

WESTBOROUGH PUBLIC SCHOOLS



REQUEST FOR PROPOSALS

OPERATION AND MANAGEMENT OF THE SCHOOL FOOD SERVICE PROGRAM

July 1, 2019 - June 30, 2020

Contact

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This Request For Proposal (RFP) invites firm specifications and price proposals for consideration by the Westborough Public School District for the **OPERATION AND MANAGEMENT OF THE SCHOOL FOOD SERVICE PROGRAM**. Bid opening will be June 11, 2019. Sealed proposals must be prepared in strict accordance with the instructions and requirements contained in this RFP, and must be submitted to the Director of Finance and Administration's Office on or before 10:00 a.m. on June 11, 2019. A mandatory site visit is scheduled starting at 2:00 p.m. on May 6, 2019 at each school.

If it becomes necessary to revise any part of the RFP or otherwise provide additional information, an addendum will be issued to all addresses that received copies of this original request.

Any request for further information should be directed via email, June 4, 2019 to:

Paige Thomas, Assistant Business Manager
Westborough Public Schools
thomasp@westboroughk12.org

All questions will be answered in writing and provided to all vendors in the form of addenda. Vendors will communicate with listed district representative. Any vendor communicating with School Committee members will be disqualified from bid process.

Two copies of the proposals must be submitted in two separate envelopes clearly marked (1) Technical Proposal and (2) Cost Proposal and placed in a larger sealed envelope entitled "Westborough Public School District Food Services Program Proposal." The completed proposals must be submitted to the Director of Finance and Administration's Office on or before 10:00 a.m. on June 11, 2019.

The Westborough Public School District reserves the right to waive any informality or irregularities or to reject any and all proposals, and to make an award in any manner consistent with the law and deemed to be in its best interest.

The Westborough Public School District is an Equal Opportunity-Affirmative Action Employer.

Background of Requestor

Westborough Public Schools, MA (hereinafter referred to as the System) administers the U.S. Department of Agriculture's Child Nutrition Programs for the Town of Westborough, MA. The company issuing the proposal, under these specifications, will be hereinafter referred to as the Food Service Management Company (FSMC). The contract will be between the FSMC and System.

The Nutrition Services Section of the Massachusetts Department of Elementary and Secondary Education (DESE) administers Child Nutrition Programs at the State level. Federal regulations require the aforementioned contract to be approved by DESE prior to implementation.

Participation in Farm to Schools, Fresh Fruit and Vegetable Programs, and other progressive nutrition programs are required. Completing and/or participating in grant applications to further promote and enhance the program are also encouraged.

It is the expectation of the district that the FSMC has a significant role in documenting and providing a capital plan for the school district. Therefore, it is a requirement of the System that the FSMC participate in the Town of Westborough Capital Expenditure Committee Capital Plan process annually, by providing the district with a five-year and ten-year capital plan for maintaining our food service facilities. The condition of our facilities is a priority and requires a partnership in order to be maintained and be available to produce a high quality program.

In addition, the district will be updating school safety plans as it relates to food service operations and our kitchens.

Proposers must take due care to not disrupt the progress made toward customers accepting the existing nutrition guidelines. Proposers will be held accountable to agreeing to a “break-even” contract. The System will not be responsible for poor management performance. Allowances will be available for Catastrophes if the System is notified in a timely manner as they occur and affect the program. Further details regarding the rights and duties of the System and the FSMC are included with this RFP.

1. PURPOSE

The purpose of this solicitation is to provide for the operation and management of the Systems’ food service program. The FSMC will assume responsibility for the efficient management of the program specified below and further in this RFP. This solicitation includes, but not limited to, the following purpose:

- | | |
|--------------------------------------|----------------------------------------------------------|
| • Purchasing | • Preparation of Meals |
| • Ordering | • Service of Meals |
| • Receiving | • Housekeeping/Sanitation |
| • Inventory Management | • Special Functions |
| • Processing of Invoices | • Menu Development |
| • Payment of Vendors | • Compliance with Federal/State Regulations |
| • Maintenance of Records | • Active Involvement with a Health
Advisory Committee |
| • Supervising Personnel | • Training/Development Personnel |
| • Full Operation during Construction | |

The current Food Service staff will remain employees of the Westborough Public Schools.

Westborough Public Schools is requiring that the FSMC have extensive experience in management and operations in education services, a documented detailed plan of services including an implementation plan with any recommendations for improvement. The School Food Service Program will be designed to be self-sustaining and will incur no cost to Westborough Public Schools.

Permission to distribute the RFP in any form (paper or electronic) for any purpose other than to respond to this RFP by a FSMC is not granted without the knowledge of the System. The FSMC may not use this document to provide procurement guidance to other clients. This RFP is written specifically to meet the operational needs of Westborough Public School district.

2. PRE-BID SITE VISIT

A **mandatory** pre-bid site visit will take place on **May 6, 2019** beginning at 2:00 p.m., at each school. It is the responsibility of the Proposers to visit each school site to personally examine the job sites where work under the proposal document is to be performed. It is also the responsibility of the Proposer to obtain the signature of each School Official. 'Proof Of Visitation' form is included in RFP.

The School locations are as follows:

Armstrong Elementary - 18 Fisher Street
Annie Fales Elementary - 50 Eli Whitney Street
Hastings Elementary - 111 East Main Street
Mill Pond Elementary - 6 Olde Hickory Path
Gibbons Middle - 20 Fisher Street
Westborough High - 90 West Main

3. SUBMISSION OF PROPOSALS

- A. Proposals shall be submitted on the forms provided by the System.
- B. Clarification or interpretation must be made in writing via email submission to the Director of Finance and Administration at least 1 week prior to submission of a proposal. Questions are due June 4, 2019 via email at thomasp@westboroughk12.org. All responses will be shared with all bidders. Communication may only be made through the district contact. If a vendor contacts someone other than the district contact, they may become disqualified.
- C. Sealed "PRICE" and "NON-PRICE" proposals shall be submitted separately. Each FSMC shall submit two (2) copies of their "NON-PRICE" and one (1) copy of their "PRICE" proposal. Each proposal shall be clearly identified.

Each envelop must be marked as follows:

"Price Proposals For RFP Operation and Management of the Food Service Program"

Or

"Non-Price Proposal For RFP Operation and Management of the Food Service Program"

Westborough Public Schools is requiring the Non-Price Proposal be submitted bound or in a binder with tabs indicating which exhibit letter the information being provided corresponds to in FSMC's proposal submission. Refer to section 31 titled, "PROPOSAL FORMAT" of this RFP.

- D. A CD or thumb drive with copy of bid submission is required.**
- E. Price and Non-Price Proposals must be signed as follows:**
- **If the proposer is an individual**, by her/him personally;
 - **If the proposer is a partnership**, by the name of the partnership, followed by the signature of each general partner; and
 - **If the proposer is a corporation**, by the name of the corporation, followed by the signature of an authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation with the corporate seal affixed.
- F. Unforeseeable deterrents** – If, at the time of the scheduled proposal submission date, Westborough Public Schools are closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the proposal due date will be postponed until 10:00AM on the next normal business day.
- G. A Proposer may correct, modify, or withdraw a proposal by written notice received by Westborough Public Schools no later than the close of business at 4:00 p.m. on the day before the bid opening. Proposal modifications must be submitted in a sealed envelope clearly labeled "RFP Operation and Management of the Food Service Program, Modification No. ____." Each modification must be numbered in sequence, must reference the original RFP, and must be signed by the same person who signed the Non-Price and Price proposals or a surrogate so authorized in writing.**
- H. The proposer shall be required to provide proof of registration with the Massachusetts Department of Elementary and Secondary Education (DESE) , Certification Regarding Lobbying Activities pursuant to 7 CFR Part 3018, and a Disclosure of Lobbying Activities pursuant to 7 CFR Part 3018. As part of the registration, DESE will confirm that the FSMC's principals are not disbarred, suspended or disqualified from participation in the USDA Child Nutrition Programs as identified on the Excluded Parties List System. The proposer awarded the contract must annually meet these registration requirements.**

4. ADDENDA

All addenda issued by Westborough Public Schools will be emailed to all parties that have requested bid documents from Westborough Public Schools. The absence of "failure" messages electronically transmitted from addressee's site will serve as confirmation of delivery of addenda. Proposers should contact Paige Thomas, Assistant Business Manager, via email thomasp@westboroughk12.org or phone if they believe an

addendum has not been received. Addenda will also be posted to the Westborough Public Schools website <http://www.westboroughk12.org/>. It is the responsibility of the Proposer to periodically search the website for addenda any time before the RFP is due.

5. REJECTION OF PROPOSALS

The System will consider non-responsive any proposal not prepared and submitted in accordance with the provisions hereof and may reject any or all proposals or waive any informalities as it may deem best for the interest of the System. Any proposal received after the time and date specified will not be considered.

6. ACCEPTANCE OF PROPOSALS AND AWARDS

The RFP issued by the Westborough Public Schools is to secure the provision of goods and services from the most qualified responsive and responsible FSMC for the Operation and Management of the Food Service Program for Westborough Public Schools. The Chief Procurement Official has determined that in order to select the most advantageous proposal, comparative judgements of technical factors in addition to price using an RFP is necessary.

It is the intent of the System to accept the proposal that will best promote the public interest and is most advantageous to the System. The minimum and comparative criteria attached hereto will be used in evaluating all proposals.

The FSMC must submit with their proposals information regarding said criteria.

In the event of a tie, the Westborough Public Schools will flip a coin assigning "heads" to the Proposer whose company name is alphabetically first.

7. BONDS AND INSURANCE

The FSMC shall procure and maintain, as a direct cost of operation, a general liability policy, including products liability, in the amounts of at least \$1,000,000 for each accident provided by insurance companies authorized to do business in the Commonwealth of Massachusetts. A Certificate of Insurance indicating these amounts must be submitted with the proposal.

8. PERFORMANCE SECURITY AND INSURANCE

The FSMC shall be required to:

- A. Submit with the proposal an assurance by a surety authorized to conduct business within the Commonwealth of Massachusetts and listed in the most recent U.S. department of the Treasury Circular 570. that, if selected as the successful FSMC and upon award of the contract, a Performance Bond will be issued in the amount

of twenty five percent (25%) of the yearly amount of the contract in a form acceptable to the system.

- B.** Insurance policies, bid bonds and assurances must be issued by firms with at least a Best's Insurance Reports rating of A to A- (excellent).
- C.** The FSMC shall submit the performance security to the System within ten (10) days of notification of award of program operations. Such performance security shall be maintained for the term of the contract.
- D.** The performance bond for the second, third, fourth, and fifth year (if the contract is extended) must be presented in July of 2020, 2021, 2022, 2023.
- E.** The System shall be named an additional insured on all required insurance policies.
- F.** The contract for insurance shall provide for notice to the System of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.
- G.** The FSMC shall provide a Certificate of Insurance for all required policies within ten (10) days of award.

9. FSMC RESPONSIBILITY

The FSMC must examine all kitchens, cafeterias, receiving and storage areas where services are to be provided. Verification of such visits is required. The Proof of Visitation form enclosed must be completed and included with the proposal. (Please see the date and time of the mandatory pre-bid conference below.)

