon - Oatmeal** Hard Boiled Egg 100% Fruit Juice Orange Wedges	**Scrambled Eggs** **Cocoa Puffs** **Apple Cinnamon - Oatmeal** Whole Grain Toast 100% Fruit Juice Orange Wedges	**Whole Grain Pancakes w/ Syrup** **Fruity Cheerios** **Apple Cinnamon - Oatmeal** Hard Boiled Egg 100% Fruit Juice Orange Wedges	**Whole Grain Blueberry Bagel w/ Light Cream Cheese** **Cocoa Puffs** **Apple Cinnamon - Oatmeal** 100% Fruit Juice Orange Wedges	**Turkey Sausage Breakfast Pizza** **Fruity Cheerios** **Apple Cinnamon - Oatmeal** Hard Boiled Egg 100% Fruit Juice Orange Wedges
Whole Grain Waffles w/ Syrup **Apple Cinnamon - Cheerios** **Peachy Oatmeal** Turkey Sausage Patty 100% Fruit Juice Pineapple Tidbits	**Egg & Cheese English Muffin Sandwich** **Golden Grahams** **Peachy Oatmeal** Low Fat String Cheese 100% Fruit Juice Pineapple Tidbits	**Whole Grain Pancakes w/ Syrup** **Apple Cinnamon - Cheerios** **Peachy Oatmeal** Turkey Sausage Patty 100% Fruit Juice Pineapple Tidbits	**Turkey Sausage Biscuit Breakfast Sandwich** **Golden Grahams** **Peachy Oatmeal** Low Fat String Cheese 100% Fruit Juice Pineapple Tidbits	**Whole Grain Blueberry Bagel w/Light Cream Cheese** **Apple Cinnamon - Cheerios** **Peachy Oatmeal** Hard Boiled Egg 100% Fruit Juice Pineapple Tidbits
Whole Grain French Toast Sticks w/ Syrup **Cheerios** **Cinnamon Oatmeal** Hard Boiled Egg 100% Fruit Juice Red Delicious Apple	**Turkey Sausage Biscuit Sandwich** **Multigrain Frosted - Flakes** **Cinnamon Oatmeal** Low Fat String Cheese 100% Fruit Juice Red Delicious Apple	**Whole Grain Pancakes w/ Syrup** **Cheerios** **Cinnamon Oatmeal** Hard Boiled Egg 100% Fruit Juice Red Delicious Apple	**Colby Cheese Omelet w/ Whole Grain Toast** **Multigrain Frosted - Flakes** **Cinnamon Oatmeal** Turkey Sausage Patty 100% Fruit Juice Red Delicious Apple	**Egg & Cheese English Muffin Sandwich** **Cheerios** **Cinnamon Oatmeal** Hard Boiled Egg 100% Fruit Juice Red Delicious Apple
Whole Grain Pancakes w/ Syrup **Cinnamon Toast Crunch** **Maple Cranberry - Oatmeal** Turkey Sausage Patty 100% Fruit Juice Fuji Apple				

Vegetarian Locally Grown

BREAKFAST: A full student breakfast includes a choice of entree supplying grain and/or protein, two (2) fruit side dishes and choice of milk. Milk choices include 1% white and skim chocolate.

This institution is an equal opportunity provider.

What's on the Menu?

Elementary Lunch Menu Week 1

Monday	Tuesday	Wednesday	Thursday	Friday
create				
Spaghetti with Mama's Meatballs Traditional Italian Tomato Sauce	**Baja Beef Rice Bowl** Seasoned Ground Beef, Brown Rice, Black Beans, Salsa, Scallion, Fresh Cilantro, & Cheddar	**Brunch For Lunch** Colby Omelet, Cinnamon Glazed WG French Toast Sticks. and Crispy Tater Tots	**Korean Chicken Bulgogi** Sesame BBQ Sauce, Asian Brown Rice, Stir-Fried Vegetables	**Bubbly Baked Macaroni & Cheese** Seasoned Peas, Fluffy WG Dinner Roll
Alternate Entrée				
Home-Style French Bread Pizza	**Classic Crispy Chicken Sandwich** Soft whole grain roll	**Classic Cheeseburger** Soft whole grain roll	**Baked Mozzarella Sticks** Marinara Sauce	**Nacho Fun Lunch** Baked Tortilla Chips, Salsa and Cheddar
Classic Peanut Butter and Jelly Uncrustables	**Classic Peanut Butter and Jelly Uncrustables**	**Classic Peanut Butter and Jelly Uncrustables**	**Classic Peanut Butter and Jelly Uncrustables**	**Classic Peanut Butter and Jelly Uncrustables**
extra. extra				
Veggie Pasta Salad	Corn & Pepper Salad	Crisp Carrot & Celery Sticks	Corn & Pepper Salad	Veggie Pasta Salad
Chopped Romaine Salad – Homemade Mediterranean Vinaigrette	Crisp Carrot & Celery Sticks	Spicy Four Bean Salad	Crisp Carrot & Celery Sticks	Chopped Romaine Salad – Homemade Mediterranean Vinaigrette
Crunchy Broccoli Florets	Chopped Romaine Salad – Homemade Mediterranean Vinaigrette	Chopped Romaine Salad – Homemade Mediterranean Vinaigrette	Chopped Romaine Salad – Homemade Mediterranean Vinaigrette	Crunchy Broccoli Florets
Pineapple Tidbits	Fuji Apple	Pineapple Tidbits	Fuji Apple	Pineapple Tidbits

LUNCH. Milk choices include 1% white, fat free chocolate, and skim strawberry.

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What's on the Menu?

Elementary Lunch Menu Week 2

Monday	Tuesday	Wednesday	Thursday	Friday
create				
Soft Turkey Tacos Cilantro Lime Rice, Tomato Salsa	**Mashed Potato & Chicken Bowl** Shredded Cheddar Seasoned peas, Soft WG Dinner Roll	**Boneless Zesty Chicken Wings** Sweet Orange Glazed Carrots, Fluffy WG Dinner Roll	**Ham and Cheese Melt on a Pretzel Bun** Crisp Waffle Fries, Steamed Broccoli Florets	**Old World Style Traditional Pepperoni Pizza** Italian Herbs and Seasonings
Alternate Entrée				
Home-Style French Bread Pizza	**Classic Crispy Chicken Sandwich** Soft whole grain roll	**Classic Cheeseburger** Soft whole grain roll	**Baked Mozzarella Sticks** Marinara Sauce	**Nacho Fun Lunch** Baked Tortilla Chips, Salsa and Cheddar
Classic Peanut Butter and Jelly Uncrustables	**Classic Peanut Butter and Jelly Uncrustables**	**Classic Peanut Butter and Jelly Uncrustables**	**Classic Peanut Butter and Jelly Uncrustables**	**Classic Peanut Butter and Jelly Uncrustables**
extra. extra.				
Zucchini Sticks	Hearty Spinach & Vegetable Salad – Light Ranch	Zucchini Sticks	Hearty Spinach & Vegetable Salad – Light Ranch	Zucchini Sticks
Corn & Pepper Salad	Garbanzo Beans	Corn & Pepper Salad	Garbanzo Beans	Corn & Pepper Salad
Hearty Spinach & Vegetable Salad – Light Ranch	Crisp Carrot & Celery Sticks	Hearty Spinach & Vegetable Salad – Light Ranch	Crisp Carrot & Celery Sticks	Hearty Spinach & Vegetable Salad – Light Ranch
Cinnamon Sugar Dusted Banana Slices	Natural Applesauce	Cinnamon Sugar Dusted Banana Slices	Natural Applesauce	Cinnamon Sugar Dusted Banana Slices

LUNCH. Milk choices include 1% white, fat free chocolate, and skim strawberry.

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What's on the Menu?

