



Neshaminy School District

Requests for Proposal (RFP)

for

RFP 17-17

Food Service Cost Reimbursable Contract

For 2016-2017

Release Date: April 21, 2016



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF EDUCATION
333 MARKET STREET
HARRISBURG, PA 17126-0333
www.education.pa.gov

Food Service Management Company (FSMC)
Request for Proposal (RFP) and COST REIMBURSABLE Contract

NESHAMINY SCHOOL DISTRICT
PEARS Agreement Number 122-09-750-2

July 1, (2016) to June 30, (2017)

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Any School Food Authority (SFA) selecting to use a FSMC must prepare a RFP utilizing this document which may not be re-typed or changed in any way. Addendums to the original or renewal year contract are not permitted. Should the SFA and FSMC enter into any addendum, the Division of Food and Nutrition (DFN) will not review the addendum and the language in this document prevails as binding. The standard form contract has open fields where additions can be made on the contract, itself, in lieu of attaching an addendum.

Division of Food and Nutrition Final Approval Date: ____/____/____

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Agreement Page

This bidder certifies that he/she shall operate in accordance with all applicable State and Federal regulations.

This bidder certifies that all terms and conditions within the Bid Solicitation shall be considered a part of the contract as if incorporated therein.

This Agreement shall be in effect for one year starting July 1, **2016** through June 30, **2017** and may be renewed by mutual agreement for up to four additional one-year period(s).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representative the day and year.

Neshaminy School District

Enter SFA Here

Enter FSMC Here

Signature (**in blue ink only**) of Authorized Representative

Signature (**in blue ink only**) of Authorized Representative

Printed Name of Authorized Representative

Printed Name of Authorized Representative

Title

Title

Date Signed

Date Signed

Attest (**in blue ink only**)

Attest (**in blue ink only**)

For DFN use only:

General Information

A. Intent

This solicitation is for the purpose of entering into a contract for the operation of a food service program for **Neshaminy School District**, herein after referred to as the School Food Authority (SFA).

The bidder is herein referred to as the Food Service Management Company (FSMC). The contract will be between the SFA and FSMC.

B. Procurement Method

1. All procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with Title 2 CFR §200.318-200.326.
2. This contract will be a **Cost-Reimbursable** contract whereas the FSMC will be paid on the basis of the direct costs (food, labor, and supplies) incurred plus fixed fees (administrative and management fees). Expenses that represent the administrative fee must be itemized. A management fee represents the profit to the FSMC.
3. The value of commodities received must be itemized in the regular monthly billing to the SFA to document savings resulting from commodity receipt. The FSMC will ensure that its system of inventory management will not result in the SFA being charged for donated foods.
4. The SFA must determine the existence of the proper pass through value of the donated commodities; e.g., credits or reductions on the invoice in the month of receipt. The values are to be based on the values at the point the SFA receives the commodities from the Pennsylvania Department of Agriculture (PDA), and on USDA commodity prices pertinent to the time period, and shall be in the meal cost that is included in the bidder's proposal.

C. Pre-Bid Meeting

A meeting with interested bidders to review the specifications, to clarify any questions, and for a walk-through of the facilities with school officials will be held on **April 25, 2016 at 9:00 a.m. at Maple Point Administrative Office, Board Room, 2250 Langhorne-Yardley Road, Langhorne, PA 19047**. Attendance is required.

D. Bid Submission and Award

1. Proposals are to be submitted to:
Neshaminy School District
Attention: **Purchasing Office at Neshaminy High School Campus**
2001 Old Lincoln Highway
Langhorne, PA 19047

Public opening will be at 10:00 AM on May 9, 2016. Proposals will not be accepted after this time. Proposals are to be submitted in a sealed envelope marked Food Service Management Bid.

2. The SFA will not conduct the procurement process in a manner that uses statutorily or administratively imposed in-state or local geographic preferences in the evaluation of bids or proposals in accordance with Title 2 CFR §200.319(b).

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3. SFAs are prohibited from entering into a contract with a FSMC that provides recommendations, develops or drafts specifications, requirements, statements of work, requests for proposals, contract terms and conditions, or other documents for use in conducting procurement.
4. The SFA reserves the right to reject any or all bids, if deemed in the best interest of the SFA.
5. For consideration, each FSMC must submit a complete response to this solicitation using only the forms provided. No additional forms will be accepted as part of this contract. If any additional forms are used, they are not binding and DFN will not review or approve these forms.
6. The SFA will award the contract to the most qualified and responsible FSMC whose proposal is responsive to this solicitation. A responsible FSMC is one whose financial, technical and other resources indicate an ability to perform the services required by this solicitation.
7. FSMCs or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so will be at the FSMC's own risk and cannot secure relief on the plea of error. The SFA is not liable for any cost incurred by the bidder prior to the Pennsylvania Department of Education (PDE) Division of Food and Nutrition's (DFN) final approval of the contract, as dated on the cover page and the signing of the contract by all parties. Paying the FSMC from Child Nutrition (CN) program funds (school food service account) is prohibited until the contract is signed by both parties and final approval is provided by DFN. **DFN approval must be initialed on each page of the contract prior to both parties signing of the contract.**
8. If additional information is required, please contact **Barbara Markowitz** at **215-809-6520** or at **bmarkowitz@neshaminy.k12.pa.us**.

E. Award Criteria

The contract will be awarded to the responsible bidder whose proposal is most advantageous to the program with price and other factors considered. An evaluation committee must be comprised of at least three people. Each committee member evaluates proposals independently. **Select one** of the following scoring methods:

- One Step Scoring Method:** The relative value assigned to each criterion must be specified and "Cost" must be the primary factor (assigned 51% or more of the points or assigned the greatest number of points compared to other factors). Once the technical and cost components have been evaluated and ranked, the SFA may negotiate both components with any bidder receiving an average of **80%** or more (criteria must be consistent with the RFP and cannot add or delete specifications/requirements. i.e. the scope cannot change). At the conclusion of the negotiations the proposals are rescored and the award is made to the bidder presenting the most advantageous proposal, with price used as the primary factor.

Cost	21
Service Capability	15
Financial Conditions/Stability, Business Practices	10
Accounting and Reporting Systems	9
Personnel Management	20
Experience and References	10
Promotion of the School Food Service Program	5
Involvement of Students, Staff and Patrons	10
Total points possible:	<u>100</u>

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- Two Step Scoring Method: Technical proposals are evaluated and ranked using the value assigned to each criterion before cost is considered. The SFA may negotiate with any bidder receiving an average of **NA**% or more (criteria must be consistent with the RFP and cannot add or delete specification/requirements. i.e. the scope cannot change). At the conclusion of the negotiation the SFA requests bidders to submit best and final price. The award is made to the bidder submitting the lowest price.

Service Capability	NA
Financial Conditions/Stability, Business Practices	NA
Accounting and Reporting Systems	NA
Personnel Management	NA
Experience and References	NA
Promotion of the School Food Service Program	NA
Involvement of Students, Staff and Patrons	NA
Total points possible:	<u>100</u>

F. Bid Protests

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. SFAs must attach their bid protest procedures to their RFPs. Pursuant to CFR §200.318(k), SFAs must in all instances disclose all information regarding a protest to DFN.

G. Bonding Requirement

Bid Guarantee: The FSMC shall submit with its proposal, a bid guarantee for at least five percent (5%) of the total bid price in the form of a firm commitment such as a bid bond, postal money order, certified check, cashier’s check, or irrevocable letter of credit. Bid guarantees other than bid bonds will be returned (a) to unsuccessful FSMCs as soon as practicable after the opening of bids; and (b) to the successful FSMC upon execution of such further contractual documents (i.e., insurance coverage) and bonds as required by the proposal.

H. Captions

Captions in all sections of this document are provided only as a convenience and shall not affect the interpretation of this instrument, and its attachments.

I. Contract Terms

The contract shall be for a period of one year with the school year beginning on or about July 1, **2016**, and ending June 30, **2017**, with up to four one-year renewals with mutual agreement between the SFA and the FSMC.

This contract cannot be effective prior to the date of final approval by DFN, as dated on the cover page, and signed by both parties.

J. Employees

Retention of the current food service employees is addressed in the Standard Terms and Conditions under subsection Employees.

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K. Errors or Omissions

The proposing FSMC shall not be allowed to take advantage of any errors or omissions in the RFP specifications. Where errors occur in the RFP specification, the FSMC shall promptly notify the contact person listed. Inconsistencies in the RFP specifications are to be reported prior to proposals being submitted. The SFA must communicate to all potential bidders.

L. Final Contract

The complete contract includes all documents included by the SFA in the RFP and the proposal submitted by the FSMC. No additional addendums may be added.

M. Gifts from FSMC

The SFA's officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from FSMCs nor potential FSMCs. 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.

N. Late Bids

The SFA will not consider any bid received after the exact time specified for receipt.

O. Meal Equivalents

For the purpose of making the meal count computation, the number of meals served to children shall be determined by actual counts of reimbursable meals. The FSMC and SFA shall determine a la carte meal equivalents by dividing the a la carte revenue by the per meal sum of the Federal and State free meal reimbursement plus the per meal value of USDA entitlement and bonus donated foods. A la carte revenue shall include adult meals and a la carte sales to students and adults. If applicable, include revenue from vending machine sales as part of the a la carte revenue.

P. Payment and Fees

The following definitions are provided to clarify what are allowable direct costs:

- **Food:** limited to those items purchased for use in the preparation and service of student, adult, and a la carte meals as specified under terms and conditions.
- **Labor:** limited to on-site employees responsible for the management, preparation, service, and clean-up of meals.
- **Miscellaneous Expenses:** paper supplies, equipment rental, cleaning materials, commodity handling and warehousing charges, travel as required for effective program management, uniforms, printing, taxes and licenses, insurance, and as contractually obligated herein. All expenses must be allowable and directly allocable to the food service operation.

Q. Additional Information

The SFA may add any additional items that need to be covered in the RFP/original contract below. The SFA may not add additional items to the Renewal Year Contracts without rebidding unless the item constitutes an immaterial change from the original contract. PDE cannot provide an exclusive listing of which changes are material regarding the many procurement actions undertaken in CN programs. SFA should consult with legal counsel in making those determinations. However, PDE views a change as material when, had the new term been in the solicitation and original contract, it could have affected how the bidder and other competitors responded to the RFP.

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Any FSMC that submits a proposal for items or activities not requested by the SFA as specified in the RFP shall not be considered in the scoring process. The FSMC may be considered overly responsive and the proposal may not be accepted.

If the services of the FSMC are to begin after the start of the school year and the beginning contract term date is later than July 1 (i.e. January 1), enter the beginning contract term date under this section and include that date in the advertisement and solicitation. It must also be addressed at the walk-through. The ending contract term date will always be June 30.

Do not repeat any items/specifications outlined under General Information (A-P) or the Standard Terms & Conditions (1-28).

This proposal and contract are based on the SFA's 21 day menu. Please check a box below indicating whether or not additional proposals/worksheets will be considered.

Yes **No (choose one)**, the SFA will consider alternate menus when submitted with the proposal along with the applicable financial worksheet (POC) that demonstrate the cost associated with implementation of the alternate menu.

Paragraph Q Continues on the Following Page/s

For DFN use only:

Paragraph Q

1. Background Information and Purpose of Request for Proposal:

The District is currently self-operated. As such all the staff is on District payroll. FSMC’s must propose that all management employees will be provided by the FSMC including a three person onsite management team consisting of a director, an assistant director and a chef with extensive culinary experience. All hourly food service employees will be provided by the SFA. The FSMC will provide proposed staffing, wages and hours and will detail the staffing, wages and hours on Attachment CR4 FSMC Labor Worksheet and CR5 FSMC Fringe Benefits Worksheet . However the District may, in future years, move the District staff to FSMC payroll via staff attrition.

The District currently prepares food at all but one school Poquessing Middle satellites to Ferderbar (the District intends to maintain this arrangement), serves breakfast and lunch at eleven schools. Beginning in the 2015-16 school year the 5th grades at the elementary schools were moved to the three middle schools. In doing so, the lunch periods for the middle schools increased from 3 to 4 in two of them. The Food Service Department also provides vending and catering. The vending schedule will be handed out at the pre-proposal conference.

All schools have closed campuses; students do not leave the school for breakfast or lunch. The District will continue to maintain closed campuses. The District’s enrollment is 8,421 students of which 1,904 are eligible free and 266 are eligible reduced. This includes kindergarten students at all elementary schools all which are full day.

The annual total revenue of the District’s food service program last year was \$3,327,348. The District utilizes a point of sale system (hereafter known as POS) at all schools. The details of the number of serving days and POS stations will be handed out at the pre-proposal conference.

The current pricing structure has been in effect since September of 2015. The meal prices are detailed in Attachment CR1. Catering and a la carte pricing must be submitted to the administration for approval. The proposal is to be based on the prices as detailed in Attachment CR3 and maintaining a surplus operation. Any price increase must be reviewed by the administration and approved by the Board.

2. FSMC Qualifications: The purpose of this RFP is to select a food services management company to manage and operate the District’s food services operations and to cooperatively plan and implement an efficient food service program. At a minimum, the following requirements must be satisfied for a company to be considered.

- a. The FSMC must be registered to do business in the State of Pennsylvania.
- b. The FSMC must have successfully operated food service programs for school districts for at least five years. The FSMC must be operating at least ten (10) NSLP food service programs for school districts of which five (5) must be public school districts and one must have an enrollment exceeding 7,000 students. Be sure to provide the name of district, address, enrollment, contact, phone number of contact, and start date of services as detailed on Supplement Forms 5 – FSMC List of School District Served. These requirements will not cause automatic rejection but shall be strongly considered in the evaluation process.
- c. The FSMC must have extensive involvement and experience in the school food services field in the areas of: operating an NSLP, CRE monitoring , designing facilities, selecting and procuring food service equipment, nutrition, menu planning, onsite production, quality control, employee supervision, staff training, employee motivation, marketing, and public relations. The development of model programs in these areas will be advantageous.

3. Objectives and Goals of the District: The successful FSMC will conduct the food services program in a manner which best fulfills the following objectives:

Objectives and Goals of the District	
1.	A Food Service onsite management structure/organization that allows for the onsite management to regularly visit each school to provide leadership, training, and guidance for the improvement of the entire food service operation. In order to accomplish this, the District is requiring a three (3) person onsite management team of which one must be a chef.
2.	Improve the marketing of the program in all the schools as well as improve the ambiance of the servery of the all schools.
3.	Develop and implement strategies to increase breakfast and lunch participation and offerings.
4.	Provide the best variety, nutrition and service while maintaining the current prices at a surplus financial operation. Good variety, great taste, freshness, authenticity, healthy/nutritious choices, ambiance, and excellent service will be the norm, not the exception.
5.	The FSMC must be innovative in providing appropriate food concepts that will attract and retain the

Objectives and Goals of the District
students in a comforting and comfortable atmosphere.
6. Promote nutritional awareness whenever the food service program can interface with district educational programs.
7. Maximize student interest/participation by seeking their input, implementing menu variations, merchandising techniques and by good communications with all interest groups.
8. To provide experienced staff to support operational efficiencies, as well as a management staff and structure which will offer adequate help and focus to accomplish a smooth transition and ensure that the District's school food program is one of consistent top quality and of positive regard by students, staff and the public
9. Apply the best professional efforts to keep the cost of service within budget.
10. Operate within the laws established by state and federal agencies which regulate the NSLP.
11. To make periodic recommendations regarding operational and/ or equipment needs which the Board may adopt, partially adopt, or abandon.
12. Establish a formal structure to routinely and continuously gather input from students, staff and the public about food services.
13. Establish and conduct management and staff training programs which will ensure staff development, proper supervision and consistent quality control both in production and service.
14. Operate a food service program that is self-sufficient, operates at a surplus and does not require a subsidy from general school funds.
15. Provide a financial reporting system that meets District, state and federal requirements along with monthly operating statements, back up and information regarding the food service program.
16. Provide for a smooth and seamless transition from the current operation to the new FSMC.
17. Improve the menu offerings at the elementary, middle and high school to provide more choices for the students.
18. Improve the adult offerings at all schools.
19. Improve the speed of service at the middle and high schools
20. Increase and improve a la carte sales in all schools.

4. **District and FSMC Responsibilities:** The District and FSMC responsibilities as follows:

District Responsibilities/Duties:
1. Pursuant to regulations for the NSLP, the District maintains the right and authority to determine the sale price for the meals, vending and a la carte items sold in its schools. The District is the sole judge as to the quality of the meals and other items sold by the FSMC. The FSMC agrees that all prices will be subject to prior Board of Education approval and that the FSMC will be responsible for complying with District practice for obtaining such approval.
2. The District will be responsible for painting within the kitchen and dining areas.

FSMC Responsibilities/Duties: Except as otherwise provided in this Contract and subject to the terms, conditions and limitations contained in this Contract, the FSMC will be responsible for:
1. Recommend management and operational strategies to contain operating costs, without sacrificing thorough and efficient operations.
2. The FSMC will have a plan for continuous improvement of the program and will recommend the acceptance of new food service trends that may be available to and approved by the District.
3. The FSMC will conduct a District approved, customer service satisfaction assessment of the food service program a minimum of once per year and share the results with the District in a timely manner. As part of this assessment the FSMC will survey a broad sampling of high school students and all Principals.
4. FSMC Guarantee Budget Exceptions: With the exceptions of enrollment, ADA, number of free and reduced, number of feeding days and commodity levels; all other budget exceptions must be submitted by FSMC to the District within 14 days of their occurrence and will be discussed and approved or denied within 7 days. All exceptions must be submitted on the form supplied by the District. The form will be used as a running summary of all exceptions approved or denied. Any budget exception not submitted within the 14 days (other than enrollment, ADA, no. of free and reduced, number of feeding days and commodity levels) will NOT be considered or approved.

FSMC Responsibilities/Duties: Except as otherwise provided in this Contract and subject to the terms, conditions and limitations contained in this Contract, the FSMC will be responsible for:

5. The FSMC will be responsible for maintaining and updating the POS system including updating the status of all students based upon information supplied by the District and, coordinating all service calls to the POS provider. All charges & expenses for the POS system will be paid for by the District and charged to the food service program as an operating expense. The annual amount charged to the food service program as a direct cost will be \$14,300.
6. The FSMC will provide any corporate support as needed.
7. When requested by administration, the FSMC will provide presentations to the Board.
8. The FSMC will provide all payroll functions for their employees.
9. The FSMC will provide analysis of trends and participation reports to improve the program.
10. The FSMC will make daily deposits at all schools. The FSMC is required to use the District's service for all deposits. The deposit procedures will comply with the SFA's operational, internal control requirements, and policies for similar processes. Deposits that may held overnight at the District's direction will be maintained in a District supplied safe storage for the Food Service Department. The FSMC will provide a list of the names of the deposit designees to the SFA.

5. **Organization and Reporting Relationships:** The FSMC will report to Business Administrator. The FSMC's onsite manager will notify the Business Administrator every time the onsite manager is not in the District (both personal and for business reasons). Also, the FSMC's onsite manager will not leave the District for any business reasons unless they have received an advance approval from the Business Administrator.
6. **Personnel:** The FSMC will provide appropriate staff to manage the District's food service operations in cooperation with school district administration and to provide assistance in a timely and professional manner with any personnel conflicts and concerns that may arise on a daily basis.

The FSMC will supply all the management staff. The SFA will provide all the hourly food service staff and clerical support. The FSMC will recommend hours and number of positions at each school location. The FSMC will have the sole responsibility to compensate its employees and new employees as they are hired, including all applicable taxes, insurance, and worker's compensation. Personnel employed by the FSMC are the sole responsibility of the FSMC, they are not employees of the District. Therefore the FSMC will establish its own terms and conditions of employment for its employees. However the District may, in future years, move the District staff to FSMC payroll via staff attrition.

- a. **FSMC Employee Supervision:** The FSMC will properly supervise personnel providing services for and on behalf of SFA under this Contract, including staff members who are being paid directly by the SFA but who are engaged to provide services on behalf of FSMC under this Contract. The FSMC and its employees and contractors will comply with the policies, rules and regulations of the SFA with respect to the use of SFA facilities and premises and with respect to employee conduct as established by the SFA from time to time and which are furnished in writing to FSMC. Supervision activities include:
 - i) employee and labor relations
 - ii) personnel development
 - iii) ensuring compliance with work rules established by the SFA, by FSMC or by applicable legal requirements
 - iv) hiring and appropriate employee discipline.
- b. **Site Management Services:** The FSMC will provide a full-time site manager, full-time assistant site manager and chef assigned exclusively to the SFA for the entire Contract year who will be employees of FSMC and who will have authority to take all necessary and appropriate action to insure that the services and responsibilities of FSMC are carried out on the site in accordance with this Contract. The SFA will have the power and authority under this Contract to approve or disapprove any member of the management team sought to be assigned by FSMC. All FSMCs should submit a resume of their best candidates and as much detail of the candidates' work history, education, skills and experience. The District will judge this component of the qualifications based upon the resume/skill summary and possible face to face interview. The District may interview the candidates. Should the proposed candidate/s be unacceptable the FSMC may have one additional opportunity to submit a candidate/s acceptable to the District in order to be deemed a qualified FSMC. If the additional candidate/s is to be deemed unacceptable, the FSMC may then be considered as unqualified and may have their proposals rejected.

At a minimum, the management team should meet the following criteria:

- i) Site Manager - Four years of relevant experience working for a food service management company in projects involving the NSLP, SBP, SFSP and/or SMP as well as five years of experience working in a supervisory capacity supervising other employees;
- ii) Assistant Site Manager - Two years of relevant experience working for a food service management company in projects involving the NSLP as well as three (3) years of experience working in a supervisory capacity supervising other employees.
- iii) Chef: One Year of relevant experience in the culinary arts.

The management team will have a demonstrated ability, as certified by FSMC, to work cooperatively and effectively with cafeteria workers, administrators, parents, students, and contractors; have a demonstrated ability, as certified by FSMC, to insure that all aspects of FSMC's duties as set forth in this Contract are being fulfilled; have the authority to act for and on behalf of FSMC to insure that all aspects of FSMC's duties as set forth in this Contract are fulfilled; and devote his/her attention on a full-time basis to his/her job as site manager and assistant site manager. FSMC will not pull the site manager off the job except for training or meetings required to enable him/her to perform his job.

- c. Although a full-time Site Manager is to be assigned by the FSMC to the SFA, it is recognized and acknowledged that there may be times when:
 - i) the FSMC requires or assigns the Site Manager to duties not directly related to the Site Manager's duties to the SFA.
 - ii) the Site Manager is on an unpaid leave of absence ill or disabled for a period of time longer than allowed under this Contract.

In any such situation, the FSMC will reduce the amount charged to the SFA in consideration of the Site Manager's attendance to other duties or functions. The SFA will not be charged for more than the actual number of sick days, vacations days or other paid leaves of absence granted by the FSMC to the site management team, subject to the following limitations for each one:

- i) 10 days of sick leave in a year
- ii) 10 days of vacation per year
- iii) 8 holidays per year.

The FSMC will not charge the SFA for any additional paid leaves that the management team may take under their Contracts with the FSMC. If any member of the management team should take any paid leave for a purpose other than sick leave, vacation or holidays, or for any of said purposes in excess of the limitations set forth herein, the FSMC will credit the SFA as appropriate. Any reductions or credits will be clearly set forth on the invoice to the SFA.