10. PRICES and # SERVING DAYS

The prices charged for the 2019-2020 school year are as follows:

Westborough SY 2019-2020	
PATTERNED MEAL	PRICE
Elementary Lunch Price	\$3.00
Elementary Breakfast Price	\$1.50
Middle School Lunch Price	\$3.25
Middle School Breakfast Price	N/A
High School Lunch Price	\$3.25
High School Breakfast Price	N/A
Adult/ Teacher Lunch Price	\$4.54
Adult/ Teacher Lunch Price	\$4.28
Milk	\$0.50

These prices may be changed upon mutual agreement of the System and the FSMC.	
Meal Service Days:	
Elementary Level	171
Middle School	173
High School	173

11. CALENDAR AND PROJECTED ENROLLMENTS

A copy of the School Committee approved School Calendar for the 2019-2020 school year is Appendix A.

A copy of the estimated Enrollment for the 2019-2020 school year is Appendix B.

12. MENU CYCLE

The FSMC will submit with the proposal a twenty-one (21) day cycle menu for the High School, Middle School and Elementary Schools. The FSMC must adhere to this cycle for the first twenty-one (21) days of meal service; thereafter, changes may be made with the mutual agreement of the System and the FSMC. However, the menu standard, as presented in the first twenty-one (21) day menu must be maintained as to type and quality of meal service.

The Daily Menu must meet the current Federal guidelines for the National School Lunch Program (NSLP).

13. PURCHASE SPECIFICATIONS

The grade, purchase unit, style, weight, ingredients, formulation, etc., as set forth by the System, shall be complied with by the FSMC.

All menus must comply with the meal pattern requirements established by the Healthy, Hunger Free Kids Act of 2010 and that the purchase of food complies with the Buy American Provision, 7 CFR Part 210.21 (d)/FNS Policy Memo SP 24-2016.

All A La Carte selections must comply with the Massachusetts School Nutrition Standards for Competitive Foods and Beverages

14. SPECIAL AND GENERAL CONDITIONS

- A. Proposals will be received as stated on the cover sheet, for the privilege and right to manage the Food Service Program at all System schools and facilities. In providing management services for System's Food Service Operation, FSMC shall comply with the applicable provisions of the National School Lunch Act, as

amended, and the United States Department of Agriculture ("USDA") regulations set forth in 7 CFR 210.

- B.** The System shall furnish all necessary Capital Equipment to operate the Food Service Program. At the time of contract signing, an itemized inventory of all items furnished by the System, including miscellaneous kitchen items will be certified by representatives of both parties.
- C.** No alterations, changes, or improvements shall be made to the areas granted to the FSMC without obtaining prior written permission of the System.
- D.** The System shall be responsible for repairs to all equipment, permanent fixtures such as faucets, lights, sewers, air conditioning, heating, electrical and all other work related or not directly related to a specific piece of food service equipment.
- E.** The FSMC shall be responsible for the normal and routine cleaning for the food service program.
- F.** Upon termination of the contract, the FSMC will surrender to the System all equipment and furnishings located in the food services facilities and/or as listed on the certified inventory list of all System owned property (both capital and/or expendable). Such property and equipment, or its equal quality replacement, must be returned to the System in the same good order and condition as when received by the FSMC, reasonable wear and tear, damage from fire, and other hazards alone accepted.
- G.** The FSMC will provide the System with a planned equipment upgrade for budget purposes in the month of September preceding the start of the System's next fiscal year.
- H.** The System will pay vendors directly for all maintenance and repairs of equipment owned by the System or purchased on behalf of the System by the FSMC.
- I.** The System shall have unlimited access to all areas used by the FSMC for purposes of monitoring the food service operation. The System shall make periodic announced and/or unannounced on-site visits, inspections, and audits.
- J.** The FSMC shall adhere to all applicable Pure Food Laws, and all related regulations prescribed by local, state or federal governments and the FSMC will comply with the rules and regulations as established by the System and with State and/or County laws, etc., covering and controlling food services at the facilities.
- K.** The FSMC shall have the sole responsibility to compensate its employees, including all applicable taxes and insurances and shall be solely responsible for any losses incurred by the System, resulting from dishonest, fraudulent or

negligent acts on the part of its employees or agents. All FSMC employees shall comply with all rules of the System for cleanliness and courtesy.

- L.** The FSMC shall be solely responsible for the purchase and payment of all foods, beverages and supplies necessary for the operation of the food service program.
- M.** The FSMC must certify in writing when submitting and signing this proposal/bid that FSMC acknowledges and certifies the company complies with the Buy American provision, 7 CFR Part 210.21 (d)/FNS Policy Memo SP 24-2016, that the food delivered is of domestic origin or the product is substantially produced in the United States. For these purposes, substantially means over 51 percent of the processed food is from American-produced products. If the bidder is unable to certify compliance with the Buy American provision, the FSMC must state this in his/her response and provide an explanation as to why it cannot certify compliance.
- N.** The FSMC must certify in writing when submitting and signing this proposal/bid that FSMC acknowledges and certifies the company complies with the provision 7 CFR 210.21(e) and will not directly or indirectly restrict the sale or marketing of fluid milk at any time or in any place on school premises or at any school-sponsored event for all procurements.
- O.** The FSMC shall declare the use of vendor rebates, bill-backs, volume discounts and credits in all Profit and Loss Statements.
- P.** All activities that would constitute a violation of Mass. General Laws, Ch. 268A are prohibited.
- Q.** The FSMC will provide the System with Monthly Statements of Financial Status, Student and Adult Participation, and Federal and State Reimbursement.
- R.** The FSMC shall provide the System with a detailed policy of how the FSMC will notify Parents and Staff of meal offerings.
- S.** The FSMC will also detail what practices and procedures will be implemented to provide Students and Staff with meals in cases where there is a documented and medically confirmed allergy to a particular food or group of foods.
- T.** The FSMC shall maintain records at the System to support the System's Claims for Reimbursement and all allowable expenses appearing on the monthly statement. These records shall be kept in an orderly fashion according to expense categories. The FSMC shall comply with the USDA Final Rule on Procurement published 10/31/07 to include required language for cost-reimbursable FSMC contracts. The Procurement Rule requires the FSMC to subtract rebates, discounts and other credits received by the FSMC from the allowable costs charged to the System. These credits must appear on the monthly billing

statement. Aforementioned monthly statements must be delivered to System promptly at the end of each month and must be available to the System immediately upon request.

- U. In addition, if the FSMC charges the System for costs that are not allowable as defined in OMB Circular A-87, they must be specified separately on the monthly billing statement and the System must pay for these costs from non-food service funds. If no allowable costs are charged by the FSMC, the contractor must so certify on the monthly billing statement.
- V. Neither party shall assign its rights under this contract without the express written consent of the other party. Notwithstanding the foregoing, such consent shall not be required in the event such assignment is to be made to an affiliate or wholly owned subsidiary of the assigning party.
- W. Each party shall indemnify, defend, and hold harmless the other from any and all losses, damages, or expenses, including reasonable attorneys' fees, arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage, or other injury or damage if caused by any negligent act or omission or breach of such party (except to the extent caused by the negligent act or omission or breach of the other party, its employees, or agents).

15. SCOPE AND PURPOSE

- A. The System shall be responsible for the cost of the Food Service Program as indicated in the Request for Proposals and entitled to all receipts.
- B. The FSMC shall receive for its services an Administrative/Service Fee.
- C. All net income accruing to the System from the Food Service Program shall remain in the program.
- D. The FSMC shall be an independent contractor and not an employee of the System nor are the employees of the FSMC employees of the System.
- E. The FSMC, as independent contractor, shall have the exclusive right to operate the school lunch program and/or breakfast program and/or special milk program. The System will assist in promoting the use of the FSMC's services beyond breakfast and lunch in order to improve the financial solvency of the System's Food Service Program.
- F. The food service provided shall be operated and maintained as a benefit to the System's students, faculty and staff and not as a source of profit to the FSMC.
- G. The System shall be legally responsible for the quality and conduct of the Food Service Program, prices charged to the students for meals, and shall supervise the

food service operations in such a manner as will ensure compliance with the rules and regulations of the State Department of Education and the United States Department of Agriculture.

- H. The FSMC shall promote nutrition-health education as required by the local, County, State, or Federal Governments.
- I. The FSMC shall comply with the rules and regulations of the Department of Education and the United States Department of Agriculture, and any additions or amendments thereto.

16. FREE AND REDUCED MEAL POLICY

- A. The written policy of the System requiring service of meals to children in need, free or at reduced price, shall apply to the FSMC's Food Service Operation. The policy is on file in the System office.
- B. The System, in cooperation with the FSMC, shall be responsible for the implementation of this policy.
- C. The System retains signature authority on the state agency school Food Authority Agreement, Free and Reduced Price policy statement and claims.
- D. Meals shall be served and proper accurate pupil participation records shall be maintained by the FSMC, and submitted monthly to the School Administration.

17. MEALS

- A. The FSMC shall serve reimbursable menu pattern meals pursuant to the National School Lunch Program in addition to a System approved A La Carte program.
- B. The FSMC may offer a choice of reimbursable menu pattern meals, subject to approval of the System.
- C. The FSMC shall promote maximum participation in the Child Nutrition Programs.
- D. The FSMC shall purchase condiments and utensils as needed for the program.
- E. The FSMC shall use the System facilities for the preparation of food to be served.
- F. All A La Carte items and prices shall be established by the System based on the recommendation of the FSMC.
- G. The FSMC shall sell on the premise only those foods and beverages authorized by the System and only at the times and places designated by the System.

- H. Neither the System nor the FSMC shall authorize the sale or service of non-competitive foods pursuant to the program regulations as defined by local, state, or federal governments.
- I The FSMC shall work with the System's Wellness Committee to design menu offerings that are low in fat content, nutritious, and promote participation in the school lunch program.

18. **MENUS**

- A. The FSMC shall provide cycle menus for distribution ten days (10) prior to the preparation and service of foods.
- B. The FSMC shall not sell or dispense or include in any of its services, any of the following: alcoholic beverages, tobacco products, foods disallowed by the U.S.D.A. and any other food item deemed inappropriate by the System.

