



Neshaminy School District

**Requests for Proposal (RFP)
for**

RFP 16-12

Food Service Cost Reimbursable Contract

For 2015-2016

Release Date: January 30, 2015

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COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF EDUCATION
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HARRISBURG, PA 17126-0333
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**Food Service Management Company (FSMC)
Request for Proposals (RFP) and Contract**

**NESHAMINY SCHOOL DISTRICT
PEARS Agreement Number 122-09-750-2
RFP 16-12**

July 1, 2015 to June 30, 2016

In accordance with federal law and United States Department of Agriculture (USDA) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410, or call (202)720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

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: ____/____/____

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, **2015** through June 30, **2016** 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

Name of SFA

Name of FSMC

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 FSMC and SFA.

B. Procurement Method

All procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with Title 7 CFR §3016. Choose one of the following options.

- ☐ This contract will be a **Fixed Price Contract** to be bid in three parts with the total per meal cost reimbursement.
- Direct Cost of Operation
 - Administrative Fee
 - Management Fee

Although the maximum per meal cost reimbursement is the bid price, the per meal reimbursement to the FSMC is contingent upon the following:

- Direct cost of operations as audited and approved.
- Administrative fee (quoted per meal fee multiplied by meals served) - expenses included must be itemized.
- Management fee- represents a profit to the FSMC.

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 include both the basic commodities allocation as well as any bonus commodities. These must be calculated in the per meal cost that is included in the bidder's proposal.

- ☒ This contract will be a **Cost-Reimbursable** contract whereas the FSMC will be paid on the basis of the direct cost (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.

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.

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 February 6, 2015 9:00 am at Maple Point Administrative Office, Board Room, 2250 Langhorne-Yardley Road, Langhorne, PA 19047. **Attendance is required.**

For DFN use only:

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 February 27, 2015. 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 accordance with Title 7 CFR §3016.60(c).
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.
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 Thomas Sizgorich at (215) 809-6280 or at tsizgorich@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). 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.

For DFN use only:

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>

- ☐ 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 Insert Percentage% or more (criteria must be consistent with the RFP and cannot add or delete specification/requirements). 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 7 CFR §3016.36(b) (12), 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, its attachments, and addenda.

For DFN use only:

I. Contract Terms

The contract shall be for a period of one year with the school year beginning on or about July 1, 2015, and ending June 30, 2016, 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.

K. Errors or Omissions

The proposing vendor shall not be allowed to take advantage of any errors or omissions in the specifications. Where errors occur in the specification, the vendor shall promptly notify the contact person listed. Inconsistencies in the 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 contractors nor potential contractors. 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 sum of the Federal and State free meal reimbursement plus the 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.

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- **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.

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. We 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.

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 (1-27).

1. **Definitions:** The following terms will have the meaning set forth in the following definitions unless the context clearly indicates otherwise:
 - a. Affiliated Entities includes any parent, subsidiary, partner and/or joint venturer of or with FSMC, any person or entity that shares in the profits of FSMC or in the proceeds or profits resulting from this agreement.
 - b. Agreement will mean this agreement between FSMC and the SFA. It will include the following contract documents and the terms, conditions, and limitations set forth in said documents:
 - c. The "Request for Proposals (RFP) and Contract" (hereinafter the "RFP") form required by the Pennsylvania Department of Education; The Standard Terms and Conditions included with the RFP (hereinafter the "Standard Terms and Conditions"); The Agreement Page of the RFP; The Projected Operating Costs Worksheet and Budget Summary; All appendices specified in the Standard Terms and Conditions; and all appendices specified in this RFP.
 - d. Cash Equivalents will mean an amount equal to the expenses attributable to those special functions requested by the SFA for which there are no cash receipts.
 - e. Charges will mean the costs incurred by FSMC for the benefit of FSMC's employees assigned to the account for: (i) medical insurance costs; (ii) life insurance costs and the reasonable allocation of costs incurred by the FSMC to manage and administer the plan; (iii) long-term-disability costs; (iv) company contributions to retirement plan and the reasonable allocation of costs incurred by the FSMC to manage and administer the plan; (iv) educational assistance; and (v) sick leave. No other costs will be included in charges under this agreement including general insurance as currently defined: Risk, Workers' Compensation, Crime; proprietary computers, computer programs, maintenance & support thereof.
 - f. Contract Year will, for the initial term of this agreement, be the period of time between the effective date of this agreement on July 1, 2015 and June 30, 2016, and for any renewal term, will be the year period of time between July 1 and immediately following June 30.
 - g. Financial Return will mean gross receipts less total annual food service costs.
 - h. Food Service/Cafeteria Operations will mean all services relating to the preparation and service of food and beverages to the School District's students, staff, employees and authorized visitors. The SFA's food service/cafeteria operations may include the NSLP, the SBP, the SLP, the SMP, the SFSP, the Child/Adult Care Food Program, the a la carte food service, and any other food services provided by the SFA through the services of FSMC under this agreement; provided, however, that the term food service/cafeteria operations will not include any beverage or soda sales that are covered by a separate

For DFN use only:

- contract or as designated by the SFA.
- i. FSMC will mean the name of the successful Food Service Management Company bidder.
 - j. Gross Receipts will mean the total of all cash receipts, cash equivalents, and cash reimbursements received by the SFA as a direct result of its food service/cafeteria operations.
 - k. Guaranteed Amount will mean the amount of the positive return that FSMC guarantees will be experienced by the SFA under this agreement.
 - l. Include(s) and Including will mean inclusive of but not limited to.
 - m. Meals will mean and/or include, free, reduced-price and paid reimbursable meals to all eligible children participating in the SBP, NSLP and/or Meal Supplement Program and free meals to all eligible children participating in the SFSP and will include a la carte food service, reimbursable lunches pursuant to the NSLP, reimbursable breakfasts pursuant to the SBP, reimbursable meal supplements pursuant to the NSLP, reimbursable milk pursuant to the SMP, and reimbursable meals pursuant to the SFSP.
 - n. Meal Equivalent will mean a factor which is determined by dividing the total of cash receipts, excluding sales of National School Lunch Program meals, School Breakfast Program meals, Summer Feeding Program meals and snacks, After School Snack Program meals, or any reimbursable meal or snack by the Equivalency Factor (see Schedule A for value).
 - o. Menu(s) will mean the twenty-one (21) day menu(s) developed by the SFA and included in the RFP documents and subsequent menus developed from time to time for use in the SFA's food service/cafeteria operations.
 - p. NSLP will mean the National School Lunch Program.
 - q. Operating Expenses will mean the actual and recorded costs and expenses incurred by FSMC to operate the SFA's food service/cafeteria operations for the following items only:
 - i) The cost of goods, including food, beverages and reasonable and necessary supplies net of all discounts, rebates and other applicable credits accruing to or received by FSMC or any assignee under this contract, to the extent those credits are allocable to the allowable portion of the costs billed to the SFA, maintenance of inventories of servicewares and small expendable equipment (smallwares).
 - ii) Salaries and wages of all of FSMC's on-site employees responsible for management, preparation, service and cleanup of meals, including payroll taxes, with respect to work performed under this agreement.
 - iii) Charges as defined in this agreement.
 - iv) Other direct costs, charges and expenses directly related to and necessary to perform the specific duties and obligations of FSMC under this agreement including: office supplies, telephone, licensing fees and licenses, training, in District travel, permit fees and permits, laundry, menu printing, uniforms, postage, paper goods, smallwares, insurance, signage (must be pre-approved by the SFA) and bank fees.
 - v) Operating Expenses will not include:
 - 1. Discounts, rebates and other applicable credits accruing to or received by FSMC or any assignee under this contract; (ii) FSMC's overhead expenses, including area and zone supervision, general support provided by the corporate offices of FSMC, accounting, purchasing, marketing, tax, legal, research, auditing and other related administrative fees/expenses.
 - 2. Decorations and marketing, including any such costs incurred with starting up expenses.
 - 3. Out of pocket costs and expenses related to enhancing the good will or name of FSMC.
 - r. PDE will mean the Pennsylvania Department of Education.
 - s. SBP will mean the School Breakfast Program.
 - t. School District/District will mean the Neshaminy School District. When the context indicates, the School District will be deemed to mean the SFA, i.e., the School Food Authority, as defined and/or referred to in law. The designations School District, District and SFA may be used interchangeably in the contract documents.
 - u. Servicewares will mean items utilized in the service of food, including such things as chinaware, glassware and silverware.

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- v. SFA will mean the School District/District.
 - w. SFSP will mean the Summer Food Service Program. SLP will mean the Summer Lunch Program.
 - x. Small Expendable Equipment and Smallwares will mean items utilized in the preparation of food, including such things as pots, pans and kitchen utensils.
 - y. SMP will mean the School Milk Program.
 - z. Total Annual Food Service Costs will mean the sum of the SFA's total financial obligations per contract year, on an accrual basis of accounting, by the SFA for: (a) all personnel and payroll costs for cafeteria employees employed directly by the SFA and as defined on PDE-040a form - Labor & Fringe Worksheet; (b) all operating costs as defined in PDE-040b – NSLP Projected Operating Costs and the PDE-040b – Budget Summary” charged to the SFA's food service/cafeteria operations; and (c) all costs and fees required to be paid under this agreement by the SFA to FSMC as defined in paragraph 31 of this agreement.
 - aa. USDA will mean the United States Department of Agriculture or its successors or assigns.
 - bb. Year will mean the three hundred and sixty-five (365) day period of time beginning with July 1, 2015, and terminating at the end of the day before the one year anniversary of the effective date of this agreement.
2. **Background Information and Purpose of Request for Proposal:** The purpose of this request is to solicit proposals from qualified FSMCs to provide for the management and operation of the District's food service program. The FSMC will assume responsibility for the efficient management and operation of the food service program including purchasing, receiving, storing, setting up cafeteria lines, counter service, cleanup, sanitation, training, hiring and supervising personnel, and preparing and serving food in a way to create optimum student participation and satisfaction. The program will include the use of Federally Donated Commodities.

The District is currently self-operated. As such all the staff is on District payroll. FSMC's must propose that all 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 District Food Service employees will be interviewed by the FSMC prior to the FSMC soliciting to fill the positions from the general public. The FSMC will provide proposed staffing, wages and hours and will detail the staffing, wages and hours on Attachment 3a and 11.

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 twelve schools. For the 2015-16 school year the 5th grades at the elementary schools will be moving to the three middle schools. In doing so, the lunch periods for the middle schools will increase from 3 to 4. The Food Service Department also provides vending and catering. The vending is as follows:

Vending Machines Operated by Food Services			
Type	Location	Serviced by Food Service	Commission
Snapple	High School	Yes	-
Snapple	High School	Yes	-
Snapple	High School	Yes	-
Snapple	High School	Yes	-
Snapple	High School	Yes	-
Snapple	High School	Yes	-
Snapple	High School	Yes	-
Snapple	High School	Yes	-
Soda/Water	High School Teacher's Lounge	Yes	-
Snack	High School	Yes	-
Snack	High School	Yes	-
Milk	High School	Yes	-
Soda	Maple Point Teacher's Lounge	Yes	-
Snapple	Maple Point Cafeteria	Yes	-
Snack	Maple Point Cafeteria	Yes	-
Water	Maple Point Outside Gym	Yes	-

For DFN use only:

Vending Machines Operated by Food Services			
Type	Location	Serviced by Food Service	Commission
Snack	Maple Point Outside Gym	Yes	-
Snapple	Carl Sandburg	Yes	-
Soda	Carl Sandburg Teacher Lounge	Yes	
Snapple	High School	Yes	-
Snapple	High School	Yes	-
1. Other vending in district operated by various organizations.			
2. Is expected the FSMC will provide recommendations to enhance the revenue from vending.			

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 8,393 students of which 1,814 are eligible free and 278 are eligible reduced. This includes kindergarten students at all elementary schools all which are full day.

The District participates in the National School Lunch and Breakfast Programs (hereinafter known as NSLP). As such, the District receives federal/state reimbursements and federal commodities. The District is bound by the regulations of the NSLP and is committed to following the NSLP. The annual total revenue of the District's food service program last year was \$3,090,619. The District utilizes a point of sale system (hereafter known as POS) at all schools. The following table details the number of serving days and POS stations:

Serving Days and No. of POS Stations by School			
School	Breakfast Serving Days	Lunch Serving Days	No. of POS Stations
Pearl S. Buck Elem.	177	177	1 Student
Samuel Everitt Elem.	177	177	1 Student
Joseph Ferderbar Elem.	177	177	1 Student
Oliver Heckman Elem.	177	177	1 Student
Herbert Hoover Elem.	177	177	2 Student
Lower Southampton Elem.	177	177	1 Student
Walter Miller Elem.	177	177	1 Student
Albert Schweitzer Elem.	177	177	1 Student
Maple Point Middle	179	179	4 1-Teacher, 1 snack, 2 student
Poquessing Middle	179	179	2 Student
Carl Sandburg Middle	179	179	2 Student
Neshaminy HS	179	179	6 1-Teacher, 1 snack, 4 student

The District will award a contract to the FSMC whose proposal is determined to be the most advantageous based upon the evaluation criteria. The District's goals are to provide the best variety, nutrition and service while maintaining stated prices at a guaranteed surplus financial operation. Good variety, great taste, freshness, authenticity, healthy choices, ambiance, and excellent service will be the norm, not the exception. The FSMC must be innovative in providing appropriate food concepts that will attract and retain the students in a comforting and comfortable atmosphere. All FSMC's are strongly encouraged to look at the District's food service program and use their creativity, skills, resources and staff to propose and provide a program that meets the District's stated goals.

The current pricing structure has been in effect since September of 2013. The meal prices are detailed in the following Schedule A and Attachment 5a. 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 the following Schedule A and Attachment 5a and maintaining a surplus operation. Any price increase must be reviewed by the administration and approved by the Board.

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Schedule A - Meal Prices	
MEAL	Price
Elementary Schools	
Breakfast Price	\$1.00
Reduced Breakfast	\$0.30
Lunch Price	\$2.35
Reduced Lunch	\$0.40
Milk	\$0.60
Middle Schools	
Breakfast Price	\$1.25
Reduced Breakfast	\$.30
Lunch Price	\$2.85
Reduced Lunch	\$.40
Milk	\$.60
High School	
Breakfast Price	\$1.25
Reduced Breakfast	\$.30
Lunch Price	\$2.85
Reduced Lunch	\$.40
Milk	\$.60
Adults	
Lunch Price – Elementary	A la carte
Lunch Price – Middle School	A la carte
Lunch Price – High School	A la carte
Breakfast Price	A la carte
Meal Equivalent Factor	
All non-reimbursable meal income such as a la carte, catering, adult meals, etc. will be converted to a meal equivalent using this rate. The FSMC and SFA shall determine a la carte meal equivalents by dividing the a la carte revenue by the sum of the Federal and State free meal reimbursement plus the value of USDA entitlement and bonus donated foods.	\$3.3925

3. **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.
- The FSMC must be registered to do business in the State of Pennsylvania.
 - 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 Attachment 10 – FSMC List of School District Served. These requirements will not cause automatic rejection but shall be strongly considered in the evaluation process.
 - 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.
 - The FSMC must provide an onsite director, an assistant director and a chef to manage, lead and direct the food service program and to implement a seamless transition. These persons need to be in place by June 1, 2015. As the proposed on-site director, assistant director and chef are essential to the success of the program the FSMC will submit with their proposal the resumes/summaries of qualifications of the proposed management team. All FSMCs should submit a resume of their best

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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.

4. **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 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.

5. **District and FSMC Responsibilities:** Terms of the actual agreement with the successful FSMC will be developed through negotiation and will be consistent with the District and FSMC responsibilities as follows:

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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 any losses which may arise due to District equipment malfunction not within the control of the FSMC or loss of electrical power not within the control of the FSMC.
3.	The District will provide an initial inventory of supplies and equipment available for use by the FSMC.
4.	The District will furnish and install any equipment needed to comply with all laws.
5.	The District will be responsible for repairs to all permanent fixtures such as faucets, lights, sewers, air conditioning, heating vents, hoods and all other electrical work and district owned kitchen equipment.
6.	The District will furnish at its expense, space, light, heat, power, hot and cold water and other utilities as are necessary for the operation of the food services to be furnished hereunder.
7.	The District will make available without cost to the FSMC, areas of the premises agreeable to both parties in which the FSMC will render its services: such area or areas reasonably necessary for providing efficient food service program.
8.	The District may request of the FSMC additional food service programs (Breakfast, After School Snack, Dinner, Summer Feeding, Fresh Fruits and Vegetables, and Catering).
9.	The District will have unlimited access to all areas used by the FSMC for purposes of inspections and audits.
10.	The District will be responsible for painting within the kitchen and dining areas.
11.	The District will be responsible for periodic buffing and waxing of dining room and kitchen floors. walls, floors, ceilings, windows, inaccessible vents and blinds will also be maintained by the District.
12.	The District will make available sanitary toilet facilities for the employees of the FSMC.
13.	The District will perform Annual Onsite Reviews.
14.	The District will determine Free & Reduced Price Applications.
15.	The District will generate and maintain Master Eligibility List.
16.	The District will conduct verification.
17.	The District will review and approve menus.
18.	The District will establish an Advisory Committee, and meet at a minimum 1x a year.
19.	The District will review edit check worksheets.
20.	The District will review, submit & certify monthly reimbursement claim.
21.	The District will review USDA commodity utilization.
22.	<p>Except as otherwise provided in this Contract, and subject to the terms, conditions and limitations contained in this Contract, the SFA will pay/reimburse FSMC as follows:</p> <p>a) Notwithstanding anything herein to the contrary: No payment will be made for operating expenses or Management Fees associated with meals that are spoiled or unwholesome at the time of delivery, do not meet the specifications as developed by the SFA for each food component in the meal pattern, or do not otherwise meet the requirements of this Contract; and (b) payments will be reduced in accordance with the guaranteed return provisions of this Contract; and no payment will be made for any operating expenses, charges or Management Fee that are defined in this paragraph as contingent additional fees unless FSMC notifies SFA in advance of its recommendation that the costs be approved and the SFA approves the contingent additional fees in writing in advance of the costs being incurred. For purposes of this paragraph, the term contingent additional fees will mean any expenditure or cost in excess of One Thousand Dollars (\$1,000.00) for capital equipment and any expenditure or cost in excess of Five Hundred Dollars (\$500.00) for anything that is not essential to the actual serving of meals, including promotional and advertising costs and expenses.</p> <p>b) Invoices submitted in accordance with this Contract will be paid by the SFA within thirty (30)</p>

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<p>days of receipt by the SFA; provided however, no interest may be charged by FSMC for any late payments unless there has been a willful refusal to pay without justification by the SFA. In the event that interest is due, the rate will be the one hundred and twenty-five percent of the prime rate established by the federal reserve bank as determined on the due date of the payment.</p> <p>c) The SFA will be responsible for making deposits at the SFA bank designated for the food service program.</p>

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. The FSMC will insure that all food preparation and serving equipment owned by the District will remain on the premises of the District. The FSMC will prepare food service for the District schools that qualify for the Breakfast Program, The National School Lunch Program, and the Summer Food Service Program and/or any other food service requested by the District.
2. The FSMC will notify the District of any equipment belonging to them on District premises within ten (10) days of its placement on the District premises.
3. The FSMC will recommend to the District the purchase of new or replacement equipment as needed. If the District is in agreement and the funds become available, the equipment will then be replaced.
4. The FSMC will coordinate the repair or replacement of any equipment not functioning properly with the designated District personnel that has repair responsibility.
5. The FSMC will account for all equipment and make every effort to protect it from pilferage, destruction, or damage.
6. The FSMC will operate and care for all equipment as well as food service areas (except walls, floors, unexposed vents, windows and lights) in a clean, safe and healthy condition in accordance with standards acceptable to the District and comply with all federal, state and local authorities.
7. At the end of the initial term of this Contract and at the end of any renewal term, the FSMC will provide a report to the SFA which analyzes maintenance costs, energy operating efficiencies and cost, age of equipment and suggestions for equipment replacement.
8. The FSMC will take all reasonable steps to safeguard the SFA's property, equipment and supplies that are used in connection with the services provided under this Contract. All SFA equipment and supplies will remain on the premises of the SFA.
9. The FSMC will clean the kitchen/serving areas, including but not limited to the floors, counters, sinks, cooking equipment, tables, refrigerators, ovens, freezers, utensils, fryers and hood surfaces.
10. The utmost importance is placed on proper sanitation standards. National Sanitation Foundation (NSF) standards for food service establishments as well as HACCP guidelines must be maintained. In addition, a health department Grade "A" rating must be maintained at all times.
11. The FSMC will provide sanitation standards for housekeeping, preparation, storage, employees, and equipment. The FSMC will also make adjustments to practices and operation of equipment as required.
12. The FSMC will comply with all local and state sanitation requirements in the preparation of food.
13. Recommend management and operational strategies to contain operating costs, without sacrificing thorough and efficient operations.
14. 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.
15. 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.
16. 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

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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:

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.

17. 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 \$6,000.
18. The FSMC will provide a monthly profit and loss statement.
19. To keep the District apprised of legislation which may impact the food services program.
20. The FSMC will pay for and provide all smallwares.
21. The FSMC will provide all necessary employee training for their and District employees.
22. The FSMC will ensure that menu components and portion sizes meet all requirements.
23. The FSMC will ensure proper collection methods of all funds.
24. The FSMC will ensure acceptable counting and accountability methods.
25. The FSMC will provide any corporate support as needed.
26. When requested by administration, the FSMC will provide presentations to the Board.
27. The FSMC will ensure an active advisory committee.
28. The FSMC will provide all promotions and marketing of the program.
29. The FSMC will provide all payroll functions for their employees.
30. The FSMC will provide analysis of trends and participation reports to improve the program.
31. The FSMC will remove trash from the kitchen and cafeteria areas and bring it to the dumpsters.
32. The FSMC will provide an employee roster on a form provided by the District to the District and their designee.
33. Invoices/Invoicing; the following will apply:
 - a) The FSMC will invoice the SFA monthly a sum not to exceed the operating expenses and the Management Fee earned in the prior month taking into account the recognized operating expenses incurred by FSMC in connection with this Contract, the number of meals and meal equivalents, and an appropriate portion of the guaranteed amount. This is to include the monthly operating statement and back up as to the detail of the charges contained in the operating statement.
 - b) All invoices submitted by FSMC to the SFA will contain a statement that the articles and services reflected on the invoice have been rendered and furnished.
 - c) All invoices will separately itemize operating expenses and Management Fees.
 - d) All invoices will either (i) separately identify for each cost submitted for payment to the SFA the amount of the cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account) OR (ii) exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for cost determination and verification.
 - e) The FSMC must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the SFA for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. The SFA may permit FSMC to report this information on a less frequent basis than monthly but no less frequently than annually, if PDE approves.
 - f) The FSMC must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract.
 - g) The FSMC's determination of its allowable costs must be made in compliance with applicable

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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:

- Departmental and Program regulations and Office of Management and Budget cost circulars.
- h) No expenditure may be made from the nonprofit school food service account if FSMC fails or refuses to include the requirements set forth above concerning discounts, rebates and other applicable credits. Neither may any expenditure be made from the nonprofit school food service account that permits or results in FSMC receiving payments in excess of FSMC's actual, net allowable costs.
 - i) All invoices submitted will be supported by appropriate accounting records substantiating the amount claimed which will be prepared in accordance with generally accepted accounting principles. In the event that the requested supporting documentation is not provided and such supporting documentation is requested by the SFA, FSMC will provide such supporting documentation with thirty (30) calendar days of the SFA'S request. In the event that FSMC fails or refuses to provide the requested documentation within the aforesaid thirty (30) calendar day period, FSMC will not be entitled and the SFA will not be required to pay for the disputed item(s) for which supporting documentation was requested by the SFA.

34. The FSMC will properly safeguard and account for all funds handled in connection with the services provided under this Contract; and deposit all income or funds accruing as a result of payments by children and adults, federal and/or state grants, payments or reimbursements, discounts, rebates and other applicable credits accruing to or received by FSMC and all other income or funds from sources such as donations, special functions, and/or loans, in the SFA's food service account.

35. The FSMC will be responsible for the transportation and distribution of food and food service supplies. Vehicles and maintenance of any required vehicles will be the responsibility of the SFA.

36. The FSMC will make at least three (3) deposits weekly at secondary schools and at least once per week at elementary 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.

37. Accounting; (no later than the (10th) calendar day succeeding the month in which services were rendered): At a minimum the monthly operating statement will include the budget by detailed category, actual MTD and YTD revenues and expenses, actual variance to prior year-to-date expenses, and provide a year-end projection. The report will also include budgeted and actual expenses as a percentage of sales. The report will also include budgeted and actual number of serving days and budgeted and actual number of meals served. (Submit a sample of monthly financial statement with the RFP submission).

38. Participation records will be submitted no later than the (5th) working day succeeding the month in which services were rendered. Any errors on the FSMC's part which causes loss of reimbursement to the SFA, the FSMC will be responsible to reimburse the SFA for all losses. On a quarterly basis the FSMC will provide data by school and a summary at elementary, middle, and high school levels, for the total food service program participation, meals served, and an analysis of participation as a percentage of total school attendance or other analysis as required by the SFA. The quarterly statement must be received no later than the tenth (10th) working day succeeding the end of the quarter. (Submit a sample quarterly financial statement with the RFP submission).

6. **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.
7. **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.

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The FSMC will supply all the staff. The FSMC will recommend hours and number of positions at each school location on Attachment 11. The FSMC must state the benefit package offered to its employees and define the eligibility requirements (hours & weeks worked) for your staff to qualify for health benefits. 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. It is expressly understood that the currently employed District employees will be offered the opportunity to interview for positions with the successful FSMC.

- a. FSMC Employee Supervision: The FSMC will properly supervise personnel providing services for and on behalf of FSMC 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 the any member of the management team sought to be assigned by FSMC. The management team will meet, at a minimum, 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 then 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:

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- 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 staffing, other than the site manager, and staffing patterns 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 is expected to recommend hours and number of positions at each school location in Attachment 3a and 11.
- e. 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. It is expressly understood that the currently employed District employees will be offered the opportunity to interview for positions with the successful FSMC. All FSMC's must define their eligibility requirements (hours & weeks worked) for your staff to qualify for health benefits.
- f. 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.
- g. 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.