- b. Staffing: The FSMC will provide and/or utilize District staffing, other than the site manager/management. All staffing patterns/schedules as will be mutually agreed upon. The FSMC will not be responsible for hiring employees in excess of the minimum number required for efficient and effective operations.
- c. The SFA will have the right to require the removal or discharge of FSMC employees for unsatisfactory performance or those that conduct themselves in a manner which is detrimental to the physical, mental or moral well-being of students, staff and faculty, as determined by the District, provided the demand to do so is submitted in writing to the FSMC. Actual discharge will be in compliance with all applicable laws for the State and Federal Government. In the event of the removal or suspension of any such employee, the FSMC will immediately restructure its staff without disruption in service.
- d. The FSMC will have the sole responsibility to compensate its employees and new employees as they are hired, including all applicable taxes, insurance, and worker's compensation. Personnel employed by the FSMC are the sole responsibility of the FSMC, not employees of the District. Therefore the FSMC will establish its own terms and conditions of employment for its employees.
- e. The FSMC will submit a roster of all employees listing name, position, hourly wage rate, hours worked per day, shift hours and building assignment to the District and/or its designee. The roster will be updated within twenty four (24) hours of any changes and sent to the District and/or its designee. A complete new roster will be provided at the time of each change in the roster. Failure to provide will be considered a breach of contract and could result in termination. Any time a new employee is added to the roster, the FSMC must send a copy of the state clearance to the District and/or its designee before said employee can begin work.
- f. The FSMC will utilize only competent, skilled, trained and qualified individuals to perform services under this Contract and will ensure adherence to the following terms and conditions with respect to individuals performing services under this Contract:

- i) Every individual employed or provided by FSMC to provide services under this Contract will comply with all applicable regulations of governmental agencies or entities, pertaining to and including, age, fitness, competence, conduct, licensing, physical examination, drug and alcohol testing, and continued eligibility.
- ii) Notwithstanding anything herein to the contrary, FSMC will not supply or utilize any individual to perform any services under this Contract who is not competent, qualified, skilled and trained or who would be disqualified from service under any SFA policy, currently in effect or as may be in effect in the future, governing SFA employees.
- iii) Within fifteen (15) days of any employee or contractor of FSMC providing services under this Contract, FSMC will provide the following documents to the SFA:
 - 1. Criminal Background Check pursuant to Act 34; Department of Public Welfare Clearance Statement pursuant to Act 151; A Federal criminal history record in accordance with applicable law, including 24 P.S. §1-111; Any other re-employment record or form required by applicable law; and. Immigration and Naturalization I-9 form for establishing lawful employment status.
- iv) The FSMC will adopt and/or maintain and enforce policies and practices to prohibit improper and unlawful conduct by its employees, contractors and volunteers, unlawful discrimination, harassment and intimidation, child abuse and drug and alcohol infractions. FSMC will provide any amendments to said policies promptly upon any such amendments being made by FSMC.
- v) The FSMC will assign a sufficient number of employees, when combined with the employees to be supplied by the SFA employees in accordance with the terms and conditions of this Contract, so as to ensure an efficient and effective food service program to meet the needs of the SFA and of the students it serves.

g. The FSMC must also comply with Pennsylvania H.B. 1816 and 435.

h. The FSMC will comply with all wage/hours employment requirements of federal and state law.

i. The FSMC will comply with Title VI of the Civil Rights Act of 1964 and the regulations of the United States Department of Agriculture issued there under and any additions or amendments thereto. Respondents will certify by signing the RFP forms that the FSMC is in compliance.

j. It is the responsibility of the FSMC to insure that all OSHA and Hazardous Communication Act regulations applying to this job are adhered to at all times.

k. The FSMC will instruct its employees to abide by the policies, rules and regulations, with respect to its use of District premises as established by the District from time to time and which are furnished in writing to the FSMC.

l. All food service personnel assigned to each school will be instructed by the FSMC on the use of all emergency switches, and fire and safety devices in the kitchen and cafeteria areas.

m. The use of student workers or students enrolled in the District is prohibited without prior District approval.

n. The FSMC agrees that no food service supervisory employees of SFA will be hired by FSMC for the term of this Contract without permission of the District, any extension of this Contract, or during the three (3) months following the termination of this Contract or any extension of this Contract.

The SFA agrees that on-site management employees of FSMC will neither be hired by SFA or any facility affiliated with SFA for the term of this Contract, any extension of this Contract, or during the three (3) months following the termination of this Contract or any extension of this Contract. For the purpose of this prohibition, "on-site management employees" will be defined as those persons who have directly or indirectly performed management or professional services on SFA'S premises at any time during the 12 month period immediately preceding termination of this Contract or any extension of this Contract.

7. **Start-Up/Transition Plan:** A successful startup of this contract is essential to its success. So much so, that the FSMCs startup/transition plan will be considered in the evaluation process in Service Capability. For an FSMC to be considered to be responsive, the FSMC must submit with their proposal response a detailed startup/transition plan from pre-planning (30 days prior to the start of the contract) through the start of the contract and the first three months to September 30, 2016. The plan must detail the additional management/resources they will be providing as well as the startup task, any requirements for the District, implementation dates, estimated completion dates, and who is responsible (name and title). A responsive startup/transition plan must have 100 or more different (not repetitive) tasks listed covering the startup activities in implementation, management, HR, custodial and training. This plan must be submitted in an Excel format or a Gantt chart and it must be customized

to the startup of this contract. Failure to provide the aforementioned startup/transition plan and the detail will cause the FSMC's proposal to be non-responsive and not a responsive proposer. All startup costs will be amortized on a straight-line basis over a period of five (5) years.

8. **FSMC Investments:** There aren't any assumed investments. The District is NOT requesting or requiring any FSMC investment.
9. **District Direct Fixed Charges:** These charges must be included and used by all FSMCs in developing their proposals and included, in Attachment CR3 - NSLP Projected Operating Costs Worksheet. The District will charge to the food service program the following charges:
 - a. For on-going contract monitoring, \$19,200 The District will utilize the services of an independent and impartial monitor to provide assistance to the School Business Administrator for on-going monitoring of the contractors performance and compliance of the contract.
 - b. For POS annual system maintenance charges and license fees, \$14,300.
10. **FSMC Fees:** The FSMC may NOT charge the SFA an Administrative Fee for the 2016 - 2017 school year. The FSMC may charge a Flat Management Fee for the 2016-2017 school year of:
Management Fee 2016-2017: \$ _____ .

11. **Guaranteed Surplus Return:** The Guaranteed Surplus Return for the 2016-2017 school year SFA's Food Service/Cafeteria Operations will be a financial return of:

2016-2017: \$ _____

Guaranteed Return (Unlimited). The FSMC guarantees that the return to the SFA from the Food Service Program for the school year will be \$ _____. If the annual operating statement shows a return less than \$000,000, the FSMC will pay the difference between the actual and the guaranteed amount. The Guaranteed Return is based on the following conditions and assumptions remaining in effect for the Contract year and in the event that any one or more of the following conditions are not met during any applicable Contract year, FSMC'S guarantee obligation will be reduced by the net amount equivalent to any increased net cost or net loss of revenue directly attributable to the applicable changes in such condition(s).

- a. Reimbursement rates for the NSLP will not be less than the rates in effect for the immediately preceding school year.
- b. The value of government donated commodities and/or cash in lieu thereof will not be less than the value of government donated commodities and/or cash in lieu thereof during the immediately preceding school year.
- c. The number of days that meals are served during any applicable school year will be no less than 181 days for elementary, 179 days for middle and 179 for high for lunch .
- d. The number of days that meals are served during any applicable school year will be no less than 181 days for elementary, 179 days for middle and 179 for high for breakfast .
- e. The number of serving periods, locations, serving times and types of service will be subject to revision each Contract year, although it is generally expected that there will be no material changes from the service periods, locations, serving times and types of service provided during the 2015-2016 school year, except as provided herein.
- f. The student enrollment in the SFA for any applicable Contract year will be no less than eight thousand four hundred twenty one (8,421) students plus or minus 3%.
- g. The ratio of students eligible to receive free and reduced price meals as compared to total student enrollment will not decrease from those provided in Attachment CR1 Average Daily Participation and Schedule B School Lunch/Breakfast Times and Enrollment Data.
- h. The selling prices of Menu Platter Meals and a la carte selections will be no less than those set forth in Schedule A of the RFP Documents unless agreed otherwise in writing by the parties to this Contract.
- i. The actual costs charged to the food service budget by the SFA will not exceed the projected operating expenses as set forth on the Attachment CR3 – NSLP Projected Operating Costs and Budget Summary.
- j. In the event any federal, state, and/or local law, regulation or mandate requires (i) revisions to the original 21-day menu and/or (ii) significant changes to the nutritional requirements of the original 21-day menu, and/or (iii) material changes in conditions of food sales (e.g. serving a la carte or limiting food to be sold), the net impact to the Food Cost will be adjusted to reflect the corresponding net increase in Total Food Service Costs or net decrease in Gross Receipts.

12. **FSMC is an Independent Contractor:** The parties hereto agree that FSMC and any agents, contractors and employees of FSMC in the performance of this Contract will act in an independent contractor capacity and not as

officers, employees or agents of the SFA. FSMC's employees will at all times be and remain the sole employees of FSMC, and FSMC will be solely responsible for payment of all employees' wages, benefits and other compensation. FSMC, without any cost or expense to the SFA, will faithfully comply with all applicable laws or regulation involving workers' compensation and unemployment insurance, social security and withholding of income tax from wages, and will indemnify and hold the SFA harmless from any expenses or claims of whatsoever nature which may arise from an alleged violation of such applicable laws or regulations.

This Contract is not and will not be construed to be a "cost-plus-a-percentage-of-cost" or a "cost-plus-a percentage-of-income" contract.

13. **Contract Assignment:** The FSMC agrees that this Contract will not be assigned except to a wholly owned subsidiary of the FSMC.
14. **Notices:** Any notice or communication required by or permitted to be given under this Contract will be in writing and either served personally, delivered by a nationally recognized courier, or sent by United States certified mail, postage prepaid with the return receipt requested and addressed to the other party.

To the School District:

The Superintendent - or his/her successor and
The Business Administrator – Ms. Barbara Markowitz, or her successor
Neshaminy School District
2001 Old Lincoln Highway
Langhorne, PA 19047

To FSMC:

15. **Proposal Format, Content and Number of Copies:** All proposals shall be submitted with one (1) complete original proposal and four (4) complete bound copies in a sealed container along with one (1) electronic (a PDF on a USB drive. Be sure to include all the required proposal forms (see Required forms in Supplement Forms 1), proposal guarantees, financial statements, etc. Attachments CR1, CR3, CR4, CR5, CR6, CR7 and Supplement Forms 1, 2, 3, 4, 5, & 6 must be submitted as both a hard copy and electronically (on a USB drive the Excel file only).

The District wishes to be fair to all companies who have taken the time to prepare proposals. In order to evaluate the data that is being supplied on a comparative basis, all companies are instructed to follow the format prescribed herein and to limit content to the areas specifically referenced. All proposals must be organized in the following manner and all pages must be numbered:

- a. Letter of Transmittal
- b. Section I - Required Documents
- c. Section II - Executive Summary
- d. Section III - Text of Proposal
- e. Section IV – Exhibits
- f. Section V - References

Proprietary Information – FSMCs are requested to mark any specific information contained in their proposal which is not to be disclosed to the public or issued for purposes other than the evaluation of the proposals. Pricing and service elements of the proposal will not be considered proprietary.

- a. **Letter of Transmittal:** On a single page, include a brief introduction to your company and a brief statement of the overall goals of your proposal.
- b. **Section I - Required Documents:** Include here all proposal/RFP documents which are attached as part of these specifications. Be sure each is filled out correctly and signed where indicated. Also indicate if any exceptions are taken to this RFP and its specification. Be sure to include all forms as detailed on Supplement Forms 6 – Checklist for Required Forms as well as the FSMC's management team's resumes.
- c. **Section II - Executive Summary:** Provide and Executive Summary which:
 - i. Briefly describes the FSMCs approach to the proposal and clearly indicates any options or alternatives for service and menu improvements.
 - ii. Financial Guarantees: The District's objective is to have a program which will result in a surplus financial operation whereby no contribution is required by the District to subsidize any deficit. Indicate any major requirements that cannot be met by the FSMC.

- iii. Highlights the major features of the proposal and identifies any supporting information considered pertinent.
 - iv. In short, the reader should be able to determine the essence of the proposal and generally how well it meets the requirements by reading the Executive Summary.
- d. **Section III** - Text of Proposal: Your proposal will be evaluated based upon the award criteria. You should delineate, in detail, information which will help District in making a determination. It is important to use the following format to present your text so that the District may easily reference specific information.
- i. Experience
 - 1. Supply a history of your company in NSLP school feeding including elementary satellite feeding.
 - 2. Provide detail that you have successfully operated food service programs for school districts for at least five years. The FSMC must be operating at least ten (10) NSLP food service programs for school districts of which five (5) must be public school districts, one must be a program where the FSMC is managing District employees and one must have an enrollment exceeding 7,000 students
 - ii. Service Capabilities
 - 1. Supply a written explanation of how the District will be supervised above the level of onsite unit management.
 - 2. Include frequency of visitations by corporate and regional support personnel. Supply profiles for at least three corporate/regional level support individuals who will be directly involved with the District on a regular basis in the areas of operations, nutrition and personnel.
 - 3. Supply a table of company organization from the onsite unit level to the highest level company executive who may visit the District from time to time. As well as a detailed organization chart of the onsite operation.
 - 4. As the FSMC site management team is critical to the operation and major weight of the evaluation criteria is based upon the site management team, a detailed resume/summary of the FSMCs proposed site management team must be included.
 - iii. Record Keeping, Reporting and Accounting Systems
 - 1. Describe the income and meal reporting system which you will use in the District. Delineate how cash records are kept at the site and district level on a daily basis. Describe your methods of forecasting the financial status and participation of the program. In your exhibits include the cash report forms.
 - 2. Describe your billing procedure and how cost data is kept.
 - 3. Describe your month end reporting procedures. How many days after the end of the month will the District receive an operating statement? Include sample month end profit & loss statement in your exhibits and any back up month end forms in your exhibits
 - 4. Describe your internal control systems including inventory control and manager's reports. Include samples of forms used in your exhibits. If available, attach a copy of Auditor's Report on internal controls, SAS 70.
 - iv. Purchasing
 - 1. Describe your purchasing standards with regard to price, quality and service.
 - 2. Describe your purchasing procedures as they relate to individual units and the District. Include purchase requisition forms and any other purchasing forms in the exhibits.
 - 3. Describe how you will account for compliance with USDA regulations with regards to the requirement that all rebates, volume discounts and or manufactures allowances are to be returned to the District's Food Services operation.
 - v. Menus, Merchandising and Promotions
 - 1. Explain your company's standards regarding menu writing as it pertains to nutrition, variety, and customer appeal and government compliance.
 - 2. In your exhibits include the menus for the first twenty one days that you propose to use if selected. The FSMC will submit menus for approval to such persons as the District will designate, complete with prices. Include a proposed list of a la carte items and your pricing of each item. Also include your catering program, prices and costs should a school want to employ your services for school related activities. All items offered for sale and their prices must be approved by the District and meet NSLP and DFN Child Nutrition Guidelines and regulations.
 - 3. Describe at least two comprehensive merchandising concepts you have used successfully in other districts, which would be applicable to the District. In the exhibits provide artwork or other visual aids, which will help the District, understand the concept.

4. Describe at least three promotions you have used successfully to promote student participation in the past year. In the exhibits include graphics or other artwork to help the District understand the promotion.
5. School Community Input: Explain your standards with respect to the involvement, of students, parents, teachers and administrators as it relates to menu planning, nutrition, service and general customer satisfaction.
6. Nutrition Education: Describe the depth, extent and availability of nutrition education programs your company will supply to the District as part of your management service. In your exhibits provide examples of materials used in your nutrition education programs.
7. Plan of Operation
 - (i) Delineate how you plan to operate the District's food service program particularly with respect to any changes planned in the production, service, and improved student participation
 - (ii) Detail in your proposal how you will provide the best variety, nutrition and service while maintaining the current prices at a surplus financial operation.
 - (iii) Tell us how you will provide good variety, great taste, freshness, authenticity, healthy choices, ambiance, and excellent service that will be the norm, not the exception. Show us that you are innovative in providing appropriate food concepts that will attract and retain the students in a comforting and comfortable atmosphere.
 - (iv) Detail in your proposal how you looked at our food service program and used your creativity, skills, resources and staff to propose and provide a program that meets the District's stated goal.
 - (v) Tell us how you will improve speed of service, especially at the secondary schools.
8. Government Compliance: In what ways does the company insure government compliance in the following categories:
 - (i) CRE and the Comprehensive Resource Management Review.
 - (ii) Chapter 12, Health Code.
 - (iii) EEOC and Affirmative Action.
 - (iv) Criminal history employee background checks.
 - (v) Cash handling procedures.
 - (vi) USDA and DFN commodity handling.
 - (vii) Ensuring all rebates, volume discounts and or manufactures allowances are to be returned to the District's Food Services operation.
 - (viii) In your exhibits section supply any forms used to or comply with in the above categories.
9. Personnel:
 - (i) Describe your on the job training program for food service workers and what training occurs for management personnel.
 - (ii) Explain why you used the rates, hours and number of employees listed in the labor schedule for your employees.
 - (iii) Describe each of the benefits offered to employees in the proposal document and define the eligibility requirements (hours & weeks worked) for your staff to qualify for health benefits.
10. Transition Plan
 - (i) Provide a plan for a smooth and seamless transition of food service operation, if you are the successful FSMC.
 - (ii) Detail how you intend to start-up the operation and transition from the current operation. Provide a gnat chart detailing the time frame for each step, task and person responsible for it.
- e. **Section IV** - Exhibits: This section should include all of the forms, graphics, art and design and any other materials which have been referred to in the text. Be sure each item is labeled to correspond with its text reference.
- f. **Section V** - References: This section should include a list at least ten (10) NSLP food service programs for school districts of which five (5) must be public school districts, one must be a program where the FSMC is managing District employees and one must have an enrollment exceeding 7,000 students.
16. **Required Forms in FSMC Proposal Submission:** All FSMCs must complete Supplement Forms 1 – Checklist for Required Forms and submit all the required Forms on that checklist. Failure to do so could cause a FSMC's proposal not to be considered.
17. **Bid Protests:** All bid protests are forwarded to our Solicitor for his review and response . The District Administration and Board are notified when a Bid Protest are received.

Standard Terms and Conditions

1. Scope and Purpose

A. The FSMC shall operate in conformance with the SFA’s Policy/Agreement with PDE, PDE-3528.

B. The SFA currently operates the programs indicated below with a checkmark:

- | | |
|---|--|
| <input checked="" type="checkbox"/> National School Lunch Program (NSLP) | <input checked="" type="checkbox"/> School Breakfast Program (SBP) |
| <input type="checkbox"/> Provision 1, 2, 3 or Community Eligibility (CEP) | <input type="checkbox"/> Summer Food Service Program (SFSP) |
| <input type="checkbox"/> Child and Adult Care Food Program (CACFP – all programs) | <input type="checkbox"/> Afterschool Snack Program (ASP) |
| <input type="checkbox"/> Seamless Summer Option (SSO) | <input type="checkbox"/> Special Milk Program (SMP) |
| <input checked="" type="checkbox"/> A la Carte | <input checked="" type="checkbox"/> Vending |

Proposals must be inclusive of all of the SFA’s current programs. However, the SFA reserves the right to expand the federal CN program to provide the availability of food resources to children and students that can be served through these programs so long as both parties are in agreement and prior approval is obtained by the State Agency or it is documented in Section Q.

C. The FSMC shall be an independent contractor and not an employee of the SFA. The employees of the FSMC are not employees of the SFA.

D. The food service provided shall be operated and maintained as a resource to the SFA’s students, faculty, and staff and not as a source of profit to the FSMC.

E. The FSMC shall comply with the rules, regulations, policies, and instructions of PDE and USDA, and any additions or amendments thereto, including but not limited to, Title 7 CFR parts 210, 215, 220, 245, 250, 3017, and 3018; Title 2 CFR part 200; and Title 7 CFR parts 225 (SFSP) and 226 (CACFP), as applicable.

F. All income accruing as a result of payments by children and adults, federal and state reimbursements, and all other income from sources such as donations, special functions, grants, loans, etc., shall be deposited in the SFA’s food service account. Any profit or guaranteed return shall remain in the SFA’s food service account. The guaranteed return can be no less frequent than yearly. This is a non-profit program and, as such, the SFA’s food service account should retain a maximum balance of three (3) months operating expenses on hand as is required under 7 CFR §210.9(b)(2).

G. The SFA and the FSMC agree that this contract is neither a “cost-plus-a-percentage-of-income” nor a “cost-plus-a-percentage-of-cost” contract as required under 7 CFR §210.16(c) and 2 CFR §200.323(d).

H. The SFA shall be legally responsible for the conduct of the food service program, and shall supervise the food service operations in such manner as will ensure compliance with the rules and regulations of PDE and the USDA regarding each of the CN programs covered by this contract. The SFA shall not relinquish any prohibited responsibilities to the FSMC.

I. The SFA shall retain control of the CN program’s food service account and overall financial responsibility for the CN programs.

For DFN use only:

- J. The SFA shall establish all selling prices, including price adjustments, for all reimbursable and non-reimbursable meals/milk and a la carte (including vending, adult meals, contract meals, and catering) prices. (Exception: Non-pricing programs need not establish a selling price for reimbursable meals/milk.) These prices shall not be established by the FSMC. However, the FSMC may provide recommendations.
- K. The FSMC shall provide additional school-related food service, such as banquets, parties, refreshments for meetings, etc., as requested by the SFA. The SFA or requesting organizations will be billed for the actual cost of food, supplies and labor, and the FSMC's administrative expenses if applicable to providing such service. USDA commodities shall not be used for these special functions unless the SFA's students will be primary beneficiaries.
- L. Any Guaranteed Return proposed by the FSMC must be fully described including the methodology of the formula for determining the value. The methodology, inclusive of the formula/calculation, may not change in renewal years. The documentation supporting the Guaranteed Return is to be submitted with the Projected Operating Cost worksheet (Attachment CR3).
- M. 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 is not prohibited by Local Wellness Policies and state or federal program regulations.
- N. The FSMC shall cooperate with the SFA in promoting nutrition education and coordinating the SFA's food service with classroom instruction. The FSMC shall comply with the Local Wellness Policy including the nutrition guidelines as required.
- O. The FSMC shall make substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet, and those non-disabled students who are unable to consume regular lunch because of medical or other special dietary needs. Substitutions shall be made on a case-by-case basis when supported by a Medical Statement with the required information. There will be no additional charge to the student for such substitutions.
- P. Payment Terms/Method: The FSMC shall invoice the SFA at the end of each month for amounts due based on on-site records. The SFA shall make payments within 30 business days of the invoiced date. The payment of interest and late fees from the school food service account funds is prohibited. Under 7 CFR §210.21(f)(iv), the FSMC is required to identify the amount of each discount, rebate, and other applicable credits on bills and invoices presented to the SFA for payment. Detailed (itemized) cost documentation must be submitted monthly to support what the SFA is charged for each cost, charge, or expense. This documentation must be retained on-site by the SFA. Costs, charges, and expenses must be mutually agreeable to the SFA and the FSMC and be allowed by federal regulations. Upon termination of the Agreement, all outstanding amounts shall immediately become due and payable.
- Q. The SFA is responsible for all contractual agreements the SFA enters into in connection with the CN programs.
- R. This contract shall be construed under the laws of the Commonwealth of Pennsylvania. Any action or proceeding arising out of this contract shall be heard in the appropriate courts of the Commonwealth of Pennsylvania.
- S. The FSMC shall comply with the provisions of the bid specifications, which are hereby in all respects made a part of this contract.

For DFN use only:

- T. No provision of this contract shall be assigned or subcontracted without prior written consent of the SFA.
- U. No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.
- V. This contract constitutes the entire contract between the SFA and the FSMC.
- W. Any silence, absence, or omission from the contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.
- X. Payments on any claim shall not preclude the SFA from making a claim for adjustment on any item found not to have been in accordance with the provisions of this contract and bid specifications.
- Y. The SFA shall be responsible for ensuring the resolution of program review and audit findings.
- Z. This contract must be reviewed and approved by DFN prior to execution, as noted in the final approval on the cover page.

2. **Signature Authority**

- A. The SFA shall retain signature authority for the policy/agreement, PDE-3528, to participate in the CN programs, including but not limited to the School Nutrition Financial Form, the Verification Report, and the on-line submission of the sponsor application/site information and other reports, and requests to PDE to amend the application.
- B. The SFA shall retain signature authority for the Monthly Claim for Reimbursement in the CN Program Electronic Application and Reimbursement System (CN PEARS).
- C. The SFA is responsible for reviewing the data and signing the Edit Check Worksheet(s) prior to the submission of the monthly Claim for Reimbursement.
- D. The FSMC may not be given access to CN PEARS, COMPASS, or the PrimeroEdge Student Eligibility System.