19. **FEDERALLY DONATED COMMODITIES**

Additional Language Required as a result of the Final Rule effective November 6, 2008, 7 CFR 250 Management of Donated Foods in Child Nutrition Programs, The Nutrition Services Incentive Program, and Charitable Institutions to the RFP soliciting FSMC to Operate the Food Service Program

a. Contract Requirements and Procurement

- i. All donated foods received for use by the recipient agency for the school year covered by the contract shall be used in the recipient agency's food service.
- ii. The FSMC will provide the following services in relation to commodity foods:
 - 1. Preparing and serving meals
 - 2. Ordering or selection of donated foods, in coordination with the recipient agency in accordance with 7 CFR 250.52
 - 3. Storage and inventory management of donated foods in accordance with 7 CFR 250.52
 - 4. Payment of processing fees and or submittal of refund requests to a processor on behalf of the recipient agency, or remittance of refunds for the value of donated foods in processed end products to the recipient agency, in accordance with subpart C of 7 CFR 250

b. Crediting for, and use of, donated foods

- i. The FSMC must credit the recipient agency for the value of all donated foods received for use in the recipient agency's meals service in a school year (including both entitlement and bonus foods).
 - 1. Including the value of donated foods contained in processed end products if the FSMC's contract requires the FSMC to procure processed end products on behalf of the recipient agency; or act as an intermediary in passing the donated food value in processed end products on to the recipient agency.
 - ii. The FSMC will credit for donated foods by disclosure, i.e., the FSMC credits the recipient agency for the value of donated foods by disclosing, in its billing for food costs submitted to the recipient agency, the savings resulting from the receipt of donated foods for the billing period. Crediting by disclosure does not affect the requirement that the FSMC shall only bill the recipient agency for net allowable costs.
 - 1. The FSMC shall use the USDA's November 15th list of commodity food values to report the value of donated foods in its disclosure of the value of donated foods to the recipient agency on its billing documents
 - iii. All donated foods (this includes but is not limited to ground beef, ground pork, and all processed end products) shall be used in the recipient agency food service.
- c. Storage and inventory management of donated foods
- i. The FSMC must meet the general requirements in 7 CFR 250.14(b) for the storage and inventory management of donated foods. Additionally, the FSMC must ensure that its system of inventory management does not result in the recipient agency being charged for donated foods.
 - ii. If the contract terminates, and is not extended or renewed, the FSMC must return all unused donated foods, including but not limited to ground beef, ground pork, and processed end products to the recipient agency.
 - iii. The recipient agency must ensure that the FSMC has credited it for the value of all donated foods received for use in the recipient agency's meal service in the school year. The FSMC shall cooperate in this endeavor.
- d. Required contract provisions that must also be included in the request for proposal
- i. A statement that the FSMC must credit the recipient agency for the value of all donated foods received for use in the recipient agency's meal service in the school year, and including the value of donated foods contained in

processed end products, in accordance with the contingencies in 7 CFR 250.51(a).

- ii. The method used to credit the recipient agency for donated foods shall be crediting by disclosure, which will occur on billing documents submitted each month.
 - iii. The FSMC shall use the USDA's November 15th list of commodity food values to report the value of donated foods in its disclosure of the value of donated foods to the recipient agency on its billing documents.
 - iv. The FSMC will ensure compliance with the requirements of subpart C of 7 CFR part 250 and with the provisions of the distributing and or recipient agencies' processing agreements in the procurement of processed end products on behalf of the recipient agency, and will ensure crediting of the recipient agency for the value of donated foods contained in such end products at the processing agreement value.
 - v. The FSMC will ensure the recipient agency that the FSMC will not itself enter into the processing agreement with the processor required in subpart C of 7 CFR 250.
 - vi. The distributing agency, sub distributing agency, or recipient agency, the Comptroller General, 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 donated foods.
 - vii. The FSMC shall maintain records to document its compliance with 7 CFR 250.54(b).
 - viii. Extensions or renewals of the contract, if applicable, are contingent upon fulfillment of all contract provisions relating to donated foods.
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- A.** Any federally donated commodities received by the System and made available to the FSMC shall accrue only to the benefit of the System's non-profit school food service program and shall be used therein.
 - B.** The FSMC shall have records available to substantiate the use of federally donated commodities in reimbursable meal pattern lunches.
 - C.** The FSMC shall select, accept, and use in as large quantities as may be efficiently used in the System's non-profit school service, the type and quantities of available federally donated commodities, subject to the approval of the System.

- D. The FSMC shall be responsible for transportation and storage charges for federally donated commodities, if any. This will be added as a cost of operation.
- E. The FSMC shall account for and store all federally donated commodities separately from purchased commodities.
- F. Title of products purchased or processed using federally donated commodities must remain with the System. Any charges incurred by the FSMC when processing or purchasing products containing government commodities shall be paid by the FSMC and charged back to the System as a food cost. This will require a manufacturer's proof of pricing.

20. PURCHASES

- A. The FSMC shall purchase all food and non-food commodities at the lowest price possible, consistent with maintaining quality standards.
- B. Title to all items/products purchased by the FSMC shall remain with the System.
- 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 any existing contracts if advantageous to the System.

21. USE OF FACILITIES

- A. The System shall furnish, at its expense, space, light, heat, power, hot and cold water, and other utilities as are necessary for the operation of the food services to be furnished hereunder.
- B. The System shall make available without cost to the FSMC areas of the premises agreeable to both parties in which the FSMC shall render its services; such area or areas reasonably necessary for providing efficient food service, including suitable office space.
- C. The System may request of the FSMC additional food service programs. However, the System reserves the right, at its sole discretion, to sell or dispense any food or beverage before or after the System's regularly scheduled lunch or breakfast periods, provided such use does not interfere with the operations of the School Lunch and/or Breakfast and/or Special Milk Programs. The System will assist in promoting the use of the FSMC's services beyond breakfast and lunch in order to improve the financial solvency of the System's Food Service Program.
- D. If the System uses the facilities for extracurricular activities before or after the System regularly scheduled meal periods, the System shall return these facilities

and equipment to the FSMC in the same condition as received, normal wear and tear accepted.

- E. If the FSMC uses the facilities for extracurricular activities before or after the System regularly scheduled meal periods, the contract provisions for the AFSCM School Lunch Employees Union must be adhered to, if applicable.

22. INVENTORY, EQUIPMENT, STORAGE

- A. The FSMC shall maintain the inventory of paper goods, silverware, chinaware, glassware, kitchen utensils and other expendable operating items necessary for the Food Service Operation.
- B. The FSMC shall maintain adequate storage practices, inventory and control of federally donated foods in conformance with the rules, regulations, and procedures of the U.S.D.A.
- C. The FSMC shall provide locks for food storage areas under its direct supervision. Keys to those locks shall be provided by the FSMC to the System.
- D. The System shall furnish and install, in conjunction with the FSMC, any equipment or make any structural changes needed to comply with Federal, State and local laws.
- E. All food preparation and serving equipment owned by the System shall remain on the premises of the System.
- F. The System shall not be responsible for loss or damage to equipment owned by the FSMC and located on the System's premises, unless such loss or damage is caused as the result of the negligent act or omission of System.
- G. The FSMC shall notify the System of any equipment belonging to the FSMC on the System's premises within ten (10) days of its placement.
- H. The System shall provide any and all vehicles required for the operation of the program. The System shall be responsible for the operating costs (gas, oil, maintenance, insurance, registration, etc. for said vehicle(s)

23. SANITATION

- A. The FSMC shall oversee the placement of garbage and trash in designated areas.
- B. The System shall contract for the removal of all garbage and trash from the designated areas.

- C.** The FSMC shall oversee the routine cleaning of the kitchen area, including but not limited to freezers, refrigerators, stoves, sinks, counters, (sweeping) floors, tables, chairs, silverware and utensils.
- D.** 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 System and comply with all applicable laws, ordinances, regulations and rules of Federal, State and local authorities.
- E.** The System shall be responsible for cleaning of ducts and hoods above the filter line and will provide extermination services as needed.
- F.** The FSMC shall comply with all local and State sanitation requirements in the preparation of food.
- G.** The System shall be responsible for the cleaning of all tables and chairs in the dining areas.
- H.** The FSMC shall assure the System that all schools will have at least one “**Serv-Safe**” certified food service employee at each site during normal operations. Certification costs will be a cost of operations.

24. EMPLOYEES

The FSMC shall be responsible for their employees, and the System will be responsible for their employees, in cooperation with the FSMC.

- A.** The FSMC shall comply with all wage and hours of employment requirements of Federal and State Laws for any employees it may hire.
- B.** All employees of the FSMC shall be paid in accordance with the Fair Labor Standard Act as amended and any other applicable statutes.
- C.** The FSMC shall comply with Title VI of the Civil Rights Act of 1964 and the implementing regulations of the United States Department of Agriculture issued there under and any additions or amendments thereto.
- D.** The FSMC shall provide Workman's Compensation for its employees.
- E.** The FSMC shall instruct its employees to abide by the policies, rules and regulations, with respect to use of System premises as established by System from time to time and which are furnished in writing to the FSMC.
- F.** The FSMC shall maintain its own fringe benefits for its employees, subject to review by the System.

- G.** The FSMC shall provide the System with a list of its personnel policies and practices.
- H.** The System may request in writing the removal of an employee of the FSMC who violates health requirements or conducts himself/herself in a manner that is detrimental to the physical, mental, or moral well being of students and/or staff of the System. Such removal shall not be in violation of any applicable local, state, or federal laws, rules, or regulations.
- I.** Staffing patterns shall be determined by the FSMC after consultation and approval of the System.
- J.** The FSMC shall provide the System with a schedule of employees, positions, assigned locations and scheduled hours, two full calendar weeks prior to the commencement of operation and upon assignment of new personnel or the re-assignment of existing staff.
- K.** The System shall provide sanitary toilet facilities for the employees of the FSMC.
- L.** All personnel assigned to each school shall be instructed by the System on the use of all emergency valves, switches and fire and safety devices in the kitchen and cafeteria areas.
- M.** If applicable, the System will maintain an adequate staff of service personnel at all schools. This will include the use of substitute personnel when and where necessary.
- N.** The System will conduct criminal reference checks (CORI) and Fingerprint Identification Services (SAFIS) on all its food service personnel. All personnel employed by the FSMC will have an approved criminal reference and fingerprint check performed by the System.
- O.** The FSMC must provide a complete description, as well as all related employee costs, for all FSMC employee benefits that will be provided.
- P.** The School Director of Finance and Administration for the System is the primary contact with the FSMC for personnel changes and/or issues related to the Food Service Program.

25. EMERGENCY CLOSING

The System shall notify the FSMC of any prolonged interruption in utilities of which it has knowledge.

26. LICENSES, FEES, TAXES

- A. The System shall provide an estimate of costs to the FSMC who shall be responsible for paying, as a cost of operation, all applicable taxes and fees, including but not limited to sales tax, state and local income taxes, payroll and withholding taxes.
- B. The FSMC shall obtain and post all applicable health permits for the System's facilities.
- C. The FSMC shall comply with all health and safety regulations required by Federal, State or local laws.
- D. The FSMC shall comply with all building rules and regulations.
- E. The FSMC shall have State or local health certification for any facility outside the System in which it proposes to prepare meals and the FSMC shall maintain this health certification for the duration of the contract.
- F. The FSMC shall certify under penalty of perjury that it has complied with all laws of the Commonwealth relating to taxes pursuant to G.L. C62C, S49A.

27. INCOME REIMBURSEMENT

- A. The FSMC shall receive all income from the program(s) and deposit it into the System's School Lunch Program Fund accounts.
- B. 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.

