

<p>Date received Received  <b>SED Use Only</b></p>	<p>The University of the State of New York  NEW YORK STATE EDUCATION  DEPARTMENT  Child Nutrition Programs Administration  89 Washington Avenue, Room 375 EBA  Albany, NY 12234  Telephone: (518) 473-8781 Fax: (518)  473-0018  Web Address: <a href="http://www.cn.nysed.gov">www.cn.nysed.gov</a></p>	<p>Docutrax Stamp Here  <b>SED Use Only</b></p>
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## TYPE II 2017 – 2018 Food Service Management Company Contract

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

**School Food Authority:** Putnam Valley Central School District **LEA Code:** 480503040000

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

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

**SFA Contract Manager Information:**

SFA Contract Manager: Jill Figarella  
 Title: Treasurer  
 Phone Number: 845-528-8125  
 Email: jfigarella@pvcasd.org

**Food Service Management Company Information:**

Food Service Management Company:

Bid Price:

NYSED Use Only	
<input type="checkbox"/> Pre-Approval	<input type="checkbox"/> Executed Contract

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## TYPE II 2017 – 2018 Food Service Management Company Contract Checklist

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

Ensure that your packet contains all the items required by checking each one to certify that they are included in the bid documents submitted. The items below indicated by an asterisk (\*), must be completed and submitted with the pre-bid.

Complete Pre-bid Contracts must be emailed to [cn@nysed.gov](mailto:cn@nysed.gov) 30 days prior to letting bids.

### REQUIRED FORMS

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

### AGREEMENT SECTION

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

### BID SPECIFICATION SECTION

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

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

**Signature:**

**Title: Treasurer**

**Printed Name:**

**Date: 5/12/2017**

Submit two (2) copies of the executed contract for review and approval. The final contract includes all documents included by the SFA in the invitation to bid and all documents submitted by the FSMC that have been mutually agreed upon by both parties (i.e., work sheets, attachments, and operating cost sheets). Omissions and inaccuracies in the contract will cause delays in approval and your receipt of reimbursement.

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

**Please put an "X" through non-applicable sections. Do not delete page(s) from the document.**

**FORM #1 – 2017-2018 SFA Amendments to NYSED Prototype Contract**

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

Regulations require that any changes by the SFA to the 2017-2018 SED Type II Contract Prototype be approved by SED prior to executing the contract. Therefore, any changes by the SFA to the agreement section and/or the specifications section of the SED prototype contract must be specified below on this form referencing the applicable page number and section specifying the proposed amendment. E-mail this form with the entire attached Type II contract to cn@nysed.gov for review and approval 30 days prior to letting bids. Once the amendments are approved by SED, this page must be resubmitted with the executed contract signed by the Board President and the FSMC awarded the contract agreeing to the approved amendments.

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

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

**School Food Authority:** Putnam Valley Central School District **LEA Code:** 480503040000

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

1 | The contract is amended as follows (check one):    ☐ Agreement Section    ☐ Bidding Requirements/Specifications

SFA proposed Amendment to this section:    **Page #:**    **Section Name:**    **Section #:**

--

2 | The contract is amended as follows (check one):    ☐ Agreement Section    ☐ Bidding Requirements/Specifications

SFA proposed Amendment to this section:    **Page #:**    **Section Name:**    **Section #:**

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3 The contract is amended as follows (check one): ☐ Agreement Section ☐ Bidding Requirements/Specifications

SFA proposed Amendment to this section: Page #: Section Name: Section #:

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

## 2017 – 2018 Amendments to NYSED Prototype Contract Continuation Sheet(s)

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

School Food Authority: \_\_\_\_\_ LEA Code: \_\_\_\_\_ [SFA LEA Code]

4. The contract is amended as follows (check one): ☐ Agreement Section ☐ Bidding Requirements/Specifications

SFA proposed Amendment to this section:      **Page #:**      **Section Name:**      **Page #:**

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5. The contract is amended as follows (check one): ☐ Agreement Section ☐ Bidding Requirements/Specifications

SFA proposed Amendment to this section:      **Page #:**      **Section Name:**      **Page #:**

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6. The contract is amended as follows (check one): ☐ Agreement Section ☐ Bidding Requirements/Specifications

SFA proposed Amendment to this section:      **Page #:**      **Section Name:**      **Page #:**

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7. The contract is amended as follows (check one): ☐ Agreement Section ☐ Bidding Requirements/Specifications

SFA proposed Amendment to this section:      **Page #:**      **Section Name:**      **Page #:**

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8. The contract is amended as follows (check one): ☐ Agreement Section ☐ Bidding Requirements/Specifications

SFA proposed Amendment to this section:      **Page #:**      **Section Name:**      **Page #:**

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9. The contract is amended as follows (check one): ☐ Agreement Section ☐ Bidding Requirements/Specifications

SFA proposed Amendment to this section:      **Page #:**      **Section Name:**      **Page #:**

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10. The contract is amended as follows (check one): ☐ Agreement Section ☐ Bidding Requirements/Specifications

SFA proposed Amendment to this section:      **Page #:**      **Section Name:**      **Page #:**





School Food Authority: \_\_\_\_\_ LEA Code: \_\_\_\_\_ [SFA LEA Code]

The contract is amended as follows (check one):

☐ Agreement  
Section

☐ Bidding Requirements/Specifications

SFA proposed Amendment to this section:    Page #:                      Section Name:                      Section #:

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The contract is amended as follows (check one):

☐ Agreement  
Section

☐ Bidding Requirements/Specifications

SFA proposed Amendment to this section:    Page #:                      Section Name:                      Section #:

--

The contract is amended as follows (check one):

☐ Agreement  
Section

☐ Bidding Requirements/Specifications

SFA proposed Amendment to this section:    Page #:                      Section Name:                      Section #:

--

The contract is amended as follows (check one):

☐ Agreement  
Section

☐ Bidding Requirements/Specifications

SFA proposed Amendment to this section:    Page #:                      Section Name:                      Section #:

--

The contract is amended as follows (check one):

☐ Agreement  
Section

☐ Bidding Requirements/Specifications

SFA proposed Amendment to this section:    Page #:                      Section Name:                      Section #:

--

The contract is amended as follows (check one):

☐ Agreement  
Section

☐ Bidding Requirements/Specifications

SFA proposed Amendment to this section:    Page #:                      Section Name:                      Section #:

The contract is amended as follows (check one):

☐ Agreement  
Section

☐ Bidding Requirements/Specifications

SFA proposed Amendment to this section:

Page #:

Section Name:

Section #:

## Form #2 – Cover Page

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

### FOR:

School Food Authority Name:

Putnam Valley Central School District

LEA Code:

480503040000

Street Address:

146 Peekskill Hollow Road

City, State, Zip:

Putnam Valley, NY, 10579

Telephone Number:

845-528-8125 ext. 1364

Superintendent/ CEO Name:

Dr. Frances Wills

Email Address:

fwills@pvcasd.org

### SUBMITTED BY:

Food Service Management Company Name:

Street Address:

City, State, Zip:

Telephone Number

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**NYSED USE ONLY**

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NYSED Reviewed

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

## Form #3 – BID SUMMARY FORM

School Food Authority: Putnam Valley Central School District LEA Code: 480503040000

- 1) List the names of each Food Service Management Company submitting a sealed bid and the bid amount (use this form even if only one bid was received) and check the company awarded the bid. Submit this form with the signed contract.

FSMC Name	Bid Amount	Contract Awarded (check)
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>

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

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

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

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

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

## Form #4 – Board Minutes Form

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

**School Food Authority:** Putnam Valley Central School District **LEA Code:** 480503040000

## Form #5 – Notarized Affidavit of Publication Form

Attach Notarized Affidavit of Publication Here

**School Food Authority:** Putnam Valley Central School District **LEA Code:** 480503040000

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

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

## Form #6 – Debarment Option A (SFA Form)

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

Jill Figarella, Treasurer

*SFA Representative Name and Title*

checked the excluded parties list system on

*Date*

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

*Name of FSMC and Principal/ President of Company*

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

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

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

*Date*

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

Although we have included a list of the FSMCs that have not been debarred (with an asterisk) as a part of our annual FSMC web posting, it was based on our office checking on the Excluded Parties List System (EPLS) website as of January 2016. However, since, by the time the SFA goes out to bid or extend, circumstances regarding the FSMC's debarment status may have changed, it is the SFA's responsibility to check the list before submitting your contract or extension to SED for approval.

Therefore, either:

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

**OR**

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

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



## Form #7 – Debarment Option B

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

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

- Checking the Excluded Parties List found at the System for Award Management [www.SAM.gov](http://www.SAM.gov);
- Collecting a certification that the entity is neither excluded nor disqualified. Since a Federal certification form is no longer available, the grantee or sub-grantee electing this method must devise its own;
- Including a clause to this effect in the sub-grant agreement and in any procurement contract expected to equal or exceed \$25,000, awarded by the grantee or a sub-grantee under its grant or sub-grant;
- Sub-grantee and contractors must obtain a DUNS Number. All Federal Government awards are required to have a DUNS number. To obtain a DUNS number, contact Dun and Bradstreet at 1-800-368-5868 or visit their website at <https://eupdate.dnb.com/requestoptions.asp>. There is no charge for a DUNS number. The DUNS number serves as a means of tracking and identifying applications for Federal assistance and is required on all applications for Federal assistance.

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

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

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*Organization Name*

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*PR/Award Number or Project Name*

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

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*Signature (Blue Ink Only)*

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*Date*

## Instructions for Form #7

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

#### DEBARMENT OPTION B

- 1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4) The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the 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 is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and /or debarment.

## Form #7A – Certification Regarding Lobbying

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

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

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

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

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*Name/Address of Organization*

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*Name/Title of Submitting Official*

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*Signature (blue ink only)*

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*Date*

## Instructions for Form #7A

### LOBBYING CERTIFICATION

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

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

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

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

**FORM 7B**Approved by OMB  
0348-0046**DISCLOSURE OF LOBBYING ACTIVITIES**Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/applications <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>for Material Change only:</b> Year _____ Quarter: _____ : _____ Date of last report: _____	
<b>4. Name and address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____			<b>5. If Reporting Entity in #4 is Subawardee, Enter Name and Address of Prime:</b> Congressional District, if known: _____		
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description:</b> CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b> \$ _____		
<b>10a. Name and Address of Lobbying Entity</b> (if individual, last name, first name, MI): _____			<b>b. Individuals Performing Services (including address if different from #10a.)</b> (last name, first name, MI): _____		
<b>11. Amount of Payment (check all that apply):</b> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			<b>13. Type of Payment (check all that apply):</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____		
<b>12. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind: specify: _____ nature _____ value _____					
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</b>					
<b>15.</b> Information requested through this form is authorized by title 31			<b>Signature:</b> _____		

U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty not less than 10,000 and not more than \$100,000 for each such failure.

(Sign in Blue Ink Only)

**Print Name:** \_\_\_\_\_

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

**Telephone:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Federal Use Only:**

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Standard Form – LLL

## Form #7B – Disclosure of Lobbying Activities

## Form #8 – Preparation of Bid Specifications Form

(This form is required for all executed contracts.)

**School Food Authority:** Putnam Valley Central School District **LEA Code:** 480503040000

- 1) Did the SFA hire, discuss or consult with anyone in the preparation of bid specifications other than SED staff?

☐ Yes ☒ No

If yes, please complete 2 and sign 3 below. If no, please sign 3 below.

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

Name	Title	Name of Company	Did They Participate in the Procurement Process? (Please check the appropriate box)	
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No

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

**SFA Representative:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## Form #9 – Certificate of Insurance Form

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

Attach a copy of the Certificate of Insurance

**School Food Authority:** Putnam Valley Central School District      **LEA Code:** 480503040000

## Form #10 – Performance Security

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

**School Food Authority:** Putnam Valley Central School District **LEA Code:** 480503040000

## Form #11 – Summer Food Service Program

X N/A

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

1. The SFA shall specify estimated participation in the SFSP, by meal type, and other site information as detailed on Form 11A attached.
2. The SFA shall maintain responsibility for the administration and management of the SFSP and sign all agreements, claims for federal reimbursement and/or other program documents.
3. The FSMC shall serve reimbursable meals pursuant to the SFSP regulations 7 CFR Part 225 and the menu planning option used by the SFA as specified in the SFSP Annual Application Agreement Form and in accordance with the attached menu (Schedule A).
4. The FSMC shall prepare, store and serve food items in accordance with State and local health standards. The contractor shall provide for meals, which it prepares to be periodically inspected by the local health department or an independent agency to determine bacterial levels in the meals being served. Such levels shall conform to the standards, which are applied by the local health authority with respect to the level of bacteria, which may be present in meals served by other establishments in the locality. The results of the inspections must be submitted promptly to the sponsor and State agency. The requirements of the attached Quality Control Plan must be met.
5. The FSMC shall provide food services, meal counting systems and record-keeping in compliance with 7 CFR Part 225, 7CFR Part 3016, 7 CFR 3019 and 2 CFR Parts 400, 415, 416 et al (79 FR 75981) as applicable, also known as the "Super-Circular".
6. The FSMC and SFA shall maintain records in accordance with federal and State record retention policies, supported by invoices, receipts, purchase orders, production records, payroll records or other evidence for inspection and reference, to support the operating costs listed on monthly claims for reimbursement.
7. The FSMC and SFA shall maintain separate expenditure and revenue records for the SFSP for both operating and administrative costs.
8. The FSMC shall bill the SFA separately for expenses incurred in the SFSP under this contract.

Original Signatures and Date of Both Parties Required (Original Signatures must be in blue ink only)	
_____ Signature President, Board of Education	_____ Authorized Signature of FSMC and Title

Name of School Food Authority	Name of Food Service Management Company
Date	Date

## Form #11A – Summer Food Service Program

X N/A

*Summer Food Service Program – Only complete if participating in the SFSP*  
SITES WHERE PROGRAM WILL OPERATE:

<b>Sponsor Name:</b>	<b>Address:</b>	<b>Contact Person/Phone #:</b>

Name and Site/ Address & Phone	Authorized Designee	Holding Facilities	Begin Date (1)	End Date (2)	Days of Week	Total Days Operating (3)	Types of Meals (4)	Av
[Empty Box]	[Empty Box]	<input type="checkbox"/> Yes <input type="checkbox"/> No	<u>  Date  </u>	<u>  Date  </u>	<u>  #  </u>		Breakfast	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<u>  Date  </u>	<u>  Date  </u>	<u>  #  </u>		AM Snack	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<u>  Date  </u>	<u>  Date  </u>	<u>  #  </u>		Lunch	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<u>  Date  </u>	<u>  Date  </u>	<u>  #  </u>		PM Snack	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<u>  Date  </u>	<u>  Date  </u>	<u>  #  </u>		Supper	
[Empty Box]	[Empty Box]	<input type="checkbox"/> Yes <input type="checkbox"/> No	<u>  Date  </u>	<u>  Date  </u>	<u>  #  </u>		Breakfast	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<u>  Date  </u>	<u>  Date  </u>	<u>  #  </u>		AM Snack	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<u>  Date  </u>	<u>  Date  </u>	<u>  #  </u>		Lunch	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<u>  Date  </u>	<u>  Date  </u>	<u>  #  </u>		PM Snack	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<u>  Date  </u>	<u>  Date  </u>	<u>  #  </u>		Supper	
[Empty Box]	[Empty Box]	<input type="checkbox"/> Yes <input type="checkbox"/> No	<u>  Date  </u>	<u>  Date  </u>	<u>  #  </u>		Breakfast	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<u>  Date  </u>	<u>  Date  </u>	<u>  #  </u>		AM Snack	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<u>  Date  </u>	<u>  Date  </u>	<u>  #  </u>		Lunch	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<u>  Date  </u>	<u>  Date  </u>	<u>  #  </u>		PM Snack	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<u>  Date  </u>	<u>  Date  </u>	<u>  #  </u>		Supper	



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

X N/A

Name and Site/ Address & Phone	Authorized Designee	Holding Facilities		Begin Date (1)	End Date (2)	Days of Week	Total Days Operating (3)	Types of Meals (4)	A
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u>Date</u>	<u>Date</u>	<u>#</u>		Breakfast	
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u>Date</u>	<u>Date</u>	<u>#</u>		AM Snack	
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u>Date</u>	<u>Date</u>	<u>#</u>		Lunch	
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u>Date</u>	<u>Date</u>	<u>#</u>		PM Snack	
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u>Date</u>	<u>Date</u>	<u>#</u>		Supper	
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u>Date</u>	<u>Date</u>	<u>#</u>		Breakfast	
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u>Date</u>	<u>Date</u>	<u>#</u>		AM Snack	
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u>Date</u>	<u>Date</u>	<u>#</u>		Lunch	
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u>Date</u>	<u>Date</u>	<u>#</u>		PM Snack	
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u>Date</u>	<u>Date</u>	<u>#</u>		Supper	
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u>Date</u>	<u>Date</u>	<u>#</u>		Breakfast	
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u>Date</u>	<u>Date</u>	<u>#</u>		AM Snack	
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u>Date</u>	<u>Date</u>	<u>#</u>		Lunch	
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u>Date</u>	<u>Date</u>	<u>#</u>		PM Snack	
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u>Date</u>	<u>Date</u>	<u>#</u>		Supper	
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u>Date</u>	<u>Date</u>	<u>#</u>		Breakfast	
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u>Date</u>	<u>Date</u>	<u>#</u>		AM Snack	
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u>Date</u>	<u>Date</u>	<u>#</u>		Lunch	
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u>Date</u>	<u>Date</u>	<u>#</u>		PM Snack	
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u>Date</u>	<u>Date</u>	<u>#</u>		Supper	

## SUMMER FOOD SERVICE PROGRAM QUALITY CONTROL PLAN

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

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

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

## Form #12 – Afterschool Snack Program

☒ N/A

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

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

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

Estimated Participation in the After School Care Program:

Participation in the after school care program for the Select Previous School Year school year was:

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

If the SFA charges for snack please indicate the price for reduced price snack (the maximum charge is .15) \$ . Full price snack charge is \$ .

2) Menu Cycle

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

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

- 3) The FSMC shall maintain the following records to provide the SFA with information to submit proper claims for



reimbursement:

- a. Daily meal counts by category.
- b. Daily attendance records, such as sign-in sheets, for the after school program.
- c. Written snack menus.
- d. All records must be maintained for three year plus the current year.

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

## Agreement Section

**THIS AGREEMENT**, made After bid day of After bid by and between the  
this \_\_\_\_\_  
(Day) (Month, Year)

Putnam Valley Central School District in the city of Putnam Valley, New York, hereinafter referred to  
\_\_\_\_\_  
(School Food Authority) (City)

as "SFA" and \_\_\_\_\_ referred to as "FSMC".  
(Food Service Management Company)

### WITNESSETH

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

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

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

#### 1) Scope and Purpose

- a) The SFA shall provide the requisite administrative oversight of the food service program operations administered by the FSMC with the necessary internal controls as it is their fiduciary responsibility to do so in accordance.
- b) The SFA is responsible for ensuring resolution of program review, monitoring areas of non-compliance and/or audit findings for reimbursable meals, a la carte sales including vending machines, and adult meals.
- c) The SFA shall be responsible for the cost of the food service program as indicated in the bid specifications and entitled to all receipts generated pursuant to this contract.
- d) All net income accruing to the SFA from the food service program shall remain in the program.
- e) The SFA shall retain control of the quality, extent and general nature of the food service program and the prices to be charged.
- f) The SFA shall retain signature authority for the Single Permanent Agreement to participate in the Child Nutrition Programs, including but not limited to NYSED reports, the online/paper submission of monthly claims for reimbursement, free and reduced price applications, etc.
- g) The SFA shall be legally responsible for the conduct of the food service program, and shall supervise the food service operations by the FSMC in such a manner that will ensure compliance with the rules and regulations of the New York State Department of Education, herein referred to as SED and the United States Department of Agriculture, herein referred to as USDA, regarding the school food service program, including but not limited to 7 CFR Part 210, 215, 220, 225, 245, 250, 3015, 3016, and 3019 and 2 CFR Parts 400, 415, 416. et al (79 FR 75981) also known as the "Super-Circular" and any FNS or NYSED Instruction and Policy as outlined in the SFA's Single

Permanent Agreement with NYSED.

- h) The FSMC shall receive for its services a reasonable management fee in addition to the direct cost of operation (labor, food, miscellaneous expense) on a per meal basis. All costs of the program must be net of all applicable discounts, rebates and credits.
- i) The FSMC, an independent contractor, shall have the exclusive right to operate the school lunch and/or breakfast and/or milk program.
- j) The food service programs provided shall be operated and maintained as a benefit to the SFA students and staff and not as a source of profit to the FSMC.
- k) The FSMC shall promote nutrition-health education required by the local, county, State or federal governments.
- l) The FSMC shall comply with the rules and regulations of the Commissioner of Education and the United States Department of Agriculture, and any additions or amendments hereto.

2) Free and Reduced Meal Policy

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

3) Meal Pattern

- a) The FSMC shall serve reimbursable lunches that meet Food Based menu pattern requirements pursuant to the National School Lunch Program regulations 7 CFR Part 210. and shall meet the Dietary Guidelines for Americans. Failure to do so will result in a loss of the total per meal price paid to the FSMC for all meals not meeting program requirements. Such actions constitute a breach of contract and subject the FSMC to a loss of management fee as outlined in Section 26C and may be considered cause for termination of the contract in accordance with the sixty

(60) day termination clause as outlined in Section 26D of the contract.

- b) The FSMC should offer a choice of reimbursable meal pattern lunches, subject to approval of the SFA.
  - c) The FSMC shall serve reimbursable breakfasts that meet Food Based menu pattern requirements pursuant to the School Breakfast Program regulations 7 CFR Part 220, where indicated in Appendix B of this agreement, and shall meet the Dietary Guidelines for Americans. Failure to do so will result in a loss of the total per meal price paid to the FSMC for all meals not meeting program requirements. Such actions constitute a breach of contract and subject the FSMC to a loss of management fee as outlined in Section 26C and may be considered cause for termination of the contract in accordance with the sixty (60) day termination clause as outlined in Section 26D of the contract.
  - d) The FSMC shall serve reimbursable meal pattern snacks that meet meal pattern requirements pursuant to the National School Lunch Program regulations 7 CFR Part 210 and 220. Failure to do so will result in a loss of the total per meal price paid to the FSMC for all meals not meeting program requirements. Such actions constitute a breach of contract and subject the FSMC to a loss of management fee as outlined in Section 26C and may be considered cause for termination of the contract in accordance with the sixty (60) day termination clause as outlined in Section 26D of the contract.
  - e) The FSMC shall serve reimbursable milk pursuant to the Special Milk Program if eligible to do so.
  - f) The FSMC must demonstrate that food based menus are planned to meet the 2010 Dietary Guidelines for Americans and comply with established caloric ranges, sodium, saturated and trans fat levels as outlined in 7 CFR Part 210 and 220.
  - g) The FSMC shall make substitutions in the required food components of the meal pattern if individually participating children are unable, because of medical or other special dietary needs, to consume such foods. Such substitutions shall be made only when supported by a statement from a recognized medical authority for a child with a disability which substantially limits one or more major life activities, which includes the child's disability, why the disability restricts the diet, the major life activity affected by the disability recommended alternate foods and foods that must be omitted from the child's diet. The SFA shall notify the FSMC of any special dietary needs. The U.S. Department of Agriculture's (USDA) nondiscrimination regulation (7 CFR 15b), as well as the regulations governing the National School Lunch Program and School Breakfast Program, make it clear that substitutions to the regular meal must be made for children who are unable to eat school meals because of their disabilities, when that need is certified by a licensed physician.
  - h) The FSMC may use fillers or extenders, such as "textured vegetable protein," in foods served upon approval of the SFA and regulated by USDA.
  - i) No payment shall be made to the FSMC by the SFA for any meals that are spoiled, inedible or unwholesome at time of delivery, or do not meet the detailed specifications and/or meal pattern requirements.
- 4) Point of Service Accountability/Collection Method
- a) Meals shall be served and proper accurate pupil participation records shall be maintained by the FSMC which must ensure that accurate categorical meal counts are obtained at the point of service for reimbursement purposes.
  - b) The FSMC shall implement an accurate point of service accountability system and a collection method which must protect the anonymity of free and reduced price students which must be approved by the SFA.
  - c) The FSMC must adapt to the SFA's point of sale system and associated training costs will be the responsibility of the **FSMC**.
- 5) Menus
- a) All food items served must adhere to the specification listed on Schedule B and conform to the standard portion sizes listed in Schedule A and Schedule B.

- b) All menus, which are established/approved by the SFA and prepared by the FSMC, are to be served in all schools during all meal services. The FSMC shall not deviate from the SFA's established menu and/or impose preparation of menu items that they prefer to serve for their convenience and/or preference. Any unannounced deviation from the menus by the FSMC, without prior approval of the SFA, may result in payment penalties.
- c) The FSMC must adhere to the cycle for the first 21 days of meal service. Menu standards as presented in the 21 day cycle menu must be maintained as to type and quality of meal service by the FSMC as indicated in Schedule A (Menus).
- d) High quality food items are to be provided by the FSMC. If, in the opinion of the SFA, the quality of food service becomes unsatisfactory, the FSMC may be subject of penalties, contract termination and any other available legal remedies.
- e) Food that has become outdated, spoiled, damaged, wilted, dried out, aged, burnt, and/or has changed color shall not be used.
- f) All FSMC employees are to be trained to properly portion all food items to meet the USDA meal pattern requirements as well as the requirements of the bid specification. A schedule of staff training is to be included with each FSMC proposal in Schedule G.
- g) The District Manager of the FSMC shall provide monitor, supervise and train the food service staff personnel for the SFA's food service program. The FSMC District Manager shall visit all district schools 4 times throughout the school year and shall provide a written summary report to the Business Manager within 14 days of their visit.
- h) The SFA is responsible for the formation and establishment of an advisory board comprised of students, teachers and parents that will meet frequently throughout the school year to assist in menu planning. The FSMC shall participate in these periodic meetings when deemed appropriate by the SFA. Documentation of these meetings is to be kept on file by the SFA and made available upon request by SED.
- i) Menus are to be printed by the FSMC and distributed to parents, students, each school and administration and posted in all schools on a ☐ Weekly or ☒ Monthly basis and should contain daily, weekly and/or seasonal specials planned in conjunction with the meal service requirements for holidays, educational and/or other special events. The FSMC will adhere to the SFA's additional promotional and merchandising specifications in Schedule A.
- j) A copy of each menu is to be supplied to the SFA's Business Office by the FSMC 15 days prior to the month of actual preparation and service of foods for the SFA's review/approval.
- k) The FSMC is to post all menus in a prominent location in all cafeterias and on the SFA's website if applicable.
- l) Preparation and presentation of the same menu item(s) should be consistent in each building throughout the district.
- m) The FSMC shall comply with the Buy American Provision, including but not limited to 7 CFR 210.21, 7 CFR Part 200, and 7 CFR Part 250 for contracts that involve the purchase of food. .

6) Production Records/ Standardized Recipes

- a) Production records (7CFR 210.10(a)(3)) and standardized recipes (7CFR 210.10(l)(8)) are to be used in all schools throughout the SFA by the FSMC as required by federal and State regulations to ensure consistency, quantity and quality of meals served. All standardized recipes are to be kept on file in each kitchen and must indicate all ingredients and portion sizes. Samples of the standardized recipes to be used by the FSMC must be included in Schedule A with your bid.
- b) The FSMC must have the ability to provide all interested parties including the SFA, SED, parents, administration, etc. the actual ingredients and recipes of each menu item offered.
- c) The FSMC is to ensure consistent quality and portioning of menu items throughout the SFA and be subject to the SFA's audit of production records to ensure compliance with this requirement.
- d) The FMSC is to ensure that overproduction of meals does not occur and that leftovers are not removed from the

SFA's premises at any time.

- e) Production records must be accurate and kept on a daily basis (7CFR 210.10(a)(3)) and are to be completed for each meal, in all buildings by the FSMC and kept on file for 3 years plus the current year in accordance with federal and State record retention policies, in the SFA, for auditing purposes as required by federal and state regulations. Samples of the production records to be used by the FSMC must be included in Schedule A with your bid.

7) Meal Services

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

See chart below:

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

8) Pricing

- a) The SFA shall be responsible for establishing all selling prices for all reimbursable and non-reimbursable meals/milk and a la carte (including vending and adult meals) and be adhered to by the FSMC.
- b) The FSMC is to promote the sale of reimbursable meals throughout the district.
- c) All a la carte prices charged by the FSMC shall be approved by the SFA in advance of sales.

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

9) Monitoring

- a) The SFA shall monitor the food service operation of the FSMC through periodic on-site visits to ensure that the food service is in conformance with USDA program regulations per 7CFR § 210.16. If there is more than one site, there is an additional requirement that the SFA conduct an on-site review of the counting and claiming system no later than February 1 of each year as required by 7 CFR § 210.8. The designated SFA representative is School Business Official responsible for performing all on-site reviews and ensuring that if there are any problems found that they will be corrected within the required timeframes.
- b) FSMC personnel are prohibited from conducting the self-review for the SFA; however, the FSMC may accompany the SFA during the self-review and is responsible for ensuring that any problems found during the self-review are corrected within the required timeframes.
- c) In the event fiscal action is taken by SED against the SFA based on areas of noncompliance related to the menu/meal pattern found during any administrative review, including validation reviews during the course of this contract, the SFA can recoup funds from the FSMC.

10) All Foods Sold in School (Competitive Foods)

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

11) USDA Foods

- a) The FSMC must pre-credit the SFA for the value of USDA foods. A deduction for the value of USDA Foods must be reflected in the established bid price. The FSMC must provide an additional credit for any donated foods not accounted for in the fixed price per meal.
- b) Any USDA Foods received by the SFA and made available to the FSMC shall accrue only to the benefit of the SFA's nonprofit school food service program and shall be used therein.
- c) The FSMC must credit the SFA for the value of all USDA Foods received for use in the school food service programs in the school year including values of USDA foods that were not accounted for in the original bid price. The FSMC must provide the SFA with a complete inventory of all USDA Foods received each month. Copies of the FSMC's monthly Inventory Request forms for USDA Foods must also be provided to the SFA each month for their review.
- d) The FSMC must utilize the SFA's entire entitlement as per Schedule H. The FSMC and SFA must follow applicable federal and State requirements, including but not limited to 7 CFR 250.
- e) The FSMC is only to order USDA Foods in accordance with the SFA's menus reflected in Schedule A and the SFA's

Local Wellness Policy (Schedule C).

- f) The FSMC must maintain (have available for audit by the SFA) transportation of USDA Foods throughout the district.
- g) USDA Foods are to be obtained for the use solely in the SFA's food service operation and shall not be removed from the SFA's premises.
- h) The FSMC shall have records available to substantiate the full value and use of USDA Foods in reimbursable meal pattern lunches. Records should clearly reflect that the value and amount of USDA Foods received and used by the FSMC is solely for the SFA's benefit. The values are to be based on the value at the point the SFA receives the USDA Foods from the State distributing agency and based on the USDA Foods Value listing pertinent to the applicable time period. This includes when the FSMC procures end products from processors on behalf of the SFA in the form of rebates, credits and/or discounts.
- i) The FSMC shall select, accept and use in as large quantities as may be efficiently used in SFA's nonprofit school service, the type and quantities of available USDA Foods, subject to the approval of the SFA.
- j) The **FSMC** shall be responsible for transportation and storage charges for USDA Foods.
- k) The FSMC shall account for all federally donated USDA Foods separately from purchased food items. USDA Foods are not to be used for special functions conducted outside the nonprofit school food service.
- l) Title of products purchased or processed using USDA Foods must remain with the SFA. Any charges incurred by the FSMC when processing or purchasing products containing USDA Foods shall be paid by the FSMC and charged back to the SFA as a cost.
- m) The FSMC is subject to the applicable requirements of 7 CFR 250 to the extent that it uses USDA Foods.
- n) If the FSMC uses a commercial substitute in place of the USDA Food, it must be of the same generic identity, of U.S. origin, and of equal or better quality in place of USDA Food.
- o) The FSMC is prohibited from entering into any processing contracts utilizing USDA Foods on behalf of the SFA. All refunds received from processors must be retained by the nonprofit school food service account.
- p) Title to all USDA Foods provided to the FSMC for use in the school food service program shall remain with the SFA.
- q) The SFA must conduct a reconciliation in accordance with 7 CFR Part 250 to ensure that the FSMC has properly credited it for the value of all USDA Foods received for use in the SFA's food service operation in the applicable school year.
- r) When this contract terminates or subsequent extensions terminate, the FSMC must return all unused USDA Foods to the SFA.
- s) The FSMC will use all USDA Foods ground beef and ground pork products, and all processed end products, in the SFA food service in accordance with CFR Part 250.53(5).
- t) The Department of USDA Foods, The NYS Child Nutrition Program Administration Office, The SFA, The NYS Comptroller, The Department of Agriculture, or their duly authorized representatives may perform onsite reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of USDA Foods in accordance with CFR Part 250.53(10).

#### 12) Purchases

- a) The grade, purchase unit, style, weight, ingredients, formulation etc., as set forth by the SFA, see Schedule B, shall be complied with by the FSMC. If a brand name is specified, or "equal to" must also be indicated.
- b) The FSMC shall purchase all food and non-food items at the lowest price possible consistent with maintaining quality standards.
- c) The FSMC may purchase from their owned or operated subsidiary facilities if the purchase price is lower than the prices otherwise available in the area.
- d) The FSMC shall honor existing contracts if advantageous to the SFA.
- e) The FSMC shall be solely responsible for the purchase and payment of all foods and beverages necessary for it to



render proper performance of the food service program as stated herein. Such purchases and performance shall apply to all items in addition to food and beverage, which will be necessary for compliance with and of this agreement.

- f) The FSMC is to ensure that purchased foods for the sole use of the SFA's food service operation are not removed from the district premises at any time.
- g) The FSMC, as the agent of the SFA will ensure that all procurement transactions meet any applicable procurement standards set forth by Federal, State, or Municipal regulations and policy.
- h) The FSMC shall produce a report, which documents the procurement of NY grown/locally grown products including the local farm source, the product(s) purchased and the value of the products purchased on behalf of the SFA.
- i) The prices charged the SFA for food, supplies, services, etc. must be competitive, reasonable and necessary.

13) Use of Facilities

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

14) Inventory, Equipment and Storage

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

items necessary for the food service operation throughout the school year.

- d) The SFA shall replace expendable equipment and replace, repair and maintain equipment except when damages result from the use of less than reasonable care by the employees of the FSMC. Any equipment purchases must be in compliance with CNP procurement regulations. Any equipment purchases beyond the federal of State threshold requires State Agency approval. Regarding all equipment, furnishings and small wares used for the services hereunder, the FSMC agrees that it will use the SFA equipment and machinery in good and proper manner and shall keep the same free from damages, in proper condition and in a state of cleanliness to assure STRICT COMPLIANCE WITH HEALTH REGULATIONS AS PROVIDED AND REQUIRED BY THE STATE OF NEW YORK, dealing with SFA facilities, as with all other health laws. Therefore:
  - i) Repairs necessary due to the negligence of the FSMC, its employees or agents shall be the sole responsibility and the sole expense of the FSMC.
  - ii) The SFA agrees to at its sole option to repair or replace any equipment not functioning properly or which is missing upon proper written notification by the FSMC of the need for such repair or replacement and the availability of normal repair or replacement facilities. If the SFA, at its discretion, determines not to repair and/or replace equipment that the FSMC has expressly advised the SFA in writing (a) poses a safety risk to FSMC's employees, or (b) hinders FSMC's ability to perform its services under the agreement, then FSMC shall have the right to effectuate such repair and/or replacement at the expense of SFA.
  - iii) No purchases, alterations, changes, or improvements shall be made to the areas granted to the FSMC without obtaining prior written permission of the SFA with the final decision as to purchases, alterations, changes, or improvements reserved solely for the SFA.
- e) The SFA shall be responsible for repairs to all permanent fixtures such as faucets, lights, sewers, air conditioning, heating and all other electrical work NOT considered to be food equipment, since such food equipment is dealt with in item D above.
- f) The FSMC shall maintain adequate storage practices, inventory, and control of federally donated foods in conformance with SFA's agreement with the Office of General Services as well as non-commodity purchases.
- g) The SFA shall provide locks for food storage, preparation and service areas. Keys to those locks shall be provided by the SFA to the FSMC at the SFA's discretion.
- h) The SFA shall provide the FSMC with telecommunication services as deemed necessary by the SFA.
- i) The SFA shall furnish and install any equipment or make any structural changes needed to comply with federal, State and local laws, ordinances, rules and regulations.
- j) The SFA shall be responsible for any losses including federally donated commodities, which may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC.
- k) All food preparation and serving equipment owned by SFA shall remain on the premises of the SFA.
- l) The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA premises.
- m) The FSMC shall obtain prior approval from the SFA before placement of any FSMC equipment on SFA premises.
- n) Upon termination of this contract the FSMC will surrender to the SFA all equipment and furnishings located in the food services facilities and/or as listed on the certified inventory list of all SFA owned property (both capital and/or expendable) as referred to in 14B – 14C. Such property and equipment or its equal quality replacement must be returned to the SFA in the same good order and condition as when received by the FSMC, reasonable wear and tear, damage from casualty fire and hazards covered by insurance ALONE EXCEPTED. Another inventory shall be taken upon termination to determine the status of all equipment hereunder. Discrepancies shall be corrected at the FSMC's sole expense with said replacement based on a comparison with the original inventory.