3. **Free and Reduced Price Meals Policy**

- A. The SFA shall be responsible for the establishment and maintenance of the free and reduced price meals' eligibility roster. This may not be delegated to the FSMC.
- B. The FSMC shall implement an accurate point of service meal/milk count using the meal counting system submitted by the SFA in their application to participate in the CN programs and approved by DFN, as required under Title 7 CFR §210.8. Such meal/milk counting system must eliminate the potential for the overt identification of free and reduced price eligible students under Title 7 CFR §245.8 and prevent erroneous meal counts. The FSMC is responsible for ensuring students are not being claimed for meals when they were not in attendance at the time of the meal or did not receive a reimbursable meal. The SFA must have a system in place to monitor this.
- C. The SFA shall be responsible for the completion, distribution, and collection of the parent letter and household application for free and reduced price meals and/or free milk. This may not be delegated to the FSMC.

For DFN use only:

- D. The SFA shall be responsible for obtaining the Direct Certification List from COMPASS or PrimeroEdge (as applicable), as required throughout the school year, for use to determine eligibility for free meals without obtaining a household application for free and reduced price meals and/or free milk from parent/guardian. This may not be delegated to the FSMC.
- E. The SFA shall be responsible for the determination of eligibility for free and reduced price meals and free milk and will not disclose confidential information to the FSMC, as required under Title 7 CFR §210.16(a). The SFA will provide the FSMC with a list of children. This list must be updated by the SFA when changes occur in a student's eligibility status. These activities may not be delegated to the FSMC.
- F. The SFA shall be responsible for conducting any hearings related to determinations regarding eligibility for free and reduced price meals and free milk. This may not be delegated to the FSMC.
- G. The SFA shall be responsible for verifying household applications for free and reduced price meals and follow-up activities as required by federal regulations. **The Business Administrator or their designee** is responsible for completing the verification process. This may not be delegated to the FSMC.

4. **USDA Donated Foods**

- A. The SFA shall retain title to all USDA donated foods.
- B. The FSMC is prohibited from entering into any processing contracts utilizing USDA donated foods on behalf of the SFA. All refunds received from processors must be retained by the nonprofit school food service account.
- C. The FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to, USDA donated foods.
- D. The FSMC shall select, accept and use USDA donated foods in as large quantities as may be efficiently utilized in the SFA's nonprofit food service, subject to approval of the SFA. The SFA shall consult with the FSMC in the selection of commodities; however, the final determination as to the acceptance of commodities must be made by the SFA.
- E. The FSMC will use all donated ground beef and ground pork products, and all processed end products, in the SFA's food service. The FSMC will use all other donated foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the SFA's food service.
- F. The FSMC must assure that the procurement of processed end products on behalf of the SFA, as applicable, will ensure compliance with the requirements in subpart C of 7 CFR Part 250, and with the provisions of distributing or recipient agency processing agreements, and will ensure crediting of the SFA for the value of donated foods contained in such end products at the processing agreement value.
- G. The FSMC shall have records available to substantiate that the full value of all USDA donated foods is used solely for the benefit of the SFA.
- H. The values are to be based on the values at the point the SFA receives the commodities from the State distributing agency and based on the USDA Commodity Value Listing pertinent to the time period. This information is available from the PDA's Bureau of Food Distribution.

For DFN use only:

I. The FSMC shall perform the following activities in accordance with 7 CFR §250.50(d): (check all that apply)

- Preparing and serving meals using donated foods.
- Ordering or selection of donated foods (in coordination with the SFA).
- Storage and inventory management of donated foods.
- Payment of processing fees or submittal of refund requests to a processor on behalf of the SFA, or remittance of refunds for the value of donated foods in processed end products to the SFA.

5. Crediting For and Use of Donated Foods

- A. The FSMC must credit the SFA for the value of all donated foods received for use in the SFA’s meal service in the school year (including both entitlement and bonus foods).
- B. The FSMC must credit the SFA for the value of donated foods contained in processed end products if the FSMC is required to:
 - 1. Procure processed end products on behalf of the SFA, or
 - 2. Act as an intermediary in passing donated food value in processed end products on to the SFA.
- C. The SFA must determine the method by which crediting will occur and the means of documentation to be utilized to verify that the value of all donated foods has been credited. All crediting must be done on no less than a monthly basis.
- D. The FSMC must use the November USDA Commodity Value Listing for determining the donated food values to be used in crediting, in accordance with 7 CFR §250.51(c), or the actual donated food values. All forms of crediting must provide clear documentation of the value received from the donated foods.
- E. Following 7 CFR §210.21(f)(iv), invoices must clearly display all applicable credits to the SFA.

6. Inventory, Storage and Record Retention of USDA Donated Foods

- A. When this contract or subsequent renewals terminates, the FSMC must return all unused donated ground beef, donated ground pork and processed end products. At the termination of the contract, the SFA **will retain all** other unused donated foods.
- B. The FSMC will comply with the storage and inventory requirements for donated foods.
- C. The SFA, the Comptroller General, PDA, PDE, USDA, or their duly authorized representatives, may perform on-site reviews of the FSMC’s food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods.
- D. The FSMC will maintain records to document its compliance with requirements relating to donated foods, in accordance with 7 CFR §250.45(b).
- E. The SFA must maintain the following records relating to the use of donated foods:
 - 1. The donated foods and processed end products received and provided to the FSMC for use in the SFA’s food service.

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2. Documentation that the FSMC has credited the SFA for the value of all donated foods received for use in the SFA's food service in the school year, including, in accordance with the requirements in 7 CFR §250.51(a), the value of donated foods contained in processed end products.
3. The actual donated food values used in crediting.

F. The FSMC must maintain the following records relating to the use of donated foods:

1. The donated foods and processed end products received from, or on behalf of, the SFA, for use in the SFA's food service.
2. The FSMC must show documentation that it has credited the SFA for the value of all donated foods received for use in the SFA's food service in the school year, including, in accordance with the requirements in 7 CFR §250.51(a), the value of donated foods contained in processed end products.
3. The FSMC must maintain documentation of its procurement of processed end products on behalf of the SFA, as applicable.

G. The SFA must ensure that the FSMC is in compliance with the requirements of this part through its monitoring of the food service operation, as required in 7 CFR Parts 210, 225, or 226, as applicable. **The Business Administrator** is responsible for this monitoring process.

H. The SFA must conduct a reconciliation at least annually (and upon termination of the contract) to ensure that the FSMC has credited it for the value of all donated foods received for use in the SFA's food service in the school year.

7. Renewal Assumptions

A. Assumptions: Financial terms of the Agreement are based upon existing conditions and the following assumptions. If there is a material change in conditions, including, without limitations, changes to the following assumptions, this contract (1) may be terminated at the end of the current term or (2) continue under the same terms as written if the material change is outlined in section Q on page 7 and approval is granted by DFN, whichever is mutually agreed upon.

The distinction between a minor change and a material change cannot be qualified for every action undertaken in the CN programs. However, at a minimum, a change is material when, had the new term been in the solicitation and original contract, it could have affected how the bidder and other competitors responded to the RFP.

Services or features contingent on multi-year contracts are not allowable, for example equipment installation may not be stipulated for contract renewal years.

1. The SFA reserves the right to expand the federal CN programs in order to provide availability of food resources to children and students that can be served through these programs so long as both parties are in agreement and prior approval is obtained by DFN.
2. The SFA's policies, practices, and service requirements shall remain materially consistent throughout the contract term and any subsequent contract renewals.

The term materially consistent shall mean that a change does not (1) materially increase FSMC's cost of providing management service or (2) materially decrease the net revenue derived from the food service operations.

3. Legislation, regulations, and reimbursement rates that create changes in the CN program shall be enforced on their effective date.

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4. Usable commodities of adequate quality and variety required for the menu cycle, valued at an amount as set forth by USDA per pattern meal for the contract year will continue to be available.
 5. The government reimbursement rates in effect shall remain materially consistent throughout the year.
 6. Meal components and quantities required by any of the programs selected in letter B, under 1 (Scope and Purpose) of the Standard Terms and Conditions remain consistent with prior years.
 7. Service hours, service requirements, and type or number of facilities selling food and/or beverages on SFA's premises shall remain materially consistent throughout the contract term and any subsequent contract renewal years.
 8. The state or federal minimum wage rate and taxes in effect shall remain materially consistent throughout the year.
 9. The projected number of full feeding days is: **181 elementary, 179 middle and 179 high school for lunch** and shall remain materially consistent in renewal years.
 10. SFA revenue credited to the food service program shall include all state and federal amounts received specifically for CN operations.
- B. **Contract Cost Increase:** The SFA may negotiate at the end of each one year contract period for a cost increase. If there is an increase in the Administrative and Management Fees, it cannot exceed the annual percentage increase of the Consumer Price Index (CPI) for All Urban Consumers for the preceding year. The addition of new line items to the budget is not allowable in renewal years. The CPI can be used as a gauge for proposed increases to operating costs. However, the SFA must be able to justify approval for operating costs exceeding the CPI.
- C. All contract renewals shall be for a period of one year beginning July 1 and ending June 30, with mutual agreement between the SFA and the FSMC. Renewal contracts cannot be effective prior to the final approval date by DFN and signed by both parties. Failure to have renewal contracts fully executed prior to July 1, will lapse this contract and require the SFA to re-bid the contract.
- D. Renewal year contracts are contingent upon fulfillment of all contract provisions. If DFN determines during an Administrative Review, audit, etc., that the FSMC is not meeting contractual obligations and is responsible for noncompliance of program regulations, DFN may decline to approve a renewal contract until it can be demonstrated that the FSMC is capable of meeting contractual obligations and being in compliance with program regulations.

8. Health Certifications

- A. 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 or serving meals at any SFA facility.
- B. The FSMC shall maintain state and/or local health certifications for any facility outside the SFA in which it proposes to prepare meals and shall maintain this health certification for the durations of the contract as required under Title 7 CFR §210.16(c).
- C. The FSMC shall adhere to the Food Safety Plan implemented by the SFA for all preparation and service of school meals, using a Hazard Analysis and Critical Control Point (HACCP) system as required under Public Law 108-265.
- D. The FSMC agrees to allow at least two health inspections to be conducted by the Health Department at every site involved in school meal preparation and/or service as required by Public Law 108-265.

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- E. The SFA shall immediately correct any problems found as a result of a health inspection. The FSMC must support and cooperate with the necessary corrections.

9. Meals

- A. The FSMC shall serve meals on such days and at such times as requested by the SFA.
- B. The SFA shall retain control of the quality, extent, and general nature of the food service.
- C. The FSMC shall offer free, reduced price and paid reimbursable meals to all eligible children participating in the CN programs.
- D. In order for the FSMC to offer a la carte food service, the FSMC must offer free, reduced price and paid reimbursable meals to all eligible children.
- E. The FSMC shall provide meals in the CN programs that meet the requirements as established in 7 CFR Part 210.
- F. The FSMC shall provide the specified types of service in the schools/sites listed in Section 1, letter B.
- G. The FSMC shall promote maximum participation in the CN programs. Proposal shall include plan for FSMC to increase participation, if applicable, and any cost that will be incurred as a result of the plan. Any guarantee dependent on participation must identify the change to the guarantee based upon participation factors.
- H. 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.
- I. No payment will be made to the FSMC for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the SFA for each food component in the meal pattern, or do not otherwise meet the requirements of the contract.

10. Books and Records and Reports

- A. The FSMC shall maintain and provide to the SFA, on a monthly basis, detailed (itemized) documented cost records (supported by invoices, receipts, etc.). This documentation must be retained on-site by the SFA. The FSMC is required to identify the amount of each discount, rebate, and other applicable credits. All costs must be fully supported, mutually agreeable to the SFA and the FSMC and be allowed by federal regulations. The FSMC shall submit the detailed monthly documentation no later than the tenth (10th) 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. The SFA shall perform edit checks on the participation records provided by the FSMC prior to the preparation and submission on-line of the Claim for Reimbursement. The SFA shall reconcile Edit Check worksheets and daily/monthly meal counts against student attendance records and daily transaction worksheets/logs.
- B. The FSMC shall maintain records at the SFA to support all expenses and revenue appearing on the monthly operating statement attributable to the SFA. These records shall be kept at the SFA in an orderly fashion according to expense categories. This includes, but is not limited to invoices, receipts, and timesheets to support all expenses charged to the SFA.
- C. The FSMC shall provide the SFA with a year-end statement.

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- D. The SFA shall conduct an internal audit of food, labor and other large expense items quarterly, as well as performing random audits on smaller expense categories. This includes, but is not limited to conducting inventory counts and analyzing and reconciling invoices, receipts and time sheets.
- E. Should the SFA have any concern as to the FSMC's compliance of regulatory rules due to internal audits, monitoring, or an Administrative Review conducted by PDE, the SFA shall have the right to request an audit of the FSMC and the selection of the auditor(s) to perform the audit. The FSMC will be responsible for bearing the costs that occur as a result of this audit.
- F. The SFA and the FSMC must provide all documents as necessary for the independent auditor to conduct the SFA's single audit.
- G. Books and records of the FSMC pertaining to the CN program operations shall be made available, upon demand, in an easily accessible manner for a period of three (3) years from the end of the contract term (including extensions) to which they pertain, for audit, examination, excerpts and transcriptions by the SFA and/or any state or federal representatives and auditors.
- H. If audit findings regarding the FSMC's records have not been resolved within the three-year period, the records must be retained beyond the three-year period for as long as required for the resolution of issues raised by the audit. (Reference 2 CFR §200.333).
- I. The FSMC shall not remove federally required records from the SFA premises. Upon contract termination, the FSMC must leave copies of the records at the SFA premises.
- J. The SFA is responsible for ensuring resolution of program review and audit findings.

11. Employees

- A. The SFA reserves the right to interview and approve the on-site food service manager/director.
- B. The SFA must designate if the current SFA employees, including site and area managers as well as any other staff, will be retained by the SFA or be subject to employment by the FSMC. Employees **will be retained by both the SFA and FSMC.**
- C. The SFA must have a written code of conduct for all employees, which the FSMC must uphold for all employees working with the food program. (Reference 2 CFR §200.318(c)).
- D. If the SFA wants the SFA employees to be subject to employment by the FSMC, the Labor and Fringe worksheets, labeled Attachment CR4 and CR5 shall be submitted in accordance with Section 10B. The total amount shall equal the Projected Operating Cost line item worksheet's total, labeled Attachment CR3, for the expense item "Direct Labor and Benefits".
- E. The FSMC shall provide the SFA with a schedule of employees, positions, assigned locations, salaries, and hours to be worked as part of the proposal. Specific locations and assignments will be provided to the SFA two full calendar weeks prior to the commencement of operation.
- F. The FSMC must provide time sheets indicating the pro-ration of shared employees. These time sheets must be submitted monthly with each invoice that is submitted for payment. The time sheets need to clearly indicate all locations that a pro-rated employee works and the percent of time that this employee worked in each location.

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- G. The FSMC shall comply with all wage and hours of employment requirements of federal and state laws. The FSMC shall be responsible for supervising and training personnel, including SFA employed staff. Supervision activities include employee and labor relations, personnel development, and hiring and termination of FSMC management staff except for the site manager. The FSMC shall also be responsible for the hiring and termination of non-management staff who are employees of the FSMC.
- H. The SFA and FSMC must ensure that all food service employees meet and continue to meet all of the Professional Standards Requirements. All trainings must be documented in PrimeroEdge Teamwork.
- I. The FSMC shall maintain its own personnel and fringe benefits policies for its employees. A copy of these policies must be submitted with all proposal documents. These policies are subject to review by the SFA.
- J. Staffing patterns shall be mutually agreed upon.
- K. The FSMC shall not hire employees in excess of the number required for efficient operation.
- L. The SFA shall provide sanitary toilet and hand washing facilities for the employees of the FSMC.
- M. The SFA may request in writing the removal of any employee of the FSMC who violates health requirements or conducts himself/herself in a manner that is detrimental to the well-being of the students.
- N. In the event of the absence, termination, removal or suspension of any such employee, the FSMC shall immediately restructure the food service staff without disruption of service.
- O. All SFA and/or FSMC personnel assigned to the food service operation in each school shall be instructed in the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas.
- P. The use of student workers or students enrolled in vocational classes in the food service shall be mutually agreed upon.
- Q. The FSMC shall provide proof that each prospective employee working with children has had a Pennsylvania State Criminal History Background Check and a Federal Criminal History Record that is not more than one (1) year old. (Section 111 of the Public School Code. See Act 48 of 2003 Section 111 for specific convictions that this applies to.)
- R. The FSMC shall provide proof that each prospective employee working with children has had the required number of hours of approved child abuse recognition and reporting training. (Act 31 of 2014)

12. 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. A prototype check list (PDE002a) for monitoring can be found on PEARS/Applications/Download Forms under section SNP-Forms. Further, if there is more than one site, there is an additional requirement that the SFA conduct an on-site review of the counting and claiming system no later than February 1, of each year as required by 7 CFR §210.8. **The Business Administrator** is responsible for performing all on-site reviews.
- B. The records necessary for the SFA to complete the required monitoring activities must be maintained on-site by the FSMC under this contract, and must be made available to the Auditor General, USDA, PDE, PDA, and the SFA upon request for the purpose of auditing, examination, and review.

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13. Menus/Advisory Boards

- A. The FSMC must comply with the 21-day menu developed by the SFA for the programs checked in section 1, letter B of this contract, and is included in the RFP (the exception to this would be the SFSP which only requires an 11-day menu). Minor changes made by the FSMC after the first 21-day cycle must be approved by the SFA. The SFA shall approve menus no later than two weeks prior to service. Major changes to the menu are not allowable unless included as part of the RFP process and acceptable by the SFA as indicated in section Q on page 7. FSMC proposals must identify if they plan to change the 21 day menu included in the RFP, as indicated by the SFA in section Q. If so, the FSMC must identify how it will change the menu and the financial impact to revenues and expenses.
- B. The SFA is responsible for the formation and establishment of an advisory board composed of students, teachers, and parents to assist in menu planning and periodic meetings. The FSMC shall participate in these periodic meetings as deemed appropriate by the SFA.

14. Use of Facilities, Inventory, Equipment & Storage

- A. The SFA will make available, without any cost or charge to the FSMC, area(s) of the premises agreeable to both parties in which the FSMC shall render its services.
- B. The SFA reserves the right, at its sole discretion, to sell or dispense food or beverages, provided such use does not interfere with the operation of the CN programs.
- C. The FSMC and the SFA shall inventory the equipment and commodities owned by the SFA at the beginning of the school year, including but not limited to, silverware, trays, chinaware, glassware, and/or kitchen utensils.
- D. The FSMC shall maintain the inventory of silverware, trays, chinaware, glassware, kitchen utensils, and other operating items necessary for the food service operation at the inventory level as specified by the SFA.
- E. The SFA will replace expendable equipment and replace, repair and maintain non-expendable equipment except when damages result from the use of less than reasonable care by the employees of the FSMC.
- F. The FSMC shall maintain adequate storage procedures, inventory, and control of USDA donated foods in conformance with the SFA's agreement with PDA.
- G. The FSMC shall provide the SFA with one set of keys for all food service areas secured with locks.
- H. The SFA shall provide the FSMC with local telephone service.
- I. The SFA shall furnish and install any equipment and/or make any structural changes needed to comply with federal, state, or local laws, ordinances, rules and regulations.
- J. Check one of the following regarding equipment:
 - SFA is allowing FSMC to propose equipment necessary for implementation or enhancement of operation. Any equipment not included in FSMC proposal may not be charged, directly or indirectly, to the SFA throughout the duration of the contract.
 - SFA is not requesting FSMC to propose purchase of equipment. FSMC may not propose purchase of equipment in proposal and equipment may not be charged, directly or indirectly, to the SFA throughout the duration of the contract.

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- K. The SFA shall be responsible for any losses, including USDA donated foods, which may arise due to equipment malfunction or loss or electrical power not within the control of the FSMC.
- L. All food preparation and serving equipment owned by the SFA shall remain on the premises of the SFA.
- M. The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA premises.
- N. The FSMC shall notify the SFA of any equipment belonging to the FSMC on SFA premises within 10 days of its placement on SFA premises.
- O. The SFA shall have access, with or without notice, to all of the SFA's facilities used by the FSMC for purposes of inspection and audit.
- P. The FSMC shall not use the SFA's facilities to produce food, meals, or services for other organizations without the approval of the SFA. If such usage is mutually acceptable, there shall be a signed agreement, which stipulates the fees to be paid by the FSMC to the SFA for such facility usage.
- Q. The SFA, on the termination or expiration of the contract, shall conduct a physical inventory of all equipment and commodities owned by the SFA.
- R. The FSMC shall surrender to the SFA upon termination of the contract, all equipment, and furnishings in good repair and condition.

15. Purchases

- A. If the FSMC is procuring goods or services which are being charged to the SFA under the contract, the FSMC is acting as an agent for the SFA and must follow the same procurement rules under which the SFA must operate and that the FSMC may not serve as a vendor. Check one of the below options:
 - The SFA will do all purchasing for the non-profit school food service.
 - The FSMC bills the SFA for foods when purchased. At the option of the SFA, the FSMC will purchase back unused supplies from the SFA at the termination of the contract in order to prevent overbuying.
 - The FSMC bills the SFA for food when used. At the option of the SFA, the SFA will buy the ending inventory from the FSMC.
- B. This contract shall not prevent the SFA from participating in food co-ops or purchasing food from vendors with whom the FSMC normally does not do business.
- C. Under 7 CFR §210.21(f)(i):
 1. Only allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor; to the extent, those credits are allocable to the allowable portion of the costs billed to the SFA.
 2. The contractor must separately identify for each cost submitted for payment to the SFA the amount of each cost that is allowable and unallowable.
 3. Proprietary information, such as brand name, may be redacted, provided sufficient information is provided for SFA to reconcile monthly billing invoice against supporting documentation.

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4. The contractor must individually identify the amount of each discount, rebate and other applicable credits on all bills and invoices presented to the SFA. In the case of other applicable credits, the nature of the credit must be identified.
 5. The contractor must identify, on the final invoice of the school year, the method by which it will report discounts, rebates and other applicable credits allocable to the contract that cannot be reported prior to the conclusion of the contract.
 6. The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation to the SFA and, upon request, to DFN, or USDA.
- D. No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include requirements of this section, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.
- E. P.L. 110-246, Section 4302 of the Richard B. Russell National School Lunch Act (NSLA), allows SFAs to purchase unprocessed locally grown and locally raised agricultural products. NSLA allows SFAs, if they choose to do so, to apply a geographic preference when procuring unprocessed locally grown and locally raised agricultural products. The SFA may just apply a preference, they cannot make this a requirement.

16. Invoices

- A. Invoices must be itemized by cost categories such as food, including commodities, labor, supplies, rebates, discounts, credits, etc.
- B. **An example of the invoice, identifying commodities (USDA entitlement balances), discounts, rebates and credits must be included with the proposal.**
- C. The FSMC must submit a monthly reconciliation to the SFA comparing the invoice and revenue against the projected revenue and expenses. (Used in the Projected Operating Costs of proposal.)
- D. DFN may randomly request SFAs to submit copies of invoices for compliance with the above items.
- E. The payment of interest and late fees from the school food service account fund is prohibited.

17. Buy American

- A. The FSMC shall purchase, to the maximum extent practicable, domestic commodities or products which are either an agricultural commodity produced in the United States (U.S.) or a food product processed in the U.S. substantially using agricultural commodities produced in the U.S.
- B. The FSMC shall certify the percentage of U.S. content in the products supplied to the SFA.
- C. The SFA reserves the right to review vendor purchase records to ensure compliance with the Buy American provision.

18. Sanitation

- A. The FSMC shall place garbage and trash in the containers in the designated areas as specified by the SFA.
- B. The SFA shall remove all garbage and trash from the designated areas.