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2. The FSMC must also comply with Pennsylvania H.B. 1816 and 435.
 3. FSMC will show the original documents of the foregoing and will provide a copy of the foregoing documents to the SFA prior to any person performing work for the SFA under this Contract.
 4. 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. Copies of FSMC's existing policies are attached hereto and the obligations of FSMC to properly enforce said policies are incorporated into this Contract as if fully set forth herein. FSMC will provide any amendments to said policies promptly upon any such amendments being made by FSMC.
- iv) The FSMC will assign a sufficient number of employees and/or contractors, 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.
 - h. The FSMC will comply with all wage/hours employment requirements of federal and state law.
 - i. The FSMC will comply with all "I 9" regulations.
 - j. 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.
 - k. 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.
 - l. 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.
 - m. 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.
 - n. The use of student workers or students enrolled in the District is prohibited without prior District approval.
8. **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, 2015. 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.
 9. **FSMC Investments:** There aren't any assumed investments, all investments/capital improvements made the FSMC will be amortized over a period of five years calculated on a straight-line basis beginning July 1, 2015 and ending June 30, 2020. The District will hold title to items funded by the investment. The FSMC will amortize this investment on a straight-line depreciation basis over a period of five (5) years and the District will be invoiced for and will repay such investment on a monthly basis as an allowable Direct Cost. If this Contract is terminated or is not renewed prior to the full amortization of the Investment, the District will promptly select one of the following options:
 - a. Retain any equipment funded by the Investment and continue to make payment to the FSMC in accordance with the agreed upon monthly amortization schedule; or

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- b. Retain any equipment funded by the Investment and pay the full amount of the unamortized portion of the investment immediately upon termination.

FSMC will provide the District with a biannual reconciliation of what equipment was purchased and charged to the investment. The reconciliation will detail the following: description of equipment, make, model, serial number, location, date purchased, amount and the amount remaining of the original investment. All equipment must purchase must be pre-approved by the District.

- a. All FSMCs proposing must include \$375,000, the cost of the upgrades as detailed in Schedule D. The cost for these upgrades must be included in Attachment 5c - NSLP Budget Summary Itemized in Full Detail pursuant to the preceding paragraph detailing the depreciation and title. FSMCs are advised that this project is one which will be subject to and will be governed by provisions of Pennsylvania Prevailing Wage Act 442, including amendments and supplements.

10. **District Direct Fixed Charges:** These charges must be included and used by all FSMCs in developing their proposals and included, in Attachment 5c - NSLP Budget Summary Itemized in Full Detail. 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, \$6,000.
11. **Supply Inventory Services:** The FSMC will inventory the equipment and commodities (including silverware, chinaware, kitchen utensils, trays, glassware, paper goods) owned by the SFA at the start of performance of this Contract and at the start of each school year during the term or any extension of the term of this Contract; maintain the inventory at levels specified by the SFA; replace at the sole cost of FSMC, and without charge back to the SFA, any inventory lost or damaged by FSMC's employees, agents or contractors where the loss or damage was caused by negligence or intentional misconduct; maintain and update as necessary a written inventory of all equipment owned by FSMC and kept on the SFA's premises; providing a copy of the inventory to the SFA within thirty (30) calendar days of the execution of this Contract and providing an updated copy of the inventory within ten (10) calendar days of any change.
12. **Services Safeguarding Food:** The FSMC will maintain adequate and sanitary storage procedures, inventory and control of all food obtained in connection with this Contract, including USDA donated foods in conformance with the SFA'S Contract with PDE. Sanitation services provided by FSMC will meet or exceed the following minimum requirements:

The FSMC will place garbage and trash in containers in designated areas as specified by the SFA; the FSMC will clean the kitchens and dining areas as detailed in the Cost Responsibility Detail Sheet (Attachment 2) which is included in the RFP documents; the FSMC will operate and care for all equipment and food service areas in a clean, safe and healthy condition; the FSMC will comply with all applicable local, state and federal health and sanitation requirements; and the FSMC will be liable for any negligent or intentional act or omission on its part that results in any loss of, improper use of, or damage to any food belonging to the SFA, any third party or that is USDA donated food.
13. **Monitoring Services:** The FSMC will allow and cooperate fully with all monitoring and auditing activities by the SFA, or its agents, representatives and attorneys, the Auditor General, the USDA, PDE, and any other governmental authority.
14. **Compliance with PDE Contract:** Notwithstanding anything herein to the contrary, all services provided by FSMC pursuant to this Contract will be provided in conformance with the SFA's Contract with PDE.
15. **Advisory Board Services:** The FSMC will participate in the formation, establishment and periodic meetings of an advisory board sponsored by the SFA and composed of students, teachers, parents and representatives of the SFA to assist in menu planning.
16. **Restrictive Covenant:** The FSMC agrees that no food service supervisory employees of SFA will be hired by FSMC for the term of this Contract with out 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.

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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.

17. **Student Nutrition Training:** The FSMC will provide the student nutrition training described in its proposal.
18. **FSMC Fees:** The FSMC may NOT charge the SFA an Administrative Fee for the 2015 - 2016 school year. The FSMC may charge a Cents Per Meal Management Fee for the 2015-2016 school year of:

Management Fee 2015-2016: \$0.00 cents per meal and meal equivalent.

Total meals for purposes of calculating the Management Fee will be calculated by adding: (a) reimbursable meal pattern meals (breakfast and lunch) served; and (b) meal equivalents meals then multiplying the total meals by the cents per meal management fee.

19. **Guaranteed Surplus Return:** The Guaranteed Surplus Return for the 2015-2016 school year SFA's Food Service/Cafeteria Operations will be a financial return of:

2015-2016: \$ _____

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 177 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 177 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 three hundred ninety three (8,393) 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 1a School District Specification Worksheet on Average Daily Participation and Attachment Schedule C 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 5c – NSLP Projected Operating Costs and Budget Summary (Attachment 5c).
- 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-

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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.

20. **Licenses, Fees and Taxes:** The FSMC will not charge to the SFA any tax or fee for which the SFA may be entitled to a waiver or exemption or which is not otherwise payable by the SFA, including state income and use taxes.
21. **Compliance with Legal Requirements:** In providing all services required by this Contract and performing its duties under this Contract, FSMC will comply with all applicable law, regulations, ordinances and standards, including:
- a. All federal, state and local employment laws, including laws relating to wages, taxation, overtime, anti-discrimination, employment qualifications, child labor, employee benefits, employee health and occupational safety, and workers' compensation;
 - b. All 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);
 - c. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (the "Act"), 40 U.S.C. §327-330, as supplemented by the Department of Labor regulations, 29 CFR, Part 5.
 - d. Under Section 103 of the Act, FSMC will be required to compute the wages of every laborer on the basis of a standard workday of eight (8) hours and a standard workweek of forty (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 1-1/2 times the basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or forty (40) hours in any work week.
 - e. 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.
 - f. 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; and ENS Instruction 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs.
 - g. The Buy American provision for contracts that involve the purchase of food. Title 7 CFR, Part 250.
 - h. The rules and regulations of the PDE and the USDA, and any additions or amendments thereto including, 7 CFR, Parts 210, 215, 220, 225, 245 and 250, as applicable, and the Food and Nutrition Services instruction and policy, as applicable.
22. **Promotion of Child Nutrition Programs:** The FSMC will promote maximum participation in the Child Nutrition Programs; cooperate with the SFA in promoting nutrition education; cooperate with the SFA in coordinating the SFA's food service with classroom instruction.
23. **Additional Food Services:** The FSMC will provide additional food service and/or refreshment for such events as banquets, parties and/or meetings as requested in writing by the SFA provided that reasonable advance notice is provided by the SFA. USDA commodities will not be used for such special functions.
24. **SFSP and/or SSO:** the SFA does not currently operate a SFSP and or SSO but reserves the right to do so in the future.
25. **Accounting Records:** The FSMC will maintain such records (supported by invoices, receipts or other necessary and appropriate evidence) as the SFA will need to meet reporting and audit responsibilities and as necessary to enable the SFA to make proper payments of fees and costs to FSMC in accordance with this Contract. Without limiting the generality of the foregoing, FSMC will provide the following records to the SFA on a timely basis and will meet the following standards:
- a. The FSMC will submit monthly operating statements in such formats approved by the SFA no later than the tenth (10th) calendar day succeeding the month in which services were rendered.

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- b. The FSMC will submit participation records in such formats approved by the SFA no later than the fifth (5th) working day succeeding the month in which services were rendered.
 - c. The FSMC will submit a year-end statement in such formats approved by the SFA no later than thirty (30) calendar days following the close of the year in which services were rendered.
 - d. The FSMC will maintain records at a site on the premises of the SFA as determined by the SFA to properly and adequately support all Operating Expenses appearing on the monthly operating statements submitted by FSMC.
 - e. The FSMC will report this information on a monthly basis. The FSMC will maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the SFA, the PDE or the USDA.
 - f. The FSMC will provide on a timely basis all documents necessary (except those documents that are the responsibility of the SFA) for the independent auditor to conduct the SFA's single audit.
 - g. The FSMC will account for all USDA donated foods separately from purchased foods and will maintain accurate and complete records with respect to the receipt, use/disposition, storage and inventory of USDA donated foods.
 - h. All records required to be kept and maintained by FSMC pursuant to this Contract or applicable law will be kept in an orderly and professional manner according to expense categories and consistent with generally accepted accounting standards.
 - i. All books and records required to be supplied or maintained by FSMC pursuant to the Contract will be maintained in an easily accessible manner by FSMC for a period of three (3) years from the end of the term and any extensions of this Contract and will be supplied to the SFA or as directed by the SFA for any proper purposes, including audit, examination, excerpts, investigation, and/or review by SFA, state and/or federal representatives. Notwithstanding anything herein to the contrary, in the event that there is any dispute between the SFA and FSMC or an issue or dispute raised by audit, the records must be retained beyond the three (3) year period and for so long as required for until the dispute or issue is finally resolved.
 - j. FSMC will not remove federally required records from SFA premises. FSMC will comply in all respects with 7 CFR §210.16(c)(1) and §3016.
 - k. Without limiting any and all remedies available to the SFA under law and in equity, in the event that FSMC will fail or refuse to provide any report or record when required under this Contract, FSMC will pay a liquidated damage to the SFA at the rate of Fifty Dollars (\$50.00) per day per report or record that is delayed. The amount is due within ten (10) days of receipt of a bill from the SFA and the failure to make a timely payment by FSMC will constitute a material breach of this Contract.
26. **Health Records:** The FSMC will properly obtain and maintain state and/or local health certifications for any facility other than a SFA facility in which it prepares meals. Any such health certification(s) will be maintained for the term of this Contract or any extension of the term of this Contract.
27. **SFA Access to Facilities and Property:** The FSMC will not take or allow its employees, agents or contractors to take, any action which will in any way limit or prevent access by the SFA to all SFA facilities, property, supplies or commodities. The FSMC will provide the SFA with one set of keys for all food service areas secured with locks by FSMC.
28. **Insurance:** The FSMC will, at its sole cost and expense, obtain and maintain in force throughout the original term, and any extension, of this Contract the following insurances:
- a. Comprehensive General Liability Insurance, which will be primary to any insurance of the SFA: \$1,000,000 for each occurrence combined single limit and \$2,000,000 aggregate limit for bodily and property damage.
 - b. Automobile General Liability Insurance, which will be primary to any insurance of the SFA: \$1,000,000

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combined single limit for bodily injury and property damage.

- c. Workers' Compensation and Employers' Liability, which will be primary to any insurance of the SFA:
- d. The minimum workers' compensation required by law; \$100,000 for each accident; \$500,000 for disease; and \$100,000 for disease for each employee.
- e. 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.

The FSMC will cause the SFA to be named as an additional insured under all of the insurance policies required by this Contract. The FSMC insurance coverage will be placed with a carrier having a financial rating of A-/VIII or better. The FSMC will provide the SFA prior to performing any services under this Contract with either Certificates of Insurance and/or the actual insurance policies required by this Contract. Any Certificate of Insurance will contain a provision that the coverages provided under the policies, as well as the policies, will not be canceled or materially changed to reduce the coverage required by this Contract unless the insurers or FSMC provide the SFA with thirty (30) days' written notice of the intent to cancel a policy, or cancel or materially change the coverages provided under the policy.

29. **Indemnification:** The FSMC will indemnify, hold harmless and defend, the SFA and its board of school directors, officers, agents, employees and attorneys, in either their official or individual capacities, from and against any and all loss, damage, liability, claims, suits, judgments, and demands whatsoever (including attorney's fees) arising from:

Any injury to, or death of, any person or persons, or damage to property, arising out of or caused or claimed to have been caused by acts or omissions of FSMC, any subcontractor, employee or agent of FSMC, or any other person or entity directly or indirectly employed by any of them, whether or not caused in whole or in part, by actions or omissions of the SFA, its agents, employees or officials, or any representative of the SFA with respect to or in connection to services under this Contract; provided, however, that if any injury to or death of any person or persons, or damage to property, arises out of any actions or omissions of the SFA, its agents, employees or officials, or any representative of the SFA, then the indemnity required by this Contract by FSMC will be proportionately reduced taking into account the relative degree of responsibility of FSMC, its agents, employees, representative and of the SFA and its agents, employees, and representatives; Any claims, suits, actions, losses and/or damages by any of FSMC's agents, employees or subcontractors against the SFA, its board of school directors, officers, agents, employees and attorneys in their official or individual capacities caused or allegedly caused by any alleged or actual acts or omissions of any SFA employee, agent, official, board member or attorney, unless (a) it is determined by a court of competent jurisdiction that the act or omission by the SFA employee, agent, official, board member or attorney was taken maliciously and in willful violation of the rights of FSMC's agents, employees or subcontractors and with no involvement by FSMC or its agents, officials or employees; or (b) the claim is based upon tort exclusively; is not based upon the deprivation of any employment, statutory or constitutional right of the Plaintiff; and is not barred by the Political Subdivision Tort Claims Act; Any claims, suits, actions, losses and/or damages by any person, including, students and parents, growing out of any alleged improper conduct of any nature or type, including, physical, mental or sexual abuse or harassment, invasion of bodily integrity, personal injury, violation of civil rights, and/or unlawful discrimination, by or attributable to any of FSMC's employees, agents, officials or contractors; and the FSMC's breach of any term of this Contract.

30. **Prohibitions:** The FSMC will not use SFA facilities, equipment or supplies to produce food, meals or services for any other person or entity without pre-approval from the SFA; Employ or retain any individual for work at the SFA or in connection with the Contract who would be disqualified from employment with the SFA pursuant to the Public School Code or the Wiretapping and Surveillance Control Act; Disclose any confidential information; Engage in any conduct that constitutes a conflict of interest under the law. Without restricting the generality of the foregoing, FSMC will disclose to the SFA all contracts that it has with any affiliated entities to provide goods, materials, equipment, supplies or services, of any nature or kind, with respect to this Contract and with respect to any operating expenses.

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Without prior written permission by the SFA, impose upon or introduce into the cafeteria or the cafeteria operations any on or off-site advertising or promotional programs, market-research or product-testing projects in connection with the SFA.

31. **Initial Provision of food, service wares, small expendable equipment and POS stations:** The SFA will provide an adequate initial inventory of food, service wares, small expendable equipment and POS stations and will provide a written inventory of such food and items to FSMC, including the values thereof, prior to the start of services by FSMC under this Contract. The written inventory supplied by the SFA will be deemed accurate and complete unless FSMC objects in writing within thirty (30) days after receipt of the inventory. In the event of such an objection, the parties hereto will jointly conduct an inventory of the disputed items. FSMC will maintain and pay for any additional inventory needed. The inventory is part of the operating expenses. During the term of this Contract and any renewal, title to all such food and supplies will remain in the SFA. At the termination of this Contract, FSMC and the SFA will jointly undertake a closing inventory of all food and supplies. The value of the opening inventory will be offset against the closing inventory. In the event the opening inventory is greater than the closing inventory, the difference will be credited against FSMC'S final billing. In the event the closing inventory is greater than the opening inventory, the difference will be added to FSMC'S final billing as an operating expense.
32. **Control and Oversight by SFA:** The SFA will provide such control over and oversight as is required by law, including:
- a. Oversight as required by the rules and regulations of PDE and of USDA; Insuring that the food service operation is in conformance with the SFA's Contract as required by 7 CFR §210.16(a)(6); Control of the food service account; Overall financial responsibility for the food services governed by this Contract, including as required by 7 CFR §210.16(a)(4); The right to establish the selling prices, including price adjustments, for all food, milk and meals; Signature authority for required applications, Contracts and or reimbursement documents, including signature authority as required by 7 CFR §210.16; Provision of detailed specification for each food component covering grade, purchase units, style, condition, weight, ingredients, formulations and delivery time, in conformance with 7 CFR §210.16(c)(3); Control of the quality, extent and general nature of the food service in conformance with 7 CFR §16(a)(4); Retention of applicable health certifications in conformance with 7 CFR §210.16(a)(7); and insuring that all state and local laws or regulations are being met by FSMC in conformance with 7 CFR §210.16(a)(8).
 - b. Remaining responsible for ensuring that the food service program is in conformance with the SFA's Contract under the food service program (7 CFR §210.16(a)(2)(3)).
 - c. Establishing internal controls which ensure the accuracy of lunch counts prior to the submission of the monthly claim for reimbursement (7 CFR §210.8(a)). At a minimum, SFA will: review edit check worksheets and make comparisons of daily free, reduced price and paid lunch counts against data which will assist in the identification of lunch counts in excess of the number of free, reduced price and paid lunches served each day to children eligible for such lunches; develop and implement a system for follow-up on those lunch counts which suggest the likelihood of lunch counting problems; and conduct an on-site review of the lunch counting and claiming system employed by each school within the jurisdiction of the SFA.
 - d. Being responsible for signing reimbursement claims. This responsibility cannot be delegated to the FSMC (7 CFR §210.16(a)(5)).
 - e. Being responsible for all contractual Contracts entered into in connection with the school nutrition programs (i.e., vending meals to other school food authorities) (7 CFR §§210.21, 210.19(a)(1) and 3015).
 - f. Being responsible for ensuring resolution of program review and audit findings (7 CFR §§210.19(b)(17) and 210.18(k)(1)(2)).
33. **Inspections:** The SFA will conduct such inspections so as to insure that all state and local regulations are being met by FSMC with respect to food being prepared or service at any SFA facility and ensure that the food service is in conformance with applicable program regulations. Immediately correct any problems found as a result of a health inspection and will submit written documentation of the corrective action

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implemented to the PDE within two weeks of the citation. Monitor FSMC'S food service operation through periodic on-site visits to ensure that the food service is in conformance with applicable federal, state and local regulations and/or ordinances. Conduct and document SFSP site visits of all sites for pre-approval and during the operation of the program.

34. **Provision of Facilities, Equipment and Supplies:** The SFA will provide sanitary toilet and hand washing facilities for its employees and employees of FSMC; Make available, without any cost or charge to FSMC, area(s) of the premises agreeable to the parties hereto in which FSMC may perform services under this Contract; Make food service equipment located in kitchens available for use by FSMC in performing services under this Contract; Clean ducts and hoods above the filter line as necessary.

The SFA will provide usual electrical and ventilation at those SFA facilities in which FSMC will be providing services under this Contract. The SFA will be responsible for any losses, including of USDA donated foods, which may arise due to malfunction of equipment or supplies provided under this Contract by the SFA or loss of electrical power not within the control of FSMC.

The SFA will provide, at its expense, local and long distance phone service; internet access; extermination services; and remove garbage and trash from designated areas.

The SFA will not be responsible for loss or damage to equipment or supplies owned by FSMC, whether on the premises of the SFA or not.

35. **Work Stoppage Contingency Plan:** FSMC will provide a plan which will address how it will meet its contract obligations, in particular the operation of the programs set forth in the contract, should there ever be a strike by FSMC's employees. If there is a work stoppage, FSMC will provide alternative labor to avoid any disruption in the food service operation.

36. **Survival of Designated Provisions beyond Termination of Contract:** Notwithstanding anything herein to the contrary, the following provisions will survive termination of this Contract:

- a. The indemnity, hold harmless and defense provisions of this Contract; and the provisions pertaining to FSMC providing information, data and reports to the SFA.
- b. Sub-contractor Relations. In the event that FSMC enters into any contractual relationship with any other person or entity to perform any services under this Contract, by appropriate and enforceable Contract, FSMC will require each such subcontractor, to the extent of the work or services to be performed by the subcontractor, to be bound to comply with the terms and conditions of this Contract for the protection of the SFA. Each subcontract Contract will preserve and protect the rights of the SFA with respect to the work and services of the subcontractor. FSMC will identify to the SFA any subcontractor it utilizes to provide services under this Contract and will provide to the SFA before the subcontractor is permitted to perform services under this Contract a copy of the contract between FSMC and the subcontractor.

37. **Force Majeure:** Neither party will be responsible to the other for any losses resulting from the failure to perform any terms or provisions of this Contract, except for payment of monies owed, if the party's failure to perform is directly caused by war, riot, or other disorder, fire, flood and which, by reasonable diligence, could not be performed by the party seeking excusal from performance.

38. **Confidential and Proprietary Information:** SFA does not seek and does not desire to obtain any confidential or proprietary information from FSMC. In the event that FSMC believes that it is necessary to provide confidential or proprietary information to the SFA in order to perform its obligations under this Contract, FSMC will stamp the word or words confidential and/or proprietary in large red and bold font and will supply copies to the SFA'S designated representative before distributing it in any way to any other SFA employee. The SFA representative will meet with FSMC to discuss whether the material really is confidential, proprietary or necessary for FSMC'S performance of its obligations under this Contract and if it is agreed that the material is confidential and/or proprietary, and that its delivery to the SFA is necessary for FSMC'S performance of its obligations under this Contract, a written plan will be prepared that is designed to ensure that SFA employees do not improperly disclose any such confidential or proprietary information.

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39. **FSMC On-Site Employee Certification:** The FSMC hereby represents, warrants and certifies to the SFA that FSMC hereby represents, warrants and certifies to the SFA that all of the facts set forth in this Contract are true and correct; that no employee, agent or contractor that it assigns to perform services under this Contract has been identified as a perpetrator in a founded report of child abuse or an indicated report of child abuse as defined by the Child Protective Services Law within the preceding five (5) years and has not abused, intentionally, maliciously or willfully injured or sexually exploited any child at any time; that no employee, agent or contractor, or employee or agent of any subcontractor, that it assigns to perform services under this Contract has been convicted of any one or more of the following crimes under the Pennsylvania Crimes Code or equivalent crime in another state within the preceding five (5) years:
- | | |
|---|---|
| a. Criminal Homicide; | k. Endangering the welfare of children; |
| b. Aggravated assault; | l. Dealing in infant children; |
| c. Kidnapping; | m. Prostitution and related offenses; |
| d. Unlawful restraint; | n. Obscene and other sexual materials; |
| e. Rape; | o. Corruption of minors; |
| f. Statutory rape; | p. Sexual abuse of children; and any other crime that |
| g. Involuntary deviate sexual intercourse; | may be designated in Section 111 of the Public |
| h. Indecent assault; | School Code, P.S. §1-111, or any other similar law |
| i. Indecent exposure; | applicable to public SFAs or the protection of |
| j. Concealing death of a child born out of wedlock; | children. |

That no employee, agent or contractor that it assigns to perform services under this Contract has been dismissed for cause from any other public school entity as a result of sexual misconduct or engaging in criminal misconduct and has not resigned from employment with any other public school entity in order to avoid dismissal for cause as a result of sexual misconduct or criminal conduct;

That FSMC knows of no reason why any of its employees, agents or contractors that it assigns to perform services under this Contract would pose a threat or risk to the health or safety of any other person.

The SFA is justified in relying on the representations made herein by FSMC; the FSMC agrees and understands that the SFA and others intend to rely upon the statements contained herein in agreeing to the terms and conditions of this Contract; the FSMC agrees that the SFA and others may justifiably rely on the statements contained herein.

Nothing herein contained will be construed to place the SFA and FSMC in the relationship of partners, joint venturers or agents of the other, except that FSMC will be the agent of the SFA for purposes of purchasing food as set forth in this Contract. The FSMC will have no power or authority to obligate or bind the SFA in any manner whatsoever except as set forth in this Contract when properly acting as purchasing agent for the SFA.

40. **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.

41. **Contract Assignment:** The FSMC agrees that this Contract will not be assigned except to a wholly owned subsidiary of the FSMC.
42. **Modifications to Contract to be in Writing:** Any modifications to this Contract must be in writing, entered into only after compliance with any and all applicable procurement law, approved on behalf of the SFA at a

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public meeting of its Board of School Directors, and signed by lawful representatives of both parties.

43. **Governing Laws:** This Contract will be construed under the laws of the Commonwealth of Pennsylvania.
44. **Contract Executed in Duplicate:** This Contract is executed in duplicate, each of which will be deemed an original, and each of which will enjoy equal legal dignity and status.
45. **Integration:** This Contract constitutes the entire Contract of the parties and supersedes any negotiations or prior Contracts or understandings of the parties. This Contract may not be modified or amended by any oral statement or alleged course of conduct, but only by a written Contract duly approved by the School Board at a public meeting and properly signed by the parties. There are no representations, promises, Contracts, warranties, covenants or undertakings of the parties other than those contained in the contract documents and this Contract.

No waiver by the SFA of any Default will constitute a waiver of any subsequent event, and the SFA retains its right of election of remedies at all times.

All persons signing this Contract on behalf of FSMC hereby personally covenant and warrant to the SFA that they are authorized to enter into this Contract by the governing body of FSMC by all necessary resolutions or actions.

46. **Context:** Reference in this Contract to the singular will be meant to include reference to the plural and vice versa. Reference in this Contract to the masculine gender will be meant to include the female and neuter and vice versa.
47. **Headings:** The headings of any Article, Section or Paragraph hereof are for reference purposes only and will not in any way affect the meaning or interpretation thereof.
48. **Severability:** All Contracts and covenants herein contained are severable. In the event that any provision of this Contract should be held to be unenforceable, the validity and enforceability of the remaining provisions hereof will not be affected thereby. Any court construing this Contract is expressly granted the authority to revise any invalid or unenforceable provision hereof in order to render same enforceable.
49. **Consent to Jurisdiction:** FSMC hereby irrevocably submits to the personal jurisdiction of the United States District Court for the Eastern District of Pennsylvania or the Court of Common Pleas of Bucks County, Pennsylvania in any action or proceeding arising out of or relating to this Contract and FSMC hereby irrevocably agrees that all claims in respect of any such action or proceeding may be heard and determined in either such court.
50. **Service of Process:** FSMC hereby irrevocably consents to the service of any summons and complaint and any other process which may be service in any action or proceeding arising out of or relating to this Contract brought in the United States District Court for the Eastern District of Pennsylvania or the Court of Common Pleas of Bucks County by the mailing by certified or registered mail of copies of such process to FSMC at its address as maintained on the records of the SFA from time to time.
51. **Venue:** FSMC hereby irrevocably waives any objection which it now or hereafter may have to the laying of venue of any action or proceeding arising out of or relating to this Contract brought in the United States District Court for the Eastern District of Pennsylvania or the Court of Common Pleas of Bucks County, Pennsylvania and any objection on the ground that any such action or proceeding in either of such courts has been brought in an inconvenient forum. Nothing in this Contract will affect the right of the SFA to bring any action or proceeding against FSMC or its property in the courts of other jurisdictions.

The FSMC acknowledges that it has read and understands the foregoing provisions and that such provisions are reasonable and enforceable.