15) Deliveries/ Transportation

- a) The FSMC and the SFA are responsible for the proper and safe transportation of food between buildings to

students in a prompt and efficient manner to adhere to the serving times established by the SFA.

- b) The **SFMC** shall pay for oil and gas used by its owned, hired, or other vehicles under its supervision used for delivering food or non-food commodities.
- c) The **SFMC** shall provide its own drivers for owned, hired, or other vehicles under its supervision used for delivering food or non-food commodities.

16) Sanitation/ Health Certification

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

17) Employees

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

Department must be followed.

- b) The results of all fingerprints from the Office of School Personnel Review and Accountability (OSPRA) must be given to the covered school district, charter school or BOCES as well as prospective employer (FSMC). A prospective school employee means any individual, employee of a provider of contracted services to a covered school who is to be placed within such covered school. A covered school means a board of cooperative educational services, a charter school, a school district, or any nonpublic or private elementary or secondary school that elects to fingerprint and seek clearance for prospective employees from the department beginning July 1, 2007, geographically located in New York State, excluding the city school district of the City of New York. The FSMC must ensure that employee fingerprinting records are on file.
- c) The FSMC must complete and retain an Employment Eligibility Verification Form I-9 for each individual hired for employment. The form must be kept on file for three years after hiring an individual or one year after the employee is terminated.
- d) The FSMC shall comply with all wage and hours of employment requirements of federal and State Law.
- e) All employees of the FSMC shall be paid in accordance with the Fair Labor Standard Act, as amended and any other applicable statutes.
- f) The FSMC shall comply with Titles VI and VII of the Civil Rights Act of 1964 and the implementing regulations of the United States Department of Agriculture issued thereunder and any additions or amendments thereto. The FSMC shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60. The FSMC shall also ensure that a Civil Rights training, in accordance with 7 CFR 210.23(b) and FNS-113, Appendix B, is provided to all food service employees at least once each school year.
- g) The FSMC shall provide Workman's Compensation for its employees.
- h) The FSMC shall provide the SFA with a list of its personnel policies and fringe benefits for its employees.
- i) Staffing patterns shall be mutually agreed upon and there shall be no deviations from the recommended staffing pattern contained in Schedule G, without the SFA's prior approval and consent.
- j) Any employee who is continued as an employee of the FSMC shall be subject to the personnel policies and termination rules of the FSMC.
- k) The FSMC shall not hire employees in excess of the number required for efficient school food service operations needed for the applicable months of the school year that the Child Nutrition Programs are in operation.
- l) The FSMC shall provide the SFA with a schedule of employees, positions, assigned locations, salaries (and hours to be worked) two full calendar weeks prior to the commencement of operation as reflected in Schedule G.
- m) The SFA may request in writing the removal of an employee of the FSMC who violates health requirements or conducts himself/herself in a manner which is detrimental to the physical, mental, or moral wellbeing of students. In the event of the removal or suspension of any such employee, the FSMC shall immediately restructure its staff without disruption in service.
- n) All FSMC personnel assigned to each school shall meet the professional standard requirements as prescribed by USDA, SED or the SFA in accordance with federal, State or local law regulations and guidance and shall be trained by the FSMC on the use of all meal preparation/service equipment, emergency valves, switches, fire and safety devices in the kitchen and cafeteria areas.
- o) The SFA will ensure that all FSMC employees have been subjected to the same hiring requirements as SFA employees as indicated in Schedule G (i.e., physicals, employee screenings, background checks, immigration, etc.) and ensure that the proper documentation is maintained on file.
- p) The FSMC will adhere to additional FSMC staffing requirements by the SFA regarding the interview process, resumes, qualifications, job descriptions, substitutes, time/attendance, snow days, vacation days, benefits, terminating, hiring, proper attire, communication with SFA, unions, wages, withholdings, workers compensation, unemployment insurance, retirements, student workers, etc. in Schedule G.

- q) The FSMC will adhere to additional FSMC staff training requirements by the SFA in Schedule G.
- r) The FSMC shall have the sole responsibility to compensate its employees, including all applicable taxes and insurance and shall be solely responsible for any losses incurred by the SFA resulting from dishonest, fraudulent or negligent acts on the part of its employees or agents. ALL food service employees shall comply with all rules of the SFA for cleanliness and courtesy.
- s) The FSMC shall be an independent contractor and not an employee of the SFA; nor are the employees of the FSMC employees of the SFA. If applicable, list all employees of the SFA that will be working in the school lunch program. If additional space is needed, indicate on Schedule G.
- t) In the event the SFA retains the services of the food service staff, the SFA must list all food service staff in Schedule G specifying the title and salary of each employee.

18) Emergency Closing

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

19) Licenses, Fees and Taxes

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

20) Income, Reimbursement/ Deposits

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

21) Vending Machines

- a) The FSMC must ensure that all sales generated from these a la carte vending machine sales accrue to the SFA and be deposited into the SFA's food service account and converted into equivalent meals using the set conversion

factor established by this contract. The total number of vending machines determined by the SFA to be a part of the Child Nutrition Programs whose sales must be converted to equivalent meals are 1 .

- b) The **FSMC** will be responsible for stocking, maintenance, upkeep, and emptying monies from the Child Nutrition a la carte vending machines and must provide a verifiable audit of items sold and revenues received.
- c) Timers may be requested for vending machines at the discretion of the SFA.

**22) Financial Accounting, Reporting and Auditing After the bid**

- a) Financial accounting by the FSMC shall be in accordance with USDA and New York State Department of Education rules and regulations and applicable federal and State Laws.
- b) The per meal cost (bid amount) is \$ for breakfast and \$ for lunch and \$ for snack.
- c) The FSMC reimbursement shall not exceed eligible direct costs of operation and the management service fee and will be reimbursed only as approved and audited by Treasurer or District Accountant his/her authorized representative.
  - i) Reimbursement due to FSMC shall equal meals claimed for reimbursement plus equivalent meals multiplied by the per meal bid price.
  - ii) SFA shall designate by title the employee whose responsibility shall be to supervise and audit all financially related to operations of the FSMC. Treasurer or District Accountant.
- d) The FSMC's payment shall not exceed contract terms (meals plus equivalent meals multiplied by the bid price), and is limited to the extent of program income.
- e) The SFA shall make payment within 15 days to the FSMC for the direct costs of operation after the submission of a valid claim in accordance with Section C for each week of program operation to the extent of the school cafeteria fund account balance. Normal credit terms will be 15 days from billing date.
- f) The FSMC shall maintain source documentation records (supported by invoices, receipts, or other evidence) as the SFA will need to meet monthly reporting responsibilities and shall submit monthly operating statements in a format approved by the SFA no later than the fifteenth (15th) calendar day succeeding the month in which services were rendered; participation records shall be submitted no later than the fifth (5th) working day succeeding the month in which services were rendered and reported on a calendar month basis. The SFA shall perform edit checks on the participation records provided by the FSMC prior to the preparation and submission of monthly claims for reimbursement as well as audit food, labor and other large expenses and perform random audits of smaller expenses on a monthly basis.
- g) The FSMC shall provide the SFA with a year-end statement by date determined by the SFA **7/10/17** the SFA shall audit the FSMC's operations as part of its year-end audit. The SFA and FSMC must provide all necessary documents for the independent auditor and/or to conduct the SFA's single audit.
- h) The FSMC must provide all information requested by the SFA, which will allow the SFA to make adjustments to the correct accounting period after the SFA has reconciled FSMC source documentation to effectuate payment. Failure to do so will result in delays in payment to the FSMC. NYSED reserves the right to randomly request SFA and/or FSMC copies of invoices and operating statements to ensure compliance.

**23) Books/ Records and Record Retention**

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

and audits. In these cases, the records must be retained until the completion of the action and resolution of all issues arising from the action or the expiration of the regular three year period, whichever is last.

- b) Books and records of the FSMC pertaining to the CN Program operations shall be made available, immediately upon demand, in an easily accessible manner for audit, examination, excerpts and transcriptions by the SFA and/or any state or federal representatives and/or auditors. Failure to do so in a timely manner will result in potential loss of reimbursements to the SFA and subsequently loss of payment to the FSMC. FSMC must adhere to all Federal, State or Local record retention policies and procedures.
- c) The FSMC shall not remove federal, State or locally required records from the SFA premises upon termination of the contract.

#### 24) Insurance

- a) The FSMC shall procure and maintain at its own expense a general liability policy which names the SFA as an additional insured on all required insurance policies, including products liability in the amounts of at least **\$2,000,000** for injury and death, and property damage with a limit of **\$5,000,000** for each accident provided by insurance companies authorized to do business in the State of New York. The certificate of insurance shall provide for notice to the SFA of cancellation of insurance policies sixty (60) days before such cancellation is to take effect.
- b) The FSMC shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the FSMC pursuant to this agreement. The FSMC shall indemnify and hold harmless the SFA and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this Agreement.
- c) The FSMC shall provide a certificate of insurance for all required policies; the certificate of insurance shall contain: 1) names and addresses of insured; 2) titles and locations of the operations to which the insurance applies; 3) number of the policy and type or types of insurance in force thereunder on the date of the certificate;;4) expiration date of the policy and the type and types of insurance in force thereunder on the date of the certificate; 5) statement that the insurance of the type afforded by the policy applies to all of the operations and activities on and at the site of the project or incidental thereto, which are undertaken by the FSMC during the performance of the contract.
- d) The FSMC shall provide fire and theft insurance at its own expense to cover any risk created by fire and/or theft to its property located on the premises of the SFA. The FSMC further agrees to provide all necessary fire and/or theft insurance to cover clothes, garments and other articles owned by their employees.

#### 25) Performance Security

- a) The FSMC shall provide the security form, as authorized, prior to the commencement of foodservice operations. The performance security shall be in a form acceptable to the SFA, and shall be in the amount of **\$65,000**. The FSMC shall submit the performance security to the SFA prior to the commencement of program operations.
- b) It is recommended and encouraged that all security options be left open to the bidder. However, the SFA may choose to eliminate one or more options in the bid specifications.

#### 26) Contract Term, Termination and Renewals

- a) This contract shall become effective on **7/1/17** and terminate on **6/30/18, (1 year to be renewed annually)**.

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

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

Failure to comply will result in loss of management fee for one (1) day per school involved.

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

Failure to comply will result in loss of management fee for five (5) days per school involved.

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

Failure to comply will result in loss of management fee for five (5) days per school involved.

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

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



contract.

27) General

- a) This contract shall be construed under the laws of the State of New York. Any action or proceeding arising out of this contract shall be brought in the appropriate courts of the State of New York.
- b) The SFA shall neither solicit or accept gratuities, favors or anything of monetary value from contractors or potential contractors. To the extent permissible under State Law, rules and/or regulations, violations of these standards shall be subject to appropriate penalties, sanctions and/or other disciplinary actions.
- c) The FSMC shall comply with the provisions of the bid specifications and hereby in all respects made a part of this contract.
- d) The FSMC may not subcontract out services without the express prior approval, written authorization and consent of the SFA and governing board of the SFA.
- e) The SFA reserves the right to reject any and all items which do not comply with the requirements set forth herein.
- f) This contract constitutes the entire contract between the SFA and the FSMC and may not be changed; terminated or extended orally or by course of conduct.
- g) No waiver of any default shall be construed to be or constitute a waiver of any subsequent default.
- h) Payments on any claim shall not preclude the SFA from making claim for adjustment on any item found not to have been in accordance with the provisions of this contract and bid specifications.
- i) This contract shall not be renegotiated throughout the term of this contract. If renegotiations and/or material changes occur any time during the five year term, rebidding is required. SED reserves the right to deny reimbursement due to a SFA's failure to follow proper bidding procedures.
- j) The complete contract includes all documents by the SFA and all documents submitted by the FSMC that have been mutually agreed upon by both parties; i.e., worksheets, schedules, appendices, etc.
- k) The terms and conditions of this contract are subject to review and approval by the New York State Department of Education, Child Nutrition Program Administration.
- l) It is further agreed between the SFA and the FSMC that the clauses attached hereto and designated as, Required Forms #1 - #12, Schedules A – H and Appendices A – B are hereby in all respects made a part of this contract.
- m) The successful bidder shall enter the SFA FOOD SERVICE MANAGEMENT COMPANY CONTRACT attached hereto and in all respects made a part of this bid specification. By submitting a bid, the bidder agrees to all the terms and conditions contained herein.

**After the bid**

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

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

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

**Corporate Affidavit    After the bid**

STATE OF:

COUNTY OF:

SS:

CITY OF:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the Subscriber, personally came to me known, who

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

, \_\_\_\_\_ State, that she/he is the \_\_\_\_\_ of

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

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

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

**Corporate Official Name:** \_\_\_\_\_

**Corporate Official Signature:** \_\_\_\_\_  
(Blue Ink Only)

**Affix Corporate Seal Here:**

\_\_\_\_\_  
(Date)

**AFFIX NOTARY PUBLIC SEAL HERE**

## Bidding Requirements/ Specifications Section

### 1. Bid Purpose

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

☒ National School Lunch Program (NSLP)  
Special Milk Program (SMP)  
Afterschool Snack Program (Snack)

☒ School Breakfast Program (SBP)  
Summer Food Service Program (SFSP)  
Fresh Fruit and Vegetable Program

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

Summer Food Service Program (SFSP , Afterschool Snack Program (Snack)

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

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

### 2. Bid Specification Development

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

### 3. Advertisement of Bids

- a. Advertisements shall contain the time and place where bid will be received and publicly opened and read.

At least 5 days shall elapse between the first publication of advertisement and the date for opening and reading bids. For example, bids advertised on the first of the month, may be opened on the 6th. SED recommends two weeks for advertising and the bid opening.

- b. The vendor conference and walk thru must be scheduled after the bid has been advertised and the bid specifications are ready for distribution.

4. Submission of Bids

- a. Bids will be received as stated on the cover sheet, for the privilege and right to conduct/operate food service within facilities listed in service locations and times.
- b. Bids shall be submitted on the forms provided by the SFA. Bids may not be faxed or sent by electronic mail. Delivery of bids at the appointed time is the responsibility of the bidder.
- c. Bidders requiring clarification or interpretation of the bidding documents shall make a request to the SFA by: **Date**, which is prior to the date fixed for the opening of bids.
- d. The SFA will not consider any bid received after the exact time specified for receipt.
- e. The SFA must respond to all bidders' questions, whether verbal or in writing, whether the question is asked at a vendor conference or if the question is in writing from a potential bidder. Any answers to questions, clarification, interpretation and/or correction of this document shall be submitted to all prospective bidders by the SFA prior to the opening of bids. All answers to questions must be provided in a uniform method to ensure an equal and level playing field.
- f. Along with their completed bids, bidders will provide evidence demonstrating their ability to administer school food service programs, including, if applicable, a list of any and all SFAs which they have operated during the past three years, along with a summary of those same years indicating that the bidder successfully operated a complex food service program requiring nutritional meals in compliance with the USDA regulations. In lieu of organizational experience, staff expertise must be demonstrated.
- g. It is the understanding of any FSMC submitting a bid that they agree to all terms and conditions of the bid specification.

5. Rejection of Bids

- a. The SFA reserves the right to reject any and all bids, if deemed to be in the best interest of the SFA and consult with the school attorney when necessary.
- b. Failure of the SFA to follow proper bidding procedures may also result in the rejection of all bids and be subjected to rebidding by SED.
- c. Any or all zero bids submitted by a potential and/or incumbent bidder is to be rejected and rebidding is required.

6. Bid Protests

- a. Any action which diminishes open and free competition seriously undermines the integrity of the procurement process and may subject the SFA to bid protests. SFAs are responsible for properly responding to protests and concerns raised by potential contractors and must have procedures in place to handle and resolve disputes relating to their procurements and must in all instances disclose all information regarding a protest to SED.

7. Bidder's Responsibility

- a. The bidder is responsible for personally examining the SFA's participation data, job sites, pricing, food and beverage procurement specifications, menus, serving times, non-nutritious foods, the SFA's local wellness

policy and the cost responsibility detail sheet (Schedules D1 & D2) as they relate to the conditions existing at each job site. No pleas of ignorance relating to any data, conditions or requirements that exist or that may be encountered under this contract will be accepted as a result of failure or omission on the part of the FSMC to fulfill in every respect all the requirements, nor will the same be accepted as a basis for any claim whatsoever for extra charges for food services.

## 8. SFA's Prior Year's Participation and Meal Pricing Information

a. Lunch

i. Participation in the National School Lunch Program for the **September 1, 2016 to April 30, 2017**

[illegible]

b. Breakfast

- ii. Participation in the School Breakfast Program for the **September 1, 2016** to **April 30, 2017** school year\*

<u>School</u>	<b>Selling Price</b>		<b>Average Daily Participation</b>			<b>Total Adults/ Faculty</b>
	<b>Student</b>	<b>Adult</b>	<b>Free</b>	<b>Reduced</b>	<b>Paid</b>	
<u>Elementary School</u>	\$ <u>1.25</u>	\$ <u>1.25</u>	<u>10%</u>	<u>7%</u>	3%	0
<u>Middle School</u>	\$ <u>1.25</u>	\$ <u>1.25</u>	<u>27%</u>	<u>17%</u>	8%	3
<u>High School</u>	\$ <u>1.25</u>	\$ <u>1.25</u>	<u>29%</u>	<u>21%</u>	17%	3
	\$	\$				
	\$	\$				
	\$	\$				
	\$	\$				
	\$	\$				
	\$	\$				
	\$	\$				

b. Pricing Information (Continued)

- i. A la Carte Sales to students and adults for the September **2016** to **April 30, 2017** school year\*  
**TOTAL: \$ 157,188**
- ii. Sales in the Special Milk Program for the **Select Month/Year** to **Select Month/Year** school year\*  
**TOTAL: \$ N/A**
- iii. Child Nutrition revenues (sales of meals and reimbursement received for breakfast, lunch, snacks and milk) for the **September 1, 2016** to **April 30, 2017** school year\* **TOTAL: \$ 552,242.72**

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

Operating Statement through April 2017 - ATTACHED

PUTNAM VALLEY SCHOOLS  
146 PEEKSKILL HOLLOW ROAD  
PUTNAM VALLEY, NY 10579

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Accounting Period Ending 4/28/2017	Current Month Cost/ APR 2017 Meal		Year To Date Cost/ JUL16-APR17 Meal	
Service Days	13		142	
Miscellaneous				
Meal Equivalents				
Miscellaneous	4,914	0.268	44,529	0.249
Meals-Pattern				
Breakfast Free	1,071	0.058	9,586	0.054
Breakfast Paid	992	0.054	8,805	0.049
Breakfast Reduced	173	0.009	1,708	0.010
Lunch Free	2,854	0.155	29,271	0.164
Lunch Paid	7,686	0.418	77,722	0.434
Lunch Reduced	679	0.037	7,346	0.041
TOTAL MEALS	18,369	1.000	178,967	1.000
Sales-Government Reimbursement				
Federal Reimbursements	(678.72)	0.037	(4,138.08)	0.023
Federal Reimbursements-Breakf	(2,363.02)	0.129	(21,354.10)	0.119
Federal Reimbursements-Lunch	(13,192.88)	0.718	(137,962.66)	0.771
State Reimbursements-Breakfas	(137.87)	0.008	(1,259.19)	0.007
State Reimbursements-Lunch	(765.72)	0.042	(8,853.72)	0.049
Sales-Other				
Breakfast A La Carte	(1,561.45)	0.085	(12,024.30)	0.067
Breakfast Paid	(1,325.75)	0.072	(11,739.00)	0.066
Breakfast Reduced	(43.25)	0.002	(427.00)	0.002
Lunch A La Carte	(15,773.53)	0.859	(140,897.94)	0.787
Lunch Adult	(12.75)		(4,265.71)	0.024
Lunch Paid	(20,524.70)	1.117	(207,484.50)	1.159
Lunch Reduced	(169.75)	0.009	(1,836.50)	0.010
Special Events				
TOTAL SALES	(56,549.39)	3.078	(552,242.70)	3.086
Cash Discounts	(3.92)		(74.60)	
Cost of Sales - Beverages				
Coffee	763.72	0.042	(1,262.71)	0.007
Miscellaneous	4,280.77	0.233	10,372.79	0.058
Cost of Sales - Food				
Baked Goods-Other	3,154.11	0.172	6,183.68	0.035
Baked Goods-Packaged	89.19	0.005	(827.07)	0.005
Dairy-Milk & Cream	3,658.53	0.199	7,875.98	0.044
Groceries	6,232.74	0.339	9,251.53	0.052
Meat-Other	4,077.05	0.222	6,883.20	0.038
Produce	1,884.78	0.103	4,400.07	0.025

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PUTNAM VALLEY SCHOOLS  
146 PEEKSKILL HOLLOW ROAD  
PUTNAM VALLEY, NY 10579

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Accounting Period Ending	Current Month	Cost/ Meal	Year To Date	Cost/ Meal
4/28/2017	APR 2017		JUL16-APR17	
Cost of Sales - Supplier Rebates				
Discounts	(124.66)	0.007	(1,959.66)	0.011
Other Applicable Credits	(13.46)		(663.41)	0.004
Rebates	(4,789.74)	0.261	(25,682.68)	0.144
Cost of Sales-Government Commodity				
Commodity Used			171.87	
Miscellaneous			4,409.94	0.025
Cost of Sales-Other				
Baked Goods-Fresh			16,051.15	0.090
Beverage-Bottle/Cans-Juice/Wa			24,443.93	0.137
Beverages-Other			238.11	0.001
Commodity Processing			675.99	0.004
Dairy-Ice Cream			(178.98)	0.001
Dairy-Milk & Cream			23,133.23	0.129
Groceries	(95.04)	0.005	31,397.82	0.175
Meat-Other			26,937.84	0.151
Produce			13,677.31	0.076
Cost of Sales-Retail Merchandise				
Supplies-Janitorial & Mainten	300.48	0.016	484.64	0.003
<b>TOTAL COST OF SALES</b>	<b>19,414.55</b>	<b>1.057</b>	<b>155,939.97</b>	<b>0.871</b>
Compensated Absence Expense				
Vacation & Holiday Pay-Accrue	357.27	0.019	3,572.70	0.020
Vacation & Holiday Pay-Paid			(2,858.78)	0.016
Employee Benefit Programs-Direct				
Short Term Disability - Hourl	12.76		104.78	
Short Term Disability - Salar	2.64		22.44	
Other Payroll Costs	1,476.30	0.080	19,790.77	0.111
Payroll Taxes	2,464.07	0.134	24,350.69	0.136
Payroll Taxes-Direct				
State Disability Expense			62.05	
Salaries & Wages	16,175.44	0.881	156,459.43	0.874
<b>TOTAL LABOR</b>	<b>20,488.48</b>	<b>1.115</b>	<b>201,504.08</b>	<b>1.126</b>
Administrative Expense	3,856.29	0.210	36,777.42	0.206
Advertising & Promotion	76.00	0.004	879.44	0.005
Allocations & Chargeouts				
Chargeouts-Other	11.17		67.97	
Amortization Expense - Non Acqui				
Miscellaneous	22.14	0.001	221.37	0.001
Direct Costs-Other	767.00	0.042	7,511.00	0.042
General Insurance	(399.31)	0.022	6,193.36	0.035

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PUTNAM VALLEY SCHOOLS  
146 PEEKSKILL HOLLOW ROAD  
PUTNAM VALLEY, NY 10579

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40WRK4008

Accounting Period Ending	Current Month Cost/		Year To Date Cost/	
04/28/2017	APR 2017	Meal	JUL16-APR17	Meal
Legal Expense				
Chargeouts-Other			46.00	
Management Meeting Expense				
Miscellaneous			8.33	
Office Expense				
Miscellaneous			40.00	
Office Supplies	59.45	0.003	847.53	0.005
Personnel Expense				
Service Awards			364.29	0.002
Print Expense				
Outside Printing	1.70		24.22	
Professional Services				
Miscellaneous			99.25	
Recruiting Expense				
Recruiting Costs	180.45	0.010	594.95	0.003
Replacement Cost				
Miscellaneous	(5.75)		(23.12)	
Smallwares			625.67	0.004
Sub-Contracted Services Expense				
Travel Expense	6.96		42.81	
Supplies Expense				
Paper Disposables	2,588.74	0.141	5,816.98	0.033
Supplies-Cafeteria	88.22	0.005	12,788.27	0.071
Supplies-Janitorial & Mainten	16.46		1,362.69	0.008
Taxes & Licenses-Other	360.14	0.020	3,284.07	0.018
Telephone Expense	114.82	0.006	144.82	
Travel & Entertainment Expense				
Miscellaneous			220.19	0.001
Travel Expense	80.08	0.004	779.71	0.004
Uniforms and Laundry	83.64	0.005	821.56	0.005
TOTAL DIRECT EXPENSE	7,908.20	0.431	79,538.78	0.444
TOTAL COST & EXPENSE	47,811.23	2.603	436,982.83	2.442
OPERATING (PROFIT)/LOSS	(8,738.16)	0.476	(115,259.87)	0.644
Commodity Usage				
Miscellaneous			14,149.14	0.079

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146 PEEKSKILL HOLLOW ROAD  
PUTNAM VALLEY, NY 10579

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Accounting Period Ending	Current Month Cost/	Year To Date Cost/
04/28/2017	APR 2017 Meal	JUL16-APR17 Meal

ARAMARK certifies that the information on the monthly operating statements submitted to the SFA, all bills, invoices and receipts are net of all rebates, discounts and credits and the information included in the monthly operating statements is true and correct to the best of ARAMARK'S knowledge.

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## 9. Prices

- a. The prices to be charged for the **2017-18** (upcoming) school year are as follows:

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

[illegible]

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

**EQ factor - 3.62**

- b. The prices to be charge for a la carte for the **2017-18** (upcoming) school year are as follows:

<b>A La Carte Item</b>	<b>A La Carte Student Price</b>	<b>A La Carte Adult Price *</b>
<u>2nd Entree</u>	\$2.50	\$2.50
<u>Adult Meal</u>		\$ 3.75
<u>Cereal</u>	1.50	1.50
<u>Chips</u>	1.25	1.25
<u>Cliff Bar</u>	1.50	1.50
<u>Coffee 12oz</u>	1.50	1.50
<u>Propel 16.9oz</u>	1.75	1.75
<u>Cream Cheese</u>	.50	.50
<u>Fries/TaterTots 4oz</u>	1.25	1.25
<u>Fruit</u>	.65	.65
<u>Fruit Rollup</u>	1.00	1.00
<u>Gatorade</u>	1.50	1.50
<u>Ice Cream</u>	1.00	1.00
<u>Premium Ice Cream</u>	1.25	1.25
<u>Izzy 8.4oz</u>	1.75	1.75
<u>Juice 4oz</u>	.65	.65
<u>Kickstart</u>	2.50	2.50
<u>Life Water 18.5oz</u>	1.75	1.75
<u>Pureleaf Tea 11.5oz</u>	1.75	1.75
<u>Milk</u>	.70	.70
<u>Muffin 2oz</u>	1.50	1.50
<u>Naked Juice 10oz/Bai 11.5oz</u>	2.50	2.50
<u>Smoothies 8oz</u>	2.50	2.50
<u>Otis Chippers</u>	1.00	1.00`
<u>Otis Cookie</u>	.50	.50
<u>Pop Tart single serve</u>	1.00	1.00
<u>Rice Krispie Bar</u>	1.35	1.35
<u>Snapple 11.5oz</u>	1.50	1.50
<u>Water 16.9oz</u>	1.50	1.50

<u>Soup 8oz</u>	1.50	1.50
<u>Tropicana LG 12 oz</u>	2.25	2.25
<u>Tropicana SM 10oz</u>	1.50	1.50
<u>Spec Water 20oz</u>	2.25	2.25
<u>Water 8oz</u>	.75	.75
<u>Bagel w Cream Cheese</u>	1.50	1.50

\* Please note a la carte adult prices are for the same portion size as students. If adults are served a larger portion, the a la carte price should be increased accordingly. All adult a la carte prices must include sales tax and be charged accordingly.

10. Meal Service Locations and Times

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

Building Name	Lunch	Times of Service	Breakfast	Times of Service	Snack	Times of Service	Adult and a la Carte Service	Special Milk Program	Split Session Kindergarten SMP
Sample School	Yes	11:30a – 1:00p	Yes	7:30a – 8:00a	Yes	3:15p – 4:00p	Yes	No	No
<b><u>Elementary School</u></b>	Yes	<b><u>11:55-1:50</u></b>	Yes	<b><u>9:00-9:30</u></b>	NO		No	NO	NO
<b><u>Middle School</u></b>	YES	<b><u>9:30-12:20</u></b>	YES	<b><u>7:30-8:00</u></b>	NO		YES	NO	NO
<b><u>HIGH SCHOOL</u></b>	YES	<b><u>9:30-1:00</u></b>	YES	<b><u>6:45-9:00</u></b>	NO		YES	NO	NO
	Y/N		Y/N		Y/N		Y/N	Y/N	Y/N
	Y/N		Y/N		Y/N		Y/N	Y/N	Y/N

	Y/N		Y/N		Y/N		Y/N	Y/N	Y/N
	Y/N		Y/N		Y/N		Y/N	Y/N	Y/N
	Y/N		Y/N		Y/N		Y/N	Y/N	Y/N
	Y/N		Y/N		Y/N		Y/N	Y/N	Y/N
	Y/N		Y/N		Y/N		Y/N	Y/N	Y/N

11. Non-Nutritious Foods

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

- 1 All non-nutritious foods as regulated by USDA and NYSED.
- .
- 2 All non-nutritious foods as specified in the SFA's Local Wellness Policy.
- .
- 3 Any other foods prohibited by the Putnam Valley CSD Board of Ed.
- .
- 4
- .
- 5
- .
- 6
- .
- 7
- .

12. Menu Cycle/ Meal Plan

- a. The 21-day cycle menu, see Schedule A attachments, must be used as a standard for the purpose of basing bids or estimating average cost per meal. The FSMC must adhere to the cycle for the first 21 days of meal service. Menu standards as presented in the 21-day cycle menu must be maintained as to type and quality of meal service.
- b. The 21-day cycle menu should contain all the food items the SFA wants the FSMC to provide to the SFA's students. If the SFA wants students to have a number of choices of hot entrees and/or cold entrees daily, the menu included in this bid specification should reflect those choices along with the description of the

food item outlined in the Product Specifications in Schedule B. In addition, the menu and procurement standards must include the requirements of the SFA's wellness policy. For example, the wellness policy should exclude items containing high sodium to meet compliance with the Implementation Timeline of sodium target 1 and the Product Specifications in Schedule B should specify items with low sodium in them. It is important for SFAs to keep in mind that now is the time to coordinate menus and Product Specifications/Procurement Specifications to meet requirements of the SFA's wellness policy.

## Final Rule Nutrition Standards in the National School Lunch and Breakfast Programs (School Year 2017 – 2018)

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

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

a. Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is ⅓ cup.

b. One quarter-cup of dried fruit counts as ½ cup of fruit; 1 cup of leafy greens counts as ½ cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.



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

## Implementation Timeline

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

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



13. Purchase Specifications

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

14. Performance Security

- a. It is recommended and encouraged that all performance security options be left open to the bidder. However, the SFA may select one, two or three of the options as indicated below:
- b. The FSMC shall be required to:

☒ 1.

**Performance Bond –**

Submit with the bid an assurance by a surety authorized to conduct business within New York State, that if selected as the successful bidder, and upon award of the contract, a performance bond will be issued in the amount of **\$ 65,000** (10% of annual projected operating costs). Simultaneously with delivery of the executed contract, the successful vendor must provide to the SFA the executed surety company bond as required, to be held as security by the SFA for the faithful performance by FSMC of all terms of the contract. If selected, attach a copy of the Performance Bond on Required Form 10.

☐ 2.

**Reserve Fund –**

Submit with the bid an authorization for the SFA to hold in a reserve fund the amount of \$

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

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

15. Bid Options

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

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

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

- ☐ Breakfast  
☐ Lunch  
☐ Snack

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

16. Bid Forms

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

## 2017 – 2018 Bid Form (Option 1)

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

The contract will be awarded based on the lowest responsible bid proposal for a per meal cost, which shall reflect per meal cost for a management service fee and direct cost of operations (labor, food and miscellaneous expenses) for breakfast and lunch, as defined herein. The FSMC will bill the SFA based on the individual per meal amounts.

<b><u>To Be Completed by the FSMC</u></b>			
Management Fee	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>		(Per meal)
Direct cost of operations for: labor, food and miscellaneous as defined herein	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>	+	(Per meal)
Per meal cost rate	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>	=	*
*Transfer this amount to either Option A, B or C selected by the SFA below.			

We, the undersigned agree to operate the food service management program as described in the bid specifications for the **2017-18** school year. This proposal is subject to all the attached definitions, terms, conditions and specifications and we hereby agree to enter into the attached agreement subsequent to the award of the bid.

<b><u>To be Completed by SFA – (Cross out the option(s) that are not relevant and also fill in blank amount where applicable)</u></b>	
<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 90%;"> <p><input type="checkbox"/> <b>Option A - Guaranteed Return to SFA</b></p> <p>TOTAL PER MEAL COST for the operation of the program wherein all operating costs, the management fee and program costs incurred by the SFA of * \$ will accrue from program income including all cash receipts from the sale of meal pattern lunches, a la carte items, special milk program, adult meals, breakfast program, snacks and federal and State reimbursements. Any deficit will be assumed by the FSMC.</p> </div> <div style="width: 10%; text-align: center;"> <p><b><u>Grand Total Bid Amount</u></b> <b><u>(To be completed by</u></b> <b><u>FSMC based on option</u></b> <b><u>selected by SFA)</u></b></p> <div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div> </div> </div>	
<p><b>X Option B - Break Even</b></p> <p>TOTAL PER MEAL COST for the operation of the program wherein all operating costs and the management fee will accrue from program income including all cash receipts from the sale of meal pattern lunches, a la carte items, special milk program, adult meals, breakfast program, snacks and federal and State reimbursements. Any deficit will be assumed by the FSMC.</p>	
<p><input type="checkbox"/> <b>Option C - General Fund Subsidy</b></p> <p>TOTAL PER MEAL COST for the operation of the program requiring a General Fund subsidy of * \$ to cover the management fee and operating costs which exceed cash receipts from the sale of meal pattern lunches, a la carte items, special milk program, adult meals, breakfast program, snacks and federal and State reimbursements. The SFA shall not be liable from the General Fund over and above this subsidy.</p>	

\*To be completed by the SFA

\*\*The minimum conversion factor to be used to convert a la carte sales is \$3.62. **Please note:** The New York State Education Department establishes the a la carte conversion factor to be used to convert a la carte sales to equivalent meals, which include a la carte sales to students, adults and Child Nutrition vending machine sales as determined by the SFA to be part of the Child Nutrition Program. This conversion factor must reflect the most current rate issued by the NYS Education Department at the time of bid advertisement and must be used at the time of the bid proposal.