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- C. The FSMC shall clean the kitchen and dining room areas as indicated in the Cost Responsibility Worksheet (Attachment CR2).
- D. The FSMC shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance with the standards acceptable to the SFA and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including laws related to recycling.
- E. The FSMC shall comply with all local and state sanitation requirements in the preparation of food.

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 tax, payroll and withholding taxes for FSMC employees; the FSMC shall hold the SFA harmless for all claims arising from payment of such taxes and fees.
- B. The FSMC shall obtain and post all licenses and permits as required by federal, state, and/or local law.
- C. The FSMC shall comply with all SFA building rules and regulations.

20. Non-Discrimination

Both the SFA and the FSMC agree that no child who participates in any of the CN programs will be discriminated against on the bases of race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by U.S. Department of Agriculture.

21. Emergency Closing

- A. The SFA shall notify the FSMC of any interruption in utility service of which it has knowledge.
- B. The SFA shall notify the FSMC of any delay in the beginning of the school day or the closing of school(s) due to snow or other emergency situations.

22. Term and Termination

- A. The SFA or the FSMC may terminate the contract for cause by giving 60 days written notice.
- B. At any time, because of circumstances beyond the control of the FSMC, the FSMC or the SFA may terminate the contract by giving 10 days written notice to the other party.
- C. Neither the FSMC nor the SFA shall be responsible for any losses resulting should the fulfillment of the terms of the contract 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 the FSMC or the SFA, respectively, and which by the exercise of due diligence they were unable to prevent.

23. Nonperformance by the FSMC

- A. The FSMC is required to provide a Performance Bond in the amount of **\$0.00** (dollar amount or percentage of the total bid price) as a guarantee of performance of all terms outlined under this contract. The amount/percentage should not be unreasonable in that it would prevent free and open competition. The Performance Bond provides the SFA recourse in the event that contractual obligations are not satisfactorily performed.

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- B. In the event of the FSMC's nonperformance under this contract and/or the violation or breach of the contract terms, the SFA shall have the right to pursue all administrative, contractual, and legal remedies against the FSMC and shall have the right to seek all sanctions and penalties as may be appropriate.
- C. The FSMC shall reimburse the SFA the full amount of any meal over-claims which are attributable to the FSMC's negligence, including those over-claims based on review or audit findings that occurred during the effective dates of the original and renewal contracts.

24. Certifications

- A. The FSMC shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
- B. The FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (Act), 40 U.S.C. §327-330, as supplemented by the Department of Labor regulations, 29 CFR Part 5. Under Section 103 of the Act, the FSMC shall be required to compute the wages of every laborer on the basis of a standard workday of eight hours and a standard workweek of 40 hours. Work in excess of the standard workday or standard workweek is permissible, provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or forty hours in any work week.
- C. The FSMC shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations, 41 CFR Part 60.
- D. The FSMC shall comply with the following civil rights laws, as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a and 15b; the Americans with Disabilities Act; the FNS Instruction 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs.
- E. The FSMC shall comply with the Buy American provision for contracts that involve the purchase of food, Title 7 CFR §210.21(d).
- F. The FSMC shall sign (in **blue** ink) the Certification of Independent Price Determination, Appendix G, which was attached as an addendum to the FSMC's proposal and which is incorporated herein by reference and made part of this contract.
- G. The FSMC shall sign (in **blue** ink) the Certification Regarding Debarment and Suspension, Appendix H, which was attached as an addendum to the FSMC's proposal and which is incorporated and made a part of this contract. (Reference 7 CFR §3017) This certification assures the SFA that the FSMC has not been debarred from entering into contracts with the Federal Government or any other entity receiving Federal funds, or suspended from entering contracts during a time when the vendor is being investigated for a legal action which is being taken to debar the vendor from contracting activities.
- H. The FSMC shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Air Act (33 U.S.C. 1368), and shall sign (in **blue** ink) the Clean Air and Water Certificate, Appendix I, which was attached as an addendum to the FSMC's proposal and which is incorporated and made a part of this contract

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- I. The FSMC shall sign (in **blue** ink) the Lobbying Certification, Appendix J page 1, which was attached as an addendum to the FSMC's proposal and which is incorporated and made a part of this contract. If applicable, the FSMC has also completed and submitted Standard Form-LLL, Disclosure of Lobbying Activities, Appendix J pages 2 and 3. If no lobbying activity occurred, the FSMC is still required to sign (in **blue** ink) the Disclosure of Lobbying Activities, Appendix J page 2.

25. Insurance

- A. The FSMC is required to be insured adequately to support the terms of the contract. The FSMC shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of Pennsylvania. A Certificate of Insurance of the FSMC's insurance coverage indicating these amounts must be submitted at the time of award.
- B. The FSMC shall have in effect during all times under this agreement, comprehensive general liability insurance, including products and completed operations liability, contractual liability, and independent contractor's liability coverage and personal injury. Minimum coverage shall be \$1,000,000 per incident/per person.
 1. General Liability – **\$1,000,000 for each occurrence combined single limit and \$2,000,000 aggregate limit for bodily and property damage. As well as a umbrella/excess liability, which will be primary to any insurance that may be owned by the SFA: \$10,000,000 per occurrence and in the aggregate; Coverage will schedule additional limits over and above the comprehensive general liability and automobile liability as required by this Contract.**
 2. Workman's Compensation – **\$100,000 for each accident; \$500,000 for disease; and \$100,000 for disease for each employee.**
 3. Vehicle Insurance – **\$1,000,000 combined single limit for bodily injury and property damage.**
- C. The SFA shall be named as additional insured on the General Liability and Automobile insurance policy. The FSMC must provide a waiver of subrogation in favor of the SFA for General Liability, Automobile, and Worker's Compensation.
- D. In addition, 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.
- E. The contract of insurance shall provide for notice to the SFA of cancellation of insurance policies 30 days before such cancellation is to take effect.

26. SFSP (See letter B under 1 (Scope and Purpose) of the Standard Terms and Conditions for verification of participation)

- A. The SFA shall offer free meals to all eligible children participating in the SFSP. If the FSMC will operate the SFSP (including the preparation, record keeping, and delivery of meals), a **flat price per meal cost** must be submitted as part of this RFP for the SFSP (Attachment SFSP1). In accordance with 7 CFR §225.15 the SFA cannot contract out the management responsibilities of the SFSP. The SFA shall be responsible for ensuring that the food service operation conforms to all program requirements outlined in 7 CFR Part 225. The SFA shall be responsible for determining eligibility for all SFSP sites. The SFA

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as a SFSP sponsor is responsible for conducting and documenting the required site visits of all sites for pre-approval and during operation of the program.

B. The SFSP will operate from **N/A** to **N/A**.

27. CACFP (See letter B under 1 (Scope and Purpose) of the Standard Terms and Conditions for verification of participation)

The SFA shall offer meals to all eligible children and adults participating in the CACFP, respectively. If the FSMC will operate the CACFP (including the preparation, record keeping, and delivery of meals), a **flat price per meal cost** must be submitted as part of this RFP for the CACFP (Attachment CACFP1). In accordance with 7 CFR §226.15 the SFA cannot contract out the management responsibilities of the CACFP. The SFA shall be responsible for ensuring that the food service operation conforms to all program requirements outlined in 7 CFR Part 226.

28. Trade Secrets and Proprietary Information

- A. During the term of the Agreement, the FSMC may grant to the SFA a nonexclusive right to access certain proprietary materials of the FSMC, including menus, recipes, signage, food service surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed by the FSMC), and similar compilations regularly used in FSMC business operations (trade secrets). The SFA shall not disclose any of the FSMC's trade secrets or other confidential information, directly or indirectly, during or after the term of the Agreement. The SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of the FSMC. All trade secrets and other confidential information shall remain the exclusive property of the FSMC and shall be returned to the FSMC immediately upon termination of the agreement. The SFA shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures, and methods. Without limiting the forgoing and except for software provided by the SFA, the SFA specifically agrees that all software associated with the operation of the food service, including without limitation, menu systems, food production systems, accounting systems, and other software, are owned by or licensed to the FSMC and not the SFA. Furthermore, the SFA's access or use of such software shall not create any right, title interest, or copyright in such software and the SFA shall not retain such software beyond the termination of the Agreement. In the event of any breach of this provision, the FSMC shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. This provision shall survive termination of the Agreement.
- B. Any discovery, invention, software, or programs paid for by the SFA shall be the property of the SFA to which the State Agency and USDA shall have unrestricted rights.

For DFN use only:

SFA Certification of Acknowledgement

Please initial below next to each statement certifying that you have read and fully understand the contents of this contract.

- A. I certify that I, **Enter Name Here**, on behalf of **Neshaminy School District**, have read and fully understand the contents of this contract. I understand that the SFA must maintain oversight of the food service operations and that these responsibilities will not be delegated to the FSMC. I also understand that the SFA is responsible for closely monitoring the FSMC contract and the FSMC’s daily activities.

Initial Here: _____

- B. I certify that I have chosen a **Cost Reimbursable contract**, and will follow the according procedures.

Initial Here: _____

- C. I certify that I will not enter into an agreement with an FSMC that has a real or apparent conflict of interest. This includes FSMCs that provide recommendations, develop or draft specifications, requirements, statements of work, requests for proposals, contract terms and conditions, or other documents for use in conducting procurement.

Initial Here: _____

- D. I certify that I, nor any employees (including School Board members) of **Neshaminy School District**, will not solicit or accept donations, gratuities, nor favors from current or potential FSMCs (i.e. gifts, golf outings, meals, etc.).

Initial Here: _____

- E. I certify that I will appropriately and in a timely manner respond to all bid protests and concerns raised by potential contractors.

Initial Here: _____

- F. I certify that **Neshaminy School District** has a written Code of Conduct that addresses conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts, and will make sure all employees are aware of said standards.

Initial Here: _____

- G. I have read and understand what the allowable costs are for all of the applicable CN programs.

Initial Here: _____

- H. I certify that **Neshaminy School District** and **Enter FSMC Here** shall not employ the same people.

Initial Here: _____

For DFN use only:

I. I certify that **Neshaminy School District** will be legally responsible for the conduct of the food service program, and shall supervise the food service operations in such manner as will ensure compliance with the rules and regulations of PDE and the USDA regarding each of the CN programs covered by this contract.

Initial Here: _____

J. I certify that all food service employees and those responsible for the oversight of the contract and FSMC's operations meet the minimum Professional Standards requirements.

Initial Here: _____

K. I certify that **Neshaminy School District** shall retain control of the CN programs' food service account, signature authority, and overall financial responsibility for the CN programs. This includes access to the PEARS account, COMPASS or PrimeroEdge Student Eligibility System.

Initial Here: _____

L. I certify that CN programs are the responsibility of **Neshaminy School District** and **Neshaminy School District** is responsible for all contractual agreements entered into in connection with the CN programs.

Initial Here: _____

M. I certify that **Neshaminy School District** will be responsible for determining student eligibility for all applicable programs and that **Enter FSMC Here** will have no involvement in the process.

Initial Here: _____

N. I certify that **Neshaminy School District** will retain all records for the current year plus the three prior years.

Initial Here: _____

O. I certify that all food will be in compliance with the current meal standards and Local Wellness Policy.

Initial Here: _____

P. I certify that **Neshaminy School District** will monitor **Enter FSMC Here** in order to ensure compliance with USDA regulations.

Initial Here: _____

Q. I certify that **Neshaminy School District** will create an advisory board composed of students, teachers, and parents to assist in menu planning.

Initial Here: _____

For DFN use only:

R. I certify that **Neshaminy School District** will not delegate any of the above responsibilities to the FSMC.

Initial Here: _____

S. I hereby certify that neither **Neshaminy School District** nor its principals/authorized representatives is presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any Federal/State department or agency.

Initial Here: _____

T. I further certify that neither **Neshaminy School District** nor any of its principals /authorized representatives has a reported criminal background that would affect the receipt of Federal funds.

Initial Here: _____

I certify under penalty of perjury that the information on these forms is true and correct, and that I will immediately report to the state agency any changes that occur to the information submitted. I understand that this information is being given in connection with receipt of federal funds. The state agency may verify information; and the deliberate misrepresentation of information will subject me to prosecution under applicable federal and state criminal statutes.

On behalf of **Neshaminy School District**, I hereby agree to comply with all state and federal laws and regulations governing the CN programs administered by the state agency. In accordance with Federal law and USDA policy, **Neshaminy School District** does not discriminate on the bases of race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. I will ensure that all monthly claims for reimbursement are true and correct and that records are available to support these claims.

Name Printed: _____

Title: _____

Signature: _____
(in blue ink only)

Date: _____

For DFN use only:

FSMC Certification of Acknowledgement

Please initial below next to each statement certifying that you have read and fully understand the contents of this contract.

- A. I certify that I, **Enter Name Here**, on behalf of **Enter FSMC Here**, have read and fully understand the contents of this contract.

Initial Here: _____

- B. I certify that I, nor any of the employees of **Enter FSMC Here**, have not received any solicitations from any **Neshaminy School District** employee. In addition, I certify that no gifts, donations, or anything of monetary value (i.e. golf outings, meals, etc.) have been provided.

Initial Here: _____

- C. I certify that employees of **Enter FSMC Here** will be trained to understand and comply with all necessary trainings including the current written Code of Conduct authored by **Neshaminy School District**.

Initial Here: _____

- D. I certify that all of **Enter FSMC Here** food service employees meet the minimum Professional Standards requirements.

Initial Here: _____

- E. I certify that **Neshaminy School District** and **Enter FSMC Here** will not employ the same people.

Initial Here: _____

- F. I certify that **Neshaminy School District** will be legally responsible for the conduct of the food service program, and shall have access to all necessary documents, which will be maintained onsite, including but not limited to all contracts with vendors so that they may supervise the food service operations in such manner as will ensure compliance with the rules and regulations of PDE and the USDA regarding each of the CN programs covered by this contract.

Initial Here: _____

- G. I certify that **Enter FSMC Here** will not have control of the CN programs' food service account, signature authority, and overall financial responsibility for the CN programs. This includes access to the PEARS account, COMPASS or the PrimeroEdge Student Eligibility System.

Initial Here: _____

For DFN use only:

H. I certify that **Neshaminy School District** will be responsible for determining student eligibility for all applicable programs and that **Enter FSMC Here** will have no involvement in the process.

Initial Here: _____

I. I certify that **Enter FSMC Here** will follow the 21 day menu for the first 21 days of service, without change.

Initial Here: _____

J. I certify that all food will be in compliance with the current meal standards and Local Wellness Policy.

Initial Here: _____

K. I hereby certify that neither **Enter FSMC Here** nor its principals/authorized representatives is presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any Federal/State department or agency.

Initial Here: _____

L. I further certify that neither **Enter FSMC Here** nor any of its principals /authorized representatives has a reported criminal background that would affect the involvement in CN programs.

Initial Here: _____

I certify under penalty of perjury that the information on these forms is true and correct, and that I will immediately report to the SFA any changes that occur to the information submitted. I understand that this information is being given in connection with receipt of federal funds. The state agency may verify information; and the deliberate misrepresentation of information will subject me to prosecution under applicable federal and state criminal statutes.

On behalf of **Enter FSMC Here**, I hereby agree to comply with all state and federal laws and regulations governing the CN programs administered by the state agency. In accordance with Federal law and USDA policy, **Enter FSMC Here** does not discriminate on the bases of race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Name Printed: _____

Title: _____

Signature: _____
(in blue ink only)

Date: _____

For DFN use only:

Sample Minimum Food Specifications

These are minimum specifications. The SFA is encouraged to provide more details that align with the 21 day menu.

Meat/Seafood

All meats, meat products, poultry, poultry products, and fish must be government inspected.

- Beef, lamb, and veal shall be USDA Grade Choice or better.
- Pork shall be U.S. No. 1 or U.S. No. 2.
- Poultry shall be U.S. Government Grade A.
- Seafood to be top grade, frozen fish must be a nationally distributed brand, packed under continuous inspection of USDA.

Dairy Products

All dairy products must be Government Inspected.

- Fresh eggs shall be USDA Grade A or equivalent, 100% candled.
- Frozen eggs must be USDA inspected.
- Milk shall be pasteurized Grade A.

Fruits and Vegetables

- Fresh fruits and vegetables selected according to written specifications for freshness, quality, and color – U.S. Grade A Fancy.
- Canned fruits and vegetables selected to requirements U.S. Grade A Choice or fancy (fruit to be packed in light syrup or natural juices).
- Frozen fruits and vegetables shall be U.S. Grade A Choice or better.

Baked Products

- Bread, rolls, cookies, pies, cakes and pudding either prepared or baked on premises or purchased on a quality level commensurate with meeting USDA breakfast and lunch requirements as applicable.

Staple Groceries

- Staple groceries to be a quality level commensurate with previously listed standards.

For DFN use only:

Appendix G

Independent Price Determination Certificate

Both the School Food Authority (SFA) and Food Service Management Company (offeror) shall execute this Certificate of Independent Price Determination.

Neshaminy School District

Enter FSMC Here

Enter SFA Here

(A) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- (1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
- (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

(B) Each person signing this offer on behalf of the Food Service Management Company certifies that:

- (1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
- (2) He or she is not the person in other offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this Food Service Management Company, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

Signature (in blue ink only) of FSMC's
Authorized Representative

Title

Date

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred to above.

Signature (in blue ink only) of SFA's
Authorized Representative

Title

Date

NOTE: ACCEPTING A BIDDER'S OFFER DOES NOT CONSTITUTE AWARD OF THE CONTRACT.

For DFN use only:

Appendix H

Certification Regarding Debarment and Suspension

This certification is required by the regulations implementing Executive Order 12549 and 12689, "Debarment and Suspension" (2 CFR 180).

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

Enter FSMC Here

Names(s) and Title(s) of Authorized Representative(s) of the FSMC

Signature(s) (in blue ink only)

Date

For DFN use only:

Appendix I

Clean Air and Water Certificate

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(d)) and is listed by the Environmental Protection Agency (EPA) or the contract is not otherwise exempt. Both the School Food Authority (SFA) and Food Service Management Company (offeror) shall execute this Certificate.

Neshaminy School District

Enter FSMC Here

Enter SFA Here

THE FOOD SERVICE MANAGEMENT COMPANY AGREES AS FOLLOWS:

- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
- B. That no portion of the work required by this prime contract will be performed in a facility listed on the EPA List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- D. The term "Clean Water Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
- E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.

Signature (in blue ink only) of FSMC's Authorized Representative

Title

Date

Signature (in blue ink only) of SFA's Authorized Representative

Title

Date

For DFN use only:

CERTIFICATION REGARDING LOBBYING

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

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

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

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

Name/Address of FSMC

Name/Title of Submitting Official

Signature (in blue ink only)

Date

For DFN use only:

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: _____ a. bid/offer/ application b. initial award c. post-award	3. Report Type: _____ a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of Last Report _____
4. Name and Address of Reporting Entity: Prime Subawardee Tier, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity: (last name, first name, MI) (Attach Continuation Sheet(s) SF-LLL-A If Necessary) (if individual, last name, first name, middle)		
10. b. Individuals Performing Services (including address if different from No. 10.a.) (Attach Continuation Sheet(s) SF-LLL-A if necessary)		
11. Amount of Payment (check all that apply): \$ _____ Actual \$ _____ Planned	13. Type of payment (check all that apply): ___ a. retainer ___ b. one-time fee ___ c. commission ___ d. contingent fee ___ e. deferred ___ f. other; specify:	
12. Form of Payment (check all that apply): ___ a. cash ___ b. in-kind; specify: Nature _____ Actual _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Are Continuation Sheet(s) SF-LLL-A Attached: Yes _____ (Number _____) No _____		
16. 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 of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: (in blue ink only) _____ Print Name: _____ Title: _____ Telephone: _____ Date: _____	

For DFN use only:

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET SF-LLL-A**

Reporting Entity: _____
Page _____ of _____

For DFN use only:

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee; e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
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 that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check all 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. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets if yes.
16. 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 (0348-00046), Washington, DC 20503.

For DFN use only:

NSLP Cost Reimbursable

Cost Responsibility Detail Sheet

The SFA has deemed the following cost responsibility schedule to be a necessary part of this bid specification. Costs that are not provided for under the standard contract terms and conditions, but are necessary for the effective on-site operation of the food service program and are directly incurred for the SFA's operation, must be assigned by the SFA prior to the bid opening and designated below:

Food:	FSMC	SFA	N/A
Food Purchases	X		
Commodity Processing Charges	X		
Processing and Payment Invoices	X		
Labor for Employees:	FSMC	SFA	N/A
Fringe Benefits and Insurance	X	X	
Payroll Taxes	X	X	
Preparation and Processing Payroll	X	X	
Retirement	X	X	
Salaries/Wages	X	X	
Unemployment Compensation	X	X	
Workers Compensation	X	X	
The items listed below with an asterisk (*) are direct cost items that may or may not apply to each SFA. At local discretion, based upon actual practice and need, the SFA should assign cost responsibility for those items applicable to their operation or designate them as not applicable (N/A).			
China/Silverware/Glassware:	FSMC	SFA	N/A
Initial Inventory		X	
Replacement During Operation	X		
Telephone:	FSMC	SFA	N/A
Local		X	
Long Distance		X	
Trash Removal:	FSMC	SFA	N/A
From Kitchen	X		
From Dining Area		X	
From Premises		X	
Equipment Replacement:	FSMC	SFA	N/A
Expendable	X		
Non-expendable		X	
Equipment Repair:	FSMC	SFA	N/A
Kitchen Equipment		X	
*Vehicle Maintenance		X	
*Storage Costs:	FSMC	SFA	N/A
Food	X		
Supplies	X		
*Employee Recruitment:	FSMC	SFA	N/A
Initial	X ¹	X ¹	
Replacement	X ¹	X ¹	
*Product and Public Liability:	FSMC	SFA	N/A
Equipment	X		
Insurance	X		

For DFN use only:

*Taxes:	FSMC	SFA	N/A
Sales	X		
Other	X		
Other Expenses:	FSMC	SFA	N/A
*Car/Truck Rental (include explanation in RFP)	X		
Cleaning/Janitorial Supplies	X		
*Courier Services (i.e., bank deposits, school deliveries)		X	
Laundry	X		
*License Fees	X		
*Linens	X		
*Office Supplies	X		
*Paper/Disposable Supplies	X		
Pest Control		X	
*Printing	X		
*Promotional Materials	X		
*Tickets/Tokens	X		
Uniforms (District Employees Pay for Their Own)	NA	X	
Indirect Costs:	FSMC	SFA	N/A
Utilities		X	
Indirect Labor		X	
Other: add other expenses charged to the food service account. Overhead expenses incurred by the FSMC cannot be included	FSMC	SFA	N/A
Contract Monitoring	X		
Annual POS System Charges	X		
Cleaning Responsibilities:	FSMC	SFA	N/A
Cafeteria Walls	X		
Daily Routine Cleaning of Dining Tables and Chairs	X		
Dining Room Floors		X	
Duct Work		X	
Exhaust Fans		X	
Food Preparation Areas (include equipment)	X		
Grease Filters	X		
Grease Traps		X	
Hoods		X	
Kitchen Floors	X		
Kitchen Walls	X		
Light Fixtures		X	
Periodic Waxing and Buffing of Dining Room Floors		X	
Restrooms for Food Service Employees	X ²	X ²	
Serving Areas	X		
Thorough Cleaning of Dining Room Tables and Chairs		X	
Windows		X	
Window Coverings		X	
Other: (list)			

X¹ union staff SFA, Mgmt Staff FSMC; X² Elem - SFA, Second - FSMC

For DFN use only:

COST REIMBURSABLE
NSLP PROJECTED OPERATING COSTS

School Food Authority
FSMC Name

Neshaminy School District

Contract Begin Date 7/31/2015

Contract End Date 6/30/2016

Days of Service 181 Elem. 179 Sec.