Elementary Lunch Menu Week 3

Monday	Tuesday	Wednesday	Thursday	Friday
create				
Creamy Chicken Alfredo Rotini Pasta Soft WG Dinner Roll	**Beefy Cheese and Bean Burrito** Seasoned Corn, Tomato Salsa, & Sour Cream	**Loaded Baked Potato** Pulled BBQ Pork, Cheese Sauce, Herbed Broccoli, Fluffy WG Dinner Roll	**Philly Steak Sandwich** Topped With Sautéed Peppers & Onions. With Baked Beans	**Teriyaki Chicken** Sweet & Tangy Japanese Sauce. Served Alongside Asian Brown Rice
Alternate Entrée				
Home-Style French Bread Pizza	**Classic Crispy Chicken Sandwich** Soft whole grain roll	**Classic Cheeseburger** Soft whole grain roll	**Baked Mozzarella Sticks** Marinara Sauce	**Nacho Fun Lunch** Baked Tortilla Chips, Salsa and Cheddar
Classic Peanut Butter and Jelly Uncrustables	**Classic Peanut Butter and Jelly Uncrustables**	**Classic Peanut Butter and Jelly Uncrustables**	**Classic Peanut Butter and Jelly Uncrustables**	**Classic Peanut Butter and Jelly Uncrustables**
extra extra				
Red & Green Bell Pepper Strips	Corn & Black Bean Salad	Red & Green Bell Pepper Strips	Corn & Black Bean Salad	Red & Green Bell Pepper Strips
Chopped Romaine – Fat Free Italian Dressing	Crunchy Broccoli Florets	Chopped Romaine – Fat Free Italian Dressing	Pea Salad with Cheddar and Bacon	Chopped Romaine – Fat Free Italian Dressing
Crunchy Cauliflower	Chopped Romaine – Fat Free Italian Dressing	Crunchy Cauliflower	Chopped Romaine – Fat Free Italian Dressing	Crunchy Cauliflower
Apple Slices with Cinnamon	Juicy Orange Wedges	Apple Slices with Cinnamon	Juicy Orange Wedges	Apple Slices with Cinnamon

LUNCH. Milk choices include 1% white, fat free chocolate, and skim strawberry.

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What's on the Menu?

Elementary Lunch Menu Week 4

Monday	Tuesday	Wednesday	Thursday	Friday
create				
Crispy Whole Grain Chicken Nuggets Sweet Honey Mustard Dipping Sauce. Served With Sweet Potato Fries	**Rotini With Hearty Italian Meat Sauce** Garlic Knot	**Carne Asada Tacos** Seasoned Beef, Mexicali Corn, Shredded Cheddar Cheese, and Tomato Salsa.	**Crispy Chicken Drumstick** Potato Wedges And Green Beans	**Old World Style Classic Cheese Pizza** Seasoned Zucchini
Alternate Entrée				
Home-Style French Bread Pizza	**Classic Crispy Chicken Sandwich** Soft whole grain roll	**Classic Cheeseburger** Soft whole grain roll	**Baked Mozzarella Sticks** Marinara Sauce	**Nacho Fun Lunch** Baked Tortilla Chips, Salsa and Cheddar
Classic Peanut Butter and Jelly Uncrustables	**Classic Peanut Butter and Jelly Uncrustables**	**Classic Peanut Butter and Jelly Uncrustables**	**Classic Peanut Butter and Jelly Uncrustables**	**Classic Peanut Butter and Jelly Uncrustables**
extra. extra				
Crunchy Carrot & Celery Sticks	Crunchy Broccoli Florets	Crunchy Carrot & Celery Sticks	Crunchy Broccoli Florets	Crunchy Carrot & Celery Sticks
Pea Salad with Cheddar and Bacon	Veggie Pasta Salad	Three Bean Salad	Veggie Pasta Salad	Three Bean Salad
Chopped Romaine Salad – Balsamic Dressing	Chopped Romaine Salad – Balsamic Dressing	Chopped Romaine Salad – Balsamic Dressing	Chopped Romaine Salad – Balsamic Dressing	Chopped Romaine Salad – Balsamic Dressing
Cinnamon Sugar Dusted Banana Slices	Pineapple Tidbits	Cinnamon Sugar Dusted Banana Slices	Pineapple Tidbits	Cinnamon Sugar Dusted Banana Slices

LUNCH. Milk choices include 1% white, fat free chocolate, and skim strawberry.

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What's on the Menu?

Elementary Lunch Menu Week 5

Monday	Tuesday	Wednesday	Thursday	Friday
create				
Buffalo Chicken Dip Served With Tortilla Chips and Crudité				
Alternate Entrée				
Home-Style French Bread Pizza				
Classic Peanut Butter and Jelly Uncrustables				
extra. extra.				
Crisp Celery Sticks				
Homemade Potato Salad				
Red Delicious Apples				
Chopped Romaine Salad – Light Ranch Dressing				

LUNCH. Milk choices include 1% white, fat free chocolate, and skim strawberry.

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MENUS, MERCHANDISING, PROMOTIONS AND MARKETING
HASTINGS-ON-HUDSON UFSD

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

I. SAMPLE MENUS

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

II. FIDELITY TO PUBLISHED MENUS

A. Monthly Menus

All menus must be submitted to the SFA for review at least thirty (30) days in advance of the beginning of that month's menu. The SFA is responsible for posting the approved monthly menus on the District's website. The FSMC must post hard copies of the monthly breakfast and lunch menus (in all applicable languages) with prices in each school's cafeteria in a conspicuous area for all to see *prior* to students making their selections on the service line (Agreement § 5)k)). The FSMC shall provide parents/guardians (upon request) a printout of the items their children receive through the various serving lines for up to 30 days. All foods and printed menu choices offered to the first customer (student) must also be available to each customer throughout service, including the last customer (student) of every day. Shortages or running out of menu items may result in financial penalties to the FSMC (Agreement § 5)a)). Any menu substitution or deviation must be announced immediately and pre-approved by the SFA and communicated as early as possible to the affected building's principal. Failure to do either may result in financial penalties to the FSMC (Agreement § 5)a)).

A gluten-free menu must also be developed every month and available on the district's website and wherever else the menus are available. The gluten-free substitutions must match the featured daily entrée as closely as possible.

B. Interactive Menus

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 nutritional information for all food items offered each month. For every menu item and a la carte offering, the software must provide all ingredients, allergen information, and nutritional information to include (but not limited to): calories, fats, sodium, sugar, carbohydrates, and other nutrients (Agreement § 6)d)). This service shall be provided without additional cost to the District or individuals accessing the menu information. The FSMC must demonstrate its ability to provide allergy and nutrition information for each menu item on the interactive menus on the website (Agreement § 5)k)). A live demonstration of the interactive menu software must be presented to the District with the submission of the bid. The interactive menu must be fully operational on the Hastings-on-Hudson UFSD's website prior to the first day of school each year. Failure to provide a fully operational interactive menu meeting these specifics will be deemed a breach of the Agreement.

III. A LA CARTE SALES

A la carte food and beverages to be sold in schools and pricing of such items must be presented to the Business Office and pre-approved by the Superintendent before being offered to the students. Once approved, the a la carte menu must be printed and posted in every school cafeteria close to the point of sale. All a la carte items must comply with the District Wellness Policy, the Smart Snack regulations or current federal and state regulations on a la carte sales, and the Schedules herein. The SFA must pre-approve any changes to the variety of items, portion sizes, and prices of any a la carte items for the term of the Contract (Agreement § 8)c)).

IV. PROMOTIONS AND MARKETING

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

The FSMC will submit a listing of at least 10 promotions planned for the year with its bid submission. The SFA must approve these promotions in writing, by both the building principals and SFA Business Office, before implementation. If the FSMC wishes to implement any new programs or promotions throughout the year not already approved by the SFA, the FSMC must receive pre-approval from the SFA prior to implementation. Once approved and implemented, the new program or promotion shall be evaluated by the FSMC and the SFA after 15 days. If the new program proves unsuccessful, the SFA and FSMC can renegotiate the merits of that program to the overall food service operation. However, the SFA shall make the final decision whether to continue the program. In the event the contract is renewed with the FSMC, new listings of promotions (10 per year) must be submitted for written approval no later than August of each year. The FSMC must schedule and print each promotion on the menu for each month (Agreement § 5)i)).