28. FINANCIAL ACCOUNTING, BOOKS, AND RECORDS

- A. The FSMC shall bill the System at the close of each month for the estimated direct costs of operating the Food Service Program.
- B. The System shall make payment within twenty (20) days to the FSMC for the direct costs of operation plus management fee, after the submission of an invoice by FSMC.
- C. The FSMC shall maintain such records (supported by invoices, receipts, or other evidence) as the System will need to meet monthly reporting responsibilities. FSMC must submit monthly operating statements no later than the fifteenth (15) calendar day succeeding the month in which services were rendered; participation records no later than ten (10) working days succeeding the month in which services were rendered.

- D. The FSMC shall maintain records to support all allowable expenses appearing on the monthly operating statement in an orderly fashion according to expense categories.
- F. The FSMC shall provide the System with annual and monthly statements.
- G. The System will audit food, labor and other large expense items monthly as well as perform random audits on smaller expense categories.
- H. The FSMC shall provide the System with an annual Operations report as part of its end of the fiscal year close out.
- I. Books, records, and other documentation of the FSMC pertaining to the school Food Service Operations shall be available to the System for a period of three (3) years from the end of the fiscal year to which they pertain, for inspection and audit by either State or Federal representatives and/or auditors.
- J. No payment shall be made for meals that are spoiled or unwholesome at time of delivery, or do not meet the detailed specifications for each food component in the meal pattern, or do not otherwise meet the requirements of the contract. System shall provide notice to the FSMC of such rejection of meals within 48 hours of delivery. If notice is provided outside of 48 hours from the time of delivery, System must pay the cost of such meals.
- K. Meal Equivalents-For the purposes of making meal count computation, the number of lunches/breakfasts/supplements served to children shall be determined by actual count. The FSMC and the System shall determine A La Carte meal equivalents by dividing the A La Carte revenue by the sum of the Federal and State of Massachusetts **free meal reimbursement rate currently at \$3.37 plus commodity entitlement of .235 for a total equivalent of \$3.625 for the 2018 – 2019 school year.** A La carte revenue shall include adult meals and A La Carte sales to students and adults. If applicable, include revenue from vending machines, catering, and all other miscellaneous income as part of the A La Carte revenue. **All A La Carte menu items offered by the FSMC shall comply with the Massachusetts Ala Carte standards effective school year 2019/2020.**

29. **LENGTH OF CONTRACT/TERMINATION**

The contract shall be for one (1) year with four (4) options of one (1) year renewals for up to a total of five (5) years. The first year of the contract will start on July 1, 2019 and terminate on June 30, 2020.

- A. The contract may be extended by the System and FSMC under the rules and regulations prescribed by the Department of Education and Federal Regulations as prescribed by the United States Department of Agriculture as provided for under

the General Laws of Massachusetts, Chapter 30 B, as adopted by the Westborough Public Schools.

- B.** The System or the FSMC may terminate the contract, with or without cause, by giving sixty (60) days written notice, except:
- a) if the FSMC makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of FSMC insolvency.
 - b) if anticipated revenues from Federal and State reimbursement are reduced and the FSMC submits in writing a proposal of recommended changes necessary to maintain program solvency, and the System persistently or repeatedly refuses or fails to grant or take appropriate action without prejudice and with seven (7) day written notice, terminate the contract.
- C.** Neither the FSMC nor the System shall be responsible for any losses 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, pandemic, epidemic, or any acts not within the control of either the FSMC or the System, and which, by the exercise of due diligence, it is unable to prevent.

30. FINANCIAL ARRANGEMENTS

- A.** All proposals shall be valid and may not be withdrawn for sixty (60) days after submission.
- B.** It is the desire of the System that the Food Service Program be operated on a "break-even" basis, wherein all program income will be sufficient to cover all program costs as outlined in the price proposal.
- C.** In preparing the "PRICE" proposals, the FSMC should state its capabilities and approach to operating a "break-even" program and must indicate any conditions, qualifications, or financial arrangements that are required to achieve this goal.

31. PROPOSAL FORMAT

The FSMC is instructed to submit its "NON-PRICE" proposal in a three-ring binder with tabbed sections as follows:

- A.** Letter of Transmittal
- a. Point of contact
 - b. Ability to meet requirement of RFP
 - c. Acknowledgement of Addendums
- B** Executive Summary
- C** General Conditions:
- Consent of Surety/Performance Bond
 - Certificate of Insurance
 - Proof of Visitation Schedule
 - Non-Collusion Affidavit
 - Tax-Compliance Certification

- Affirmative Action Plan
 - Independent Audited Financial Report
- D Plan of Operations to include transition plan
- E Company Experience
- F Operating Systems
- G Client References
- H Management and Support Team
- Organization Chart
 - Support Visitation Schedule
 - Resume of Candidate
- I Employee Development
- J Quality and Safety
- K Nutrition
- L Sustainability
- M Community Involvement
- N Menus and Promotions

32. **PROCUREMENT SPECIFICATIONS**

Minimum Requirements:

Dairy Products.....	Grade A
Meat.....	USDA Inspected Choice
Fish.....	U.S. Grade A
Poultry.....	Government Inspected Grade A
Canned Fruit & Vegetables.....	U.S. Grade A Choice
Fresh Fruits & Vegetables.....	U.S. No. 1 Grade
Bread.....	Packaged bread and buns to be manufacturers dated for freshness

32. **FINANCIAL SUPPORT SCHEDULES**

Each "PRICE" proposal must contain the following Financial Support Schedules:

1. Bid bond
2. Financial Budget Projections
3. Annual Income Summary
4. Labor Cost Summary
5. Other Expenses
6. A La Carte Price list

33. MINIMUM EVALUATION CRITERIA

1. Does the proposer have a minimum of five (5) years' experience in managing public school food service programs in districts K-12 with comparable enrollment to the Westborough Public Schools?
2. Has the proposer conditioned or qualified the proposal beyond prescribed limits or instructions?
3. Has the proposer confirmed management team to consist of a full-time Food Service Director with 3-5 years' experience with resume included?
4. Is the average participation rate at the proposer's comparable district sites for the FY 2018-2019 at a minimum 51%?
5. Are the following materials/documents included with the proposal?
 - Bid Bond
 - Consent of Surety
 - Non-Collusion Statement
 - Tax-Compliance Certification
 - Certificate of Insurance
 - Affirmative Action Plan
 - Recommended School Staffing Schedules
 - Company Organization Chart
 - Description of Merchandising Programs
 - Description of Food Handling/Sanitation Program
 - Description of Nutrition Education/Awareness Program
 - Description of Employee Training Programs
 - Description of Accounting Program
 - Qualifications & Experience of Food Service Director
 - Client List
 - 21 Day Cycle Menus (High School, Middle, Elementary)
 - Daily Menu Pattern (High School, Middle, Elementary)
 - Summary of Experience
 - Plan of Services
 - Proof of Visitation
 - Audited Annual Report
 - Complete Description of Employee Benefits with related employee costs
 - Support Staff Visitation Schedule
7. Does the proposer have a Child Nutrition Advisory Council, at its Corporate level, to ensure that it will be able to assist the System in the implementation of "The Healthy Hunger Free Kids Act of 2010?"

34. COMPARATIVE EVALUATION CRITERIA

The following Comparative Evaluation Criteria will evaluate proposals meeting the Minimum Evaluation Criteria.

A. Proposer/Company Background Length of Experience:

1. School Food Service Background:

Ten (10) years or more of operating experience with Public School Food Service programs in districts Kindergarten through Grade 12.

Highly Advantageous

More than five (5) years of operating experience with Public School Food Service programs in districts Kindergarten through Grade 12.

Advantageous

Five (5) years of operating experience with public School Food Service programs in districts Kindergarten through Grade 12.

Not Advantageous

Less than five (5) years of operating experience with Public School Food Service programs in districts Kindergarten through Grade 12.

Unacceptable

2. Food Service Management Background:

Twenty (20) years or more

Highly Advantageous

Ten (10) to nineteen (19) years

Advantageous

Five (5) to nine (9) years

Not Advantageous

Less than five (5) years

Unacceptable

3. Number of Public K-12 Food Service Contracts:

Twenty Five (25) or more

Highly Advantageous

Fifteen (15) to twenty four (24)

Advantageous

Ten (10) to fourteen (14)

Not Advantageous

Less than ten (10)

Unacceptable

4. Proposed Start Up Date:

Before July 1, 2019

Highly Advantageous

On July 15, 2019	Advantageous
Before July 31, 2019	Not Advantageous
After September 1, 2019	Unacceptable

5. Nutrition Education/Awareness Programs Offered by the FSMC:

The FSMC will provide a program designed especially for Public school age children throughout the school year. In addition the food service company has experience working with dieticians in K-12 schools to promote nutrition.	Highly Advantageous
The FSMC will provide a program designed especially for public school age children 4-6 times per year.	Advantageous
The FSMC will provide a program designed especially for public school age children 2-4 times per year.	Not Advantageous
The FSMC will provide a program designed especially for public school age children less than 2 times per year.	Unacceptable

6. Locally Grown Products:

Proof of a program that promotes utilizing locally grown products all year round. In addition proof of planting crops at regional farms for use in the schools, use of both local and regional vendors.	Highly Advantageous
Proof of the use of local and regional vendors in addition to planting crops at regional farms for harvest and use in the schools.	Advantageous
Proof of the use of local and regional vendors	Not Advantageous
No locally grown products used in the program.	Unacceptable

7. Staff Development / Safety Training Programs (Proposer should submit actual training materials and programs that will be used.)

Training sessions conducted 10 times per year.	Highly Advantageous
Training sessions conducted 6 to 9 times per year.	Advantageous
Training sessions conducted 2 to 5 times per year.	Not Advantageous
Training sessions conducted less than 2 times per year.	Unacceptable

8. Qualifications and Experience of the Food Service Director:

More than five (5) years work experience in

School Food Service.	Highly Advantageous
Three (3) to five (5) years work experience in School Food Service.	Advantageous
One (1) to Three (3) years work experience in School Food Service.	Not Advantageous
Less than one year's work experience in School Food Service.	Unacceptable

9. Qualifications of the Dedicated Regional Dietician

BS degree in Dietetics CADE Accredited and/or Registered Dietician. Two to three years' experience with multiple account responsibility.	Highly Advantageous
SNS (School Nutrition Specialist) credentialed, Serv Safe Certified and FMP (Food Management Professional). Zero to two years' experience with multiple account responsibility	Advantageous
Has dual roles as a Food Service Director at another district or lack of food service operational experience	Not Advantageous
The candidate has minimal or no food service experience as a dietician	Unacceptable

10. Student Participation Rate

The average participation rate at the proposer's comparable sites for the FY 2018-19 school year is 61% or higher.	Highly Advantageous
The average participation rate at the proposer's comparable sites for the FY 2018-19 school year is 55% to 60%.	Advantageous
The average participation rate at the proposer's comparable sites for the FY 2018-19 school year is 50% to 54%.	Not Advantageous
The average participation rate at the proposer's comparable sites for the FY 2018-19 school year is less than 50%.	Unacceptable

11. Computer Equipment and Related Software: Evidence of a Computerized Food Service Program for Personnel Management, Food Production Scheduling, Financial Management, Inventory and Quality Control

Used in current contracts	Highly Advantageous
Proposed in this RFP	Advantageous

To be discussed

Not Advantageous

No equipment or software

Unacceptable

12. Financial Assurances to the District:

The FSMC will guarantee profitable program.