2014-2015 Meals, 2015-2016 Rates & Feeding Days (PDE updated rate formula & corrected Total Expense formula)

Section 1 - ACTUAL "IN-SCHOOL" REVENUE

To Be Completed By SFA (include SSO Reimbursements, if applicable)

<u>BREAKFASTS:</u>	<u>MEALS</u>	<u>RATES</u>	<u>REVENUE</u>
Elementary Paid	28,772	\$ 1.25	\$ 35,965.00
Elementary Tiered Paid	-	\$ -	-
Middle Paid	10,222	\$ 1.50	\$ 15,333.00
Middle Tiered Paid	-	\$ -	-
Secondary Paid	20,281	\$ 1.50	\$ 30,421.50
Secondary Tiered Paid	-	\$ -	-
Reduced-Price	8,690	\$ 0.30	\$ 2,607.00
Adult Paid	-	\$ -	\$ 5,577.82
A la Carte Sales	-	\$ -	\$ 45,572.00
Subtotal Breakfasts	67,965		\$ 135,476.32
<u>LUNCHES:</u>			
Elementary Paid	154,021	\$ 2.50	\$ 385,052.50
Elementary Tiered Paid	-	\$ -	-
Middle Paid	85,029	\$ 3.00	\$ 255,087.00
Middle Tiered Paid	-	\$ -	-
Secondary Paid	80,841	\$ 3.00	\$ 242,523.00
Secondary Tiered Paid	-	\$ -	-
Reduced-Price	31,675	\$ 0.40	\$ 12,670.00
Adult Paid	-	\$ -	\$ 90,169.93
A la Carte Sales	-	\$ -	\$ 565,931.00
Subtotal Lunches	351,566		\$ 1,551,433.43
<u>SNACKS/SUPPLEMENTS</u>			
Paid	-	\$ -	-
Reduced-Price	-	\$ -	-
Adult Paid	-	\$ -	-
A la Carte Sales	-	\$ -	-
Subtotal Snacks/Supplements	-		\$ -
<u>OTHER:</u>			
Special Milk		\$ -	-
Vending Machine Sales		\$ 7,322.04	7,322.04
Special Functions		\$ 36,165.16	36,165.16
Subtotal Other		\$ 43,487.20	43,487.20
Total "IN-SCHOOL" Revenue	419,531		\$ 1,730,396.95

For DFN use only:

COST REIMBURSABLE
NSLP PROJECTED OPERATING COSTS

Section 2 - FEDERAL REIMBURSEMENTS

To Be Completed By SFA (include SSO Reimbursements, if applicable)

<u>BREAKFASTS:</u>	<u>MEALS</u>	<u>RATES</u>	<u>Reimbursements</u>
Free	95,006 \$	1.66 \$	\$ 157,709.96
Free, Severe Need	- \$	- \$	-
Reduced	8,725 \$	1.36 \$	\$ 11,866.00
Reduced, Severe Need	- \$	- \$	-
Paid	59,430 \$	0.29 \$	\$ 17,234.70
Subtotal Breakfasts	163,161		\$ 186,810.66
<u>HIGH RATE LUNCHES:</u>			
Free	- \$	- \$	-
Reduced	- \$	- \$	-
Paid	- \$	- \$	-
Subtotal High Rate Lunches	-		\$ -
<u>LOW RATE LUNCHES:</u>			
Free	228,349 \$	3.07 \$	\$ 701,031.43
Reduced	31,990 \$	2.67 \$	\$ 85,413.30
Paid	323,279 \$	0.29 \$	\$ 93,750.91
Subtotal Low Rate Lunches	583,618		\$ 880,195.64
<u>SNACKS/SUPPLEMENTS:</u>			
Free	- \$	- \$	-
Reduced	- \$	- \$	-
Paid	- \$	- \$	-
Subtotal Snacks/Supplements	-		\$ -
<u>SPECIAL MILK</u>			
Paid	- \$	- \$	-
<u>Performance Based Reimbursement (if certified)</u>			
Lunches	- \$	- \$	\$ 35,017.08
Total Federal Reimbursement	746,779		\$ 1,102,023.38

For DFN use only:

COST REIMBURSABLE
NSLP PROJECTED OPERATING COSTS

Section 3 - STATE REIMBURSEMENTS

To Be Completed By SFA (include SSO Reimbursements, if applicable)

<u>BREAKFASTS:</u>	<u>MEALS</u>	<u>RATES</u>	<u>Reimbursements</u>
Free	94,529 \$	0.10 \$	\$ 9,452.90
Free, Severe Need	- \$	- \$	-
Reduced	8,690 \$	0.10 \$	\$ 869.00
Reduced, Severe Need	- \$	- \$	-
Paid	59,275 \$	0.10 \$	\$ 5,927.50
Subtotal Breakfasts	162,494		\$ 16,249.40
<u>LUNCHES:</u>			
Free	226,022 \$	0.10 \$	\$ 22,602.20
Reduced	31,675 \$	0.10 \$	\$ 3,167.50
Paid	319,891 \$	0.10 \$	\$ 31,989.10
Additional amount for Lunch if Breakfast participation <=20%	\$	-	\$ 10,900.46
Additional amount for Lunch if Breakfast participation >20%	\$	-	\$ 1,543.80
Subtotal Lunches	577,588		\$ 70,203.06
Total State Reimbursement	740,082		\$ 86,452.46
<u>SUMMARY:</u>			
Total "IN SCHOOL" Revenue			\$ 1,730,396.95
Total All Reimbursements			\$ 1,188,475.84
Other Income (catering, pre-packaged meals sold to outside schools)			\$ -
Interest Income			\$ 42.32
Total Revenue			\$ 2,918,915.11
Commodity Usage @	\$0.2375	577,588	\$ (137,177.15)

For DFN use only:

COST REIMBURSABLE
NSLP PROJECTED OPERATING COSTS

Section 4 - FSMC Costs
To be completed by FSMC

EXPENSES:	<u>TOTAL COST</u>
Food Costs-Including Commodities	\$ -
Enter the amounts of food and milk purchased and received. Include the Commodity Distribution Assessment Fee, Commodity Value and Bonus Commodity Value (Do not include rebates, discounts and credits)	
Less: Commodity Usage	\$ (137,177.15)
Subtotal Food Costs	\$ (137,177.15)
Commodity Delivery Charge	\$ -
Direct Labor and Benefits	
FSMC Labor Costs (must equal grand total on Attachment CR4)	\$ -
FSMC Fringe Costs (must equal grand total on Attachment CR5)	\$ -
Subtotal Labor and Benefits	\$ -
Direct Costs	
Accounting	\$ -
Background Checks, Fingerprinting, and/or Drug Testing	\$ -
Car/Truck Rental and/or Mileage	\$ -
China, Silverware, Glassware	\$ -
Cleaning and Janitorial Supplies	\$ -
Computer and Technology	\$ -
Courier Services (Air & Ground)	\$ -
Dues/Subscriptions	\$ -
Employee Meals	\$ -
Employee Recruitment and Advertising	\$ -
Equipment Depreciation/Rental/Buy Back Investment	\$ -
Equipment Maintenance	\$ -
Equipment Repairs	\$ -
Equipment Replacement - Expendable	\$ -
Freight and Delivery Charges	\$ -
Insurance:	
Liability	\$ -
Workman's Compensation	\$ -
Vehicle	\$ -
Licenses and/or Permits	\$ -
Office Supplies and Printing	\$ -
Paper Products and Disposable Supplies	\$ -
Payroll Processing	\$ -
Performance Bond	\$ -
POS Systems, Support and Service	\$ -

For DFN use only:

**COST REIMBURSABLE
NSLP PROJECTED OPERATING COSTS**

**Section 4 - FSMC Costs (Continued)
To be completed by FSMC**

Direct Costs (Continued)	TOTAL COST
Postage	\$ -
Promotional Materials (Program Specific)	\$ -
Smallware/Replacement Wares	\$ -
Staff Training and Certification	\$ -
Storage Costs (Food and/or supplies)	\$ -
Taxes (sales and other)	\$ -
Telephone, including Mobile and Internet	\$ -
Tickets, tokens	\$ -
Trash Removal and Pest Control	\$ -
Uniforms, Linens, and Laundry	\$ -
Vending Rental	\$ -
Wellness Programs and materials	\$ -
Subtotal Direct Costs	\$ -
Catering, prepackaged meals sold to outside schools	\$ -
Other Costs included in the RFP (Section Q) required of the FSMC by the SFA (Must Itemize)	-
	-
	\$ -
	\$ -
Subtotal Other Costs	\$ -
Administrative Fee* NOT ALLOWED	
Months: <input type="checkbox"/> 9 <input type="checkbox"/> 10 <input type="checkbox"/> 11 <input type="checkbox"/> 12 (check one)	
Cannot include any costs already covered in other categories)	
	NA
	NA
	NA
	NA
Subtotal Administrative Fee	\$ -
FSMC Management Fee* Must a Flat Fee	\$ -
Months: <input type="checkbox"/> 9 <input type="checkbox"/> 10 <input type="checkbox"/> 11 <input type="checkbox"/> 12 (check one)	
Enter the fee that will be charged to manage the program	
Sub-total FSMC Costs	\$ (137,177.15)
Less Rebates, Discounts and Applicable Credits (Enter as a negative number)	\$ -
(Fact Sheet) TOTAL COST	\$ (137,177.15)

* Documentation must be provided outlining all methodologies used to calculate the Administrative and Management Fees.

For DFN use only:

**COST REIMBURSABLE
NSLP PROJECTED OPERATING COSTS**

Section 4 - FSMC Costs (Continued)
To be completed by FSMC

		<u>SUMMARY</u>	
		TOTAL REVENUE	\$ 2,918,915.11
		TOTAL COST	\$ (137,177.15)
Guarantee to SFA**	<u>\$0.00</u>		
Subtotal - School Nutrition Program-Profit or (Loss)		\$	3,056,092.26

**Guarantee to SFA - Documentation must be provided outlining all formulas, methodologies and contingencies. If the Guarantee is less than zero (negative) then full justification must be included in this documentation.

Section 5 - SFA Costs
To be completed by SFA (if applicable)

		<u>TOTAL COST</u>
EXPENSES:		
Direct Labor and Benefits		
SFA Labor Costs (must equal grand total on Attachment CR 6)		\$ 937,867.01
SFA Fringe Costs (must equal grand total on Attachment CR 7)		\$ 258,631.08
	Subtotal Labor and Benefits	\$ 1,196,498.09
Direct Costs (Must itemize)		
Contract Monitoring		\$ 19,200.00
Annual POS System Charges		\$ 14,300.00
		\$ -
		\$ -
		\$ -
	Subtotal Direct Costs	\$ 33,500.00
Indirect Costs (Must Itemize)		
		\$ -
		\$ -
		\$ -
		\$ -
	Subtotal Indirect Costs	\$ -
Sub-total SFA Costs		\$ 1,229,998.09
School Nutrition Program-Profit or (Loss)		\$ 1,826,094.17

For DFN use only:

NSLP Cost Reimbursable

Labor to be completed by FSMC for FSMC Staff

FSMC: _____

Site Name	Position	Hourly Rate	Daily Hours	# of Days Paid	Total Wages
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For DFN use only:

NSLP Cost Reimbursable
Labor to be completed by FSMC for FSMC Staff

Site Name	Position	Hourly Rate	Daily Hours	# of Days Paid	Total Wages
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Site Name	Position	Hourly Rate	Daily Hours	# of Days Paid	Total Wages

For DFN use only:

NSLP Cost Reimbursable Labor to be completed by FSMC for FSMC Staff

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For DEN use only:

Worksheet must accurately reflect any and all employees employed by the FSMC

Grand Total	\$	-
MUST EQUAL POC (Attachment CR3)		

NSLP Cost Reimbursable

Fringe Benefits to be completed by FSMC for FSMC Staff

FSMC: _____

Site Name	Position	PLACE AN X IN THE APPROPRIATE BOXES														Total Fringe Benefits	
		Single	Single +1	Family	Dental	Disability	Hospitalization	Life	Longevity or Annuity	Retirement	Social Security	Unemployment	Vision	Workman's Comp	Other		
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For DFN use only:

PLACE AN X IN THE APPROPRIATE BOXES

NSLP Cost Reimbursable
Fringe Benefits to be completed by FSMC for FSMC Staff

Site Name	Position	Single	Single +1	Family	Dental	Disability	Hospitalization	Life	Longevity or Annuity	Retirement	Social Security	Unemployment	Vision	Workman's Comp	Other	Total Fringe Benefits
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For DFN use only:

PLACE AN X IN THE APPROPRIATE BOXES

NSLP Cost Reimbursable Fringe Benefits to be completed by FSMC for FSMC Staff

Site Name	Position														Total Fringe Benefits	
		Single	Single +1	Family	Dental	Disability	Hospitalization	Life	Longevity or Annuity	Retirement	Social Security	Unemployment	Vision	Workman's Comp		Other
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For DFN use only:

PLACE AN X IN THE APPROPRIATE BOXES

**NSLP Cost Reimbursable
Fringe Benefits to be completed by FSMC for FSMC Staff**

Site Name	Position	Single	Single +1	Family	Dental	Disability	Hospitalization	Life	Longevity or Annuity	Retirement	Social Security	Unemployment	Vision	Workman's Comp	Other	Total Fringe Benefits
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For DFN use only:

Worksheet must accurately reflect any and all employees employed by the FSMC

Grand Total \$ -
MUST EQUAL POC
(Attachment CR3)

**NSLP Cost Reimbursable
Labor to be completed by SFA for SFA Staff
SFA: Neshaminy School District**

Neshaminy High School	Position	Hourly Rate	Daily Hours	# of Days Paid	Total Wages
Atkinson, Donald	Dishwasher	\$12.00	4.25	179	\$ 9,129.00
Cleaver, Marianne	General Worker	\$15.49	4	179	\$ 11,090.84
Coombs, Pauline	Cook	\$17.64	5.75	179	\$ 18,155.97
Davenport, Laronda	General Worker	\$12.00	4	179	\$ 8,592.00
Fink, Grace	Cashier	\$16.45	4	179	\$ 11,778.20
Fleming, Lena	General Worker	\$15.49	5.5	179	\$ 15,249.91
Gaspar, James	Porter	\$15.49	4	179	\$ 11,090.84
Gregoria, Lee Ann	Cook Helper	\$16.80	4	179	\$ 12,028.80
Kalanty, Betty	General Worker	\$12.95	4.5	179	\$ 10,431.23
Kleppinger, Linda	General Worker	\$12.95	4	179	\$ 9,272.20
Kuntz, Lois	General Worker	\$15.49	4	179	\$ 11,090.84
Lucas, Dena	Cashier	\$12.00	4	179	\$ 8,592.00
Madle, Charles	General Worker	\$15.49	4	179	\$ 11,090.84
Malley, Tracy	Shipper Receiver	\$17.35	5	179	\$ 15,528.25
McCole, Maryann	General Worker	\$15.49	1	179	\$ 2,772.71
McCole, Maryann	Cook Helper	\$16.80	5.75	179	\$ 17,291.40
McFeeley, Lou	Shipper Receiver	\$23.12	5.75	179	\$ 23,796.26
Mohapp, Renate	Cashier	\$16.45	3.5	179	\$ 10,305.93
Schanz, Amy	Cashier	\$16.45	5	179	\$ 14,722.75
Schmid, Christine	Baker	\$16.80	5	179	\$ 15,036.00
Wallis, Joy	Cook Helper	\$16.80	5.75	179	\$ 17,291.40
Poquessing Middle School	Position	Hourly	Daily	# of Days	Total Wages
Gardener, Pamela	General Worker	\$15.49	1	179	\$ 2,772.71

For DFN use 0

**NSLP Cost Reimbursable
Labor to be completed by SFA for SFA Staff**

Gardener, Pamela	Cook Helper	\$16.80	5	179	\$	15,036.00
Goldberg, Linda	Cashier	\$13.64	3.5	179	\$	8,545.46
Ledger, Margret	Porter	\$12.00	3.5	179	\$	7,518.00
Leppert, Jennifer	Dishwasher	\$16.45	3	179	\$	8,833.65
Roberts, Patricia	General Worker	\$12.95	3.5	179	\$	8,113.18
Schrier, Maria	Cashier	\$16.45	4.75	179	\$	13,986.61
Tomlinson, Penny	Cook Leader	\$17.84	5.5	179	\$	17,563.48
Sandburg Middle School	Position	Hourly	Daily	# of Days		Total Wages
Bristow, Kathy	General Worker	\$15.49	1	179	\$	2,772.71
Bristow, Kathy	Cook Leader	\$17.84	5.5	179	\$	17,563.48
Cipollini, Barbara	General Worker	\$12.95	3	179	\$	6,954.15
King, Dana	Cook Helper	\$16.80	5	179	\$	15,036.00
Konopka, Denise	General Worker	\$12.95	2.5	179	\$	5,795.13
Malinowski, Matthew	Porter	\$12.95	2.5	179	\$	5,795.13
Open	Dishwasher	\$12.00	3.5	179	\$	7,518.00
Open	Cashier	\$13.64	3.5	179	\$	8,545.46
Santarelli, Nancy	Cashier	\$16.45	3.25	179	\$	9,569.79
Towers, Barbara	General Worker	\$15.49	3	179	\$	8,318.13
Maple Point Middle School	Position	Hourly	Daily	# of Days		Total Wages
Delicandro, Tina	General Worker	\$12.00	3.5	179	\$	7,518.00
Hertenberger, Melissa	Cashier	\$16.45	3.5	179	\$	10,305.93
Jordon, Cathy	General Worker	\$12.95	3.5	179	\$	8,113.18
Kane, Dianne	General Worker	\$15.49	4	179	\$	11,090.84
Lynch, Nancy	General Worker	\$15.49	4	179	\$	11,090.84
Open	Dishwasher	\$12.00	3	179	\$	6,444.00
McConnell, Dawn	Cook Helper	\$16.80	5	179	\$	15,036.00
Murphy, Elizabeth	General Worker	\$15.49	1	179	\$	2,772.71
Murphy, Elizabeth	Cook Leader	\$17.84	5.5	179	\$	17,563.48
Rexrode, Cheryl	Porter	\$12.95	3	179	\$	6,954.15
Schaffling, Maryellen	General Worker	\$15.49	3.5	179	\$	9,704.49
Sorensen, Yvonne	Cashier	\$16.45	3.5	179	\$	10,305.93
Pearl Buck Elementary	Position	Hourly	Daily	# of Days		Total Wages
Curran, Patricia	General Worker	\$15.49	1	181	\$	2,803.69
Curran, Patricia	Cook Leader	\$17.84	4.5	181	\$	14,530.68

For DEN use only:

**NSLP Cost Reimbursable
Labor to be completed by SFA for SFA Staff**

Lauble, Brenda	Cashier	\$16.45	4	181	\$ 11,909.80
Meyers, Patty	Dishwasher	\$16.45	3	181	\$ 8,932.35
Oliver Heckman Elementary	Position	Hourly	Daily	# of Days	Total Wages
Clark, Diane	General Worker	\$15.49	1	181	\$ 2,803.69
Marsh, Maria	Cook Leader	\$17.84	4.5	181	\$ 14,530.68
Nanni, Anthony	Dishwasher	\$12.00	2.5	181	\$ 5,430.00
Ptak, Tari	Cashier	\$16.45	3.5	181	\$ 10,421.08
Herbert Hoover Elementary	Position	Hourly	Daily	# of Days	Total Wages
Clark, Diane	Cashier	\$16.45	3.5	181	\$ 10,421.08
Rafferty, Frances	Cashier	\$16.45	3.5	181	\$ 10,421.08
Stetson, Patricia	General Worker	\$15.49	1	181	\$ 2,803.69
Stetson, Patricia	Cook Leader	\$17.64	4.5	181	\$ 14,367.78
Tweedie, Denise	Dishwasher	\$13.64	3.5	181	\$ 8,640.94
Lower South Elementary	Position	Hourly	Daily	# of Days	Total Wages
Anderson, Karen	General Worker	\$15.49	1	181	\$ 2,803.69
Anderson, Karen	Cook Leader	\$17.84	4.5	181	\$ 14,530.68
Miller, Jacklyn	Cashier	\$12.95	3.5	181	\$ 8,203.83
Tinari, Susan	Dishwasher	\$13.64	2.5	181	\$ 6,172.10
Walter Miller Elementary	Position	Hourly	Daily	# of Days	Total Wages
Alvarado, Wanda	Cashier	\$12.00	3.25	181	\$ 7,059.00
Maier, Susan	General Worker	\$15.49	1	181	\$ 2,803.69
Maier, Susan	Cook Leader	\$17.84	4.5	181	\$ 14,530.68
Piuma, Mary	Dishwasher	\$13.64	2.5	181	\$ 6,172.10
Joseph Ferdebar Elementary	Position	Hourly	Daily	# of Days	Total Wages
Bradley, Debra	General Worker	\$15.49	3	181	\$ 8,411.07
Fink, Janet	Dishwasher	\$13.64	2.25	181	\$ 5,554.89
Marx, Denise	General Worker	\$15.49	1.5	181	\$ 4,205.54
Marx, Denise	Cashier	\$16.45	3.5	181	\$ 10,421.08
Maple Point Middle School	Position	Hourly	Daily	# of Days	Total Wages
Hartman, Susan	General Worker	\$15.49	1	181	\$ 2,803.69
Hartman, Susan	Cashier	\$16.45	4	181	\$ 11,909.80
Reinhold, Debra	General Worker	\$15.49	3.25	181	\$ 9,111.99
District Wide (Mgmt., Clerical & Other)	Position	Hourly	Daily	# of Days	Total Wages
Juzwak, Kathy	Manager	\$26.13	7.5	199	\$ 38,999.03

For DFN use only

**NSLP Cost Reimbursable
Labor to be completed by SFA for SFA Staff**

Malinowski, Linda	Manager	\$30.56	7.5	199	\$	45,610.80
Martin, Teresa	Manager	\$23.65	7.5	199	\$	35,297.63
Cecconi, Kelly	Manager	\$22.63	7.5	199	\$	33,775.28
					\$	-
					\$	-
					\$	-
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					\$	-

For DFN use only:

Worksheet must accurately reflect any and all employees employed by the SFA

Grand Total	\$	937,867.01
MUST EQUAL POC (Attachment CR3)		

NSLP Cost Reimbursable

Fringe Benefits to be completed by SFA for SFA Staff

SFA: Neshaminy School District

Site Name	Position	PLACE AN X IN THE APPROPRIATE BOXES														Total Fringe Benefits
		Single	Single +1	Family	Dental	Disability	Hospitalization	Life	Longevity or Annuity	Retirement	Social Security	Unemployment	Vision	Workman's Comp	Other	
Juzwak, Kathy	Manager		X		X	X		X		X	X	X	X	X		\$ 28,756.73
Malinowski, Linda	Manager	X			X	X		X		X	X	X	X	X		\$ 19,076.05
Martin, Teresa	Manager	X			X	X		X		X	X	X	X	X		\$ 15,846.00
Ceconci, Kelly	Manager			X	X	X		X		X	X	X	X	X		\$ 28,462.29
Atkinson, Donald	Dishwasher									X	X	X		X		\$ 1,938.14
Cleaver, Marianne	General Worker									X	X	X		X		\$ 2,354.65
Coombs, Pauline	Cook									X	X	X		X		\$ 3,854.62
Davenport, Laronda	General Worker									X	X	X		X		\$ 1,824.13
Fink, Grace	Cashier									X	X	X		X		\$ 2,500.58
Fleming, Lena	General Worker									X	X	X		X		\$ 3,237.65
Gaspar, James	Porter									X	X	X		X		\$ 2,354.65
Gregoria, Lee Ann	Cook Helper									X	X	X		X		\$ 2,553.79
Kalanty, Betty	General Worker									X	X	X		X		\$ 2,214.61
Kleppinger, Linda	General Worker									X	X	X		X		\$ 1,968.54
Kuntz, Lois	General Worker									X	X	X		X		\$ 2,354.65
Lucas, Dena	Cashier									X	X	X		X		\$ 1,824.13
Madle, Charles	General Worker									X	X	X		X		\$ 2,354.65
Malley, Tracy	Shipper Receiver									X	X	X		X		\$ 3,296.74
McCole, Maryann	General Worker & Cook Leader									X	X	X		X		\$ 4,259.73
McFeeley, Lou	Shipper Receiver									X	X	X		X		\$ 5,052.09
Mohapp, Renate	Cashier									X	X	X		X		\$ 2,188.01
Schanz, Amy	Cashier									X	X	X		X		\$ 3,125.73
Schmid, Christine	Baker									X	X	X				\$ 3,192.23