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

- Identify methods of attracting students who do not consistently participate in the child nutrition program. Methods of when, where, and specifically how the FSMC will attract these students to participate must be clearly identified in the bid for the SFA to review. The marketing plan submitted by the FSMC shall identify the marketing capabilities and plans for the Hastings-on-Hudson UFSD. These marketing items shall not include any posters, charts etc. that reference the FSMC. All marketing items must be approved not less than annually by the SFA prior to ordering and placement of said items.
- Provide various promotions and nutritional items such as free samples/giveaways that encourage meal participation during the National School Lunch week in October and the National Nutrition month of March.
- Enhance room décor with the use of posters promoting nutrition education, product information, local farming, seasonal ingredients, travel, arts, music, sports, physical fitness, etc. All cafeteria enhancements must be approved in writing by the SFA. The FSMC must comply with all federal, state, local, and district laws, rules, policies, and regulations. All signs, posters and other display materials will be of professional quality. All informative regulatory signs and posters shall be professionally displayed in frames and attached to the wall. No papers, signs, etc. shall be unframed and taped to walls, equipment, etc.
- Develop, in conjunction with the SFA, "branding" of food to better market products and encourage meal participation. Examples of this could include: "The Boar's Head Deli" or any other high-quality name brands used.
- Conduct at least 2 sample tastings during each year of this contract on a K-4 basis. These tastings shall be of new food items of good nutritional value and should be offered at no additional

charge to the students. The costs incurred by the tastings are the responsibility of the FSMC. Any allergens that apply to the product being tasted must be clearly identified for the students' and parents' information ahead of the tasting, i.e., on the monthly menu. Additionally, sample tastings for the Hillside Elementary School must not contain any of the top 8 allergens: milk, eggs, tree nuts, peanuts, shellfish, wheat, soy and fish.

- Submit with the bid its "Farm to School" policy with details of what this means for the Hastings-on-Hudson UFSD-specific operation. The term "local" must be defined as it relates to this program and the products sourced. "Local" ingredients used require information for the students and parents about such items in the form of online links, statements on the monthly menus, as well as signs and handouts at the cafeterias.

Schedule B

ATTACH FOOD, BEVERAGE and SMALLWARE PRODUCT SPECIFICATIONS HERE

SFA will select one option below:

◉ SFA has attached product specifications that must be adhered to by the FSMC and used in the preparation of the bid.

○ FSMC must identify the specifications for the food products that will be served on the 21-day cycle menu using specifications such as grading, weight, item labels, nutritional qualities, etc.

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
- Geographic Preference

FOOD AND PROCUREMENT ITEM SPECIFICS
HASTINGS-ON-HUDSON UNION FREE SCHOOL DISTRICT

It is the intent of the Hastings-on-Hudson Union Free School District to provide students and staff with a high-quality food service program featuring nutritious, fresh foods prepared daily and presented in an appetizing and attractive manner. The variety of offerings must meet nutritional requirements and all local, State, and Federal regulations. The FSMC must adhere to any future USDA changes due to the re-authorization of the Child Nutrition Programs.

The SFA requires that meals be prepared with ingredients closest to the natural source, without any (harmful) additives. The FSMC must provide the SFA with a detailed listing of when local ingredients are being used on the menus. Local in this sense will be defined as ingredients originating from less than 200 miles from the SFA. Use of processed USDA Food products must be kept to a minimum and cooking from scratch is always preferred. The SFA will monitor the level of scratch cooking throughout the District on a regular basis. The FSD must report monthly to the Business Office its methods of scratch cooking and must identify which items on the menu are made from scratch when submitting the monthly menu for approval.

Food and beverages offered may not contain trans fats. Recipes must be formulated to prevent excess use of butter, saturated fats, salts, sodium, and sugar as defined by the Dietary Guidelines for Americans. Foods offered in all school buildings must meet nutritional standards as required by the National School Lunch Act, as amended in Section 9A(b)(2) and all current and future local, State and Federal regulations for the life of the Contract. Regardless of portion size[1], the FSMC is responsible for meeting all requirements under the Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs. The SFA must approve any deviations to this portion listing suggested by the FSMC prior to implementation.

The FSMC must maintain a nutritional information label from the manufacturer for every product purchased and used in the school breakfast, lunch, and a la carte programs. Additionally, a pre-and/or post nutrient analysis must be made available upon request of the SFA. Condiments must also be included in recipes where applicable and included in the nutrient analysis. The FSMC shall have the capability of providing an analysis for any day, week or month as requested by the SFA. The FSMC shall provide a statement to the fact that it has this capability with the bid response.

To ensure quality, freshness, and nutrients within a product, the FSMC is required to discard any product beyond its printed "Best Buy" date.

Please note the content and layout of any pre-order forms used in the Hillside Elementary School classrooms must be pre-approved by the District Business Office.

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

I. MILK AND BEVERAGES

A. Water

- Must be made available to all students with breakfast and lunch meals for free. Water availability is in addition to milk and any other beverages being served. Potable tap water is adequate to fulfill this requirement. A drinking fountain located inside or directly

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

outside of the cafeteria can be used to fulfill this mandate if students have free access to the fountain.
  - The FSMC must provide ≥ 8oz. cups free of charge for students to use for fountain water. Cups must be kept in a visible, easily accessible location in the cafeteria.
  - If, for any reason, the water fountains are unusable or not within proximity of the eating area (construction, outdoor BBQ, etc.), the FSMC must provide a water cooler in addition to cups for the students to access.
- Bottled water must be available for sale as an a la carte item on all approved serving lines.
  - Acceptable carbonated bottled water includes Canada Dry, Schweppes, Poland Spring or approved equivalent. Only unsweetened flavored water, or a low-calorie carbonated water and fruit juice beverage may be offered without added sugar, artificial sweeteners or caffeine.
  - Electrolyte-enhanced bottled water must contain only natural fruit juices without added sugar, artificial sweeteners or caffeine.

B. Juice

- All juice served shall be 100% juice with nothing added.
- The following 100% juice varieties shall be offered but not limited to: apple, orange, grape, fruit punch
- 100% juice may be offered as a fruit component at breakfast and always must be accompanied by an additional ½ cup minimum of fruit. 100% juice may be offered as a fruit component at lunch only if accompanied by two additional ½ cup fruit options daily.

C. Milk

- All milk must be USDA Grade A or no. 1, antibiotic free, hormone free and additive free
- 1% white, fat free white (skim), and fat free chocolate milk varieties must be offered at all meal periods
- Information about the dairy from which milk is sourced must be advertised on the menu and/or District website as part of the food services communication.

Any other water or beverages not listed here must be presented to and approved by the District Business Office prior to being sold in any school.

II. FRUITS AND VEGETABLES

- Fresh fruit must be offered daily at all meal periods. This may be in conjunction with canned fruits. The SFA is allowing the use of canned fruits issued by USDA or purchased by the FSMC.
- Harvest of the Month seasonal fruit or vegetable must be featured in at least two special dishes per month, marked on the monthly menu.
- All students are entitled to two 1/2 cup portions of fruits and two 1/2 cup portions of vegetables with their lunch meal if desired.

A. Fruit

- Fresh fruit must always be offered daily at all meal periods. This can be in conjunction with 100% juice.
- Fresh fruits for all Hillside Elementary School students must be sliced or wedged, excluding bananas and clementines or equivalent.
- Fresh fruit must be ripe when served
- Fresh fruit assortments shall be offered as follows:
  - *Daily*: apples, oranges and bananas must be offered at all grade levels at breakfast and lunch (each as at least ½ cup portion).
  - *Once per month* during the months of September, October, November, April, May and June, each of the following fruits must be offered on all serving lines at all

grade levels: watermelon, cantaloupe, honeydew melon, pineapple, strawberries, blueberries and pears (each minimum ½ cup portion).
  - Fresh fruit varieties must be identified on the monthly menus.