52. **SFA'S Liability Limitation :** The SFA was created pursuant to the Public School Code of 1949, as amended. The obligations of the SFA created hereunder are not personally binding upon, nor will resort be had to the property of, any of the directors of the school board, members of the Board of Control, officers, employees or agents of the SFA, and only that portion of SFA property necessary to satisfy the obligations of the SFA arising hereunder will be bound or affected by the operation of this Contract.

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53. **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 - Mr. Robert Copeland, or his successor and
The Business Administrator – Ms. Barbara Markowitz, or her successor
Neshaminy School District
2001 Old Lincoln Highway
Langhorne, PA 19047

To FSMC:

54. **Nutritional Standards:** The FSMC will comply with all NSLP meal patterns and nutritional standards and regulations in place at the time of service. The FSMC will comply with all current SFA Wellness policies in place at the time of service.

55. **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 from Section 3 of this RFP (see Required forms in Attachment 6), proposal guarantees, financial statements, etc. Attachments 3a, 5a, 5c, 6, 7, 8, 9, 10 & 11 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:

Letter of Transmittal	Section III - Text of Proposal
Section I - Required Documents	Section IV - Exhibits
Section II - Executive Summary	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 Attachment 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

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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.

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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.

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- 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.
56. **Required Forms in FSMC Proposal Submission:** All FSMCs must complete Attachment 6 – 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.
57. **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.

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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. The FSMC, such as an independent contractor, shall have the exclusive right to operate the CN program, which includes all of the following checked programs:

<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)	<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.

- 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 benefit 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, 3016, 3017, 3018, and 3019; 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 7 CFR §3016.36(f) and §3019.44(c).
- 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.
- I. The SFA shall retain control of the CN program's food service account and overall financial responsibility for the CN programs.

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- 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. The total price will not exceed the actual cost plus 5%. (The percent profit should not exceed 10%). 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 5a).
- 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 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 entered 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.

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- 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 CN Financial Report, 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 or COMPASS.

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. It 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.

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- D. The SFA shall be responsible for obtaining the Direct Certification List from COMPASS, 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.

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- 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, 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 school lunch 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: 177 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.

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.
- E. The SFA shall immediately correct any problems found as a result of a health inspection.

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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 such records (supported by invoices, receipts or other evidence) as the SFA will need to meet monthly reporting responsibilities, and shall submit monthly operating statements in a format approved by the SFA no later than the 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. Edit Check worksheets and daily/monthly meal counts shall be reconciled 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. Includes, but not limited to invoices, receipts, timesheets, to support all expenses charged to the SFA.
- C. The FSMC shall provide the SFA with a year-end statement.
- 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. The SFA and the FSMC must provide all documents as necessary for the independent auditor to conduct the SFA's single audit.

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- F. 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.
- G. 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 7 CFR §210.9(b)(17), 7 CFR §3016.36(i)(10) and 7 CFR §3019.49(d))
- H. 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.
- I. 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 the FSMC.
- C. If the SFA wants its employees to be retained by the FSMC, the Labor and Fringe worksheet, labeled Attachment 3a shall be submitted in accordance with Section 10B. The total amount shall equal the Projected Operating Cost line item worksheet's total, labeled Attachment 5a, for the expense item "Direct Labor and Benefits".
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. Staffing patterns, except for the site manager, shall be mutually agreed upon.
- I. The FSMC shall not hire employees in excess of the number required for efficient operation.
- J. The SFA shall provide sanitary toilet and hand washing facilities for the employees of the FSMC.

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- K. 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.
- L. 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.
- M. 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.
- N. The use of student workers or students enrolled in vocational classes in the food service shall be mutually agreed upon.
- O. 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.)

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. 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. 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.

13. Use of Advisory Group/Menus

- A. 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.
- B. 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). Any 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. FSMC proposals must identify if they plan to change the 21 day menu included in the RFP. If so, the FSMC must identify how it will change the menu and the financial impact to revenues and expenses.

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.

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- 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.
- 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.

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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.
 - ☐ For a cost-reimbursable contract: 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.
 - ☒ For a cost-reimbursable contract: The FSMC bills the SFA for food when used. The SFA will buy the ending inventory from the FSMC.
 - ☐ For a fixed-price contract: The FSMC will buy the beginning inventory exclusive of commodities, from the SFA (not applicable in a cost reimbursable contract since the FSMC should only be charging for new purchases).
- 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), for cost reimbursable contracts:
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.
 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. **(An example of the invoice/bill, identifying the discount, rebate and/or credit, must be included with the proposal.)**
 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.
 7. 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.
- D. 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 to apply a geographic preference when procuring unprocessed locally grown and locally raised agricultural products.

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16. Invoices

- A. Invoices must be itemized by cost categories such as food, labor, supplies, rebates, discounts, credits, etc.
- B. 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.)
- C. DFN may randomly request SFAs to submit copies of invoices for compliance with the above items.
- D. 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.
- C. The FSMC shall clean the kitchen and dining room areas as indicated in the Cost Responsibility Worksheet (Attachment 2).
- 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 basis of race, color, national origin, age, sex, or disability.

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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 \$100,000.00 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.
- 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

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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, Suspension, Ineligibility, and Voluntary Exclusion, 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
- 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 and as defined in Section Q – Paragraph 27 Insurance
 - 2. Workman's Compensation – \$100,000 for each accident; \$500,000 for disease; and \$100,000 for disease for each employee and as defined in Section Q – Paragraph 27 Insurance
 - 3. Vehicle Insurance – \$1,000,000 combined single limit for bodily injury and property damage. and as defined in Section Q – Paragraph 27 Insurance
- 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.

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- 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 and/or SSO (See letter B under 1 (Scope and Purpose) of the Standard Terms and Conditions for verification of participation)

- A. The FSMC shall offer free meals to all eligible children participating in the SFSP and/or the SSO. A flat price per meal cost must be submitted as part of this RFP for the SFSP. The FSMC will operate the SFSP and/or the SSO including the preparation, record keeping, and delivery of meals. The SFA shall be responsible for determining eligibility for all SFSP and/or the SSO sites. The SFA as a SFSP and/or the SSO 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 and/or SSO will operate from NA to NA.

27. 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 foregoing 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.

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Sample Minimum Food Specifications

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.

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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.

Name of Food Service Management Company

Name of School Food Authority

(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:

U. S. DEPARTMENT OF AGRICULTURE

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

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

Organization Name

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

Signature(s) (in **blue ink only**)

Date

Appendix H (cont.)

Instructions for Certification

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

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.

Name of Food Service Management Company

Name of School Food Authority

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 Organization (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) (if individual, last name, first name, middle)		
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 _____		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> 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. </div> <div style="width: 50%;"> Signature: (in blue ink only) _____ Print Name: _____ Title: _____ Telephone: _____ Date: _____ </div> </div>		

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:

Schedule B - Meal Counts, Ala Carte, Other Sales and Serving Days 2013-2014														
Lunch September 2013									Breakfast September 2013					
School	Free	Red.	Paid	Total	Ala Carte	Adult	Vending	Serv. Days	Severe Need/Regular				Ala Carte	Serv. Days
									Free	Red.	Paid	Total		
Pearl S. Buck Elem.	547	64	1558	2169	\$1,678.65	\$302.40		16	214	13	193	420	\$ 21.30	16
Samuel Everitt Elem.	1628	150	1358	3136	\$1,297.30	\$166.05		16	1094	75	486	1,655	\$ 69.00	16
Joseph Ferderbar Elem	1725	289	1698	3712	\$2,891.90	\$215.40		16	695	90	404	1,189	\$ 80.20	16
Oliver Heckman Elem.	259	21	966	1246	\$2,962.70	\$553.15		16	87	5	168	260	\$ 116.90	16
Herbert Hoover Elem.	1259	209	1595	3063	\$2,449.12	\$73.80		16	255	23	180	458	\$ 43.35	16
Lower Southampton Elem.	918	115	1491	2524	\$2,512.60	\$166.90		16	279	23	198	500	\$ 64.50	16
Walter Miller Elem.	798	247	1608	2653	\$1,542.85	\$132.75		16	279	48	290	617	\$ 15.20	16
Alber Schweitzer Elem.	1115	145	1192	2452	\$1,470.70	\$176.65		16	333	29	88	450	\$ 26.90	16
Maple Point Middle	2,244	201	3,772	6217	\$11,616.70	\$1,621.00	\$203.21	16	641	6	385	1,032	\$ 347.35	16
Poquessing Middle	1,549	268	2,540	4357	\$6,834.69	\$483.21	\$16.05	16	274	24	182	480	\$ 105.15	16
Carl Sandburg Midde	1,246	257	2,485	3988	\$6,284.55	\$121.00	\$18.65	16	358	31	281	670	\$ 177.70	16
Neshaminy HS	3,332	646	7,506	11484	\$25,040.25	\$2,174.30	\$248.25	16	1,572	272	1,871	3,715	\$ 5,196.00	16
Total	16,620	2,612	27,769	47,001	\$66,582.01	\$6,186.61	\$486.16	-	6,081	639	4,726	11,446	\$6,263.55	-
Lunch October 2013									Breakfast October 2013					
School	Free	Red.	Paid	Total	Ala Carte	Adult	Vending	Serv. Days	Severe Need/Regular				Ala Carte	Serv. Days
									Free	Red.	Paid	Total		
Pearl S. Buck Elem.	967	144	2475	3586	\$3,350.15	\$804.20		23	415	44	477	936	\$ 78.95	23
Samuel Everitt Elem.	2614	244	2006	4864	\$2,822.15	\$351.85		23	1752	98	773	2,623	\$ 103.10	23
Joseph Ferderbar Elem	2805	579	2809	6193	\$4,915.05	\$410.20		23	1360	98	708	2,166	\$ 247.70	23
Oliver Heckman Elem.	455	25	1749	2229	\$5,145.85	\$1,009.15		23	192	0	351	543	\$ 215.15	23
Herbert Hoover Elem.	2175	339	2926	5440	\$4,151.85	\$142.90		23	628	48	424	1,100	\$ 102.10	23
Lower Southampton Elem.	1538	191	2519	4248	\$3,950.65	\$259.85		23	641	27	474	1,142	\$ 153.20	23
Walter Miller Elem.	1303	426	2432	4161	\$3,206.80	\$387.15		23	505	136	587	1,228	\$ 114.25	23
Alber Schweitzer Elem.	1836	277	1844	3957	\$2,206.10	\$285.70		23	678	63	256	997	\$ 55.35	23
Maple Point Middle	3,269	363	5,729	9361	\$16,786.03	\$2,852.95	\$479.00	23	1,128	61	818	2,007	\$ 583.90	23
Poquessing Middle	2,359	414	3,671	6444	\$10,154.34	\$812.93		23	566	52	344	962	\$ 155.90	23
Carl Sandburg Midde	1,780	476	3,441	5697	\$9,404.65	\$302.05		23	587	98	535	1,220	\$ 347.25	23
Neshaminy HS	5,488	1,034	11,151	17673	\$41,855.96	\$3,985.42	\$612.20	23	3,072	510	3,761	7,343	\$ 6,677.30	23
Total	26,589	4,512	42,752	73,853	\$107,949.58	\$11,604.35	\$1,091.20	-	11,524	1,235	9,508	22,267	\$8,834.15	-
Lunch November 2013									Breakfast November 2013					
School	Free	Red.	Paid	Total	Ala Carte	Adult	Vending	Serv. Days	Severe Need/Regular				Ala Carte	Serv. Days
									Free	Red.	Paid	Total		
Pearl S. Buck Elem.	606	101	1685	2392	\$2,551.20	\$713.75		15	271	29	306	606	\$ 56.85	15
Samuel Everitt Elem.	1628	131	1340	3099	\$2,121.90	\$390.80		15	1026	55	553	1,634	\$ 83.25	15
Joseph Ferderbar Elem	1950	347	1873	4170	\$3,292.80	\$401.45		15	941	87	568	1,596	\$ 185.00	15
Oliver Heckman Elem.	278	25	1213	1516	\$3,412.60	\$721.05		15	105	3	220	328	\$ 144.75	15
Herbert Hoover Elem.	1459	197	2011	3667	\$3,604.85	\$168.55		15	474	29	283	786	\$ 63.75	15
Lower Southampton Elem.	962	98	1649	2709	\$2,656.35	\$238.75		15	450	21	367	838	\$ 140.75	15
Walter Miller Elem.	924	238	1745	2907	\$2,130.30	\$339.50		15	354	80	386	820	\$ 97.05	15
Alber Schweitzer Elem.	1303	211	1296	2810	\$1,800.90	\$334.50		15	465	54	189	708	\$ 43.35	15
Maple Point Middle	2,097	312	3,102	5511	\$14,203.10	\$2,388.09	\$229.00	16	783	68	633	1,484	\$ 452.74	16
Poquessing Middle	1,577	273	2,571	4421	\$7,514.42	\$658.59		16	426	35	277	738	\$ 132.05	16
Carl Sandburg Midde	1,097	314	2,459	3870	\$6,683.10	\$383.40		16	397	65	404	866	\$ 275.45	16
Neshaminy HS	3,706	725	7,472	11903	\$30,000.46	\$3,309.15	\$620.05	16	2,211	385	2,918	5,514	\$ 4,772.02	16
Total	17,587	2,972	28,416	48,975	\$79,971.98	\$10,047.58	\$849.05	-	7,903	911	7,104	15,918	\$ 6,447.01	-
Lunch December 2013									Breakfast December 2013					
School	Free	Red.	Paid	Total	Ala Carte	Adult	Vending	Serv. Days	Severe Need/Regular				Ala Carte	Serv. Days
									Free	Red.	Paid	Total		
Pearl S. Buck Elem.	634	106	1777	2517	\$2,620.90	\$736.30		15	236	44	266	546	\$ 81.05	15
Samuel Everitt Elem.	1703	140	1390	3233	\$2,000.90	\$400.95		15	1059	54	516	1,629	\$ 63.15	15
Joseph Ferderbar Elem	2026	335	1980	4341	\$3,155.95	\$296.30		15	915	74	492	1,481	\$ 164.40	15
Oliver Heckman Elem.	244	20	1356	1620	\$3,770.30	\$806.70		15	98	12	255	365	\$ 127.05	15
Herbert Hoover Elem.	1422	213	2210	3845	\$3,336.45	\$131.85		15	386	31	195	612	\$ 55.15	15
Lower Southampton Elem.	982	102	1876	2960	\$2,779.10	\$265.55		15	412	42	370	824	\$ 235.30	15
Walter Miller Elem.	926	270	1872	3068	\$2,269.15	\$347.65		15	379	98	379	856	\$ 35.35	15
Alber Schweitzer Elem.	1306	223	1394	2923	\$1,663.55	\$241.65		15	474	60	154	688	\$ 46.45	15
Maple Point Middle	2,020	331	3,116	5467	\$12,556.95	\$2,004.45	\$394.32	15	686	65	551	1,302	\$ 593.55	15
Poquessing Middle	1,489	244	2,522	4255	\$6,582.27	\$645.24	\$32.53	15	308	26	206	540	\$ 87.75	15
Carl Sandburg Midde	1,040	305	2,480	3825	\$6,011.00	\$269.95	\$59.95	15	303	95	345	743	\$ 232.70	15
Neshaminy HS	3,468	667	6,842	10977	\$25,968.56	\$2,676.15	\$435.70	15	2,053	356	2,415	4,824	\$ 4,078.23	15
Total	17,260	2,956	28,815	49,031	\$72,715.08	\$8,822.74	\$922.50	-	7,309	957	6,144	14,410	\$5,800.13	-

Schedule B - Meal Counts, Ala Carte, Other Sales and Serving Days 2013-2014														
Lunch Janaury 2014									Breakfast January 2014					
School	Free	Red.	Paid	Total	Ala Carte	Adult	Vending	Serv. Days	Severe Need/Regular				Ala Carte	Serv. Days
									Free	Red.	Paid	Total		
Pearl S. Buck Elem.	862	129	2067	3058	\$3,190.20	\$812.05		19	314	38	290	642	\$ 111.70	18
Samuel Everitt Elem.	2044	193	1737	3974	\$2,466.65	\$354.95		19	1271	75	654	2,000	\$ 76.50	18
Joseph Ferderbar Elem	2495	411	2390	5296	\$3,971.35	\$334.70		19	1140	89	565	1,794	\$ 136.65	18
Oliver Heckman Elem.	255	13	1502	1770	\$4,334.15	\$886.65		19	133	14	270	417	\$ 117.15	18
Herbert Hoover Elem.	1733	255	2602	4590	\$3,716.60	\$111.85		19	442	49	214	705	\$ 102.60	18
Lower Southampton Elem.	1209	134	2231	3574	\$3,222.90	\$217.00		19	536	57	495	1,088	\$ 283.60	18
Walter Miller Elem.	1142	324	2216	3682	\$2,633.30	\$236.00		19	463	92	373	928	\$ 51.10	18
Alber Schweitzer Elem.	1627	280	1654	3561	\$2,060.05	\$269.55		19	571	75	179	825	\$ 43.25	18
Maple Point Middle	2,513	399	3,579	6491	\$16,534.55	\$2,227.65	\$359.00	19	901	77	635	1,613	\$ 451.20	19
Poquessing Middle	1,812	305	3,029	5146	\$7,840.15	\$700.28		19	409	31	265	705	\$ 144.90	19
Carl Sandburg Midde	1,333	401	3,039	4773	\$7,130.20	\$335.10		19	349	70	341	760	\$ 290.10	19
Neshaminy HS	4,317	834	8,551	13702	\$31,719.25	\$3,013.05	\$905.50	19	2,524	421	2,810	5,755	\$ 5,141.95	19
Total	21,342	3,678	34,597	59,617	\$88,819.35	\$9,498.83	\$1,264.50	-	9,053	1,088	7,091	17,232	\$6,950.70	-
Lunch February 2014									Breakfast February 2014					
School	Free	Red.	Paid	Total	Ala Carte	Adult	Vending	Serv. Days	Severe Need/Regular				Ala Carte	Serv. Days
									Free	Red.	Paid	Total		
Pearl S. Buck Elem.	701	101	1730	2532	\$2,477.50	\$549.90		15	215	44	186	445	\$ 55.90	12
Samuel Everitt Elem.	1585	169	1401	3155	\$2,001.35	\$300.75		15	810	58	427	1,295	\$ 62.00	12
Joseph Ferderbar Elem	1974	319	1943	4236	\$3,194.15	\$265.35		15	774	64	428	1,266	\$ 211.40	12
Oliver Heckman Elem.	217	13	1241	1471	\$3,643.10	\$811.95		15	84	8	225	317	\$ 135.35	12
Herbert Hoover Elem.	1493	213	2140	3846	\$3,241.15	\$123.10		15	306	33	164	503	\$ 35.50	12
Lower Southampton Elem.	923	86	1620	2629	\$2,693.25	\$156.70		15	338	27	322	687	\$ 194.25	12
Walter Miller Elem.	903	260	1837	3000	\$2,292.05	\$232.20		15	345	77	287	709	\$ 46.30	12
Alber Schweitzer Elem.	1323	197	1305	2825	\$1,641.15	\$213.40		15	382	45	118	545	\$ 31.15	12
Maple Point Middle	2,044	289	2,764	5097	\$14,104.00	\$1,892.60	\$287.00	15	675	53	480	1,208	\$ 417.45	15
Poquessing Middle	1,476	254	2,453	4183	\$6,501.56	\$424.97	\$141.00	15	271	30	197	498	\$ 105.95	15
Carl Sandburg Midde	1,114	286	2,477	3877	\$5,510.45	\$272.10	\$7.00	15	287	32	259	578	\$ 209.85	15
Neshaminy HS	3,505	639	6,890	11034	\$26,122.86	\$2,629.30	\$809.90	15	2,045	309	2,189	4,543	\$ 3,946.95	15
Total	17,258	2,826	27,801	47,885	\$73,422.57	\$7,872.32	\$1,244.90	-	6,532	780	5,282	12,594	\$5,452.05	-
Lunch March 2014									Breakfast March 2014					
School	Free	Red.	Paid	Total	Ala Carte	Adult	Vending	Serv. Days	Severe Need/Regular				Ala Carte	Serv. Days
									Free	Red.	Paid	Total		
Pearl S. Buck Elem.	951	140	2243	3334	\$3,515.15	\$863.15		21	391	43	402	836	\$ 95.35	20
Samuel Everitt Elem.	2296	269	1953	4518	\$2,969.35	\$444.85		21	1481	126	747	2,354	\$ 98.55	20
Joseph Ferderbar Elem	2837	427	2715	5979	\$4,522.35	\$349.85		21	1367	102	715	2,184	\$ 253.15	20
Oliver Heckman Elem.	305	18	1677	2000	\$5,182.50	\$1,161.35		21	152	17	330	499	\$ 156.05	20
Herbert Hoover Elem.	2080	251	2848	5179	\$4,770.10	\$224.95		21	585	72	343	1,000	\$ 132.10	20
Lower Southampton Elem.	1285	125	2334	3744	\$3,850.10	\$253.65		21	569	29	514	1,112	\$ 251.40	20
Walter Miller Elem.	1302	392	2399	4093	\$3,203.20	\$356.60		21	593	132	494	1,219	\$ 71.10	20
Alber Schweitzer Elem.	1934	297	1819	4050	\$2,430.30	\$280.30		21	718	85	241	1,044	\$ 53.30	20
Maple Point Middle	3,002	434	3,797	7233	\$19,442.80	\$2,770.55	\$550.30	21	1,013	91	699	1,803	\$ 605.89	21
Poquessing Middle	2,097	344	3,197	5638	\$9,806.66	\$624.70	\$30.98	21	332	47	2,480	2,859	\$ 133.30	21
Carl Sandburg Midde	1,548	400	3,316	5264	\$7,672.30	\$356.95	\$36.90	21	434	69	452	955	\$ 324.90	21
Neshaminy HS	5,145	949	9,462	15556	\$39,191.80	\$3,830.25	\$980.70	21	3,137	457	3,479	7,073	\$ 6,141.55	21
Total	24,782	4,046	37,760	66,588	\$106,556.61	\$11,517.15	\$1,598.88	-	10,772	1,270	10,896	22,938	\$8,316.64	-
Lunch April 2014									Breakfast April 2014					
School	Free	Red.	Paid	Total	Ala Carte	Adult	Vending	Serv. Days	Severe Need/Regular				Ala Carte	Serv. Days
									Free	Red.	Paid	Total		
Pearl S. Buck Elem.	895	133	2246	3274	\$3,431.95	\$819.70		20	429	35	421	885	\$ 84.25	20
Samuel Everitt Elem.	2234	283	1955	4472	\$3,103.80	\$236.85		20	1525	129	778	2,432	\$ 141.30	20
Joseph Ferderbar Elem	2706	413	2721	5840	\$4,712.65	\$346.65		20	1451	124	797	2,372	\$ 291.60	20
Oliver Heckman Elem.	335	33	1736	2104	\$5,157.15	\$1,133.25		20	147	16	341	504	\$ 205.90	20
Herbert Hoover Elem.	2052	215	2907	5174	\$4,735.35	\$281.80		20	688	104	429	1,221	\$ 101.15	20
Lower Southampton Elem.	1282	158	2123	3563	\$3,983.10	\$292.85		20	581	40	559	1,180	\$ 481.00	20
Walter Miller Elem.	1278	375	2425	4078	\$3,248.40	\$341.05		20	628	140	502	1,270	\$ 50.45	20
Alber Schweitzer Elem.	1873	261	1775	3909	\$2,156.60	\$234.75		20	790	67	302	1,159	\$ 69.75	20
Maple Point Middle	2,988	427	3,739	7154	\$19,568.00	\$2,763.25	\$411.00	20	1,051	75	670	1,796	\$ 504.80	20
Poquessing Middle	1,991	353	3,195	5539	\$9,325.49	\$624.00	\$68.25	20	426	80	358	864	\$ 236.75	20
Carl Sandburg Midde	1,435	364	3,130	4929	\$7,337.50	\$432.70		20	464	71	359	894	\$ 448.55	20
Neshaminy HS	5,109	942	9,341	15392	\$37,980.10	\$3,834.60	\$693.75	20	3,271	503	3,364	7,138	\$ 5,846.40	20
Total	24,178	3,957	37,293	65,428	\$104,740.09	\$11,341.45	\$1,173.00	-	11,451	1,384	8,880	21,715	\$8,461.90	-