For DFN use only:

PLACE AN X IN THE APPROPRIATE BOXES

NSLP Cost Reimbursable Fringe Benefits to be completed by SFA for SFA Staff

Site Name	Position	Single	Single +1	Family	Dental	Disability	Hospitalization	Life	Longevity or Annuity	Retirement	Social Security	Unemployment	Vision	Workman's Comp	Other	Total Fringe Benefits
Wallis, Joy	Cook Helper									X	X	X		X		\$ 3,671.07
Gardener, Pamela	General Worker & Cook Leader									X	X	X		X		\$ 3,780.89
Goldberg, Linda	Cashier									X	X	X		X		\$ 1,814.25
Ledger, Margret	Porter									X	X	X		X		\$ 1,596.12
Leppert, Jennifer	Dishwasher									X	X	X		X		\$ 1,875.44
Roberts, Patricia	General Worker									X	X	X		X		\$ 1,722.48
Schrier, Maria	Cashier									X	X	X		X		\$ 2,969.44
Tomlinson, Penny	Cook Leader									X	X	X		X		\$ 3,728.83
Bristow, Kathy	General Worker & Cook Leader									X	X	X		X		\$ 4,317.49
Cipollini, Barbara	General Worker									X	X	X		X		\$ 1,476.41
King, Dana	Cook Helper									X	X	X		X		\$ 3,192.23
Konopka, Denise	General Worker									X	X	X		X		\$ 1,230.34
Malinowski, Matthew	Porter									X	X	X		X		\$ 1,230.34
Open	Dishwasher									X	X	X		X		\$ 1,596.12
OPen	Cashier									X	X	X		X		\$ 1,814.25
Santarelli, Nancy	Cashier									X	X	X		X		\$ 2,031.72
Towers, Barbara	General Worker									X	X	X		X		\$ 1,765.99
Delicandro, Tina	General Worker									X	X	X		X		\$ 1,596.12
Hertenberger, Melissa	Cashier									X	X	X		X		\$ 2,188.01
Jordon, Cathy	General Worker									X	X	X		X		\$ 1,722.48
Kane, Dianne	General Worker									X	X	X		X		\$ 2,354.65
Lynch, Nancy	General Worker									X	X	X		X		\$ 2,354.65
Open	Dishwasher									X	X	X		X		\$ 1,368.10
McConnell, Dawn	Cook Helper									X	X	X		X		\$ 3,192.23

For DFN use only:

PLACE AN X IN THE APPROPRIATE BOXES

NSLP Cost Reimbursable Fringe Benefits to be completed by SFA for SFA Staff

Site Name	Position	Single	Single +1	Family	Dental	Disability	Hospitalization	Life	Longevity or Annuity	Retirement	Social Security	Unemployment	Vision	Workman's Comp	Other	Total Fringe Benefits
Murphy, Elizabeth	General Worker & Cook Leader									X	X	X		X		\$ 4,317.49
Rexrode, Cheryl	Porter									X	X	X		X		\$ 1,476.41
Schaffling, Maryellen	General Worker									X	X	X		X		\$ 2,060.32
Sorensen, Yvonne	Cashier									X	X	X		X		\$ 2,188.01
Curran, Patricia	General Worker & Cook Leader									X	X	X		X		\$ 3,680.19
Lauble, Brenda	Cashier									X	X	X		X		\$ 2,528.52
Meyers, Patty	Dishwasher									X	X	X		X		\$ 1,896.39
Clark, Diane	General Worker									X	X	X		X		\$ 595.24
Marsh, Maria	Cook Leader									X	X	X		X		\$ 3,084.95
Nanni, Anthony	Dishwasher									X	X	X		X		\$ 1,152.82
Ptak, Tari	Cashier									X	X	X		X		\$ 2,212.46
Clark, Diane	Cashier									X	X	X		X		\$ 2,212.46
Rafferty, Frances	Cashier									X	X	X		X		\$ 2,212.46
Stetson, Patricia	General Worker & Cook Leader									X	X	X		X		\$ 3,645.61
Tweedie, Denise	Dishwasher									X	X	X		X		\$ 1,834.52
Anderson, Karen	General Worker & Cook Leader									X	X	X		X		\$ 3,680.19
Miller, Jacklyn	Cashier									X	X	X		X		\$ 1,741.72
Tinari, Susan	Dishwasher									X	X	X		X		\$ 1,310.37
Alvarado, Wanda	Cashier									X	X	X		X		\$ 1,498.67
Maier, Susan	General Worker & Cook Leader									X	X	X		X		\$ 3,680.19
Piuma, Mary	Dishwasher									X	X	X		X		\$ 1,310.37
Bradley, Debra	General Worker									X	X	X		X		\$ 1,785.72
Fink, Janet	Dishwasher									X	X	X		X		\$ 1,179.34
Marx, Denise	General Worker & Cashier									X	X	X		X		\$ 3,108.32

For DFN use only:

PLACE AN X IN THE APPROPRIATE BOXES

NSLP Cost Reimbursable Fringe Benefits to be completed by SFA for SFA Staff

Site Name	Position	Single	Single +1	Family	Dental	Disability	Hospitalization	Life	Longevity or Annuity	Retirement	Social Security	Unemployment	Vision	Workman's Comp	Other	Total Fringe Benefits
Hartman, Susan	General Worker & Cashier									X	X	X		X		\$ 3,123.76
Reinhold, Debra	General Worker									X	X	X		X		\$ 1,934.53
																\$ -
																\$ -
																\$ -
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For DFN use only:

Worksheet must accurately reflect any and all employees employed by the SFA

Grand Total \$ 258,631.08
MUST EQUAL POC
(Attachment CR3)

SFA Site Listing General Data and Services to be Provided

Site Name	Address	Grade Levels ¹	Self-Prep or Satellite ²	# of Serving Periods (Lunch)	Meal Service Times			Services to be Provided										# of Serving Days
								Breakfast				Lunch				After School Snack	Special Milk Program	
					Breakfast	Lunch	Afterschool Snack	Meal ³	Offer vs. Serve	A la Carte	Adult Meals	Meal ³	Offer vs. Serve	A la Carte	Adult Meals			
Pearl S. Buck Elem.	143 Top Road Levittown, PA 19056	K-4	Prep	3	8:35am to 8:48am	11:55am to 1:40pm		X	X	X	Alacarte	X	X	X	Alacarte	NA	NA	181
Joseph Ferderbar Elem	300 Heights Lane Feasterville, PA 19053	K-4	Satellite	3	8:50am to 9:06am	11:50am to 1:40pm		X	X	X	Alacarte	X	X	X	Alacarte	NA	NA	181
Oliver Heckman Elem.	Maple Avenue & Cherry Street Langhorne	K-4	Prep	3	9:00am to 9:10am	11:55am to 1:40pm		X	X	X	Alacarte	X	X	X	Alacarte	NA	NA	181
Herbert Hoover Elem.	501 Trenton Road Penndel, PA 19047	K-4	Prep	3	8:50am to 9:08am	11:40am to 1:25pm		X	X	X	Alacarte	X	X	X	Alacarte	NA	NA	181
Lower Southampton Elem.	7 School Lane Feasterville, PA 19053	K-4	Prep	3	8:35am to 8:50am	12:00pm to 1:50pm		X	X	X	Alacarte	X	X	X	Alacarte	NA	NA	181
Walter Miller Elem.	10 Cobalt Ridge Drive South Levittown	K-4	Prep	3	8:30am to 8:50am	11:15am to 1:15pm		X	X	X	Alacarte	X	X	X	Alacarte	NA	NA	181
Alber Schweitzer Elem.	Harmony Road Levittown, PA 19056	K-4	Prep	3	8:50am to 9:10am	11:20am to 1:10pm		X	X	X	Alacarte	X	X	X	Alacarte	NA	NA	181
Maple Point Middle	2250 Langhorne-Yardley Road Langhorne	5-8	Prep	4	7:30am to 7:50am	10:35am to 1:20pm		X	X	X	Alacarte	X	X	X	Alacarte	NA	NA	179
Poquessing Middle	300 Heights Lane Feasterville, PA 19053	5-8	Prep	4	7:30am to 7:45am	10:35am to 1:20pm		X	X	X	Alacarte	X	X	X	Alacarte	NA	NA	179
Carl Sandburg Midde	Harmony Road Levittown, PA 19056	5-8	Prep	3	7:30am to 7:40am	10:35am to 12:41pm		X	X	X	Alacarte	X	X	X	Alacarte	NA	NA	179
Neshaminy HS	2001 Old Lincoln Highway Langhorne	9-12	Prep	4	6:45am to 9:42	10:04am to 1:23pm		X	X	X	Alacarte	X	X	X	Alacarte	NA	NA	179

Serving periods and meal times on SCHEDULE C - Schools, Lunch /Breakfast Times and Enrollement Data

For DFN use only:

- ¹ List grade groups that have access to meal service
- ² Indicate if site prepares meals on site (Self-Prep (SP)) or if the meals are satellited in bulk (BK)
- ³ A reimbursable meal is to be offered that meets the standard established with the menus included as part of this proposal

National School Lunch Program (NSLP) Reimbursement Rates-2015-16							
Description	High Lunch	Low Lunch	Severe Need Breakfast	Regular Breakfast	Special Milk	Area Eligible Snack	Regular Snack
Free	3.09	3.07	1.99	1.66		0.84	0.84
Reduced	2.69	2.67	1.69	1.36			0.42
Paid	0.31	0.29	0.29	0.29	0.20		0.07

State Reimbursement Rates		Performance Based Reimbursement	
Description	Rate	Description	Rate
Lunch	0.10	Lunch	0.06
Breakfast	0.10		
Additional amount for Lunch if breakfast participation >20%	0.04		
Additional amount for Lunch if breakfast participation <= 20%	0.02		

Summer Food Service Program (SFSP) Reimbursement Rates - 2015			
Meals	Operating Rates	Administrative Rates	
		Rural and All Self-Preparations Sites	Vended Urban Sites
Breakfast	1.89	0.1875	0.1475
Lunch	3.30	0.3450	0.2875
Supper	3.30	0.3450	0.2875
AM Snack	0.77	0.0950	0.0750
PM Snack	0.77	0.0950	0.0750

**Supplement Forms 1 to 6
Must be Filled Out by the FSMC
and Submitted with Its Proposal**

*(While Not Part of the Contract the Forms are Required to Be Filled Out as Part
of the RFP and Evaluative Process)*

Supplement Form 1 – Checklist for Required Items and Forms

If this form or any of the items listed in this checklist are not provided, the FSMC will have their proposals rejected

	Description	In Proposal Yes/No	Section/ Page Number
Bonding Requirements			
1.	Bid Bond - Amount of 5% of the FSMC Management Fee		
2.	Performance Bond - None Required		
Insurance Requirements - Certificates for each insurance policy			
1.	Contractors Liability Insurance - Coverage for limits of not less than of \$1,000,000 per occurrence.		
2.	Worker's Compensation - Valid Worker's Compensation Insurance as required by law.		
3.	Automobile Liability - Coverage of at least \$1,000,000 combined single limit.		
Required Forms			
1.	Appendix G - Independent Price Determination Certificate		
2.	Appendix H - Certification Regarding Debarment		
3.	Appendix I - Clean Air and Water Certificate		
4.	Appendix J - Certification Regarding Lobbying		
5.	Attachment CR1 – Average Daily Participation (ADP) Worksheet		
6.	Attachment CR3 – NSLP Projected Operating Costs (POC)Worksheet		
7.	Attachment CR4 – FSMC Labor Worksheet		
8.	Attachment CR7 – SFA Fringe Benefits Worksheet		
9.	Supplement Form 1 - Checklist for Required Items and Forms		
10.	Supplement Form 2 - FSMC Financial Summary		
11.	Supplement Form 3 - Projected Participation		
12.	Supplement Form 4 - FSMC Offering Summary		
13.	Supplement Form 5 - FSMC List of School Districts Served		
14.	Supplement Form 6 - Proposed Staffing, Hours, Wages & Benefits		
Qualifications of FSMC's and FSMC's Requirements			
1.	The FSMC's must propose at a minimum a surplus financial operation. Must state if there is a guarantee, what is the amount and what, if any, limitations the guarantee is based upon.		
2.	The FSMC's must have extensive involvement and experience in the school services field in the areas of selecting and procuring food service equipment, nutrition, menu planning, onsite production, quality control, employee supervision, staff training, employee motivation, marketing, public relations, CRE monitoring and the National School Lunch Program.		
3.	The FSMC must have successfully operated food service programs for school districts for at least five years. The FSMC must be operating at least ten (10) NSLP food service programs for school districts of which five (5) must be public school districts, one must be a program where the FSMC is managing District employees and one must have an enrollment exceeding 7,000 students.		
4.	The FSMC's must have extensive involvement and experience in the school food services field in the areas of: operating a NSLP, designing facilities, selecting and procuring food service equipment, nutrition, menu planning, onsite production, quality control, employee supervision, staff training, employee motivation, marketing, and public relations. The development of model programs in these areas will be advantageous		
5.	The FSMC's must provide at a minimum a three person management team to direct the food services program and to implement a seamless transition. These persons need to be in place by July 1, 2016. FSMC's must submit the resumes of the proposed on-site team with their proposal.		
Submission of FSMC Proposals			
1.	All proposals shall be submitted with one (1) complete original proposal and four (4) complete bound copies in a sealed container along with one (1) electronic (a PDF on a USB drive) copy. Be sure to include all the required proposal forms from Section 3 of this RFP (see Required forms in Attachment 1), proposal guarantees, financial statements, etc. Attachments CR1, CR3, CR4, CR5, CR6, CR7 and Supplement Forms 1, 2, 3, 4, 5, & 6 must be submitted as both a hard copy and electronically (on a USB drive the Excel file only).		
Performance Investigation			
1.	Provide details of any contract terminations for non performance that have occurred in past five years.		
2.	Provide details of any contract not renewed or terminated for convenience, non-allocation of funds or any other reason, during the past five years		
Exceptions to the RFP			
1.	Has the FSMC submitted any exceptions to anything contained in this RFP?		

SUPPLEMENT FORM 2 - FSMC FINANCIAL SUMMARY

Neshaminy School District
School Year **2016 --- 2017**

We the undersigned, agree to operate the food service program as described in the RFP specifications.

FSMC Name: _____
 FSMC Address: _____

 FSMC Representative's Name: _____
 Signature: _____ Date: _____
 Telephone #: _____ Fax #: _____
 E-mail Address: _____

This proposal is subject to all the terms, conditions and specifications as detailed in the RFP. If accepted we hereby agree to enter into a Food Service Management Company (FSMC) Contract as described in the RFP.

All Labor on FSMC Payroll

MANAGEMENT FEE: **PROJECTED BOTTOM-LINE:**

FSMC must submit one fee only, G&A fees will NOT be accepted.

Fixed fee only. Cents Per Meal Not Allowed.

Fixed/Flat Mgmt. Fee LEA: PROFIT
 LOSS < >
 BREAKEVEN

Is the profit/loss/breakeven a **GUARANTEE** to the LEA? Yes No
 Is the guarantee the same as the **projected bottom line** ? Yes No
 If no, indicate the **actual** guaranteed profit/loss/breakeven: \$
 Is the guarantee capped? Yes No
 If yes, capped up to _____% of the Management fee.

These financials are based on:

Elem.	Middle	High	
0	0	0	days of meals service (breakfast)
0	0	0	days of meals service (lunch)
0	0	0	days of meals service (after school snack)
0	0	0	# of work days (hourly employees only)

Does the anticipated reimbursement include the performance based funds (6 cents)? Yes No

RFP Questionnaire (FSMC please check Yes or No)

Questions	Yes	No
1. Are there any conditions to your financial guarantee, other than what is stated in this RFP ? If yes clearly state what are they.		
2. Is three person on-site management team provided?		
3. Are student/adult meals prices increased?		
4. Are ala carte prices increased?		
5. Proposed price list included?		
6. Do you operate at least 10 school district programs who are on the NSLP?		
7. Will the food served be prepared on site?		
8. Have you inspected and visited all schools?		
9. Have you found all equipment and facilities to be satisfactory? If not attach recommendations.		
10. Are you making an investment to upgrade the program? (this does not include marketing, signage, smallwares, or other items costing less than \$250.00 each)		
11. Is the FSMC returning all rebates, volume discount and or manufactures allowances to the LEA?		
12. Did you include the projected value of commodities received when calculating food expense in Attachment CR3 POC?		
a. If yes, what was the projected value of commodities?		
13. Did your proposed financials anticipate an increase in reimbursements?		
a. If yes, what percentage increase in reimbursements was factored in?		

Supplement Form 3 - Projected Participation

Note: All FSMC's Must Provide the Following Information

Projected Participation Rates & Average Daily Ala Carte Sales

Description	Elementary	Middle	High School
Paid Meals - as a percent of paid eligible students	0%	0%	0%
Reduced Meals - as a percent of eligible reduced stds.	0%	0%	0%
Free Meals - as a percent of eligible free students	0%	0%	0%
Average daily ala carte sales per student	\$0.00	\$0.00	\$0.00

Supplement Form 4 - FSMC Offering Summary

Number of Food Stations & Registers (points of payment) Proposed by the FSMC for the Middle and High Schools

Name & of Stations	No.	Brief Description
High School		
<i>Number of POS Stations</i>		
Middle Schools		
<i>Number of POS Stations</i>		
Number of Daily Elementary School Entrees and Description of Offering		
Number of Daily Entrees		Brief Description
<i>Number of POS Stations</i>		

Supplement Form 5 - FSMC List of School Districts Served

The FSMC must be operating at least ten (10) NSLP food service programs for school districts of which five (5) must be public school districts, one must be a program where the FSMC is managing District employees and one must have an enrollment exceeding 7,000 students

Name of Public School District:		
Address:		
City, State, Zip:		
Contact Name & Title:		
Phone Number:	Who's Payroll Employees On:	
Date Services Began:	Number of Schools:	
Enrollment:	Percent Free and Reduced:	
Name of Public School District:		
Address:		
City, State, Zip:		
Contact Name & Title:		
Phone Number:	Who's Payroll Employees On:	
Date Services Began:	Number of Schools:	
Enrollment:	Percent Free and Reduced:	
Name of Public School District:		
Address:		
City, State, Zip:		
Contact Name & Title:		
Phone Number:	Who's Payroll Employees On:	
Date Services Began:	Number of Schools:	
Enrollment:	Percent Free and Reduced:	
Name of Public School District:		
Address:		
City, State, Zip:		
Contact Name & Title:		
Phone Number:	Who's Payroll Employees On:	
Date Services Began:	Number of Schools:	
Enrollment:	Percent Free and Reduced:	
Name of Public School District:		
Address:		
City, State, Zip:		
Contact Name & Title:		
Phone Number:	Who's Payroll Employees On:	
Date Services Began:	Number of Schools:	
Enrollment:	Percent Free and Reduced:	
Name of Public School District:		
Address:		
City, State, Zip:		
Contact Name & Title:		
Phone Number:	Who's Payroll Employees On:	
Date Services Began:	Number of Schools:	
Enrollment:	Percent Free and Reduced:	
Name of Public School District:		
Address:		
City, State, Zip:		
Contact Name & Title:		
Phone Number:	Who's Payroll Employees On:	
Date Services Began:	Number of Schools:	
Enrollment:	Percent Free and Reduced:	

Supplement Form 5 - FSMC List of School Districts Served

Name of Public School District:		
Address:		
City, State, Zip:		
Contact Name & Title:		
Phone Number:	Who's Payroll Employees On:	
Date Services Began:	Number of Schools:	
Enrollment:	Percent Free and Reduced:	
Name of Public School District:		
Address:		
City, State, Zip:		
Contact Name & Title:		
Phone Number:	Who's Payroll Employees On:	
Date Services Began:	Number of Schools:	
Enrollment:	Percent Free and Reduced:	

Supplement Form 6

SFA Provides All Hourly Labor & FSMC Provides Management & Clerical Proposed Staffing, Hours, Wages & Benefits

No.	Position	Assigned School	Hourly Pay	Hours Per Day	Days Per Year	Total Annual Wages	Is Position Eligible for Health Benefits (Yes or No)
Staff on FSMC Payroll							
1.			\$0.00	0	0	\$0.00	
2.			\$0.00	0	0	\$0.00	
3.			\$0.00	0	0	\$0.00	
4.			\$0.00	0	0	\$0.00	
5.			\$0.00	0	0	\$0.00	
6.			\$0.00	0	0	\$0.00	
7.			\$0.00	0	0	\$0.00	
8.			\$0.00	0	0	\$0.00	
9.			\$0.00	0	0	\$0.00	
10.			\$0.00	0	0	\$0.00	
Total			\$0.00	0	0	\$0.00	
Staff on SFA Payroll							
1.			\$0.00	0	0	\$0.00	
2.			\$0.00	0	0	\$0.00	
3.			\$0.00	0	0	\$0.00	
4.			\$0.00	0	0	\$0.00	
5.			\$0.00	0	0	\$0.00	
6.			\$0.00	0	0	\$0.00	
7.			\$0.00	0	0	\$0.00	
8.			\$0.00	0	0	\$0.00	
9.			\$0.00	0	0	\$0.00	
10.			\$0.00	0	0	\$0.00	
11.			\$0.00	0	0	\$0.00	
12.			\$0.00	0	0	\$0.00	
13.			\$0.00	0	0	\$0.00	
14.			\$0.00	0	0	\$0.00	
15.			\$0.00	0	0	\$0.00	
16.			\$0.00	0	0	\$0.00	
17.			\$0.00	0	0	\$0.00	
18.			\$0.00	0	0	\$0.00	
19.			\$0.00	0	0	\$0.00	
20.			\$0.00	0	0	\$0.00	
21.			\$0.00	0	0	\$0.00	
22.			\$0.00	0	0	\$0.00	
23.			\$0.00	0	0	\$0.00	
24.			\$0.00	0	0	\$0.00	
25.			\$0.00	0	0	\$0.00	
26.			\$0.00	0	0	\$0.00	
27.			\$0.00	0	0	\$0.00	
28.			\$0.00	0	0	\$0.00	
29.			\$0.00	0	0	\$0.00	
30.			\$0.00	0	0	\$0.00	
31.			\$0.00	0	0	\$0.00	
32.			\$0.00	0	0	\$0.00	
33.			\$0.00	0	0	\$0.00	
34.			\$0.00	0	0	\$0.00	
35.			\$0.00	0	0	\$0.00	
36.			\$0.00	0	0	\$0.00	
37.			\$0.00	0	0	\$0.00	

Supplement Form 6

SFA Provides All Hourly Labor & FSMC Provides Management & Clerical Proposed Staffing, Hours, Wages & Benefits

No.	Position	Assigned School	Hourly Pay	Hours Per Day	Days Per Year	Total Annual Wages	Is Position Eligible for Health Benefits (Yes or No)
38.			\$0.00	0	0	\$0.00	
39.			\$0.00	0	0	\$0.00	
40.			\$0.00	0	0	\$0.00	
41.			\$0.00	0	0	\$0.00	
42.			\$0.00	0	0	\$0.00	
43.			\$0.00	0	0	\$0.00	
44.			\$0.00	0	0	\$0.00	
45.			\$0.00	0	0	\$0.00	
46.			\$0.00	0	0	\$0.00	
47.			\$0.00	0	0	\$0.00	
48.			\$0.00	0	0	\$0.00	
49.			\$0.00	0	0	\$0.00	
50.			\$0.00	0	0	\$0.00	
51.			\$0.00	0	0	\$0.00	
52.			\$0.00	0	0	\$0.00	
53.			\$0.00	0	0	\$0.00	
54.			\$0.00	0	0	\$0.00	
55.			\$0.00	0	0	\$0.00	
56.			\$0.00	0	0	\$0.00	
57.			\$0.00	0	0	\$0.00	
58.			\$0.00	0	0	\$0.00	
59.			\$0.00	0	0	\$0.00	
60.			\$0.00	0	0	\$0.00	
61.			\$0.00	0	0	\$0.00	
62.			\$0.00	0	0	\$0.00	
63.			\$0.00	0	0	\$0.00	
64.			\$0.00	0	0	\$0.00	
65.			\$0.00	0	0	\$0.00	
66.			\$0.00	0	0	\$0.00	
67.			\$0.00	0	0	\$0.00	
68.			\$0.00	0	0	\$0.00	
69.			\$0.00	0	0	\$0.00	
70.			\$0.00	0	0	\$0.00	
71.			\$0.00	0	0	\$0.00	
72.			\$0.00	0	0	\$0.00	
73.			\$0.00	0	0	\$0.00	
74.			\$0.00	0	0	\$0.00	
75.			\$0.00	0	0	\$0.00	
76.			\$0.00	0	0	\$0.00	
77.			\$0.00	0	0	\$0.00	
78.			\$0.00	0	0	\$0.00	
79.			\$0.00	0	0	\$0.00	
80.			\$0.00	0	0	\$0.00	
Total		0	\$0.00	0	0	\$0.00	

MENUS FOR OCTOBER 2015

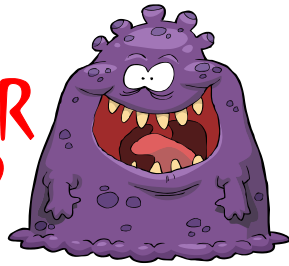
BREAKFAST \$1.25
LUNCH \$2.50



NESHAMINY ELEMENTARY SCHOOLS

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ARE YOU READY FOR THIS GUY?