Highly Advantageous

The FSMC will guarantee break-even program.

Advantageous

The FSMC will discuss financial situation.

Not Advantageous

The FSMC will not cover any loss.

Unacceptable

FINANCIAL BUDGET PROJECTIONS

Note: This schedule should be completed for the District.

INCOME

Cash	_____
Reimbursements	_____
<i>TOTAL</i>	_____

EXPENSES

Food	_____
Less: Rebates/Manufacturers Incentives	_____
Labor	_____
Other: _____	_____
Fee _____	_____
<i>TOTAL</i>	_____

PROFIT (LOSS)	_____
----------------------	-------

GUARANTEE _____	_____
------------------------	-------

OTHER EXPENSES

Note: This schedule should be completed for the District.

1.	Cafeteria Supplies (paper, cleaning, etc.)	_____
2.	Insurance	_____
3.	Telephone & Fax Line	_____
4.	Promotions	_____
5.	Office Supplies	_____
6.	Uniforms	_____
7.	Computer	_____
8.	Replacements (Expendable Equipment)	_____
9.	Commodity Delivery	_____
10.	Licenses	_____
11.	Vehicle - Operation	_____
12.	Vehicle - Lease/Amortization	_____
13.	Performance Bond	_____
14.	Other: _____	_____
15.	Other: _____	_____
16.	Other: _____	_____
	TOTAL	_____

LABOR COST SUMMARY

Note: This schedule should be completed for the District.

SALARIES

Food Service Director	_____
Clerical	_____
Assistant Food Service Director (if applicable)	_____
Hourly Wages (System)	_____
Hourly Wages (FSMC)	_____
TOTAL	_____

OTHER PAYROLL COSTS

1. F.I.C.A.	_____
2. Worker's Compensation	_____
3. Federal Unemployment	_____
4. State Unemployment	_____
5. Health Insurance	_____
6. Life Insurance	_____
7. Retirement/Pension Plan	_____
8. Longevity	_____
9. Other:	_____
10. Other:	_____

GRAND TOTAL LABOR & BENEFITS

ANNUAL INCOME SUMMARY

Note: This schedule should be completed for the District.

CASH INCOME

Paid Meals	_____
Reduced Meals	_____
A La Carte/Vending	_____
Adult Meals	_____
Other	_____
TOTAL	_____

REIMBURSEMENTS

Paid Meals	_____
Reduced Meals	_____
Free Meals	_____
TOTAL	_____

TOTAL ALL INCOME

MEAL COUNTS

Paid Meals	_____
Reduced Meals	_____
Free Meals	_____
Equivalent Meals	_____

SUMMARY OF RFP APPENDICES

- A. 2019-2020 School Calendar
- B. 2019-2020 Projected Enrollment
- C. Claim Forms for the months of September 2018 through February 2019
- D. Breakfast and Lunch Schedules by School and Service Days
- E. District Food Service Staffing Schedules and Rates
- F. A La Carte Price List
- G. Current Wellness Policy
- H. Meal charge Policy
- I. SFA-FSMC Mandatory Contract Language and Unallowable Contract Language Checklist
- J. Food Service Operation Financial Summary Fiscal Year Ending 2017 - 2018

PROOF OF VISITATION

Food Service Management Company Responsibility

The Food Service Management Company (FSMC) must visit all schools listed for the purpose of examining the kitchens, cafeterias, storerooms, etc., where services are to be provided.

Note: This PROOF OF VISITATION sheet must be included with the proposal.

<u>SCHOOL</u>	<u>SIGNATURE OF SCHOOL OFFICIAL</u>
ARMSTRONG	<hr/>
FALES	<hr/>
HASTINGS	<hr/>
MILL POND	<hr/>
GIBBONS	<hr/>
HIGH SCHOOL	<hr/>

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

PLEASE PRINT OR TYPE:

AUTHORIZED AGENT NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

NAME OF COMPANY: _____

ADDRESS: _____

CITY _____ STATE _____ ZIP CODE _____

SSN OR FIN: _____ PHONE: _____

STATE TAX CERTIFICATION FORM

All providers of goods and services to any agency of the Commonwealth of Massachusetts or of any subdivision shall be required to attest that he/she is in compliance with all the laws of the Commonwealth of Massachusetts. The form of attestation shall also provide space for the provider to furnish his/her Social Security Number or Federal Identification Number. It should be noted that submission of a Social Security Number or a Federal Identification Number is purely voluntary.

Your Social Security Number or your Federal Identification Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L. c. 62C 5. 49A.

Approval of a contract or other agreement will not be granted unless the Bidder signs this certification clause.

I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

SIGNATURE: _____

DATE: _____

AUTHORIZED AGENT NAME: _____

TITLE: _____

NAME OF COMPANY: _____

ADDRESS: _____

CITY _____ STATE _____ ZIP CODE _____

SSN OR FIN: _____ PHONE: _____

REFERENCE FORM

Please provide references of five (5) or more School Districts to whom you are providing similar Food Service Operations.

YOU MUST HAVE A MINIMUM OF FIVE (5).

#1. NAME: _____
TITLE: _____ PHONE: _____
SCHOOL DISTRICT: _____
ADDRESS: _____
CITY/STATE: _____
Years served _____

#2. NAME: _____
TITLE: _____ PHONE: _____
SCHOOL DISTRICT: _____
ADDRESS: _____
CITY/STATE: _____
Years Served _____

#3. NAME: _____
TITLE: _____ PHONE: _____
SCHOOL DISTRICT: _____
ADDRESS: _____
CITY/STATE: _____
Years Served _____

#4. NAME: _____
TITLE: _____ PHONE: _____
SCHOOL DISTRICT: _____
ADDRESS: _____
CITY/STATE: _____
Years Served _____

#5. NAME: _____
TITLE: _____ PHONE: _____
SCHOOL DISTRICT: _____
ADDRESS: _____
CITY/STATE: _____
Years Served _____

COST RESPONSIBILITIES

FOOD	FOOD SERVICE MANAGEMENT COMPANY	DISTRICT
PROCESSING OF INVOICES	X	
PAYMENT OF INVOICES	X	X
USDA ADMINISTRATIVE CHARGES	X	
USDA PROCESSING CHARGES	X	
USDA DELIVERY CHARGES	X	
LABOR	X	
CRIMINAL BACKGROUND CHECKS	X	
PAYMENT OF WAGES FOR EMPLOYEES	X	
PAYROLL TAXES	X	
FRINGE BENEFITS AND INSURANCE FOR EMPLOYEES	X	
PREPARATION OF EMPLOYEES PAYROLL	X	
PROCESSING OF EMPLOYEES PAYROLL	X	
WORKER'S COMPENSATION FOR EMPLOYEES	X	
EMPLOYEE PHYSICALS	X	
DINING ROOM AIDES		X
FOOD SERVICE PERSONNEL ISSUES	X	
ADDITIONAL ITEMS		
CHINA/SILVER/GLASSWARE - ORIGINAL PURCHASE TO INVENTORY LEVEL REQUIRED FOR OPERATION	X	X
CHINA/SILVER/GLASSWARE - REPLACEMENT DURING OPERATION	X	
TELEPHONE - LOCAL		X
TELEPHONE - LONG DISTANCE		X
REMOVAL OF TRASH AND GARBAGE FROM KITCHEN		X
REMOVAL OF TRASH AND GARBAGE FROM DINING ROOMS		X

REPLACEMENT OF NON-EXPENDABLE EQUIPMENT		X
INSURANCE'S LIABILITY	X	
COST OF REPAIRING EQUIPMENT (CAPITAL ITEMS)		X
MAINTAIN DISTRICTS VEHICLE, OPERATING EXPENSES, REPAIRS, GAS, OIL	X	X
ADDITIONAL ITEMS (CONTINUED)	FOOD SERVICE MANAGEMENT COMPANY	DISTRICT
UNIFORMS	X	
TICKET PRINTING	X	X
TRAVEL (LOCAL) - REQUIRED AS REQUESTED	X	
AUDITORS FEES		X
TRANSPORTATION OF MEALS, IF APPLICABLE	X	
WHO PROVIDES DELIVERY VEHICLE, IF APPLICABLE		
WHO TYPES MONTHLY MENUS	X	
SUPPLIES		
GARBAGE BAGS PROVIDED BY	X	
DETERGENT AND CLEANING SUPPLIES	X	
PAPER SUPPLIES	X	
MENU PAPER AND PRINTING	X	
POSTAGE	X	
TAXES/LICENSES/PERMITS	X	
PEST CONTROL/EXTERMINATION SERVICES		X
UTILITIES		X
MENU PAPER	X	
MENU DUPLICATION	X	X
CLEANING	X	X
CEILING, LIGHT FIXTURES		X
DISHWASHING	X	
EQUIPMENT USED FOR PREP.	X	
HOOD/VENTS INSIDE KITCHEN		X
REST ROOMS	X	X

VENTS FROM HOODS TO OUTSIDE	X
WALLS, WINDOWS, BLINDS	X
FLOORS – KITCHEN	X
FLOORS IN SERVING COUNTER AREA	X
FLOORS - DINING ROOM	X
DINING ROOM - TABLE TOPS	X
DINING ROOM – CHAIRS	X
KITCHEN COUNTERS/WORK TABLES	X
TRASH REMOVAL FROM DINING ROOM	X
TRASH REMOVAL FROM KITCHEN	X
TRASH REMOVAL FROM SCHOOL PROPERTY	X