Schedule B - Meal Counts, Ala Carte, Other Sales and Serving Days 2013-2014														
Lunch May 2014									Breakfast May 2014					
School	Free	Red.	Paid	Total	Ala Carte	Adult	Vending	Serv. Days	Severe Need/Regular				Ala Carte	Serv. Days
									Free	Red.	Paid	Total		
Pearl S. Buck Elem.	893	117	2151	3161	\$3,424.55	\$876.90		20	438	53	446	937	\$ 82.45	20
Samuel Everitt Elem.	2121	231	1815	4167	\$2,814.35	\$364.00		20	1518	112	771	2,401	\$ 162.50	20
Joseph Ferderbar Elem	2652	376	2456	5484	\$4,691.25	\$330.15		20	1520	102	778	2,400	\$ 332.55	20
Oliver Heckman Elem.	341	51	1632	2024	\$4,587.05	\$904.20		20	176	16	338	530	\$ 187.65	20
Herbert Hoover Elem.	2069	214	2852	5135	\$4,895.70	\$135.15		20	638	72	407	1,117	\$ 84.35	20
Lower Southampton Elem.	1293	148	2280	3721	\$4,228.80	\$228.30		20	593	54	580	1,227	\$ 303.50	20
Walter Miller Elem.	1300	324	2224	3848	\$3,275.60	\$337.55		20	709	124	549	1,382	\$ 61.75	20
Alber Schweitzer Elem.	1840	246	1817	3903	\$2,392.30	\$271.45		20	791	65	291	1,147	\$ 87.85	20
Maple Point Middle	2,876	398	3,583	6857	\$18,403.85	\$2,669.20	\$585.00	20	1,093	66	737	1,896	\$ 602.60	20
Poquessing Middle	1,857	306	2,783	4946	\$8,769.32	\$564.07	\$40.00	20	487	58	351	896	\$ 245.40	20
Carl Sandburg Midde	1,484	371	2,977	4832	\$7,486.85	\$427.35		20	477	58	454	989	\$ 438.05	20
Neshaminy HS	4,906	896	8,227	14029	\$35,852.50	\$3,642.44	\$778.00	20	3,238	470	2,984	6,692	\$ 6,056.78	20
Total	23,632	3,678	34,797	62,107	\$100,822.12	\$10,750.76	\$1,403.00	-	11,678	1,250	8,686	21,614	\$8,645.43	-
Lunch June 2014									Breakfast June 2014					
School	Free	Red.	Paid	Total	Ala Carte	Adult	Vending	Serv. Days	Severe Need/Regular				Ala Carte	Serv. Days
									Free	Red.	Paid	Total		
Pearl S. Buck Elem.	597	79	1546	2222	\$2,461.10	\$589.10		14	297	32	269	598	\$ 65.95	14
Samuel Everitt Elem.	1485	153	1229	2867	\$1,704.85	\$272.30		14	1029	63	493	1,585	\$ 185.70	14
Joseph Ferderbar Elem	1885	276	1798	3959	\$2,542.20	\$179.35		14	1085	71	500	1,656	\$ 251.30	14
Oliver Heckman Elem.	254	40	1246	1540	\$3,184.35	\$738.10		14	137	12	218	367	\$ 149.70	14
Herbert Hoover Elem.	1419	147	2007	3573	\$3,137.80	\$93.30		14	416	17	255	688	\$ 38.00	14
Lower Southampton Elem.	893	102	1689	2684	\$2,493.05	\$181.95		14	388	30	347	765	\$ 291.05	14
Walter Miller Elem.	908	217	1576	2701	\$2,173.10	\$198.95		14	510	64	299	873	\$ 36.55	14
Alber Schweitzer Elem.	1308	162	1270	2740	\$1,555.30	\$154.30		14	590	62	195	847	\$ 86.55	14
Maple Point Middle	1,656	213	2,193	4062	\$9,230.85	\$1,335.55	\$350.00	11	762	59	491	1,312	\$ 339.05	14
Poquessing Middle	1,076	157	1,513	2746	\$5,058.63	\$339.34	\$117.35	11	399	40	274	713	\$ 151.20	14
Carl Sandburg Midde	845	197	1,603	2645	\$3,888.45	\$161.30		11	317	31	266	614	\$ 365.50	14
Neshaminy HS	2,532	435	4,058	7025	\$18,140.92	\$1,998.07	\$389.90	11	1,899	247	1,749	3,895	\$ 3,396.67	14
Total	14,858	2,178	21,728	38,764	\$55,570.60	\$6,241.61	\$857.25	-	7,829	728	5,356	13,913	\$5,357.22	-
Lunch Year to Date Totals									Breakfast Year to Date Totals					
School	Free	Red.	Paid	Total	Ala Carte	Adult	Vending	Serv. Days	Severe Need/Regular				Ala Carte	Serv. Days
									Free	Red.	Paid	Total		
Pearl S. Buck Elem.	7653	1114	19478	28245	\$28,701.35	\$7,067.45	\$0.00	178	3220	375	3256	6,851	\$ 733.75	173
Samuel Everitt Elem.	19338	1963	16184	37485	\$23,302.60	\$3,283.35	\$0.00	178	12565	845	6198	19,608	\$ 1,045.05	173
Joseph Ferderbar Elem	23055	3772	22383	49210	\$37,889.65	\$3,129.40	\$0.00	178	11248	901	5955	18,104	\$ 2,153.95	173
Oliver Heckman Elem.	2943	259	14318	17520	\$41,379.75	\$8,725.55	\$0.00	178	1311	103	2716	4,130	\$ 1,555.65	173
Herbert Hoover Elem.	17161	2253	24098	43512	\$38,038.97	\$1,487.25	\$0.00	178	4818	478	2894	8,190	\$ 758.05	173
Lower Southampton Elem.	11285	1259	19812	32356	\$32,369.90	\$2,261.50	\$0.00	178	4787	350	4226	9,363	\$ 2,398.55	173
Walter Miller Elem.	10784	3073	20334	34191	\$25,974.75	\$2,909.40	\$0.00	178	4765	991	4146	9,902	\$ 579.10	173
Alber Schweitzer Elem.	15465	2299	15366	33130	\$19,376.95	\$2,462.25	\$0.00	178	5792	605	2013	8,410	\$ 543.90	173
Maple Point Middle	24,709	3,367	35,374	63450	\$152,446.83	\$22,525.29	\$3,847.83	176	8,733	621	6,099	15,453	\$ 4,898.53	179
Poquessing Middle	17,283	2,918	27,474	47675	\$78,387.53	\$5,877.33	\$446.16	176	3,898	423	4,934	9,255	\$ 1,498.35	179
Carl Sandburg Midde	12,922	3,371	27,407	43700	\$67,409.05	\$3,061.90	\$122.50	176	3,973	620	3,696	8,289	\$ 3,110.05	179
Neshaminy HS	41,508	7,767	79,500	128775	\$311,872.66	\$31,092.73	\$6,473.95	176	25,022	3,930	27,540	56,492	\$ 51,253.85	179
Total	204,106	33,415	321,728	559,249	\$857,149.99	\$93,883.40	\$10,890.44	-	90,132	10,242	73,673	174,047	\$70,528.78	-

Schedule B1 - Meal Counts, Ala Carte, Other Sales and Serving Days 2014-2015															
Lunch September 2014									Breakfast September 2014						
School	Free	Red.	Paid	Total	Ala Carte	Adult	Vending	Serv. Days	Severe Need/Regular				Ala Carte	Serv. Days	
									Free	Red.	Paid	Total			
Pearl S. Buck Elem.	793	139	1,992	2,924	\$2,404.75	\$560.10		19	367	28	284	679	\$71.85	19	
Samuel Everitt Elem.	2,231	116	1,633	3,980	\$2,084.05	\$180.20		19	1238	44	324	1,606	\$30.65	19	
Joseph Ferderbar Elem	2,315	195	2,170	4,680	\$3,386.60	\$266.15		19	1023	74	554	1,651	\$291.15	19	
Oliver Heckman Elem.	408	37	1,137	1,582	\$2,556.30	\$872.40		19	175	7	138	320	\$106.95	19	
Herbert Hoover Elem.	1,804	195	2,684	4,683	\$3,791.65	\$212.45		19	386	40	307	733	\$90.95	19	
Lower Southampton Elem.	1,462	187	1,935	3,584	\$3,586.30	\$128.20		19	583	18	341	942	\$182.85	19	
Walter Miller Elem.	1,408	301	1,647	3,356	\$2,124.05	\$213.30		19	450	80	234	764	\$36.85	19	
Albert Schweitzer Elem.	1,612	202	1,353	3,167	\$1,649.00	\$261.60		19	575	32	139	746	\$41.20	19	
Maple Point Middle	2,637	512	3,112	6,261	\$9,708.55	\$1,589.85	\$267.00	19	684	95	363	1,142	\$119.30	19	
Poquessing Middle	2,135	257	3,136	5,528	\$6,376.01	\$462.30		19	336	10	236	582	\$59.90	19	
Carl Sandburg Midde	1,754	273	3,177	5,204	\$5,747.35	\$237.90		19	447	35	407	889	\$211.50	19	
Neshaminy HS	5,045	926	9,212	15,183	\$26,201.40	\$2,834.95	\$457.15	19	2,341	297	1,804	4,442	\$3,046.85	19	
Total	23,604	3,340	33,188	60,132	\$69,616.01	\$7,819.40	\$724.15	-	8,605	760	5,131	14,496	\$4,290.00	-	
Lunch October 2014									Breakfast October 2014						
School	Free	Red.	Paid	Total	Ala Carte	Adult	Vending	Serv. Days	Severe Need/Regular				Ala Carte	Serv. Days	
									Free	Red.	Paid	Total			
Pearl S. Buck Elem.	1,026	222	2,746	3,994	\$3,009.50	\$767.70		23	429	35	421	885	\$71.50	23	
Samuel Everitt Elem.	2,716	189	2,341	5,246	\$2,713.65	\$343.15		23	1505	114	556	2,175	\$34.90	23	
Joseph Ferderbar Elem	3,117	309	3,226	6,652	\$4,201.15	\$381.35		23	1376	126	891	2,393	\$352.80	23	
Oliver Heckman Elem.	579	30	1,670	2,279	\$3,289.25	\$1,015.50		23	179	13	390	582	\$125.05	23	
Herbert Hoover Elem.	2,198	234	3,761	6,193	\$4,648.30	\$267.95		23	585	54	587	1,226	\$180.65	23	
Lower Southampton Elem.	2,000	291	2,656	4,947	\$4,121.35	\$284.30		23	915	50	611	1,576	\$267.20	23	
Walter Miller Elem.	1,902	325	2,375	4,602	\$2,908.10	\$300.75		23	820	85	373	1,278	\$43.35	23	
Alber Schweitzer Elem.	2,146	211	1,937	4,294	\$2,021.35	\$371.05		23	729	43	233	1,005	\$23.60	23	
Maple Point Middle	3,242	589	4,120	7,951	\$12,632.10	\$2,727.90	\$291.00	23	1,100	141	559	1,800	\$206.40	23	
Poquessing Middle	2,653	332	3,960	6,945	\$7,705.90	\$553.80		23	504	60	399	963	\$101.10	23	
Carl Sandburg Midde	2,092	334	3,864	6,290	\$6,340.55	\$296.30		23	661	56	539	1,256	\$192.40	23	
Neshaminy HS	6,310	1,176	11,480	18,966	\$32,995.90	\$4,085.90	\$631.30	23	3,112	408	2,342	5,862	\$4,916.80	23	
Total	29,981	4,242	44,136	78,359	\$86,587.10	\$11,395.65	\$922.30	-	11,915	1,185	7,901	21,001	\$6,515.75	-	
Lunch November 2014									Breakfast November 2014						
School	Free	Red.	Paid	Total	Ala Carte	Adult	Vending	Serv. Days	Severe Need/Regular				Ala Carte	Serv. Days	
									Free	Red.	Paid	Total			
Pearl S. Buck Elem.	582	130	1,662	2,374	\$2,033.50	\$654.10		14	277	18	226	521	\$58.10	14	
Samuel Everitt Elem.	1,599	144	1,398	3,141	\$1,611.00	\$356.35		14	893	96	307	1,296	\$32.75	14	
Joseph Ferderbar Elem	1,822	160	2,007	3,989	\$2,597.45	\$272.05		14	908	81	561	1,550	\$292.90	14	
Oliver Heckman Elem.	294	21	1,018	1,333	\$1,977.55	\$835.90		14	98	16	252	366	\$109.35	14	
Herbert Hoover Elem.	1,271	154	2,291	3,716	\$3,047.25	\$227.10		14	417	46	397	860	\$68.00	14	
Lower Southampton Elem.	1,159	173	1,686	3,018	\$2,648.75	\$289.50		14	652	24	485	1,161	\$239.55	14	
Walter Miller Elem.	1,136	192	1,527	2,855	\$1,719.45	\$301.25		14	578	51	273	902	\$33.35	14	
Alber Schweitzer Elem.	1,236	139	1,218	2,593	\$1,185.65	\$392.40		14	421	15	146	582	\$3.45	14	
Maple Point Middle	1,966	402	2,602	4,970	\$7,798.85	\$2,293.70	\$224.00	15	694	80	419	1,193	\$155.20	15	
Poquessing Middle	1,634	222	2,490	4,346	\$4,415.85	\$402.95		15	374	49	226	649	\$65.10	15	
Carl Sandburg Midde	1,277	274	2,502	4,053	\$3,891.95	\$281.20		15	359	67	364	790	\$318.55	15	
Neshaminy HS	4,051	765	7,476	12,292	\$21,534.95	\$3,240.20	\$221.20	15	2,069	310	1,707	4,086	\$3,115.00	15	
Total	18,027	2,776	27,877	48,680	\$54,462.20	\$9,546.70	\$445.20	-	7,740	853	5,363	13,956	\$4,491.30	-	
Lunch Year to Date Totals									Breakfast Year to Date Totals						
School	Free	Red.	Paid	Total	Ala Carte	Adult	Vending	Serv. Days	Severe Need/Regular				Ala Carte	Serv. Days	
									Free	Red.	Paid	Total			
Pearl S. Buck Elem.	2,401	491	6,400	9,292	\$7,447.75	\$1,981.90	\$0.00	56	1073	81	931	2,085	\$201.45	56	
Samuel Everitt Elem.	6,546	449	5,372	12,367	\$6,408.70	\$879.70	\$0.00	56	3636	254	1187	5,077	\$98.30	56	
Joseph Ferderbar Elem	7,254	664	7,403	15,321	\$10,185.20	\$919.55	\$0.00	56	3307	281	2006	5,594	\$936.85	56	
Oliver Heckman Elem.	1,281	88	3,825	5,194	\$7,823.10	\$2,723.80	\$0.00	56	452	36	780	1,268	\$341.35	56	
Herbert Hoover Elem.	5,273	583	8,736	14,592	\$11,487.20	\$707.50	\$0.00	56	1388	140	1291	2,819	\$339.60	56	
Lower Southampton Elem.	4,621	651	6,277	11,549	\$10,356.40	\$702.00	\$0.00	56	2150	92	1437	3,679	\$689.60	56	
Walter Miller Elem.	4,446	818	5,549	10,813	\$6,751.60	\$815.30	\$0.00	56	1848	216	880	2,944	\$113.55	56	
Alber Schweitzer Elem.	4,994	552	4,508	10,054	\$4,856.00	\$1,025.05	\$0.00	56	1725	90	518	2,333	\$68.25	56	
Maple Point Middle	7,845	1,503	9,834	19,182	\$30,139.50	\$6,611.45	\$782.00	57	2,478	316	1,341	4,135	\$480.90	57	
Poquessing Middle	6,422	811	9,586	16,819	\$18,497.76	\$1,419.05	\$0.00	57	1,214	119	861	2,194	\$226.10	57	
Carl Sandburg Midde	5,123	881	9,543	15,547	\$15,979.85	\$815.40	\$0.00	57	1,467	158	1,310	2,935	\$722.45	57	
Neshaminy HS	15,406	2,867	28,168	46,441	\$80,732.25	\$10,161.05	\$1,309.65	57	7,522	1,015	5,853	14,390	\$11,078.65	57	
Total	71,612	10,358	105,201	187,171	\$ 210,665.31	\$28,761.75	\$2,091.65	-	28,260	2,798	18,395	49,453	\$ 15,297.05	-	

SCHEDULE C - Schools, Lunch /Breakfast Times and Enrollement Data									
Lunch & breakfast will be provided in accordance with the terms and conditions of the food service specification at the following locations:									
School	Grade Levels	Serving Times	Serving Periods	Satellite Yes/No	Enrollment *	ADA YTD *	No.of Staff	Eligible Free *	Eligible Reduced*
Elementary Schools									
Pearl S. Buck Elem.	K-5	Breakfast - 8:35am to 8:48am Lunch - 11:10am to 1:25pm	1 4	No	433	96%	3	61	12
Samuel Everitt Elem.	K-5	Breakfast -8:30am to 8:50am Lunch -11:50am to 1:30pm	1 3	No	394	95%	3	140	12
Joseph Ferderbar Elem	K-5	Breakfast - 8:50am to 9:06am Lunch - 11:50am to 1:40pm	1 3	Yes	585	97%	3	171	16
Oliver Heckman Elem.	K-5	Breakfast - 9:00am to 9:10am Lunch -11:55am to 1:40pm	1 3	No	457	97%	4	50	3
Herbert Hoover Elem.	K-5	Breakfast - 8:50am to 9:08am Lunch - 11:45am to 1:25pm	1 3	No	694	96%	4	160	15
Lower Southampton Elem.	K-5	Breakfast - 8:35am to 8:50am Lunch - 11:30am to 1:30pm	1 4	No	512	96%	4	117	18
Walter Miller Elem.	K-5	Breakfast - 8:30am to 8:50am Lunch - 11:15am to 12:55pm	1 3	No	414	94%	3	111	18
Alber Schweitzer Elem.	K-5	Breakfast - 8:50am to 9:10am Lunch - 11:20am to 1:10pm	1 3	No	373	96%	2	114	14
Middle School									
Maple Point Middle ***	6-8	Breakfast - 7:30am to 7:50am Lunch -10:45am to 12:55pm	1 3	No	934	94%	11	177	41
Poquessing Middle ***	6-8	Breakfast - 7:30am to 7:50am Lunch - 10:45am to 12:55pm	1 3	No	585	94%	7	145	22
Carl Sandburg Midde***	6-8	Breakfast -7:30am to 7:40am Lunch - 10:45am to 12:55pm	1 3	No	486	95%	9	109	21
High School									
High School **	9-12	Breakfast -6:45am to 7:05am Lunch - 10:04am to 1:23pm	4 4	No	2526	92%	20	459	86
Totals									
					8,393		73	1,814	278
* Current Enrollment, ADA, & Eligibility figures are as of October 2014 YTD									
** High School has one breakfast but serves breakfast during the first 3 periods for study halls in the café.									
*** For the 2015-16 school year the 5th grades at the elementary schools will be moving to the three middle schools. In doing so, the lunch periods for the middle schools will increase from 3 to 4.									

Schedule D – FSMC Investments/Upgrades Required

The following details the required upgrades to Neshaminy High School Servery. All FSMC's must include the \$375,000 all-inclusive cost of this upgrade in Attachment 5c and have them completed before the start of school in September 2015. The District will have final approval for the selection of all equipment and plans. The following are the detailed specifications of the upgrade.

SECTION 001 - FOOD SERVICE EQUIPMENT

1.0 SCOPE OF WORK

- A. The work under this section comprises the furnishing and installation of food service equipment, counterwork and decor items as shown on the drawings and herein specified or otherwise noted. Electrical, plumbing and other work as made necessary by the modifications herein shall be done by licensed tradespeople (where necessary) supplied by Kitchen Equipment Contractor (hereafter KEC). The scope of each individual project is detailed further in the item specifications below.
 - 1. Coordination of work. It is imperative in order to facilitate a smooth installation that the KEC closely coordinate their work with Child Nutrition Services and with Neshaminy School District personnel. Such coordination should include scheduling of installation to insure that any trades and installation personnel will not interfere with the normal operation and feeding schedules in each school where work is to be performed and that jobsite will be ready to accept the food service equipment and decor as indicated these specifications.
 - 2. The scope of this project shall consist of providing food service equipment and furnishings consisting of counterwork, equipment and decor items including delivery and set-in-place as described in specifications below.

1.1 GENERAL

- A. Submittals: Product Data for each type of food service equipment indicated and the following:
 - 1. Coordination drawings: For locations of food service equipment and service-utility location and characteristics. Key equipment with item numbers and descriptions indicated in Contract Documents.
 - 2. Maintenance Data: Operation, maintenance and parts data for food service equipment. Include manufacturer's authorized service agencies' addresses and telephone numbers.
- B. NSF Standards: Comply with applicable NSF International (NSF) standards and criteria and provide NSF Certification Mark on each equipment item.
- C. All lighting and electrical products installed shall be UL listed.

1.2 PRODUCTS

- A. Food Service Equipment Schedule: Equipment items are specified in the Food Service Equipment Schedule located at the end of this Section.
- B. Sealant: ASTM C 920; Type S, Grade NS, Class 25, Use NT. Provide elastomeric sealant NSF certified for end-use application indicated. Provide sealant that, when cured and washed meets requirements of Food and Drug Administration's 21 CFR, Section 177.2600 for use in areas that come in contact with food.
- C. All equipment must be new, of the latest model, complete with all motors, drivers, and controls and ready for final connections.
- D. All decor materials shall comply with all state, local and federal codes. All painted surfaces shall be covered with a final coat of transparent sealant for protection.

1.3 EXECUTION

- A. Examine roughing-in for piping, mechanical and electrical systems to verify actual locations of connections before installation.
- B. Install food service equipment level and plumb, according to manufacturer's written instructions and referenced standards.
- C. Install equipment with access and maintenance clearances according to manufacturer's written instructions and requirements of authorities having jurisdiction.
- D. Provide cutouts in equipment, neatly formed, with grommets around edges of holes to prevent damage to power, computer lines & cables where required to run service lines through equipment to make final connections.
- E. Except for mobile and adjustable-leg equipment, securely anchor and attach items and accessories to walls, floors, or bases with stainless-steel fasteners, unless otherwise indicated.
- I. Install sealant in joints between equipment and abutting surfaces with continuous joint backing, unless otherwise indicated. Provide airtight, watertight, vermin-proof, sanitary joints.

- J. Provide final protection and maintain conditions, in a manner acceptable to manufacturer and installer, that ensure food service equipment is without damage or deterioration at time of Substantial Completion.
- K. Cleaning and Preparation of New Equipment
 - Remove protective coverings and clean and sanitize equipment, both inside and out.
 - Prepare all painted surfaces by thoroughly cleaning surfaces to be painted and applying Kilz or similar primer where necessary.

1.4 RESPONSIBILITIES OF KITCHEN EQUIPMENT CONTRACTOR

Kitchen Equipment Contractor To Provide Licensed Electrical Contractor who shall:

- A. Obtain all necessary permits before work begins.
- B. Furnish and install all rough-in wiring for food service equipment, including convenience receptacles at walls.
- C. Disconnect and re-connect as required, items required to be moved in accordance with the scope of work.
- D. Furnish and install all required disconnect switches between rough-in points and connection points on equipment.
- E. Be responsible for all rough-in and final connection of all equipment. Provide final connections and cord sets (where not provided) between appliances and rough-in positions.
- F. Where not specified by equipment manufacturer, electrical contractor is responsible for outlet, fused disconnects, cord sets (where not provided), and final connections of equipment.
- G. Furnishing and installing all switches (except disconnect switches other than those which may be called for by item specification), contractors, combination starters with fused disconnect, controls, etc., necessary for the proper and safe operation of the equipment.

Kitchen Equipment Contractor To Provide Licensed Plumbing Contractor who shall:

- A. Obtain all necessary permits before work begins.
- B. Furnish and install all rough-in piping for hot and cold water supply and waste line to food service equipment.
- C. Furnish and install all hot and cold water piping, with shut off valve in each line and pressure reducers, where required, and make final connections.
- D. Furnish & install all waste piping, tailpieces, traps, vents, etc. and make final connections to equipment as furnished by KEC.
- E. Make and test all connections of equipment to rough-in connections to assure proper connections and requirements.

1.5 QUALIFICATION OF CONTRACTOR

- A. The Kitchen Equipment Contractor must show evidence of performing contracts of this type and scope with personnel to install, service and maintain equipment of this type under the terms of these specifications and warranty.

1.6 COORDINATION OF WORK

- A. Because of the complex nature of the work to be performed it will be necessary for all prospective bidders to visit the jobsite prior to submitting a bid in order to familiarize themselves with the nature of the work to be done. Bidders must coordinate site visit with Child Nutrition personnel and District Administration.

1.7 SUBSTITUTIONS

- A. Substitutions of brands or fabricators of equipment, decor items, and paint or floor materials must be approved prior to bidding.

1.8 EQUIPMENT NOTES

- A. All equipment, where possible (if provided by factory), should be energy-star rated.
- B. All equipment marked for and approved for demolition by District Administration must be removed from each site by the successful KEC.

END OF SECTION 001

002 SPECIFICATIONS

NESHAMINY HIGH SCHOOL – MAIN SERVERY

SCOPE OF WORK

- A) Contractor must allow for turn-key installation to include site preparation, site clean-up, project management and scheduling of sub-contractors. Turn-key install to include allowance for plans and permits.
- B) Provide demolition and disposal of existing serving line. Contractor must provide a dumpster throughout demolition process, if needed.
- C) Provide and install new serving line (counters and foodservice equipment).
- D) Paint new servery and kitchen area.
- E) Allow for all necessary plans and permits.
- F) All plumbing and electrical necessary for turn-key installation.

ITEM 1 SERVING COUNTER (1 REQ'D)

Custom Fabrication

Fabricate, provide and install custom fabricated stainless steel serving counter. Unit shall be 35" tall. Counterwork shall be constructed of 18-gauge type 304 stainless steel frame-work with 14 gauge type 304 stainless steel countertops and 7" stainless steel legs with adjustable feet. All free edges shall be formed down 90° for 1-1/2" turn back at 45° to create an overall 2" edge. All corners shall be fully welded and polished to match adjoining surface. Serving counter shall be all-welded construction and shall provide cutouts and skirting, as necessary, for all required drop-in equipment. Plastic laminate shall be applied to front of counter body. Plastic laminate color to be determined by business administrator and shall be a standard Pionite, Formica, Wilsonart or Nevamar laminate. Contractor shall provide "turn-key installation" which shall include all electrical components necessary to make new serving line operational.

DIMENSION: Stainless Steel Serving Counter with Laminate Fronts 18' 6"

ITEM 2 AIRSCREEN MERCHANDISERS (3 REQ'D)

Structural Concepts Model CO37R

Oasis Self-Service Refrigerated Case, 36-1/4"L, 79-5/8"H, Breeze-E (Type II) w/EnergyWise self-contained refrigeration system, (4) adjustable metal shelves, top light, (2) full end panels, 4"D removable wall spacer brackets, casters.

OPTIONS:

Interior: Stainless steel, in lieu of standard

Exterior: Silver Laminate

Lighting: Add T-8 lights to standard shelves (4)

Cover: Add roll-down security cover, locking

ITEM 2A AIRSCREEN MERCHANDISER (1 REQ'D)

Structural Concepts Model CO47R

Oasis® Self-Service Refrigerated Case, 47-1/4"L, 79-5/8"H, Breeze-E (Type II) w/EnergyWise self-contained refrigeration system, (4) adjustable metal shelves, top light, (2) full end panels, 4"D removable wall spacer brackets, casters

OPTIONS:

Interior: Stainless steel, in lieu of standard

Exterior: Silver Laminate

Lighting: Add T-8 lights to shelves (4)

Cover: Add roll-down security cover, locking

ITEM 3 REFRIGERATED SANDWICH UNIT (1 REQ'D)

Continental Refrigerator Model DL72-30M

Designer Line Mighty Top Sandwich Unit, 72" wide, three-section, (30) 1/6 size x 4" deep pans with 10" cutting board, (3) field rehingable doors, stainless steel top, front, sides & interior, 6" adjustable legs, rear mounted self-contained refrigeration, 1/4 hp; 115v/60/1, 9.0 amps, cord & plug; self-contained refrigeration, 1/4 hp; standard warranty 3 year parts and labor; 5 year compressor warranty

ITEM 4 INDUCTION RANGE (1 REQ'D)

Vollrath Model 69523

Vollrath Professional Series Induction Range, countertop, dual hob side to side, 26-5/8"W x 18-3/8"D x 5-1/2"H, 100 settings, 18/304 stainless steel casing with vitro ceramic top, 1-180 minute timer, digital display, 208/240v, 2.5-2.9 KW per hob, 24.1 amps, 6' power cord with 6-30P, 2yr warranty parts/service, NSF, UL, FC, USA

ITEM 5 SNEEZE GUARD (1 REQ'D)

Custom Fabrication

Provide and install Custom Fabricated Sneeze Guards. Sneeze guards shall be constructed from 304 stainless steel, 1-1/2" diameter, 16 gauge tube to dimensions shown below. The end panels have 3/4" radius corners with matching 1/4" clear tempered glass panels suspended on clips. The front is 3/8" thick tempered glass suspended on clips.

DIMENSION: Sneeze Guard – Straight, No Shelf – 36"

ITEM 6 SNEEZE GUARD (1 REQ'D)

Custom Fabrication

Provide and install Custom Fabricated Sneeze Guards. Sneeze guards shall be constructed from 304 stainless steel, 1-1/2" diameter, 16 gauge tube to dimensions shown below. The end panels have 3/4" radius corners with matching 1/4" clear tempered glass panels suspended on clips. The front and top glass is 3/8" thick tempered glass suspended on clips.