B. Vegetables

- Only 100% dark leafy greens such as spinach, spring mix, arugula and romaine lettuce are permitted. No iceberg lettuce is allowed for any purpose other than a topping for tacos or sandwiches and shall not be considered a creditable vegetable.
- A variety of compliant salad dressings free of high fructose corn syrup must be made available for salads.
- All sandwiches and wraps are to include lettuce and tomato based on the student's choice.
- *Once per month*, the following vegetables must be offered as the featured vegetable of the day: corn, broccoli, butternut squash, sweet potatoes, cucumber, spinach (or kale) and zucchini (each minimum ½ cup portion).
  - The specific vegetable varieties must be identified on the monthly menus.
- An assortment of pre-portioned fresh vegetables (crudité) must be made available daily at lunch to the students from the serving line. These vegetables are intended to be additional vegetable offerings with the reimbursable meal and must be served in ½-cup portions to equate to a creditable vegetable component.
  - At least two of the following vegetables must be offered daily: carrot sticks or baby carrots, celery sticks, broccoli florets, cauliflower florets, pepper strips, cucumbers, legume salad.
- A dark leafy green side salad must be made available daily at lunch to the students from the serving line. This salad is intended to be an additional vegetable offering with the reimbursable meal and must be served in 1-cup portions to equate to a ½-cup creditable vegetable component.
  - Variety of this side salad is required and examples include romaine lettuce with the option of Caesar dressing, mixed greens with tomatoes and cucumbers, spinach with strawberries, kale with orange segments, romaine with the option of cheddar cheese and ranch dressing, etc.
- At least two varieties of grab-and-go entrée salads must be offered daily containing dark leafy greens, vegetables, protein such as approved deli meats, chicken breast, cheeses, egg, tuna or vegetable protein, and a grain.
  - Examples of the daily grab-and-go entrée salads include chef salad, grilled chicken Caesar salad, Greek salad with egg, southwest breaded whole muscle white meat chicken and cheese salad, all served with whole grain rolls, breadsticks, tortilla chips or croutons.

III. BAKED GOODS AND GRAINS

- Grains served to all grade levels must be whole grain rich, except for those pre-approved. For the 2025-26 school year, 80% of all grains offered must be whole grain rich.
- There shall be no preservatives or other additives in the grains offered to the students.
- Gluten-free equivalents must be made available to all students who with a medical script, request them.
- All grains, including muffins, must be offered at all grade levels in 2oz equivalent portions at a minimum.
- All breakfast cereals must be low sugar, whole grain varieties and be a minimum of 1oz equivalent grain

IV. PROTEIN

A. Beef:

- USDA Choice at minimum, only 100% ground beef, total fat content not to exceed 15%.
- All fillers or extenders, lean finely textured beef (LFTB), boneless lean beef trimmings (BLBT), or similarly processed beef product are prohibited.
- All purchased/outsourced beef must be antibiotic and hormone free.
- All hot dogs must be 100% beef.
- Taco meat with gluten-free seasoning must be made available on a regular basis for students requiring a gluten-free diet.

B. Chicken (and other poultry):

- Chicken breasts and patties must contain a minimum of 2oz meat equivalent; chicken tenders, nuggets, pieces, and the like, must contain a minimum of 3oz meat equivalent.
- Any breaded chicken served is required to be whole grain breaded.
- Gluten free chicken nuggets must be made available on a regular basis for students requiring a gluten-free diet, i.e., Bell and Evans gluten free nuggets or equivalent.

C. Pork

- If pork is allowed, only antibiotic and hormone free pork, free of extenders, fillers, chemicals, preservatives, or additives may be offered

D. Fish:

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

E. Eggs

- USDA Grade A or AA, size large
- Whole fresh eggs are preferred but frozen egg products may be served if they are 100% egg and do not contain preservatives

F. Vegetable Protein:

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

G. Dairy:

- Cheese: USDA Grade A or AA, Boar's Head, Land O'Lakes or equivalent
- All yogurts must be FDA Grade A, USDA, 100% natural.
- Organic yogurt containing real fruit and Greek-style yogurt are acceptable varieties.
- Yogurt parfaits shall be made available at breakfast and lunch daily. These shall be made from scratch, on site, for all buildings (not pre-packaged). The yogurt parfaits must be made with the appropriate amounts of m/ma, fruit and grain to qualify for a complete, reimbursable meal and satisfy the minimum weekly requirements if chosen by a student each day, i.e., 4 or 8oz yogurt, 1 or 2oz grain, ½ cup fruit, and additional cheese stick or cheese sandwich where needed.
- *All Grades:* must offer daily at lunch, an alternate meal offering containing a 4oz (minimum) yogurt, cheese stick, grain such as a bagel, plus ½ cup fruit, ½ cup vegetable and milk.

H. Deli Meats:

- All deli meats must be fully cooked, low sodium, gluten free, no added MSG, and processed, handled, and identified in accordance with the Federal Purchase Program Specification for Deli Meat ("FPPS").

- Only Low Sodium Boars Head or equivalent deli meats may be served at all grade levels. Any equivalent/alternative deli meat brand requires SFA pre-approval.
- All Boar's Head (or equivalent) deli sandwiches and salads are to be considered an entrée and part of a reimbursable meal daily. These meats shall be offered to all students at all levels, K through 12th grade, as part of the reimbursable meal.
- *All Grades K-4:*
    - Must offer daily two varieties of deli sandwiches of approved deli meats such as turkey or ham with or without cheese or as designated by the SFA
    - Plain American cheese as well as peanut butter (with or without jelly) sandwiches are also required daily

V. PIZZA

Hillside Elementary:

- Pizza must be round, 16" in diameter minimum, and cut in a maximum of 8 slices.
- All pizza varieties shall be the same price (no extra charge for toppings).
- Pizza must be offered once per week (usually Fridays). At least two varieties of pizza must be offered that day, such as cheese and pepperoni.

VI. CONDIMENTS AND SALAD DRESSING

- All cooking oils must be 100% Canola oil or 100% Extra Virgin Olive Oil.
- All condiments offered must be free of high fructose corn syrup including salad dressings, dips, jam/jelly, and maple syrup.
- Homemade dressings are preferred whenever possible. The FSMC must identify when dressings are homemade.
- Condiments shall be offered for all entrees as appropriate and must be approved in writing by the SFA prior to service. Condiments must be dispensed to the students by the FSMC for both reimbursable meals and a la carte items.
- A variety of healthy, appropriate condiments must be offered to students at all levels at no additional cost to the students, including but not limited to:
    - Maple syrup and/or yogurt dip with warm breakfast entrees
    - Choice of cream cheese and butter with all bagels offered
    - Salsa and sour cream with tacos, nachos, quesadillas and burritos
    - Mayonnaise, mustard, oil and vinegar with sandwiches
    - Parmesan cheese and oregano for pizza and pasta
    - Barbeque and honey mustard with breaded chicken
    - Ketchup must always be available at lunch

VII. A LA CARTE SNACKS AND BEVERAGES

- The SFA will hold the FSMC responsible for adhering to the USDA's Nutritional Standards for "All Foods Sold in Schools" (and any future Institute of Medicine or State regulations on snacks and beverages during the life of this contract), at all meal periods and for all a la carte sales during the school day. Additionally:
    - All snacks must be offered in single serving packages only.
    - A la carte foods should include a variety of choices of nutritious foods such as fruits, vegetables, whole grains, and low-fat or non-fat dairy foods.
    - Any additional snacks or beverages proposed by the FSMC shall not contain hydrogenated oils, high fructose corn syrup, preservatives or artificial ingredients.
    - Healthy snacks offered may include such items as: baked chips, popcorn, rice cakes, trail mix, dried fruit assortments.
    - All new snacks must be pre-approved by the SFA and adhere to the USDA's Nutritional Standards for "All Foods Sold in Schools."
    - The SFA shall set or pre-approve all a la carte prices.

FOOD PORTION SPECIFICATIONS
HASTINGS-ON-HUDSON UNION FREE SCHOOL DISTRICT

The following information and additional requirements supplement Sections 1 through 27 in the Agreement Section (the "Agreement"). Individual clauses cite to the corresponding Sections of the Agreement that they modify. Failure to comply with these provisions may result in financial penalties (Agreement § 26).

1. Milk and Juice

- All milk servings must be a minimum of 8oz at all grade levels.
- All juice served as a component of the reimbursable breakfast and lunch meals must be a minimum of 4oz at all grade levels.
- All juice served as a component of a snack must be a minimum of 6oz at all grade levels.

2. Fruits and Vegetables

- All fruit and vegetable servings must be a minimum of ½ cup equivalent.
- A minimum of two, ½ cup creditable servings (each) of fruits must be offered daily at breakfast and lunch at all levels.
- A minimum of two, ½ cup creditable servings (each) of vegetables must be offered daily at lunch at all levels.