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Westborough Public Schools

2019-2020 School Calendar

August 2019							August/September		September 2019						
Su	M	Tu	W	Th	F	Sa	8/22-8/23	New Teacher Orientation	Su	M	Tu	W	Th	F	Sa
				1	2	3	8/26	All Teachers Report	1	2	3	4	5	6	7
4	5	6	7	8	9	10	8/28	First Day for Students	8	9	10	11	12	13	14
11	12	13	14	15	16	17	9/2	Schools/Offices Closed: Labor Day	15	16	17	18	19	20	21
18	19	20	21	22	23	24	9/30	Schools Closed: Rosh Hashanah	22	23	24	25	26	27	28
25	26	27	28	29	30	31			29	30					
October 2019							October/November		November 2019						
Su	M	Tu	W	Th	F	Sa	10/4	Early Release	Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5	10/9	School Closed: Yom Kippur						1	2
6	7	8	9	10	11	12	10/14	Schools/Offices Closed: Columbus Day	3	4	5	6	7	8	9
13	14	15	16	17	18	19	10/25	Early Release	10	11	12	13	14	15	16
20	21	22	23	24	25	26	11/1	Early Release (K-6 Only)	17	18	19	20	21	22	23
27	28	29	30	31			11/5	School Closed for Students: PD for Staff	24	25	26	27	28	29	30
							11/11	Schools/Offices Closed: Veterans' Day							
							11/27	Early Release/Half Day for Staff-Thanksgiving							
December 2019							11/28-11/29	Schools/Offices Closed: Thanksgiving	January 2020						
Su	M	Tu	W	Th	F	Sa	December/January		Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7	12/6	Early Release				1	2	3	4
8	9	10	11	12	13	14	12/23-12/25	Schools/Offices Closed: Christmas	5	6	7	8	9	10	11
15	16	17	18	19	20	21	12/26-12/31	Schools Closed: Winter Break	12	13	14	15	16	17	18
22	23	24	25	26	27	28	12/31	Half Day for Full Year Staff: New Yr's Eve	19	20	21	22	23	24	25
29	30	31					1/1	Schools/Offices Closed: New Year's Day	26	27	28	29	30	31	
							1/10	Early Release (K-6 Only)							
							1/20	Schools/Offices Closed: MLK Bday							
February 2020							February/March		March 2020						
Su	M	Tu	W	Th	F	Sa	2/7	Early Release	Su	M	Tu	W	Th	F	Sa
						1	2/17	Schools/Offices Closed: Presidents' Day	1	2	3	4	5	6	7
2	3	4	5	6	7	8	2/18-2/21	Schools Closed: February Break	8	9	10	11	12	13	14
9	10	11	12	13	14	15	3/3	School Closed for Students: PD for Staff	15	16	17	18	19	20	21
16	17	18	19	20	21	22			22	23	24	25	26	27	28
23	24	25	26	27	28	29			29	30	31				
April 2020							April/May		May 2020						
Su	M	Tu	W	Th	F	Sa	4/10	Schools/Offices Closed: Good Friday	Su	M	Tu	W	Th	F	Sa
			1	2	3	4	4/20	Schools/Offices Closed: Patriots' Day						1	2
5	6	7	8	9	10	11	4/21-4/24	Schools Closed: April Break	3	4	5	6	7	8	9
12	13	14	15	16	17	18	5/8	Early Release	10	11	12	13	14	15	16
19	20	21	22	23	24	25	5/25	Schools/Offices Closed: Memorial Day	17	18	19	20	21	22	23
26	27	28	29	30					24	25	26	27	28	29	30
									31						
June 2020							June/July		July 2020						
Su	M	Tu	W	Th	F	Sa	6/6	WHS Graduation	Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6	6/16	Last Day of School for Students (180) & PreK-12 Staff. Half Day for Students only.				1	2	3	4
7	8	9	10	11	12	13			5	6	7	8	9	10	11
14	15	16	17	18	19	20			12	13	14	15	16	17	18
21	22	23	24	25	26	27	7/3	Offices Closed: Independence Day	19	20	21	22	23	24	25
28	29	30							26	27	28	29	30	31	

School Closed

Early Release Day

PD

Professional Development Day

Schools Closed for Students

Approved by School Committee 2/27/19

Revised 3/27/19

2019-2020 Enrollment

(assuming no move-ins or move-outs)

	FES	HES	AES	MP	GMS	WHS	Total
2017-2018 (June)	338	500	422	935	600	1131	3926
2018-2019*	354	520	428	917	590	1161	3970
2019-2020 (Projected)	339	517	431	881	633	1168	3969
Change from Prior Year (assuming no move-ins or move-outs)	-15	-3	3	-36	43	7	-1
*As of 10/20/18							



14-321 Westborough

*Claim SEP-2018 Claim 1, Rev 0 (PAID) ▼

District Level Claim

1. General Information

District Name	Westborough School Department	Claim Month/Year	SEP-2018 Claim 1, Rev 0
Mailing Address	45 West Main Street P.O. Box 1152 Westborough, MA 01581	Status	PAID
Phone	508-836-7720 Ext. 3155		
Remarks			

Number of Approved Applications on File:

Program	Free	Reduced	Total
Lunch	444	95	539
Breakfast	0	0	0
Special Milk			
After School All Free	0		0
After School Other	0	0	0

Summary Information By Program:

School Lunch and Breakfast

	# Sites	Enrollment	Operating Days	Attend.	Participation	Redu Student Charge	Adult Charge
Lunch	6	3851	15	3750	1285	0.00	0.00
Breakfast	0	0	0	0	0	0.00	0.00
Special Milk	0		0				
After School All Free	0	0	0	0	0		
After School Other	0	0	0	0	0	0.00	

Special Milk

Cost of Milk		Total Served	
Purchased	0	Free Milk	0
Total Cost	0.00	Paid Milk	0
Cost Per 0.0000			

Meal Counts:

	Free	Reduced	Paid	Severe Free	Severe Reduced	All Free
Breakfast	0	0	0	0	0	
Lunch	3995	659	14614			
After School Snack	0	0	0			0

Total District Breakfast Operating Costs by Category (For sponsors with at least one severe need site):

Food Supplies	0.00	Non-Food Supplies	0.00
Labor to Prepare/Serve/Clean:	0.00	Supervisor(s):	0.00
Total: 0.00			
Number of Breakfasts Served by All Schools:	0	Average Cost:	0
Not Claiming			



14-321 Westborough

*Claim OCT-2018 Claim 1, Rev 0 (PAID) ▼

District Level Claim

1. General Information									
District Name	Westborough School Department				Claim Month/Year	OCT-2018 Claim 1, Rev 0			
Mailing Address	45 West Main Street P.O. Box 1152 Westborough, MA 01581				Status	PAID			
Phone	508-836-7720 Ext. 3155								
Remarks									

Number of Approved Applications on File:				
	Program	Free	Reduced	Total
	Lunch	500	104	604
	Breakfast	162	28	190
	Special Milk			
	After School All Free	0		0
	After School Other	0	0	0

Summary Information By Program:							
School Lunch and Breakfast							
	# Sites	Enrollment	Operating Days	Attend.	Participation	Redu Student Charge	Adult Charge
Lunch	6	3774	20	3676	1363	0.00	0.00
Breakfast	3	1106	22	1075	34	0.00	0.00
Special Milk	0		0				
After School All Free	0	0	0	0	0		
After School Other	0	0	0	0	0	0.00	

Special Milk			
Cost of Milk		Total Served	
Purchased	0	Free Milk	0
Total Cost	0.00	Paid Milk	0
Cost Per 0.0000			

Meal Counts:							
	Free	Reduced	Paid	Severe Free	Severe Reduced	All Free	
Breakfast	52	0	297	339	53		
Lunch	5318	970	20965				
After School Snack	0	0	0			0	

Total District Breakfast Operating Costs by Category (For sponsors with at least one severe need site):			
Food Supplies	0.00	Non-Food Supplies	0.00
Labor to Prepare/Serve/Clean:	0.00	Supervisor(s):	0.00
Total:		0.00	
Number of Breakfasts Served by All Schools:	741	Average Cost:	0
✓ Not Claiming			



14-321 Westborough

*Claim NOV-2018 Claim 1, Rev 0 (PAID) ▼

District Level Claim

1. General Information

District Name	Westborough School Department	Claim Month/Year	NOV-2018 Claim 1, Rev 0
Mailing Address	45 West Main Street P.O. Box 1152 Westborough, MA 01581	Status	PAID
Phone	508-836-7720 Ext. 3155		
Remarks			

Number of Approved Applications on File:

Program	Free	Reduced	Total
Lunch	409	111	520
Breakfast	149	31	180
Special Milk			
After School All Free	0		0
After School Other	0	0	0

Summary Information By Program:

School Lunch and Breakfast

	# Sites	Enrollment	Operating Days	Attend.	Participation	Redu Student Charge	Adult Charge
Lunch	6	3786	17	3641	1349	0.00	0.00
Breakfast	3	1124	18	1071	38	0.00	0.00
Special Milk	0		0				
After School All Free	0	0	0	0	0		
After School Other	0	0	0	0	0	0.00	

Special Milk

Cost of Milk		Total Served	
Purchased	0	Free Milk	0
Total Cost	0.00	Paid Milk	0
Cost Per	0.0000		

Meal Counts:

	Free	Reduced	Paid	Severe Free	Severe Reduced	All Free
Breakfast	58	14	184	377	52	
Lunch	4250	973	17712			
After School Snack	0	0	0			0

Total District Breakfast Operating Costs by Category (For sponsors with at least one severe need site):

Food Supplies	0.00	Non-Food Supplies	0.00
Labor to Prepare/Serve/Clean:	0.00	Supervisor(s):	0.00
Total:	0.00		
Number of Breakfasts Served by All Schools:	685	Average Cost:	0
Not Claiming			

14-321 Westborough

* Claim DEC-2018 Claim 1, Rev 0 (PAID) ▼

District Level Claim

1. General Information							
District Name	Westborough School Department			Claim Month/Year	DEC-2018 Claim 1, Rev 0		
Mailing Address	45 West Main Street P.O. Box 1152 Westborough, MA 01581			Status	PAID		
Phone	508-836-7720 Ext. 3155						
Remarks							

Number of Approved Applications on File:			
Program	Free	Reduced	Total
Lunch	412	97	509
Breakfast	150	28	178
Special Milk			
After School All Free	0		0
After School Other	0	0	0

Summary Information By Program:							
School Lunch and Breakfast							
	# Sites	Enrollment	Operating Days	Attend.	Participation	Redu Student Charge	Adult Charge
Lunch	6	3537	14	3393	1404	0.00	0.00
Breakfast	3	876	15	835	42	0.00	0.00
Special Milk	0		0				
After School All Free	0	0	0	0	0		
After School Other	0	0	0	0	0	0.00	

Special Milk			
Cost of Milk		Total Served	
Purchased	0	Free Milk	0
Total Cost	0.00	Paid Milk	0
Cost Per 0.0000			

Meal Counts:							
	Free	Reduced	Paid	Severe Free	Severe Reduced	All Free	
Breakfast	79	14	151	345	38		
Lunch	3941	791	14930				
After School Snack	0	0	0			0	

Total District Breakfast Operating Costs by Category (For sponsors with at least one severe need site):			
Food Supplies	0.00	Non-Food Supplies	0.00
Labor to Prepare/Serve/Clean:	0.00	Supervisor(s):	0.00
Total: 0.00			
Number of Breakfasts Served by All Schools:	627	Average Cost:	0
✓ Not Claiming			



14-321 Westborough

* Claim JAN-2019 Claim 1, Rev 0 (PAID) ▼

District Level Claim

1. General Information	
District Name	Westborough School Department
Claim Month/Year	JAN-2019 Claim 1, Rev 0
Mailing Address	45 West Main Street P.O. Box 1152 Westborough, MA 01581
Phone	508-836-7720 Ext. 3155
Status	PAID
Remarks	

Number of Approved Applications on File:

Program	Free	Reduced	Total
Lunch	437	135	572
Breakfast	155	32	187
Special Milk			
After School All Free	0		0
After School Other	0	0	0

Summary Information By Program:

School Lunch and Breakfast

	# Sites	Enrollment	Operating Days	Attend.	Participation	Redu Student Charge	Adult Charge
Lunch	6	3542	21	3378	1274	0.00	0.00
Breakfast	2	876	21	821	35	0.00	0.00
Special Milk	0		0				
After School All Free	0	0	0	0	0		
After School Other	0	0	0	0	0	0.00	

Special Milk

Cost of Milk		Total Served	
Purchased	0	Free Milk	0
Total Cost	0.00	Paid Milk	0
Cost Per	0.0000		