The flu bug makes the scene in October and can stick around until May! The flu vaccine can keep the bug at bay, help limit the spread of the flu in our community, and make the illness less severe if you do come down with it.


EAT BETTER. PLAY HARDER. LIVE HEALTHIER. LEARN EASIER.
WELLNESS IS A WAY OF LIFE!



SCHOOL LUNCH snapshot™

JOIN US FOR NATIONAL SCHOOL LUNCH WEEK
OCT. 12-16, 2015

AVAILABLE DAILY



Breakfast Choice: Breakfast Sandwich, Cereal Choice, Bagel, Breakfast Bun, PopTart. All Breakfasts offer **Apple, Banana, Juice Choice** and **Milk**. Must take a fruit or juice for a complete meal.

Lunch Choice: Hot Dog, Cheeseburger, Salad Bar, Pizza, Tuna or SB&J Sandwich. Must take a **fruit, juice** or **veggie** for a complete meal.

Note: SB&J—Sunflower butter & jelly. Extra Items are free with your meal but do not count as a required component.

Thursday, October 1

Breakfast
Pancake/Sausage Stick or Breakfast Choice Above

Lunch
Mini Tacos
Vegetable Choice
Fruit or Juice Choice
Milk Choice
Extra: Pudding Choice

Friday, October 2

Breakfast
Mini Pancakes or Breakfast Choice Above

Lunch
French Toast Sticks
w/wo Sausage
Vegetable Choice
Fruit or Juice Choice
Milk Choice
Extra: Hash Brown Potato

Monday, October 5

Breakfast
Mini Pancakes or Breakfast Choice Above

Lunch
Max Stix
Vegetable Choice
Fruit or Juice Choice
Milk Choice

Tuesday, October 6

Breakfast
Pancake/Sausage Stick or Breakfast Choice Above

Lunch
Chicken Bites
Vegetable Choice
Fruit or Juice Choice
Milk Choice

Wednesday, October 7

Breakfast
Mini Pancakes or Breakfast Choice Above

Lunch
Domino's Pizza
Vegetable Choice
Fruit or Juice Choice
Milk Choice

Thursday, October 8

Breakfast
Pancake/Sausage Stick or Breakfast Choice Above

Lunch
Pasta w/wo Meatballs
w/wo Roll
Vegetable Choice
Fruit or Juice Choice
Milk Choice

Friday, October 9

Breakfast
Mini Pancakes or Breakfast Choice Above

Lunch
Mini Corn Dogs
Vegetable Choice
Fruit or Juice Choice
Milk Choice

Monday, October 12

Breakfast
Mini Pancakes or Breakfast Choice Above

Lunch
Mozzarella Sticks
Vegetable Choice
Fruit or Juice Choice
Milk Choice

Tuesday, October 13

Breakfast
Pancake/Sausage Stick or Breakfast Choice Above

Lunch
Popcorn Chicken
Vegetable Choice
Fruit or Juice Choice
Milk Choice

Wednesday, October 14

Breakfast
Mini Pancakes or Breakfast Choice Above

Lunch
Domino's Pizza
Vegetable Choice
Fruit or Juice Choice
Milk Choice

Thursday, October 15

Breakfast
Pancake/Sausage Stick or Breakfast Choice Above

Lunch
Nachos
Vegetable Choice
Fruit or Juice Choice
Milk Choice
Extra: Pudding Choice

Friday, October 16

Breakfast
Mini Pancakes or Breakfast Choice Above

Lunch
Shrimp Popcorn
or Vegetable Choice
Fruit or Juice Choice
Milk Choice

National School Lunch Week—Join us for lunch this week!

Free Chillin' Bat Icee on Friday,
October 30th with the
Purchase of a Lunch.



PARENTS:
For your convenience and peace of mind, you can pay for meals online at www.ParentOnline.net
Cost is 5% per deposit.
... or you can pay by cash or check to your cafeteria.

Free and Reduced Price School Meal Application

Applying for Free and Reduced Meals has gotten easier!
Apply online at www.paschoolmeals.com
Call the Food Service office if you need help.
215-809-6540

HELP!

Join the Food Service Team as a substitute. Pay is \$9.00/hr. Work only when your Neshaminy child is in school! Apply at www.source4teachers.com/SAMS or call 215-809-6540 for more information.

SOURCE 4 TEACHERS
Educational Staffing Solutions

Milk Choice:
Fat Free
Chocolate or
Strawberry,
1% White



Vegetables & Fruits That May Be Offered

Baby Carrots/Dip	Apple
Baked Fries	Apple Juice
Broccoli /Dip	Applesauce
Broccoli Cooked	Apple Slices
Carrot Coins	Banana
Cauliflower	Grapes
Celery Sticks/Dip	Mandarin Orange
Corn	Mixed Fruit
Cucumber/Dip	Orange
Garbanzo Beans	Orange Juice
Green Beans	Peach Slices
Hash Brown Potato	Pear Slices
Peas	Pineapple Tidbits
Refried Beans	Strawberries
Spinach	
Vegetarian Beans	

First things First -- New This Year!

Choose at least ONE serving of FRUIT and at least THREE items TOTAL so your meal counts as a Complete Breakfast!

BREAKFAST@SCHOOL
For first-class learning!

Monday, October 19

Breakfast
Mini Pancakes or other Breakfast Choice

Lunch
Calzonettes
Vegetable Choice
Fruit or Juice Choice
Milk Choice

Tuesday, October 20

Breakfast
Pancake/Sausage Stick or other Breakfast Choice

Lunch
Chicken Patty Sandwich
Vegetable Choice
Fruit or Juice Choice
Milk Choice

Wednesday, October 21

Breakfast
Mini Pancakes or Breakfast Choice Above

Lunch
Domino's Pizza
Vegetable Choice
Fruit or Juice Choice
Milk Choice

Thursday, October 22

Breakfast
Pancake/Sausage Stick or Breakfast Choice Above

Lunch
Steak Sandwich
Vegetable Choice
Fruit or Juice Choice
Milk Choice

Friday, October 23

Breakfast
Mini Pancakes or Breakfast Choice Above

Lunch
Cheese Quesadilla
Vegetable Choice
Fruit or Juice Choice
Milk Choice

DON'T 4-GET!

Take at least ONE **FRUIT or VEGGIE** and at least THREE items total so your meal counts as a complete lunch!

Monday, October 26

Breakfast
Mini Pancakes or Breakfast Choice Above

Lunch
Mini Pizza Bagels
Vegetable Choice
Fruit or Juice Choice
Milk Choice

Tuesday, October 27

Breakfast
Pancake/Sausage Stick or other Breakfast Choice

Lunch
Chicken Fries
Vegetable Choice
Fruit or Juice Choice
Milk Choice

Wednesday, October 28

Breakfast
Mini Pancakes or Breakfast Choice Above

Lunch
Domino's Pizza
Vegetable Choice
Fruit or Juice Choice
Milk Choice

Thursday, October 29

Breakfast
Pancake/Sausage Stick or Breakfast Choice Above

Lunch
Tacos
Vegetable Choice
Fruit or Juice Choice
Milk Choice
Extra: Pudding Choice

Friday, October 30

Breakfast
Mini Pancakes or Breakfast Choice Above

Lunch
French Toast Sticks
w/wo Sausage
w/wo Hash Brown Potato
Vegetable Choice
Fruit or Juice Choice
Milk Choice
Extra: Hash Brown Potato
***FREE* Chillin Bat Icee as Fruit Choice**
HAPPY HALLOWEEN



NESHAMINY MIDDLE SCHOOLS
This institution is an equal opportunity provider.

AVAILABLE DAILY

Breakfast Choice: Breakfast Sandwich, Cereal, Cereal Bar, Bagel, Breakfast Bun, PopTart. Must take a fruit or juice for a complete meal.

Lunch Choice: Hot Dog, Cheeseburger, Chicken Sandwich, Salad Bar, French Bread Pizza, Tuna or SB&J Sandwich. Must take a **fruit, juice or veggie** for a complete meal.

Note: SB&J—Sunflower butter & jelly. Extra Items are free with your meal but do not count as a required component.

Thursday, October 1

Breakfast
Pancake/Sausage Stick or Breakfast Choice Above

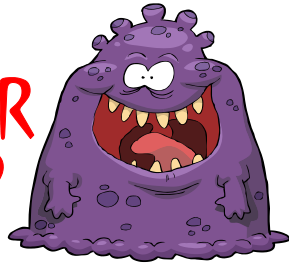
Lunch
Mini Tacos
Vegetable Choice
Fruit or Juice Choice
Milk Choice
Extra: Pudding Choice

Friday, October 2

Breakfast
Mini Pancakes or Breakfast Choice Above

Lunch
French Toast Sticks
w/wo Sausage
Vegetable Choice
Fruit or Juice Choice
Milk Choice
Extra: Hash Brown Potato

**ARE YOU
READY FOR
THIS GUY?**



The flu bug makes the scene in October and can stick around until May! The flu vaccine can keep the bug at bay, help limit the spread of the flu in our community, and make the illness less severe if you do come down with it.

EAT BETTER. PLAY HARDER. LIVE HEALTHIER. LEARN EASIER.
WELLNESS IS A WAY OF LIFE!

Monday, October 5

Breakfast
Mini Pancakes or Breakfast Choice Above

Lunch
Max Stix
Vegetable Choice
Fruit or Juice Choice
Milk Choice

Tuesday, October 6

Breakfast
Pancake/Sausage Stick or Breakfast Choice Above

Lunch
Chicken Bites
Vegetable Choice
Fruit or Juice Choice
Milk Choice

Wednesday, October 7

Breakfast
Mini Pancakes or Breakfast Choice Above

Lunch
Domino's Pizza
Vegetable Choice
Fruit or Juice Choice
Milk Choice

Thursday, October 8

Breakfast
Pancake/Sausage Stick or Breakfast Choice Above

Lunch
Pasta w/wo Meatballs
w/wo Roll
Vegetable Choice
Fruit or Juice Choice
Milk Choice

Friday, October 9

Breakfast
Mini Pancakes or Breakfast Choice Above

Lunch
Mini Corn Dogs
Vegetable Choice
Fruit or Juice Choice
Milk Choice

SCHOOL LUNCH snapshot™

**JOIN US FOR
NATIONAL
SCHOOL LUNCH
WEEK
OCT. 12-16, 2015**

Monday, October 12

Breakfast
Mini Pancakes or Breakfast Choice Above

Lunch
Mozzarella Sticks
Vegetable Choice
Fruit or Juice Choice
Milk Choice

Tuesday, October 13

Breakfast
Pancake/Sausage Stick or Breakfast Choice Above

Lunch
Popcorn Chicken
Vegetable Choice
Fruit or Juice Choice
Milk Choice

Wednesday, October 14

Breakfast
Mini Pancakes or Breakfast Choice Above

Lunch
Domino's Pizza
Vegetable Choice
Fruit or Juice Choice
Milk Choice

Thursday, October 15

Breakfast
Pancake/Sausage Stick or Breakfast Choice Above

Lunch
Nachos
Vegetable Choice
Fruit or Juice Choice
Milk Choice
Extra: Pudding Choice

Friday, October 16

Breakfast
Mini Pancakes or Breakfast Choice Above

Lunch
Shrimp Popcorn
or Vegetable Choice
Fruit or Juice Choice
Milk Choice

National School Lunch Week—Join us for lunch this week!

Free Chillin' Bat Icee on Friday,
October 30th with the
Purchase of a Lunch.



PARENTS:
For your convenience and peace of mind, you can pay for meals online at www.ParentOnline.net
Cost is 5% per deposit.
... or you can pay by cash or check to your cafeteria.

Free and Reduced Price School Meal Application

Applying for Free and Reduced Meals has gotten easier!
Apply online at www.paschoolmeals.com
Call the Food Service office if you need help.
215-809-6540

HELP!

Join the Food Service Team as a substitute. Pay is \$9.00/hr. Work only when your Neshaminy child is in school! Apply at www.source4teachers.com/SAMS or call 215-809-6540 for more information.

SOURCE 4 TEACHERS
Educational Staffing Solutions

Milk Choice:
Fat Free
Chocolate or
Strawberry,
1% White



Vegetables & Fruits That May Be Offered

Baby Carrots/Dip	Apple
Baked Fries	Apple Juice
Broccoli /Dip	Applesauce
Broccoli Cooked	Apple Slices
Carrot Coins	Banana
Cauliflower	Grapes
Celery Sticks/Dip	Mandarin Orange
Corn	Mixed Fruit
Cucumber/Dip	Orange
Garbanzo Beans	Orange Juice
Green Beans	Peach Slices
Hash Brown Potato	Pear Slices
Peas	Pineapple Tidbits
Refried Beans	Strawberries
Spinach	
Vegetarian Beans	

First things First -- New This Year!

Choose at least ONE serving of FRUIT and at least THREE items TOTAL so your meal counts as a Complete Breakfast!

BREAKFAST@SCHOOL
For first-class learning!

Monday, October 19

Breakfast
Mini Pancakes or other Breakfast Choice

Lunch
Calzonettes
Vegetable Choice
Fruit or Juice Choice
Milk Choice

Tuesday, October 20

Breakfast
Pancake/Sausage Stick or other Breakfast Choice

Lunch
Asian Chicken
Vegetable Choice
Fruit or Juice Choice
Milk Choice

Wednesday, October 21

Breakfast
Mini Pancakes or Breakfast Choice Above

Lunch
Domino's Pizza
Vegetable Choice
Fruit or Juice Choice
Milk Choice

Thursday, October 22

Breakfast
Pancake/Sausage Stick or Breakfast Choice Above

Lunch
Steak Sandwich
Vegetable Choice
Fruit or Juice Choice
Milk Choice

Friday, October 23

Breakfast
Mini Pancakes or Breakfast Choice Above

Lunch
Cheese Quesadilla
Vegetable Choice
Fruit or Juice Choice
Milk Choice

DON'T 4-GET!

Take at least ONE **FRUIT or VEGGIE** and at least THREE items total so your meal counts as a complete lunch!

Monday, October 26

Breakfast
Mini Pancakes or Breakfast Choice Above

Lunch
Mini Pizza Bagels
Vegetable Choice
Fruit or Juice Choice
Milk Choice

Tuesday, October 27

Breakfast
Pancake/Sausage Stick or other Breakfast Choice

Lunch
Chicken Fries
Vegetable Choice
Fruit or Juice Choice
Milk Choice

Wednesday, October 28

Breakfast
Mini Pancakes or Breakfast Choice Above

Lunch
Domino's Pizza
Vegetable Choice
Fruit or Juice Choice
Milk Choice

Thursday, October 29

Breakfast
Pancake/Sausage Stick or Breakfast Choice Above

Lunch
Tacos
Vegetable Choice
Fruit or Juice Choice
Milk Choice
Extra: Pudding Choice

Friday, October 30

Breakfast
Mini Pancakes or Breakfast Choice Above

Lunch
French Toast Sticks
w/wo Sausage
w/wo Hash Brown Potato
Vegetable Choice
Fruit or Juice Choice
Milk Choice
Extra: Hash Brown Potato
***FREE* Chillin Bat Icee as Fruit Choice**
HAPPY HALLOWEEN

MENUS FOR OCTOBER 2015

BREAKFAST \$1.50
LUNCH \$3.00

NESHAMINY HIGH SCHOOLS
This institution is an equal opportunity provider.

AVAILABLE DAILY

Breakfast Choice: Bagel, Breakfast Bar, Bun, Sandwich or Wrap, Cereal, French Toast Sticks, PopTart. Must take a **fruit or juice** for a complete meal.

Lunch Choice: Cheeseburger, Chicken Sandwich, Hoagie Choice, Salad Bar, Domino's Pizza, Must take a **fruit, juice or veggie** for a complete meal.

Note: Extra Items are free with your meal but do not count as a required component.

Thursday, October 1

Breakfast
Pancake/Sausage Stick or Breakfast Choice Above

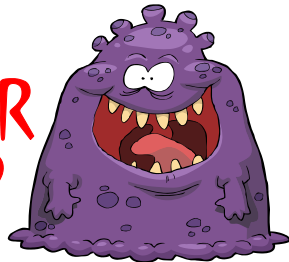
Lunch
Mini Tacos
Vegetable Choice
Fruit or Juice Choice
Milk Choice
Extra: Pudding Choice

Friday, October 2

Breakfast
Mini Pancakes or Breakfast Choice Above

Lunch
French Toast Sticks
w/wo Sausage
Vegetable Choice
Fruit or Juice Choice
Milk Choice
Extra: Hash Brown Potato

ARE YOU READY FOR THIS GUY?



The flu bug makes the scene in October and can stick around until May! The flu vaccine can keep the bug at bay, help limit the spread of the flu in our community, and make the illness less severe if you do come down with it.

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WELLNESS IS A WAY OF LIFE!

Monday, October 5

Breakfast
Mini Pancakes or Breakfast Choice Above

Lunch
Max Stix
Vegetable Choice
Fruit or Juice Choice
Milk Choice

Tuesday, October 6

Breakfast
Pancake/Sausage Stick or Breakfast Choice Above

Lunch
Chicken Bites
Vegetable Choice
Fruit or Juice Choice
Milk Choice

Wednesday, October 7

Breakfast
Mini Pancakes or Breakfast Choice Above

Lunch
Big Daddy's Pizza
Vegetable Choice
Fruit or Juice Choice
Milk Choice

Thursday, October 8

Breakfast
Pancake/Sausage Stick or Breakfast Choice Above

Lunch
Pasta w/wo Meatballs
w/wo Roll
Vegetable Choice
Fruit or Juice Choice
Milk Choice

Friday, October 9

Breakfast
Mini Pancakes or Breakfast Choice Above

Lunch
Mini Corn Dogs
Vegetable Choice
Fruit or Juice Choice
Milk Choice

SCHOOL LUNCH snapshot™

JOIN US FOR NATIONAL SCHOOL LUNCH WEEK
OCT. 12-16, 2015

Monday, October 12

Breakfast
Mini Pancakes or Breakfast Choice Above

Lunch
Mozzarella Sticks
Vegetable Choice
Fruit or Juice Choice
Milk Choice

Tuesday, October 13

Breakfast
Pancake/Sausage Stick or Breakfast Choice Above

Lunch
Popcorn Chicken
Vegetable Choice
Fruit or Juice Choice
Milk Choice

Wednesday, October 14

Breakfast
Mini Pancakes or Breakfast Choice Above

Lunch
Stuffed Crust Pizza
Vegetable Choice
Fruit or Juice Choice
Milk Choice

Thursday, October 15

Breakfast
Pancake/Sausage Stick or Breakfast Choice Above

Lunch
Nachos
Vegetable Choice
Fruit or Juice Choice
Milk Choice
Extra: Pudding Choice

Friday, October 16

Breakfast
Mini Pancakes or Breakfast Choice Above

Lunch
Shrimp Popcorn
or Vegetable Choice
Fruit or Juice Choice
Milk Choice

National School Lunch Week—Join us for lunch this week!

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October 30th with the
Purchase of a Lunch.



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... or you can pay by cash or check to your cafeteria.

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HELP!

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SOURCE 4 TEACHERS
Educational Staffing Solutions

Milk Choice:
Fat Free
Chocolate or
Strawberry,
1% White



Vegetables & Fruits That May Be Offered

Baby Carrots/Dip	Apple
Baked Fries	Apple Juice
Broccoli /Dip	Applesauce
Broccoli Cooked	Apple Slices
Carrot Coins	Banana
Cauliflower	Grapes
Celery Sticks/Dip	Mandarin Orange
Corn	Mixed Fruit
Cucumber/Dip	Orange
Garbanzo Beans	Orange Juice
Green Beans	Peach Slices
Hash Brown Potato	Pear Slices
Peas	Pineapple Tidbits
Refried Beans	Strawberries
Spinach	
Vegetarian Beans	

First things First -- New This Year!

Choose at least ONE serving of FRUIT and at least THREE items TOTAL so your meal counts as a Complete Breakfast!

BREAKFAST@SCHOOL
For first-class learning!

Monday, October 19

Breakfast
Mini Pancakes or other Breakfast Choice

Lunch
Calzonettes
Vegetable Choice
Fruit or Juice Choice
Milk Choice

Tuesday, October 20

Breakfast
Pancake/Sausage Stick or other Breakfast Choice

Lunch
Asian Chicken
Vegetable Choice
Fruit or Juice Choice
Milk Choice

Wednesday, October 21

Breakfast
Mini Pancakes or Breakfast Choice Above

Lunch
Big Daddy's Pizza
Vegetable Choice
Fruit or Juice Choice
Milk Choice

Thursday, October 22

Breakfast
Pancake/Sausage Stick or Breakfast Choice Above

Lunch
Steak Sandwich
Vegetable Choice
Fruit or Juice Choice
Milk Choice

Friday, October 23

Breakfast
Mini Pancakes or Breakfast Choice Above

Lunch
Cheese Quesadilla
Vegetable Choice
Fruit or Juice Choice
Milk Choice

DON'T 4-GET!

Take at least ONE **FRUIT or VEGGIE** and at least THREE items total so your meal counts as a complete lunch!