Fruit and Vegetable Minimum Servings	
Fruit or Vegetable	***Grades K-4***
Fresh Cut Fruit	½ cup
Whole Hand Fruit, including oranges	1 whole, wedged or sliced
Raw Vegetables	½ cup
Steamed Vegetables, drained	½ cup
Cooked/Roasted Vegetables	½ cup
Leafy Green Salad	1 cup
French Fries and Tater Tots	½ cup

Fruit Count Requirements for Ordering & Serving		
Fresh Fruit	***Count per Case***	***Serving Size***
Apples	120 count	1 whole apple
Bananas	150 count	1 whole banana
Oranges	113 count	1 whole orange
Pears	150 count	1 whole pear

3. Meats/Meat Alternates

- Except as provided for below, all daily lunch entrees must contain **a minimum** of 2.0 oz. of meat/meat alternate at the Hillside elementary school.
- Ensure that product formulation statements are being reviewed to guarantee that proper portions are upheld. Please note that not all deli meats are a 1:1 ratio of ounces to equivalent m/mas. For example, in the case of Boars Head Oven Roasted Low Sodium Turkey, 1.75 ounces of deli meat equates to 1 M/MA. Furthermore, 1.25 ounces of Boars Head Low Sodium Ham equates to 1 M/MA.

The following chart provides further details on minimum portion sizes:

Hastings-on-Hudson School District Contract-Specific M/MA Minimums	
Entree:	***Grades K-4***
Sunflower Seed Butter Sandwich (with or without Jelly) or Side of Sunflower Seed Butter	2.0 equivalent m/ma (4 Tablespoons of nut/seed butter)
Tuna, Egg or Chicken Salad Sandwich or Topping for Salad	#12 scoop (2.6 oz)
Deli Meat/Cheese Sandwich or Topping for Salad	2.0 equivalent m/ma
Chicken	Any variety: 2.0 equivalent m/ma
Hamburgers and Hot Dogs	2.0 equivalent m/ma
Breakfast Sausage and Eggs (any variety)	Breakfast: 1.0 equivalent m/ma Lunch: 2.0 equivalent m/ma
Yogurt	Breakfast: 1.0 equivalent m/ma (4oz for most varieties) Lunch: 2.0 equivalent m/ma (8oz for most varieties)
All other proteins including but not limited to cheese, taco meat, meatballs, steak sandwiches, pork, roasted turkey	2.0 equivalent m/ma

4. Grains

- All grain servings must be a minimum of 1oz equivalent grain each to be creditable.
    - Example: a package of graham crackers that is less than 1oz equivalent grain is unacceptable.
- Muffins must be served at a minimum 2oz grain equivalent portion.
- At breakfast, a minimum of 7 (Elem), ounce equivalent grains must be offered in a 5-day week, but HOHUFSD requires the FSMC to offer students a minimum of 2oz equivalent grains per day at all grades K-4.
    - Example: if cereal containing 1oz equivalent grain is offered daily, and a student chose this (plus milk and fruit) for 5 days in a row, the student would not be offered enough grain equivalents for the week. Therefore, the FSMC must **offer** a second 1oz equivalent grain with the cereal daily, however the student does not have to select both grains.
- At lunch, a minimum of 8 (Elem) equivalent grains must be offered in a 5-day week, but HOHUFSD requires the FSMC to offer students a minimum of 2oz equivalent grains per day at all grade levels.
    - Example: if yogurt parfaits with 1oz equivalent grain are offered daily, and a student chose this for 5 days in a row, the student would not be offered enough grain equivalents for the week. Therefore, the FSMC must **offer** 2oz equivalent grains with the yogurt parfait daily, however the student does not have to select both grains.

OTHER SPECIFICATIONS FOR FOOD AND PROCUREMENT
HASTINGS-ON-HUDSON UNION FREE SCHOOL DISTRICT

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

I. USDA Foods

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

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

The FSMC will be required to maintain a computerized inventory of USDA government foods procured by the school district and reconcile that inventory to the physical quantities on hand each month. The FSMC shall review and maintain the freshness of all foods and government foods monthly in accordance with the USDA and advise the SFA of this status. The SFA will perform audits of USDA government foods on a random basis.

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

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

II. ADDITIONAL PROCUREMENT REQUIREMENTS

Due to recent supply chain issues, the SFA has a right to request the FSMC use a secondary vendor in food procurement. This process will be invoked if the primary vendor is unable to provide the necessary products to fulfill Schedule A-1's menus, rendering the menu offerings unsatisfactory to the SFA.

III. ADDITIONAL FOOD SERVICE REQUIREMENTS

A. Farm to School Program to be identified by the FSMC.
B. Food Safety

Cooking from scratch should occur whenever possible (Agreement § 6)a)). Items made from scratch must be identified as such on the menus. The SFA will approve what menu items are "from scratch." Examples of meals cooked from scratch include baked ziti, macaroni and cheese using milk and fresh cheeses, taco meat using 100% beef and spices, homemade hummus, homemade marinara sauce, etc. The FSMC shall develop standards for the time of preparation of food prior to service resulting in the food being ready to be served as close to serving time as possible, i.e., batch cooking whenever possible to prevent soggy, cold food.

Juice cartons may not be served frozen or be allowed to defrost on the serving line during service (Agreement § 16)a)).

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

- of all refrigeration, freezer, and warming units twice per day
- before each serving period
- at the end of the serving periods if the food is to be served again the next day

These required temperature recording times are at the very least/minimum

The FSMC must provide the SFA with a written standard operating procedure for the course of action should a temperature be found within the danger zone. If this occurs, the measures, actions and communication must be logged with the noncompliant temperatures and reported to the SFA weekly or sooner upon request (Agreement § 16)a)).

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.

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

The FSMC shall consistently rotate all foods and supplies. Prepared foods held over and served a second day are to be monitored carefully to ensure that they are discarded and not resold on a third day. Serving outdated food items is strictly prohibited. All pre-made salads, sandwiches, yogurt parfaits, etc., at all schools shall be labeled and dated with contents, date made and expiration date. Any food items that are delivered frozen and then prepared and served to students may not be refrozen. Once frozen items are cooked and served, they cannot be refrozen and served later (Agreement § 16)q)). Penalties for non-compliance shall result in the imposition of financial sanctions specified within the bid specifications (Agreement § 5)e)).

C. Allergies

With the growing number of student allergies among students, the Food Service Director shall work closely with the school nurses at each school and the Coordinator of Educational Services to identify and address each allergy. The POS system is currently updated with allergies by the SFA's student information system, Horizon One Source, and will continue to maintain this information throughout the term of this contract. The FSMC shall work with the school nurses and update the POS system with student allergy information on a regular basis. If a child indicates the status of his or her allergy has changed from what is in the system, the FSMC must notify the school nurse and request that the nurse contact the student's parent/guardian and instruct the student to have his or her parent/guardian notify the school of said change. It is imperative that any student with an allergy be personally (not publicly) identified as they go through the serving line.

The FSMC must purchase food items to meet the needs of the student allergies such as lactose-free milk, gluten-free products, sunflower seed spread, and the many more items that may become necessary. These food items will be purchased and served to the students at no

extra cost as part of the normal pricing for each student. The FSMC shall purchase these additional items as part of its normal purchases and shall not be compensated by the SFA above the normal meal rate. Each FSMC staff member must be trained to appropriately serve items to students with allergies, monitor health plans, and apply the appropriate protocol for responding to an allergic reaction. The FSMC awarded this contract will be required to work cooperatively with the District to accommodate these students. A corporate allergen management plan must be submitted by the FSMC with its bid response.

The FSMC must adhere to the SFA Wellness and Allergy Policies and Regulations during the term of this contract, including any changes that may be made to its current nut/peanut policy. The Hastings-on-Hudson UFSD strives to create an allergy-aware food service operation in the preparation of food items in each building. Peanut butter is allowed to be served cautiously in the District. The use of sunflower seed butter in lieu of peanut butter is acceptable.