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

<b>Name of FSMC:</b>	<b>Authorized</b>
	<b>Signature:</b>
<b>Address</b>	<b>Printed Name, Title:</b>
<b>:</b>	<b>Date:</b>



## Exhibit #1: 2017 – 2018 Annual Financial Budget Projection

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

### TO BE COMPLETED BY THE FSMC

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

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

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

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

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

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

1. Student Meal Pattern	
Breakfast	
Lunch	
Total	
2. A La Carte Sales	
Divided by Conversion Factor**	\$3.62
Equivalent Meals	
3. Total Projected Meals	

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

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

*\*\* See bid for conversion factor explanation*

## N/A 2017 – 2018 Bid Form (Option 2)

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

The contract will be awarded based on the lowest responsible bid proposal for the combined grand total of breakfast and lunch, which shall reflect a per meal cost for management fee and direct cost of operations (labor, food and miscellaneous expenses) for breakfast and lunch, as defined herein. The FSMC will bill the SFA based on the individual per meal amounts.

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

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

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

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

\*To be completed by the SFA

\*\*The minimum conversion factor to be used to convert a la carte sales is \$3.62. **Please note:** The New York State Education Department establishes the a la carte conversion factor to be used to convert a la carte sales to equivalent meals which include a la carte sales to students, adults and Child Nutrition vending machine sales as determined by the SFA to be part of the Child Nutrition Program. This conversion factor must reflect the most current rate issued by the NYS Education Department at the time of bid advertisement and must be used at the time of the bid proposal.

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

<b>Name of FSMC:</b>	<b>Authorized</b>
	<b>Signature:</b>
<b>Address</b>	<b>Printed Name, Title:</b>
<b>:</b>	<b>Date:</b>

## N/A Exhibit #2A: 2017 – 2018 Annual Financial Budget Projection

(For use with BID OPTION 2 – Lunch Bid)

### TO BE COMPLETED BY THE FSMC

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

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

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

(B) **PROJECTED EXPENSES FOR LUNCH**

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

(C) **PROJECTED MEALS FOR LUNCH**

1. Student Meal Pattern	
Lunch	
Total	
2. A La Carte Sales	
Divided by Conversion Factor**	\$3.62
Equivalent Meals	
3. Total Projected Meals	

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

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

**\*\* See bid for conversion factor explanation**

## N/A Exhibit #2B: 2017 – 2018 Annual Financial Budget Projection

(For use with BID OPTION 2 – Breakfast Bid)

### TO BE COMPLETED BY THE FSMC

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

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

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

(B) **PROJECTED EXPENSES FOR BREAKFAST**

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

(C) **PROJECTED MEALS FOR BREAKFAST**

1. Student Meal Pattern	
Breakfast	
2. A La Carte Sales	
Divided by Conversion Factor**	\$3.62
Equivalent Meals	
3. Total Projected Meals	

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

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

*\*\* See bid for conversion factor explanation*



## N/A Exhibit #2C: 2017 – 2018 Annual Financial Budget Projection

(For use with BID OPTION 2 – Snack Bid)

TO BE COMPLETED BY THE FSMC

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

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

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

**(B) PROJECTED EXPENSES FOR SNACK**

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

**(C) PROJECTED MEALS FOR SNACK**

1. Student Meal Pattern	
Snack	
2. A La Carte Sales	
Divided by Conversion Factor**	\$3.62
Equivalent Meals	
3. Total Projected Meals	

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

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

*\*\* See bid for conversion factor explanation*

17. Award of Contract

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

**IMPORTANT**

**(1) PREBID DOCUMENTS -**

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

**(2) EXECUTED CONTRACTS -**

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

## Schedule A

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

- I. Attach 21 day menu for breakfast and/or lunch and/or summer as applicable. The menu provided must be in compliance with the Food Based Meal Pattern and Nutrition Standards outlined on pages 48 and 49 of this contract. All menus must include the daily recommended portion sizes per serving.

7 CFR 210.16(b)(1):

The invitation to bid or request for proposal contains a 21-day cycle menu developed in accordance with the provisions of 7 CFR §210.10, to be used as a standard for the purpose of basing bids or estimating average cost per meal. The food service management company must adhere to the cycle for the first 21 days of meal service.

- II. Attach the following related materials here:
  - a. SFA may attach a menu for each grade level
  - b. Merchandising specifications and Promotional specifications
  - c. Attach Sample Production Records - Refer to [www.nysed.gov/cn/cnms.htm](http://www.nysed.gov/cn/cnms.htm) for sample production records
  - d. Attach Sample Standardized Recipes - Refer to [www.nysed.gov/cn/cnms.htm](http://www.nysed.gov/cn/cnms.htm) for sample standardized recipes
- III. Milk is the only beverage choice in its own category. For example: Milk or juice cannot be a beverage choice. Beverages other than milk may not be substituted for milk as part of the reimbursable meal. Including but not limited to iced tea, lemonade, punch, juice, water, coffee, fruit drinks, etc.
- IV. A School Food Authority with no capability to prepare a 21-day cycle menu may, with State Agency approval, require that each food service management company include a 21-day cycle menu, developed in accordance with the provisions of 7 CFR 210.10, 220.8, and/or 225.16, with its bid proposal. The SFA must attach a plan on how the menu will be evaluated to ensure compliance with the meal pattern for components and quantity, and dietary specifications, affordability, nutrition requirements, and appeal to students.

/tmp/PreviewPasteboardItems/menus (dragged).pdf

/tmp/PreviewPasteboardItems/menus.pdf

### ELEMENTARY SCHOOL BREAKFAST MENU

Monday	Tuesday	Wednesday	Thursday	Friday
<b>Day 1</b> Whole Grain French Toast Sticks with S1/2up ½ Cup 100% Fruit Juice AND ½ Cup Fresh Fruit	<b>Day 2</b> Breakfast WG Pizza with Egg, Ham, and Peppers ½ Cup 100% Fruit Juice AND 1/2 Cup Fresh Fruit	<b>Day 3</b> Whole Grain Pancakes with S1/2up 1/2 Cup 100% Fruit Juice AND ½ Cup Fresh Fruit	<b>Day 4</b> Egg and Cheese on a Whole Grain Bagel 1/2 Cup 100% Fruit Juice AND ½ Cup Fresh Fruit	<b>Day 5</b> Whole Grain Fruit or Corn Muffin 1/2 Cup 100% Fruit Juice AND 1/2 Cup Fresh Fruit
<b>Day 6</b> Whole Grain Waffles with Syrup 1/2 Cup 100% Fruit Juice AND ½ Cup Fresh Fruit	<b>Day 7</b> Egg and Turkey Sausage on a Whole Grain English Muffin 'A Cup 100% Fruit Juice AND 1/2 Cup Fresh Fruit	<b>Day 8</b> Whole Grain French Toast Sticks with Syrup 1/2 Cup 100% Fruit Juice AND 1/2 Cup Fresh Fruit	<b>Day 9</b> Breakfast WG Pizza with Egg, Ham, and Peppers 1/2 Cup 100% Fruit Juice AND ½ Cup Fresh Fruit	<b>Day 10</b> Whole Grain Pancakes with Syrup 1/2 Cup Fruit Juice AND ½ Cup Fresh Fruit
<b>Day 11</b> Whole Grain Fruit or Corn Muffin 1/2 Cup 100% Fruit Juice AND ½ Cup Fresh Fruit	<b>Day 12</b> Breakfast WG Pizza with Egg, Ham, and Peppers ½ Cup 100% Fruit Juice AND ½ Cup Fresh Fruit	<b>Day 13</b> Whole Grain Waffles with S1/2up 1/2 Cup 100% Fruit Juice AND ½ Cup Fresh Fruit	<b>Day 14</b> Egg and Cheese on a Whole Grain Bagel 4 oz. 100% Fruit Juice AND ½ Cup Fresh Fruit	<b>Day 15</b> Whole Grain French Toast Sticks with Syrup ½ Cup 100% Fruit Juice AND ½ Cup Fresh Fruit
<b>Day 16</b> Whole Grain Pancakes with Syrup ½ Cup 100% Fruit Juice AND ½ Cup Fresh Fruit	<b>Day 17</b> Ham and Cheese on a Whole Grain English Muffin ½ Cup 100% Fruit Juice AND ½ Cup Fresh Fruit	<b>Day 18</b> Whole Grain Fruit or Corn Muffin 1/2 Cup 100% Fruit Juice AND 1/2 Cup Fresh Fruit	<b>Day 19</b> Egg and Turkey Sausage on a Whole Grain Roll Roll ½ Cup 100% Fruit Juice AND ½ Cup Fresh Fruit	<b>Day 20</b> Whole Grain Waffles with Syrup 1/2 Cup 100% Fruit Juice AND ½ Cup Fresh Fruit
<b>Day 21</b> Whole Grain French Toast Sticks with Syrup ½ Cup 100% Fruit Juice AND 1/2 Cup Fresh Fruit	<b>Daily Breakfast Offerings:</b> Whole Grain Bagels with cream cheese or butter All Natural Yogurt Parfaits with Granola and Fruit Assorted Whole Grain Cereals Mozzarella Cheese Sticks Fresh Fruit daily at breakfast; may be in conjunction with 100% fruit juice All meals served with Milk: 1% white, Fat Free Chocolate & Fat Free White (all antibiotic and hormone free)			

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

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

### MIDDLE & HIGH SCHOOL BREAKFAST MENU

Monday	Tuesday	Wednesday	Thur	Friday
<b>Day 1</b> Whole Grain French Toast Sticks with Syrup 1/2 Cup 100% Fruit Juice AND 1/2 Cup Fresh Fruit	<b>Day 2</b> Breakfast WG Pizza with Egg, Ham, and Peppers 1/2 Cup 100% Fruit Juice AND 1/2 Cup Fresh Fruit	<b>Day 3</b> Whole Grain Pancakes with Syrup 1/2 Cup 100% Fruit Juice AND 1/2 Cup Fresh Fruit	<b>Day 4</b> Egg and Cheese on a Whole Grain Bagel 1/2 Cup 100% Fruit Juice AND 1/2 Cup Fresh Fruit	<b>Day 5</b> Whole Grain Fruit or Corn Muffin 1/2 Cup 100% Fruit Juice AND 1/2 Cup Fresh Fruit
<b>Day 6</b> Whole Grain Waffles with Syrup 1/2 Cup 100% Fruit Juice AND 1/2 Cup Fresh Fruit	<b>Day 7</b> Egg and Turkey Sausage on a Whole Grain English Muffin 1/2 Cup 100% Fruit Juice AND 1/2 Cup Fresh Fruit	<b>Day 8</b> Whole Grain French Toast Sticks with Syrup 1/2 Cup 100% Fruit Juice AND 1/2 Cup Fresh Fruit	<b>Day 9</b> Breakfast WG Pizza with Egg, Ham, and Peppers 1/2 Cup 100% Fruit Juice AND 1/2 Cup Fresh Fruit	<b>Day 10</b> Whole Grain Pancakes with Syrup 1/2 Cup 100% Fruit Juice AND 1/2 Cup Fresh Fruit
<b>Day 11</b> Whole Grain Fruit or Corn Muffin 1/2 Cup 100% Fruit Juice AND 1/2 Cup Fresh Fruit	<b>Day 12</b> Breakfast WG Pizza with Egg, Ham, and Peppers 1/2 Cup 100% Fruit Juice AND 1/2 Cup Fresh Fruit	<b>Day 13</b> Whole Grain Waffles with Syrup 1/2 Cup 100% Fruit Juice AND 1/2 Cup Fresh Fruit	<b>Day 14</b> Egg and Cheese on a Whole Grain Bagel 1/2 cup 100% Fruit Juice AND 1/2 Cup Fresh Fruit	<b>Day 15</b> Whole Grain French Toast Sticks with Syrup 1/2 Cup 100% Fruit Juice AND 1/2 Cup Fresh Fruit
<b>Day 16</b> Whole Grain Pancakes with Syrup 1/2 Cup 100% Fruit Juice AND 1/2 Cup Fresh Fruit	<b>Day 17</b> Ham and Cheese on a Whole Grain English Muffin 1/2 Cup 100% Fruit Juice AND 1/2 Cup Fresh Fruit	<b>Day 18</b> Whole Grain Fruit or Corn Muffin 1/2 Cup 100% Fruit Juice AND 1/2 Cup Fresh Fruit	<b>Day 19</b> Egg and Turkey Sausage on a Whole Grain Roll Roll 1/2 Cup 100% Fruit Juice AND 1/2 Cup Fresh Fruit	<b>Day 20</b> Whole Grain Waffles with Syrup 1/2 Cup 100% Fruit Juice AND 1/2 Cup Fresh Fruit
<b>Day 21</b> Whole Grain French Toast Sticks with Syrup 1/2 Cup 100% Fruit Juice AND 1/2 Cup Fresh Fruit	<b>Daily Breakfast Offerings:</b> Whole Grain Bagels with cream cheese or butter All Natural Yogurt Parfaits with Granola and Fruit Assorted Whole Grain Cereals Mozzarella Cheese Sticks Fresh Fruit daily at breakfast, may be in conjunction with 100% fruit juice All meals served with Milk: 1% white, Fat Free Chocolate & Strawberry, Fat Free White (all antibiotic and hormone free)			

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

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

Monday	Tuesday	Wednesday	Thursday	Friday
<b>Day 1</b> Country Chicken Nugget Bowl with Mashed Potatoes And Com Whole Grain Roll Cherry Tomatoes - ½ Cup Fresh Apple Wedges	<b>Day 2</b> Hot Dog on a Whole Grain Bun Campfire Beans - ½ Cup Brown Rice - ½ Cup Cucumber Slices - 1/2 Cup Fresh Pineapple - 1/2 Cup	<b>Day 3</b> Meatball Parmesan on a Whole Grain Roll Marinara Sauce Celery & Carrot Sticks - ½ Cup Fresh Berries - ½ Cup	<b>Day 4</b> Hamburger or Cheeseburger on a Whole Grain Bun Baked French Fries - ½ Cup Red & Green Pepper Strips - ½ Cup Fresh Cantaloupe - ½ Cup	<b>Day 5</b> Cheese WG Pizza Fresh Broccoli Florets - ½ Cup Fresh Pear
<b>Day 6</b> Philly Cheese Steak on a Whole Grain Bun Pasta Salad - ½ Cup Red & Green Pepper Strips - ½ Cup Fresh Orange Wedges	<b>Day 7</b> Chicken Whole Grain Soft Taco Salsa Spicy Pinto Beans - ½ Cup Seasoned Brown Rice - ½ Cup Fresh Baby Carrots - ½ Cup Ripe Banana	<b>Day 8</b> Roast Turkey Breast w/ Gravy & WG Roll Mashed Potatoes - ½ Cup Butternut Squash - 1/2 Cup Fresh Grapes - ½ Cup	<b>Day 9</b> Popcorn Chicken w/ WG Roll Oven Baked French Fries - ½ Cup Col lard Greens - ½ Cup Fresh Watermelon - ½ Cup	<b>Day 10</b> Pepperoni WG Pizza Roasted Cauliflower - ½ Cup Fresh Peach
<b>Day 11</b> Chicken Nuggets Whole Grain Roll Baked Sweet Potato Fries - ½ Cup Fresh Berries - ½ Cup	<b>Day 12</b>	<b>Day 13</b> Grilled Cheese Sandwich with/without Tomato on Whole Grain Bread Fresh Baby Carrots - ½ Cup Fresh Apple Wedges	<b>Day 14</b> Chicken Parmesan on a Whole Grain Bun Steamed Com - 1/2 Cup Fresh Cantaloupe - ½ Cup	<b>Day 15</b> Cheese WG Pizza Broccoli Florets - ½ Cup Fresh Pineapple - ½ Cup
<b>Day 16</b> Baked Whole Grain Macaroni and Cheese Hummus - ½ Cup Celery Sticks - ½ Cup Fresh Grapes - ½ Cup	<b>Day 17</b> Beef Nacho Platter Salsa Brown Rice - ½ Cup Fresh Broccoli Florets ½ Cup Fresh Orange Wedges	<b>Day 18</b>	<b>Day 19</b> Chicken Patty a Whole Grain Roll Black Bean Salad - ½ Cup Cherry Tomatoes - ½ Cup Ripe Banana	<b>Day 20</b> Pepperoni WG Pizza Cucumber Slices - ½ Cup Fresh Watermelon - ½ Cup
<b>Day 21</b> Sloppy Joe on a WG Bun Red & Green Pepper Strips - ½ Cup Fresh Pear	Daily Lunch Offerings: Side Salad: 1-cup Dark Leafy Greens and Seasonal Vegetables as alternate daily vegetable offering Pre-Made Sandwiches: Turkey and/or Ham and/or Cheese: or American Cheese: or Tuna Salad: Peanut Butter or Sunflower Seed Spread and Jelly: all on Whole Grain Bread Bagel Meal: Whole Grain Bagel with Yogurt and/or Cheese and Fruit, Carrot Sticks, and Milk Fresh Fruit Daily At Lunch may be in conjunction with 100% fruit juice All meals served with Milk: 1% white, Fat Free Chocolate, Fat Free White (Antibiotic and Growth Hormone Free)			
Monday	Tuesday	Wednesday	Thursday	Friday
<b>Day 1</b> Burger Bar Top Your Own Beef. Turkey or Veggie Burger on Whole Grain Buns Baked Sweet Potato Fries - ½ Cup Baked Beans - ½ Cup, Fresh Apple	<b>Day 2</b> Country Chicken Nugget Bowl with Mashed Potatoes ½ Cup And Com ½ Cup Whole Grain Roll Cherry Tomatoes - ½ Cup Fresh Pineapple - ½ Cup	<b>Day 3</b> Italian Sausage, Peppers, Onions on a Whole Grain Roll Oven Baked French Fries - ½ Cup Carrot Coins - ½ Cup Fresh Berries - ½ Cup	<b>Day 4</b> General Tso's Chicken Seasoned Brown Rice - ½ Cup Red & Green Pepper Strips - ½ Cup Fresh Cantaloupe - ½ Cup	<b>Day 5</b> Pepperoni Pizza on WG Crust Fresh Baby Carrots Fresh Broccoli Florets - ½ Cup Fresh Pear
<b>Day 6</b> Meatball Parmesan on a Whole Grain Roll Marinara Sauce Roasted Cauliflower - ½ Cup Fresh Orange	<b>Day 7</b> Double Hot Dog Day Top Your Own on WG Rolls Baked Sweet Potato Fries - ½ Cup Cucumber Slices - ½ Cup Ripe Banana	<b>Day 8</b> Roast Turkey Breast With Gravy Whole Grain Bread Sticks Mashed Potatoes - ½ Cup Butternut Squash - ½ Cup Fresh Grapes - ½ Cup	<b>Day 9</b> Philly Cheese Steak on a Whole Grain Bun Spicy Pinto Beans - ½ Cup Black Beans - ½ Cup Fresh Watermelon - ½ Cup	<b>Day 10</b> Cheese Pizza on WG Crust Fresh Baby Carrots - ½ Cup Broccoli Florets - ½ Cup Fresh Peach

<b>Day 11</b> Grilled Cheese Sandwich with/without Tomato on Whole Grain Bread Oven Baked French Fries - ½ Cup Carrot Coins - ½ Cup Fresh Berries - ½ Cup	<b>Day 12</b> Whole Grain Spaghetti with Tomato Sauce and Meatballs WG Garlic Bread Zucchini Squash - ½ Cup Roasted Chick Peas - ½ Cup Fresh Pear	<b>Day 13</b> Chicken Poppers with Whole Grain Roll Baked Sweet Potato Fries - ½ Cup Black Beans - ½ Cup Celery Sticks - ½ Cup Fresh Apple	<b>Day 14</b> Beef Nacho Platter w/ WG Tortilla Chips Salsa Seasoned Brown Rice - ½ Cup Steamed Corn - ½ Cup Fresh Cantaloupe - ½ Cup	<b>Day 15</b> Pepperoni Pizza on WG Crust Fresh Baby Carrots Fresh Broccoli Florets - ½ Cup Fresh Pear
<b>Day 16</b> Baked Whole Grain Macaroni and Cheese Red Pepper Strips - ½ Cup Fresh Grapes - ½ Cup	<b>Day 17</b> Chicken Tenders Pasta Salad Sweet Pepper Strips - ½ Cup Cherry Tomatoes - ½ Cup Fresh Orange	<b>Day 18</b> Brunch for Lunch Whole Grain French Toast Sticks Turkey Sausage Hash Brown Potatoes Fresh Baby Carrots - ½ Cup Fresh Peach	<b>Day 19</b> Sloppy Joe on a WG Bun Baked Sweet Potato Fries - ½ Cup Black Beans ½ cup Ripe Banana	<b>Day 20</b> Cheese Pizza on WG Crust Fresh Baby Carrots - ½ Cup Broccoli Florets - ½ Cup Fresh Peach
<b>Day 21</b> Buffalo Chicken Patty on Whole Grain Roll Oven Baked French Fries - ½ Cup Ranch Slaw - ½ Cup Fresh Watermelon - ½ Cup	<b>Daily Lunch Offerings:</b> Side Salad: 1-cup Dark Leafy Greens and Seasonal Vegetables as additional daily vegetable offering. Pre-Made Sandwiches: Turkey and/or Ham and/or Cheese: Buffalo Chicken Breast; Salsalito Turkey; or American Cheese; Tuna Salad: Peanut Butter or Sunflower Seed Spread and Jelly; all on Whole Grain Bread. Pre-Made Salads/Platters (all served with Whole Grain Rolls): Chef or Grilled Chicken Caesar; Vegetable Platter with All-Natural Yogurt or Hummus; Fruit and Cheese Platter with All-Natural Yogurt Bagel Meal: Whole Grain Bagel with All-Natural Yogurt and/or Cheese and Fruit, Carrot Sticks, and Milk Yogurt Parfait: All Natural Yogurt with Granola and Fruit. Assorted Fresh Fruit Offered Daily At Lunch. 4 oz. 100% Fruit Juice Offered Daily. All meals served with Milk: 1% white. Fat Free Chocolate , Fat Free White (Antibiotic and Growth Hormone Free)			

Monday	Tuesday	Wednesday	Thursday	Friday
<b>Day 1</b> Burger Bar Top Your Own Beef, Turkey or Veggie Burger on Whole Grain Buns Baked Sweet Potato Fries - 1/2 Cup Baked Beans - ½ Cup Fresh Apple	<b>Day 2</b> Country Chicken Nugget Bowl with Mashed Potatoes ½ Cup And Corn ½ Cup WG Garlic Toast Cherry Tomatoes - ½ Cup Fresh Pineapple - ½ Cup	<b>Day 3</b> Grilled Cheese Sandwich with/without Tomato on Whole Grain Bread Celery Sticks - ½ Cup Fresh Berries - ½ Cup	<b>Day 4</b> General Tso's Chicken Seasoned Brown Rice - A Cup Red & Green Pepper Strips - ½ Cup Fresh Cantaloupe - A Cup	<b>Day 5</b> Meatball Parmesan on a Whole Grain Roll Marinara Sauce Fresh Broccoli Florets - 1/2 Cup Fresh Pear
<b>Day 6</b> Meat Lovers Whole Grain Calzone Marinara Sauce WG Garlic Bread Red & Green Pepper Strips - 1/2 Cup Fresh Orange	<b>Day 7</b> Double Hot Dog Day Top Your Own on WG Rolls Baked Sweet Potato Fries - ½ Cup Cucumber Slices - ½ Cup Ripe Banana	<b>Day 8</b> Roast Turkey Breast With Gravy WG Bread Sticks Mashed Potatoes - ½ Cup Butternut Squash - A Cup Fresh Grapes - ½ Cup	<b>Day 9</b> Philly Cheese Steak on a Whole Grain Bun Oven Baked French Fries - ½ Cup Spinach - ½ Cup Fresh Watermelon - ½ Cup	<b>Day 10</b>
<b>Day 11</b> Chicken Fajita on WG Soft Tortilla w/Onions and Peppers Mexican Brown Rice - ½ Cup Cherry Tomatoes -1/2 Cup Broccoli Florets - ½ Cup Fresh Berries - 1/2 Cup	<b>Day 12</b> Whole Grain Spaghetti with Tomato Sauce and Meatballs WG Garlic Bread Zucchini Squash - A Cup Roasted Chic Peas - ½ Cup Fresh Pear	<b>Day 13</b> Chicken Poppers with Whole Grain Rolls Cucumber Slices - ½ Cup Baked Sweet Potato Fries - ½ Cup Fresh Apple	<b>Day 14</b> Beef Nacho Platter w/ WG Tortilla Chips Salsa Seasoned Brown Rice - ½ Cup Steamed Corn - ½ Cup Fresh Cantaloupe - ½ Cup	<b>Day 15</b> Italian Sausage, Peppers, Onions on a Whole Grain Roll Oven Baked French Fries -½ Cup Carrot Coins - ½ Cup Fresh Pineapple - ½ Cup
<b>Day 16</b>	<b>Day 17</b>	<b>Day 18</b>	<b>Day 19</b>	<b>Day 20</b>



<b>Baked Whole Grain Macaroni and Cheese</b> <b>WG Bread Sticks</b> <b>Celery Sticks - ½ Cup</b> <b>Fresh Grapes – 1/2 Cup</b>	<b>Chicken Tenders</b> <b>Pasta Salad</b> <b>Sweet Pepper Strips - ½ Cup</b> <b>Cherry Tomatoes – 1/2 Cup</b> <b>Fresh Orange</b>	<b>Brunch for Lunch</b> <b>Whole Grain French Toast Sticks</b> <b>Turkey Sausage</b> <b>Hash Brown Potatoes – ½ cup</b> <b>Fresh Baby Carrots - ½ Cup</b> <b>Fresh Peach</b>	<b>Sloppy Joe on a WG Bun</b> <b>Baked Sweet Potato Fries - ½ Cup</b> <b>Broccoli - A Cup</b> <b>Ripe Banana</b>	<b>Spicy Chicken Patty on Whole Grain Roll</b> <b>Hummus - ½ Cup</b> <b>Ranch Slaw - ½ Cup</b> <b>Fresh Watermelon – 1/2 Cup</b>
<b>Day 21</b>				
<b>Chicken Parmesan on a WG Roll with Marinara Sauce</b> <b>Green Beans - ½ Cup</b> <b>Fresh Pear</b>	<b>Daily Lunch Offerings:</b> <b>Side Salad: 1-cup Dark Leafy Greens and Seasonal Vegetables as alternate daily vegetable offering</b> <b>Pizza: Whole Grain Crust Cheese Pizza, Vegetable or Meat Pizza; plus Daily Pizza Special</b> <b>Deli Bar with made-to-order Sandwiches</b> <b>Salad Bar with Fresh and Local Produce</b> <b>Pre-Made Peanut Butter or Sunflower Seed Spread and Jelly; all on Whole Grain Bread</b> <b>Chicken Patty on a Whole Grain Roll, Whole Grain Chicken Nuggets, Cheeseburger on a Whole Grain Roll</b> <b>Bagel Meal: Whole Grain Bagel with All-Natural Yogurt and/or Cheese and Fruit, Carrot Sticks, and Milk Yogurt Parfait: All Natural Yogurt with Granola, Graham Crackers, and Fruit</b> <b>Fresh Fruit Daily At Lunch may be in conjunction with 100% fruit juice: total fruit offerings must equate to 1 cup</b> <b>All meals served with Milk: 1% whole. Fat Free Chocolate &amp; Fat Free White (Antibiotic and Growth Hormone Free)</b>			

## PUTNAM VALLEY SCHOOL DISTRICT FOOD SERVICES BID 2017-2018

### MENU STANDARDS AND SPECIFICATIONS

The FSMC must consider the following menu standards/specifications when submitting a bid.

**1. Menus for the first month of service are part of this bid document. Future menus are to be developed with the assistance of the School Committee and SFA. Please see Section 5(b) below.**

**2. IN ADDITION TO THE ITEMS BELOW ALL OFFERINGS MUST COMPLY WITH THE PUTNAM VALLEY CENTRAL SCHOOL DISTRICT WELLNESS POLICY**

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

4. Chocolate milk must be fat free.

#### **5. Daily Menu Pattern**

##### a. Elementary School

- At least one hot entrée daily.
- Plus two pre-made sandwiches, to be offered on a variety of whole grain fiber rich breads and rolls.
- Plus tossed salad and vegetables as daily offerings
- Plus at least one additional vegetable selected daily from a variety of raw or cooked vegetables or homemade vegetable soup. When fresh vegetables are not available or practical, high quality canned or frozen products may be used to “fill in”. The use of fresh vegetable is encouraged. Frozen products are preferred over canned products.
- Fruit choices available every day will include two daily fresh fruits, (varied throughout the year), to include assorted melons, seedless grapes, kiwi, bananas, plums, peaches, varieties of pears etc. rotated weekly. Canned fruit must be in its own juice. Dried fruits, fruit cobblers and the like should be prepared using full strength 100% juices.
- Plus a choice of milk such as, fat-free chocolate milk, 1% lowfat white milk, and skim milk must be offered daily.
- Plus a salad plate lunch consisting of all meals components shall be offered daily. These are to be prepackaged in a clear sealed container and should be varied over the course of the week. Chicken Caesar Salad, chef’s salad, mozzarella and tomato salad, crudite platter with cheese, etc, are examples of items to be offered using fresh raw vegetables and fruits.
- Yogurt lunch to include a protein (yogurt plus protein such as cheese, cold cuts, tuna, hard boiled egg, a bread/grain, fruit and or vegetable selection and a choice of milk.
- During the Winter a variety of soups is to be made available through April.

b. Middle School and High Schools

• **The District desires to improve the menus to provide for a MINIMUM of three hot entrees daily. At the expiration of first 21 Day Menu Cycle the FSMC with the FSA will develop a menu to provide a choice among three hot entrees daily with implementation not later than November 1, 2017.**

- Plus daily homemade soup during the Winter through April.
- Plus tossed salad and vegetables as daily offerings.
- Plus at least one additional vegetable selected daily from a variety of raw or cooked vegetables or homemade vegetable soup. When fresh vegetables are not available or practical, high quality canned or frozen products may be used to “fill in”. The use of fresh vegetable is encouraged. Frozen products are preferred over canned products.
- Plus fruit choices available every day will include two daily fresh fruits, (varied throughout the year), to include assorted melons, seedless grapes, kiwi, bananas, plums, peaches, varieties of pears etc. rotated weekly. Canned fruit must be in its own juice. Dried fruits, fruit cobblers and the like should be prepared using full strength 100% juices.
- Plus a choice of milk such as, fat-free chocolate milk, 1% lowfat white milk, and skim milk must be offered daily
- Plus Premium Deli Bar offering a choice of freshly prepared protein salads or BOAR’S HEAD [or equal value] cold cuts to be served on a variety of fiber rich breads and rolls. Sandwiches and wraps are to include dark greens, tomato slices, onions, and a variety of condiments.
- . Plus whole muscle Bell & Evans chicken or equivalent.
- Plus a salad plate lunch consisting of all meals components shall be offered daily. These are to be prepackaged in a clear sealed container and should be varied over the course of the week. Chicken Caesar Salad, chef’s salad, mozzarella and tomato salad, crudite platter with cheese, etc, are examples of items to be offered using fresh raw vegetables and fruits.
- Yogurt lunch to include a protein (yogurt plus protein such as cheese, cold cuts, tuna, hard boiled egg, a bread/grain, fruit and or vegetable selection and a choice of milk.
- During the Winter a variety of soups is to be made available through April.

6. Cookies are to be homemade from scratch, mix or a frozen bake off program whenever possible.

7. Pizza is to be made fresh on the premises. No frozen prepared pizza is to be used.

8. All breads are to be fresh and delivered fresh daily.

9. ALL A LA CARTE ITEMS SOLD MUST MEET THE CRITERIA PROVIDED IN THE DISTRICT’S WELLNESS POLICY SUCH AS FAT CONTENT, SUGAR CONTENTS AND PORTION SIZE.

10. All ala carte salads are to be prepared fresh daily and served in covered packages consistent with current standards of the fast food industry.
11. All foods and menu choices offered to the first customer should be available to the last customer of the day
12. Menus are to be followed and served as printed, in all schools through all lunch periods. Frequent, unannounced deviation, without prior approval of the SFA is unacceptable.
13. Consistent high quality food service shall be provided by the FSMC that will be determined solely by the SFA. If the quality of the food service becomes inconsistent and after written notification and consultation with the FSMC; penalties, at the option of the SFA, will be imposed pursuant to Section 26 (C) of the contract as applicable.
14. Food that is not of specified quality or that has become spoiled, damaged, wilted, dried out, aged, or has changed color shall not be used.
15. The lunch menu is to be printed and distributed to students and administration and posted and publicized in all schools monthly. It should contain daily, weekly, or seasonal specials planned in conjunction with the service requirements for holiday, monotony breakers, educational events and other special events.
16. Employees are to be trained to portion all food items to meet the requirements of the menu pattern meal.

**PUTNAM VALLEY SCHOOL DISTRICT**  
**FOOD SERVICES BID 2017-2018**  
**Additional specifications**

The FSMC should consider the following requirements when submitting a bid.

In conjunction with the SFA, the FSMC shall:

1. Establish a mutually acceptable “time in line” standard for Cashier lines as well as lines at each point of service.
2. Provide for monotony breakers and promotional events and menu offerings in an effort to increase participation. Promotions should be done at least once a month. The FSMC should provide a promotional calendar with the bid.
3. All food shall be served at the proper temperatures. As an example, juices are not to be allowed to defrost on the serving line or served frozen.
4. The service areas are to be maintained in an uncluttered and clean manner.
5. Price Lists shall be posted at all points of service.

6. Enhance room décor by attractively merchandising each station. Posters, nutritional information, theme day material, and other promotional material are to be used.
7. Label all pre-packaged sandwiches, salads, and other menu items with the name of the product, ingredients and price as appropriate.
8. Wherever possible the FSMC shall implement a policy ensuring menu items are batch cooked in an effort to prepare food as close to service as possible.
9. Provide medium weight plastic utensils.
10. Food service employees are not to eat while serving customers or behind the line in view of a customer.

## **21 Day Cycle Menu – Breakfast; All Schools**

### **Daily From Day 1 Through Day 21**

#### **All breakfasts are to have:**

4 oz juice (Apple or orange) or canned or fresh fruit

8 oz milk (choice of assorted low fat or fat free)

#### Choice of:

Continental Breakfast (Elementary School)

Egg & Cheese Sandwich

2 oz scrambled egg

1 oz American cheese

Kaiser Roll

Or

Bagel w/butter or cream cheese

Or

2.2 oz muffin w/butter or cream cheese

or

Hard Roll w/butter or cream cheese

Or

Cold Cereal

#### **A premium breakfast is to be made available:**

Egg & cheese sandwich with 2 oz of meat (ham, bacon, or sausage)

Or

Comparable Breakfast Sandwich / Breakfast Entree

**PUTNAM VALLEY SCHOOL DISTRICT**  
**FOOD SERVICES BID**  
**2017-2018**

**Communications**

The FSMC should consider the following requirements for communications when submitting a bid.

The FSMC shall ensure:

1. Food Service Director visits each school at least twice per week, more often should the need arise.
2. District Manager to visit each school to observe preparation, service and cleanup at least four times during the school year.
3. A Youth Advisory committee is to be established with assistance of the District with the purpose of implementing a communications network among students, faculty, parents and the food service. Menu suggestions, service problems and enhancements, advertising for educational and other special programs are some of the items to be discussed at regular meetings.
4. The District Manager is to meet with the client /liaison quarterly to discuss financial performance and all other issues related to the food service operation as needed and as appropriate.
5. The Food Service Director is to meet with the principals of each school every other month and the District Treasurer at least once per month to ensure that the food service program is meeting both the contractual requirements as well as to ensure that the program is a quality program and it is operating at a high level of customer satisfaction.