DIMENSION: Combination Guard – Full Serve 72" and Self Serve 36"

ITEM 7 SERVING COUNTER (1 REQ'D)

Custom Fabrication

Fabricate, provide and install custom fabricated stainless steel serving counter. Unit shall be 35" tall. Counterwork shall be constructed of 18-gauge type 304 stainless steel frame-work with 14 gauge type 304 stainless steel countertops and 7" stainless steel legs with adjustable feet. All free edges shall be formed down 90° for 1-1/2" turn back at 45° to create an overall 2" edge. All corners shall be fully welded and polished to match adjoining surface. Serving counter shall be all-welded construction and shall provide cutouts and skirting, as necessary, for all required drop-in equipment. Plastic laminate shall be applied to front of counter body. Plastic laminate color to be determined by business administrator and shall be a standard Pionite, Formica, Wilsonart or Nevamar laminate. Contractor shall provide "turn-key installation" which shall include all electrical components necessary to make new serving line operational.

DIMENSION: Stainless Steel Serving Counter with Laminate Front - 18' 0"

ITEM 8 CASH REGISTERS – BY OWNER

ITEM 9 CASHIER COUNTER (3 REQ'D)

Fabricate, provide and install custom fabricated stainless steel serving counter. Unit shall be 35" tall. Counterwork shall be constructed of 18-gauge type 304 stainless steel frame-work with 14 gauge type 304 stainless steel countertops and 7" stainless steel legs with adjustable feet. All free edges shall be formed down 90° for 1-1/2" turn back at 45° to create an overall 2" edge. All corners shall be fully welded and polished to match adjoining surface. Serving counter shall be all-welded construction and shall provide cutouts and skirting, as necessary, for all required drop-in equipment. Plastic laminate shall be applied to front of counter body. Plastic laminate color to be determined by business administrator and shall be a standard Pionite, Formica, Wilsonart or Nevamar laminate. Contractor shall provide "turn-key installation" which shall include all electrical components necessary to make new serving line operational.

DIMENSION: Cashier Counter – 3' 0"

OPTIONS:

(1 ea) Locking Drawer

(1 ea) Locking Door

ITEM 10 DROP-IN COLD FOOD PAN (3 REQ'D)

Delfield Model N8156B

Drop-In Mechanically Cooled Pan, 4-pan size, 1" dia. drain, insulated pan, stainless steel inner liner & top, galvanized steel outer liner, includes adapter bars, self-contained refrigeration, cUL, UL, NSF7 (cut-out size 55-1/4" x 25"), 1/4 hp; 115v/60/1 ph, 7.0 amps, NEMA 5-15P

ITEM 11 SNEEZE GUARD (3 REQ'D)

Custom Fabrication

Provide and install Custom Fabricated Sneeze Guards. Sneeze guards shall be constructed from 304 stainless steel, 1-1/2" diameter, 16 gauge tube to dimensions shown below. The end panels have 3/4" radius corners with matching 1/4" clear tempered glass panels suspended on clips. The front and top glass is 3/8" thick tempered glass suspended on clips.

DIMENSION: Sneeze Guard – Self Serve - 66"

OPTIONS:

(3 ea) Hatco Model NLL-60 Glo-Ray® Narrow LED Display Light, 60" L, 4' bulb, On/Off rocker switch, 1-1/2" non-adjustable mounting bracket, 20w, .17 amps; 120v/60/1 ph; Gray granite color

ITEM 11A SNEEZE GUARD (1 REQ'D)

Custom Fabrication

Provide and install Custom Fabricated Sneeze Guards. Sneeze guards shall be constructed from 304 stainless steel, 1-1/2" diameter, 16 gauge tube to dimensions shown below. The end panels have 3/4" radius corners with matching 1/4" clear tempered glass panels suspended on clips. The front and top glass is 3/8" thick tempered glass suspended on clips.

DIMENSION: Sneeze Guard – Full Serve – 60"

OPTIONS:

- (1 ea) Hatco Model NLL-54 Glo-Ray® Narrow LED Display Light, 54" L, 4' bulb, On/Off rocker switch, 1-1/2" non-adjustable mounting bracket, 20w, .17 amps; 120v/60/1 ph; Gray granite color

ITEM 12 HEATED DISPLAY MERCHANDISER (1 REQ'D)

Hatco Model GRSDS-41D

Glo-Ray® Merchandising Warmer, counter model, (16) rods, pass thru design, with (2) shelves, forward-slanted shelves, stainless/aluminum construction, 41" long, 2120 watts, 4" legs; 120/208v/60/1 ph, 4-wire, 9.1 amps, NEMA L14-20P

ITEM 13 SNEEZE GUARD (1 REQ'D)

Custom Fabrication

Provide and install Custom Fabricated Sneeze Guards. Sneeze guards shall be constructed from 304 stainless steel, 1-1/2" diameter, 16 gauge tube to dimensions shown below. The end panels have 3/4" radius corners with matching 1/4" clear tempered glass panels suspended on clips. The front and top glass is 3/8" thick tempered glass suspended on clips.

DIMENSION: Sneeze Guard – Self Serve – 66"

OPTIONS:

- (1 ea) Hatco Model NLL-60 Glo-Ray® Narrow LED Display Light, 60" L, 4' bulb, On/Off rocker switch, 1-1/2" non-adjustable mounting bracket, 20w, .17 amps; 120v/60/1 ph; Gray granite color

ITEM 14 DROP-IN HEATED SHELF (1 REQ'D)

Hatco Model GRSBF-60-S

Glo-Ray® Drop In Heated Shelf with Flush Top, 61-1/2" x 25-1/2" surface area, hardcoat aluminum top, control thermostat, illuminated on/off switch & mounting bracket, 1500 watts; 120v/60/1 ph, 1500W, 12.5 amps, NEMA 5-20P

ITEM 15 HOT/COLD DROP-IN WELL (3 REQ'D)

Vollrath Model 3667402DA

Hot/Cold Drop-In Unit, top mount, (4) pan, remote mountable panel with on-off switch, hot/cold toggle with indicator lights for hot or cold, thermostatic temperature rotary knob control in hot mode, preset cold control, automatic manifold drain, 300 series stainless well & flange, galvanized wrapper, 625watts per well, 14amp, 120/208-240V, 14-20P, cULus, NSF, NSF7

ITEM 16 SNEEZE GUARD (2 REQ'D)

Custom Fabrication

Provide and install Custom Fabricated Sneeze Guards. Sneeze guards shall be constructed from 304 stainless steel, 1-1/2" diameter, 16 gauge tube to dimensions shown below. The end panels have 3/4" radius corners with matching 1/4" clear tempered glass panels suspended on clips. The front and top glass is 3/8" thick tempered glass suspended on clips.

DIMENSION: Sneeze Guard – Full Serve- 72"

OPTIONS:

- (2 ea) Hatco Model GRN4L-66 Glo-Ray® Narrow Halogen Foodwarmer, 66" L, remote dimmer switch control & master toggle, Xenon lights, steel housing in a variety of colors with angle mounting bracket and 3' conduit standard, 1200w; 120v/60/1 ph: Gray granite color

ITEM 17 SPARE NUMBER

ITEM 18 SNEEZE GUARD (1 REQ'D)

Custom Fabrication

Provide and install Custom Fabricated Sneeze Guards. Sneeze guards shall be constructed from 304 stainless steel, 1-1/2" diameter, 16 gauge tube to dimensions shown below. The end panels have 3/4" radius corners with matching 1/4" clear tempered glass panels suspended on clips. The front and top glass is 3/8" thick tempered glass suspended on clips.

DIMENSION: Sneeze Guard – Full Serve - 72"

OPTIONS:

- (1 ea) Hatco Model GRN4L-60 Glo-Ray® Narrow Halogen Foodwarmer, 60" L, remote dimmer switch control & master toggle, Xenon lights, steel housing in a variety of colors with angle mounting bracket and 3' conduit standard, 950w; 120v/60/1 ph; Gray granite color

ITEM 19 SERVING COUNTER (1 REQ'D)

Custom Fabrication

Fabricate, provide and install custom fabricated stainless steel serving counter. Unit shall be 35" tall. Counterwork shall be constructed of 18-gauge type 304 stainless steel frame-work with 14 gauge type 304 stainless steel countertops and 7" stainless steel legs with adjustable feet. All free edges shall be formed down 90° for 1-1/2" turn back at 45° to create an overall 2" edge. All corners shall be fully welded and polished to match adjoining surface. Serving counter shall be all-welded construction and shall provide cutouts and skirting, as necessary, for all required drop-in equipment. Plastic laminate shall be applied to front of counter body. Plastic laminate color to be determined by business administrator and shall be a standard Pionite, Formica, Wilsonart or Nevamar laminate. Contractor shall provide "turn-key installation" which shall include all electrical components necessary to make new serving line operational.

DIMENSION: Stainless Steel Serving Counter with Laminate Front - 13' 0"

ITEM 20 HOT/COLD DROP-IN WELL (1 REQ'D)

Vollrath Model 3667301DA

Hot/Cold Drop-In Unit, top mount, (3) pan, remote mountable panel with on-off switch, hot/cold toggle with indicator lights for hot or cold, thermostatic temperature rotary knob control in hot mode, preset cold control, automatic manifold drain, 300 series stainless well & flange, galvanized wrapper, 625watts per well, 16amp, 120v, 5?20P, cULus, NSF, NSF7

ITEM 21 SERVING COUNTER (1 REQ'D)

Custom Fabrication

Fabricate, provide and install custom fabricated stainless steel serving counter. Unit shall be 35" tall. Counterwork shall be constructed of 18-gauge type 304 stainless steel frame-work with 14 gauge type 304 stainless steel countertops and 7" stainless steel legs with adjustable feet. All free edges shall be formed down 90° for 1-1/2" turn back at 45° to create an overall 2" edge. All corners shall be fully welded and polished to match adjoining surface. Serving counter shall be all-welded construction and shall provide cutouts and skirting, as necessary, for all required drop-in equipment. Plastic laminate shall be applied to front of counter body. Plastic laminate color to be determined by business administrator and shall be a standard Pionite, Formica, Wilsonart or Nevamar laminate. Contractor shall provide "turn-key installation" which shall include all electrical components necessary to make new serving line operational.

DIMENSION: Stainless Steel Serving Counter with Laminate Front - 18' 0"

ITEM 22 SERVING COUNTER (1 REQ'D)

Custom Fabrication

Fabricate, provide and install custom fabricated stainless steel serving counter. Unit shall be 35" tall. Counterwork shall be constructed of 18-gauge type 304 stainless steel frame-work with 14 gauge type 304 stainless steel countertops and 7" stainless steel legs with adjustable feet. All free edges shall be formed down 90° for 1-1/2" turn back at 45° to create an overall 2" edge. All corners shall be fully welded and polished to match adjoining surface. Serving counter shall be all-welded construction and shall provide cutouts and skirting, as necessary, for all required drop-in equipment. Plastic laminate shall be applied to front of counter body. Plastic laminate color to be determined by business administrator and shall be a standard Pionite, Formica, Wilsonart or Nevamar laminate. Contractor shall provide "turn-key installation" which shall include all electrical components necessary to make new serving line operational.

DIMENSION: Stainless Steel Serving Counter with Laminate Front - 27' 0"

ITEM 23 DROP-IN COLD FOOD PAN (3 REQ'D)

Delfield Model N8143B

Drop-In Mechanically Cooled Pan, 3-pan size, 1" dia. drain, insulated pan, stainless steel inner liner & top, galvanized steel outer liner, includes adapter bars, self-contained refrigeration, cUL, UL, NSF7 (cut-out size 42.5" x 25"), 1/5 hp; 115v/60/1 ph, 4.0 amps, NEMA 5-15P

ITEM 24 SNEEZE GUARD (3 REQ'D)

Custom Fabrication

Provide and install Custom Fabricated Sneeze Guards. Sneeze guards shall be constructed from 304 stainless steel, 1-1/2" diameter, 16 gauge tube to dimensions shown below. The end panels have 3/4" radius corners with matching 1/4" clear tempered glass panels suspended on clips. The front and top glass is 3/8" thick tempered glass suspended on clips.

DIMENSION: Sneeze Guard – Self Serve - 48"

OPTIONS:

(3 ea) Hatco Model NLL-42 Glo-Ray® Narrow LED Display Light, 42" L, 3' bulb, On/Off rocker switch, 1-1/2" non-adjustable mounting bracket, 14w, .12 amps; 120v/60/1 ph: Gray granite color

ITEM 25 MICROWAVE CONVECTION OVEN (1 REQ'D)

ACP Model MXP22

Commercial Express Radiant/Convection/Microwave Oven, 3000w infrared radiant, 2000w convection, 2200w microwave, stainless steel interior & exterior, Catalytic converter filters grease laden air and vapors- UL-KNLZ Certified for ventless operation, touch control, 360 program memory, auto voltage sensor, cool touch exterior, drop down door, has a USB port and accepts standard flash drives, limited 3-yr warranty, 208-240v/60/1 ph, power consumption: 5700 total watts, 30 MCA, 5 ft. cord & NEMA 6-30P, SHIPS with PA10 oven paddle and CK10 sample cleaner and oven shield

ITEM 27 SNEEZE GUARD (1 REQ'D)

Custom Fabrication

Provide and install Custom Fabricated Sneeze Guards. Sneeze guards shall be constructed from 304 stainless steel, 1-1/2" diameter, 16 gauge tube to dimensions shown below. The end panels have 3/4" radius corners with matching 1/4" clear tempered glass panels suspended on clips. The front and top glass is 3/8" thick tempered glass suspended on clips.

DIMENSION: Sneeze Guard – Full Serve - 36"

ITEM 28 SOFFIT/CHASE & LIGHTING PACKAGE (1 REQ'D)

Custom Fabrication

Contractor shall provide and install a Soffit/Chase System complete with lighting components. Contractor shall provide concept for the soffit/chase system with bid documents. Contractor shall provide shop drawing detail and color renderings of the proposed soffit/chase above the serving counters. **NOTE:** Contractor must provide for electrical connection of all equipment in the serving counters as well as the lighting components of the soffit/chase system.

LIGHTING PACKAGE INCLUDES:

(16 ea) Pendant Adaptors

(16 ea) Light Bulb - 75 Watt - Tough Coat

(8 ea) 8' Track for lights

(8 ea) Starter track for lighting

(16 ea) Hatco Model DL-775-CN Decorative Lamp, (1) bulb type, 8-1/2" H x 10-1/2" Dia. shade, cord mount to canopy (overall length from 17" to any length)

ITEM 30 GUIDANCE RAILS (1 REQ'D)

Custom Fabrication

Provide and install Custom Fabricated Traffic Control Railing. Railing shall be constructed from 304 stainless steel, 16 gauge square, 2" x 2", tube. The frame is 42" tall with a bottom rail mounted 10" above the finished floor. The system can be surface mounted or core-drilled depending on the jobsite conditions.

OVERALL DIMENSION: 18'0"

ITEM 31 DIGITAL TV/MENU CONTENT (5 REQ'D)

Custom Fabrication – 5 Independent Stations

Contractor shall provide and install a five-station digital TV menu system which shall include custom menu and info-cast content. Contractor shall submit a complete listing of components and brands for approval prior to ordering. Components, at a minimum, shall include 42-55" Commercial TV screens (with a 2-year warranty), HDMI over Cat5 cables and extenders, digital media players, external hard drives, video/audio cables necessary for control in Manager's office (via 19" monitor). Contractor shall also provide custom menu and Info-Cast content for 5 individual stations. Content shall include a six-week rotating menu for five individual stations along with custom logos, videos and Public Service Announcements.

ITEM 32 DEMOLITION (1 REQ'D)

Contractor to allow for Demolition of the existing serving line. Contractor shall allow for dumpster, if needed.

ITEM 33 DELIVERY (1 REQ'D)

Pricing must include all necessary in-bound freight and delivery charges.

ITEM 34 INSTALLATION (1 REQ'D)

Contractor shall allow for turn-key Labor to install new serving lines.

ITEM 35 ELECTRICAL (1 REQ'D)

Contractor shall allow for turn-key electrical connection of new serving lines.

ITEM 36 PAINTING (1 REQ'D)

Contractor shall allow for Painting of the new servery space.

ITEM 37 PERMITS (1 REQ'D)

Contractor's pricing shall include all necessary Permits and Plans.

NESHAMINY HIGH SCHOOL – ALA CARTE/BREAKFAST KIOSK

SCOPE OF WORK

- A) Contractor must allow for turn-key installation to include site preparation, site clean-up, project management and scheduling of sub-contractors. Turn-key install to include allowance for plans and permits.
- B) Provide demolition and disposal of existing serving line. Contractor must provide a dumpster throughout demolition process, if needed.
- C) Provide and install new breakfast kiosk (counters and foodservice equipment).
- D) Paint breakfast kiosk area.
- E) Allow for all necessary plans and permits.
- F) All plumbing and electrical necessary for turn-key installation.

ITEM 1 COUNTER (1 REQ'D)

Custom Fabrication

Fabricate, provide and install custom fabricated stainless steel serving counter. Unit shall be 35" tall. Counterwork shall be constructed of 18-gauge type 304 stainless steel frame-work with 14 gauge type 304 stainless steel countertops and 7" stainless steel legs with adjustable feet. All free edges shall be formed down 90° for 1-1/2" turn back at 45° to create an overall 2" edge. All corners shall be fully welded and polished to match adjoining surface. Serving counter shall be all-welded construction and shall provide cutouts and skirting, as necessary, for all required drop-in equipment. Plastic laminate shall be applied to front of counter body. Plastic laminate color to be determined by business administrator and shall be a standard Pionite, Formica, Wilsonart or Nevamar laminate. Contractor shall provide "turn-key installation" which shall include all electrical components necessary to make new serving line operational.

DIMENSION: Serving Counter Without Trayrail- 12'0"

ITEM 2 AIRSCREEN MERCHANDISER (1 REQ'D)

Structural Concepts Model CO37R

Oasis Self-Service Refrigerated Case, 36-1/4"L, 79-5/8"H, Breeze-E (Type II) w/EnergyWise self-contained refrigeration system, (4) adjustable metal shelves, top light, (2) full end panels, 4"D removable wall spacer brackets, casters

OPTIONS:

Interior: Stainless steel, in lieu of standard

Exterior: Silver Laminate

Lighting: Add T-8 lights to shelves (4)

Cover: Add roll-down security cover, locking

ITEM 3 HEATED DISPLAY MERCHANDISER (1 REQ'D)

Hatco Model GRSDS-30D

Glo-Ray® Merchandising Warmer, counter model, (12) rods, pass thru design, with (2) shelves, forward-slanted shelves, stainless/aluminum construction, 30" long, 1530 watts, 4" legs; 120v/1 ph, 12.8 amps, NEMA 5-15P

ITEM 4 SNEEZE GUARD (1 REQ'D)

Custom Fabrication

Provide and install Custom Fabricated Sneeze Guards. Sneeze guards shall be constructed from 304 stainless steel, 1-1/2" diameter, 16 gauge tube to dimensions shown below. The end panels have 3/4" radius corners with matching 1/4" clear tempered glass panels suspended on clips. The front and top glass is 3/8" thick tempered glass suspended on clips.

DIMENSION: Sneeze Guard – Full Serve – 42"

OPTIONS:

- (1 ea) Hatco Model NLL-36 Glo-Ray® Narrow LED Display Light, 36" L, 2' bulb, On/Off rocker switch, 1-1/2" non-adjustable mounting bracket, 10w, .08 amps; 120v/60/1 ph: Gray granite color

ITEM 5 DROP-IN HEATED SHELF (1 REQ'D)

Hatco Model GRSBF-36-S

Glo-Ray® Drop In Heated Shelf with Flush Top, 37-1/2" x 25-1/2" surface area, hardcoat aluminum top, control thermostat, illuminated on/off switch & mounting bracket, 950 watts; 120v/60/1 ph, 950W, 7.9 amps, NEMA 5-15P

ITEM 6 REACH-IN REFRIGERATOR (1 REQ'D)

Traulsen Model G10010

Dealer's Choice Refrigerator, Reach-in, one-section, self-contained refrigeration, microprocessor controls, stainless steel front & full height door (hinged right), anodized aluminum sides & interior, (3) epoxy coated shelves (factory installed), 6" high casters, 1/5 HP, cULus, NSF, ENERGY STAR®; 115v/60/1ph, 5.8 amps, NEMA 5-15P; 3 year service/labor & 5 year compressor warranty

ITEM 7 PROOFER HOLDING CABINET (1 REQ'D)

Metro Model C539-CDC-U

C5™ 3 Series Heated Holding & Proofing Cabinet, with Red Insulation Armour™, mobile, full height, insulated, dutch clear polycarbonate doors, removable bottom mount control module, thermostat to 200°F, universal wire slides on 3" centers, adjustable on 1-1/2" increments (18) 18" x 26" or (34) 12" x 20" x 2-1/2" pan capacity, 5" casters (two with brakes), aluminum, 120v/60/1 ph, 2000 watts, 16.7 amps, NEMA 5-20P, UL, CUL, NSF

ITEM 8 CASH REGISTER – BY OWNER

ITEM 9 CROWD CONTROL STANCHION, PORTABLE (5 REQ'D)

Royal Industries Model ROY CCS 36 SS

Crowd Control/Guidance Stanchion, 36"H post, 12" dia. base, 6-1/2' retractable belt in four-way cassette, stainless steel finish

ITEM 10 ELECTRICAL (1 REQ'D)

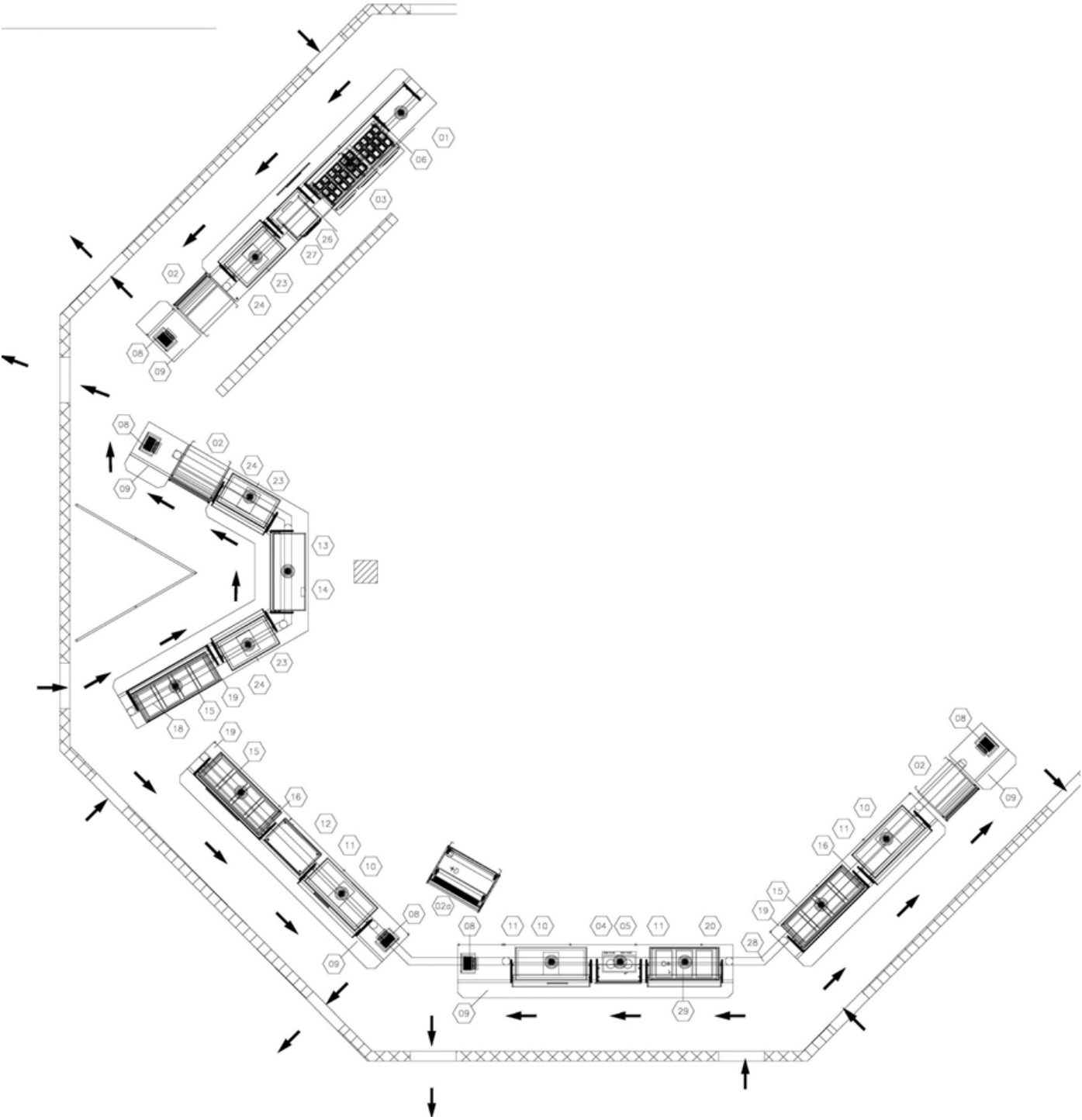
Contractor shall allow for turn-key electrical connection of new breakfast kiosk.

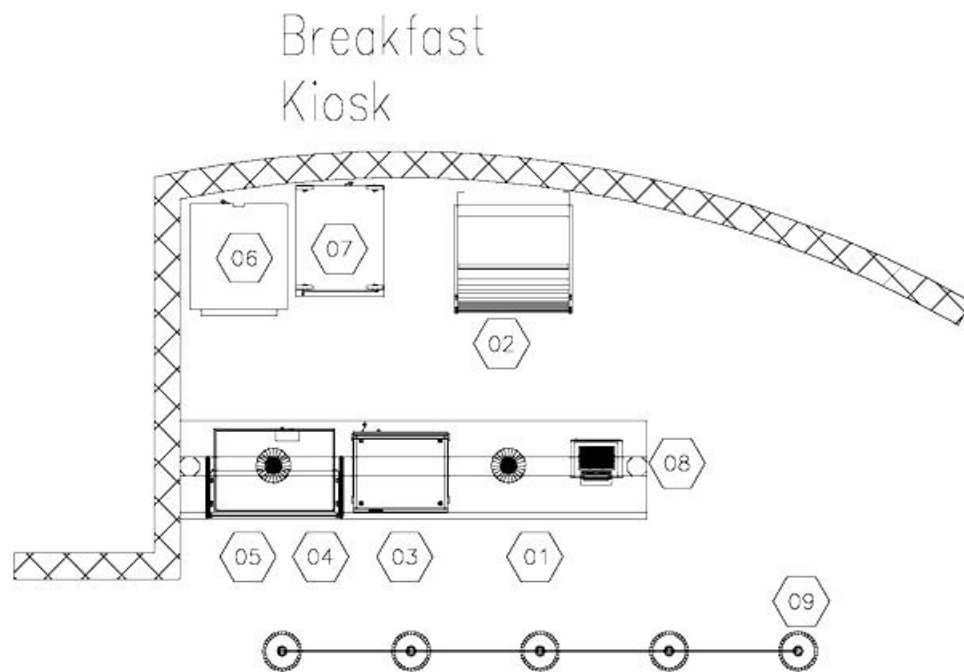
ITEM 11 INSTALLATION (1 REQ'D)

Contractor shall allow for turn-key Labor to install breakfast kiosk.