Monday, October 26

Breakfast
Mini Pancakes or Breakfast Choice Above

Lunch
Mini Pizza Bagels
Vegetable Choice
Fruit or Juice Choice
Milk Choice

Tuesday, October 27

Breakfast
Pancake/Sausage Stick or other Breakfast Choice

Lunch
Chicken Fries
Vegetable Choice
Fruit or Juice Choice
Milk Choice

Wednesday, October 28

Breakfast
Mini Pancakes or Breakfast Choice Above

Lunch
French Bread Pizza
Vegetable Choice
Fruit or Juice Choice
Milk Choice

Thursday, October 29

Breakfast
Pancake/Sausage Stick or Breakfast Choice Above

Lunch
Tacos
Vegetable Choice
Fruit or Juice Choice
Milk Choice
Extra: Pudding Choice

Friday, October 30

Breakfast
Mini Pancakes or Breakfast Choice Above

Lunch
French Toast Sticks
w/wo Sausage
w/wo Hash Brown Potato
Vegetable Choice
Fruit or Juice Choice
Milk Choice
Extra: Hash Brown Potato
***FREE* Chillin Bat Icee as Fruit Choice**
HAPPY HALLOWEEN

Ala Carte Price List for 2015-2016

Category	Item Description	15-16 Student Price	15-16 Adult Price
Beverages	Coffee, 25 cups or more 8 oz.	-	\$0.65
Beverages	Coffee, 8 oz.	-	\$0.70
Beverages	Cup, Styro, 10 oz.	\$0.10	\$0.10
Beverages	Cup, Styro, 6 oz.	\$0.05	\$0.05
Beverages	Gatorade 12 oz	\$1.30	\$1.30
Beverages	Hot Chocolate, 6 oz. (1 packet)	\$0.70	\$0.70
Beverages	Hot Water, 6 oz. (Lg Container .25)	\$0.15	\$0.15
Beverages	Juice Box 100% Fruit 6.75 oz	\$0.75	\$0.75
Beverages	Juice Orange Gal	-	\$6.00
Beverages	Juice, 4 oz. Container	\$0.55	\$0.65
Beverages	Lemonade, 16 oz. Carton WaWa	\$1.25	\$1.25
Beverages	Milk 8 oz.	\$0.70	\$0.70
Beverages	Punch, 16 oz. WaWa	\$1.25	\$1.25
Beverages	Slushy 10 oz.	\$1.10	\$1.10
Beverages	Slushy 4 oz.	\$0.65	\$0.65
Beverages	Slushy 5 oz.	\$0.75	\$0.75
Beverages	Slushy Ridgefield 5.5 oz	\$0.95	\$0.95
Beverages	Snapple 100% Juice, 11.5 oz	\$1.25	\$1.25
Beverages	Snapple Teas, 11.5 oz.	\$1.25	\$1.25
Beverages	Snapple, 11.5 oz. Drinks	\$1.25	\$1.25
Beverages	Snapple, 17.9 oz. Drinks	\$2.05	\$2.05
Beverages	Snapple, 20 oz. Drinks	\$2.25	\$2.25
Beverages	Sparkling Ice 17.9 oz.	\$2.00	\$2.00
Beverages	Tea, Hot 10 oz	-	\$0.85
Beverages	Tea, Hot 8 oz.	-	\$0.60
Beverages	Tea, Iced 12 oz Homemade (Lg Tea Bags	-	\$0.90
Beverages	Tea, Iced, 16 oz. WaWa	-	\$1.25
Beverages	Vitamin Water, 12 oz, Canada Dry	\$1.50	\$1.50
Beverages	Vitamin Water, 20 oz, Canada Dry	\$2.00	\$2.00
Beverages	Water, 16.9 oz	\$1.00	\$1.00
Beverages	Water, 8 oz	\$0.80	\$0.80
Beverages	Water, 8 oz case for use not resale	\$0.10	4.00/cs
Beverages	Water, Flavored, 16.9 oz	\$1.25	\$1.25
Beverages	Water, Sport 20 oz	\$1.50	\$1.50
Beverages	Wawa 10 oz Drink	\$1.00	\$1.00
Beverages	Wawa 16 oz Tea	\$1.25	\$1.25
Beverages	Wawa 8 oz Drink	\$0.75	\$0.75
Beverages	Yoo Hoo, 11.5 oz	\$1.30	\$1.30
Breakfast Items	Bagel, 2.5oz, Plain	\$0.65	\$0.65
Breakfast Items	Bagel, 3 oz, Plain	\$0.85	\$0.85
Breakfast Items	Breakfast Bun Sky Blue Honey Bun 2.8 oz	\$1.00	\$1.00
Breakfast Items	Breakfast Pizza	\$1.25	\$1.25

Category	Item Description	15-16 Student Price	15-16 Adult Price
Breakfast Items	Cereal 96 Pkg Student	\$0.80	\$0.80
Breakfast Items	Cereal Bar (Cheerios,Cin Toast,Trix)	\$0.85	\$0.85
Breakfast Items	Cinnamon Bun 3 oz.	\$1.20	\$1.20
Breakfast Items	Danish Demi Frozen 1.25 oz (Assorted)	\$0.70	\$0.70
Breakfast Items	English Muffin 2oz Frz	-	\$0.75
Breakfast Items	French Toast Sticks (5)	-	\$1.50
Breakfast Items	French Toast Sticks (5) w/ Syrup & Butter	-	\$1.85
Breakfast Items	French Toast Sticks w/Saus, Syrup & Butter	-	\$2.50
Breakfast Items	Fruit Pocket, Apple 3.9 oz	\$1.25	\$1.25
Breakfast Items	Fruit Pocket, Cherry 3.9 oz	\$1.25	\$1.25
Breakfast Items	Gogurt, 2.25 oz	\$0.75	\$0.80
Breakfast Items	Hash Browns	\$0.65	\$0.65
Breakfast Items	Muffin, 2.25 oz. (Purchased)	\$1.00	\$1.00
Breakfast Items	Muffin, 4 oz. (Purchased)	\$1.40	\$1.40
Breakfast Items	Pancake & Sausage on a Stick	\$0.85	\$0.85
Breakfast Items	Poptart (1ct)	\$0.90	\$0.90
Breakfast Items	Poptart 3.6z (2ct)	\$1.30	\$1.30
Breakfast Items	Sandwich Assorted	\$1.85	\$1.85
Breakfast Items	Yogurt, 4 oz.(Rasp,Straw,Watermelon)	\$0.80	\$0.80
Breakfast Items	Yogurt, 5.3 oz. Greek - adults only	-	\$2.00
Condiments	BBQ Sauce 12 gr	\$0.40	\$0.40
Condiments	Butter Packet	\$0.20	\$0.20
Condiments	Cream Cheese packet 1 oz	\$0.35	\$0.35
Condiments	Croutons Packets (2 free w/salad)	\$0.20	\$0.20
Condiments	Dressings, PC 1.5 oz (one free w/salad)	\$0.45	\$0.45
Condiments	Honey Mustard 1 oz pack	\$0.40	\$0.40
Condiments	Jelly Packet .5 oz (2 packs)	\$0.20	\$0.20
Condiments	Ketchup 9 gr. Red Gold (3 packs)	\$0.20	\$0.20
Condiments	Mayonnaise 9 gm. (2 packs)	\$0.20	\$0.20
Condiments	Mustard 5.5 gm. (3 packs)	\$0.20	\$0.20
Condiments	Pickle Chips (3 each)	\$0.20	\$0.20
Condiments	Pickle Spears (1 w/sandwich) each	\$0.25	\$0.25
Condiments	Salsa, 2 oz	\$0.40	\$0.40
Condiments	Syrup 1.5 oz each	\$0.20	\$0.20
Desserts	Brownie – School Made	\$0.85	\$0.85
Desserts	Cake – (Homemade) 1" cut	-	\$0.80
Desserts	Cake - (Homemade) 2 1/2" x 2 1/2 " cut	\$1.00	\$1.00
Desserts	Cake - (Homemade) 2" x 2" cut	\$0.85	\$0.85
Desserts	Fruit Crisp - Cherry, Peach, or Apple -1/2 Cup	\$0.85	\$0.85
Desserts	Jello	\$0.70	\$0.70
Desserts	Pie, Homemade 9" 1/8 cut (student 1/10 cut)	\$1.20	\$1.45
Desserts	Pie, Purchased 10" 1/8 cut (Student 1/10 cut)	\$1.35	\$1.60
Desserts	Pudding 4 oz.	\$0.65	\$0.75

Category	Item Description	15-16 Student Price	15-16 Adult Price
Entrees	American Cheese Sticks (6) w/marinara	-	\$2.70
Entrees	Breakfast Sandwich, Assorted	-	\$1.80
Entrees	Burger Double w/Tom&Let	-	\$2.90
Entrees	Burger on Bun	-	\$2.15
Entrees	Burger w/Tom&Let	-	\$2.30
Entrees	Cheeseburger on Bun	-	\$2.30
Entrees	Cheeseburger w/Bacon on Bun	-	\$2.40
Entrees	Cheeseburger, Double on Bun	-	\$3.00
Entrees	Cheesesteak	-	\$3.00
Entrees	Cheesesteak, South Philly (Sauce & Onions)	-	\$3.20
Entrees	Chicken Breast, Baked, Wing & Drum	-	\$2.85
Entrees	Chicken Fajita	-	\$3.30
Entrees	Chicken Fries (10)	-	\$2.40
Entrees	Chicken Marsela 52/svgs	-	\$3.50
Entrees	Chicken Nuggets (7)	-	\$2.75
Entrees	Corn Dogs (7)	-	\$3.10
Entrees	Flatbread, various	-	\$3.90
Entrees	Gardenburger, (2.5 oz) w/Let, Tomato, Drsg	-	\$2.85
Entrees	Half Sandwich w protein	-	\$1.70
Entrees	Half Sandwich w protein & Lg Soup	-	\$3.80
Entrees	Half Sandwich w protein & Sm Soup	-	\$3.20
Entrees	Hoagie, Deli Style, Meat or Turkey, 6"	-	\$3.25
Entrees	Hoagie, Tuna or Chicken Salad	-	\$3.25
Entrees	Hotdog on Bun	-	\$2.10
Entrees	Hotdog on Bun w/ Chili	-	\$2.30
Entrees	Hotdog on Bun with Cheese	-	\$2.20
Entrees	Knockwurst on Roll w/or without Sauerkraut	\$2.85	\$2.85
Entrees	Knockwurst on Roll w/or without Sauerkraut	-	\$2.85
Entrees	Lasagna, Vegetable	\$2.85	\$2.85
Entrees	Macaroni and Cheese	\$2.50	\$2.50
Entrees	MaxStix (4 ea.)	\$2.60	\$2.60
Entrees	Meatloaf with Vegetable & Mashed Potatoes	\$3.35	\$3.35
Entrees	Mozzarella Cheese Sticks (6) Gilardi	\$2.75	\$2.75
Entrees	Nachos, Beef & Cheese	\$2.95	\$2.95
Entrees	Nachos, Cheese (snack)	\$1.60	\$1.60
Entrees	Pasta Bar w/Garlic Bread	-	\$3.35
Entrees	Pasta Primavera w/Garlic Bread	-	\$3.35
Entrees	Pierogi's (6) w/applesauce or Sour Cream	-	\$3.25
Entrees	Pizza 4 X 6	-	\$2.35
Entrees	Pizza 5" Round	-	\$2.35
Entrees	Pizza Bagels Mini	-	\$2.35
Entrees	Pizza Burger	-	\$2.45
Entrees	Pizza Domino's	-	\$2.35

Category	Item Description	15-16 Student Price	15-16 Adult Price
Entrees	Pizza French Bread	-	\$2.35
Entrees	Pizza, Big Daddy's	-	\$2.35
Entrees	Potato, Baked, w/Choice of Fixings, Large	\$2.85	\$2.85
Entrees	Quesadilla, Chicken	\$1.85	\$1.85
Entrees	Quesadilla, Pizza	\$1.75	\$1.75
Entrees	Quiche, 1/6 pie	-	\$2.60
Entrees	Quiche, Mini	-	\$1.00
Entrees	Quiche, Whole	-	\$14.10
Entrees	Ravioli (6), with Sauce	\$2.85	\$2.85
Entrees	Salad Bar (meat and 3 toppings)	-	\$3.75
Entrees	Salad Bar per pound	-	\$4.00
Entrees	Salad, 3 oz. Tossed w/ Veggies	-	\$1.45
Entrees	Salad, 6 oz. Tossed w/ Veggies	-	\$2.80
Entrees	Salad, 6 oz., w/#12 Scoop Cheese	-	\$3.45
Entrees	Salad, 6 oz., w/#12 Scoop Egg Salad	-	\$3.45
Entrees	Salad, 6 oz., w/#12 Scoop Ham	-	\$3.45
Entrees	Salad, 6 oz., w/#12 Scoop Lunchmeat	-	\$3.45
Entrees	Salad, 6 oz., w/#12 Scoop Roast Turkey	-	\$3.45
Entrees	Salad, 6 oz., w/#12 Scoop Turkey Salad	-	\$3.45
Entrees	Salad, Caesar	-	\$3.50
Entrees	Salad, Chef	-	\$4.05
Entrees	Salad, Chicken Caesar	-	\$4.05
Entrees	Salad, Fruit on Let Leaf w/1/2 C Cot Cheese	-	\$3.00
Entrees	Salad, Fruit, Fresh, 9 oz., hinged container	-	\$3.00
Entrees	Salad, Spinach w/Crou, Bacon, Egg, & Drsg	-	\$3.70
Entrees	Salad, Taco or Taco Salad in 8" Shell	-	\$3.75
Entrees	Salisbury Steak	\$2.10	\$2.10
Entrees	Sandwich, Chicken, Pork or Turkey	-	\$2.75
Entrees	Sandwich, Chicken, Pork or Turkey Cord Blu	-	\$3.45
Entrees	Sandwich, Chicken, Pork or Turkey Parm	-	\$3.00
Entrees	Sandwich, Corned Beef and Cheese on Roll 3oz Beef 1 oz Cheese	-	\$3.25
Entrees	Sandwich, Fish	-	\$3.10
Entrees	Sandwich, Fish w/Lettuce, Tomato & Pickle	-	\$3.40
Entrees	Sandwich, Grilled Cheese	-	\$2.30
Entrees	Sandwich, Ham 'n' Cheese on Croissant, Hot	-	\$2.85
Entrees	Sandwich, Ham n Cheese on Croissant	-	\$2.95
Entrees	Sandwich, Ham n Cheese Sand. on Bread or Kaiser	-	\$2.75
Entrees	Sandwich, Ham on Bread or Kaiser	-	\$2.45
Entrees	Sandwich, Meatball on roll w/Sauce	-	\$2.85
Entrees	Sandwich, Peanut Butter & Jelly Sandwich	-	\$2.15
Entrees	Sandwich, Reuben	-	\$3.45
Entrees	Sandwich, Roast Beef & Cheese on Roll or Bread	-	\$2.95

Category	Item Description	15-16 Student Price	15-16 Adult Price
Entrees	Sandwich, Roast Beef or Pork and Gravy	-	\$2.85
Entrees	Sandwich, Sloppy Joe	-	\$2.55
Entrees	Sandwich, Turkey 'n' Cheese	-	\$2.95
Entrees	Sandwich, Turkey and Gravy	-	\$2.55
Entrees	Sandwich, Turkey Club	-	\$3.55
Entrees	Sandwiches, Chicken Salad #12 scoop	-	\$2.95
Entrees	Sandwiches, Egg Salad #12 scoop	-	\$2.95
Entrees	Sandwiches, Tuna Salad #12 scoop	-	\$2.95
Entrees	Sandwiches, Turkey Salad #12 scoop	-	\$2.95
Entrees	Sausage, Italian w/Pepper & Onions on Roll	-	\$2.85
Entrees	Shrimp Poppers (21), Cocktail Sauce	\$3.15	\$3.15
Entrees	Spaghetti, & Meat Sauce or Meatballs	\$2.90	\$2.90
Entrees	Stew, Beef, 8 oz. Bowl	\$2.55	\$2.55
Entrees	Stir-Fry Chicken and Rice	\$2.85	\$2.85
Entrees	Stuffed Pepper 4 oz	-	\$2.60
Entrees	Stuffed Shells (2) w/Meat Sauce	\$2.85	\$2.85
Entrees	Taco w/Let and Cheese	\$2.55	\$2.55
Entrees	Turkey and Gravy (4 oz)	\$2.90	\$2.90
Entrees	Turkey and Gravy Sandwich, "Hot" 3 oz	\$2.75	\$2.75
Entrees	Turkey Feast	\$5.75	\$5.75
Entrees	Wrap Tortilla 6" (1/2 of 12")	-	\$3.00
Entrees	Wrap Tortilla 8"	-	\$3.50
Entrees	Ziti Baked	\$2.85	\$2.85
Fruit	Apple, Fresh 138 Ct	\$0.65	\$0.70
Fruit	Apples, Sliced Pkg 2 oz.	\$0.60	\$0.65
Fruit	Banana	\$0.65	\$0.65
Fruit	Fruit Cup – ½ Cup (canned) #8 Scoop	\$0.55	\$0.65
Fruit	Fruit Cup – ½ Cup (fresh) #8 Scoop	\$1.10	\$1.40
Fruit	Fruit Cup - ½ Cup (fresh/canned) #8 Scoop	\$0.75	\$0.85
Ice Cream	Cone, Cookie & Cream RF 4 oz	\$1.25	\$1.25
Ice Cream	Cup, Cotton Candy 3 oz	\$0.95	\$0.95
Ice Cream	Dibbs	\$0.95	\$0.95
Ice Cream	Dixie Cup 3 oz Vanilla/Chocolate	\$0.95	\$0.95
Ice Cream	Dixie Cup 4 oz. Vanilla/Choc/Cerry Van FF	\$0.95	\$0.95
Ice Cream	Éclair, Chocolate or Strawberry 3 oz RF	\$0.95	\$0.95
Ice Cream	Fire Cracker Jr.	\$0.95	\$0.95
Ice Cream	Klondike, Giant	\$0.95	\$0.95
Ice Cream	Push-Ups, 3 oz Cotton Candy	\$0.95	\$0.95
Ice Cream	Push-Ups, 3 oz. Fudge RF	\$0.95	\$0.95
Ice Cream	Push-Ups, 3 oz. Orange Juice Sherbert	\$1.25	\$1.25
Ice Cream	Sandwich, 4 oz. RF	\$1.25	\$1.25
Ice Cream	Sandwich, Choc Chip 4 oz	\$0.95	\$0.95
Ice Cream	Sandwich, Mini 2.25 oz RF	\$0.95	\$0.95

Category	Item Description	15-16 Student Price	15-16 Adult Price
Ice Cream	Sundae cups, 3 oz. Choc LF	\$0.95	\$0.95
Ice Cream	Wells Health Smart Van Fudge Bar 3.5 oz	\$0.95	\$0.95
Ice Cream	Warheads Sour 4 oz	\$1.25	\$1.25
Ice Cream	Yogurt, Frozen Peach or Vanilla 4 oz	\$0.95	\$0.95
Sides	Bread & Butter, 1 Slice white	-	\$0.20
Sides	Bread & Butter, 2 Slices white	-	\$0.35
Sides	Bread Stick, Moz	-	\$1.05
Sides	Bread, Garlic	\$0.60	\$0.65
Sides	Broccoli Salad – ½ Cup #8 Scoop	-	\$1.05
Sides	Cole Slaw – ½ Cup #8 Scoop	-	\$0.95
Sides	Cottage Cheese 3 oz.	\$1.30	\$1.30
Sides	Crackers, Saltine, Pk of 2	\$0.15	\$0.15
Sides	Croissant, Plain 2.2 oz	-	\$0.85
Sides	Egg 1 Hardboiled	\$0.65	\$0.65
Sides	Fries	\$1.15	\$1.15
Sides	Fries w/Cheese	\$1.35	\$1.35
Sides	Fries w/Lunch	\$0.85	\$1.15
Sides	Jello Salad - Plain	\$0.65	\$0.70
Sides	Macaroni Salad, 1/2 cup #8 Scoop	-	\$1.25
Sides	Matzo, 1/2 oz.	-	\$0.25
Sides	Matzo, 1/4 oz. (1/2 cracker)	-	\$0.15
Sides	Nachos w/Cheese	-	\$1.25
Sides	Pasta Salad w/ Fresh Veg, 1/2 Cup	-	\$1.25
Sides	Potato Salad, 1/2 cup #8 Scoop	\$1.30	\$1.30
Sides	Rice	\$0.80	\$0.80
Sides	Roll, Dinner Wheat	\$0.40	\$0.40
Sides	Salad, Tuna, Egg, Chicken, Turkey 3 oz.	-	\$1.85
Sides	Side Salad, Greens & Vegetables - 5 oz.	-	\$1.45
Sides	Vegetables, Raw 3 oz. (1/2 cup)	-	\$1.20
Snacks	Chips .5 oz	\$0.50	\$0.50
Snacks	Chips Andy Rapp	-	\$0.75
Snacks	Chips Andy Rapps	\$0.80	\$0.80
Snacks	Chips Baked 1 oz	\$0.75	\$0.75
Snacks	Chips over .5 under 1 oz	\$0.65	\$0.65
Snacks	Cookie, School Baked, 1 oz. Adults Only	-	\$0.40
Snacks	Cookie, School Baked, 1.5 oz WG	\$0.70	\$0.70
Snacks	Cookie, School Baked, 2 oz. Adults Only	-	\$0.75
Snacks	Cookie, School Baked, 2 oz. 5 each	-	\$3.30
Snacks	Fruit by the Foot .75 oz (Cherry,TyeDye)	\$0.65	\$0.65
Snacks	Fruit Pocket 2.2 oz	\$0.80	\$0.80
Snacks	Fruit Pocket 2.2 oz	\$0.80	\$0.80
Snacks	Fruit Pocket, Apple 3.9 oz	\$1.25	\$1.25
Snacks	Fruit Pocket, Cherry 3.9 oz	\$1.25	\$1.25

Category	Item Description	15-16 Student Price	15-16 Adult Price
Snacks	Fruit Rollups .5 oz	\$0.65	\$0.65
Snacks	Fruit Snacks .9 oz	\$0.65	\$0.65
Snacks	Gold Fish Crackers .5 oz	\$0.50	\$0.50
Snacks	Graham, Teddy .5 oz	-	\$0.55
Snacks	Graham Crackers, Honey 2/pk	\$0.20	\$0.20
Snacks	Munchies Kids Mix .9 oz	\$1.00	\$1.00
Snacks	Pirate Booty	\$1.00	\$1.00
Snacks	Popcorn Johnny Rapp 1oz & other 1oz pdts	-	\$0.85
Snacks	Popcorn, Smartfd, 1oz	\$0.85	\$0.85
Snacks	Popcorn, Smartfd, WC under 1oz	\$0.75	\$0.75
Snacks	Pretzel & Hummus	-	\$3.00
Snacks	Pretzel .5 oz	-	\$0.60
Snacks	Pretzel Bites (5)	-	\$0.50
Snacks	Pretzel Heartzel .7 oz	-	\$0.75
Snacks	Pretzel Nubs w/cheese	\$1.50	\$1.50
Snacks	Pretzel Nubs w/Cheese	-	\$1.50
Snacks	Pretzel Rods	\$0.10	\$0.10
Snacks	Pretzel Twist 1 oz	-	\$0.75
Snacks	Pretzel Fresh (Appr. 2.2 oz.)	\$0.55	\$0.55
Snacks	Pretzel Fresh (Appr. 4 1/2 oz.)	\$0.65	\$0.65
Snacks	Pretzel Twist .5 oz	-	\$0.65
Snacks	Rice Krispy, Mini .39 oz	\$0.50	\$0.50
Snacks	Saltines, Package of 2	\$0.10	\$0.10
Snacks	String Cheese - 1 oz.	\$0.85	\$0.85
Soup	Soup 12 oz	\$2.25	\$2.25
Soup	Soup 12 oz. Gourmet Frozen	-	\$2.35
Soup	Soup 6 oz.	\$1.25	\$1.25
Soup	Soup 6 oz. with Lunch		\$1.20
Soup	Soup 8 oz.	\$1.55	\$1.55
Soup	Soup 8 oz. Gourmet Frozen	-	\$1.65
Soup	Soup Bowl Can Soup	-	\$3.25
Soup	Soup Bowl Frz Soup	-	\$3.75
Vegetables	Carrots, Baby 1.5 oz	\$0.30	\$0.35
Vegetables	French Freis 3 oz w/lunch	\$0.80	\$1.10
Vegetables	French Fries 3 oz.	\$1.10	\$1.10
Vegetables	French Fries 3 oz. w/Cheese	\$1.35	\$1.35
Vegetables	French Fries 6 oz. (double)	\$2.20	\$2.20
Vegetables	French Fries 6 oz. (double) w/Cheese	\$2.65	\$2.65
Vegetables	French Fries w/ Lunch	\$0.80	\$0.80
Vegetables	Macaroni & Cheese, 1/2 Cup	\$1.00	\$1.00
Vegetables	Potato Puffs 1/2 Cup	\$0.75	\$0.75
Vegetables	Potatoes, Mashed 1/2 Cup	\$0.75	\$0.75
Vegetables	Potatoes, Scalloped 4 oz	\$0.75	\$0.75

Category	Item Description	15-16 Student Price	15-16 Adult Price
Vegetables	Rice - 1/2 Cup	\$0.75	\$0.75
Vegetables	Rice, Mexican, Wild, Pilaf 1/2 Cup	\$0.75	\$0.75
Vegetables	Vegetables, 2nd Helping (1/2 cup)	\$0.45	\$0.45
Vegetables	Vegetables, Cooked, (1/2 cup)	\$0.80	\$0.80
Vegetables	Vegetables, Raw, 3 oz. (1/2 cup)	\$0.80	\$0.80