D. Record Keeping

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

E. Service Line Options

1. Food Display

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

2. Labels

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

3. Special Ingredient Notations

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

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

4. Paper Products

The Hastings-on-Hudson UFSD supports protecting the environment. The SFA is Styrofoam free. Only biodegradable paper or other plant-based products will be permitted for napkins, trays, plates, bowls and other serving vessels. The FSMC shall provide medium weight or heavy weight plastic utensils, disposable plates and trays as determined and approved by the SFA. It is required the FSMC provide utensils, straws, serving containers/materials and trays as determined and approved by the SFA:

- Straws are permitted throughout the Child Nutrition Program
- Plastic forks, spoons, and knives are permissible.
- Clear plastic or biodegradable clamshell containers are acceptable for entrée salads.
- All gloves must be latex-free
- All ware washing products must be environmentally safe

Any deviation to these specifications must be approved in writing by the SFA.

Schedule C

ATTACH SFA LOCAL WELLNESS POLICY

See attached Wellness Policy

Policy 5405 DISTRICT WELLNESS

(formerly 5661)

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

Nutrition Promotion and Education

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

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

The district may implement other appropriate programs that help create a school environment that conveys consistent wellness messages and is conducive to healthy eating and physical activity. Such activities may include, but are not limited to, health forums or fairs, health newsletters, parent outreach, employee health and wellness activities, limiting the use of food as a reward, reviewing food marketing and advertising in school, and hosting or promoting community-wide events.

Food and Beverages Sales

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

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

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

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

Fund-Raising Activities

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

Celebrations

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

Physical Activity

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

Physical Education

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

Recess

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

Classroom and Extracurricular Physical Activity

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

Social and Emotional Health

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

Implementation and Evaluation

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

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

Ref:

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

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

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

42 USC §1779 (Child Nutrition Act)

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

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

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

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

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

Adopted: 6/19/2006

Revised: 1/2/2009

Renumbered: 02/5/2014

Revised: 6/3/15

Hastings-on-Hudson Union Free School District

Schedule D1

COST RESPONSIBILITY DETAIL SHEET

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

*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.

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	☑	☐	☐
	Silverware - initial inventory replacement	☐	☐	☑
	Silverware - 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: Health Permits (cannot include overhead expenses incurred by FSMC)	☑	☐	☐
	Other* - specify: Bank Deposits (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)	☐	☐	☐

Schedule D2

DETAILED EXPLANATIONS FROM COST RESPONSIBILITY DETAIL SHEET

DETAILED EXPLANATIONS FROM COST RESPONSIBILITY DETAIL SHEET D1

Other #1. The cost of the County Health Permit in each school will be paid for by the FSMC

Other #2. All Bank Deposits must be made daily by the SFA

All Paper and cleaning supplies are the responsibility of the FSMC

Uniforms & Laundry = FSMC

The FSMC is responsible for cleaning all equipment within each kitchen including prep tables, slicers, steam tables, refrigerators etc.

DURING THE LIFE OF THIS CONTRACT, SERVICE ON ALL DISTRICT OWNED EQUIPMENT MUST BE APPROVED BY THE BUSINESS OFFICIAL PRIOR TO SERVICING THE EQUIPMENT.

Schedule E

ATTACH ITEMIZED INVENTORY LIST

The following is owned by the current FSMC and will need to be replaced should there be a change in FSMC's:

1 Laptop Computer in the FSD's Office.

All remaining items including all equipment and smallwares are the property of the SFA.

Schedule F

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.

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 F listing the title and salary of each employee.

2025-26
REQUIRED LABOR SCHEDULE

REQUIRED STAFFING for 2025-26			RATES AND HOURS: HASTINGS-ON-HUDSON UFSD							Schedule F-1
STAFF	Current 2024-25 Daily HRS	Current 2024-25 HRLY RATE	Required 2025-26 DAILY HRS	Required 2025-26 HRLY RATE July'25 thru June'26	# OF SERVING DAYS	# PAID SICK & PERSONAL DAYS	# PAID HOLIDAYS	TOTAL # OF PAID DAYS	TOTAL HOURS FOR TRAINING (outside of normal paid days)	MEDICAL & DENTAL Eligibility (Employee, Employ + 1, Family)
School: HILLSIDE ELEMENTARY										
1 R.M. - Lead	8.0	$ 17.00	8.0	$ 20.00	180	6	5	191	24	Fam - M,D,V
2 L.V.	7.0	$ 17.00	7.0	$ 17.50	180	5	5	190	24	Fam - M,D,V
3 B.P.	6.0	$ 17.00	6.0	$ 17.50	180	5	5	190	24	Fam - M,D,V
4 J.G	6.5	$ 17.00	6.5	$ 17.50	180	5	5	190	24	
5 NEW	0.0	$ -	5.0	$ 17.00	180	4	5	189	24	
6 NEW	0.0	$ -	5.0	$ 17.00	180	4	5	189	24	
7										
8										
9 DDS	4.0	$ 23.06	4.0	$ 23.75	190	6	7	220	24	Fam-M,D,V
10 *wage and hours just based on Hillside Elementary School, DDS also covers the rest of HOH meal program at MS/HS										
11										
12										
Subtotal			41.5			35	37		168	
School:										
1										
2										
3										
Subtotal			0.0			0	0	0	-	
TOTAL ALL			41.50			35.00	37.00		168.00	

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

Total salary wages for FSMC employees from Labor Cost Projection	$_____
Total hourly wages for FSMC employees from Labor Cost Projection	$_____
Total combined salary and hourly wages for FSMC employees	**$_____**

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

FICA	$_____
Workers' Compensation	$_____
Federal Unemployment	$_____
State Disability	$_____
State Unemployment	$_____
Medical Insurance	$_____
Life Insurance	$_____
Dental Insurance	$_____
Long Term DBL	$_____
Other _____	$_____
Other _____	$_____
Total other payroll costs	**$_____**

Total Labor Cost	$_____

HASTINGS-ON-HUDSON UNION FREE SCHOOL DISTRICT

LABOR SPECIFICATIONS

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

1. It is the desire of the Hastings-on-Hudson Union Free School District that a full-time, 10.5 - month (with at least one week prior to the start of the school year required) per year Food Service Director be made available by the FSMC awarded this contract. The Hastings-on-Hudson Union Free School District shall have the right to interview and approve the FSMC's candidates for this position. Resumes of the perspective candidates shall be included with this bid. This is to indicate the background, experience and education of the candidates.

2. The Food Service Director is a full time, on-site position located at the Hastings-on-Hudson Union Free School District, exclusively responsible for the management and supervision of the Hastings-on-Hudson Union Free School District's food service program. The Food Service Director shall not be involved in any other school district or facility operated by the FSMC. All work to be performed for the SFA shall be completed on the premises of the SFA and not any other facility or neighboring district. The Food Service Director is required to work 10.5-months.

3. The Food Service Director should not function as a Food Service Worker, Cashier, Cook, etc. The Food Service Director should manage and oversee all program operations and ensure all financial and operation goals of the district are met. The Food Service Director is not an employee of the SFA.

4. The Food Service Director assigned to the Hastings-on-Hudson Union Free School District must have the following qualifications:

    a. Experience in all aspects of food service management including but not limited to: menu planning, ordering, accountability, satellite operations (when food is prepared in one facility and transported to a separate outlying facility for service), food handling, food production, nutrient analysis, preparation and presentation, safety and sanitation, and the ability to manage and train food service staff in a high quality food service operation

    b. Be ServSafe certified; maintain HACCP certification from FSMC; and any applicable local Board of Health certification

    c. Possess good interpersonal skills and be able to communicate effectively with staff, students, parents and administrators

    d. Computer knowledge of (at minimum) Microsoft Word, Microsoft Excel, email and Horizon POS systems

    e. A 2 or 4-year college degree, preferably in hospitality or equivalent

    f. A minimum of two (2) years of formal education related to foods, nutrition and management. Substitution of experience for education may be acceptable, and shall be determined at the sole discretion of the SFA through formal interviews prior to selection of the FSD Candidate.

    g. Three (3) years minimum experience in successfully managing a high quality, multi-unit, student oriented, cost effective school food service operation

    h. Each FSMC must submit resumes for at least two of their current Food Service Directors (not to include owners, district managers, supervisors or other headquarters personnel) currently working as Directors of school food service operations, and who are viable candidates to accept the position of Food Service Director at the Hastings-on-Hudson UFSD.