END OF SECTION 002 SPECIFICATIONS

ATTACHMENT A – NESHAMINY HIGH SCHOOL MAIN SERVERY LAYOUT





School Food Authority: Neshaminy School District Data for October 2014

Does not include Special Functions

Cost Responsibility Detail Sheet			
<p>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:</p>			
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		
Payroll Taxes	X		
Preparation and Processing Payroll	X		
Retirement	X		
Salaries/Wages	X		
Unemployment Compensation	X		
Workers Compensation	X		
<p>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).</p>			
Other Expenses	FSMC	SFA	N/A
*Paper/Disposable Supplies	X		
Cleaning/Janitorial Supplies	X		
*Tickets/Tokens & Printing of Menus	X		
China/Silverware/Glassware:	FSMC	SFA	N/A
Initial Inventory		X	
Replacement During Operation	X		
Telephone:	FSMC	SFA	N/A
Local		X	
Long Distance		X	
Uniforms	X		
*Linens	X		
Laundry	X		
Trash Removal:	FSMC	SFA	N/A
From Kitchen	X		
From Dining Area		X	
From Premises		X	
Pest Control		X	
Equipment Replacement:	FSMC	SFA	N/A
Expendable	X		
Non-expendable		X	

Cost Responsibility Detail Sheet (cont.)			
Equipment Repair:	FSMC	SFA	N/A
*Car/Truck Rental (include explanation in RFP)	X		
*Vehicle Maintenance		X	
*Courier Services (i.e., bank deposits, school deliveries)	X	X	
*Storage Costs:	FSMC	SFA	N/A
Food	X		
Supplies	X		
*Office Supplies	X		
*Printing	X		
*Promotional Materials	X		
*Employee Recruitment:	FSMC	SFA	N/A
Initial	X		
Replacement	X		
*Product and Public Liability:	FSMC	SFA	N/A
Equipment	X		
Insurance	X		
*Taxes:	FSMC	SFA	N/A
Sales	X		
Other	X		
*License Fees:	FSMC	SFA	N/A
Other: (add other expenses charged to the food service account. Overhead expenses incurred by the FSMC cannot be included)	X		
*Training:	FSMC	SFA	N/A
Training for FSMC and District Food Service Employees (Including Serv-Safe Training)	X		
Cleaning Responsibilities	FSMC	SFA	N/A
Cafeteria Walls	X		
Daily Routine Cleaning of Dining Room 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	
Serving Areas	X		
Thorough Cleaning of Dining Room Tables and Chairs		X	
Windows		X	
Window Coverings		X	
Other: (list below)			
Indirect Costs	FSMC	SFA	N/A
Utilities		X	
Indirect Labor		X	

NSLP Labor and Fringe Benefits to be completed by FSMC for FSMC Staff

[illegible]

[illegible]

The pay rates are for school year _____ to _____

Grand Total \$ -

MUST EQUAL POC

(Attachment 5a - Line 128)

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

NSLP Labor and Fringe Benefits to be completed by SFA for SFA Staff

Data based on 2014-15 except "Over Scheduled" and "Substitutes" are 2013-14 data.

Site Name	Position (include substitutes and retirees)	Hourly Rate	Daily Hours	# of Days Paid	Total Annual Wage	Type of Plan	Hospitalization	Retirement 21.4%	Social Security 7.65%	Unemployment .09%	Workman's Comp .44%	Hrs. Over Scheduled (based on 2013/14)	Cost/Hrs. Over Scheduled	Total Fringe	Total Labor and Fringe Benefits
Neshaminy HS	F-1 Gen'l Wrkr.	\$17.24	4	187	\$12,895.52	N/A	N/A	\$2,759.64	\$986.51	\$11.61	\$56.74	\$17.69	\$304.98	\$3,814.49	\$17,014.99
Neshaminy HS	F-1 Gen'l Wrkr.	\$12.95	4	186	\$9,634.80	N/A	N/A	\$2,061.85	\$737.06	\$8.67	\$42.39	\$17.36	\$224.81	\$2,849.97	\$12,709.59
Neshaminy HS	F-1 Gen'l Wrkr.	\$12.95	4.5	186	\$10,839.15	N/A	N/A	\$2,319.58	\$829.19	\$9.76	\$47.69	\$4.98	\$64.49	\$3,206.22	\$14,109.86
Neshaminy HS	F-2 Porter	\$17.24	4	187	\$12,895.52	N/A	N/A	\$2,759.64	\$986.51	\$11.61	\$56.74	\$0.80	\$13.79	\$3,814.49	\$16,723.81
Neshaminy HS	F-4 Cashier	\$18.20	5	187	\$17,017.00	N/A	N/A	\$3,641.64	\$1,301.80	\$15.32	\$74.87	\$0.74	\$13.47	\$5,033.63	\$22,064.10
Neshaminy HS	F-5 Dishwasher	\$18.20	4.25	187	\$14,464.45	N/A	N/A	\$3,095.39	\$1,106.53	\$13.02	\$63.64	\$6.22	\$113.20	\$4,278.58	\$18,856.24
Neshaminy HS	F-4 Cashier	\$18.20	3	187	\$10,210.20	N/A	N/A	\$2,184.98	\$781.08	\$9.19	\$44.92	\$21.36	\$388.75	\$3,020.18	\$13,619.13
Neshaminy HS	F-1 Gen'l Wrkr.	\$17.24	4	187	\$12,895.52	N/A	N/A	\$2,759.64	\$986.51	\$11.61	\$56.74	\$16.71	\$288.08	\$3,814.49	\$16,998.10
Neshaminy HS	F-1 Gen'l Wrkr.	\$17.24	4	187	\$12,895.52	N/A	N/A	\$2,759.64	\$986.51	\$11.61	\$56.74	\$8.71	\$150.16	\$3,814.49	\$16,860.18
Neshaminy HS	F-7 Cook Hlpr.	\$18.55	5.75	187	\$19,945.89	N/A	N/A	\$4,268.42	\$1,525.86	\$17.95	\$87.76	\$2.80	\$51.94	\$5,899.99	\$25,897.82
Neshaminy HS	F-1 Gen'l Wrkr.	\$17.24	1	187	\$3,223.88	N/A	N/A	\$689.91	\$246.63	\$2.90	\$14.19	\$4.36	\$75.17	\$953.62	\$4,252.67
Neshaminy HS	F-1 Gen'l Wrkr.	\$17.24	5.5	187	\$17,731.34	N/A	N/A	\$3,794.51	\$1,356.45	\$15.96	\$78.02	\$9.13	\$157.40	\$5,244.93	\$23,133.67
Neshaminy HS	F-1 Gen'l Wrkr.	\$17.24	4	187	\$12,895.52	N/A	N/A	\$2,759.64	\$986.51	\$11.61	\$56.74	\$4.81	\$82.92	\$3,814.49	\$16,792.94
Neshaminy HS	M-6 Ship/Rec.	\$23.12	5.75	187	\$24,859.78	N/A	N/A	\$5,319.99	\$1,901.77	\$22.37	\$109.38	\$0.24	\$5.55	\$7,353.52	\$32,218.85
Neshaminy HS	F-4 Cashier	\$18.20	4	187	\$13,613.60	N/A	N/A	\$2,913.31	\$1,041.44	\$12.25	\$59.90	\$22.79	\$414.78	\$4,026.90	\$18,055.28
Neshaminy HS	F-8 Cook	\$19.39	5.75	187	\$20,849.10	N/A	N/A	\$4,461.71	\$1,594.96	\$18.76	\$91.74	\$5.90	\$114.40	\$6,167.16	\$27,130.66
Neshaminy HS	F-6 Baker	\$18.55	5	187	\$17,344.25	N/A	N/A	\$3,711.67	\$1,326.84	\$15.61	\$76.31	\$9.76	\$181.05	\$5,130.43	\$22,655.73
Neshaminy HS	M-6 Ship/Rec.	\$17.35	5	187	\$16,222.25	N/A	N/A	\$3,471.56	\$1,241.00	\$14.60	\$71.38	\$1.31	\$22.73	\$4,798.54	\$21,043.52
Neshaminy HS	F-4 Cashier	\$18.20	3.25	187	\$11,061.05	N/A	N/A	\$2,367.06	\$846.17	\$9.95	\$48.67	\$5.72	\$104.10	\$3,271.86	\$14,437.01
Neshaminy HS	F-7 Cook Hlpr.	\$18.55	4	187	\$13,875.40	N/A	N/A	\$2,969.34	\$1,061.47	\$12.49	\$61.05	\$4.68	\$86.81	\$4,104.34	\$18,066.56
Neshaminy HS	F-7 Cook Hlpr.	\$18.55	5.75	187	\$19,945.89	N/A	N/A	\$4,268.42	\$1,525.86	\$17.95	\$87.76	\$4.29	\$79.58	\$5,899.99	\$25,925.46
Poquessing MS	F-5 Dishwash.	\$13.64	3	186	\$7,611.12	N/A	N/A	\$1,628.78	\$582.25	\$6.85	\$33.49	\$14.17	\$193.28	\$2,251.37	\$10,055.77
Poquessing MS	F-8 Cook Lead.	\$19.59	5.5	187	\$20,148.32	N/A	N/A	\$4,311.74	\$1,541.35	\$18.13	\$88.65	-\$0.51	-\$9.99	\$5,959.87	\$26,098.20
Poquessing MS	F-7 Cook Hlpr.	\$18.55	5	187	\$17,344.25	N/A	N/A	\$3,711.67	\$1,326.84	\$15.61	\$76.31	\$16.81	\$311.83	\$5,130.43	\$22,786.50
Poquessing MS	F-1 Gen'l Wrkr.	\$17.24	1	187	\$3,223.88	N/A	N/A	\$689.91	\$246.63	\$2.90	\$14.19	\$14.59	\$251.53	\$953.62	\$4,429.04
Poquessing MS	F-4 Cashier	\$18.20	3.5	187	\$11,911.90	N/A	N/A	\$2,549.15	\$911.26	\$10.72	\$52.41	\$11.67	\$212.39	\$3,523.54	\$15,647.83
Poquessing MS	F-2 Porter	\$12.00	3.5	186	\$7,812.00	N/A	N/A	\$1,671.77	\$597.62	\$7.03	\$34.37	\$1.60	\$19.20	\$2,310.79	\$10,141.99
Poquessing MS	F-1 Gen'l Wrkr.	\$12.95	3.5	186	\$8,430.45	N/A	N/A	\$1,804.12	\$644.93	\$7.59	\$37.09	\$8.75	\$113.31	\$2,493.73	\$11,037.49
Poquessing MS	F-4 Cashier	\$18.20	4.75	187	\$16,166.15	N/A	N/A	\$3,459.56	\$1,236.71	\$14.55	\$71.13	\$8.68	\$157.98	\$4,781.95	\$21,106.07
Sandburg MS	F-2 Porter	\$12.95	2.5	186	\$6,021.75	N/A	N/A	\$1,288.65	\$460.66	\$5.42	\$26.50	-\$3.27	-\$42.35	\$1,781.23	\$7,760.64
Sandburg MS	F-8 Cook	\$19.59	5.5	187	\$20,148.32	N/A	N/A	\$4,311.74	\$1,541.35	\$18.13	\$88.65	\$7.69	\$150.65	\$5,959.87	\$26,258.83
Sandburg MS	F-1 Gen'l Wrkr.	\$17.24	1	187	\$3,223.88	N/A	N/A	\$689.91	\$246.63	\$2.90	\$14.19	\$8.29	\$142.92	\$953.62	\$4,320.42
Sandburg MS	F-5 Dishwash.	\$13.64	3.5	186	\$8,879.64	N/A	N/A	\$1,900.24	\$679.29	\$7.99	\$39.07	\$0.26	\$3.55	\$2,626.60	\$11,509.78
Sandburg MS	F-1 Gen'l Wrkr.	\$12.95	2.5	187	\$6,054.13	N/A	N/A	\$1,295.58	\$463.14	\$5.45	\$26.64	\$20.66	\$267.55	\$1,790.81	\$8,112.48
Sandburg MS	F-4 Cashier	\$13.64	3.5	186	\$8,879.64	N/A	N/A	\$1,900.24	\$679.29	\$7.99	\$39.07	-\$4.46	-\$60.83	\$2,626.60	\$11,445.40

NSLP Labor and Fringe Benefits to be completed by SFA for SFA Staff

Data based on 2014-15 except "Over Scheduled" and "Substitutes" are 2013-14 data.

Site Name	Position (include substitutes and retirees)	Hourly Rate	Daily Hours	# of Days Paid	Total Annual Wage	Type of Plan	Hospitalization	Retirement 21.4%	Social Security 7.65%	Unemployment .09%	Workman's Comp .44%	Hrs. Over Scheduled (based on 2013/14)	Cost/Hrs. Over Scheduled	Total Fringe	Total Labor and Fringe Benefits
Sandburg MS	F-7 Cook Hlpr.	\$18.55	5	187	\$17,344.25	N/A	N/A	\$3,711.67	\$1,326.84	\$15.61	\$76.31	\$5.57	\$103.32	\$5,130.43	\$22,578.00
Sandburg MS	F-4 Cashier	\$18.20	3.25	187	\$11,061.05	N/A	N/A	\$2,367.06	\$846.17	\$9.95	\$48.67	\$1.45	\$26.39	\$3,271.86	\$14,359.30
Sandburg MS	F-1 Gen'l Wrkr.	\$12.95	3	186	\$7,226.10	N/A	N/A	\$1,546.39	\$552.80	\$6.50	\$31.79	\$2.72	\$35.22	\$2,137.48	\$9,398.80
Sandburg MS	F-1 Gen'l Wrkr.	\$17.24	3	187	\$9,671.64	N/A	N/A	\$2,069.73	\$739.88	\$8.70	\$42.56	\$9.88	\$170.33	\$2,860.87	\$12,702.84
Maple Point MS	F-6 Baker	\$18.55	5.5	187	\$19,078.68	N/A	N/A	\$4,082.84	\$1,459.52	\$17.17	\$83.95	\$6.75	\$125.21	\$5,643.47	\$24,847.36
Maple Point MS	F-1 Gen'l Wrkr.	\$12.95	3.5	187	\$8,475.78	N/A	N/A	\$1,813.82	\$648.40	\$7.63	\$37.29	\$1.91	\$24.73	\$2,507.13	\$11,007.64
Maple Point MS	F-5 Dishwash.	\$18.20	3	187	\$10,210.20	N/A	N/A	\$2,184.98	\$781.08	\$9.19	\$44.92	\$14.96	\$272.27	\$3,020.18	\$13,502.65
Maple Point MS	F-1 Gen'l Wrkr.	\$17.24	3.5	187	\$11,283.58	N/A	N/A	\$2,414.69	\$863.19	\$10.16	\$49.65	\$26.50	\$456.86	\$3,337.68	\$15,078.12
Maple Point MS	F-2 Porter	\$17.24	3	186	\$9,619.92	N/A	N/A	\$2,058.66	\$735.92	\$8.66	\$42.33	\$1.08	\$18.62	\$2,845.57	\$12,484.11
Maple Point MS	F-1 Gen'l Wrkr.	\$17.24	3.5	187	\$11,283.58	N/A	N/A	\$2,414.69	\$863.19	\$10.16	\$49.65	\$1.70	\$29.31	\$3,337.68	\$14,650.57
Maple Point MS	F-1 Gen'l Wrkr.	\$17.24	4	187	\$12,895.52	N/A	N/A	\$2,759.64	\$986.51	\$11.61	\$56.74	\$5.97	\$102.92	\$3,814.49	\$16,812.94
Maple Point MS	F-7 Cook Hlpr.	\$18.55	5	187	\$17,344.25	N/A	N/A	\$3,711.67	\$1,326.84	\$15.61	\$76.31	\$5.98	\$110.93	\$5,130.43	\$22,585.61
Maple Point MS	F-8 Cook	\$19.59	5.5	187	\$20,148.32	N/A	N/A	\$4,311.74	\$1,541.35	\$18.13	\$88.65	\$6.89	\$134.98	\$5,959.87	\$26,243.16
Maple Point MS	F-1 Gen'l Wrkr.	\$17.24	1	187	\$3,223.88	N/A	N/A	\$689.91	\$246.63	\$2.90	\$14.19	-\$0.80	-\$13.79	\$953.62	\$4,163.71
Maple Point MS	F-4 Cashier	\$18.20	3.5	187	\$11,911.90	N/A	N/A	\$2,549.15	\$911.26	\$10.72	\$52.41	\$5.31	\$96.64	\$3,523.54	\$15,532.08
Maple Point MS	F-4 Cashier	\$18.20	3.5	187	\$11,911.90	N/A	N/A	\$2,549.15	\$911.26	\$10.72	\$52.41	\$18.29	\$332.88	\$3,523.54	\$15,768.32
Buck ES	F-8 Cook Lead.	\$19.59	4.5	187	\$16,484.99	N/A	N/A	\$3,527.79	\$1,261.10	\$14.84	\$72.53	\$5.30	\$103.83	\$4,876.26	\$21,465.07
Buck ES	F-1 Gen'l Wrkr.	\$17.24	1	187	\$3,223.88	N/A	N/A	\$689.91	\$246.63	\$2.90	\$14.19	\$1.85	\$31.89	\$953.62	\$4,209.40
Buck ES	F-4 Cashier	\$18.20	4	187	\$13,613.60	N/A	N/A	\$2,913.31	\$1,041.44	\$12.25	\$59.90	\$7.20	\$131.04	\$4,026.90	\$17,771.54
Buck ES	F-5 Dishwash.	\$18.20	3	187	\$10,210.20	N/A	N/A	\$2,184.98	\$781.08	\$9.19	\$44.92	\$17.70	\$322.14	\$3,020.18	\$13,552.52
Everitt ES	F-5 Dishwash.	\$18.20	2.5	187	\$8,508.50	N/A	N/A	\$1,820.82	\$650.90	\$7.66	\$37.44	\$13.58	\$247.16	\$2,516.81	\$11,272.47
Everitt ES	F-8 Cook Lead.	\$19.59	4.5	187	\$16,484.99	N/A	N/A	\$3,527.79	\$1,261.10	\$14.84	\$72.53	\$3.63	\$71.11	\$4,876.26	\$21,432.36
Everitt ES	F-1 Gen'l Wrkr.	\$17.24	1	187	\$3,223.88	N/A	N/A	\$689.91	\$246.63	\$2.90	\$14.19	\$4.78	\$82.41	\$953.62	\$4,259.91
Everitt ES	F-4 Cashier	\$18.20	3.75	187	\$12,762.75	N/A	N/A	\$2,731.23	\$976.35	\$11.49	\$56.16	\$7.01	\$127.58	\$3,775.22	\$16,665.55
Heckman ES	F-1 Gen'l Wrkr.	\$17.24	1	187	\$3,223.88	N/A	N/A	\$689.91	\$246.63	\$2.90	\$14.19	\$4.70	\$81.03	\$953.62	\$4,258.53
Heckman ES	F-5 Dishwash.	\$18.20	2.5	187	\$8,508.50	N/A	N/A	\$1,820.82	\$650.90	\$7.66	\$37.44	\$8.77	\$159.61	\$2,516.81	\$11,184.93
Heckman ES	F-8 Cook Lead.	\$19.59	4.5	187	\$16,484.99	N/A	N/A	\$3,527.79	\$1,261.10	\$14.84	\$72.53	\$1.17	\$22.92	\$4,876.26	\$21,384.16
Heckman ES	F-4 Cashier	\$18.20	3.5	187	\$11,911.90	N/A	N/A	\$2,549.15	\$911.26	\$10.72	\$52.41	\$13.94	\$253.71	\$3,523.54	\$15,689.15
Hoover ES	F-8 Cook Lead.	\$19.59	4.5	187	\$16,484.99	N/A	N/A	\$3,527.79	\$1,261.10	\$14.84	\$72.53	\$2.05	\$40.16	\$4,876.26	\$21,401.40
Hoover ES	F-5 Dishwash.	\$12.00	3	185	\$6,660.00	N/A	N/A	\$1,425.24	\$509.49	\$5.99	\$29.30	\$6.60	\$79.20	\$1,970.03	\$8,709.23
Hoover ES	F-4 Cashier	\$18.20	3.5	187	\$11,911.90	N/A	N/A	\$2,549.15	\$911.26	\$10.72	\$52.41	\$5.48	\$99.74	\$3,523.54	\$15,535.18
Hoover ES	F-1 Gen'l Wrkr.	\$17.24	1	187	\$3,223.88	N/A	N/A	\$689.91	\$246.63	\$2.90	\$14.19	\$5.07	\$87.41	\$953.62	\$4,264.91
Hoover ES	F-4 Cashier	\$18.20	3.5	187	\$11,911.90	N/A	N/A	\$2,549.15	\$911.26	\$10.72	\$52.41	\$5.18	\$94.28	\$3,523.54	\$15,529.72
Lower Southampton ES	F-8 Cook Lead.	\$19.59	4.5	187	\$16,484.99	N/A	N/A	\$3,527.79	\$1,261.10	\$14.84	\$72.53	\$12.99	\$254.47	\$4,876.26	\$21,615.72
Lower Southampton ES	F-5 Dishwash.	\$13.64	2.5	186	\$6,342.60	N/A	N/A	\$1,357.32	\$485.21	\$5.71	\$27.91	\$21.90	\$298.72	\$1,876.14	\$8,517.46

NSLP Labor and Fringe Benefits to be completed by SFA for SFA Staff

Data based on 2014-15 except "Over Scheduled" and "Substitutes" are 2013-14 data.

Site Name	Position (include substitutes and retirees)	Hourly Rate	Daily Hours	# of Days Paid	Total Annual Wage	Type of Plan	Hospitalization	Retirement 21.4%	Social Security 7.65%	Unemployment .09%	Workman's Comp .44%	Hrs. Over Scheduled (based on 2013/14)	Cost/Hrs. Over Scheduled	Total Fringe	Total Labor and Fringe Benefits
Lower Southampton ES	F-4 Cashier	\$13.64	3.5	186	\$8,879.64	N/A	N/A	\$1,900.24	\$679.29	\$7.99	\$39.07	\$13.47	\$183.73	\$2,626.60	\$11,689.97
Lower Southampton ES	F-1 Gen'l Wrkr.	\$17.24	1	187	\$3,223.88	N/A	N/A	\$689.91	\$246.63	\$2.90	\$14.19	\$11.25	\$193.95	\$953.62	\$4,371.45
Walter Miller ES	F-8 Cook Lead.	\$19.59	4.5	187	\$16,484.99	N/A	N/A	\$3,527.79	\$1,261.10	\$14.84	\$72.53	\$7.12	\$139.48	\$4,876.26	\$21,500.72
Walter Miller ES	F-1 Gen'l Wrkr.	\$17.24	1	187	\$3,223.88	N/A	N/A	\$689.91	\$246.63	\$2.90	\$14.19	\$1.10	\$18.96	\$953.62	\$4,196.47
Walter Miller ES	F-4 Cashier	\$13.64	3.25	186	\$8,245.38	N/A	N/A	\$1,764.51	\$630.77	\$7.42	\$36.28	\$12.25	\$167.09	\$2,438.98	\$10,851.45
Walter Miller ES	F-5 Dishwash.	\$13.64	2.5	186	\$6,342.60	N/A	N/A	\$1,357.32	\$485.21	\$5.71	\$27.91	\$12.17	\$166.00	\$1,876.14	\$8,384.74
Ferderbar ES	F-1 Gen'l Wrkr.	\$17.24	3	187	\$9,671.64	N/A	N/A	\$2,069.73	\$739.88	\$8.70	\$42.56	\$13.45	\$231.88	\$2,860.87	\$12,764.39
Ferderbar ES	F-4 Cashier	\$18.20	3.5	187	\$11,911.90	N/A	N/A	\$2,549.15	\$911.26	\$10.72	\$52.41	\$10.69	\$194.56	\$3,523.54	\$15,630.00
Ferderbar ES	F-1 Gen'l Wrkr.	\$17.24	1.5	187	\$4,835.82	N/A	N/A	\$1,034.87	\$369.94	\$4.35	\$21.28	\$20.64	\$355.83	\$1,430.44	\$6,622.09
Ferderbar ES	F-5 Dishwash.	\$13.64	2.25	186	\$5,708.34	N/A	N/A	\$1,221.58	\$436.69	\$5.14	\$25.12	\$24.66	\$336.36	\$1,688.53	\$7,733.23
Schweitzer ES	F-4 Cashier	\$18.20	4	187	\$13,613.60	N/A	N/A	\$2,913.31	\$1,041.44	\$12.25	\$59.90	\$5.08	\$92.46	\$4,026.90	\$17,732.96
Schweitzer ES	F-1 Gen'l Wrkr.	\$17.24	1	187	\$3,223.88	N/A	N/A	\$689.91	\$246.63	\$2.90	\$14.19	\$0.85	\$14.65	\$953.62	\$4,192.16
Schweitzer ES	F-1 Gen'l Wrkr.	\$17.24	3.25	187	\$10,477.61	N/A	N/A	\$2,242.21	\$801.54	\$9.43	\$46.10	\$14.35	\$247.39	\$3,099.28	\$13,824.28
Neshaminy HS	Manager		7.5	199	\$45,613.00	2	\$ 20,456.40	\$9,761.18	\$3,489.39	\$41.05	\$200.70	N/A	\$0.00	\$33,948.73	\$79,561.73
Poq MS, Fer ES, LS ES	Manager		7.5	199	\$39,006.00	2	\$ 19,103.25	\$8,347.28	\$2,983.96	\$35.11	\$171.63	N/A	\$0.00	\$30,641.22	\$69,647.22
San MS, Sch ES, Hov ES	Manager		7.5	199	\$35,311.00	2	\$ 20,456.40	\$7,556.55	\$2,701.29	\$31.78	\$155.37	N/A	\$0.00	\$30,901.39	\$66,212.39
Maple Point MS, Hec ES	Manager		7.5	199	\$40,598.00	2	\$ 20,450.64	\$8,687.97	\$3,105.75	\$36.54	\$178.63	N/A	\$0.00	\$32,459.53	\$73,057.53
Evt ES, Buc ES, Mil ES	Manager		7.5	198	\$33,785.00	3	\$ 24,681.96	\$7,229.99	\$2,584.55	\$30.41	\$148.65	N/A	\$0.00	\$34,675.56	\$68,460.56
FS Office	Director		7	260	\$100,360.00	2	\$ 20,763.00	\$21,477.04	\$7,677.54	\$90.32	\$441.58	N/A	\$0.00	\$50,449.49	\$150,809.49
FS Office	S-5 Secretary	\$23.24	7	259	\$42,134.12	1	\$ 9,229.08	\$9,016.70	\$3,223.26	\$37.92	\$185.39	N/A	\$0.00	\$21,692.35	\$63,826.47
FS Office	S-6 Bookkeeper	\$23.23	7	259	\$42,115.99	3	\$ 24,123.36	\$9,012.82	\$3,221.87	\$37.90	\$185.31	N/A	\$0.00	\$36,581.27	\$78,697.26
Substitutes(based on 13/14)	N/A	\$9.00	Varies		\$23,587.40			\$5,047.70	\$1,804.44	\$0.00	\$0.00	N/A	\$0.00	\$6,852.14	\$30,439.54
Retiree	N/A	N/A	N/A	N/A	\$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$0.00	\$0.00	\$0.00
Totals					\$ 1,349,877.53		\$ 159,264.09	\$288,873.79	\$103,265.63	\$1,193.66	\$5,835.68	\$685.43	\$11,606.75	\$558,432.85	\$1,919,917.14