Meal Counts:

	Free	Reduced	Paid	Severe Free	Severe Reduced	All Free
Breakfast	106	14	179	390	45	
Lunch	5355	1077	20327			
After School Snack	0	0	0			0

Total District Breakfast Operating Costs by Category (For sponsors with at least one severe need site):

Food Supplies	0.00	Non-Food Supplies	0.00
Labor to Prepare/Serve/Clean:	0.00	Supervisor(s):	0.00
Total:	0.00		
Number of Breakfasts Served by All Schools:	734	Average Cost:	0
✓ Not Claiming			



14-321 Westborough

* Claim FEB-2019 Claim 1, Rev 0 (PAID) ▼

District Level Claim

1. General Information

District Name	Westborough School Department	Claim Month/Year	FEB-2019 Claim 1, Rev 0
Mailing Address	45 West Main Street P.O. Box 1152 Westborough, MA 01581	Status	PAID
Phone	508-836-7720 Ext. 3155		
Remarks			

Number of Approved Applications on File:

Program	Free	Reduced	Total
Lunch	448	96	544
Breakfast	158	28	186
Special Milk			
After School All Free	0		0
After School Other	0	0	0

Summary Information By Program:

School Lunch and Breakfast

	# Sites	Enrollment	Operating Days	Attend.	Participation	Redu Student Charge	Adult Charge
Lunch	6	3980	13	3772	1381	0.00	0.00
Breakfast	3	1308	14	1239	34	0.00	0.00
Special Milk	0		0				
After School All Free	0	0	0	0	0		
After School Other	0	0	0	0	0	0.00	

Special Milk

Cost of Milk		Total Served	
Purchased	0	Free Milk	0
Total Cost	0.00	Paid Milk	0
Cost Per	0.0000		

Meal Counts:

	Free	Reduced	Paid	Severe Free	Severe Reduced	All Free
Breakfast	66	7	128	258	23	
Lunch	3742	724	13486			
After School Snack	0	0	0			0

Total District Breakfast Operating Costs by Category (For sponsors with at least one severe need site):

Food Supplies	0.00	Non-Food Supplies	0.00
Labor to Prepare/Serve/Clean:	0.00	Supervisor(s):	0.00
Total:	0.00		
Number of Breakfasts Served by All Schools:	482	Average Cost:	0
Not Claiming			

Site Report

Massachusetts Department Of Elementary and Secondary Education Supplement to Claim for Reimbursement National School Lunch, Breakfast, Milk and Snacks Programs

Claim SEP-2018 Claim 1, Rev 0 (PAID) ▼

✓ I have reviewed the number of meals entered and confirm them to be accurate.

Reviewed By: Claudette Barrett, Date: 10/05/2018 03:35:04 PM

Sponsor: *Westborough*

Agreement Number: *14-321*

Claim Month and Year: *September 2018*

School Name	Enroll meal	Avg Daily Meals	Operating Days			Number of Apps		Lunches Served to Students				Breakfasts Served to Students				Milk, Snacks, & Snacks Served to Students				Special Milk			Reimb. Amt. (State)	Status		
			Lun	Brk	Snk	Free	Redu	Free	Redu	Paid	Total	Free	Redu	Paid	Total	Free	Redu	Paid	Total	All Free	Free	Paid			Total	
321-010 ANNIE E. FALES	353	344	15	0	0	25	0	236	0	1,435	1,671	0	0	0	0	N	0	0	0	0	N	0	0	0	1,326.27 (100.26)	DONE
321-005 ARMSTRONG	330	319	15	0	0	37	10	345	73	1,089	1,507	0	0	0	0	N	0	0	0	0	N	0	0	0	1,782.39 (90.42)	DONE
321-410 GIBBONS MIDDLE SCHOOL	590	575	15	0	0	71	13	673	111	2,408	3,192	0	0	0	0	N	0	0	0	0	N	0	0	0	3,488.64 (191.52)	DONE
321-025 HASTINGS ELEM	503	500	15	0	0	73	18	642	85	1,106	1,833	0	0	0	0	Y	0	0	0	0	N	0	0	0	2,825.21 (109.98)	DONE
321-045 MILL POND	914	894	15	0	0	100	23	1,013	204	4,423	5,640	0	0	0	0	N	0	0	0	0	N	0	0	0	5,656.20 (338.40)	DONE
321-505 WESTBOROUGH HIGH	1,161	1,118	15	0	0	138	31	1,086	186	4,153	5,425	0	0	0	0	N	0	0	0	0	N	0	0	0	5,748.85 (325.50)	DONE
TOTALS**	3,851	3,750	15	0	0	444	95	3,995	659	14,614	19,268	0	0	0	0		0	0	0	0		0	0	0	20,827.56 (1,156.08)	

**Reimbursement amounts may differ due to rounding.

Errors or No Claims

¹ Provision 2 Breakfast Only ² Provision 2 Lunch Only ³ Provision 2 Breakfast and Lunch ⁴ Community Eligibility Provision

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Site Report

Massachusetts Department Of Elementary and Secondary Education Supplement to Claim for Reimbursement National School Lunch, Breakfast, Milk and Snacks Programs

Claim OCT-2018 Claim 1, Rev 0 (PAID) ▼

✓ I have reviewed the number of meals entered and confirm them to be accurate.

Reviewed By: Claudette Barrett, Date: 11/07/2018 11:54:24 AM

Sponsor: *Westborough*

Agreement Number: *14-321*

Claim Month and Year: *October 2018*

School	Lunch Meals	Breakfast Meals	Operating Costs			Number of App.		Lunches Served to Students			Breakfasts Served to Students				After School Snacks Served to Students				Special Milk				Reimb. Amt. (State)	Status		
			Lun	Brk	Snk	Free	Redu	Free	Redu	Total	Free	Redu	Paid	Total	Free	Redu	Paid	Total	All Free	Free	Paid	Total				
321-010 ANNIE E. FALES	264	256	20	22	0	27	0	326	0	2,003	2,329	0	0	7	7	N	0	0	0	0	N	0	0	0	1,841.90 (139.74)	DONE
321-005 ARMSTRONG	329	326	20	22	0	48	8	549	91	1,477	2,117	52	0	91	143	N	0	0	0	0	N	0	0	0	2,788.18 (127.02)	DONE
321-410 GIBBONS MIDDLE SCHOOL	590	578	20	0	0	73	14	857	182	3,408	4,447	0	0	0	0	N	0	0	0	0	N	0	0	0	4,689.59 (266.82)	DONE
321-025 HASTINGS ELEM	513	493	20	22	0	87	20	949	126	1,668	2,743	339	53	199	591	Y	0	0	0	0	N	0	0	0	5,074.18 (164.58)	DONE
321-045 MILL POND	915	894	20	0	0	111	27	1,251	294	6,381	7,926	0	0	0	0	N	0	0	0	0	N	0	0	0	7,450.02 (475.56)	DONE
321-505 WESTBOROUGH HIGH	1,163	1,129	20	0	0	154	35	1,386	277	6,028	7,691	0	0	0	0	N	0	0	0	0	N	0	0	0	7,723.87 (461.46)	DONE
TOTALS**	3,774	3,676	20	22	0	500	104	5,318	970	20,965	27,253	391	53	297	741		0	0	0	0		0	0	0	29,567.74 (1,635.18)	

**Reimbursement amounts may differ due to rounding.

Errors or No Claims

¹ Provision 2 Breakfast Only ² Provision 2 Lunch Only ³ Provision 2 Breakfast and Lunch ⁴ Community Eligibility Provision

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Site Report

Massachusetts Department Of Elementary and Secondary Education Supplement to Claim for Reimbursement National School Lunch, Breakfast, Milk and Snacks Programs

Claim NOV-2018 Claim 1, Rev 0 (PAID) ▼

✓ I have reviewed the number of meals entered and confirm them to be accurate.

Reviewed By: Claudette Barrett, Date: 12/10/2018 12:37:48 PM

Sponsor: *Westborough*

Agreement Number: *14-321*

Claim Month and Year: *November 2018*

School Name		Enroll men	Avg Daily Att	Operating Days			Number of Apps		Lunches Served to Students				Breakfasts Served to Students					After School Snacks Served to Students					Special Milk			Totals (\$1000)	Status
				Mon	Tue	Wed	Free	Redu	Free	Redu	Paid	Total	Free	Redu	Paid	Total	Sev Need Bk	Free	Redu	Paid	Total	All Free	Free	Paid	Total		
321-010 ANNIE E. FALES		265	251	16	18	0	23	2	223	1	1,634	1,858	1	0	3	4	N	0	0	0	0	N	0	0	0	1,361.78 (111.48)	DONE
321-005 ARMSTRONG		334	323	16	18	0	45	6	465	67	1,289	1,821	57	14	64	135	N	0	0	0	0	N	0	0	0	2,385.70 (109.26)	DONE
321-410 GIBBONS MIDDLE SCHOOL		592	571	17	0	0	59	14	677	175	2,931	3,783	0	0	0	0	N	0	0	0	0	N	0	0	0	3,885.71 (226.98)	DONE
321-025 HASTINGS ELEM		525	497	16	18	0	81	23	769	134	1,422	2,325	377	52	117	546	Y	0	0	0	0	N	0	0	0	4,454.38 (139.50)	DONE
321-045 MILL POND		909	877	16	0	0	91	29	971	308	5,218	6,497	0	0	0	0	N	0	0	0	0	N	0	0	0	6,117.69 (389.82)	DONE
321-505 WESTBOROUGH HIGH		1,161	1,122	17	0	0	110	37	1,145	288	5,218	6,651	0	0	0	0	N	0	0	0	0	N	0	0	0	6,644.67 (399.06)	DONE
TOTALS**		3,786	3,641	17	18	0	409	111	4,250	973	17,712	22,935	435	66	184	685		0	0	0	0		0	0	0	24,849.93 (1,376.10)	

**Reimbursement amounts may differ due to rounding.

Errors or No Claims

¹ Provision 2 Breakfast Only ² Provision 2 Lunch Only ³ Provision 2 Breakfast and Lunch ⁴ Community Eligibility Provision

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Site Report

Massachusetts Department Of Elementary and Secondary Education Supplement to Claim for Reimbursement National School Lunch, Breakfast, Milk and Snacks Programs

Claim DEC-2018 Claim 1, Rev 0 (PAID) ▼

✓ I have reviewed the number of meals entered and confirm them to be accurate.
Reviewed By: Claudette Barrett, Date: 01/07/2019 03:20:49 PM