## **SCHEDULE B**

### **ATTACH FOOD AND BEVERAGE PROCUREMENT SPECIFICATIONS HERE**

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

#### **Characteristics in a specification include:**

- ▲ Name of product
- ▲ Federal grade
- ▲ Size information for container and product
- ▲ Unit on which price will be based (bid units)
- ▲ Quality indicators: product type dictates the quality indicators; e.g., type, style, pacN, syrup density, special gravity, age, exact cutting instructions, weight range, composition, condition upon receipt of product, fat content, cut of meat used, marNet class, variety, degree of ripeness or maturity geographical origin, temperature during delivery and upon receipt, sugar ratio, milk fat content, milk solids and bacteria count, brand names, trim or yield, preservation or processing method, trade association standards, chemical standards.
- ▲ Packaging procedures and type of package
- ▲ Test or inspection procedures
- ▲ If a brand name is indicated, “or equal to” must be specified
- ▲ Include required portion sizes for each grade group
- ▲ Buy American – Refer to information in Appendix B

2017-2018 NYSED FSMC Type II Contract Prototype 60 3/15/2012



**Schedule B**  
**FOOD AND BEVERAGE PROCUREMENT SPECIFICATIONS**

To be developed by SFA based on individual SFA preferences and requirements. A nutrient analysis from the manufacturer must be available for processed brand name products, only when the products are not already in the CN database.

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) to purchase domestic commodities or products for use in meals served under the NSLP and SBP. The legislation defines “domestic commodity or product” as one that is produced in the United States and is processed in the United States substantially using agricultural commodities that are produced in the United States. “Substantially” means that over 51 percent of the final processed product consist of agricultural commodities that were grown domestically. These provisions now apply to all funds in the food service account and not just to federal reimbursement.

**QUALITY SPECIFICATIONS**

**PACKAGING:** All products must be delivered in a sanitary manner. All products shall be canned or packaged to the highest standards of the industry and shall meet all federal, state and local health requirements. All meat products must be wrapped or packaged to protect the contents. Fresh foods or frozen foods products must be delivered in refrigerated trucks properly. Frozen foods must be delivered in a completely frozen state. Cans shall be clean and without swells or dents. No crushed boxes. Fresh products shall not have been frozen. Frozen products shall not have been frozen for more than three months. Baked goods shall be wrapped in moisture vapor resistant wrappers and shall be protected against dirt and contaminants. Crushed products are not acceptable. Weights and counts are to be delivered to the nearest pound or count as ordered. Vendors must be willing to provide split cases if requested.

**PROHIBITION OF ADDITIVES:** In the interest of providing school children a proper nutritious meal, we prohibit the following in all foods:

Monosodium, Glutamate Sodium Nitrate Hydrolyzed Plant Protein Artificial Sweeteners Bleached Flour Non-enriched Flour Hydrolyzed Vegetable Protein Lean Finely Textured Beef or equivalent

**MEATS AND FISH:** All Meat shall be USDA inspected "Choice" or better. All fish shall be US government inspected. All poultry shall be USDA inspected grade A. All meats, fish, prepared meats, meat food products, and meat by-products whether in the fresh, manufactured, or processed state, must originate from fish or animals which were slaughtered, or from related products items, prepared in establishments regularly operated under the inspection of the Division of Meat Inspection, N.Y. State Department of Agriculture and Markets or the Federal Meat Inspection Program, Consumer & Marketing Service (C&MS) of the U.S. Department of Agriculture (USDA).

**Schedule B**

## **FOOD AND BEVERAGE PROCUREMENT SPECIFICATIONS**

Meats, fish and related items must be clean, sound, healthful and in all respects fit for human food. They shall be in prize condition when delivered. Weights shall be net at delivery. Deliveries must have a packing slip showing the net weight of each item, the price per pound and the cost extension. The School District reserves the right to test all products.

All meat, fish and poultry are to be delivered in a frozen state unless otherwise specified. Evidence of food having been thawed will be unacceptable. Only upon special request of a food service director shall meat, fish or poultry be delivered in a chilled state. Individual portions are to be individually frozen.

Pre-sliced, ready to eat meat or fish products shall be vacuum packed in one pound packages. Slices shall be a minimum of 1.1 oz each. All cooked meats shall be processed to a minimum internal temperature of 145 degrees F.

Where indicated, ingredients must be labeled as to their percentage composition during formulation.

Heating guide for reconstruction shall appear on or be provided in each case upon request of a food service director.

Date of production (open code) shall appear on each package or case.

Unless otherwise specified, Institutional Meat Specifications (IMPS) will apply.

USDA establishment number is to appear on each case or package.

All canned meat must be stamped with USDA establishment number

**CANNED & FROZEN GOODS:** All goods shall be USDA grades. All fruit is to be canned in light syrup except for pineapple and apple sauce. Pineapple shall be canned in its own juice. Applesauce shall be unsweetened. Canned fruits and vegetables shall be US Grade A fancy. Frozen fruits and vegetables shall be US Grade A. Unless otherwise noted, all products must be TOP GRADE A quality, or in the upper half of the grading scale for that product. Upon request, the vendor shall furnish the Government Grading Certificate for any questionable shipments. This certificate must be forwarded to the district within 10 days of the request. Canned green vegetables are not to be used, for example, canned spinach, asparagus, string beans, peas, etc. Frozen green vegetables are to be used instead.

The FSMC shall be in compliance with the following minimum product grades, standards and specifications.

Type of Product Grade Dairy Products Grade A Butter Grade AA, 93 Score, other than USDA commodities Milk Antibiotic & Hormone Free Margarine Prohibited Bread Whole Grain and enriched flour, commercial pack Meat USDA inspected choice or better Cold Cuts Reduced Fat and Reduced Sodium, as available

## **Schedule B**

## **FOOD AND BEVERAGE PROCUREMENT SPECIFICATIONS**

Cold Cuts Used in Premium “Deli” Boar’s Head or Equal Value Purchased Ground Beef Maximum 15% fat content Tuna Fish Government inspected chunk white Fish Government inspected Poultry US Government inspected Grade A Fresh Fruits And Vegetables Highest quality available Canned Fruits Highest quality available Canned Vegetables Highest quality available Bagels, Rolls, Bread Muffins To be baked and delivered fresh daily Cookies Baked on premises, Otis Spunkmeyer or Equal Value Condiments (Mayonnaise, Ketchup, Mustard, Relish etc.) National Brands Ice Cream A selection of premium and non premium brands Chips and Snacks National Brands Hot Dogs / Frankfurters Hebrew National or Sabrett or Equal Value Pizza Freshly made on premises Hamburgers Maximum 15% fat content

### **OTHER REQUIREMENTS:**

- No Foam disposables are to be used.
- Use of Fiber disposables are required.
- Use of clear plastic dishes and containers with lids are required for salads, chilled fruits, desserts, etc., as applicable.
- \* Use of equivalent products must be approved by the S.F.A. prior to service. The S.F.A. reserves the sole right to determine the quality and suitability of government donated foods for use in the Food Service Program.

The Putnam Valley School District reserves the right to consult with the FSMC in the selection of all food items used in the food service program.

## Schedule C

### ATTACH SFA LOCAL WELLNESS POLICY

**Local Wellness Policy Federal Regulation:**

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

## LOCAL WELLNESS POLICY

The Putnam Valley Central School District shall establish a Wellness Committee for the purpose of implementing the Local Wellness Policy and addressing the goals of this policy. The Wellness Committee shall include but not be limited to the School Business Official; the Director of Physical Education, Athletics and Health; District Health Coordinator(s); the Food Service Director; at least one parent; at least one student; and at least one member of the community.

### Mission Statement

The mission of the Wellness Committee is to educate children and their families about the importance of good nutrition and exercise as a means toward good health and fitness, including mental health and to effectuate positive practices within the schools that contribute to wellness.

### Wellness Committee Goals

The goals of the Wellness Committee include the following:

- teach children to eat well;
- provide guidelines for affordable and healthy school meals;
- teach children to be physically active;
- establish a healthy school environment;
- prevent diet-related chronic diseases;
- reduce childhood obesity;
- increase awareness regarding the importance of good nutrition, physical activity and other health/wellness issues; and
- interact with the community regarding concerns relating to health, nutrition and fitness.
- promote wellness among district personnel.

### Action Objectives

The Wellness Committee will develop and execute programs within the school and the community that are aimed toward fulfilling the above goals. The following action objectives are identified to realize said goals:

#### A. Objectives Related to Nutrition Education, Physical Activity and Other School-Based Activities Designed to Promote Student Wellness:

- 1) Provide students with information regarding health and wellness; communicate health and wellness messages and nutritional information to students in a multi-faceted manner via posters, assemblies, and other programs; and reinforce these

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messages and obtain feedback from students during physical education time and health education class.

2) Provide parents/guardians with health and wellness information to assist them in making healthier choices for their families. Such information could include but not be limited to:

- a. Health benefits of consuming a balanced diet;
- b. the importance of getting exercise and a good night's sleep;
- c. simple ways to prevent obesity; and
- d. the importance of dental health and the identification of ways to maintain good dental health.

3) Provide opportunities for all students to develop the knowledge and skills for specific physical activities, to maintain physical fitness, to participate regularly in physical activity, and to understand the short-term and long-term benefits of a physically active and healthy lifestyle.

4) Provide students from prekindergarten through grade 12 with nutrition education that leads to healthy lifestyles. Such education will be well integrated within a comprehensive school health education program that helps students learn more about the importance of various food groups and the relationship of a balanced diet and regular exercise to a healthy lifestyle.

5) Provide every student from kindergarten through grade 12 with regular, age-appropriate quality physical education as well as moderate to vigorous physical activity in accordance with nationally recommended guidelines. Such programs will build interest and proficiency in the skills, knowledge and attitudes essential to a lifelong physically active lifestyle, encouraging self-discipline and promoting activities that can be carried out over the course of students' lives. The physical education program will provide safe and satisfying physical activity for all students, including those with special needs. The physical education curriculum will be coordinated with the health education curriculum.

B. Objectives Regarding Nutritional Guidelines for All Foods Served in the Putnam Valley Central School District (All monitoring and guidelines will take into account alternative food choices and safe food choices for known groups of students and staff that exhibit food allergies:

1) Review and monitor the foods and beverages served in the cafeterias in regard to their nutritional values and enhance such values where possible, taking financial impact into consideration.

2) Provide guidelines for vending machines, foods available at sporting events, classroom parties, and other school functions as well as foods used for fundraisers.

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3) Continue to actively seek the District's participation in the U. S. Department of Agriculture's Food and Nutrition Service's Summer Food Service Program, which is administered through the New York State Education Department. This program was established to ensure that low-income children continue to receive nutritious meals during summer school.

4) Assure that foods and beverages served during the school week are nutrient dense; include whole grain products and fiber-rich fruits and vegetables; and provide students a variety of healthy choices to maintain a balanced diet. Foods and beverages available should minimize the use of trans fats, saturated fats, sodium and sugar as defined by the Dietary Guidelines for Americans. A la carte foods should include a variety of choices of nutritious foods such as fruits, vegetables, whole grains, and low-fat or non-fat dairy foods.

5) Assure that guidelines for reimbursable school meals shall not be less restrictive than regulations and guidance as outlined by the Department of Agriculture.  
Implementation and Evaluation of Local Wellness Policy

6) Assure that all foods sold in schools meet nutritional standards as required by the National School Lunch Act, as amended at section 9A(b)(2). All foods sold on each participating school campus under the jurisdiction of the local education agency (school district) during the school day must be consistent with the regulations governing the meal pattern requirements for reimbursable meals under the NSLP and SBP (7 CFR 210.10 and 7 CFR 220.8) and the regulations governing competitive foods (7 CFR 210.11), which include food and beverages that promote student health and reduce obesity.

The term "school campus" means all areas of the property under the jurisdiction of the school that are accessible to students during the school day. The term "school day" means the period from the midnight before to 30 minutes after the end of the school day.

Foods and beverages made available to all classroom students (such as in classroom parties and celebrations) must exclude peanut and tree nut derived ingredients to every extent possible.

Incentives involving food should be eliminated. Celebrations involving food made available to all classroom students should be on a pre-selected date and limited to no more than once per month per classroom during the school day.

The Local Wellness Policy shall be implemented and evaluated as follows:

A. The Superintendent, or his or her designee will be charged with the operational responsibility for ensuring that the District effectively implements the Local Wellness Policy.

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PVCSD Policy 5405

B. Activities and programs will be reviewed by the Wellness Committee on a regular basis to increase participation and ensure continued success in working toward the goals of the Local Wellness Policy.

C. The Wellness Committee will meet at least three times during the school year including an end-of-the-year meeting to assess the progress of programs and evaluate the achievement of established goals. The Wellness Committee will report periodically to the Superintendent of Schools on the District's compliance with the Local Wellness Policy and said report shall be forwarded to the Board of Education.

D. The Local Wellness Policy will be revised periodically to keep up with changing needs and keep the policy current.

Ref:

§204 of the Child Nutrition and Women, Infants and Children Reauthorization Act of 2004  
(7 CFR 210.10 , 210.11 and 7 CFR 220.8)

Adopted: 04/19/16

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## Schedule D1

### COST RESPONSIBILITY DETAIL SHEET

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

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

	Other* - specify (cannot include overhead expenses incurred by FSMC)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Other* - specify (cannot include overhead expenses incurred by FSMC)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Other* - specify (cannot include overhead expenses incurred by FSMC)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

## **Schedule D2**

### DETAILED EXPLANATIONS FROM COST RESPONSIBILITY DETAIL SHEET



## **Schedule E**

### **ATTACH ITEMIZED INVENTORY LIST**



## Schedule F

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

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

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

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

# Aramark Food Safety Standards (HACCP Manual)

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## 1.0 Safety & Risk Control Food Safety Contact List

**Petra Snellen**

Food Safety Director Phone: 215-413-8745 E-Mail: [snellen-petra@aramark.com](mailto:snellen-petra@aramark.com)

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## 2.0 HACCP STANDARDS

Aramark's Food Safety Quality Assurance Process (see figure below) is integrated into our daily food service operations and includes specific standards that are operationally aligned into our daily practices. Being dedicated to this process enables consistent, repeatable food safety performance and clarifies roles and responsibilities for our associates.

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### Food Safety Quality Assurance

Aramark SAFE Commitment

1.0 Associate Health

2.0 Associate Hygiene

4.0 Pest Management

5.0 Cleaning & Sanitation

3.0 Location & Equipment

8.0 Service & Delivery

6.0 Receiving & Storage

7.0 Food Handling

9.0 Hazard Control & Management

### 1.0 Associate Health Standard

To help prevent the spread of illness in our operations - particularly foodborne pathogens, the Associate Health - Conditional Applicant Process is now a critical part of the Aramark hiring process and is for all U.S. hourly and salaried individuals. Important requirements of this process include the following:

■ All U.S. salaried and hourly conditional applicants must complete Form A - Conditional Applicant Health Form (provided below in English and Spanish) as part of their hiring process.

■ This form must be completed prior to the applicant beginning work. ■ Answer the self-certification question in PeopleCenter (or using the PIF as currently required for select Facility Services operations).

■ If a third party medical professional company is needed, follow the steps to complete the conditional applicant process flow.

#### Associate Health Conditional Applicant Form

**Hiring manager ensures all food and non-food conditional applicants complete Form A – Conditional Applicant Health Form:**

- ✓ The Conditional Applicant Health Form is part of the hiring process and must be consistently used across the US.
- ✓ This form is currently for new hires only (not for existing associates transferring into new roles).
- ✓ The Conditional Applicant Health Form contains questions pertaining to confirmed illnesses, which the hiring manager needs to be aware of so that appropriate steps can be taken to preclude the transmission of foodborne illness.
- ✓ This form is similar to the Background Check Consent Form, which must be completed only after a conditional offer of employment has been made.
- ✓ The hiring process cannot continue until both forms have been completed. ✓ If a conditional applicant refuses to complete the form, the hiring manager or Human Resource professional must contact their Employment Relations professional before taking any action based on that refusal.
- ✓ The Conditional Applicant Health Form must be kept in an employee's confidential medical file, separate from the employee's personnel file. If a conditional applicant is not hired for any reason, this form should be kept with the employment application in a file created strictly for that purpose.



✓ For additional information, refer to the Conditional Applicant Process FAQs on the SAFE Portal.

**When an alleged food illness or food injury incident is reported, follow the steps below.**

This guide provides ARAMARK managers with important information about how to respond to alleged food safety incidents. Managers must respond immediately to alleged food safety incidents once a complaint or issue has been brought to their attention. A timely and precise response is critical for an effective investigation and the subsequent defense of any associated incidents.

In addition, the proper attention to alleged food safety incidents can have positive business outcomes.

**Associates and Managers must:**

**Respond to Alleged Food Illness/Injury Incident**

- ✓ Always show concern for the customer. Inquire as to whether the customer needs medical attention.
- ✓ Tell the customer, "I am very sorry to hear that you were not feeling well."
- ✓ Assure the customer that all complaints are taken seriously, Aramark specialists will be notified of the incident, and the matter will be investigated thoroughly.

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**Associates must:**

Communicate With Management ✓ Immediately notify a manager. ✓ Keep managers informed of developing information.

**Managers must:**

Identify and Isolate Suspected Ingredient(s) ✓ Identify and isolate all the suspected ingredient(s) and food products involved in the alleged incident.

– Determine with Line of Business (LOB) Legal and Safety & Risk Control (S&RC) how and where suspected ingredients will be stored during investigation.

✓ Label all food products with the Aramark Do Not Use/Return to Vendor Sign (order through the Aramark SAFE portal).

– Do not discard the suspected food products (or any foreign object) until the investigation has been completed and you have been directed by LOB Legal to discard.

– Maintain safe food handling and temperature controls at all times for all products involved in alleged food safety incidents.

**Gather Information**

✓ Use the Aramark Alleged Food Safety Incident Fact Sheet to collect the necessary information about the alleged incident, with as much detail as possible. Refer to Section 3.12.6 Additional Tools & Information.

✓ Create a separate file for each incident and retain copies of all documentation during the investigation process (e.g., production records, logs, invoices, receiving documents, notes, correspondence with interested parties and clients) in the file.

**Report Alleged Incidents**

✓ Call **1-800-645-RISK (7475)**. Note that this number is for Aramark use only (i.e., not to be given to customers).

✓ Notify your immediate supervisor and appropriate LOB support (Food Service Director [FSD], General Manager [GM], District Manager [DM], Regional District Manager [RDM], Food Safety Implementation Coordinator [see contact information sheet], etc.) about the incident.

**Participate in Investigation Process**

✓ Play an active role on stakeholder conference calls, as requested.

✓ Notify your Aramark LOB Legal and Communications representatives regarding any regulatory agency inquiries.

**Follow Up**

✓ Ensure that sufficient corrective actions are implemented and sustained to reduce the likelihood of the event

occurring in the future.

**District Managers and Regional District Managers must ensure that:**

- ✓ Alleged incidents are reported by location management in a timely manner. ✓ Information provided by the location is accurate and in as much detail as possible. ✓ Appropriate corrective actions established during the incident investigation have been implemented.

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## 2.0 Aramark Hygiene Standard

The Centers for Disease Control and Prevention (CDC) has reported that poor associate hygiene is one of the top five risk factors contributing to foodborne illness in food service environments. The CDC identified the main risk factors to be insufficient or improper handwashing and the improper use of disposable gloves.

The purpose of this standard is to establish consistent hygiene standards and procedures for all Aramark associates. Additional information and tools on this standard and procedure is also available on the Aramark SAFE Portal.

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**Observe associate appearance to make sure clothing and uniform, hair restraint, and jewelry standards are followed.**

- ✓ Ensure that associates are clean, well groomed, and free of objectionable odors.
- ✓ Make sure associates wear clean, well-maintained uniforms (including apron) and slip-resistant shoes.
- ✓ Ensure aprons are removed prior to entering a restroom and prior to taking a break.
- ✓ Make sure hair is properly secured with acceptable hair restraints: hat, baseball cap, hairnet, and visor with hairnet.
- ✓ Ensure that facial hair longer than 1/4 inch is restrained. ✓ Make sure associates with hair at shoulder length or longer wear their hair in a ponytail (with hair restraint listed above) using an elastic band.
- ✓ Ensure no hair pins, bobby pins, or clips of any kind are used.
- ✓ Ponytails in excess of 1 foot are secured in a bun and worn with one of the hair restraints listed above.

**Exception:** Wait staff/room attendants are not required to use hair restraints, but must pull hair that is shoulder length or longer into a ponytail.

- ✓ Ensure that only permitted jewelry is worn: – Single, plain ring with no stones – Stud earrings (maximum 1/4 inch diameter) – Necklaces (including medical information) secured below uniform – Watches/bracelets are not permitted

**Designate area for associates to store personal belongings and medications; ensure that standards are followed.**

- ✓ Make sure personal belongings (such as wallets, iPods, cell phones, food) and medications (included refrigerated) are stored only in designated areas.
- ✓ Associate lockers
- ✓ Associate break room
- ✓ Labeled bins with lids
- ✓ Refrigerated foods stored inside a labeled leak-proof container with lid that is identified for the storage of associate food
- ✓ Make sure that associates store medication only in designated areas (associate lockers, manager's office), that medications have legible manufacturer's labels, and that they comply with Aramark's Drug-Free Workplace Act Policy.

✓ Ensure that refrigerated medications are stored inside leak-proof containers identified for the storage of medicines only. These medications can be stored either in refrigerators designated only for associate use or designated areas of general-use refrigerators

**Confirm that hand and arm hygiene standards are followed.**

✓ Ensure that hands and arms are washed in designated handwash sinks and before/after various activities (e.g., starting work, switching tasks).

✓ Observe associate handwashing procedures as stated on the Aramark Food Safety Training Washing Hands & Arms information.

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Page 8 of 75 ✓ Make sure that fingernails are kept short (no longer than the ends of the finger tips) and clean with no nail polish, false nails, or nail adornments.

✓ Ensure that associates report any wounds or lesions (i.e., cuts, sores or burns on hands, wrists and exposed portions of arms).

✓ Do not allow associates with lesions or wounds on their hands, wrists, or exposed portions of their arms to work until:

- All **uninfected** wounds or lesions are covered with a blue bandage. If on the hands or wrists, a disposable glove must be worn over the blue bandage.

- All **infected** wounds or lesions are covered with a blue bandage and then a second tight fitting bandage. If on the hands or wrists, a disposable glove must be worn over the blue bandage

**Ensure that associates follow proper disposable glove procedures.**

✓ Remind associates that wearing disposable gloves does not replace proper handwashing. ✓ Make sure associates wear disposable gloves when handling all types of food, and when engaged in food production in all serving/production areas.

✓ See that associates wear disposable gloves to cover blue bandages.

✓ Make sure associates change disposable gloves: – Immediately when gloves are torn or damaged – Upon leaving and returning to the production area – After handling personal belongings and medications – After touching wounds/lesions or bandages – Between tasks – When associates sneeze, cough, blow their nose, or touch their hair, face, or nose

✓ Ensure that associates use disposable gloves for single use and that they do not wash and/or reuse disposable gloves.

✓ These gloves do not provide any protection from heat sources. Misuse can result in injury. **Make sure tasting, eating, drinking, and tobacco standards are followed.**

✓ When an associate tastes a sample of food, observe that a single-use utensil is used (no fingers, no bread) and discarded (not reused). Sample must be tasted away from food.

✓ Designate eating and drinking areas for associates. (Associates may not eat or drink outside of these designated areas.)

✓ Designate tobacco areas for associates. (Associates may not smoke or use chewing tobacco inside Aramark locations.)

✓ Ensure that areas designated for eating, drinking, using tobacco, or chewing gum are located AWAY from food preparation/production/service areas, warewashing areas, and storage areas.

✓ Make sure associates wash their hands after eating, drinking, and/or using tobacco. **Ensure service animal standards are followed.**

✓ Associates may not handle live animals at Aramark locations, except for patrol dogs and approved service animals.

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### 3.0 Location & Equipment Standard

Everything at an Aramark location needs to be maintained in good condition and kept clean to prevent the introduction of pathogenic microorganisms, physical and chemical contaminants (including allergens), as well as the growth of pathogenic bacteria, all of which can cause foodborne illness, injury, or allergic reactions. Contaminants can be introduced to equipment, utensils, or food if physical locations are not maintained in good condition, are not kept clean, are improperly cleaned, or if water used to prepare or wash foods for drinking purposes or to clean equipment and utensils does not come from an approved source.

The purpose of this standard is to establish consistent standards and procedures for all Aramark locations and equipment used at those locations. Additional information and tools on this standard and procedure is also available on the Aramark SAFE Portal.

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#### **Ensure proper equipment is provided and properly maintained.**

✓ Obtain equipment and utensils from Aramark authorized suppliers

✓ Cutting boards must be certified – Baker's tables made of hard maple may be used in bakery locations and hard maple cutting boards may be used to display foods – Ecolab Food Safety Solutions or other non-slip board/mat (Board Mate®) – Digital (must be certified) and hanging thermometers – Adequate temperature-controlled equipment – Smooth, non-porous ingredient/product containers – Durable, leak-proof waste receptacles

✓ Ensure mobile equipment casters have wheel locks/restraints. ✓ Make sure stationary floor-mounted equipment that is not easily moveable is either sealed to the floor or properly elevated.

✓ Confirm that food-contact surfaces of equipment and utensils are made of safe, durable, non-porous, corrosion-resistant, material and are easily cleanable.

✓ Make sure that cold and hot transport units are available for the service and distribution of TCS foods (refer to the Aramark Service & Delivery Standards and Procedures for temperature requirements).

✓ Make sure refrigerators, Grab-n-Go coolers, and freezers have internal hanging thermometers, rust-proof/resistant shelves, rust-free fan guards, gaskets in good repair, and doors that are properly hinged and seal tightly.

✓ Walls and ceilings of refrigeration units should be constructed of materials that are resistant to moisture and corrosion, and floors of walk-in units should be constructed with anti-slip materials.

#### **Make sure equipment and utensils are used properly.**

✓ Observe that associates use equipment and utensils for their intended purpose.

✓ Ensure associates use polyethylene cutting boards that are certified and that they use the correct color: – White: ready-to-eat foods and washed produce – Green: unwashed produce – Red: raw poultry, raw meat, and raw fish and shellfish

✓ Make sure can openers/bases are clean and in good repair. ✓ Make sure internal hanging thermometers are hung in the warmest spot in refrigerators/freezers. ✓ Use Aramark-authorized thermometers/thermocouples to take temperatures of food products and water.

✓ Refer to the Thermometer/Thermocouple Guide. – Refer to the Thermometer/Thermocouple Verification Guide and Calibration Guide for verifying/calibrating thermometers. – Refer to the Dishmachine Final Rinse Temperature Guide for checking final rinse temperatures of dishmachines.

- ✓ Verify that vending machines work properly and food packaging is completely intact until the product is received by the customer.

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Page 10 of 75 ✓ Confirm that interior waste receptacles are placed in locations that will prevent contamination of food or equipment.

- ✓ Make sure associates place a plastic liner inside all interior waste receptacles.
- ✓ Ensure that exterior waste receptacles are placed a sufficient distance from the building and that lids are kept closed when not depositing garbage.

**Make sure temperature-controlled equipment is maintained at the correct temperatures.**

- ✓ Confirm these temperatures for temperature-controlled equipment: – Freezers: 0°F (-18°C) or below – Walk-in and reach-in refrigerators: 36°F to 40°F (2°C to 4°C) – Aircscreen refrigerators and Grab-n-Go coolers: 34°F to 38°F (1°C to 3°C) – Hot boxes and hot display equipment: 165°F (74°C)

- ✓ Make sure vending machines maintain/dispense products at these temperatures: – Frozen TCS foods: 0°F (-18°C) or below – Cold beverages: 36°F to 40°F (2°C to 4°C) – Cold TCS foods: 41°F (5°C) or below – Hot TCS foods: 140°F (60°C) or above

**Ensure equipment, utensils, and surfaces are cleaned and inspected.**

- ✓ Include all equipment on the location's Master Cleaning Schedule. ✓ Make sure non-food-contact surfaces and food-contact surfaces/equipment are properly cleaned and kept free of debris.

- ✓ Keep all equipment and utensils in good repair.
- ✓ Inspect food-contact surfaces to ensure they are smooth, free of cracks, chips, dents, and sharp corners.
- ✓ Inspect cutting boards for cuts/grooves/gouges, worn surfaces, or dark coloration.
- ✓ Inspect refrigerators and freezers to make sure they are not overstocked and are free of frost buildup.
- ✓ Make sure the exterior waste receptacle area is free of garbage spillage, trash litter, debris debris, or junk, and make sure garbage is removed on a regular basis.

**Arrange for the proper maintenance of equipment and repair/replace equipment/utensils as necessary.**

- ✓ Work with building management to schedule annual preventative maintenance for equipment used to control food temperatures (e.g., freezers, refrigerators, hot boxes).

- ✓ Include equipment that requires operating maintenance on the Aramark Master Cleaning Schedule. ✓ Ensure maintenance, repair, and replacement is authorized and performed by building management or an authorized SCM vendor.

- ✓ Replace equipment and utensils that cannot be repaired.

- ✓ Mark out-of-service or unused equipment/utensils with the words "out of service." Make sure out-of-service equipment/utensils are repaired or replaced within 90 days or relocated to long-term storage.

**Make sure the proper records are maintained.**

- ✓ Document damaged or improperly working equipment and the corrective actions taken on the Aramark Maintenance Work Order Log.

✓ Notify building management or an authorized SCM vendor of equipment needing repair and document repair requests on the log.

✓ If the issue is not resolved and is impacting operations, escalate the issue to the regional office. ✓ Keep records on file at the Aramark location for 1 year unless more stringent local or regulatory requirements exist.

**Make sure areas are properly designed, constructed, and set up.**

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Page 11 of 75 ✓ Ensure floors steam from the building, and that working and dining areas are free are constructed of proper materials. Make sure rubber anti-slip mats are used in required areas.

✓ Validate through building management or an authorized Aramark Supply Chain Management (SCM) vendor that the facilities' ventilation system is capable of removing smoke fumes, cooking vapors, and of noxious odors and fumes.

✓ Make sure plumbing systems include air gaps, backflow prevention devices, grease traps, and no cross connections between potable and non-potable water.

✓ Make sure walls and ceilings are maintained clean and in good condition. ✓ Validate through building management or an authorized Aramark SCM vendor that restrooms meet applicable state or local building code requirements.

✓ Provide associates with break areas and lockers or an approved, designated area to store personal belongings.

✓ Validate through building management or an authorized Aramark SCM vendor that drinking water comes from a public water supply and or an approved source in accordance with safe drinking water standards.

✓ Basements with finished walls, ceilings, and floors may be used without restriction. Basements lacking these may only be used to store items such as maintenance and groundskeeping tools.

**Provide the right equipment, systems, and supplies.**

✓ Provide proper lighting, Aramark-approved floor mats, and self-closing and self-latching exterior entry doors.

✓ Verify that all locations have an adequate number of handwash sinks readily accessible, properly equipped, and properly located (not more than 25 ft from the work station), including mobile handwash sinks.

✓ Make sure associates wash hands only in handwash sinks and that handwash sinks are used only for handwashing.

✓ Post Aramark handwashing signage at all handwash sinks. ✓ Provide hot water for equipment usage, hygiene, cleaning, and sanitation. ✓ Make sure restrooms are stocked with the proper supplies.

**Ensure locations are properly maintained.**

✓ Maintain locations clean, organized, and in good repair. Include all areas and equipment on the Master Cleaning Schedule to make sure that:

- - - -

Floors and floor mats are cleaned daily. Walls and windows are clean and free of holes, breaks, mars, or scuffs. Ceilings are clean and free of residue and buildup. Doors and refrigeration curtains are clean and in good repair.

✓ Replace light bulbs that do not work; replace missing or damaged light covers or shields. ✓ Ensure exhaust vents are clean and free of grime. ✓ Make sure plumbing is free of leaks, clogs, or missing fixtures. ✓ Keep drains clean and free of obstructions, debris, grime, insects, and odors.

**10. Make sure the proper records are maintained.**

✓ For water supplied from an individual or community well, document that the well is tested by the state or local regulatory agency for water quality every year or as required.

- ✓ Clean hoods and hood filters, and sanitize drains according to the Aramark Master Cleaning Schedule. Record cleanings on the schedule.
- ✓ Maintain records at the Aramark location for 1 year unless more stringent local or regulatory requirements exist.
- ✓ Document any necessary repairs on the Maintenance Work Order Log.
- ✓ Ensure communications with client or equipment/service provider is maintained until issue is resolved. Document the date the issue is resolved on the Maintenance Work Order Log.

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## 4.0 Pest Management Standard

The pest management standards and procedures help prevent the introduction of pathogenic microorganisms carried by pests that can cause foodborne illness to Aramark customers, associates, and clients. Pests can carry pathogenic microorganisms that can contaminate food and, in turn, cause foodborne illness. These pathogenic organisms can be introduced into food through contact with pests' hair, feces, urine, and feet. Pests can also cause thousands of dollars worth of damage to food businesses and the negative publicity can damage the reputations of these businesses in the process. Effective measures must be taken to eliminate the presence of pests in food establishments.

The purpose of this document is to establish consistent standards and procedures for all Aramark food service locations. Additional information and tools on this standard and procedure is also available on the Aramark SAFE Portal.

### 1. Ensure a pest control service program is in place with a licensed pest control provider.

- ✓ Pest control provider must:

- - - -

Be available 24-hours a day for emergency coverage. Complete a minimum of 4 inspections a year. Provide service records. Comply with all regulatory requirements.

### 2. Verify pest control tools are available and properly used.

- ✓ Ensure insect light traps and bait stations meet all required standards.
- ✓ Educate associates using the Pest Management Training Tool.
- ✓ Educate associates on how to use the Aramark Pest Sighting Log.
- ✓ Ensure only pesticides approved for use in food service or food manufacturing facilities are used at Aramark locations.
- ✓ Ensure pesticides are only applied by a licensed pest control provider certified to apply restricted-use pesticides and are not kept on site.
- ✓ Review all pest control service records and keep them on site for 1 year.

### 3. Prevent and control pests at Aramark locations.

- ✓ Train associates how to identify pests and signs of pest activity. ✓ Inspect shipments of food and supplies for evidence of pests. ✓ Regularly inspect the premises for openings to the outside and for evidence of pests.
  - ✓ Maintain good housekeeping and general cleanliness and sanitation. ✓ Promptly correct sanitation/structural deficiencies noted by pest control provider. ✓ Ensure all windows and doors (if necessary) are fitted with insect-proof screens. ✓ Use corrective actions to control pests:
- If an associate observes pests or signs of pests, the manager must: a) Notify pest control provider. b) Notify pest control provider if devices need service. c) Notify pest control provider and immediate supervisor of active sightings or signs of activity.

### 4. Maintain proper record keeping.

- ✓ Verify associates complete the Aramark Pest Sighting Log every time they observe a pest or signs of pest activity.
- ✓ Ensure that the Aramark Pest Sighting Log is available, in use, and accessible for review at all times. ✓ Review the



pest control service records provided by the pest control provider. ✓ Maintain records at the Aramark location for 1 year unless more stringent local or regulatory requirements exist. ✓

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## 5.0 Cleaning & Sanitation Standard

Everything at an Aramark location needs to be maintained in good condition and kept clean to prevent the introduction of pathogenic microorganisms, physical and chemical contaminants (including allergens), as well as the growth of pathogenic bacteria, all of which can cause foodborne illness, injury, or allergic reactions.

The purpose of this document is to establish consistent standards and procedures for all Aramark cleaning and sanitizing and warewashing to prevent the introduction of pathogenic microorganisms and physical and chemical contaminants (including allergens) and to reduce the risk of chemical contamination of food or the environment caused by using unapproved chemicals. Additional information and tools on this standard and procedure is also available on the Aramark SAFE Portal.