If Worker's Compensation cost is charged to the food service, what is the percentage? 0.44%

Less State FICA Credit \$51,632.82

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

Less State PSERS Credit \$144,436.90

The pay rates are for school year 7/1/2014 to 6/30/2015

Grand Total \$1,723,847.42

MUST EQUAL SFA LABOR & FRINGE EXPENSE

(Attachment 5a - Line 160)

SFA Site Listing General Data and Services to be Provided																		Attachment 4
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		Pre-K and/or Kindergarten	
Pearl S. Buck Elem.	143 Top Road Levittown, PA 19056	K-5	On Site Prep					X	X	X	Alacarte	X	X	X	Alacarte	NA	NA	177
Samuel Everitt Elem.	Forsythia Drive Levittown, PA 19056	K-5	On Site Prep					X	X	X	Alacarte	X	X	X	Alacarte	NA	NA	177
Joseph Ferderbar Elem	300 Heights Lane Feasterville, PA 19053	K-5	Bulk Satellite					X	X	X	Alacarte	X	X	X	Alacarte	NA	NA	177
Oliver Heckman Elem.	Maple Avenue & Cherry Street Langhorne	K-5	On Site Prep					X	X	X	Alacarte	X	X	X	Alacarte	NA	NA	177
Herbert Hoover Elem.	501 Trenton Road Penndel, PA 19047	K-5	On Site Prep					X	X	X	Alacarte	X	X	X	Alacarte	NA	NA	177
Lower Southampton Elem.	7 School Lane Feasterville, PA 19053	K-5	On Site Prep					X	X	X	Alacarte	X	X	X	Alacarte	NA	NA	177
Walter Miller Elem.	10 Cobalt Ridge Drive South Levittown	K-5	On Site Prep					X	X	X	Alacarte	X	X	X	Alacarte	NA	NA	177
Alber Schweitzer Elem.	Harmony Road Levittown, PA 19056	K-5	On Site Prep					X	X	X	Alacarte	X	X	X	Alacarte	NA	NA	177
Maple Point Middle	2250 Langhorne-Yardley Road Langhorne	6-8	On Site Prep					X	X	X	Alacarte	X	X	X	Alacarte	NA	NA	179
Poquessing Middle	300 Heights Lane Feasterville, PA 19053	6-8	On Site Prep					X	X	X	Alacarte	X	X	X	Alacarte	NA	NA	179
Carl Sandburg Midde	Harmony Road Levittown, PA 19056	6-8	On Site Prep					X	X	X	Alacarte	X	X	X	Alacarte	NA	NA	179
Neshaminy HS	2001 Old Lincoln Highway Langhorne	9-12	On Site Prep					X	X	X	Alacarte	X	X	X	Alacarte	NA	NA	179
Note: Grade levels to change in 2015-16; 5th grade moving to Middle School																		
Serving periods and meal times on SCHEDULE C - Schools, Lunch /Breakfast Times and Enrollement Data																		

¹ List grade groups that have access to meal service

² Indicate if site prepares meals on site or if the meals are satellited in bulk or self-prep

³ A reimbursable meal is to be offered that meets the standard established with the menus included as part of this proposal

NSLP PROJECTED OPERATING COSTS

Contract Begin Date 07/01/15
 Contract End Date 06/30/16
 Days of Service _____

School Food Authority Neshaminy School District
 FSMC Name _____

Section 1 - ACTUAL "IN-SCHOOL" REVENUE

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

BREAKFASTS:

		<u>MEALS</u>		<u>RATES</u>		
Elementary Paid	#	31,404	X	\$	1.000	= \$ 31,404.00
Elementary Tiered Paid	#	-	X	\$	-	= \$ -
Middle Paid	#	-	X	\$	-	= \$ -
Middle Tiered Paid	#	-	X	\$	-	= \$ -
Secondary Paid	#	42,269	X	\$	1.250	= \$ 52,836.25
Secondary Tiered Paid	#	-	X	\$	-	= \$ -
Reduced-Price	#	10,242	X	\$	0.300	= \$ 3,072.60
Adult Paid	#	-	X	\$	-	= \$ -
A la Carte Sales	#	70,529	X	\$	1.000	= \$ 70,528.78
Subtotal Breakfasts	#	154,444				\$ 157,841.63

LUNCHES:

Elementary Paid	#	151,973	X	\$	2.350	= \$ 357,136.55
Elementary Tiered Paid	#	-	X	\$	-	= \$ -
Middle Paid	#	-	X	\$	-	= \$ -
Middle Tiered Paid	#	-	X	\$	-	= \$ -
Secondary Paid	#	169,755	X	\$	2.850	= \$ 483,801.75
Secondary Tiered Paid	#	-	X	\$	-	= \$ -
Reduced-Price	#	33,415	X	\$	0.400	= \$ 13,366.00
Adult	#	93,883	X	\$	1.000	= \$ 93,883.40
A la Carte Sales	#	857,150	X	\$	1.000	= \$ 857,149.99
Subtotal Lunches	#	1,306,176				\$ 1,805,337.69

SNACKS/SUPPLEMENTS

Paid	#	-	X	\$	-	= \$ -
Reduced-Price	#	-	X	\$	-	= \$ -
Adult	#	-	X	\$	-	= \$ -
A la Carte Sales	#	-	X	\$	-	= \$ -
Subtotal Snacks/Supplements	#	-				\$ -

OTHER:

Special Milk						\$ -
Vending Machine Sales/Concession						\$ 10,890.44
Special Functions						\$ 44,427.07
Subtotal Other						\$ 55,317.51

Total "IN-SCHOOL" Revenue	#	1,460,620				\$ 2,018,496.83
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NSLP PROJECTED OPERATING COSTS

Section 2 - FEDERAL REIMBURSEMENTS**To Be Completed By SFA** (include SSO Reimbursements, if applicable)**BREAKFASTS:**

		<u>MEALS</u>		<u>RATES</u>			
Paid	#	73,673	X	\$	0.280	=	\$ 20,628.44
Free	#	90,132	X	\$	1.580	=	\$ 142,408.56
Free, Severe Need	#	-	X	\$	-	=	\$ -
Reduced	#	10,242	X	\$	1.280	=	\$ 13,109.76
Reduced, Severe Need	#	-	X	\$	-	=	\$ -
Subtotal Breakfasts	#	174,047					\$ 176,146.76

HIGH RATE LUNCHES:

Paid	#	-	X	\$	-	=	\$ -
Free	#	-	X	\$	-	=	\$ -
Reduced	#	-	X	\$	-	=	\$ -
Subtotal High Rate Lunches	#	-					\$ -

LOW RATE LUNCHES:

Paid	#	321,728	X	\$	0.280	=	\$ 90,083.84
Free	#	204,106	X	\$	2.930	=	\$ 598,030.58
Reduced	#	33,415	X	\$	2.530	=	\$ 84,539.95
Subtotal Low Rate Lunches	#	559,249					\$ 772,654.37

SNACKS/SUPPLEMENTS:

Paid	#	-	X	\$	-	=	\$ -
Free	#	-	X	\$	-	=	\$ -
Reduced	#	-	X	\$	-	=	\$ -
Subtotal Snacks/Supplements	#	-					\$ -

SPECIAL MILK

Paid	#	6,138	X	\$	0.203	=	\$ 1,242.95
Free	#	2,295	X	\$	0.320	=	\$ 734.63
Subtotal Special Milk	#	8,433					\$ 1,977.57

Performance Based Reimbursement (if certified)

Lunches	#	559,249	X	\$	0.060	=	\$ 33,554.94
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Total Federal Reimbursement	#	1,300,978					\$ 984,333.64
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NSLP PROJECTED OPERATING COSTS

Section 3 - STATE REIMBURSEMENTS**To Be Completed By SFA** (include SSO Reimbursements, if applicable)**BREAKFASTS:**

		<u>MEALS</u>		<u>RATES</u>			
Paid	#	73,673	X	\$	0.100	=	\$ 7,367.30
Free	#	90,132	X	\$	0.100	=	\$ 9,013.20
Free, Severe need	#	-	X	\$	-	=	\$ -
Reduced	#	10,242	X	\$	0.100	=	\$ 1,024.20
Reduced, Severe Need	#	-	X	\$	-	=	\$ -
Subtotal Breakfasts	#	174,047					\$ 17,404.70

LUNCHES:

Paid	#	321,728	X	\$	0.100	=	\$ 32,172.80
Free	#	204,106	X	\$	0.100	=	\$ 20,410.60
Reduced	#	33,415	X	\$	0.100	=	\$ 3,341.50
Breakfast Incentive <=20%	#	495,547	X	\$	0.020	=	\$ 9,910.94
Breakfast Incentive >20%	#	63,693	X	\$	0.020	=	\$ 1,273.86
Subtotal Lunches	#	1,118,489					\$ 67,109.70

Total State Reimbursement	#	1,292,536					\$ 84,514.40
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SUMMARY:

Total "IN SCHOOL" Revenue	\$ 2,018,496.83
Total All Reimbursements	\$ 1,068,848.04
Other Income (catering, pre-packaged meals sold to outside schools)	\$ 3,223.04
Interest Income	\$ 51.88

Total Revenue	\$ 3,090,619.79
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Commodity Usage @	\$0.2925	Per Reimbursable Lunches:	559,249	\$ (163,580.33)
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NSLP PROJECTED OPERATING COSTS

Section 4 - FSMC EXPENSES		
To be completed by FSMC		
	<u>TOTAL COST</u>	<u>COST/MEAL</u> (Only if Fixed Price Contract)
<u>EXPENSES:</u>		
Food Cost-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)	\$ -	NA
Commodity Delivery Charge*	\$ -	NA
Direct Labor and Benefits* Enter the gross amount paid for salaries and fringe benefits to FSMC foodservice workers	\$ -	NA
Direct Costs* Enter the cost for nonfood items, such as paper goods, supplies, equipment repairs, etc. Include other costs, such as catering, pre-packaged meals sold to out side schools and costs included in the RFP by the SFA.	\$ -	NA
Administrative Fee* Not Allowed (<input type="checkbox"/> Flat Fee <input type="checkbox"/> Price Per Meal <input type="checkbox"/> Both) <input type="checkbox"/> 10 months or <input type="checkbox"/> 12 months Enter the fee that will be charged to administer the program	Not Allowed	NA
FSMC Management Fee* (NA Flate Fee <input type="checkbox"/> Price Per Meal <input type="checkbox"/> Both) <input type="checkbox"/> 10 months or <input type="checkbox"/> 12 months Enter the fee that will be charged to manage the program	\$ -	NA
Sub-total Expenses/Total Cost Per Meal	\$ -	\$ -
Less Rebates, Discounts and Applicable Credits	\$ -	
		<u>SUMMARY</u>
	Total Revenue	\$ 3,090,619.79
Guarantee to SFA** \$ _____ -	Total Expenses	\$ (163,580.33)
Subtotal - School Nutrition Program-Profit or (Loss)		\$ 3,254,200.13

*All items must be itemized in full detail on the FSMC NSLP Budget Summary (Attachment 5c). Documentation must be provided outlining all methodologies used to calculate the Administrative and Management Fees.

**Guarantee to SFA - Documentation must be provided outlining all formulas, methodologies and contingencies.

NSLP PROJECTED OPERATING COSTS

Section 5 - SFA EXPENSES

To be completed by SFA

TOTAL COST**EXPENSES:****Direct Labor and Benefits*******\$0.00**

Enter the gross amount paid for salaries and fringe benefits to SFA foodservice workers

Direct Costs*****\$83,335.40**

Utilities, trash removal, etc.

Indirect Costs*****\$ -**

Administration, payroll processing, etc.

Sub-total Expenses**\$83,335.40****School Nutrition Program-Profit or (Loss)****\$ 3,170,864.73**

***All items must be itemized in full detail on the SFA NSLP Budget Summary (Attachment 5d).

FSMC		
NSLP Budget Summary Itemized in Full Detail		
(Note - These costs must equal what is entered on the POC)		
		<u>Total Cost</u>
Food Cost	\$	-
Actual cost of food including commodities and processing (Do not include rebates, discounts and credits)		
Commodity Delivery Charge	\$	-
Direct Labor and Benefits		
FSMC Labor Cost	\$	-
FSMC Fringe Cost	\$	-
	\$	-
Direct Costs		
Accounting	\$	-
Background Checks, Fingerprinting , and/or Drug Testing	\$	-
Car/Truck Rental 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	\$	-
Postage	\$	-
Promotional Materials (Program Specific)	\$	-
Smallware/Replacement Wares	\$	-
Staff Training and Certification	\$	-
Storage Costs (Food and/or supplies)	\$	-

FSMC			
NSLP Budget Summary Itemized in Full Detail			
(Note - These costs must equal what is entered on the POC)			
			<u>Total Cost</u>
Direct Costs (continued)			
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		\$	-
Catering, prepackaged meals sold to outside schools		\$	-
Other Costs included in the RFP (Section Q) required of the FSMC by the SFA (Must Itemize)			
District Direct Cost - POS System Charges Listed In SFA NSLP Bdgt Summary Page		-	
District Direct Cost - Contract Monitoring		\$	19,200.00
Renovation to HS Serving Line (\$375,000 amortized over 5 years)		\$	75,000.00
		\$	-
		\$	-
		\$	94,200.00
Administrative Fee (Must Itemize) NOT ALLOWED			
(Cannot include any costs already covered in other categories)			
Check one box or both boxes if combined <input type="checkbox"/>	<u>Flat Fee</u>	<input type="checkbox"/>	<u>Price Per Meal</u>
	NA		NA
	NA		NA
	NA		NA
	NA		NA
	NA		NA
			\$ -
FSMC Management Fee (Must Be Cents Per Meal Only)			
Check one box or both boxes if combined <input type="checkbox"/>	<u>Flat Fee</u>	<input type="checkbox"/>	<u>Price Per Meal</u>
	NA		\$ -
			\$ -
Sub-total Expenses		\$	94,200.00
Less Rebates, Discounts, and Applicable Credits		\$	-
Total Expenses/Price per meal		\$	94,200.00

SFA	
NSLP Budget Summary Itemized in Full Detail	
(Note - These costs must equal what is entered on the POC)	
	<u>Total Cost</u>
Direct Labor and Benefits	
SFA Labor Cost	
SFA Fringe Cost	
	\$ -
Direct Costs	
Sub Contractor	-
Food Costs -(Food, Beverages, Delivery Charges, Commodites)	-
Supplies Expense (office supplies, Cleaning, Disposables	-
Promotion Expense	-
Training Dues and Expense (Employee training and PASBO & SNA Membership)	-
Smallwares	-
Equipment Repairs & Maintenance (Equip Repairs, PCS & Horizon Yearly Contract)	\$ 25,207.26
Travel Expense (Managers and Director)	-
Depreciation Expense	\$ 58,128.14
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ 83,335.40
Indirect Costs	
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
Total Expenses	\$ 83,335.40

National School Lunch Program (NSLP) Reimbursement Rates-2014-15													
Description	High Lunch	Low Lunch	Severe Need Breakfast	Regular Breakfast	Special Milk	Area Eligible Snack	Regular Snack						
Paid	\$0.30	\$0.28	\$0.28	\$0.28	\$0.23		\$0.07						
Free	\$3.00	\$2.98	\$1.93	\$1.62		\$0.82	\$0.82						
Reduced	\$2.60	\$2.58	\$1.63	\$1.32			\$0.41						
State Reimbursement Rates		<table><tr><th colspan="2">Performance Based Reimbursement</th></tr><tr><th>Description</th><th>Rate</th></tr><tr><td>Lunch</td><td>\$0.06</td></tr></table>						Performance Based Reimbursement		Description	Rate	Lunch	\$0.06
Performance Based Reimbursement													
Description	Rate												
Lunch	\$0.06												
Description	Rate												
Lunch	\$0.10												
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			
Meals	Operating Rates	Administrative Rates	
		Rural and All Self-Preparations Sites	Vended Urban Sites
Breakfast	\$1.84	\$0.1825	\$0.1450
Lunch	\$3.21	\$0.3350	\$0.2775
Supper	\$3.21	\$0.3350	\$0.2775
AM Snack	\$0.75	\$0.0900	\$0.0725
PM Snack	\$0.75	\$0.0900	\$0.0725

Attachment 6 – 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 - Amount of \$100,000.00		
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 3a - NSLP Labor and Fringe Benefits for FSMC Staff		
7.	Attachment 5a - NSLP Projected Operating Costs		
9.	Attachment 5c - NSLP Budget Summary Itemized in Full Detail		
10.	Attachment 6 - Checklist for Required Forms		
11.	Attachment 7 - FSMC Financial Summary		
12.	Attachment 8 - Calculation of FSMC Management Fee & Projected Participation		
13.	Attachment 9 - FSMC Offering Summary		
14.	Attachment 10 - FSMC List of School Districts Served		
15.	Attachment 11 - 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, 2015. 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 6), proposal guarantees, financial statements, etc. Attachments 3a, 5a, 5c, 6, 7, 8, 9, 10 & 11 must be submitted as both a hard copy and electronically (on a USB drive as an 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?		

ATTACHMENT 7 - FSMC FINANCIAL SUMMARY

Neshaminy School District School Year 2015 --- 2016

All Labor on FSMC Payroll

BREAKEVEN	\$0.00
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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)

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 cle		
2.	Is three person on-site management team provided?		
3.	Is a description of fringe benefits for FSMC employees provided?		
4.	Are student/adult meals prices increased?		
5.	Are ala carte prices increased?		
6.	Proposed price list included?		
7.	Do you operate at least 10 school district programs who are on the NSLP?		
8.	Will the food served be prepared on site?		
9.	Have you inspected and visited all schools?		
10.	Have you found all equipment and facilities to be satisfactory? If not attach recommendations.		
11.	Are you making an investment to upgrade the program? (this does not include marketing, signage, smallwa		
12.	Is the FSMC returning all rebates, volume discount and or manufactures allowances to the LEA?		
13.	Did you include the projected value of commodities received when calculating food expense in		
	a. If yes, what was the projected value of commodities?		
14.	Did your proposed financials anticipate an increase in reimbursements?		
	a. If yes, what percentage increase in reimbursements was factored in?		

Attachment 8 - Calculation of FSMC Management Fee & Projected Participation

CALCULATION OF CENTS PER MEAL MANAGEMENT FEE

FSMC Cents Per Meal/Meal Equivalent Fee: \$0.0000

All meal equivalents to be calculated on a factor of: \$3.3925

Projected Annualized Student Reimbursable Meals (B & L)	0	@	\$0.0000	=	\$0.00
Projected Annualized Student Reimbursable Snacks	0	@	\$0.0000	=	\$0.00
Projected Annualized A la Carte Meal Equivalents	0	@	\$0.0000	=	\$0.00
Other (<i>Specify</i>):	0	@	\$0.0000	=	\$0.00
	0	@	\$0.0000	=	\$0.00
TOTAL FSMC FEE					\$0.00

This is a projected calculation. Actual fee may be greater than or less than projected amount. Management fee is directly related to student participation and district revenue.

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

Attachment 9 - 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		
Number of POS Stations		
Middle Schools		
Number of POS Stations		
Number of Daily Elementary School Entrees and Description of Offering		
Number of Daily Entrees	Brief Description	
Number of POS Stations		

Attachment 10 - 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:	
Name of Public School District		
Address:		
City, State, Zip:		
Contact Name & Title:		
Phone Number:	Who's Payroll Employees On:	

Attachment 10 - FSMC List of School Districts Served			
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:	

Attachment 11 - FSMC Provides All Labor Proposed Staffing, Hours, Wages & Benefits

All Staff On FSMC Payroll, Must List All Proposed Positions Including Management

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	
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	
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	

Attachment 11 - FSMC Provides All Labor Proposed Staffing, Hours, Wages & Benefits

All Staff On FSMC Payroll, Must List All Proposed Positions Including Management

No.	Position	Assigned School	Hourly Pay	Hours Per Day	Days Per Year	Total Annual Wages	Is Position Eligible for Health Benefits (Yes or No)
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	
81.			\$0.00	0	0	\$0.00	
82.			\$0.00	0	0	\$0.00	
83.			\$0.00	0	0	\$0.00	
84.			\$0.00	0	0	\$0.00	
85.			\$0.00	0	0	\$0.00	
86.			\$0.00	0	0	\$0.00	
87.			\$0.00	0	0	\$0.00	
88.			\$0.00	0	0	\$0.00	
89.			\$0.00	0	0	\$0.00	
90.			\$0.00	0	0	\$0.00	
91.			\$0.00	0	0	\$0.00	
92.			\$0.00	0	0	\$0.00	
93.			\$0.00	0	0	\$0.00	
94.			\$0.00	0	0	\$0.00	
95.			\$0.00	0	0	\$0.00	
96.			\$0.00	0	0	\$0.00	
97.			\$0.00	0	0	\$0.00	
98.			\$0.00	0	0	\$0.00	
99.			\$0.00	0	0	\$0.00	
100.			\$0.00	0	0	\$0.00	
Total		0	\$0.00	0	0	\$0.00	

Attachment 11 - **FSMC Provides All Labor** Proposed Staffing, Hours, Wages & Benefits

All Staff On FSMC Payroll, Must List All Proposed Positions Including Management

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	
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	
Total		0	\$0.00	0	0	\$0.00	

**Neshaminy
Elementary
Schools**



**Breakfast \$1.00
Lunch \$2.35**

Menus for October 2014

USDA is an equal opportunity provider and employer.

AVAILABLE DAILY

*Other Breakfast Choices:

Cereal, Bagel, Breakfast Bun, PopTart or French Toast Sticks, and each Breakfast comes with Fruit or 100% Fruit Juice and Milk. You must choose 3 out of 4 items offered and one MUST be a fruit.

**Other Lunch Choice:

Hot Dog, Burger, Salad w/Topping Choice, Pizza, or Cheese, Tuna or PB&J[®] Sandwich. You must choose 3 out of 5 items offered and one must be a fruit or veggie.



[®]Made with Sunbutter due to allergies

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!



Prepay your child's breakfast and/or lunch and see balances and meals eaten on the web using your debit or credit card for \$1.95 per deposit. Learn more at www.paypams.com.

You can also prepay meals by sending payment in with your child or through the mail. Be sure to include your child's name, homeroom, grade and keypad #.



**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

Wednesday, October 1

Breakfast*

**Breakfast Sandwich or
Mini Pancakes or
other Breakfast Choice**

Lunch**

**Domino's Pizza
or Other Lunch Choice
Carrot Coins or
Celery Sticks /Dip
Diced Pears or
Fresh Fruit or Juice
Choice
Milk Choice**

Thursday, October 2

Breakfast*

**Breakfast Sandwich or
Pancake/Sausage Stick or
other Breakfast Choice**

Lunch**

**Taco w/wo Fixings
or Other Lunch Choice
Garbanzo Beans or
Cucumber Coins/Dip
Mandarin Oranges or
Fruit Juice or Juice
Choice
Milk Choice**

Friday, October 3

Breakfast*

**Breakfast Sandwich or
Pancake/Sausage Stick or
other Breakfast Choice**

Lunch**

**Mini Pancakes
w/wo Sausage or
or Other Lunch Choice
Hash Brown Potato
or Fresh Broccoli/Dip
Sliced Apples or
Fresh Fruit or Juice
Choice
Milk Choice**

DON'T GET!

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

Monday, October 6

Breakfast*

**Breakfast Sandwich or
Mini Pancakes or
other Breakfast Choice**

Lunch**

**Max Stix
or Other Lunch Choice
Sweet Potato Gems or
Baby Carrots/Dip
Pineapple Tidbits or
Fresh Fruit or Juice
Choice
Milk Choice**

Tuesday, October 7

Breakfast*

**Breakfast Sandwich or
Pancake/Sausage Stick or
other Breakfast Choice**

Lunch**

**Chicken Sticks
or Other Lunch Choice
Steamy Spinach
Grape Tomatoes/Dip
Peaches or
Fresh Fruit or Juice
Choice
Milk Choice**

Wednesday, October 8

Breakfast*

**Breakfast Sandwich or
Mini Pancakes or
other Breakfast Choice**

Lunch**

**Domino's Pizza
or Other Lunch Choice
Green Beans or
Celery Sticks /Dip
Mandarin Oranges or
Fresh Fruit or Juice
Choice
Milk Choice**

Thursday, October 9

Breakfast*

**Breakfast Sandwich or
Pancake/Sausage Stick or
other Breakfast Choice**

Lunch**

**Pasta w/wo Meatballs
w/wo Dinner Roll
or Other Lunch Choice
Garden Peas or
Cucumber Coins/Dip
Mixed Fruit or
Fresh Fruit or Juice
Choice
Milk Choice**

Friday, October 10

Breakfast*

**Breakfast Sandwich or
Mini Pancakes or
other Breakfast Choice**

Lunch**

**Mini Corn Dogs
or Other Lunch Choice
Baked Beans or
Fresh Broccoli/Dip
Diced Pears or
Fresh Fruit or Juice
Choice
Milk Choice**

HELP!