5. The Food Service Director must have reviewed this Bid Document and its contents and be prepared to comply with all specifications. The FSMC and the FSD are held responsible for 100% compliance of all requirements within the bid document. Penalties for non-compliance will be

issued as specified in the Agreement. A copy of the FSMC's bid submission must be made available to the Food Service Director.

6. Job Descriptions are required for all positions and are to be followed routinely. Specific job descriptions shall be included as part of this bid document by the FSMC.

7. Adequate personnel shall be employed to carry out all necessary operations, including but not limited to: all points of service, preparation, service, sanitation, cleanup, in-service training and other required functions as per job descriptions and contract specifications.

8. The FSMC will employ only persons acceptable to the school district. The SFA should be notified immediately if any employees are transferred or discharged. The FSMC is to promptly replace personnel who are terminated or otherwise leave the employment of the FSMC so that the high levels of food quality and customer service are not jeopardized.

9. Relief personnel (substitutes) are to be available to cover for illness, personal, vacation or other absences. A roster of one (1) additional substitute must always be available. The SFA may ask to review this roster at any time.

10. Penalties as noted in the Agreement may be imposed for staffing shortages that continually compromise the program and cause delays for students, faculty, and staff.

11. It is recommended all Food Service Workers currently employed and listed on Schedule F-1 shall be hired by the FSMC at the rates of pay and benefits shown. The District Treasurer shall approve deviations to this in advance.

12. The hourly food service workers shall be always paid at least the minimum NYS hourly wage. Those staff members that are currently above the minimum wage shall always remain above the minimum wage by at least their current differential.

13. The Food Service Director is to be onsite and visit both buildings daily (HS/MS and Hillside).

14. The district's Health and Safety Committee may require representatives of the FSMC, including the Food Service Director, to periodically attend its meetings. The purpose would be to provide an ongoing communication network between students, faculty and the FSMC. Menu suggestions, taste tests, service problems, suggested improvements and advertising for educational and other special programs are a few of the agenda topics that may be discussed at such meetings.

15. The FSMC District Manager shall meet with client/liaison with the required frequency as described in the bid specifications to discuss financial and service standards, deviations and corrections as needed. Discussion of the monthly and year-to-date profit and loss statement shall occur at this time.

16. The Food Service Director is to meet with the All-Building Principals at least bi-monthly and with the District Treasurer or designated liaison at least once per month to ensure that quality of service is maintained at desired levels. Delivery of the monthly profit and loss statement and other financial and operational documents as required in Schedule A, shall occur during the monthly meeting with the District Treasurer.

17. The district may request an annual presentation to the Board of Education by the Food Service Director or FSMC representatives to promote the food service program, and keep the district informed as to the status of the district's food service operation.

18. Proper signage on each serving line shall be provided to inform students and staff of the exact offerings they are entitled to within their complete meal.

19. Proper attire consisting of smocks/aprons, hairnets and nametags, are to be worn by all food service personnel. Supplemental hair restraints such as hats or visors are welcome additions to the required hairnets.

20. Employees who handle money or cleaning supplies are not to handle food at the same time.

21. A cook at each school is required to attend mandated training courses in safety and sanitation, training in reacting to food allergies/cross contamination and compliance with local county and state Health Department Regulations. ServSafe Certification is required by at least one employee in each building (in addition to the FSD) as well as compliance with all HACCP regulations.

22. Technical support services shall be provided by the FSMC for the purpose of training food service personnel. The technical experts are to provide on-site training to all food service personnel and must complete a minimum of three (3) visits annually. Documentation is to be provided to the District Treasurer within ten (10) days of the completion of trainings.

23. The FSMC is to provide functional routine training in tasks listed in the job descriptions as well as any County-wide allergen requirements. Such training shall be provided by the Food Service Director and/or the District Manager to ensure that all food service personnel are aware of policies, procedures, methods and customer service standards they are to implement when providing daily service. A minimum three (3) hour training session shall occur prior to the start of the 2025-26 school year. Documentation shall be provided to the District Treasurer of the training topics and attendees.

24. Specialized training in food safety, sanitation, and food handling techniques must be provided for all employees. An additional three (3) hours of training, pertaining to safety and sanitation, are to be provided within each school year. These specialized training sessions must include information on bloodborne pathogens and allergen management. Documentation shall be provided to the District Treasurer of the training topics and attendees.

25. The potential Food Service Management Companies must submit with their bids the following information:

    a. Names of the training programs to be offered; names and credentials of the technical experts who will deliver such training programs; and approximate date range of the training programs planned

26. The SFA shall have the right in its sole discretion to reject any of the FSMC's current employees and incoming applicants in the best interests of the district, and to bar such employee from any district facility. Any replacement to be used by the FSMC shall be subject to the SFA's prior approval. As the FSMC is obligated to provide all labor necessary to perform the work, the SFA's rejection of any such employee shall not affect the FSMC's obligation to provide for any modification.

27. All FSMC employees shall be screened by the FSMC for sex offenses using the New York State Sex Offender Registry. The FSMC shall provide a list verifying that each employee has been entered and screened through the registry prior to commencement of work at SFA facility.

28. The FSMC shall be engaged as an independent contractor for purposes of taxes, social security and other withholdings. The FSMC shall be solely responsible for payment of all taxes and expressly agrees to defend and indemnify the SFA for any action brought by any governmental entity, agency, authority or office or by any individual or other entity with respect to taxes which may be related to any payment made by the SFA under this Agreement.

29. All FSMC direct payroll, payroll taxes and benefits shall be broken out on the monthly operating report for a clear path of determining the total labor cost for each month. The cost of all benefits and taxes shall be broken out on the labor summary form submitted with each FSMC's response.

30. All employees listed on Schedule F-1 will be employed for every service day the school is open.

31. The FSMC must comply with NYS Department of Labor Standards concerning all wage and hour laws.

32. The FSMC will be responsible for fingerprinting all new staff members. The cost of this fingerprinting will be the responsibility of the FSMC. The existing employees who worked in the 2024-25 school year have been fingerprinted and will not need further fingerprinting.

Schedule G

USDA Foods Entitlement Value for 2025-2026 School Year

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

N/A: The district is not currently in the National School Breakfast and Lunch Programs

Schedule H

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.

-- LEGAL NOTICE --

ADVERTISEMENT FOR BIDS
FOR CHILD NUTRITION FOOD SERVICE PROGRAMS

The Hastings-on-Hudson Union Free School District, 27 Farragut Avenue, Hastings-on-Hudson, New York, 10706, invites sealed bids for providing the services to operate the National School Breakfast and Lunch Program at the Hillside Elementary School.

Bids will be received at the Office of the District Treasurer, Hastings-on-Hudson Union Free School District, 27 Farragut Avenue, Hastings-on-Hudson, New York, 10706 until 10:00am on Thursday, August 21, 2025, at which time all bids will be opened and read aloud. Specifications may be obtained at the Office of the District Treasurer, located at the above-mentioned address. The Hastings-on-Hudson Union Free School District Board of Education reserves the right to reject all bids and the right to waive any informality in bids.

It is strongly suggested that all prospective bidders attend a pre-bid conference and site visitation to be held on Thursday, August 14, 2025 at 10:00am in the Business Office, 27 Farragut Avenue, Hastings-on-Hudson, New York, 10706. Please contact hmbigley@hmb-consultants to coordinate your attendance.

By: Maureen Caraballo
District Treasurer
Hastings-on-Hudson Union Free School District

Dated: August 7, 2025
The Journal News

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

I certify that I have visited the Hillside Elementary School location within the Hastings-on-Hudson Union Free School District.