### 1. Make sure approved equipment, tools, cleaning materials, and chemicals are available.

- ✓ Contact approved chemical supplier to obtain required dispensing equipment, signage, and approved chemicals.
- ✓ Make sure that all SDSs are current and accessible to all associates.
- ✓ Make sure that associates have PPE and that proper equipment is available for:
- ✓ Cleaning (green and red buckets, spray bottles and labels, nylon scrub pads).
- ✓ Manual warewashing (three-compartment sink, detergent and sanitizer dispenser, thermometer, timer/clock, nylon scrub pads).
- ✓ Mechanical warewashing (high- and low-temperature dishmachines).

### 2. Set up and monitor chemical dispensers and warewashing equipment.

- ✓ Properly set up dispensers and warewashing equipment and make sure they are operating correctly.
- ✓ Twice a day, test and record:
- ✓ Sanitizer concentration for each sanitizer dispenser on the Sanitizer Dispenser Log for each location open for service (open and mid-day).
- ✓ Final rinse temperatures on Dishmachine Temperature Log (open and close). ✓ Final rinse concentrations on Dishmachine Sanitizer Log (open and close). ✓ Follow corrective actions on the logs above if results do not meet the requirements.

### 3. Properly use, change, and store cleaning materials, tools, chemicals, and Warewashing equipment.

- ✓ Make sure chemicals are used according to manufacturer's instructions.
- ✓ Do not combine chemicals.
- ✓ Do not free-pour concentrated chemicals or use them at full strength.
- ✓ Use only quaternary ammonium sanitizers that have an effective range of 150-400 ppm (alternative sanitizers must be approved prior to use).
- ✓ Do not use bleach as a sanitizer or disinfectant in food service operations.
- ✓ Make sure associates use red and green buckets for cleaning purposes only.
- ✓ Monitor solutions in red and green buckets and make sure wiping cloths are changed between meal periods or any time they become soiled.
- ✓ Store chemicals in the original container from the manufacturer. If a chemical is transferred to a new container, affix the preprinted manufacturer's label with the name of the contents on the new container.
- ✓ Store equipment and utensils at least 6 inches above the floor and away from walls.



✓ Store labeled “in-use” chemical containers (buckets/spray bottles) in a manner that limits the potential for food product contamination. Make sure these containers have the preprinted manufacturer’s label with the name of the contents.

✓ Ensure that green and red buckets are not stored on or above work surfaces or service stations where food is being handled, served, or stored.

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#### **4. Make sure food-contact and non-food-contact surfaces are clean.**

✓ Schedule appropriate times and number of associates to clean and sanitize.

✓ Maintain a current Master Cleaning Schedule.

✓ Confirm associates wash hands before handling clean equipment and utensils.

✓ Ensure food-contact surfaces are cleaned and sanitized after each use, and air-dried before being placed into storage.

✓ Monitor non-food-contact surfaces to keep them free of dust, dirt, food, and debris. ✓ Refer associates to the Ecolab Cleaning Procedures and Ecolab Deliming Procedures for specific procedures on the SAFE Portal.

### **6.0 Receiving & Storage Standard**

Receiving is the first step in the flow of food through a food service location. It is important that the products delivered meet the specifications of the products ordered and that the receiving process does not compromise product safety or quality.

The purpose of this document is to establish consistent standards and procedures for all Aramark receiving and storage. Additional information and tools on this standard and procedure is also available on the Aramark SAFE Portal.

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#### **Use Aramark SCM-authorized suppliers or third-party food services.**

✓ Refer to the authorized supplier list in the Supplier Information Management (SIM) system. SCM authorization does not apply to government commodities. – SCM is responsible for selecting suppliers that meet Aramark’s safety, quality, and legal requirements (e.g., no threatened/endangered species, no wild game).

– For sushi (with raw fish) purchased through an authorized supplier, ensure parasite destruction documentation is provided.

✓ If using unauthorized suppliers due to contractual or client demand, ensure that SCM receives the following before a product or service is brought into the location: – Certificate of Liability Insurance. – Signed Vendor Warranty or Third-Party Food Service Warranty.

✓ For high-risk foods from a vendor, a third-party audit completed within last 6 months.

#### **Properly schedule and receive all deliveries.**

✓ Make sure that only designated, trained associates schedule and receive deliveries. ✓ Ensure delivery areas are well lit, organized, clean, and pest free. ✓ Always confirm the identity of delivery personnel. ✓ Sign the Delivery Invoice or Ticket only when the delivery has been accepted.

✓ Make sure all deliveries are logged on the Daily Receiving Log or Delivery Invoice/Ticket. ✓ Do not allow deliveries to be left in an unsecured area or stored on the floor. ✓ Move refrigerated/frozen TCS foods into temperature-controlled equipment within 60 minutes of delivery.

#### **Make sure all deliveries are checked, labeled, and segregated.**

✓ Visually inspect deliveries for damage, spoilage, product labels, signs of temperature abuse, cross contamination,

foul odors, and evidence of pests.

- ✓ Check for product manufacturer's "Use By/Best Before" dates (exception: government commodities).
- ✓ Ensure raw animal proteins are stacked below other foods and non-food, single-use articles. Exceptions: Deliveries may have frozen raw animal proteins or eggs stacked above other foods and non-food, single-use articles.

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- ✓ Ensure chemicals are stacked below foods and non-food, single use articles.
- ✓ Use the appropriate tool (date gun with label or NSF food-contact permanent marker) to label products upon receipt with the "Receive" date (except milk and bread). Refer to the Food Handling Standards and Procedures (Labeling).
- ✓ Ensure proper food rotation using the FIFO Method. – For all food products except for milk and bread, use the "Receive" date. – For milk and bread, use the manufacturer's "Use By/Best Before" date.
- ✓ Ensure shellstock have proper labels/identification tags attached to each container. **4. Ensure delivery temperature standards are met.**
- ✓ Use a clean and calibrated digital thermometer to take temperatures of foods: – Hot foods must be 140°F (60°C) or above. – Refrigerated TCS foods must be 41°F (5°C) or below. – Exception exists for molluscan shellfish and raw eggs that can be accepted at temperatures up to 45°F (7°C); however, the products must be cooled to 41°F (5°C) or below within 4 hours.
- ✓ Make sure frozen foods are frozen solid. ✓ Record temperatures on the Delivery Invoice/Ticket or Daily Receiving Log.

**5. Reject all deliveries that:**

- ✓ Do not meet delivery temperature requirements. ✓ Show signs of contamination, pests, or damage.
- ✓ Have cans that are swollen, dented, or damaged. ✓ Do not have product labels or the proper shellstock tags

## **7.0 Food Handling Standard (Cooking & Reheating)**

Food that is being prepared is at risk from cross-contamination and time-temperature abuse.

The purpose of this document is to establish consistent standards and procedures for all Aramark Food Handling.

Additional information and tools on this standard and procedure is also available on the Aramark SAFE Portal.

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**Ensure that foods are cooked and reheated to the required temperatures.**

- ✓ Post the Aramark Minimum Internal Cooking & Reheating Temperatures Sign in all production areas where foods are cooked and/or reheated.
- ✓ Aramark-prepared foods – Make sure final internal temperature reaches 165°F (74°C) for 15 seconds for all reheated foods.
- ✓ Commercially processed precooked foods and ready-to-eat foods (for immediate service) – Check representative samples to make sure they reach 140°F (60°C).
- ✓ Make sure associates know the right methods for taking temperatures for: pans or pots; dense meats; thin meats and fish; and soups and sauces.
- ✓ Make sure a sufficient number of food temperature readings are taken: – At least twice per reading for large items – At least two times from each piece of equipment when batch cooking
- ✓ Verify that temperatures are checked for every batch of food products reheated after being prepared, cooked, and cooled.
- ✓ Make sure the Aramark Final Cooking & Reheating Temperature Log is used to record final cooking and reheating

temperatures.

✓ Do not allow associates to serve any foods that are not cooked or reheated to the required temperatures. **Make sure associates have the appropriate equipment and utensils for cooking and reheating.**

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✓ Make sure associates use equipment designed for cooking and/or reheating. ✓ Remind associates to visually inspect all utensils and equipment prior to and during cooking and reheating. ✓ Provide an adequate number of dedicated utensils for cooking and reheating. ✓ Provide a properly calibrated digital thermometer for taking internal temperatures of all foods.

**Make sure that general cooking and reheating rules are followed.**

✓ Ensure that associates: – Properly thaw all frozen TCS food products intended to be reheated – Properly prepare, thaw, cook, and cool refrigerated TCS carryover and over production foods intended to be reheated – Do not reheat foods that have not been properly cooled, held cold, or thawed

✓ Confirm that associates stir, rotate, or flip food during cooking and reheating. ✓ Make sure all parts of the food are reheated to the required minimum temperature within 2 hours.

**Ensure that associates properly cook and reheat animal proteins.**

✓ Cook all raw ground meat to an internal temperature of 160°F (71°C) (no exceptions).

✓ Cook all raw poultry to a minimum internal temperature of 165°F (74°C) for 15 seconds (no exceptions).

✗ Do not serve or sell to HSPs raw or undercooked animal proteins such as shell eggs; whole-muscle, intact beef steak; fish; shellfish; or raw seed sprouts.

✓ Aramark locations serving food to general populations (not HSPs) that wish to serve or sell for immediate service raw or undercooked animal proteins such as shell eggs; whole-muscle, intact beef steak; fish; or shellfish must follow the Consumer Advisory requirements in the Aramark Service & Delivery Standards and Procedures.

✓ Make sure that raw animal proteins cooked/reheated in a microwave oven are: – Covered during the cooking process – Rotated or stirred throughout the cooking process – Heated to a temperature of at least 165°F (74°C) in all parts of the food

– Allowed to stand covered for 2 minutes after cooking

✓ Make sure that par cooked animal proteins are: – Subjected to an initial heating process no longer than 1 hour – Properly cooled immediately after initial heating process – Isolated from all ready-to-eat foods and not stored for more than 3 days – Reheated so that all parts of the food reach a minimum internal temperature of 165°F (74°C) for 15 seconds

(discard product if it is not reheated to 165°F (74°C) within 2 hours) – Discarded product after reheating if not served

**Keep appropriate records.**

✓ Record all final cooking/reheating temperatures and corrective actions on the Aramark Final Cooking & Reheating Temperature Log.

✓ Record discarded foods on an Aramark Waste Sheet. ✓ Maintain records at the Aramark location for 1 year unless more stringent local or regulatory requirements exist.

## **8.0 Service & Delivery (including Catering)**

The purpose of this document is to establish consistent standards and procedures for all Aramark service and delivery, including catering. Additional information and tools on this standard and procedure is also available on the Aramark SAFE Portal.

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**1. Ensure that foods are maintained at the proper temperatures from preparation to service:**

- ✓ TCS foods are loaded into temperature-controlled equipment within 30 minutes.
- ✓ TCS foods are maintained at the correct temperatures before loading/transporting to an event, and before and during display or service periods (minimum every 2 hours): – Cold food = 41°F (5°C) or below – Hot food = 140°F (60°C) or above
- ✓ Implement appropriate corrective actions if proper temperatures are not maintained. ✓ If product contamination is confirmed or suspected, isolate the food product and refer to the Hazard Control Management Standards and Procedures Alleged Food Safety Incident.

**2. Make sure food is properly transported to the catering venue.**

- ✓ Make sure vehicles/equipment used to transport food are approved by Aramark, clean, free of pests, and maintained at the correct temperatures.
- ✓ Ensure dry products, utensils, dishes, and linens are transported in bins with tight covers. ✓ Confirm that ready-to-eat foods are placed in completely closed containers, covered, or wrapped during transport.
- ✓ Plug in electric equipment at least 1 hour before using to ensure proper functioning. ✓ Ensure that equipment is at the proper holding temperature before loading food into it.

**3. Provide the proper facilities, staff, and equipment at catered events monitored by Aramark (served and self-service).**

- ✓ Be sure that food display, service, and dining areas are appropriately sized, clean, free of pests, and properly set up before associates put out any food. Post a customer self service sign at self-serve locations.
- ✓ Determine if a Consumer Advisory is required (see the Service & Delivery Standards and Procedures).
- ✓ Assign appropriate number of associates to serve and monitor food and customers.
- ✓ Provide mobile handwash sinks at temporary food set-ups. Refer to the Location & Equipment Standards and Procedures. (Does not apply to areas serving only packaged foods and bottles, cartons, or cans of beverages.)
- ✓ Provide equipment and utensils to protect food, beverage ice, utensils, linens, and utensils from contamination during display and service.
- ✓ Make sure all equipment used during catered events is readily accessible before and during service, such as chafers, tureens, and cold/ice display units.

**4. Make sure the proper records are maintained.**

- ✓ Complete the appropriate holding and temperature logs (or other documentation as required by state or client contract). Refer to the Service & Delivery Standards on the SAFE Portal.
- ✓ Maintain records at the Aramark location for 1 year unless more stringent local or regulatory requirements exist.

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## **9.0 Hazard Control & Management (Allergens)**



All U.S. locations must post the [Aramark Food Allergy Policy and Poster](#) in each kitchen. Additional information and tools on this standard and procedure is also available on the Aramark SAFE Portal. All U.S. service areas that sell Aramark-prepared foods must post the [Customer-Facing Aramark Food Allergy Awareness Poster](#)

- **This poster is NOT for Massachusetts.** ○ Correction locations, K-12 locations, and Healthcare patient care areas are encouraged to review this tool, which is not required to be posted in these areas.

**Food allergy Awareness Training should be done for associates. Refer to the Food Allergy Awareness Training Tool on the SAFE Portal:**

**Food Allergy Awareness Training Tool for Associates - [English](#)**

## Spanish

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### What is a food allergy?

...

Breathing difficulty Coughing Wheezing

....

Body's negative reaction to a protein in a food. Small amount of food protein can trigger a reaction. No cure. Only prevention is avoiding certain foods.

### What are the symptoms of an allergic reaction?

Respiratory Tract

Skin

...

Rash Swelling Itching

Gastrointestinal Tract

• Vomiting • Diarrhea

### How can we prevent reactions?

....

Awareness Communication Teamwork Know the top 8 food allergens: Soy, wheat, peanuts, milk, shellfish, tree nuts, eggs, fish

### What to do

- Refer all customer questions to the manager on duty. • If a customer has a reaction, CALL 911 IMMEDIATELY. • We are not medically trained or qualified to provide allergy counseling.

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## Aramark Food Allergy Policy and Required Training - Massachusetts Only

There are specific legal requirements for food allergy awareness and training that must be implemented at locations in the Commonwealth of Massachusetts. *Massachusetts law requires that all food establishments that cook, prepare, or serve food intended for immediate consumption either on or off the premises must comply with the following requirements.*

### Effective October 1, 2010

1. **Allergy Poster (The Food Allergy and Anaphylaxis Network (FAAN) Food Allergy and Cross-Contact Restaurant Poster) must be prominently displayed in the work area.**

#### Action needed for all accounts in all lines of business:

– Display (1) Aramark Allergy Policy and (2) FAAN Food Allergy and Cross-Contact Restaurant Poster in English and Spanish if appropriate. Access the Aramark SAFE Portal to download the policy and posters:

[https://safe.Aramark.net/Food\\_Safety/Standards\\_and\\_Procedures/Food\\_Allergens/Hazard\\_Control\\_\\_\\_Management,\\_including\\_Food\\_Allergens/](https://safe.Aramark.net/Food_Safety/Standards_and_Procedures/Food_Allergens/Hazard_Control___Management,_including_Food_Allergens/)

– Aramark Managers to review the Aramark Allergy Policy Frequently Asked Questions (FAQs). Access the Aramark SAFE Portal to download the FAQs:

[https://safe.Aramark.net/Food\\_Safety/Standards\\_and\\_Procedures/Food\\_Allergens/Hazard\\_Control\\_\\_\\_Management,\\_including\\_Food\\_Allergens/](https://safe.Aramark.net/Food_Safety/Standards_and_Procedures/Food_Allergens/Hazard_Control___Management,_including_Food_Allergens/)

2. **The following Consumer Allergen Awareness notice must be added to every Menu and Point of Service Signs must be posted that state:**

*'Before placing your order, please inform your server if a person in your party has a food allergy.'*

**Action needed for all accounts in all lines of business (Certain K-12\*, Corrections\*\* and Healthcare\*\* accounts may be exempt):**

Menu Boards (Menu definition: printed menus, indoor and outdoor menu boards, drive-thru menu boards, and web menus):

- Printed menus shall have the information stated on the menu. Catering menu/brochures used by a client to order food should have the information stated near the client sign off section.
- All notices on menu boards must be easily readable from the point of service at which food is ordered. On the menu board itself, the font size of the notice must be equal to or greater than the font size of the smallest menu item listed on the menu board.
- **In lieu** of placing the notice directly on the indoor or outdoor menu board itself, the food location may post the notice adjacent to the menu board **or at each point of service** where food is ordered. Such notice must be securely posted in a manner so that it may be easily seen and read from a distance of five feet by a person standing at or approaching the point of service, shall directly face the purchaser, and shall not be obstructed from view.
- Aramark allergen awareness signage is available for 'Point of Service.' Access the Aramark SAFE Portal to download this sign:

[https://safe.Aramark.net/Food\\_Safety/Standards\\_and\\_Procedures/Food\\_Allergens/Hazard\\_Control\\_\\_\\_Management,\\_including\\_Food\\_Allergens/](https://safe.Aramark.net/Food_Safety/Standards_and_Procedures/Food_Allergens/Hazard_Control___Management,_including_Food_Allergens/)

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Effective February 1, 2011

3. Food Allergen Awareness Manager Training. A Certified Food Protection Manager (i.e., ServSafe Certified Manager) must take a Massachusetts-approved food allergen awareness training.

Action needed for all accounts in all lines of business (Certain K-12\* accounts may be exempt):

- Aramark ServSafe or equivalent Certified Manager must complete a 30-minute on-line allergen awareness video available on the Aramark SAFE ServSafe Portal. There is a \$10 fee per manager and a certificate is issued at the end of the video. Access the Aramark SAFE ServSafe Portal via: [https://safe.Aramark.net/Food\\_Safety/Resources/](https://safe.Aramark.net/Food_Safety/Resources/)

Or, click here to access ServSafe's Massachusetts Allergen Training:  
<http://www.servsafe.com/catalog/ProductList.aspx?SCID=56&RCID=46&NRAEFProd=1>

4. Employees must be properly trained in food allergy awareness. Action needed for all accounts in all lines of business:

- Hourly Associates must be trained using Aramark Allergen Awareness training tool and Aramark Associates Allergen Policy FAQs. Access the Aramark SAFE Portal to download the training tool and FAQs:

[https://safe.Aramark.net/Food\\_Safety/Standards\\_and\\_Procedures/Food\\_Allergens/Hazard\\_Control\\_\\_\\_Management,\\_including\\_Food\\_Allergens/](https://safe.Aramark.net/Food_Safety/Standards_and_Procedures/Food_Allergens/Hazard_Control___Management,_including_Food_Allergens/)

\*K-12 accounts participating in the USDA Child Nutrition Program may be exempt from Requirements 2 and 3 above provided such accounts have (1) written policies and procedures for identifying, documenting and accommodating students with food allergies; and (2) documentation verifying participation in food allergen training recognized by the Massachusetts Department of Elementary and Secondary Education and the Massachusetts Department of Public Health (if you have questions about whether prior training qualifies for this exemption, please contact the attorney responsible for your business unit).

\*\*Corrections and Healthcare accounts may be exempt from Requirement 2 above provided such accounts have written procedures for identifying, documenting and accommodating customers with food allergies.

## **Standard Operating Procedures**

The safe food handling procedures contained in the ServSafe manual form the basis of our Standard Operating Procedures. In addition to those measures Aramark has incorporated the following specific policies and techniques in our program:

1) 2) 3) 4)

Hand washing procedure Glove procedure Thermometer use and calibration Refrigerator and Freezer Logs

### **Hand washing Procedure**

Improper handling and cross contamination of food by food workers that do not wash their hands continues to be one of the major causes of foodborne illness across the country.

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At Aramark we want to continue to assure we are diligent in assuring that proper hand washing procedures are followed for the protection of customers we serve everyday.



The best method to prevent cross contamination of food, and potential spread of bacterial or viral illnesses such as Hepatitis A, is to practice thorough hand washing. Put a Hand washing sign above your hand sink(s). Hand washing is extremely important and is a requirement for all of us, along with the proper use of gloves as a second level of protection. Glove use is not a substitute for proper hand washing.

Thorough hand washing practices to be followed after using the restroom, beginning of shift, after a break and prior to and during preparing and serving of food.

1. Turn on warm/hot water, wet hands.
2. Apply soap to hands and scrub soap over tops and palms of hands, between fingers and fingernails. Scrub hands for about 20 seconds.
3. Rinse hands thoroughly under running water.
4. Dry hands with paper towel.
5. Turn the faucet off with the paper towel.

Please assure janitorial is re-supplying soap and towels and make sure all hand sinks are easily accessible and never blocked or partially blocked by anything such as carts, or garbage cans. A blocked hand sink is a violation that will be noted by the health department.

Remember that you are responsible to protect our customers, your co-workers and your health by washing your hands. After using the restroom and washing your hands, you must wash your hands again in the kitchen or other appropriated hand washing area before returning to your workstation.

### **Glove Procedure**

It is Aramark's standard practice for plastic gloves to be worn when handling raw foods that will not be cooked, or when handling cooked products that will not be reheated.

However, while plastic gloves can provide an effective barrier to the transmission of foodborne illness, there is no substitute for properly practiced hand washing techniques. It is important to use the following hand washing guidelines to prevent potential cross- contamination:

■ *Wash hands thoroughly before putting on gloves.* ■ *Gloves must be changed at any point when you would normally wash your hands — e.g., when they are dirty, or when moving from handling raw products to cooked food items.* ■ *Hands must be washed and gloves replaced after using the restrooms.* ■ *Throw away dirty gloves when leaving work area. Wash hands and put on new gloves prior to returning to work.*

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Page 22 of 75 ■ *After using gloves, always wash hands.* This will assist in eliminating bacteria that grow in the warm, damp environment provided by gloves.

...

Note: Lack of hot water and soap in the kitchen, restrooms, and all hand washing sinks must be reported and corrected immediately!

### **Thermometer use and calibration**

Potentially hazardous food pathogens grow best in the Danger Zone, between 41 and 140 degrees. It is important to take temperatures of food and make sure that proper temperatures are achieved in order to keep food safe. For that reason, the proper use of thermometers is extremely important in a food service operation. Calibration results must be recorded in the Thermometer Calibration Log.

✓ *Digital Measures the temperatures through a metal tip and displays the temperature on a digital read-out panel.*

Digital

thermometers are quite accurate.

**How to calibrate:** All thermometers must be accurate to within plus or minus two degrees, and calibrated so they measure temperatures correctly. Thermometers should be calibrated on a daily basis as well as after using to measure very hot and then very cold foods, or if the unit has been dropped. It is necessary to maintain a Thermometer Calibration Log recording the calibration results as well as any corrective actions that may have been taken. If the read-out is off by more than 2 degrees, a new battery may be necessary.

1. *Prepare an ice bath, fill a large glass to the very top with ice and slowly add very cold water until water reaches*

*1/2-in (1 cm) below the top of the ice. If the ice floats up off bottom of the glass, pour off any excess water.*

*2. Gently stir the ice mixture. Let stand for a minute or two.*

*3. To test thermometer, insert probe about 2 in. (5 cm) into the ice bath and gently stir. Don't let probe touch the sides or bottom.*

*4. Press and hold the calibration button for 8 seconds (see photos). "CAL" will appear on the LCD screen.*

*5. When CAL disappears and the temperature is showing again, remove the thermometer/ thermocouple from the ice water bath. Begin normal use.*

#### **Product Testing**

##### **How to Test an Item:**

Select item to be tested. Place thermometer at least two inches into item being tested until temperature stabilizes. Once temp has stabilized, read indicator and record temperature onto the time/temp log. Return item and make sure to sanitize thermometer before testing another item, to avoid cross-contamination.

Items should be tested once every two hours to ensure that food is maintaining proper temperatures.

#### **Refrigerator and Freezer Logs**

It is necessary to keep cold food below 41 degrees F in refrigerated storage and frozen food to zero degrees or below to reduce the growth rate of pathogenic bacteria. It is Aramark policy to maintain temperature logs that document the correct operation of our refrigerators and freezers. Temperatures are recorded on at least a daily basis, every day we are operating in the Refrigerator Temperature Log or the Freezer Temperature Log.

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### **3.0 ARAMARK HACCP PROGRAM**

Over the past several years, there has been an increased focus on food safety, particularly where there is a microbiological risk. To address that risk, we have elected to use a two-tier approach to ensuring the safety of our food items. The first tier consists of our Food Safety Standards.

The second tier is our Hazard Analysis and Critical Control Point (HACCP) management system. As a general overview, HACCP is a system designed to reduce, prevent, or eliminate food hazards. The system works by identifying potential hazards in food handling, and setting up steps to control each one. The steps that go into developing a HACCP program are as follows:

#### **1. Assess the hazards in each recipe:**

- An appropriately trained manager reviews food production. The review will consist of a list of steps in the process where significant hazards can occur as well as preventive measures.

- A hazard must be controlled if it is reasonably likely to occur or is likely to result in an unacceptable risk to the consumer.

#### **2. Identify the Critical Control Point (CCP) associated with each risk:**

- The analysis of food flow will indicate at what points in production certain measures can be taken to prevent, reduce, or eliminate contamination or growth of organisms that cause foodborne illness.

#### **3. Establish the procedures and Critical Limits associated with each Control Point; these can include time/temperature ratios or product acidity:**

- Procedures to reduce contamination and time and temperature limits to reduce microbiological growth are written into the food production plans.

#### **4. Monitor the Critical Control Points:** ■ Each time a Critical Control Point occurs in the food production process, the production is supervised so as to ensure that none of the established limits is exceeded.

- Monitoring will also: identify trends toward critical limits that may need adjustment; identify loss of control; document the control process.

#### **5. Take corrective action for any critical limits that aren't met:**

- In case an established critical limit is exceeded, procedures must be in place to reduce or eliminate the hazard, or the product must be destroyed.

#### **6. Verification that the system is working:**

- Review the records and system as a whole on a regular basis to be sure that the system is working as expected.

#### **7. Recordkeeping:**



- Records must be kept of the HACCP plan and support documentation; Critical Control Point monitoring; corrective actions taken; and verification that the plan is working.

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To begin the implementation process, the Manager, who is fully responsible for implementing the HACCP program, needs to identify the team that will be responsible for maintaining the HACCP program in the facility. Team members should include the executive chef, concessions manager, and other concerned operators as well as any individuals who will be responsible for the day-to-day maintenance of records.

The HACCP plan is based on a generic recipe system. Generic recipe system works because, from the standpoint of microbiological risk, the opportunity for bacteria to grow will occur (and can be reduced, controlled, or prevented) at the same point in the flow of food production.

For individual account implementation, steps 1-7 have been addressed in the generic recipe package and flow charts.

To develop the recipes, all food produced was divided into basic categories or groups of recipes. Each one of the generic recipe groups starts with a title page, describing the category of item and listing a few samples of that type of item. Next is a flow-chart diagramming the steps that the food follows from receiving, until it is served to the customer.

The final piece of the generic recipe is a recipe hazard evaluation that identifies:

- Process steps.
- Hazards.
- Critical Control Points.
- What the criteria for control are.
- How the process needs to be monitored.
- What corrective action is needed if there is a deviation from the Critical Control Point.
- What records are needed for each step.

The location must begin its HACCP implementation with monitoring procedures. The 5 Critical Control Points (Final Cook, Hot-hold, Cool Down, Cold-hold, and Reheat) of the food production process must be monitored on a daily basis. The food items that are being produced are reviewed against the generic recipe hazards and the monitoring of CCPs is scheduled. Throughout the day, temperatures of items being produced are taken and recorded, providing documentation that the food was produced safely.

The generic recipes also provide the information for the food handlers to perform the corrective action step. When an item being prepared fails to meet the established criteria, it is necessary to take corrective action as listed for that step, and to document what action was taken.

The records necessary for the tracking system consist of a description of what items were produced, the temperature-handling information, and a listing of what corrective action was taken if a Critical Control Point wasn't met.

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## HAZARDS ASSOCIATED WITH FOODS

### **Butter and Butter Substitutes**

- *Staphylococcus species* (enterotoxin)
- *Listeria monocytogenes*

### **Cereal and Cereal Products**

- *Salmonella* in toasted oats.
- *Bacillus cereus*
- *Bacillus subtilis*
- Mycotoxins
- *Bacillus cereus* in rice dishes.
- *Staphylococcus aureus*

### **Flour, starches**

- Mycotoxins
- *Salmonella* has been detected often in soy flour. Its incidence in wheat flour is very low.
- *Bacillus cereus*

### **Doughs**

- Refrigerated doughs may contain salmonella if ingredients such as unpasteurized eggs are used as a raw ingredient.
- Dried yeast preparations have been found to contain salmonella.
- *Bacillus cereus*

### **Pasta**

- *Salmonella* associated with frozen stuffed pasta.
- *Staphylococcal enterotoxin* associated with dry pasta.
- *Clostridium perfringens*

### **Pastries**

- *Staphylococcus aureus*
- *Salmonella species*
- *Listeria monocytogenes*

### **Cocoa, Chocolate and Confectionery**

- *Salmonella* associated with chocolate.
- **Eggs and Egg Products**
- *Salmonella enteritidis*
- **Liquid egg**

■ *Salmonella enteritidis* ■ *Staphylococcus aureus*

■ *Listeria monocytogenes* © 2017 Aramark. All rights reserved. Contains information confidential and proprietary to Aramark. May be used only with written permission.

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#### **Fish and Shellfish Products**

■ *Vibrio cholerae* ■ *Vibriopara haemolyticus* ■ *Vibrio vulnificus* ■ *Salmonella species* ■ *Clostridium botulinum* ■ *Shigella* ■ *Staphylococcus aureus* ■ *Bacillus cereus* ■ *Clostridium perfringens* ■ *Listeria monocytogenes*

#### **Marine toxins**

■ Ciguatera and scombroid fish poisoning (histamine) **Parasites**

■ *Anisakis simplex* ■ *Pseudoterranova species* ■ *Gnathostoma species*

#### **Meat and Meat Products**

■ *Salmonella species* ■ *E. coli* O157: H7 ■ *Campylobacter jejuni* ■ *Yersinia enterocolitica* (pork)

■ *Staphylococcus aureus*

■ *Listeria monocytogenes* ■ *Clostridium botulinum* ■ *Clostridium perfringens* ■ *Toxoplasma gondii*

■ *Trichinella spiralis* (pork) ■ *Taenia saginata*, *Taenia solium* (beef and pork tapeworm)

#### **Other:**

■ *Salmonella* – Sesame Seed Paste, Unpasteurized Juice ■ *Cryptosporidium species* – Unpasteurized Juice ■

*Clostridium Botulinum* – Cheese Sauce, Bean Dip

#### **Milk and Dairy Products**

##### **Pasteurized milk**

■ Some cases of *Salmonella*, *Listeria monocytogenes*, *Campylobacter*, *Yersinia enterocolitica*. ■ Verotoxin producing *E. coli*, other than *E. coli* O157:H7. ■ *Bacillus cereus*

##### **Cream**

■ Salmonellosis (desserts or dishes prepared with cream.) ■ *Staphylococcus aureus* (desserts or dishes prepared with cream.)

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#### **Cheese**

■ *Salmonella* ■ *Listeria monocytogenes* ■ *E. coli* O157: H7 ■ *Streptococci* ■ *Staphylococcus aureus* ■

*Clostridium botulinum*. ■ *E. coli* enteropathogenic ■ *Shigella*. ■ Mycotoxin

#### **Ice cream and frozen dairy desserts**

■ *Salmonella* ■ *Staphylococcus aureus* ■ *Listeria monocytogenes*

#### **Nut Products**

■ Aflatoxins ■ *Staphylococcus aureus* in dehydrated coconut. ■ *Salmonella* in desiccated coconut. ■ *Vibrio cholerae* in frozen coconut milk. ■ *Salmonella* in peanut butter.

#### **Oil-and-Fat-Based Food**

##### **Mayonnaise and dressings**

■ *Salmonella* associated with unpasteurized egg-based mayonnaise and salad dressings. **Poultry and Poultry Products**

■ *Salmonella* ■ *Campylobacter jejuni* ■ *Clostridium perfringens* ■ *Staphylococcus aureus* ■ *Listeria monocytogenes* ■ *Clostridium botulinum*

#### **Spices, Dry Soups and Oriental Flavorings**

##### **Spices, herbs and dry vegetable seasonings**

■ *Bacillus cereus* ■ *Bacillus subtilis* and *B. licheniformis* ■ *Clostridium perfringens* ■ *Salmonella species*

■ *Staphylococcus aureus* ■ *Clostridium botulinum* – Garlic Oil mixtures ■ *Cyclospora cayetanensis* – Fresh Basil

##### **Dry soup and gravy mixes**

■ *Staphylococcus aureus* © 2017 Aramark. All rights reserved. Contains information confidential and proprietary to Aramark. May be used only with written permission.

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■ *Clostridium perfringens* ■ *Bacillus cereus* ■ *Salmonella* has been associated with dry mixes containing cottonseed flour and dried yeast.

## Sugar, Syrups, Honey Honey

- *Clostridium botulinum* spores. **Vegetables and Vegetable Products**
- *Bacillus cereus* ■ *Listeria monocytogenes* ■ *Clostridium botulinum* – Baked Potatoes ■ *Clostridium perfringens*
- *Salmonella*–Melons,SeedSprouts ■ *Shigella*–Lettuce,Parsley ■ *E. coli* O157: H7 – Seed Sprouts ■
- Cyclospora Cayetanensis* – Snow Peas

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## Equipment utilized at each Critical Control Point CCP #1 – Cooking:

- Conventional oven ■ Charbroiler ■ Impinger oven ■ Gas stove top
- Convection oven ■ Deep Fryer ■ Tilt Skillet ■ Steam Kettle

### ■ Grill CCP #2 – Hot Holding:

- Steam table ■ Bain Marie ■ Warming Cabinet ■ Heat Lamps

### CCP #3 – Chill Down:

- Walk-in cooler ■ Walk-in Freezer ■ Blast Chiller

### CCP #4 – Reheating:

- Conventional oven ■ Convection oven ■ Microwave ■ Warmer
- Steam Kettle

### CCP #5 – Cold Holding

- Walk –in cooler ■ Reach-in refrigerator ■ Refrigerated deli station ■ Refrigerated salad bar

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■ BoxLunches

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## Flow Diagram – Hot Food

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Frozen

Dry

Refrigerated

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### RECIPE HAZARD EVALUATION

Name of Food: GROUND BEEF

Quantity/Volume/Weight:

Examples: Hamburger, Meat Loaf, Meatballs, Tacos, Burritos, Hot Sandwiches including Patty Melts, Meatballs

Critical Process Step Hazard Control

Criteria for Control

Monitoring Procedure Corrective Action

Records

Point

Procuring and Receiving

Storage

Thawing

Handling and Preparing Raw Food

Vegetative pathogens .

Vegetative pathogens .

Vegetative pathogens .

Vegetative pathogens .

Purchase products from an approved source (USDA inspected facility). Receive frozen products frozen. Receive refrigerated products at or below 41°F (5°C)

Store frozen products in a freezer at or below 0°F (- 18°C). Store refrigerated products in a refrigerator at or below 41°F (5°C). Raw potentially hazardous foods must not be stored above ready-to-eat product or raw produce.

Thaw product in refrigerator at or below 41°F (5°C). Thaw under running water at or below 70°F (21°C), or by other approved methods. Thaw raw products on the lowest shelf away from ready to eat foods.

No ill workers. Workers wash hands and sanitize utensils and equipment. Food temperature 41°F (5°C) or less.

Workers wear gloves.

Shift manager verifies purchase specifications upon receipt of product. Shift manager verifies temperature in accordance with standard operating procedures.

Shift manager verifies product temperatures in accordance with standard operating procedures.

Observe method. Measure temperatures.

Observe quantity of food at room temperature. Observe time food is held at room temperature.

Reject delivery if product is not within specifications or if product is out of proper temperature range.

Move products to a unit capable of maintaining required temperature. Determine time refrigerated products are above 41°F (5°C). > 2 hours discard. < 2 hours chill to 41°F (5°C) or below and hold.