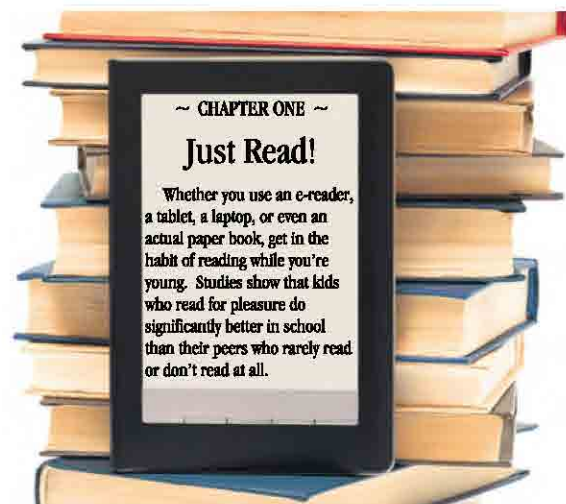
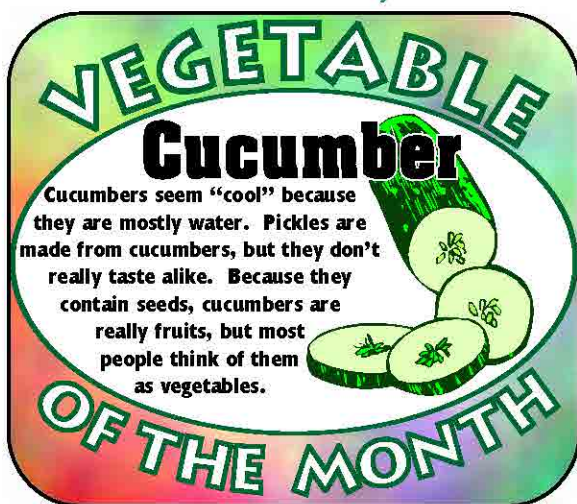
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SOURCE 4 TEACHERS
Educational Staffing Solutions

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

Whole Wheat or Whole Grain is used in all grain products except pasta until an acceptable product to students is available.

**Menu subject to
change.**



Monday, October 13

Breakfast*

Breakfast Sandwich or
Mini Pancakes or
other Breakfast Choice

Lunch**

Mozzarella Sticks
or Other Lunch Choice
Green Beans or
Baby Carrots/Dip
Peach Slices or
Fresh Fruit or
Juice Choice
Milk Choice

Tuesday, October 14

Breakfast*

Breakfast Sandwich or
Pancake/Sausage Stick or
other Breakfast Choice

Lunch**

Baked Breaded Chicken
w/wo Dinner Roll
or Other Lunch Choice
Broccoli Florets or
Grape Tomatoes/Dip
Peach Slices or
Fresh Fruit or
Juice Choice
Milk Choice

Wednesday, October 15

Breakfast*

Breakfast Sandwich or
Mini Pancakes or
other Breakfast Choice

Lunch**

Domino's Pizza
or Other Lunch Choice
Carrot Coins or
Celery Sticks /Dip
Mandarin Oranges or
Fresh Fruit or
Juice Choice
Milk Choice

Thursday, October 16

Breakfast*

Breakfast Sandwich or
Pancake/Sausage Stick or
other Breakfast Choice

Lunch**

Nachos
or Other Lunch Choice
Refried Beans or
Cucumber Coins/Dip
Pineapples or
Fresh Fruit or
Juice Choice
Milk Choice

Friday, October 17

Breakfast*

Breakfast Sandwich or
Mini Pancakes or
other Breakfast Choice

Lunch**

Shrimp Popcorn
w/wo Brown Rice
or Other Lunch Choice
Tasty Corn or
Fresh Broccoli/Dip
Diced Pears or
Fresh Fruit or
Juice Choice
Milk Choice

Monday, October 20

Breakfast*

Breakfast Sandwich or
Mini Pancakes or
other Breakfast Choice

Lunch**

Calzonettes
or Other Lunch Choice
Baked Fries or
Baby Carrots/Dip
Applesauce/Cin. or
Fresh Fruit or
Juice Choice
Milk Choice

Tuesday, October 21

Breakfast*

Breakfast Sandwich or
Pancake/Sausage Stick or
other Breakfast Choice

Lunch**

Chicken Patty Sandwich
or Other Lunch Choice
Garden Peas or
Grape Tomatoes/Dip
Chilled Mixed Fruit or
Fresh Fruit or
Juice Choice
Milk Choice

Wednesday, October 22

Breakfast*

Breakfast Sandwich or
Mini Pancakes or
other Breakfast Choice

Lunch**

Domino's Pizza
or Other Lunch Choice
Garbanzo Beans or
Celery Stix/Dip
Diced Pears or
Fresh Fruit or
Juice Choice
Milk Choice

Thursday, October 23

Breakfast*

Breakfast Sandwich or
Pancake/Sausage Stick or
other Breakfast Choice

Lunch**

Cheesesteak Sandwich
or Other Lunch Choice
Sweet Potato Gems or
Cucumber Coins/Dip
Mandarin Oranges or
Fresh Fruit or
Juice Choice
Milk Choice

Friday, October 24

Breakfast*

Breakfast Sandwich or
Mini Pancakes or
other Breakfast Choice

Lunch**

Cheese Quesadilla
or Other Lunch Choice
Steamy Spinach or
Fresh Broccoli /Dip
Peach Slices or
Fresh Fruit or
Juice Choice
Milk Choice

Monday, October 27

Breakfast*

Breakfast Sandwich or
Mini Pancakes or
other Breakfast Choice

Lunch**

Mini Pizza Bagels
or Other Lunch Choice
Broccoli Florets or
Baby Carrots/Dip
Mixed Fruit or
Fresh Fruit or
Juice Choice
Milk Choice

Tuesday, October 28

Breakfast*

Breakfast Sandwich or
Pancake/Sausage Stick or
other Breakfast Choice

Lunch**

Popcorn Chicken
w/wo Dinner Roll
or Other Lunch Choice
Cauliflower or
Grape Tomatoes/Dip
Applesauce or
Fresh Fruit or
Juice Choice
Milk Choice

Wednesday, October 29

Breakfast*

Breakfast Sandwich or
Mini Pancakes or
other Breakfast Choice

Lunch**

Domino's Pizza
or Other Lunch Choice
Carrot Coins or
Celery Sticks /Dip
Diced Pears or
Fresh Fruit or
Juice Choice
Milk Choice

Thursday, October 30

Breakfast*

Breakfast Sandwich or
Pancake/Sausage Stick or
other Breakfast Choice

Lunch**

NEW
Mini Tacos
or Other Lunch Choice
Garbanzo Beans
Cucumber Coins/Dip
Pineapple Tidbits or
Fresh Fruit Choice
Milk Choice

Friday, October 31

Breakfast*

Breakfast Sandwich or
Mini Pancakes or
other Breakfast Choice

Lunch**

French Toast Sticks
w/wo Sausage
or Other Lunch Choice
Hash Brown Potato or
Fresh Broccoli/Dip
Sliced Apples or
Fresh Fruit or
***FREE* Chillin Bat Icee**
Milk Choice

HAPPY HALLOWEEN

Neshaminy

High

School



Breakfast \$1.25

Lunch \$2.85

Menus for October 2014

USDA is an equal opportunity provider and employer.

AVAILABLE DAILY

***Other Breakfast Choices:**
Cereal, Bagel, Breakfast Bun, PopTart or French Toast Sticks, and each Breakfast comes with Fruit or 100% Fruit Juice and Milk. You must choose 3 out of 4 items offered and one MUST be a fruit.

****Other Lunch Choice:**
Chicken Sandwich, Burger, Salad w/ Topping Choice, Domino's Pizza, or Hoagie Choice. You must choose 3 out of 5 items offered and one MUST be a fruit or veggie.



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!

PAYPAMS

Prepay your child's breakfast and/or lunch and see balances and meals eaten on the web using your debit or credit card for \$1.95 per deposit. Learn more at www.paypams.com.

You can also prepay meals by sending payment in with your child or through the mail. Be sure to include your child's name, homeroom, grade and keypad #.

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

Wednesday, October 1

Breakfast*
Breakfast Sandwich or Mini Pancakes or other Breakfast Choice

Lunch**
Big Daddy's Pizza or Other Lunch Choice
Carrot Coins or Celery Sticks /Dip
Diced Pears or Fresh Fruit or Juice Choice
Milk Choice

Thursday, October 2

Breakfast*
Breakfast Sandwich or Pancake/Sausage Stick or other Breakfast Choice

Lunch**
Taco w/wo Fixings or Other Lunch Choice
Garbanzo Beans or Cucumber Coins/Dip
Mandarin Oranges or Fruit Juice or Juice Choice
Milk Choice

Friday, October 3

Breakfast*
Breakfast Sandwich or Pancake/Sausage Stick or other Breakfast Choice

Lunch**
Mini Pancakes w/wo Sausage or or Other Lunch Choice
Hash Brown Potato or Fresh Broccoli/Dip
Sliced Apples or Fresh 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 6

Breakfast*
Breakfast Sandwich or Mini Pancakes or other Breakfast Choice

Lunch**
Max Stix or Other Lunch Choice
Sweet Potato Gems or Baby Carrots/Dip
Pineapple Tidbits or Fresh Fruit or Juice Choice
Milk Choice

Tuesday, October 7

Breakfast*
Breakfast Sandwich or Pancake/Sausage Stick or other Breakfast Choice

Lunch**
Chicken Sticks or Other Lunch Choice
Steamy Spinach Grape Tomatoes/Dip
Peaches or Fresh Fruit or Juice Choice
Milk Choice

Wednesday, October 8

Breakfast*
Breakfast Sandwich or Mini Pancakes or other Breakfast Choice

Lunch**
Stuffed Crust Pizza or Other Lunch Choice
Green Beans or Celery Sticks /Dip
Mandarin Oranges or Fresh Fruit or Juice Choice
Milk Choice

Thursday, October 9

Breakfast*
Breakfast Sandwich or Pancake/Sausage Stick or other Breakfast Choice

Lunch**
Pasta w/wo Meatballs w/wo Dinner Roll or Other Lunch Choice
Garden Peas or Cucumber Coins/Dip
Mixed Fruit or Fresh Fruit or Juice Choice
Milk Choice

Friday, October 10

Breakfast*
Breakfast Sandwich or Mini Pancakes or other Breakfast Choice

Lunch**
Mini Corn Dogs or Other Lunch Choice
Baked Beans or Fresh Broccoli/Dip
Diced Pears or Fresh Fruit or Juice Choice
Milk Choice

HELP!

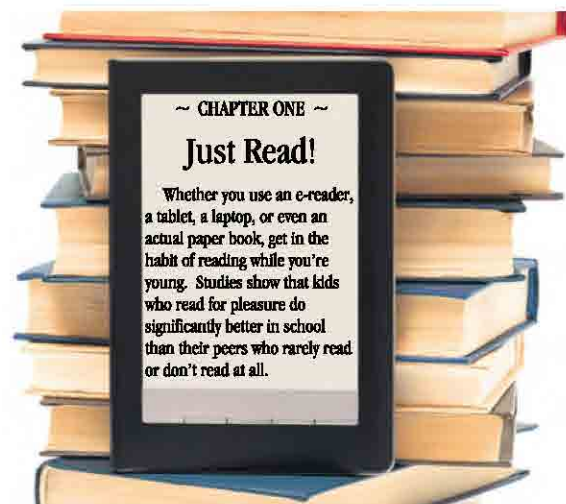
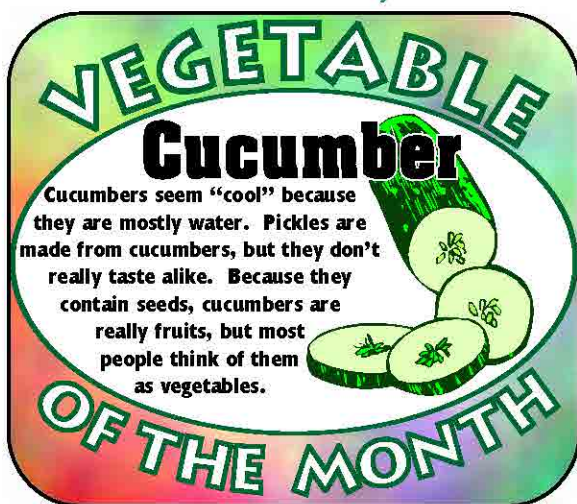
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SOURCE 4 TEACHERS
Educational Staffing Solutions

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

Whole Wheat or Whole Grain is used in all grain products except pasta until an acceptable product to students is available.

Menu subject to change.



Monday, October 13

Breakfast*

Breakfast Sandwich or
Mini Pancakes or
other Breakfast Choice

Lunch**

Mozzarella Sticks
or Other Lunch Choice
Green Beans or
Baby Carrots/Dip
Peach Slices or
Fresh Fruit or
Juice Choice
Milk Choice

Tuesday, October 14

Breakfast*

Breakfast Sandwich or
Pancake/Sausage Stick or
other Breakfast Choice

Lunch**

Baked Breaded Chicken
w/wo Dinner Roll
or Other Lunch Choice
Broccoli Florets or
Grape Tomatoes/Dip
Peach Slices or
Fresh Fruit or
Juice Choice
Milk Choice

Wednesday, October 15

Breakfast*

Breakfast Sandwich or
Mini Pancakes or
other Breakfast Choice

Lunch**

French Bread Pizza
or Other Lunch Choice
Carrot Coins or
Celery Sticks /Dip
Mandarin Oranges or
Fresh Fruit or
Juice Choice
Milk Choice

Thursday, October 16

Breakfast*

Breakfast Sandwich or
Pancake/Sausage Stick or
other Breakfast Choice

Lunch**

Nachos
or Other Lunch Choice
Refried Beans or
Cucumber Coins/Dip
Pineapples or
Fresh Fruit or
Juice Choice
Milk Choice

Friday, October 17

Breakfast*

Breakfast Sandwich or
Mini Pancakes or
other Breakfast Choice

Lunch**

Shrimp Popcorn
w/wo Brown Rice
or Other Lunch Choice
Tasty Corn or
Fresh Broccoli/Dip
Diced Pears or
Fresh Fruit or
Juice Choice
Milk Choice

Monday, October 20

Breakfast*

Breakfast Sandwich or
Mini Pancakes or
other Breakfast Choice

Lunch**

Calzonettes
or Other Lunch Choice
Sweet Corn or
Baby Carrots/Dip
Applesauce/Cin. or
Fresh Fruit or
Juice Choice
Milk Choice

Tuesday, October 21

Breakfast*

Breakfast Sandwich or
Pancake/Sausage Stick or
other Breakfast Choice

Lunch**

Teriyaki Chicken
w/wo Brown Rice
or Other Lunch Choice
Garden Peas or
Grape Tomatoes/Dip
Chilled Mixed Fruit or
Fresh Fruit or
Juice Choice
Milk Choice

Wednesday, October 22

Breakfast*

Breakfast Sandwich or
Mini Pancakes or
other Breakfast Choice

Lunch**

Big Daddy's Pizza
or Other Lunch Choice
Garbanzo Beans or
Celery Stix/Dip
Diced Pears or
Fresh Fruit or
Juice Choice
Milk Choice

Thursday, October 23

Breakfast*

Breakfast Sandwich or
Pancake/Sausage Stick or
other Breakfast Choice

Lunch**

Cheesesteak Sandwich
or Other Lunch Choice
Sweet Potato Gems or
Cucumber Coins/Dip
Mandarin Oranges or
Fresh Fruit or
Juice Choice
Milk Choice

Friday, October 24

Breakfast*

Breakfast Sandwich or
Mini Pancakes or
other Breakfast Choice

Lunch**

Chicken Quesadilla
or Other Lunch Choice
Steamy Spinach or
Fresh Broccoli /Dip
Peach Slices or
Fresh Fruit or
Juice Choice
Milk Choice

Monday, October 27

Breakfast*

Breakfast Sandwich or
Mini Pancakes or
other Breakfast Choice

Lunch**

Mini Pizza Bagels
or Other Lunch Choice
Broccoli Florets or
Baby Carrots/Dip
Mixed Fruit or
Fresh Fruit or
Juice Choice
Milk Choice

Tuesday, October 28

Breakfast*

Breakfast Sandwich or
Pancake/Sausage Stick or
other Breakfast Choice

Lunch**

Popcorn Chicken
w/wo Dinner Roll
or Other Lunch Choice
Cauliflower or
Grape Tomatoes/Dip
Applesauce or
Fresh Fruit or
Juice Choice
Milk Choice

Wednesday, October 29

Breakfast*

Breakfast Sandwich or
Mini Pancakes or
other Breakfast Choice

Lunch**

Big Daddy's Pizza
or Other Lunch Choice
Carrot Coins or
Celery Sticks /Dip
Diced Pears or
Fresh Fruit or
Juice Choice
Milk Choice

Thursday, October 30

Breakfast*

Breakfast Sandwich or
Pancake/Sausage Stick or
other Breakfast Choice

Lunch**

NEW
Mini Tacos or
Mini VOLCANO Tacos
or Other Lunch Choice
Garbanzo Beans
Cucumber Coins/Dip
Pineapple Tidbits or
Fresh Fruit Choice
Milk Choice

Friday, October 31

Breakfast*

Breakfast Sandwich or
Mini Pancakes or
other Breakfast Choice

Lunch**

French Toast Sticks
w/wo Sausage
or Other Lunch Choice
Hash Brown Potato or
Fresh Broccoli/Dip
Sliced Apples or
Fresh Fruit or
***FREE* Chillin Bat Icee**
Milk Choice
HAPPY HALLOWEEN

Neshaminy

Middle

Schools



Breakfast \$1.25

Lunch \$2.85

Menus for October 2014

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AVAILABLE DAILY

*Other Breakfast Choices:

Cereal, Bagel, Breakfast Bun, PopTart or French Toast Sticks, and each Breakfast comes with Fruit or 100% Fruit Juice and Milk. You must choose 3 out of 4 items offered and one MUST be a fruit.

**Other Lunch Choice:

Chicken Sandwich, Hot Dog, Burger, Salad w/ Topping Choice, French Bread Pizza, or Hoagie Choice. You must choose 3 out of 5 items offered and one MUST be a fruit or veggie.



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!



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Wednesday, October 1

Breakfast*

Breakfast Sandwich or Mini Pancakes or other Breakfast Choice

Lunch**

Domino's Pizza or Other Lunch Choice
Carrot Coins or Celery Sticks /Dip
Diced Pears or Fresh Fruit or Juice Choice
Milk Choice

Thursday, October 2

Breakfast*

Breakfast Sandwich or Pancake/Sausage Stick or other Breakfast Choice

Lunch**

Taco w/wo Fixings or Other Lunch Choice
Garbanzo Beans or Cucumber Coins/Dip
Mandarin Oranges or Fruit Juice or Juice Choice
Milk Choice

Friday, October 3

Breakfast*

Breakfast Sandwich or Pancake/Sausage Stick or other Breakfast Choice

Lunch**

Mini Pancakes w/wo Sausage or or Other Lunch Choice
Hash Brown Potato or Fresh Broccoli/Dip
Sliced Apples or Fresh 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 6

Breakfast*

Breakfast Sandwich or Mini Pancakes or other Breakfast Choice

Lunch**

Max Stix or Other Lunch Choice
Sweet Potato Gems or Baby Carrots/Dip
Pineapple Tidbits or Fresh Fruit or Juice Choice
Milk Choice

Tuesday, October 7

Breakfast*

Breakfast Sandwich or Pancake/Sausage Stick or other Breakfast Choice

Lunch**

Chicken Sticks or Other Lunch Choice
Steamy Spinach Grape Tomatoes/Dip
Peaches or Fresh Fruit or Juice Choice
Milk Choice

Wednesday, October 8

Breakfast*

Breakfast Sandwich or Mini Pancakes or other Breakfast Choice

Lunch**

Domino's Pizza or Other Lunch Choice
Green Beans or Celery Sticks /Dip
Mandarin Oranges or Fresh Fruit or Juice Choice
Milk Choice

Thursday, October 9

Breakfast*

Breakfast Sandwich or Pancake/Sausage Stick or other Breakfast Choice

Lunch**

Pasta w/wo Meatballs w/wo Dinner Roll or Other Lunch Choice
Garden Peas or Cucumber Coins/Dip
Mixed Fruit or Fresh Fruit or Juice Choice
Milk Choice

Friday, October 10

Breakfast*

Breakfast Sandwich or Mini Pancakes or other Breakfast Choice

Lunch**

Mini Corn Dogs or Other Lunch Choice
Baked Beans or Fresh Broccoli/Dip
Diced Pears or Fresh Fruit or Juice Choice
Milk Choice

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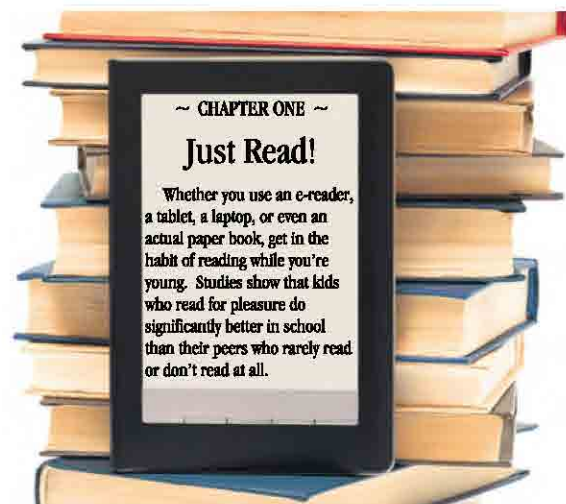
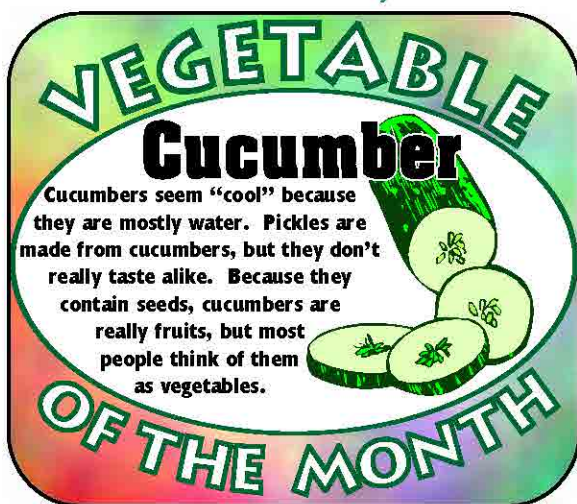
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Fat Free
Chocolate or Strawberry,
1% White

Whole Wheat or Whole Grain is used in all grain products except pasta until an acceptable product to students is available.

Menu subject to change.



Monday, October 13

Breakfast*

Breakfast Sandwich or
Mini Pancakes or
other Breakfast Choice

Lunch**

Mozzarella Sticks
or Other Lunch Choice
Green Beans or
Baby Carrots/Dip
Peach Slices or
Fresh Fruit or
Juice Choice
Milk Choice

Tuesday, October 14

Breakfast*

Breakfast Sandwich or
Pancake/Sausage Stick or
other Breakfast Choice

Lunch**

Baked Breaded Chicken
w/wo Dinner Roll
or Other Lunch Choice
Broccoli Florets or
Grape Tomatoes/Dip
Peach Slices or
Fresh Fruit or
Juice Choice
Milk Choice

Wednesday, October 15

Breakfast*

Breakfast Sandwich or
Mini Pancakes or
other Breakfast Choice

Lunch**

Domino's Pizza
or Other Lunch Choice
Carrot Coins or
Celery Sticks /Dip
Mandarin Oranges or
Fresh Fruit or
Juice Choice
Milk Choice

Thursday, October 16

Breakfast*

Breakfast Sandwich or
Pancake/Sausage Stick or
other Breakfast Choice

Lunch**

Nachos
or Other Lunch Choice
Refried Beans or
Cucumber Coins/Dip
Pineapples or
Fresh Fruit or
Juice Choice
Milk Choice

Friday, October 17

Breakfast*

Breakfast Sandwich or
Mini Pancakes or
other Breakfast Choice

Lunch**

Shrimp Popcorn
w/wo Brown Rice
or Other Lunch Choice
Tasty Corn or
Fresh Broccoli/Dip
Diced Pears or
Fresh Fruit or
Juice Choice
Milk Choice

Monday, October 20

Breakfast*

Breakfast Sandwich or
Mini Pancakes or
other Breakfast Choice

Lunch**

Calzonettes
or Other Lunch Choice
Green Beans or
Baby Carrots/Dip
Applesauce/Cin. or
Fresh Fruit or
Juice Choice
Milk Choice

Tuesday, October 21

Breakfast*

Breakfast Sandwich or
Pancake/Sausage Stick or
other Breakfast Choice

Lunch**

Teriyaki Chicken
w/wo Brown Rice
or Other Lunch Choice
Garden Peas or
Grape Tomatoes/Dip
Chilled Mixed Fruit or
Fresh Fruit or
Juice Choice
Milk Choice

Wednesday, October 22

Breakfast*

Breakfast Sandwich or
Mini Pancakes or
other Breakfast Choice

Lunch**

Domino's Pizza
or Other Lunch Choice
Garbanzo Beans or
Celery Stix/Dip
Diced Pears or
Fresh Fruit or
Juice Choice
Milk Choice

Thursday, October 23

Breakfast*

Breakfast Sandwich or
Pancake/Sausage Stick or
other Breakfast Choice

Lunch**

Cheesesteak Sandwich
or Other Lunch Choice
Sweet Potato Gems or
Cucumber Coins/Dip
Mandarin Oranges or
Fresh Fruit or
Juice Choice
Milk Choice

Friday, October 24

Breakfast*

Breakfast Sandwich or
Mini Pancakes or
other Breakfast Choice

Lunch**

Cheese Quesadilla
or Other Lunch Choice
Steamy Spinach or
Fresh Broccoli /Dip
Peach Slices or
Fresh Fruit or
Juice Choice
Milk Choice

Monday, October 27

Breakfast*

Breakfast Sandwich or
Mini Pancakes or
other Breakfast Choice

Lunch**

Mini Pizza Bagels
or Other Lunch Choice
Broccoli Florets or
Baby Carrots/Dip
Mixed Fruit or
Fresh Fruit or
Juice Choice
Milk Choice

Tuesday, October 28

Breakfast*

Breakfast Sandwich or
Pancake/Sausage Stick or
other Breakfast Choice

Lunch**

Popcorn Chicken
w/wo Dinner Roll
or Other Lunch Choice
Cauliflower or
Grape Tomatoes/Dip
Applesauce or
Fresh Fruit or
Juice Choice
Milk Choice

Wednesday, October 29

Breakfast*

Breakfast Sandwich or
Mini Pancakes or
other Breakfast Choice

Lunch**

Domino's Pizza
or Other Lunch Choice
Carrot Coins or
Celery Sticks /Dip
Diced Pears or
Fresh Fruit or
Juice Choice
Milk Choice

Thursday, October 30

Breakfast*

Breakfast Sandwich or
Pancake/Sausage Stick or
other Breakfast Choice

Lunch**

NEW
Mini Tacos or
Mini VOLCANO Tacos
or Other Lunch Choice
Garbanzo Beans
Cucumber Coins/Dip
Pineapple Tidbits or
Fresh Fruit Choice
Milk Choice

Friday, October 31

Breakfast*

Breakfast Sandwich or
Mini Pancakes or
other Breakfast Choice

Lunch**

French Toast Sticks
w/wo Sausage
or Other Lunch Choice
Hash Brown Potato or
Fresh Broccoli/Dip
Sliced Apples or
Fresh Fruit or
FREE Chillin Bat Icee
Milk Choice
HAPPY HALLOWEEN