Name of Management Company _____

Name of Representative _____
(please print)

Signature of Representative _____

Date _____

Name of School **Signature of School District Representative**

Hillside Elementary School_____ Date _____

FSMC PROFIT AND LOSS STATEMENT AGREEMENT
HASTINGS-ON-HUDSON UNION FREE SCHOOL DISTRICT

Profit and Loss Statement Agreement:

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

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

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

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

Name (print) _____

Signature _____

Title _____

Food Service Management Company _____

Date _____

SAMPLE HASTINGS-ON-HUDSON UNION FREE SCHOOL DISTRICT
FOOD SERVICE PROFIT AND LOSS STATEMENT

Month of April 2026

Sample P & L		Current Month	Percent		Year To Date	Percent	
Operating Days		15			101		
Meals-Paid, Reduced, Prepaid	$	23,214	45.4%		83,808	54.8%	
Student A la Carte	$	25,444	49.8%		40,379	26.4%	
Adult Meals	$	2,648	5.2%		12,019	7.9%	
Less Sales Tax	$	(212)	-0.4%		(942)	-0.6%	
Vending Sales	$	-	0.0%		-	0.0%	
Net Cash Sales	$	51,094	100.0%		152,879	100.0%	
NYS & Federal Reimbursements	$	53,709			155,698		
Total School District Revenue	**$**	**104,803**			**443,840**		
Breakfast Meals Served:							
Paid	**$**	**2,872**					
Reduced	**$**	**198**					
Free	**$**	**3,189**					
Total Breakfast Meals Served	**$**	**6,259**					
Lunch Meals Served:							
Paid		8464	50.0%		57,327	46.7%	
Reduced		2070	12.2%		13,076	10.6%	
Free		6383	37.7%		42,384	34.5%	
Total Lunch Meals Served		16,917	100.0%		122,787	100.0%	
A La Carte Equivalent Meals. $5.05		7,412			25,683		
Total Meals Served		30,588			148,470		
# of Lunch Meals x $3.09 Rate	$	94,517.3		$	403,969.2		
Amount Due Contractor	**$**	**94,517**		**$**	**403,969**		
Net School District Fund Balance	**$**	**10,286**		**$**	**39,870**		
Total Contractors Revenue	**$**	**94,517**	**3.090**	**$**	**403,969**	**2.721**	
Product Cost		29,689	0.9706	$	170,000	1.1450	42.1%
Total Personnel		38,118	1.2462	$	159,000	1.0709	39.4%
Other Direct Cost		9,109	0.2978	$	52,385	0.3528	13.0%
Contractor's Net Operating Costs		76,916	2.5146	$	381,385	2.5688	94.4%
Contractors Net Profit or Loss	**$**	**17,601**	0.5754	**$**	**22,584**	0.1521	5.6%

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

2025-2026 School Calendar

SCHOOL IS CLOSED ON DAYS BOXED
STAFF ATTENDANCE REQUIRED (NO STUDENTS)

August '25

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

Instructional=0 SCD=2

September '25

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

Instructional=19

October '25

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

Instructional=20

November '25

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

Instructional=17

December '25

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

Instructional=16 SCD=1

January '26

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

Instructional=19

	AUGUST
27-28	Superintendent Conference Days
29	Labor Day Holiday Weekend
	SEPTEMBER
1	Labor Day Holiday Weekend
2	First Day of School
23 & 24	Rosh Hashanah
	OCTOBER
2	Yom Kippur
13	Indigenous People's Day/Columbus Day
20	Diwali
	NOVEMBER
11	Veteran's Day
26	*Early Dismissal (HES 11:30 am/FMS & HHS 11:45 am)
27 & 28	Thanksgiving Holiday Recess
	DECEMBER
8	SCD/Parent Teacher Conferences
11	Evening Parent Teacher Conferences
14	1st Night of Hanukkah
24-31	Holiday Recess
25	Christmas
26	1st Day of Kwanzaa
	JANUARY
1 & 2	New Year's Day - Holiday Recess
19	Martin Luther King, Jr.
	FEBRUARY
16	President's Day
16-20	Mid-Winter Recess
17	Lunar New Year & 1st Night of Ramadan
	MARCH
19	Superintendent Conference Day
20	Eid al-Fitr
30 & 31	Spring Recess
	APRIL
1-3	Spring Recess
2	Passover begins
3	Good Friday
5	Easter Sunday
	MAY
25	Memorial Day
27	Eid al-Adha
	JUNE
19	Juneteenth
26	Last Day of School
	JULY
4	Independence Day Holiday

NOTE: If there are more than 6 ECD's the following days will be school days: 3/30, 3/31, 4/1

TOTAL DAYS: 182 (STUDENTS) • TOTAL DAYS: 186 (TEACHERS)

***NOTE: No after-school programs or childcare programs offered on 11/26**

February '26

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

Instructional=15 SCD=1

March '26

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

Instructional=18 SCD=1

April '26

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

Instructional=19

May '26

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

Instructional=20

June '26

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

Instructional=19

July '26

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

As of 2/12/2025

Adopted by the BOE on: 2/11/2025

BID ACCEPTANCE

The SFA intends to enter into a contract with the contractor whose proposal, in the sole judgment of the SFA, is most advantageous to its food service needs. Financial and other factors will be considered in the evaluation of the bid submittals. Proposals from the Contractor should be submitted to the SFA on the most favored terms possible from the standpoint of cost and technical capability. The SFA reserves the right to reject any proposals it finds unacceptable or incomplete, and to waive any of the requirements of the bid selection procedures explained in this document. Upon selection of the Contractor, the SFA will prepare, and the Contractor will enter into, an appropriate agreement setting forth the terms and conditions of the parties' rights and obligations. Such contract will incorporate by reference, and follow substantially, the terms set forth within.

It is understood that any company submitting a bid agrees to all the terms and conditions of the bid specifications.

The Hastings-on-Hudson Union Free School District is committed to providing an innovative, exciting, eye appealing, appetizing and cost-effective School Breakfast and Lunch Child Nutrition Program. It is the Hastings-on-Hudson UFSD's intent to increase participation through improved quality of food served and methods of serving customers.

FSMC BID SUBMITTAL FORMAT

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

1. Section 1: The entire NYS Type III Agreement and Specifications, including:
    a. Performance Security
    b. Certificate of Insurance
    c. Workers' Compensation carrier
    d. Financial Support Schedules, etc.
    e. A smaller tab indicating the location of the respective Bid Form Option

2. Section 2: A detailed description of the nutrition awareness and education programs, including:
    a. Corporate allergen management plan
    b. Sample production records
    c. Sample of at least 5 complex entrée recipes
    d. Statement indicating FSMC has the capability to provide a nutrient analysis for all menu items on any given day, week or month as requested by the SFA
    e. Explanation of the FSMC's "Farm to School" program and how it relates to the Hastings-on-Hudson Union Free School District

3. Section 3: A detailed description of the training programs for all management and hourly employees, including:
    a. Dates of proposed training
    b. Names of the training programs to be offered
    c. Names and credentials of the technical experts who will deliver such training programs
    d. Job Descriptions are required for all positions at Hillside Elementary and are to be followed routinely. Specific job descriptions shall be included as part of this bid document by the FSMC.

4. Section 4: Food handling and safety:
    a. HACCP / Food Safety Plan
    b. Sanitation programs

5. Section 5: Certified Annual Financial Statements indicating financial stability, reflecting a minimum of the last 3 completed fiscal years
    a. Additional costs associated with compliance with nutritional standards and all related guidelines specific to this contract and its schedules

6. Section 6:
    a. Client list of all current NYS School Contracts
    b. A list within the last 5 years of any and all school district or other food service contracts that have been terminated prior to contract expiration and reasons for such termination, and/or not renewed after year one, two, three or four of the contract cycle

7. Section 7: Transition Plan to contain a detailed written timetable for the transition of the FSMC activities required from the proposed date of the award to the first day of school. The timetable shall include dates of employment for all staff with specific training dates included. The title of the person responsible for proper implementation of this transition timeline shall be identified. It is extremely important that the SFA gain a full understanding of the specific timeline that will take place from the time of the award to the opening of school. At a minimum the transition plan should address the following areas:
    a. Timeline for pre-opening
    b. Sample transition schedule
    c. Personnel
    d. Equipment
    e. Accountability/examples of billing
    f. Communication plan with students, parents, SFA, Wellness Committee, etc.
    g. Specific dates of employee meetings and trainings, as well as meetings to be held with the SFA must be clearly identified.

8. Section 8: Promotions
    a. Listing of at least 10 programs planned for the year of the bid
    b. Marketing Plan

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**—T he 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

This institution is an equal opportunity provider.

Non-Collusive Bidding Certification Form

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

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

_____
Name of Bidder/Company

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

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

_____
Print Name

_____
Date

_____
Email Address

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