Food temperature more than 41°F (5°C) > 2 hours discard, < 2 hours return to unit capable of maintaining 41°F (5°C) and chill.

Food temperature: > 41°F (5°C) > 4 hours, discard; > 70°F (21°C), discard. Discard if equipment and utensils are contaminated.

Receiving log.

Daily inspection.

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## **Name of Food: GROUND BEEF**

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**Sheet: 2**

**Process Step**

**Hazard**

**Critical Control**

**Criteria for Control**

**Monitoring Procedure**

**Corrective Action**

**Records**

**Point**

## **Cooking**

Vegetative pathogens.

CCP

Cook ground beef products to a minimum temperature of 160°F (71°C).

Measure cooking temperature with a thermometer.

Continue cooking until 160°F (71°C) or above

Record final cooking temp.

## **Handling Cooked Food**

### **Cold Preparation**

### **Holding Food Hot / Cold**

Prevent outgrowth of spore-forming pathogens.

CCP

Hot-hold food at 140°F (57°C) or above.

Measure food temperature at the thickest part every 1 – 2 hours during holding.

Food temperature 140°F (60°C) - 120°F (49°C) > or equal to 4 hours discard. < 4 hours reheat to 165°F (74°C) and

hold at 140°F (60°C). 120°F (49°C) - 41°F (5°C) > or equal to 2 hours, discard; < 2 hours, reheat to 165°F (74°C) and hold at 140°F (60°C)

Record temp on log sheet.

## Cooling

Prevent outgrowth of spore-forming pathogens.

CCP

Cool product: 140°F (57°C)-70°F (21°C) within 2 hours; 70°F (21°C)-41°F (5°C) within 4 hours. Total cooling time: 6 hours. Use shallow pans or ice baths.

Measure temperature every 30 minutes during cooling.

Food temperature: 140°F (57°C)- 70°F (21°C) > 2 hours, discard; 70°F (21°C)-41°F (5°C) > 4 hours, discard; 41°F (5°C) or less, but cooled too slowly, discard food.

Record cooling times and temp.

## Reheating

Vegetative pathogens.

CCP

Reheat items to 165°F (74°C) or above for 15 seconds within 2 hours.

Measure product temperature during reheating.

Continue reheating process until product temperature is 165°F (74°C) or above. Product not reheated to 165°F (74°C) within 2 hours; discard product.

Record final reheating temp.

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## RECIPE HAZARD EVALUATION

### Name of Food: Solid Beef/Veal Entrees

Examples: Prime Rib, Pot Roast, Brisket, Top Round, Tenderloin, Steaks, Veal Roasts and Cutlets

Critical

Process Hazard	Control	Criteria for Control	Monitoring Procedure	Corrective Action
----------------	---------	----------------------	----------------------	-------------------

Records Step

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## Point

### Procuring & Receiving

### Storage

### Thawing

### Handling & Preparing Raw Food

Vegetative pathogens

Vegetative pathogens

Vegetative pathogens

Vegetative pathogens

Purchase products from an approved source (USDA inspected facility). Receive frozen products frozen. Receive refrigerated products at or below 41°F (5°C).

Store frozen products in a freezer at or below 0°F (- 18°C). Store refrigerated products in a refrigerator at or below 41°F (5°C).

Thaw product in refrigerator at or below 41°F (5°C). Thaw under running water at or below 70°F (21°C), or by other approved methods. Thaw raw products on the lowest shelf away from ready to eat foods..

No ill workers. Workers wash hands and sanitize utensils and equipment. Food temperature 41°F (5°C) or less.

Workers wear gloves.

Shift manager verifies purchase specifications upon receipt of product. Shift manager verifies temperature in accordance with standard operating procedures.

Shift manager verifies product temperatures in accordance with standard operating procedures.

Observe method. Measure temperatures.

Observe quantity of food at room temperature. Observe time food is held at room temperature.

Reject delivery if product is not within specifications or if product is out of proper temperature range.

Move products to a unit capable of maintaining required temperature. Determine time refrigerated products are above 41°F (5°C). > 2 hours discard. < 2 hours chill to 41°F (5°C) or below and hold.

Food temperature more than 41°F (5°C) > 2 hours discard, < 2 hours return to unit capable of maintaining 41°F (5°C)

and chill.

Food temperature > 41°F (5°C) > 2 hours discard. > 70°F (21°C) discard. Discard if equipment and utensils are contaminated.

Receiving log.

Daily inspection.

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**Name of Food: Solid Beef/Veal Entrees**

**Critical**

**Page: 2**

Process	Hazard	Control	Criteria for Control	Monitoring Procedure	Corrective Action
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**Records Step**

Vegetative pathogens

**Point**

CCP

Cook steak until both surfaces reach 145°F (63°C) for 15 seconds Cook roast – rare 130°F (54°C) for 112 minutes or 145°F (63°C) for 4 minutes

Hot-hold food at 140°F (57°C) or above.

Cool product: 140°F (57°C)- 70°F (21°C) 2 hours. 70°F (21°C)- 41°F (5°C) 4 hours. Total cooling time 6 hours. Cut solid beef entrees into quarters for quicker cooling.

Reheat items to 165°F (74°C) or above for 15 seconds within 2 hours.

Measure cooking temperature with a thermometer.

Measure food temperature at the thickest part every 1-2 hours during holding.

Measure temperature every 30 minutes during cooling.

Measure food temperatures during reheating.

Continue cooking until product reaches appropriate temperature

Food temperature 140°F (60°C) - 120°F (49°C) >or equal to 4 hours discard. < 4 hours reheat to 165°F (74°C) and hold at 140°F (60°C). 120°F (49°C) - 41°F (5°C) > or equal to 2 hours, discard; <2 hours, reheat to 165°F (74°C) and hold at 140°F (60°C)

Food temperature: 140°F (57°C)- 70°F (21°C) more than 2 hours, discard food. 70°F (21°C) - 41°F (5°C) more than 4 hours, discard food. 41°F (5°C) or less but cooled too slowly, discard food.

Continue reheating process until product reaches 165°F (74°C) (74°C) or above. Continue reheating process until product temperature is 165°F (74°C) or above. Product not reheated to 165°F (74°C) within 2 hours; discard product.

Record final cooking temp. on a log.

Record temp. on log sheet.

Record cooling time and temp.

Record final temp. on a log.

**Cooking**

**Handling Cooked Food Cold Preparation**

**Holding Food Hot / Cold**

**Cooling**

**Reheating**

Prevent outgrowth of CCP spore forming pathogens

Prevent outgrowth of spore forming CCP pathogens

Vegetative pathogens

CCP

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**RECIPE HAZARD EVALUATION Name of Food: Pinned, Jakarted or Injected Beef or Pork**

**Examples: Steaks, roasts**

**Critical**

Process Step Action	Hazard Records Point	Control	Criteria for Control	Monitoring Procedure	Corrective
<b>Procuring &amp; Receiving</b>					
<b>Storage</b>					
<b>Thawing</b>					
<b>Handling &amp; Preparing Raw Food</b>					
Vegetative pathogens					
Vegetative pathogens					
Vegetative pathogens					
Vegetative pathogens					
Purchase products from an approved source (USDA inspected facility). Receive frozen products frozen. Receive refrigerated products at or below 41°F (5°C).					
Store frozen products in a freezer at or below 0°F (-18°C). Store refrigerated products in a refrigerator at or below 41°F (5°C).					
Thaw product in refrigerator at or below 41°F (5°C). Thaw under running water at or below 70°F (21°C), or by other approved methods. Thaw raw products on the lowest shelf away from ready to eat foods.					
No ill workers. Workers wash hands and sanitize utensils and equipment. Food temperature 41°F (5°C) or less.					
Workers wear gloves.					
Shift manager verifies purchase specifications upon receipt of product. Shift manager verifies temperature in accordance with standard operating procedures.					
Shift manager verifies product temperatures in accordance with standard operating procedures.					
Observe method. Measure temperatures.					
Observe quantity of food at room temperature. Observe time food is held at room temperature.					
Reject delivery if product is not within specifications or if product is out of proper temperature range.					
Move products to a unit capable of maintaining required temperature. Determine time refrigerated products are above 41°F (5°C). > 2 hours discard. < 2 hours chill to 41°F (5°C) or below and hold.					
Food temperature more than 41°F (5°C) > 2 hours discard, < 2 hours return to unit capable of maintaining 41°F (5°C) and chill.					
Food temperature >41°F (5°C) > 2 hours discard. > 70°F (21°C) discard. Discard if equipment and utensils are contaminated.					
Receiving log.					
Daily inspection.					

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**Name of Food: Pinned, Jakarted or Injected Beef or Pork**

**Critical**

**Page: 2**

Process Step Action	Hazard Records Point	Control	Criteria for Control	Monitoring Procedure	Corrective
Vegetative pathogens					
<b>Cooking</b>	CCP				
<b>Handling Cooked Food</b>					
<b>Cold Preparation</b>					
Prevent <b>Holding Food</b> outgrowth of		CCP			
<b>Hot / Cold</b> spore forming pathogens					
Prevent outgrowth of <b>Cooling</b> pathogens	spore forming	CCP			
Vegetative pathogens					
<b>Reheating</b>	CCP				
Cook product to a minimum temperature of 155°F for 15 seconds.					



Hot-hold food at 140°F (57°C) or above.

Cool product: 140°F (57°C)-70°F (21°C) 2 hours. 70°F (21°C)- 41°F (5°C) 4 hours. Total cooling time 6 hours. Cut solid beef entrees into quarters for quicker cooling.

Reheat items to 165°F (74°C) or above for 15 seconds within 2 hours.

Measure cooking temperature with a thermometer.

Measure food temperature at the thickest part every 1-2 hours during holding.

Measure temperature every 30 minutes during cooling.

Measure food temperature during reheating.

Continue cooking until 155°F or above for 15 seconds.

Food temperature 140°F (60°C) - 120°F (49°C) >or equal to 4 hours discard. < 4 hours reheat to 165°F (74°C) and hold at 140°F (60°C). 120°F (49°C) - 41°F (5°C) > or equal to 2 hours, discard; <2 hours, reheat to 165°F (74°C) and hold at 140°F (60°C)

Food temperature: 140°F (57°C)-70°F (21°C) more than 2 hours, discard food. 70°F (21°C)- 41°F (5°C) more than 4 hours, discard food. 41°F (5°C) or less but cooled too slowly, discard food.

Continue reheating process until product temperature is 165°F (74°C) or above. Product not reheated to 165°F (74°C) within 2 hours; discard product.

Record final cooking temp. on a log.

Record temp. on log sheet.

Record cooling time and temp.

Record final temp. on a log.

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## **RECIPE HAZARD EVALUATION**

**Name of Food: COMMINUTED PRODUCTS**

**Examples: Pork, Veal, Beef, Seafood, Crabcakes**

### **Critical**

<b>Process Step</b>	<b>Hazard</b>	<b>Control</b>	<b>Criteria for Control</b>	<b>Monitoring Procedure</b>	<b>Corrective</b>
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<b>Action</b>	<b>Records Point</b>				
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**Procuring and Receiving**

**Storage**

**Thawing**

**Handling and Preparing Raw Food**

Vegetative pathogens.

Vegetative pathogens.

Vegetative pathogens.

Vegetative pathogens.

Purchase products from an approved source (USDA inspected facility). Receive frozen product frozen. Receive refrigerated products at or below 41°F (5°C)

Store frozen product at or below 0°F (-18°C.) Store refrigerated products in a refrigerator at or below 41°F (5°C) Raw potentially hazardous foods must not be stored above ready-to-eat product or raw produce. Pasteurized crab at or below 38°F. Verify manufacturer's label.

Thaw product in refrigerator at or below 41°F (5°C). Thaw under running water at or below 70°F (21°C), or by other approved methods. Thaw raw products on the lowest shelf away from ready to eat foods.

No ill workers. Workers wash hands and sanitize utensils and equipment. Food temperature 41°F (5°C) or less.

Workers wear gloves.

Shift manager verifies purchase specifications upon receipt of product. Shift manager verifies temperature in accordance with standard operating procedures.

Shift manager verifies product temperatures in accordance with standard operating procedures.

Observe method. Measure temperatures.

Observe quantity of food at room temperature. Observe time food is held at room temperature.

Reject delivery if product is not within specifications or if product is out of proper temperature range.

Move products to a unit capable of maintaining required temperature. Determine time refrigerated products are above

41°F (5°C). > 2 hours discard. < 2 hours chill to 41°F (5°C) or below and hold.

Food temperature more than 41°F (5°C) > 2 hours discard, < 2 hours return to unit capable of maintaining 41°F (5°C) and chill..

Food temperature: > 41°F (5°C) > 4 hours, discard; > 70°F (21°C), discard. Discard if equipment and utensils are contaminated.

Receiving log.

Daily inspection.

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## **Name of Food: COMMINUTED PRODUCTS**

### **Critical**

Sheet: 2

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<b>Process Step</b>	<b>Hazard</b>	<b>Control</b>	<b>Criteria for Control</b>	<b>Monitoring Procedure</b>	<b>Corrective</b>
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### **Action**

### **Records Point**

### **Cooking**

### **Handling Cooked Food Cold Preparation**

### **Holding Food Hot / Cold**

### **Cooling**

### **Reheating**

Vegetative pathogens. CCP

Prevent outgrowth of CCP spore-forming pathogens.

Prevent outgrowth of CCP spore-forming pathogens.

Vegetative pathogens. CCP

Cook products to a minimum temperature of 155°F (68°C) for 15 seconds. .

Hot-hold food at 140°F (57°C) or above.

Cool product: 140°F (57°C) -70°F (57°C-21°C) within 2 hours; 70°F - 41°F (21°C-5°C) within 4 hours. Total cooling time: 6 hours. Use shallow pans or ice baths for cooling.

Reheat items to 165°F (74°C) or above for 15 seconds within 2 hours.

Measure cooking temperature with a thermometer.

Measure food temperature at the thickest part every 1 – 2 hours during holding.

Measure temperature every 30 minutes during cooling.

Measure food temperature during reheating.

Continue cooking until 155°F (68°C) or above for 15 seconds.

Food temperature 140°F (60°C) - 120°F (49°C) >or equal to 4 hours discard. < 4 hours reheat to 165°F (74°C) and hold at 140°F (60°C). 120°F (49°C) - 41°F (5°C) > or equal to 2 hours, discard; <2 hours, reheat to 165°F (74°C) and hold at 140°F (60°C)

Food temperature: 140°F (57°C) - 70°F (57°C-21°C) > 2 hours, discard; 70°F (21°C)-41°F (21°C- 5°C) > 4 hours, discard; 41°F (5°C) or less, but cooled too slowly, discard food.

Continue reheating process until product temperature is 165°F (74°C) or above. Product not reheated to 165°F (74°C) within 2 hours; discard product.

Record final cooking temp.

Record temp. on log sheet.

Record cooling times and temp.

Record final reheating temp.

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## **RECIPE HAZARD EVALUATION**

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**Name of Food:**

## EGG ENTREES

Quantity/Volume/Weight:

Examples: Omelets, Quiches, Flans

Critical

Process Step	Hazard	Control	Criteria for Control	Monitoring Procedure	Corrective
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Action Records Point

Procuring and Receiving

Storage

Thawing

Handling and Preparing Raw Food

Vegetative pathogens.

Purchase products from an approved source. Receive frozen pasteurized eggs frozen. Receive fresh shell eggs at or below 45°F (5°C.)

Shift manager verifies purchase specifications upon receipt of product. Shift manager verifies temperature in accordance with standard operating procedures.

Shift manager verifies product temperatures in accordance with standard operating procedures.

Observe method. Measure temperatures.

Observe quantity of food at room temperature. Observe time food is held at room temperature.

Reject delivery if product is not Receiving within specifications or if product log. is out of proper temperature range.

Move products to a unit capable Daily of maintaining required inspection. temperature. Determine time refrigerated products are above 41°F (5°C). > 2 hours discard. < 2 hours chill to 41°F (5°C) or below and hold.

Food temperature more than 41°F (5°C) > 2 hours discard, < 2 hours return to unit capable of maintaining 41°F (5°C) and chill.

Food temperature: > 41°F (5°C) > 4 hours, discard; > 70°F (21°C), discard. Discard if equipment and utensils are contaminated.

Vegetative pathogens. 0°F (-18°C.) Store refrigerated

Store frozen product at or below products in a refrigerator at or below 41°F (5°C.)

Thaw product in refrigerator at or below 41°F (5°C). Thaw under running water at or below 70°F (21°C), or by other approved methods. Thaw raw products on the lowest shelf away from ready to eat foods.

No ill workers. Workers wash hands and sanitize utensils and equipment. Food temperature 41°F (5°C) or less.

Workers wear gloves.

Vegetative pathogens.

Vegetative pathogens.

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Name of Food: EGG ENTREES

Critical

Sheet: 2

Process Step	Hazard	Control	Criteria for Control	Monitoring Procedure	Corrective
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Action Records Point

Cooking

Handling Cooked Food

Cold Preparation

Holding Food Hot / Cold

Cooling

Reheating

Vegetative pathogens. CCP

Prevent outgrowth CCP of spore- forming pathogens.

Prevent outgrowth CCP of spore- forming pathogens.

Vegetative pathogens. CCP

Cook product to a minimum temperature of 145°F (63°C) for 15 seconds for immediate service. If product is to be hot held than cook the product to 155\* for 15 seconds.

Hot-hold food at 140°F (57°C) or above.

Cool product: 140°F (57°C) -70°F (57°C-21°C) within 2 hours; 70°F- 41°F ((21°C-5°C) within 4 hours. Total cooling time: 6 hours. Use shallow pans.

Reheat items to 165°F (74°C) or above for 15 seconds within 2 hours.

Measure cooking temperature with a thermometer.

Measure food temperature at the thickest part every 1 – 2 hours during holding.

Measure temperature every 30 minutes during cooling.

Measure food temperature during reheating.

Continue cooking until appropriate temperature is achieved.

Food temperature 140°F (60°C) -120°F (49°C) >or equal to 4 hours discard. < 4 hours reheat to 165°F (74°C) and hold at 140°F (60°C). 120°F (49°C) - 41°F (5°C) > or equal to 2 hours, discard; <2 hours, reheat to 165°F (74°C) and hold at 140°F (60°C)

Food temperature: 140°F (57°C) -70°F (57°C-21°C) > 2 hours, discard; 70°F-41°F (21°C-5°C) > 4 hours, discard; 41°F (5°C) or less, but cooled too slowly, discard food.

Continue reheating process until product temperature is 165°F (74°C) or above. Product not reheated to 165°F (74°C) within 2 hours; discard product.

Record final cooking temp.

Record temp. on log sheet.

Record cooling times and temp.

Record final reheating temp.

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## RECIPE HAZARD EVALUATION

**Name of Food: FISH AND SEAFOOD ENTREES**

**Quantity/Volume/Weight:**

**Examples: Flounder, Cod, Haddock, Catfish, Trout and Shrimp, Scallops, Crab Including (Shrimp, Sea-Legs), Hot Sandwiches**

**Critical**

Process Step	Hazard	Control	Criteria for Control	Monitoring Procedure	Corrective
Action	Records Point				

**Procuring and Receiving**

**Storage**

**Thawing**

**Handling and Preparing Raw Food**

Vegetative pathogens.

Vegetative pathogens.

Vegetative pathogens.

Vegetative pathogens.

Purchase products from an approved source. Receive frozen product frozen. Receive refrigerated products at or below 41°F (5°C)

Store frozen product at or below 0°F (-18°C). Store refrigerated products in a refrigerator at or below 41°F (5°C). Raw potentially hazardous foods must not be stored above ready-to-eat product or raw produce. Pasteurized crab at or below 38°F. Verify manufacturer's label.

Thaw product in refrigerator at or below 41°F (5°C). Thaw under running water at or below 70°F (21°C), or by other approved methods. Thaw raw products on the lowest shelf away from ready to eat foods.

No ill workers. Workers wash hands and sanitize utensils and equipment. Food temperature 41°F (5°C) or less.

Workers wear gloves.

Shift manager verifies purchase specifications upon receipt of product. Shift manager verifies temperature in accordance with standard operating procedures.

Shift manager verifies product temperatures in accordance with standard operating procedures.  
 Observe method. Measure temperatures.  
 Observe quantity of food at room temperature. Observe time food is held at room temperature.  
 Reject delivery if product is not within specifications or if product is out of proper temperature range.  
 Move products to a unit capable of maintaining required temperature. Determine time refrigerated products are above 41°F (5°C). > 2 hours discard. < 2 hours chill to 41°F (5°C) or below and hold.  
 Food temperature more than 41°F (5°C) > 2 hours discard, < 2 hours return to unit capable of maintaining 41°F (5°C) and chill.  
 Food temperature: > 41°F (5°C) > 4 hours, discard; > 70°F (21°C) discard. Discard if equipment and utensils are contaminated.  
 Receiving log.

Daily inspection.

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## Name of Food: FISH AND SEAFOOD ENTREES

### Critical

#### Sheet: 2

Process Step	Hazard	Control	Criteria for Control	Monitoring Procedure	Corrective
Action	Records Point				

#### Cooking

#### Handling Cooked Food

#### Cold Preparation

#### Holding Food Hot / Cold

#### Cooling

#### Reheating

Vegetative pathogens.

Prevent outgrowth of spore-forming pathogens.

Prevent outgrowth of spore-forming pathogens.

Vegetative pathogens.

Bake, broil or fry product to a CCP minimum temperature of 145°F (63°C) for 15 seconds. Crab Cakes @ 155°F for 15 seconds.

Hot-hold food at 140°F (57°C) or CCP above.

Cool product: 140°F (57°C) - CCP 70°F (57°C-21°C) within 2

hours; 70°F-41°F (21°C-5°C) within 4 hours. Total cooling time: 6 hours. Use shallow pans or ice baths for cooling.

Reheat items to 165°F (74°C) or CCP above for 15 seconds within 2 hours.

Measure cooking temperature with a thermometer.

Measure food temperature at the thickest part every 1 – 2 hours during holding.

Measure temperature every 30 minutes during cooling.

Measure food temperature during reheating.

Continue cooking until appropriate temperature is reached.

Food temperature 140°F (60°C) - 120°F (49°C) > or equal to 4 hours discard. < 4 hours reheat to 165°F (74°C) and hold at 140°F (60°C). 120°F (49°C) - 41°F (5°C) > or equal to 2 hours, discard; < 2 hours, reheat to 165°F (74°C) and hold at 140°F (60°C)

Food temperature: 140°F (57°C) - 70°F (57°C-21°C) > 2 hours, discard; 70°F-41°F (21°C-5°C) > 4 hours, discard; 41°F (5°C) or less, but cooled too slowly, discard food.

Continue reheating process until product temperature is 165°F (74°C) or above. Product not reheated to 165°F (74°C) within 2 hours; discard product.

Record final cooking temp.

Record temp. on log sheet.

Record cooling times and temp.

Record final reheating temp.

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**RECIPE HAZARD EVALUATION Name of Food: CASSEROLES, STEWS AND CHOWDERS**

**Examples: Creoles, Etouffees, Jambalaya, Newburg, Chowders, Pot Pies**

**Critical**

**Quantity/Volume/Weight:**

Process Step	Hazard	Control	Criteria for Control	Monitoring Procedure	Corrective
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**Action Records Point**

**Procuring and Receiving**

**Storage**

**Thawing**

**Handling and Preparing Raw Food**

Vegetative pathogens.

Vegetative pathogens.

Vegetative pathogens.

Vegetative pathogens.

Purchase products from an approved source (USDA inspected facility). Receive frozen product frozen. Receive refrigerated products at or below 41°F (5°C.)

Store frozen product at or below 0°F (-18°C.) Store refrigerated products in a refrigerator at or below 41°F (5°C.) Raw potentially hazardous foods must not be stored above ready-to-eat or raw produce.

Pasteurized crab below at or below 38°F.

Thaw product in refrigerator at or below 41°F (5°C). Thaw under running water at or below 70°F (21°C), or by other approved methods. Thaw raw products on the lowest shelf away from ready to eat foods.

No ill workers. Workers wash hands and sanitize utensils and equipment. Food temperature 41°F (5°C) or less.

Workers wear gloves.

Shift manager verifies purchase specifications upon receipt of product. Shift manager verifies temperature in accordance with standard operating procedures.

Shift manager verifies product temperatures in accordance with standard operating procedures.

Observe method. Measure temperatures.

Observe quantity of food at room temperature. Observe time food is held at room temperature.

Reject delivery if product is not within specifications or if product is out of proper temperature range.

Move products to a unit capable of maintaining required temperature. Determine time refrigerated products are above 41°F (5°C). > 2 hours discard. < 2 hours chill to 41°F (5°C) or below and hold.

Food temperature more than 41°F (5°C) > 2 hours discard, < 2 hours return to unit capable of maintaining 41°F (5°C) and chill.

Food temperature: > 41°F (5°C) > 4 hours, discard; > 70°F (21°C) discard. Discard if equipment and utensils are contaminated.

Receiving log.

Daily inspection.

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**Name of Food: CASSEROLES, STEWS AND CHOWDERS**

**Critical**

**Sheet: 2**

Process Step	Hazard	Control	Criteria for Control	Monitoring Procedure	Corrective
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**Action Records Point**

**Cooking**

**Handling Cooked Food**

**Cold Preparation**  
**Holding Food Hot / Cold**  
**Cooling**  
**Reheating**

Vegetative pathogens. CCP  
 Prevent outgrowth of CCP spore-forming pathogens.  
 Prevent outgrowth of CCP spore-forming pathogens.  
 Vegetative pathogens. CCP  
 Cook product to a minimum temperature of 165°F (74°C) for 15 seconds.  
 Hot-hold food at 140°F (57°C) or above.  
 Cool product: 140°F (57°C) - 70°F (57°C-21°C) within 2 hours; 70°F-41°F (21°C-5°C) within 4 hours. Total cooling time: 6 hours. Use shallow pans or ice baths for cooling.  
 Reheat items to 165°F (74°C) or above for 15 seconds within 2 hours.  
 Measure cooking temperature with a thermometer.  
 Measure food temperature at the thickest part every 1 – 2 hours during holding.  
 Measure temperature every 30 minutes during cooling.  
 Measure food temperature during reheating.  
 Continue cooking until 165°F (74°C) or above for 15 seconds.  
 Food temperature 140°F (60°C) - 120°F (49°C) >or equal to 4 hours discard. < 4 hours reheat to 165°F (74°C) and hold at 140°F (60°C). 120°F (49°C) - 41°F (5°C) > or equal to 2 hours, discard; <2 hours, reheat to 165°F (74°C) and hold at 140°F (60°C)  
 Food temperature: 140°F (57°C) - 70°F (57°C-21°C) > 2 hours, discard; 70°F-41°F (21°C-5°C) > 4 hours, discard. 41°F (5°C) or less, but cooled too slowly, discard food.  
 Continue reheating process until product temperature is 165°F (74°C) or above. Product not reheated to 165°F (74°C) within 2 hours; discard product.  
 Record final cooking temp.  
 Record temp. on log sheet.  
 Record cooling times and temp.  
 Record final reheating temp.

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**RECIPE HAZARD EVALUATION**

**Name of Food: BAKED PASTA**

**Examples: Lasagna, Baked Ziti**

**Critical**

**Quantity/Volume/Weight:**

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Process Step	Hazard	Control	Criteria for Control	Monitoring Procedure	Corrective
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**Action Records Point**

**Procuring and Receiving**

**Storage**

**Thawing**

**Handling and Preparing Raw Food**

Vegetative pathogens.

Vegetative pathogens.

Vegetative pathogens.

Vegetative pathogens.

Purchase products from an approved source. Receive refrigerated pasta at or below 41°F (5°C) and frozen pasta at or below 0°F (-18°C.) Receive all dry pasta products with packages intact with no signs of insect infestation or contamination. Receive cheese at 41°F (5°C) or less  
 Store refrigerated products in a refrigerator at or below 41°F (5°C.) Store frozen products at or below 0°F (-18°C.)

Store dry products in a clean, dry room, 6 inches off the floor.

Thaw product in refrigerator at or below 41°F (5°C). Thaw under running water at or below 70°F (21°C), or by other approved methods. Thaw raw products on the lowest shelf away from ready to eat foods.

No ill workers. Workers wash hands and sanitize utensils and equipment. Food temperature 41°F (5°C) or less.

Workers wear gloves.

Shift manager verifies purchase specifications upon receipt of product. Shift manager verifies temperature in accordance with standard operating procedures.

Shift manager verifies product temperatures in accordance with standard operating procedures.

Observation.

Observe method. Measure temperatures.

Observation.

Observe quantity of food at room temperature. Observe time food is held at room temperature.

Reject delivery if product is not within specifications or if product is out of proper temperature range.

Move products to a unit capable of maintaining required temperature. Determine time refrigerated products are above 41°F (5°C). > 2 hours discard. < 2 hours chill to 41°F (5°C) or below and hold.

Food temperature more than 41°F (5°C) > 2 hours discard, < 2 hours return to unit capable of maintaining 41°F (5°C) and chill.

Food temperature: > 41°F (5°C) > 4 hours, discard; > 70°F (21°C), discard. Discard if equipment and utensils are contaminated.

Receiving log.

Daily inspection.

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Name of Food:

**BAKED PASTA**

Critical

Sheet: 2

Process Step	Hazard	Control	Criteria for Control	Monitoring Procedure	Corrective
Action	Records Point				

Cooking

Handling Cooked Food

Cold Preparation

Holding Food Hot / Cold

Cooling

Reheating

Vegetative pathogens. CCP

Prevent outgrowth of CCP spore-forming pathogens.

Prevent outgrowth of CCP spore-forming pathogens.

Vegetative pathogens. CCP

Bake pasta to a minimum temperature of 165°F (74°C) for 15 seconds.

Hot-hold food at 140°F (57°C) or above. .

Cool product: 140°F (57°C) - 70°F (21°C) within 2 hours; 70°F-41°F (21°C-5°C) within 4 hours. Total cooling time: 6 hours. Use shallow pans or ice baths for cooling.

Reheat items to 165°F (74°C) or above for 15 seconds within 2 hours.

Measure product temperature with a thermometer.

Measure food temperature at the thickest part every 1 – 2 hours during holding.

Measure temperature every 30 minutes during cooling.

Measure food temperature during reheating.

Continue cooking until product temperature reaches 165°F (74°C) or 15 seconds.

Food temperature 140°F (60°C) - 120°F (49°C) >or equal to 4 hours discard. < 4 hours reheat to 165°F (74°C) and hold at 140°F (60°C). 120°F (49°C) - 41°F (5°C) > or equal to 2 hours, discard; <2 hours, reheat to 165°F (74°C) and



hold at 140°F (60°C)

Food temperature: 140°F (57°C) - 70°F (57°C-21°C) > 2 hours, discard; 70°F-41°F (21°C-5°C) > 4 hours, discard; 41°F (5°C) or less, but cooled too slowly, discard food.

Continue reheating process until product temperature is 165°F (74°C) or above. Product not reheated to 165°F (74°C) within 2 hours; discard product.

Record final cooking temp.

Record temp. on log sheet.

Record cooling times and temp.

Record final reheating temp.

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## RECIPE HAZARD EVALUATION

**Name of Food: SOLID PORK ENTREES**

**Examples: Pork Tenderloin, Chops, Roasts**

**Critical**

**Quantity/Volume/Weight:**

Process Step	Hazard	Control	Criteria for Control	Monitoring Procedure	Corrective
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**Action Records Point**

**Procuring and Receiving**

**Storage**

**Thawing**

**Handling and Preparing Raw Food**

Vegetative pathogens.

Vegetative pathogens.

Vegetative pathogens.

Vegetative pathogens.

Purchase products from an approved source (USDA inspected facility). Receive frozen products frozen. Receive refrigerated products at or below 41°F (5°C).

Store frozen products in a freezer at or below 0°F (-18°C). Store refrigerated products in a refrigerator at or below 41°F (5°C).

Thaw product in refrigerator at or below 41°F (5°C). Thaw under running water at or below 70°F (21°C), or by other approved methods. Thaw raw products on the lowest shelf away from ready to eat foods.

No ill workers. Workers wash hands and sanitize utensils and equipment. Food temperature 41°F (5°C) or less.

Workers wear gloves.

Shift manager verifies purchase specifications upon receipt of product. Shift manager verifies temperature in accordance with standard operating procedures

Shift manager verifies product temperatures in accordance with standard operating procedures.

Observe method. Measure temperatures.

Observe quantity of food at room temperature. Observe time food is held at room temperature.

Reject delivery if product is not within specifications or if product is out of proper temperature range.

Move products to a unit capable of maintaining required temperature. Determine time refrigerated products are above 41°F (5°C). > 2 hours discard. < 2 hours chill to 41°F (5°C) or below and hold.

Food temperature more than 41°F (5°C) > 2 hours discard, < 2 hours return to unit capable of maintaining 41°F (5°C) and chill.

Food temperature > 41°F (5°C) > 2 hours discard. > 70°F (21°C) discard. Discard if equipment and utensils are contaminated.

Receiving log.

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Name of Food:

**SOLID PORK ENTREES**

Critical

Sheet: 2

Process Step	Hazard	Control	Criteria for Control	Monitoring Procedure	Corrective
Action	Records Point				

Cooking

Handling Cooked Food Cold Preparation

Holding Food Hot / Cold

Cooling

Reheating

Vegetative pathogens. CCP

Prevent outgrowth of CCP spore forming pathogens

Prevent outgrowth of CCP spore forming pathogens

Vegetative pathogens. CCP

Cook roast products to a minimum temperature of 145°F (63°C) for 4 minutes. Note- cook ground pork and pork sausage to 155°F for 15 seconds. Cook Pork chops to 145°F (63°C) for 15 seconds

Hot-hold food at 140°F (57°C) or above.

Cool product: 140°F (57°C) - 70°F (21°C) 2 hours. 70°F (21°C)- 41°F (5°C) 4 hours. Total cooling time 6 hours. Cut solid pork entrees into quarters for quicker cooling.

Reheat items to 165°F (74°C) or above for 15 seconds within 2 hours.

Measure cooking temperature with a thermometer.

Measure food temperature at the thickest part every 1-2 hours during holding.

Measure temperature every 30 minutes during cooling.

Measure food temperature during reheating.

Continue cooking until 145°F (63°C) or above for 4 minutes.

**Note- cook ground pork and pork sausage to 155°F for 15 seconds.**

Food temperature 140°F (60°C) - 120°F (49°C) >or equal to 4 hours discard. < 4 hours reheat to 165°F (74°C) and hold at 140°F (60°C). 120°F (49°C) - 41°F (5°C) > or equal to 2 hours, discard; <2 hours, reheat to 165°F (74°C) and hold at 140°F (60°C)

Food temperature: 140°F (57°C) -70°F (21°C) more than 2 hours, discard food. 70°F (21°C)- 41°F (5°C) more than 4 hours, discard food. 41°F or less but cooled too slowly, discard food.

Continue reheating process until product temperature is 165°F (74°C) or above. Product not reheated to 165°F (74°C) within 2 hours; discard product.

Record final cooking temp.

Record temp. on log sheet.

Record cooling times and temp.

Record final reheating temp.

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**RECIPE HAZARD EVALUATION**Name of Food: **POULTRY**

Quantity/Volume/Weight:

Examples: Turkey Burgers, Creoles, Salads, Hot Sandwiches, Solid Entrees (Turkey, Chicken, Duck – whole or parts)

Critical

Process Step	Hazard	Control	Criteria for Control	Monitoring Procedure	Corrective
Action	Records Point				

Procuring and Receiving

## Storage

### Thawing

### Handling and Preparing Raw Food

Vegetative pathogens.

Vegetative pathogens.

Vegetative pathogens.

Vegetative pathogens.

Purchase products from an approved source (USDA inspected facility). Receive frozen products frozen. Receive refrigerated products at or below 41°F (5°C.)

Store frozen products in a freezer at or below 0°F (-18°C.) Store refrigerated products in a refrigerator at or below 41°F (5°C.) Raw potentially hazardous food must not be stored above ready-to-eat product or raw produce.

Thaw product in refrigerator at or below 41°F (5°C). Thaw under running water at or below 70°F (21°C), or by other approved methods. Thaw raw products on the lowest shelf away from ready to eat foods.

No ill workers. Workers wash hands and sanitize utensils and equipment. Food temperature 41°F (5°C) or less.

Workers wear gloves.

Shift manager verifies purchase specifications upon receipt of product. Shift manager verifies temperature in accordance with standard operating procedures.

Shift manager verifies product temperatures in accordance with standard operating procedures.

Observe method. Measure temperatures.

Observe quantity of food at room temperature. Observe time food is held at room temperature.

Reject delivery if product is not within specifications or if product is out of proper temperature range.

Move products to a unit capable of maintaining required temperature. Determine time refrigerated products are above 41°F (5°C). > 2 hours discard. < 2 hours chill to 41°F (5°C) or below and hold.

Food temperature more than 41°F (5°C) > 2 hours discard, < 2 hours return to unit capable of maintaining 41°F (5°C) and chill.

Food temperature: > 41°F (5°C) > 4 hours, discard; > 70°F (21°C) discard. Discard if equipment and utensils are contaminated.

Receiving log.

Daily inspection.

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Name of Food:

**POULTRY**

Sheet: 2

Critical

Process Step	Hazard	Control	Criteria for Control	Monitoring Procedure	Corrective
Action	Records Point				

Cooking

Handling Cooked Food

Cold Preparation

Holding Food Hot / Cold

Cooling

Reheating

Vegetative pathogens. CCP

Prevent outgrowth of CCP spore-forming pathogens.

Prevent outgrowth of CCP spore-forming pathogens.

Vegetative pathogens. CCP

Cook ground poultry products to a minimum temperature of 165°F (74°C) for 15 seconds.

Hot-hold food at 140°F (57°C) or above.

Cool product: 140°F (57°C) - 70°F (57°C-21°C) within 2 hours; 70°F-41°F (21°C-5°C) within 4 hours. Total cooling

time: 6 hours. Use shallow pans or ice baths.  
 Reheat items to 165°F (74°C) or above for 15 seconds within 2 hours.  
 Measure cooking temperature with a thermometer.  
 Measure food temperature at the thickest part every 1 – 2 hours during holding.  
 Measure temperature every 30 minutes during cooling.  
 Measure product temperature during reheating.  
 Continue cooking until 165°F (74°C) or above for 15 seconds.  
 Food temperature 140°F (60°C) - 120°F (49°C) >or equal to 4 hours discard. < 4 hours reheat to 165°F (74°C) and hold at 140°F (60°C). 120°F (49°C) - 41°F (5°C) > or equal to 2 hours, discard; <2 hours, reheat to 165°F (74°C) and hold at 140°F (60°C)  
 Food temperature: 140°F (57°C) - 70°F (21°C) > 2 hours, discard; 70°F-41°F (21°C-5°C) > 4 hours, discard; 41°F (5°C) or less, but cooled too slowly, discard food.  
 Continue reheating process until product temperature is 165°F (74°C) or above. Product not reheated to 165°F (74°C) within 2 hours; discard product.  
 Record final cooking temp.  
 Record temp. on log sheet.  
 Record cooling times and temp.  
 Record final reheating temp.

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## **RECIPE HAZARD EVALUATION**

**Name of Food: PRECOOKED ENTREES (THIS IS A PRODUCT COOKED BY MANUFACTURERS' UNDER USDA INSPECTION)**

**Examples: Hamburgers, Hot Dogs, Meat Loaf, Chicken Breast, Fish, Stews, and Soups**

**Critical**

**Quantity/Volume/Weight:**

Process Step	Hazard	Control	Criteria for Control	Monitoring Procedure	Corrective
Action	Records Point				

**Procuring and Receiving**

**Storage**

**Thawing**

**Handling and Preparing Raw Food**

Vegetative pathogens.

Vegetative pathogens.

Vegetative pathogens.

Vegetative pathogens.

Purchase products from an approved source (USDA inspected facility). Receive frozen product frozen. Receive refrigerated products at or below 41°F (5°C.)

Store frozen product at or below 0°F (-18°C.) Store refrigerated products in a refrigerator at or below 41°F (5°C.)

Thaw product in refrigerator at or below 41°F (5°C). Thaw under running water at or below 70°F (21°C), or by other approved methods. Thaw raw products on the lowest shelf away from ready to eat foods.

No ill workers. Workers wash hands and sanitize utensils and equipment. Food temperature 41°F (5°C) or less.

Workers wear gloves.

Shift manager verifies purchase specifications upon receipt of product. Shift manager verifies temperature in accordance with standard operating procedures.

Shift manager verifies product temperatures in accordance with standard operating procedures.

Observe method. Measure temperatures.

Observe quantity of food at room temperature. Observe time food is held at room temperature.

Reject delivery if product is not within specifications or if product is out of proper temperature range.

Move products to a unit capable of maintaining required temperature. Determine time refrigerated products are above

41°F (5°C). > 2 hours discard. < 2 hours chill to 41°F (5°C) or below and hold.

Food temperature more than 41°F (5°C) > 2 hours discard, < 2 hours return to unit capable of maintaining 41°F (5°C) and chill.

Food temperature: > 41°F (5°C) > 4 hours, discard; > 70°F (21°C) discard. Discard if equipment and utensils are contaminated.

Receiving log.

Daily inspection.

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## **Name of Food: PRECOOKED ENTREES**

**Critical**

**Sheet: 2**

<b>Process Step</b>	<b>Hazard</b>	<b>Control</b>	<b>Criteria for Control</b>	<b>Monitoring Procedure</b>	<b>Corrective</b>
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**Action**

**Records Point**

**Cooking**

**Handling Cooked Food**

**Cold Preparation**

**Holding Food Hot / Cold**

**Cooling**

**Reheating**

Vegetative pathogens. CCP

Prevent outgrowth of CCP spore-forming pathogens.

Prevent outgrowth of CCP spore-forming pathogens.

Vegetative pathogens. CCP

Cook product to a minimum temperature of 140°F (57°C) for 15 seconds.

Hot-hold food at 140°F (57°C) or above.

Cool product: 140°F-70°F (57°C- 21°C) within 2 hours; 70°F-41°F (21°C-5°C) within 4 hours. Total cooling time: 6 hours. Use shallow pans or ice baths for cooling.

Reheat items to 165°F (74°C) or above for 15 seconds within 2 hours.

Measure cooking temperature with a thermometer.

Measure food temperature at the thickest part every 1 – 2 hours during holding.

Measure temperature every 30 minutes during cooling.

Measure food temperature during reheating.

Continue cooking until 140°F (57°C) or above for 15 seconds.

Food temperature 140°F (60°C) - 120°F (49°C) >or equal to 4 hours discard. < 4 hours reheat to 165°F (74°C) and hold at 140°F (60°C). 120°F (49°C) - 41°F (5°C) > or equal to 2 hours, discard; <2 hours, reheat to 165°F (74°C) and hold at 140°F (60°C)

Food temperature: 140°F-70°F (50°C-21°C) > 2 hours, discard; 70°F-41°F (21°C-5°C) > 4 hours, discard; 41°F (5°C) or less, but cooled too slowly, discard food.

Continue reheating process until product temperature is 165°F (74°C) or above. Product not reheated to 165°F (74°C) within 2 hours; discard product.

Record final cooking temp.

Record temp. on log sheet.

Record cooling times and temp.

Record final reheating temp.

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**Name of Food: SOUPS, SAUCES AND GRAVIES**

**RECIPE HAZARD EVALUATION** Quantity/Volume/Weight:

**Examples: Clear and Cream Base Chicken, Beef, Vegetable, Bisques**

**Critical**

Process Step	Hazard	Control	Criteria for Control	Monitoring Procedure	Corrective
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**Action**      **Records Point**

**Procuring and Receiving**

**Storage**

**Thawing**

**Handling and Preparing Raw Food**

Vegetative pathogens.

Vegetative pathogens.

Vegetative pathogens.

Vegetative pathogens.

Purchase products from an approved source (USDA inspected facility). Receive frozen product frozen. Receive refrigerated products at or below 41°F (5°C).

Store frozen product at or below 0°F (-18°C). Store refrigerated products in a refrigerator at or below 41°F (5°C). Raw potentially hazardous foods must not be stored above ready-to-eat product or raw produce.

Thaw product in refrigerator at or below 41°F (5°C). Thaw under running water at or below 70°F (21°C), or by other approved methods. Thaw raw products on the lowest shelf away from ready to eat foods.

No ill workers. Workers wash hands and sanitize utensils and equipment. Food temperature 41°F (5°C) or less.

Workers wear gloves.

Shift manager verifies purchase specifications upon receipt of product. Shift manager verifies temperature in accordance with standard operating procedures.

Shift manager verifies product temperatures in accordance with standard operating procedures.

Observe method. Measure temperatures.

Observe quantity of food at room temperature. Observe time food is held at room temperature.

Reject delivery if product is not within specifications or if product is out of proper temperature range.

Move products to a unit capable of maintaining required temperature. Determine time refrigerated products are above 41°F (5°C). > 2 hours discard. < 2 hours chill to 41°F (5°C) or below and hold.

Food temperature more than 41°F (5°C) > 2 hours discard, < 2 hours return to unit capable of maintaining 41°F (5°C) and chill.

Food temperature: > 41°F (5°C) > 4 hours, discard; > 70°F (21°C), discard. Discard if equipment and utensils are contaminated.

Receiving log.

Daily inspection.

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**Name of Food: SOUPS, SAUCES AND GRAVIES**

**Critical**

**Sheet: 2**

Process Step	Hazard	Control	Criteria for Control	Monitoring Procedure	Corrective
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**Action**      **Records Point**

**Cooking**

**Handling Cooked Food**

**Cold Preparation**

**Holding Food Hot /Cold**

**Cooling**

**Reheating**

Vegetative pathogens.

Prevent outgrowth of spore-forming pathogens.

Prevent outgrowth of spore-forming pathogens.

Vegetative pathogens.

Cook product to a minimum CCP temperature of 165°F (74°C) for 15 seconds.

Hot-hold food at 140°F (57°C) or CCP above.

Cool product: 140°F (57°C) - CCP 70°F (21°C) within 2 hours; 70°F (21°C)-41°F (5°C) within 4 hours. Total cooling time: 6 hours. Use shallow pans or ice baths for cooling.

Reheat items to 165°F (74°C) or CCP above for 15 seconds within 2 hours.

Measure cooking temperature with a thermometer.

Measure food temperature at the thickest part every 1 – 2 hours during holding.

Measure temperature every 30 minutes during cooling.

Measure food temperature during reheating.

Continue cooking until 165°F (74°C) or above for 15 seconds.

Food temperature 140°F (60°C) -120°F (49°C) >or equal to 4 hours discard. < 4 hours reheat to 165°F (74°C) and hold at 140°F (60°C). 120°F (49°C) - 41°F (5°C) > or equal to 2 hours, discard; <2 hours, reheat to 165°F (74°C) and hold at 140°F (60°C)

Food temperature: 140°F (57°C) -70°F (21°C) > 2 hours, discard; 70°F (21°C)- 41°F (5°C) > 4 hours, discard; 41°F (5°C) or less, but cooled too slowly, discard food.

Continue reheating process until product temperature is 165°F (74°C) or above. Product not reheated to 165°F (74°C) within 2 hours; discard product.

Record final cooking temp.

Record temp. on log sheet.

Record cooling times and temp.

Record final reheating temperature.

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## **RECIPE HAZARD EVALUATION Name of Food: STUFFED PRODUCT AND STUFFING CONTAINING FISH, MEATS, OR POULTRY**

**Examples: Meats, Pasta, Poultry, Fish**

**Critical**

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**Quantity/Volume/Weight:**

<b>Process Step</b>	<b>Hazard</b>	<b>Control</b>	<b>Criteria for Control</b>	<b>Monitoring Procedure</b>	<b>Corrective</b>
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**Action Records Point**

**Procuring and Receiving**

**Storage**

**Thawing**

**Handling and Preparing Raw Food**

Vegetative pathogens.

Vegetative pathogens.

Vegetative pathogens.

Vegetative pathogens.

Purchase products from an approved source (USDA inspected facility). Receive frozen product frozen Receive refrigerated products at or below 41°F (5°C.)

Store frozen product at or below 0°F (-18°C.) Store refrigerated products in a refrigerator at or below 41°F (5°C.) Raw potentially hazardous foods must not be stored above ready-to-eat product or raw produce.

Thaw product in refrigerator at or below 41°F (5°C). Thaw under running water at or below 70°F (21°C), or by other approved methods. Thaw raw products on the lowest shelf away from ready to eat foods.

No ill workers. Workers wash hands and sanitize utensils and equipment. Food temperature 41°F (5°C) or less.

Shift manager verifies purchase specifications upon receipt of product. Shift manager verifies temperature in accordance with standard operating procedures.

Shift manager verifies product temperatures in accordance with standard operating procedures.

Observe method. Measure temperatures.  
Observe quantity of food at room temperature. Observe time food is held at room temperature.  
Reject delivery if product is not within specifications or if product is out of proper temperature range.  
Move products to a unit capable of maintaining required temperature. Determine time refrigerated products are above 41°F (5°C). > 2 hours discard. < 2 hours chill to 41°F (5°C) or below and hold.  
Food temperature more than 41°F (5°C) > 2 hours discard, < 2 hours return to unit capable of maintaining 41°F (5°C) and chill.  
Food temperature: > 41°F (5°C) > 4 hours, discard; > 70°F (21°C) discard. Discard if equipment and utensils are contaminated.  
Receiving log.  
Daily inspection.

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**Name of Food: STUFFED PRODUCT AND STUFFING CONTAINING FISH, POULTRY** **Sheet: 2 MEATS, OR**

Critical Process Step	Hazard	Control	Criteria for Control Monitoring Procedure	Corrective Action
Records Point				
Cooking				
Handling Cooked Food				
Cold Preparation				
Holding Food Hot / Cold				
Cooling				
Reheating				
Vegetative pathogens.	CCP			
Prevent outgrowth of spore-forming		CCP pathogens.		
Prevent outgrowth of spore-forming		CCP pathogens.		
Vegetative pathogens.	CCP			
Cook product to a minimum temperature of 165°F (74°C) or 15 seconds.				
Hot-hold food at 140°F (57°C) or above.				
Cool product: 140°F-70°F (57°C-21°C) within 2 hours; 70°F-41°F (21°C-5°C) within 4 hours. Total cooling time: 6 hours. Use shallow pans or ice baths for cooling.				
Reheat items to 165°F (74°C) or above for 15 seconds within 2 hours.				
Measure cooking temperature with a thermometer.				
Measure food temperature at the thickest part every 1 – 2 hours during holding.				
Measure temperature every 30 minutes during cooling.				
Measure food temperature during reheating.				
Continue cooking until 165°F (74°C) or above for 15 seconds.				
Food temperature 140°F (60°C) - 120°F (49°C) >or equal to 4 hours discard. < 4 hours reheat to 165°F (74°C) and hold at 140°F (60°C). 120°F (49°C) - 41°F (5°C) > or equal to 2 hours, discard; <2 hours, reheat to 165°F (74°C) and hold at 140°F (60°C)				
Food temperature: 140°F-70°F (57°C- 21°C) > 2 hours, discard; 70°F-41°F (21°C-5°C) > 4 hours, discard; 41°F (5°C) or less, but cooled too slowly, discard food.				
Continue reheating process until product temperature is 165°F (74°C) or above. Product not reheated to 165°F (74°C) within 2 hours; discard product.				
Record final cooking temp.				
Record temp. on log sheet.				
Record cooling times and temp.				
Record final reheating temp.				

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# RECIPE HAZARD EVALUATION

Name of Food: **Lamb Entrees** Examples: Roast Lamb; Lamb chops

## Critical

Process Step	Hazard	Control	Criteria for Control	Monitoring Procedure	Corrective
Action	Records Point				

## Procuring & Receiving

## Storage

## Thawing

## Handling & Preparing Raw Food

Vegetative pathogens

Vegetative pathogens

Vegetative pathogens

Vegetative pathogens

Purchase products from an approved source (USDA inspected facility). Receive frozen products frozen. Receive refrigerated products at or below 41°F (5°C).

Store frozen products in a freezer at or below 0°F (- 18°C). Store refrigerated products in a refrigerator at or below 41°F (5°C).

Thaw product in refrigerator at or below 41°F (5°C). Thaw under running water at or below 70°F (21°C), or by other approved methods. Thaw raw products on the lowest shelf away from ready to eat foods.

No ill workers. Workers wash hands and sanitize utensils and equipment. Food temperature 41°F (5°C) or less.

Workers wear gloves.

Shift manager verifies purchase specifications upon receipt of product. Shift manager verifies temperature in accordance with standard operating procedures.

Shift manager verifies product temperatures in accordance with standard operating procedures.

Observe method. Measure temperatures.

Observe quantity of food at room temperature. Observe time food is held at room temperature.

Reject delivery if product is not within specifications or if product is out of proper temperature range.

Move products to a unit capable of maintaining required temperature. Determine time refrigerated products are above 41°F (5°C). > 2 hours discard.

< 2 hours chill to 41°F (5°C) or below and hold.

Food temperature more than 41°F (5°C) > 2 hours discard, < 2 hours return to unit capable of maintaining 41°F (5°C) and chill.

Food temperature > 41°F (5°C) > 2 hours discard. > 70°F (21°C) discard. Discard if equipment and utensils are contaminated.

Receiving log.

Daily inspection.

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Name of Food:

**Lamb Entrees**

## Critical

Page: 2

Process Step	Hazard	Control	Criteria for Control	Monitoring Procedure	Corrective
Action	Records Point				

## Cooking

## Handling Cooked Food Cold Preparation

## Holding Food Hot / Cold

## Cooling

## Reheating

#### Vegetative pathogens

Cook product to a minimum temperature of 145°F (63°C) for 4 minutes and chops 15 seconds.

Hot-hold food at 140°F (57°C) or above.

Cool product: 140°F (57°C) -70°F (21°C) 2 hours. 70°F (21°C) - 41°F (5°C) 4 hours. Total cooling time 6 hours. Cut solid lamb entrees into quarters for quicker cooling. Use shallow pans for thin slices of lamb.

Reheat items to 165°F (74°C) or above for 15 seconds within 2 hours.

Measure cooking temperature with a thermometer.

Measure food temperature at the thickest part every 30 – 45 minutes during holding.

Measure temperature every 30 minutes during cooling.

Measure food temp. during reheating.

Continue cooking until 145°F (63°C) or above.

Food temperature 140°F (60°C) -120°F (49°C) >or equal to 4 hours discard. < 4 hours reheat to 165°F (74°C) and hold at 140°F (60°C). 120°F (49°C) - 41°F (5°C) > or equal to 2 hours, discard; <2 hours, reheat to 165°F (74°C) and hold at 140°F (60°C)

Food temperature: 140°F (57°C) -70°F (21°C) more than 2 hours, discard food. 70°F (21°C)- 41°F (5°C) more than 4 hours, discard food. 41°F (5°C) or less but cooled too slowly, discard food.

Continue reheating process until product temperature is 165°F (74°C) or above. Product not reheated to 165°F (74°C) within 2 hours; discard product.

Record final cooking temp. on a log.

Record temp. on log sheet.

Record cooling time and temp.

Record final temp. on a log.

#### CCP

Prevent outgrowth of CCP spore forming pathogens

Prevent outgrowth of spore forming CCP pathogens

Vegetative pathogens

#### CCP

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PaPgae62710fo7f575

#### RECIPE HAZARD EVALUATION

**Name of Food: COMMERCIALLY RAISED GAME Examples: Venison, Goat**

#### Critical

**Quantity/Volume/Weight:**

Process	Hazard	Control	Criteria for Control	Monitoring Procedure	Corrective Action
---------	--------	---------	----------------------	----------------------	-------------------

Records Step

#### Point

**Procuring and Receiving**

**Storage**

**Thawing**

**Handling and Preparing Raw Food**

Vegetative pathogens.

Vegetative pathogens.

Vegetative pathogens.

Vegetative pathogens.

Purchase products from an approved source (USDA inspected facility). Receive frozen products frozen. Receive refrigerated products at or below 41°F (5°C.)

Store frozen products in a freezer at or below 0°F (-18°C.) Store refrigerated products in a refrigerator at or below 41°F (5°C.) Raw potentially hazardous foods must not be stored above ready-to-eat or raw produce.

Thaw product in refrigerator at or below 41°F (5°C). Thaw under running water at or below 70°F (21°C), or by other approved methods. Thaw raw products on the lowest shelf away from ready to eat foods.

No ill workers. Workers wash hands and sanitize utensils and equipment. Food temperature 41°F (5°C) or less.

Workers wear gloves.

Shift manager verifies purchase specifications upon receipt of product. Shift manager verifies temperature in accordance with standard operating procedures.

Shift manager verifies product temperatures in accordance with standard operating procedures.

Observe method. Measure temperatures.

Observe quantity of food at room temperature. Observe time food is held at room temperature.

Reject delivery if product is not within specifications or if product is out of proper temperature range.

Move products to a unit capable of maintaining required temperature. Determine time refrigerated products are above 41°F (5°C). > 2 hours discard. < 2 hours chill to 41°F (5°C) or below and hold.

Food temperature more than 41°F (5°C) > 2 hours discard, < 2 hours return to unit capable of maintaining 41°F (5°C) and chill.

Food temperature: > 41°F (5°C) > 4 hours, discard; > 70°F (21°C) discard. Discard if equipment and utensils are contaminated.

Receiving log.

Daily inspection.

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**Name of Food:**

## **COMMERCIALLY RAISED GAME ENTREES**

**Sheet: 2**

<b>Critical Process Step Records</b>	<b>Hazard</b>	<b>Control</b>	<b>Criteria for Control</b>	<b>Monitoring</b>	<b>Corrective Action</b>
--	---------------	----------------	-----------------------------	-------------------	--------------------------

**Cooking**

**Handling Cooked Food**

**Cold Preparation**

**Holding Food Hot / Cold**

**Cooling**

**Reheating**

Vegetative pathogens.

Prevent outgrowth of spore-forming pathogens.

Prevent outgrowth of spore-forming pathogens.

Vegetative pathogens.

### **Point**

Cook roasts and venison CCP steak to a minimum temperature of 160°F (71°C) or above for 15 seconds

Hot-hold food at 140°F CCP (60°C) or above.

Cool product: 140°F - 70°F CCP (57°C-21°C) within 2

hours; 70°F- 41°F (21°C- 5°C) within 4 hours. Total cooling time: 6 hours. Cut solid veal entrees into quarters for quicker cooling. Use shallow pans for thin slices of veal.

Reheat items to 165°F CCP (74°C) or above for 15 seconds within 2 hours.

### **Procedure**

Measure cooking temperature with a thermometer.

Measure food temperature at the thickest part every 1 – 2 hours during holding.

Measure temperature every 30 minutes during cooling.

Measure food temperature during reheating.

Continue cooking until 160°F (71°C) for 4 minutes for roasts, 15 seconds for steaks

Food temperature 140°F (60°C) -120°F (49°C) >or equal to 4 hours discard. < 4 hours reheat to 165°F (74°C) and hold at 140°F (60°C). 120°F (49°C) - 41°F (5°C) > or equal to 2 hours, discard; <2 hours, reheat to 165°F (74°C) and hold at 140°F (60°C)

Food temperature: 140°F- 70°F (60°C-21°C) > 2 hours, discard; 70°F-41°F (21°C-5°C) > 4 hours, discard; 41°F (5°C) or less, but cooled too slowly, discard food.  
 Continue reheating process until product temperature is 165°F (74°C) or above. Product not reheated to 165°F (74°C) within 2 hours; discard product.  
 Record final cooking temp.  
 Record temp on log sheet.  
 Record cooling times and temp.  
 Record final reheating temp.

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## Flow Diagram – Cold Foods (Only for Products containing cooked ingredients)

Receiving  
 Storage  
 Frozen Storage  
 Refrigerated Storage  
 Dry Storage  
 Thawing  
 Washing vegetables & fruits  
 Preparation  
 Cooking  
 \*CCP\*  
 Cooling  
 \*CCP\*  
 Preparation  
 Cold Holding/Serving  
 \*CCP\*

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### RECIPE HAZARD EVALUATION

Name of Food:

#### PASTA AND RICE ENTREES

Critical

Quantity/Volume/Weight:

Process Step	Hazard	Control	Criteria for Control	Monitoring Procedure	Corrective
Action	Records Point				

Procuring and Receiving

Storage

Thawing

Handling and Preparing Raw Food

Vegetative pathogens.

Vegetative pathogens.

Vegetative pathogens.

Vegetative pathogens.

Purchase products from an approved source. Receive refrigerated pasta at or below 41°F (5°C) and frozen pasta frozen. Receive all dry pasta and rice products with packages intact with no signs of insect infestation or contamination.

Store refrigerated products in a refrigerator at or below 41°F (5°C.) Store frozen products at or below 0°F (-18°C.)

Store dry products in a clean, dry room, 6 inches off the floor.

Thaw product in refrigerator at or below 41°F (5°C). Thaw under running water at or below 70°F (21°C), or by other approved methods. Thaw raw products on the lowest shelf away from ready to eat foods.

No ill workers. Workers wash hands and sanitize utensils and equipment. Food temperature 41°F (5°C) or less.

Workers wear gloves.

Shift manager verifies purchase specifications upon receipt of product. Shift manager verifies temperature in accordance with standard operating procedures.

Shift manager verifies product temperatures in accordance with standard operating procedures.

Observation.

Observe method. Measure temperatures.

Observe quantity of food at room temperature. Observe time food is held at room temperature.

Reject delivery if product is not within specifications or if product is out of proper temperature range.

Move products to a unit capable of maintaining required temperature. Determine time refrigerated products are above 41°F (5°C). > 2 hours discard. < 2 hours chill to 41°F (5°C) or below and hold.

Food temperature more than 41°F (5°C) > 2 hours discard, < 2 hours return to unit capable of maintaining 41°F (5°C) and chill.

Food temperature: > 41°F (5°C) > 4 hours, discard; > 70°F (21°C) discard. Discard if equipment and utensils are contaminated.

Receiving log.

Daily inspection.

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**Name of Food:**

## **PASTA AND RICE ENTREES**

**Critical**

**Sheet: 2**

<b>Process Step</b>	<b>Hazard</b>	<b>Control</b>	<b>Criteria for Control</b>	<b>Monitoring Procedure</b>	<b>Corrective</b>
<b>Action</b>	<b>Records Point</b>				

**Cooking**

**Handling Cooked Food**

**Cold Preparation**

**Holding Food Hot / Cold**

**Cooling**

**Reheating**

Prevent outgrowth of CCP spore-forming pathogens.

Prevent outgrowth of CCP spore-forming pathogens.

Vegetative pathogens. CCP

Boil all pasta and rice.

Hot-hold food at 140°F (57°C) or above.

Cool product: 140°F-70°F (57°C- 21°C) within 2 hours; 70°F- 41°F (21°C-5°C) within 4 hours. Total cooling time: 6 hours. Use shallow pans or ice baths to cool pasta and rice.

Reheat items to 165°F (74°C) or above for 15 seconds within 2 hours.

Measure food temperature at the thickest part every 1 – 2 hours during holding.

Measure temperature every 30 minutes during cooling.

Measure food temperature during reheating.

Food temperature 140°F (57°C) - 120°F (49°C) >or equal to 4 hours discard. < 4 hours reheat to 165°F (74°C) and hold at 140°F (57°C). 120°F (49°C) - 41°F (5°C) > or equal to 2 hours, discard; <2 hours, reheat to 165°F (74°C) and hold at 140°F (57°C)

Food temperature: 140°F-70°F (57°C-21°C) >2 hours, discard; 70°F-41°F (21°C-5°C) > 4 hours, discard; 41°F (5°C) or less, but cooled too slowly, discard food.

Continue reheating process until product temperature is 165°F (74°C) or above. Product not reheated to 165°F (74°C) within 2 hours; discard product.

Record final cooking temp.

Record temp. on log sheet.

Record cooling times and temp.

Record final reheating temp.

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## RECIPE HAZARD EVALUATION

### Name of Food:

Examples: turkey

### Poultry Salad

or chicken salad

### Critical

### Quantity/Volume/Weight:

Process Step	Hazard	Control	Criteria for Control	Monitoring Procedure	Corrective
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Action	Records Point
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### Procuring & Receiving

### Storage

### Thawing

### Handling & Preparing Raw Food

Vegetative Pathogens

Vegetative Pathogens

Vegetative Pathogens

Vegetative Pathogens

Purchase products from an approved source. Receive fresh poultry at 41°F (5°C) or below; receive frozen poultry at 0°F (-18°C) or below. Receive celery and onions with packages intact and no signs of insects or mold

Store refrigerated product at or below 41°F (5°C) on the lowest shelf; store frozen product at or below 0°F (-18°C).

Store vegetables in a refrigerator at or below 41°F (5°C) away from raw meats or poultry. Raw potentially hazardous foods must not be stored over ready to eat product or raw produce.

Thaw products in refrigerator on lowest shelf away from ready to eat foods at or below 41°F (5°C) under running water at or below 70°F (21°C), or by other approved methods.

No ill workers. Workers wash hands and sanitize utensils and equipment. Food temperature 41°F (5°C) or less.

Workers wear gloves. Thoroughly wash or blanch vegetables

Shift manager verifies purchase specifications upon receipt of product. Shift manager verifies temperature in accordance with standard operating procedures.

Observation

Shift manager verifies product temperatures in accordance with standard operating procedures.

Observation

Observe method; measure temperature

Observe quantity of food at room temperature. Observe time food is held at room temperature.

Reject delivery if product is not within specifications or if product is out of proper temperature range.

Move products to a unit capable of maintaining required temperature. Determine time refrigerated products are above 41°F (5°C). > 2 hours, discard. < 2 hours, chill to 41°F (5°C) or below and hold; > 70°F (21°C) discard

Food temperature >41°F (5°C) or >2 hours discard. >70°F (21°C) discard. <2 hours, return to unit capable of maintaining 41°F (5°C) and chill

Food temperature >41°F (5°C) or >2 hours discard. >70°F (21°C) discard. Discard if equipment and utensils are contaminated.

Receiving log.

Daily inspection.

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### Name of Food:

### Poultry Salad

### Critical

Page: 2

Process Step Action	Hazard Records Point	Control	Criteria for Control	Monitoring Procedure	Corrective
<b>Cooking</b>					
<b>Cooling (of Poultry)</b>					
<b>Handling Cooked Food</b>					
<b>Cold Preparation</b>					
<b>Holding Food Hot / Cold</b>					
<b>Reheating</b>					

Vegetative CCP pathogens

Prevent outgrowth of spore forming CCP pathogens

Vegetative Pathogens

Prevent outgrowth of CCP spore forming pathogens

Vegetative Pathogens

Cook poultry to a minimum temperature of 165°F (74°C) for 15 seconds

Cool product: 140°F (57°C)-70°F (21°C) within 2 hours. 70°F (21°C)-41°F (5°C) 4 hours. Total cooling time 6 hours.

Use shallow pans or ice baths.

Prevent contamination by: ill workers not working, workers washing hands and sanitizing utensils and equipment.

Workers wear gloves. Product temperature 41°F (5°C) or less. Use prechilled ingredients

Cold hold food at or below 41°F (5°C).

Measure cooking temperature with thermometer

Measure temperature every 30 minutes during cooling.

Observe hand washing, glove use, measure temperatures, observe sanitation of utensils and equipment.

Measure food temperature at the thickest part every 1-2 hours during holding.

Continue cooking until 165°F (74°C) for 15 seconds

Food temperature: 140°F (57°C)-70°F (21°C) more than 2 hours, discard food. 70°F (21°C)-41°F (5°C) more than 4

hours, discard food. 41°F (5°C) or less but cooled too slowly, discard food.

Discard food if an ill worker is working or if direct hand contact has occurred with ready to eat food. More than 41°F

(5°C), more than or equal to 2 hours, discard. More than 70°F (21°C) discard

Food temperature 41°F (5°C)- 70°F (21°C) > or equal to 2 hours discard. < 2 hours serve or refrigerate. > or equal to

70°F (21°C) discard.

Record final cooking temperature on a log

Record cooling time and temp.

Record temp. on log sheet.

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## RECIPE HAZARD EVALUATION

**Name of Food:** Seafood Salad Examples: Shrimp, sea-legs

**Critical**

**Quantity/Volume/Weight:**

Process Step Action	Hazard Records Point	Control	Criteria for Control	Monitoring Procedure	Corrective
------------------------	-------------------------	---------	----------------------	----------------------	------------

**Procuring & Receiving**

**Storage**

**Thawing**

**Handling & Preparing Raw Food**

Vegetative Pathogens

Vegetative Pathogens

Vegetative Pathogens

Vegetative Pathogens

Purchase products from an approved source. Receive frozen products at or below 0°F (-18°C). Receive refrigerated

products at or below 41°F (5°C). Receive all products with packages intact with no signs of insect infestation or contamination.

Store frozen products in a freezer at or below 0°F (-18°C). Store refrigerated products in a refrigerator at or below 41°F (5°C).

Raw potentially hazardous foods must not be stored over ready to eat product or raw produce.

Thaw product in refrigerator at or below 41°F (5°C). Thaw under running water at or below 70°F (21°C), or by other approved method. Thaw raw products on the lowest shelf away from ready to eat foods.

No ill workers. Workers wash hands and sanitize utensils and equipment. Food temperature 41°F (5°C) or less.

Workers wear gloves.

Shift manager verifies purchase specifications upon receipt of product. Shift manager verifies temperature in accordance with standard operating procedures.

Shift manager verifies product temperatures in accordance with standard operating procedures.

Observation

Observe method. Measure temperatures.

Observe quantity of food at room temperature. Observe time food is held at room temperature.

Reject delivery if product is not within specifications or if product is out of proper temperature range.

Move products to a unit capable of maintaining required temperature. Determine time refrigerated products are above 41°F (5°C). > 2 hours discard. < 2 hours return to 41°F (5°C) and chill. > 70°F (21°C) discard.

Food temperature > or equal to 70°F (21°C) discard. More than 41°F (5°C) > 2 hours discard, < 2 hours return to unit capable of maintaining 41°F (5°C) and chill.

Food temperature >41°F (5°C) >2 hours discard. >70°F (21°C) discard. Discard if equipment and utensils are contaminated.

Receiving log.

Daily inspection.

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Name of Food:

## Seafood Salad

Critical

Page: 2

Process Step	Hazard	Control	Criteria for Control	Monitoring Procedure	Corrective
Action	Records Point				

Cooking

Cooling (of seafood)

Handling Cooked Food

Cold Preparation

Holding Food Hot / Cold

Reheating

Vegetative pathogens	CCP
Prevent outgrowth of	CCP spore forming pathogens
Vegetative Pathogens	
Prevent outgrowth of	CCP spore forming pathogens
Cook shrimp to minimum temperature of 145°F (63°C) for 15 seconds. Sea legs are precooked	
Cool shrimp from 140°F (57°C) to 70°F (21°C) within 2 hours and from 70°F (21°C) to 41°F (5°C) within 4 hours total cooling time 6 hours. Use shallow pans to cool shrimp	
Prevent contamination by: ill workers not working, workers washing hands and sanitizing utensils and equipment.	
Workers wear gloves. Product temperature 41°F (5°C) or less. Use prechilled ingredients	
Cold hold food at or below 41°F (5°C).	
Monitor product temperature with a thermometer	
Measure temperature every 30 minutes during cooling	



Observe hand washing, glove use, measure temperatures, observe sanitation of utensils and equipment.  
 Measure food temperature at the thickest part every 1-2 hours during holding.  
 Continue cooking until product temperature reaches 145°F (63°C) for 15 seconds  
 Food temperature 140°F (57°C) - 70°F (21°C) more than 2 hours, discard food. 70°F (21°C) - 41°F (5°C) more than 4 hours, discard food. 41°F or less, but cooled too slowly, discard food  
 Discard food if an ill worker is working or if direct hand contact has occurred with ready to eat food. More than 41°F (5°C), more than or equal to 2 hours, discard. More than 70°F (21°C) discard  
 Food temperature 41°F (5°C)- 70°F (21°C) > Or equal to 2 hours discard. < 2 hours serve or refrigerate. > Or equal to 70°F (21°C) discard.  
 Record on a log sheet  
 Record cooling time and temp.  
 Record temp. on log sheet.

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## Flow Diagram – Cold Food

### Receiving

#### Storage

#### Refrigerated Storage

#### Dry Storage

#### Washing Vegetables & Fruits

#### Preparation

#### Refrigerator Storage

#### Cold Holding/Serving

#### \*CCP\*

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### RECIPE HAZARD EVALUATION Name of Food: DELI MEAT SANDWICHES & BOX LUNCHES

Examples: Ham, Roast Beef, Corned Beef, Turkey, Salami

#### Critical

#### Quantity/Volume/Weight:

Process Step	Hazard	Control	Criteria for Control	Monitoring Procedure	Corrective
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Action	Records	Point
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Procuring and Receiving

Storage

Thawing

Handling and Preparing Raw Food

Vegetative pathogens.

Vegetative pathogens.

Purchase products from an approved source (USDA inspected facility). Receive refrigerated products at or below 41°F (5°C).

Store refrigerated products at or below 41°F (5°C).

Shift manager verifies purchase specifications upon receipt of product. Shift manager verifies temperature in accordance with standard operating procedures.

Shift manager verifies product temperatures in accordance with standard operating procedures.

Reject delivery if product is not within specifications or if product is out of proper temperature range.

Move products to a unit capable of maintaining required temperature. Determine time refrigerated products are above 41°F (5°C). > 2 hours discard. < 2 hours chill to 41°F (5°C) or below and hold.

Receiving log.

Daily inspection.

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**Name of Food:**

**DELI MEAT SANDWICHES & BOX LUNCHES**

**Critical**

**Sheet: 2**

Process Step	Hazard	Control	Criteria for Control	Monitoring Procedure	Corrective
Action	Records	Point			

**Cooking**

**Handling Cooked Food**

**Cold Preparation**

**Holding Food Hot / Cold**

**Cooling**

**Reheating**

Vegetative pathogens; cross contamination.

Vegetative pathogens; CCP cross contamination.

Prevent contamination: No ill workers; workers wash hands and sanitize utensils and equipment. Workers wear gloves.

Store pans of deli meats on ice during preparation.

Cold-hold deli meats at or below 41°F (5°C.)

Observe hand washing, glove use, measure temperatures, observe sanitation of utensils and equipment.

Measure food temperature at the thickest part every 1 – 2 hours during holding.

Discard food if an ill worker is working or if direct hand contact has occurred with ready-to-eat food.

Food temperature: 41°F- 70°F (5°C-21°C) >2 hours, discard; < 2 hours, chill to 41°F (5°C) or less and hold; > 70°F (21°C), discard.

Record temp. on log sheet.

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## 5.0 TRAINING PROGRAM

All Aramark locations must have a manager on duty with a valid ServSafe Manager's Certification. The ServSafe Manager's Certification developed by the National Restaurant Association (NRA) is the food safety Certification required by Aramark. The procedures for safe food handling detailed in the course in combination with the procedures described in Aramark's Food Safety Standards must be followed. If local/county health departments do not recognize ServSafe, then the Manager may have to be Certified with equivalent food safety training per local requirements.

Those managers responsible for implementing and maintaining the Aramark HACCP plan in their accounts will also need to have taken the Aramark Food Safety Training and also train all their hourly staff.

**Specifications for training require at least that:**

☐ All employees will have basic training in food safety and sanitation to understand the importance of the Hazard Analysis and Critical Control Point (HACCP) system.

☐ A certified ServSafe-trained person should do training. ☐ All Managers will need to be ServSafe Certified and have all the required Aramark training completed.

○ Aramark Food Safety Training ☐ The Safety Coordinator should be part of all aspects of the program and assist with periodic audits. ☐ Based on turnover, each component should have additional training during the season. ☐

Training and a review of the program must be done every year. ☐ Each component safety committee should review the effectiveness of the program at least once

during the season with results sent to Risk Management.

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## 6.0 HACCP LOGS

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### 3.0 Location & Equipment

#### Thermometer Calibration Log

[https://safe.Aramark.net/Food\\_Safety/Standards\\_and\\_Procedures/Location\\_and\\_Equipment/Weekly\\_Verification/Calibration\\_Log/](https://safe.Aramark.net/Food_Safety/Standards_and_Procedures/Location_and_Equipment/Weekly_Verification/Calibration_Log/)

#### 4.0 Pest Management

##### Pest Sighting Log

[https://safe.Aramark.net/Food\\_Safety/Standards\\_and\\_Procedures/Pest\\_Management\\_Documents/Pest\\_Sighting\\_Log/](https://safe.Aramark.net/Food_Safety/Standards_and_Procedures/Pest_Management_Documents/Pest_Sighting_Log/)

#### 5.0 Cleaning & Sanitation

##### Dishmachine Sanitizer Log

[https://safe.Aramark.net/Food\\_Safety/Standards\\_and\\_Procedures/Cleaning\\_and\\_Sanitizing\\_Documents/Dishmachine\\_Sanitizer\\_Log/](https://safe.Aramark.net/Food_Safety/Standards_and_Procedures/Cleaning_and_Sanitizing_Documents/Dishmachine_Sanitizer_Log/)

##### Dishmachine Temperature Log

[https://safe.Aramark.net/Food\\_Safety/Standards\\_and\\_Procedures/Cleaning\\_and\\_Sanitizing\\_Documents/Dishmachine\\_Temperature\\_Log/](https://safe.Aramark.net/Food_Safety/Standards_and_Procedures/Cleaning_and_Sanitizing_Documents/Dishmachine_Temperature_Log/)

##### Sanitizer Dispenser Log

[https://safe.Aramark.net/Food\\_Safety/Standards\\_and\\_Procedures/Cleaning\\_and\\_Sanitizing\\_Documents/Sanitizer\\_Dispenser\\_Log/](https://safe.Aramark.net/Food_Safety/Standards_and_Procedures/Cleaning_and_Sanitizing_Documents/Sanitizer_Dispenser_Log/)

#### 6.0 Receiving & Storage

##### Daily Receiving Log

[https://safe.Aramark.net/Food\\_Safety/Standards\\_and\\_Procedures/Receiving\\_and\\_Storage/Daily\\_Receiving\\_Log/](https://safe.Aramark.net/Food_Safety/Standards_and_Procedures/Receiving_and_Storage/Daily_Receiving_Log/)

##### Freezer Temperature Log

[https://safe.Aramark.net/Food\\_Safety/Standards\\_and\\_Procedures/Receiving\\_and\\_Storage/Freezer\\_Temperature\\_Log\\_for\\_Non-24-Hour\\_Operation/](https://safe.Aramark.net/Food_Safety/Standards_and_Procedures/Receiving_and_Storage/Freezer_Temperature_Log_for_Non-24-Hour_Operation/)

##### Freezer Temperature Log – 24 hour Operation

[https://safe.Aramark.net/Food\\_Safety/Standards\\_and\\_Procedures/Receiving\\_and\\_Storage/Freezer\\_Temperature\\_Log\\_for\\_24-Hour\\_Operation/](https://safe.Aramark.net/Food_Safety/Standards_and_Procedures/Receiving_and_Storage/Freezer_Temperature_Log_for_24-Hour_Operation/)

##### Refrigerator Temperature Log

[https://safe.Aramark.net/Food\\_Safety/Standards\\_and\\_Procedures/Receiving\\_and\\_Storage/Refrigerator\\_Temperature\\_Log\\_for\\_Non-24-Hour\\_Operation/](https://safe.Aramark.net/Food_Safety/Standards_and_Procedures/Receiving_and_Storage/Refrigerator_Temperature_Log_for_Non-24-Hour_Operation/)

##### Refrigerator Temperature Log – 24 hour Operation

[https://safe.Aramark.net/Food\\_Safety/Standards\\_and\\_Procedures/Receiving\\_and\\_Storage/Refrigerator\\_Temperature\\_Log\\_for\\_24-Hour\\_Operation/](https://safe.Aramark.net/Food_Safety/Standards_and_Procedures/Receiving_and_Storage/Refrigerator_Temperature_Log_for_24-Hour_Operation/)

#### 7.0 Food Handling

##### Cooling Temperature Log

[https://safe.Aramark.net/Food\\_Safety/Standards\\_and\\_Procedures/Food\\_Handling/Cooling\\_Temperature\\_Log/](https://safe.Aramark.net/Food_Safety/Standards_and_Procedures/Food_Handling/Cooling_Temperature_Log/)

##### Final Cooking & Reheating Temperature Log

[https://safe.Aramark.net/Food\\_Safety/Standards\\_and\\_Procedures/Food\\_Handling/Final\\_Cooking\\_and\\_Reheating\\_Temperature\\_Log/](https://safe.Aramark.net/Food_Safety/Standards_and_Procedures/Food_Handling/Final_Cooking_and_Reheating_Temperature_Log/)

##### Refrigerated TCS Food Cold Production Log

[https://safe.Aramark.net/Food\\_Safety/Standards\\_and\\_Procedures/Food\\_Handling/Refrigerated\\_TCS\\_Food\\_Cold\\_Production\\_Log/](https://safe.Aramark.net/Food_Safety/Standards_and_Procedures/Food_Handling/Refrigerated_TCS_Food_Cold_Production_Log/)

#### 8.0 Service & Delivery

##### Drop-off Service Time and Temp Log

[https://safe.Aramark.net/Food\\_Safety/Standards\\_and\\_Procedures/Service\\_and\\_Delivery/Drop-Off\\_Service\\_Time\\_\\_\\_Temperature\\_Log/](https://safe.Aramark.net/Food_Safety/Standards_and_Procedures/Service_and_Delivery/Drop-Off_Service_Time___Temperature_Log/)

##### Cold Food Holding Log

[https://safe.Aramark.net/Food\\_Safety/Standards\\_and\\_Procedures/Service\\_and\\_Delivery/TCS\\_Food\\_Cold\\_Holding\\_Log/](https://safe.Aramark.net/Food_Safety/Standards_and_Procedures/Service_and_Delivery/TCS_Food_Cold_Holding_Log/)

##### Hot Food Holding Log

[https://safe.Aramark.net/Food\\_Safety/Standards\\_and\\_Procedures/Service\\_and\\_Delivery/TCS\\_Food\\_Hot\\_Holding\\_Log/](https://safe.Aramark.net/Food_Safety/Standards_and_Procedures/Service_and_Delivery/TCS_Food_Hot_Holding_Log/)

##### Waste Sheet

[https://safe.Aramark.net/Food\\_Safety/Standards\\_and\\_Procedures/Receiving\\_and\\_Storage/Waste\\_Sheet/](https://safe.Aramark.net/Food_Safety/Standards_and_Procedures/Receiving_and_Storage/Waste_Sheet/)

## Schedule G

### STAFFING SCHEDULES AND OTHER RELATED INFORMATION

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

#### **Staffing Requirements by the FSMC include the following:**

1. 1. It is the desire of the Putnam Valley School District that the current Food Service Director, Cara DiMarisco, be retained by the FSMC that is awarded the contract. The Food Service Director shall be a full time, on-site employee at the HFFMSD, exclusively responsible for the management and supervision of the PVCSD food service program. The Food Service Director position shall be full time for 11 months per year with an annual minimal salary of \$. Ms. DiMarsico shall receive a minimum of 20 vacation/paid time off days per year. Termination of the current FSD shall be with written approval from the \_\_\_\_\_.
2. 2. Job Descriptions are required for all positions shall be submitted by the FSMC with their response and are to be followed routinely.
3. 3. Adequate personnel shall be employed to staff all points of service and complete preparation, service, sanitation and cleanup, in-service training and other required functions as per job descriptions and contract specifications. Any shortage of positions not approved by the SFA, shall result in the imposition of payment penalties as specified in Section 26, paragraph C, of the "Agreement" forming part of this bid specification..

#### **The F.S.M.C. must adhere to the following requirements for Training and Development when submitting bids.**

1. 1. The FSMC shall provide technical support services for the purpose of training food service personnel to meet the Professional Standards required
2. 2. The FSMC shall provide functional routine training in tasks listed in job descriptions. Such training may be provided by the Food Service Director and/or the District Manager to insure that all food service personnel are aware of policies, procedures and methods they are to implement when providing daily service.
3. 3. The FSMC shall provide specialized training in food safety, sanitation and food handling techniques, as well as blood-borne pathogens, for all FSMC employees.
4. 4. A cook or lead at each school is required to attend mandated training courses in Safety and Sanitation, training in reacting to food allergies/cross contamination AND compliance with the County

Health Department Regulations. Serve-Safe Certification is required by at least one FSMC employee in each building, as well as compliance with all HACCP regulations.

5. 5. FSMC must submit with their bids the following information:
  - a. a. Names of the training programs to be offered
  - b. b. Names and credentials of the technical experts who will deliver such training programs
6. The initial training of employees must be done prior to commencement of the school year. **The FSMC must consider the following requirements for communication when submitting bids:**
  1. 1. The FSD is to visit each school regularly or as requested by the District or Building Principal.
  2. 2. Wellness and Nutrition Committees currently exist in the District. Their purpose is to provide an ongoing communication network between students, faculty and the FSMC. Menu suggestions, taste tests, service problems, suggested improvements and advertising for educational and other special programs are a few of the agenda topics to be discussed at regular meetings of the committee. Minutes for each meeting are to be submitted to District in a timely fashion. Representatives of the FSMC are required to attend these regular meetings.
  3. 3. FSMC is also required to conduct parent, student and SFA staff meetings within each building during the course of the year at a frequency determined by the Building Principal.
  4. 4. The FSD or District Manager shall meet with client/liaison monthly to discuss financial and service standards. Delivery of the monthly operating statement and billing shall occur at this time.
  5. 5. The FSD is to meet with Building Principals) at least once a month.
  6. (

## **Staffing Schedule G**

Use 180 Service days

To work on the Made to Order Premium Deli (Shared between the HS & MS

The FSMC must compensate all employees at or above the rate of pay specified above

No reduction in position, hours or benefits will be allowed.

### **Holidays**

Employees receive **5** Paid Holidays:

Columbus Day

Veteran's Day

Martin Luther King's Birthday

President's Day

Memorial Day

### **Manager Minimum Qualifications:**

Bachelor of Science- Hotel, Restaurant Management; with focus in Culinary Arts

10 or more years of management experience

5 or more years in School Food Service

10 or more years total food service industry experience

Serve Safe Certification

2017-18 PROJECTED LABOR SCHEDULE

Putnam Valley

STAFF	DAILY HRS	CURRENT 2016-17 HRLY RATE	PROPOSED 2017-2018 HRLY RATE	PROPOSED 2017-2018 HRLY RATE	# OF SERVING DAYS
			=DAYS SEP-DEC	=DAYS JAN-JUN	
<b>School:</b>			70	105	175
1 High School					
2 Cook- KC	7.00	\$ 15.87	\$ 15.87	\$ 16.57	175
3 FSW-VV	5.50	\$ 10.49	\$ 10.49	\$ 11.19	175
4 FSW-SR	6.00	\$ 10.27	\$ 10.27	\$ 10.97	175
5 FSW-JB	5.00	\$ 10.00	\$ 10.00	\$ 10.70	175
6 FSW-DH	5.00	\$ 10.00	\$ 10.00	\$ 10.70	175
7 FSW-DD	4.70	\$ 10.00	\$ 10.00	\$ 10.70	175
8 Clerk-BA	2.00	\$ 10.00	\$ 10.00	\$ 10.70	175
9 KIOSK-fsw-	5.00	\$ 10.00	\$ 10.00	\$ 10.70	175
10 SUB-MB	-	\$ 10.00	\$ 10.40	\$ 11.10	
<b>Subtotal</b>	40.20	\$ 96.63	\$ 97.03	\$ 103.33	
<b>School: Middle</b>			70	108	178
1 Middle School					
2 Cook=BB	4.50	\$ 10.00	\$ 10.00	\$ 10.70	178
3 FSW-PJ	6.00	\$ 10.08	\$ 10.08	\$ 10.78	178
4 FSW-ID	5.00	\$ 10.00	\$ 10.00	\$ 10.70	178
5 FSW-DD	5.00	\$ 10.00	\$ 10.00	\$ 10.70	178
6					
7					
8					
9					
10					
<b>Subtotal</b>	20.50	\$ 40.08	\$ 40.08	\$ 42.88	
<b>School:</b>			70	108	178
1 Elementary School					
2 Cook-IM	4.00	\$ 11.03	\$ 11.03	\$ 11.73	178
3 FSW-AO	5.20	\$ 10.09	\$ 10.09	\$ 10.79	178
4 FSW-LP	5.00	\$ 10.00	\$ 10.00	\$ 10.70	178
5 FSW-LC	5.50	\$ 10.91	\$ 10.91	\$ 11.61	178
6					
<b>Subtotal</b>	19.70	\$ 42.03	\$ 42.03	\$ 44.83	

MANAGER

11 MONTHS

15 DAYS VACATION, 5 PTO DAY:

RATES AND HOURS						
# SICK & PERSONAL DAYS		HOLIDAYS		TOTAL # OF PAID DAYS	TOTAL HOURS FOR PRE/POST OPERATION ASSUMES 1/2 IN SEPT & 1/2 IN JUNE	TRAINING HOURS ASSUMES 1/2 IN SEP-DEC, 1/2 JAN-JUN
SEP-DEC	JAN-JUN	SEP-DEC	JAN-JUN	178		
2	1	3	2	183	14.00	10
2	1	3	2	183	11.00	10
2	1	3	2	183	12.00	10
2	1	3	2	183	10.00	10
2	1	3	2	183	10.00	10
2	1	3	2	183	9.40	10
0	0	0	0	175	4.00	10
0	0	0	0	175	10.00	10
0	0	0	0		-	0
12	6	18	12		80.4	80
2	1	3	2	186	9.00	10
2	1	3	2	186	12.00	10
2	1	3	2	186	10.00	10
2	1	3	2	186	10.00	10
8	4	12	8		41	40
2	1	3	2	186	8.00	10
2	1	3	2	186	10.40	10
2	1	3	2	186	10.00	10
2	1	3	2	186	11.00	10
8	4	12	8		39.4	40

5, 11 HOLIDAYS



FULL YEAR COST						
FULL YEAR REGULAR WAGES	HOLIDAY, PTO, TRAINING	PAYROLL TAXES	MEDICAL & DENTAL (Single, Family)	COMPANY SHARE OF MEDICAL & DENTAL	EMPLOYEE SHARE OF MEDICAL & DENTAL	2017-2018 TOTAL PAYROLL
\$ 19,955.25						
\$ 10,500.88						
\$ 11,224.50						
\$ 9,117.50						
\$ 9,117.50						
\$ 8,570.45						
\$ 3,647.00						
\$ 9,117.50						
\$ -						
\$ 81,250.58		\$ -		\$ -	\$ -	\$ 81,250.58
\$ 8,205.75						
\$ 11,025.00						
\$ 9,117.50						
\$ 9,117.50						
\$ 37,465.75		\$ -		\$ -	\$ -	\$ 37,465.75
\$ 8,015.00						
\$ 9,564.10						
\$ 9,117.50						
\$ 10,905.13						
\$ 37,601.73		\$ -		\$ -	\$ -	\$ -

# Commodity Diversion Summary

5/2/2017 6:17:56 AM



**State:** NY

**Profit Center:** 400759500

**Profit Center Name:** Putnam Valley Schools

**Distributor Warehouse:** Sysco Cincinnati

**School Year:** 2017/18

**PAL for Year:** \$48,786

**PAL to Divert:** \$11,222

**White Meat Ratio:** 100103/A522 - Chicken Chill Lg 50.26% WM

Commodity Code	Raw Commodity To Divert	Manufacturer	Lbs to Divert	Value/Lb	PAL Value	% of PAL Diverted
100103	100103/A522 - Chicken Chill Lg			\$0.87		
		Tyson	8,601		\$7,480	15.33%
			8,601		\$7,480	15.33%
100332	100332/A048 - Tomato Paste for Processing			\$0.41		
		Heinz	310		\$127	0.26%
			310		\$127	0.26%
100420	100420/B303 - Flour Baker Hard Wheat Unbleached			\$0.19		
		J&J Snack Foods	1,020		\$193	0.40%
			1,020		\$193	0.40%
100506	100506/A232 - Potatoes bulk			\$0.08		
		Lamb Weston	16,638		\$1,330	2.73%
			16,638		\$1,330	2.73%
110227	110227/A213 - Dehy Potatoes for processing			\$0.06		
		Basic American	1,050		\$63	0.13%
			1,050		\$63	0.13%
110242	110242/B049 - Cheese Barrel			\$1.69		
		Land O Lakes	1,201		\$2,029	4.16%
			1,201		\$2,029	4.16%

**Putnam Valley Central School District**  
**2017-2018 School Calendar**

September 2017						
S	M	T	W	T	F	S
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

**SEPTEMBER**  
9/1 Superintendent's Conference Day  
9/4 Labor Day  
9/5 Schools Open  
9/21-22 Rosh Hashanah  
Total Days: 17 student  
1 Supt. Conference Day

October 2017						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

**OCTOBER**  
10/9 Columbus Day  
Total Days: 21 student

November 2017						
S	M	T	W	T	F	S
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

**NOVEMBER**  
11/7 Superintendent's Conference Day  
11/10 Veteran's Day Observed  
11/22-24 Thanksgiving Recess  
Total Days: 17 student  
1 Supt. Conference Day

December 2017						
S	M	T	W	T	F	S
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

**DECEMBER**  
12/25-29 Holiday Recess  
Total Days: 16 student

January 2018						
S	M	T	W	T	F	S
1	2	3	4	5	6	
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

**JANUARY**  
1/1 New Year's Day  
1/15 Martin Luther King Day  
Total Days: 21 student

February 2018						
S	M	T	W	T	F	S
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

**FEBRUARY**  
2/19-20 Winter Recess  
Total Days: 18 student

March 2018						
S	M	T	W	T	F	S
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

**MARCH**  
3/9 Superintendent's Conference Day  
3/29-30 Spring Recess  
Total Days: 19 student  
1 Supt. Conference Day

April 2018						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

**APRIL**  
4/2-6 Spring Recess  
Total Days: 16 student



May 2018						
S	M	T	W	T	F	S
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

**MAY**  
5/28 Memorial Day  
Total Days: 22 student

June 2018						
S	M	T	W	T	F	S
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

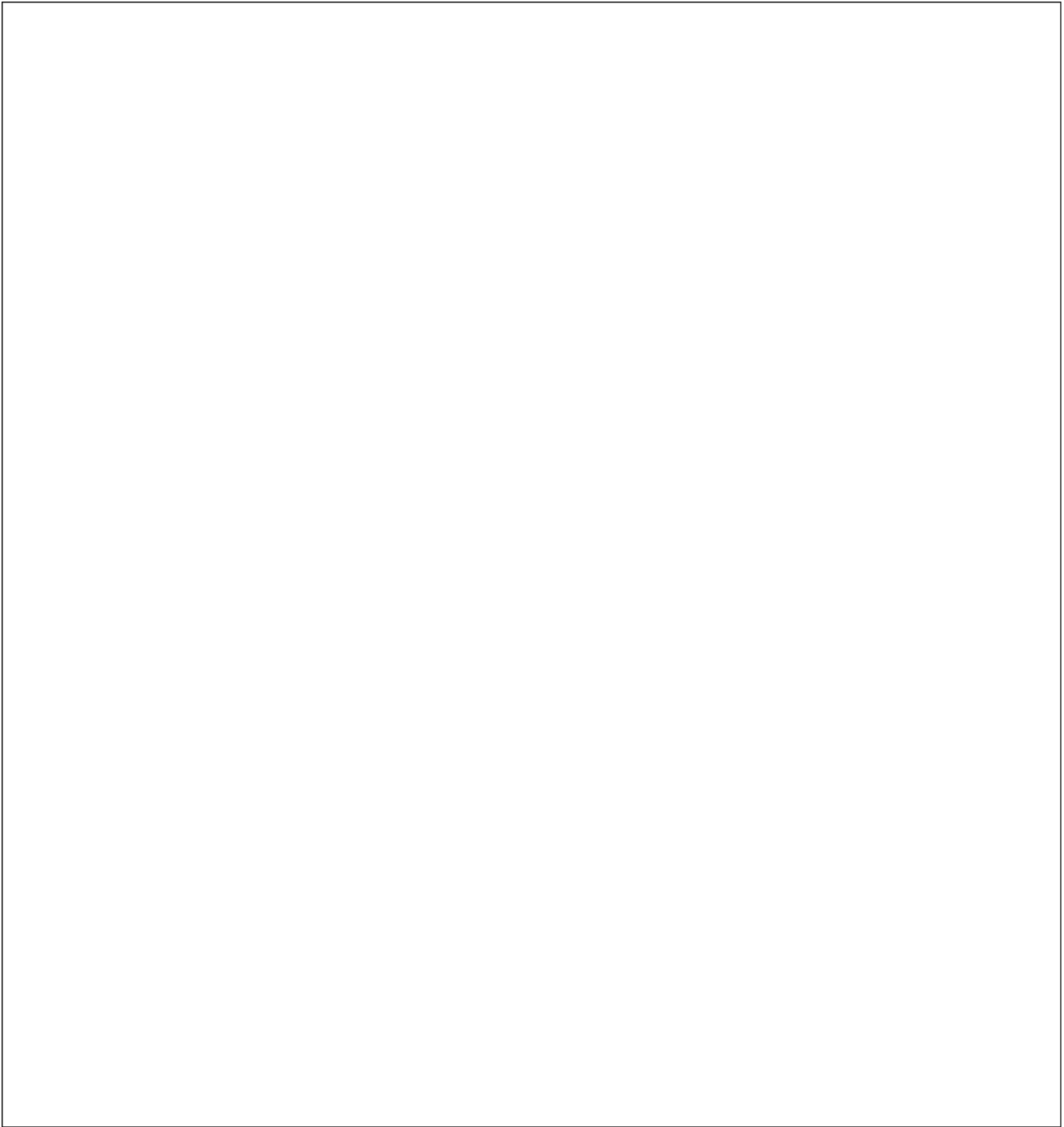
**JUNE**  
6/22 Last Day of School  
Total Days: 16 student

183 Student  
+ 3 Superintendent's Conference Day  
186

 School Closed  
 No Students

**NOTE:**  
Weather make-up days to be taken in the following order: 2/20, 4/6, 4/5, 4/4, 4/3 & 4/2

Adopted: WSBM 03/09/17 Doc. #173/17



## Appendix A

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

**Bid** is a complete and properly signed proposal on the forms provided herein to provide the food service program management services, equipment, supplies or materials required for the sum stipulated therein supported by data called for by the Bidding Documents.

**Bidder** is any individual, company or corporation submitting a bid.

**Bidding Documents** include the Advertisement or "Notice to Bidders" and the documents contained herein. Board is the Governing Board of the SFA.

**Conditions and Specifications** constitute any description in the Bidding Documents of services; materials, supplies, and/or equipment required for the performance of the obligations under the Contract or the circumstances under which such services, materials, supplies, and/or equipment are to be provided.

**Contract or Agreement** is a formal agreement duly executed by the authorized representatives of the SFA and the FSMC which calls for the provision of all services, materials, supplies or equipment by the FSMC in accordance with all Conditions and Specifications in the Bidding Documents, for a price to be paid by the SFA.

**Contractor** means a commercial enterprise, public or nonprofit private organization or individual that enters into a contract with or without a fixed fee.

**End Product** means a finished product containing any amount of donated food that has been commercially processed.

**Food** is defined as and limited to those items purchased for use in the preparation and service of student, a la carte, adult and special event meals as specified. Allowable direct cost of operations is defined as labor, food and miscellaneous expenses. The FSMC Contractor under the Administrative Service Fee will assume all program expenses not otherwise defined in the contract.

**Food Service Management Company (FSMC)** means a commercial enterprise or a nonprofit organization that is or may be contracted with by the SFA to manage any aspect of the school food service in whole or in part. An FSMC is a company that is acting on behalf of a school food authority by actually being in charge of or directing any aspect of the food service, and must meet applicable program requirements.

**Instructions to Bidders** include all "Conditions and Specifications," the bid proposal forms, including any NYSED pre-approved amendments issued prior to the opening of bids, and the "Contract."

**Invitation to Bid (IFB )** means a type of solicitation document used in the competitive sealed bidding, where the primary consideration is cost and the expectation is that competitive bids will be received and an acceptance (award) will be made to the responsive and responsible bidder whose bid is lowest in price. The IFB must be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them with sufficient time to respond prior to the date set for opening the bids. Also, the IFB should describe the minimum standards expected of a responsible bidder in measurable

terms.

**Labor** is defined as and limited to on-site employees responsible for the management, preparation, service, and cleanup of meals. Allowable direct cost of operations is defined as labor, food and miscellaneous expenses. The FSMC Contractor under the Administrative Service Fee will assume all program expenses not otherwise defined in the contract.

**Management Fee** is defined as all costs other than food, labor and miscellaneous as defined herein.

**Miscellaneous Expenses** are defined as paper supplies (including decorations), equipment rental, cleaning materials, commodity handling and warehousing charges, travel as required for effective program management, and as agreed upon by the SFA (\*see below), uniforms, menu paper and printing, taxes and licenses, laundry, insurance, information technology costs associated with the food service operation, and other costs as contractually obligated herein. Miscellaneous Expenses are to be used solely for the purpose of the Child Nutrition Program in which this contract operates. Allowable direct cost of operations is defined as labor, food and miscellaneous expenses. The FSMC Contractor under the Administrative Service Fee will assume all program expenses not otherwise defined in the contract.

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

- Travel as required: Travel of the manager from one building to another in the district. Travel to State sponsored meetings.
- Travel as agreed upon: Travel to special meetings. Travel of regional chef, dietician, etc. if the SFA deems such visits necessary for the efficient operation of the program.

**Nonprofit School Food Service** means all food service operations conducted by the SFA principally for the benefit of school children, all of the revenue from which is used solely for the operation or improvement of such food services.

**Notice to Bidders** is the formal statement issued by the SFA inviting bids on all the services, materials, supplies or equipment described in the Bidding Documents.

**School Food Authority (SFA)** is a public school district, non-public school, residential child care institution, county jail or correctional facility participating in the National School Lunch, School Breakfast or Special Milk program. Successful Bidder is a Bidder to whom an award is made by the Board.

All additional definitions set forth in the Specifications are generally applicable to the Bidding Documents.

## APPENDIX B

### STANDARD CLAUSES FOR ALL NEW YORK STATE SCHOOL FOOD AUTHORITY FOODSERVICE MANAGEMENT COMPANY CONTRACTS

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

1. **Governing Law**—This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
2. **Conflicting Terms**—In case of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix B, the terms of this Appendix B shall control.
3. Contracts shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163). Grantor agencies are permitted to require changes, remedies, changed conditions, access and record retention and suspension of work clauses approved by the Office of Federal Procurement Policy.
4. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
5. **Hold Harmless**—The FSMC shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the intentionally negligent or negligent acts, errors or omissions of its employees providing the services rendered by the FSMC pursuant to this AGREEMENT. The FSMC shall defend and indemnify and hold harmless the SFA and its officers and employees from claims, suits, actions damages and costs of every nature arising out of the intentionally negligent or negligent provision of services pursuant to this AGREEMENT.
6. **Davis-Bacon Act**, as amended (40 U.S.C. 3141-3148). Where applicable, all prime construction contracts in excess of \$2,000 must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the Act, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
7. **The Copeland “Anti-Kickback” Act** (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Where applicable, all contracts must be in compliance with the Copeland “Anti-

Kickback” Act (18 U.S.C 874 as supplemented by Department of Labor regulations (29 CFR Part 3). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

8. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
9. **Criminal Penalties**—Section 104(b) amended section 12(g) of the NSLA (42 U.S.C. 1760(g)) to increase to \$25,000 the maximum fine for embezzling, willfully misapplying, stealing or obtaining by fraud increase to \$25,000 the maximum fine for embezzling, willfully misapplying, stealing or obtaining by fraud funds, assets or property acquired under the NSLA or CNA.
10. **Buy American**—Section 104(d) amended section 12 of the NSLA (42 U.S.C. 1760) to require SFAs participating in the NSLP and SBP to purchase for those programs, to the maximum extent practicable, domestic commodities or products. For purposes of this provision, the term "domestic food commodity or product" means agricultural commodities produced in the U.S. and food products processed in the U.S. substantially using agricultural commodities that are produced in the U.S. (over 51 percent of the processed food comes from American produced products). The FSMC shall certify the percentage of U.S. content in the products supplied to the SFA. The SFA reserves the right to review vendor purchase records to ensure compliance with Buy American provision. The FSMC shall comply with the Buy American provision for contracts that involved the purchase of food as required by Title 7 CFR, part 210.21(d).
11. **Procurement Contracts**—Section 104(e) amended section 12 of the NSLA (42 U.S.C. 1760) to stipulate that, when acquiring goods and services for programs under the Child Nutrition Programs SFAs may contract with persons and companies which have provided specification information to SFA for use in drafting procurement specifications. This provision is intended to encourage program administrators to obtain information from as many sources as possible to assist them in drafting procurement documents. A potential contractor or other interested party may not participate in the procurement process by way of drafting the procurement specifications, procedures or documents, such as requests for proposals, invitations for bids and contracts. This provision is intended to ensure that program operators have sufficient flexibility in contracting matters while maintaining maximum open and free competition.
12. **Food Safety Inspections**—Section 102(c) amended section 9 of the NSLA (42 U.S.C. 1758) by adding subsection (h) to require schools participating in the NSLP or the SBP to obtain food safety inspections conducted by a State or local governmental agency responsible for such inspections at least twice a year if a State or local governmental agency does not otherwise require inspections.



13. **Clean Air Act** (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
14. **Debarment and Suspension** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
15. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must disclose lobbying activities and file the required certification attesting that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Food Service Management Companies who bid for an award exceeding \$100,000 must disclose lobbying activities in connection with school nutrition programs. If no activities occur, the form should not be completed. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. (Only required if money is spent on lobbying activities). A copy of the disclosure form is provided, as Appendix D.
16. **Procurement of recovered materials.** In accordance with 2 CFR § 200.322, a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
17. **Women/Minority owned Businesses.** In accordance with federal and state requirements, the FSMC must take all necessary affirmative steps to assure that minority business enterprises, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce or any state agency responsible for promoting women and minority businesses.

18. **Water**—Plain potable water must be available to students free of charge in the place where lunch meals are served.
19. **Non-program Foods**—SFA must ensure that the overall revenue from non-program food is proportional to the cost of obtaining these foods. If non-program foods are purchased with the non-profit school food service account, all revenue must accrue back to the account.
20. **Outreach Overview**—SFA are required to promote the availability of the breakfast program, if applicable.
21. **Iran Divestment Act of 2012**—The Iran Divestment Act of 2012 (“ACT”), Chapter 1 of the 2012 Laws of New York, added State Finance Law (SFL), 165-a and General Municipal Law 103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services (“OGS”) developed a list (“Prohibited Entities List”) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). In accordance with SFL 165-a(3), the Prohibited Entities list may be found on the OGS website at:  
<http://www.ogs.ny.gov/about/regs/docs/listofentities.pdf>.

SFAs reserve the right to reject any bid, proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after a contract award.

22. **Gifts from FSMC**—The SFAs or SFAs officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from FSMC or potential FSMC. To the extent permissible under State law, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards either by the SFA or SFAs officers, employees, or agents or by the FSMC or their agents.
23. **Conflict of Interest**—If the FSMC is aware of any prohibited conflict of interest, real or apparent, and knows the conflict has gone unreported, the contract may be void under applicable federal, State or local laws.
24. Any silence, absence, or omission from the Agreement concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials (food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.
25. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

(3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

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## Non-Collusive Bidding Certification Form **PART OF BID**

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

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

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*Name of Bidder/Company*

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

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

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*Print Name*

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*Date*

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*Email Address*

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