Sponsor: *Westborough*

Agreement Number: *14-321*

Claim Month and Year: *December 2018*

School and Name	Enrollment	Avg Daily Att	Breakfast Days		Number of Aps		Lunches Served to Students				Breakfasts Served to Students				After School Snacks Served to Students				Special Milk				Reimburse Amt (State)	Status		
			Mon	Tue	Wed	Free	Reduc	Free	Reduc	Paid	Total	Free	Reduc	Paid	Total	Served Pk	Free	Reduc	Paid	Total	All Free	Free			Paid	Total
321-010 ANNIE E. FALES	265	246	14	15	0	23	2	221	7	1,395	1,623	0	0	5	5	N	0	0	0	0	N	0	0	0	1,283.26 (97.38)	DONE
321-005 ARMSTRONG	333	320	14	15	0	45	6	421	69	1,146	1,636	79	14	45	138	N	0	0	0	0	N	0	0	0	2,223.94 (98.16)	DONE
321-410 GIBBONS MIDDLE SCHOOL	592	567	14	0	0	59	14	589	149	2,373	3,111	0	0	0	0	N	0	0	0	0	N	0	0	0	3,305.47 (186.66)	DONE
321-025 HASTINGS ELEM	278	269	14	15	0	82	20	744	112	1,299	2,155	345	38	101	484	Y	0	0	0	0	N	0	0	0	4,160.08 (129.30)	DONE
321-045 MILL POND	908	867	14	0	0	92	26	923	242	4,436	5,601	0	0	0	0	N	0	0	0	0	N	0	0	0	5,470.57 (336.06)	DONE
321-505 WESTBOROUGH HIGH	1,161	1,124	14	0	0	111	29	1,043	212	4,281	5,536	0	0	0	0	N	0	0	0	0	N	0	0	0	5,728.52 (332.16)	DONE
TOTALS**	3,537	3,393	14	15	0	412	97	3,941	791	14,930	19,662	424	52	151	627		0	0	0	0		0	0	0	22,171.84 (1,179.72)	

**Reimbursement amounts may differ due to rounding.

Errors or No Claims

¹ Provision 2 Breakfast Only ² Provision 2 Lunch Only ³ Provision 2 Breakfast and Lunch ⁴ Community Eligibility Provision

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Site Report

Massachusetts Department Of Elementary and Secondary Education Supplement to Claim for Reimbursement National School Lunch, Breakfast, Milk and Snacks Programs

Claim **JAN-2019 Claim 1, Rev 0 (PAID) ▼**

✓ I have reviewed the number of meals entered and confirm them to be accurate.

Reviewed By: Claudette Barrett, Date: 02/05/2019 08:41:12 AM

Sponsor: **Westborough**

Agreement Number: **14-321**

Claim Month and Year: **January 2019**

School and Name	Enroll-ment	Avg Daily Att	Operating Days			Number of Ages		Lunches Served to Students				Breakfasts Served to Students				After School Snacks Served to Students				Special Milk			Reimb. Amt (State)	Status		
			Free	Redu	Snk	Free	Redu	Free	Redu	Paid	Total	Free	Redu	Paid	Total	Free	Redu	Paid	Total	All Free	Free	Paid			Total	
321-010 ANNIE E. FALES	268	251	20	21	0	24	4	325	18	2,072	2,415	0	0	0	0	N	0	0	0	0	N	0	0	0	1,915.35 (144.90)	DONE
321-005 ARMSTRONG	332	312	20	21	0	46	7	585	98	1,566	2,249	106	14	56	176	N	0	0	0	0	N	0	0	0	3,069.89 (134.94)	DONE
321-410 GIBBONS MIDDLE SCHOOL	594	569	21	0	0	59	47	860	233	3,727	4,820	0	0	0	0	N	0	0	0	0	N	0	0	0	4,969.20 (289.20)	DONE
321-025 HASTINGS ELEM	276	258	20	21	0	85	21	992	132	1,740	2,864	390	45	123	558	Y	0	0	0	0	N	0	0	0	5,334.41 (171.84)	DONE
321-045 MILL POND	909	867	20	0	0	98	26	1,341	342	6,151	7,834	0	0	0	0	N	0	0	0	0	N	0	0	0	7,810.78 (470.04)	DONE
321-505 WESTBOROUGH HIGH	1,163	1,121	17	0	0	125	30	1,252	254	5,071	6,577	0	0	0	0	N	0	0	0	0	N	0	0	0	6,849.89 (394.62)	DONE
TOTALS**	3,542	3,378	21	21	0	437	135	5,355	1,077	20,327	26,759	496	59	179	734		0	0	0	0		0	0	0	29,949.52 (1,605.54)	

**Reimbursement amounts may differ due to rounding.

Errors or No Claims

¹ Provision 2 Breakfast Only ² Provision 2 Lunch Only ³ Provision 2 Breakfast and Lunch ⁴ Community Eligibility Provision

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Site Report

Massachusetts Department Of Elementary and Secondary Education Supplement to Claim for Reimbursement National School Lunch, Breakfast, Milk and Snacks Programs

Claim FEB-2019 Claim 1, Rev 0 (PAID) ▼

✓ I have reviewed the number of meals entered and confirm them to be accurate.

Reviewed By: Claudette Barrett, Date: 03/12/2019 03:21:45 PM

Sponsor: *Westborough*

Agreement Number: *14-321*

Claim Month and Year: *February 2019*

School/Meal	Enroll- ment	Avg Daily Att.	Operating Days			Number of Apps		Lunches Served to Students				Breakfasts Served to Students					After School Snacks Served to Students					Special Milk			Reimb. Amt (\$000)	Status
			Lun	Brk	Snk	Free	Redu	Free	Redu	Paid	Total	Free	Redu	Paid	Total	Free	Redu	Paid	Total	All Free	Free	Paid	Total			
321-010 ANNIE E. FALES	364	343	13	14	0	25	4	219	31	1,343	1,593	6	0	0	6	N	0	0	0	0	N	0	0	0	1,337.75 (95.58)	DONE
321-005 ARMSTRONG	424	408	13	14	0	46	7	379	82	1,065	1,526	60	7	33	100	N	0	0	0	0	N	0	0	0	2,042.88 (91.56)	DONE
321-410 GIBBONS MIDDLE SCHOOL	594	574	13	0	0	60	13	561	139	2,336	3,036	0	0	0	0	N	0	0	0	0	N	0	0	0	3,167.72 (182.16)	DONE
321-025 HASTINGS ELEM	520	488	13	14	0	87	17	671	84	1,085	1,840	258	23	95	376	Y	0	0	0	0	N	0	0	0	3,536.09 (110.40)	DONE
321-045 MILL POND	913	864	13	0	0	100	26	889	201	3,879	4,969	0	0	0	0	N	0	0	0	0	N	0	0	0	5,028.13 (298.14)	DONE
321-505 WESTBOROUGH HIGH	1,165	1,095	13	0	0	130	29	1,023	187	3,778	4,988	0	0	0	0	N	0	0	0	0	N	0	0	0	5,400.76 (299.28)	DONE
TOTALS**	3,980	3,772	13	14	0	448	96	3,742	724	13,486	17,952	324	30	128	482		0	0	0	0		0	0	0	20,513.33 (1,077.12)	

**Reimbursement amounts may differ due to rounding.

Errors or No Claims

¹ Provision 2 Breakfast Only ² Provision 2 Lunch Only ³ Provision 2 Breakfast and Lunch ⁴ Community Eligibility Provision

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APPENDIX D

**Westborough Public Schools
Breakfast & Lunch Schedule By School
2018-2019**

Westborough High School

Morning Break: 10:02-10:14

Lunch: 12:10-12:39, 12:39-1:00 and 1:08-1:29

Gibbons Middle School

Lunch: 10:50-11:15, 11:40-12:05 and 12:30-12:55

Mill Pond Elementary

Lunch: 10:32-10:58, 11:17-11:42 and 12:02-12:26

Armstrong Elementary

Breakfast: 8:30-9:00

Lunch: 11:25-11:50, 11:52-12:15, 12:20-12:45, 12:47-1:10

Fales Elementary

Breakfast: 8:30-9:00

Lunch: 11:50-12:10, 12:15-12:35, 12:40-1:03, 1:05-1:30

Hastings Elementary

Breakfast: 8:30-9:00

Lunch: 11:00-11:20, 11:30-11:50, 11:55-12:20, 12:30-12:50

APPENDIX E

WESTBOROUGH FOOD SERVICE STAFFING SCHEDULE AND RATES

				SY 2019-20
School	Position	Sched. Hrs.	Total Hrs.	Rate
H. S.	Manager	7:45-2:45	7	\$24.71
H. S.	Cook	9:00-2:15	5.25	\$20.32
H. S.	Worker	9:00-2:15	5.25	\$17.49
H. S.	Worker	9:15-2:15	4.75	\$14.07
H. S.	Worker	10:00-2:00	4	\$14.07
H. S.	Worker	10:00-2:00	4	\$14.07
Gibbons	Manager	7:30-2:30	7	\$20.68
Gibbons	Preparer	8:00-2:15	6.25	\$20.32
Gibbons	Worker	8:30-1:30	5	\$17.49
Gibbons	Worker	10:00-2:00	4	\$14.07
Mill pond	Manager	7:00-2:00	7	\$25.46
Mill pond	Preparer	7:45-1:30	5.75	\$15.73
Mill pond	Worker	8:15-1:30	5.25	\$14.07
Mill pond	Worker	9:00-1:00	4	\$14.07
Mill pond	Worker	9:00-1:00	4	\$14.93
Mill Pond	Worker	9:00-1:00	4	\$14.07
Armstrong	Manager	8:45-2:00	5.25	\$24.71
Armstrong	Worker	9:30-1:45	4.25	\$14.07
Hastings	Manager	8:30-2:00	5.5	\$21.51
Hastings	Worker	9:30-1:30	4	\$17.49
Fales	Manager	8:45-2:00	5.25	\$25.46
Fales	Preparer	9:30-1:45	4.25	\$19.55
Armstrong	Sub	11:30-1:00	1.5	\$14.07
Hastings	Sub	11:00-1:00	2	\$14.07

APPENDIX F

A LA CARTE LIST

K-3 ELEMENTARY SNACK PRICE LIST

Oven Baked Lays - BBQ, Sour Cream & Onion	\$1.25
Doritos- Cheese or Ranch	\$1.25
Smartfood Delight Popcorn	\$1.25
Cheetos, Crunchy Cheese	\$1.25
Poptarts- Cinnamon or Strawberry	\$1.25
Trix Cereal Bars- 1.42	\$0.75
Cinnamon Toast Crunch Bar	\$0.75
Goldfish	\$0.75
Animal Crackers	\$0.75
Scooby Doo Snacks	\$0.75
Fruit	\$0.50

K-3 ELEMENTARY DRINK PRICE LIST

Water	\$0.75
100% 4 oz Juice; Orange, Apple or Grape	\$0.50
Milk	\$0.50

WHS SNACK PRICE LIST

Baked Lays	\$1.25
Smartfood	\$1.25
Sunchips	\$1.25
Coco Puff Cereal Bar	\$1.25
Cinnamon Toast Crunch Bar	\$1.25
Rice Krispie Treat 1.3oz	\$1.25
Nature Valley Granola Bar	\$1.00
Poptarts	\$1.00
Cheese Its	\$0.75
Chex Mix	\$0.50
Goldfish	\$0.50
Soft Pretzels	\$0.50
Cookies	\$0.50
Greek Yogurt	\$1.75

WHS ICE CREAM PRICE LIST

Assorted Ice Cream Cones	\$1.25
Assorted Ice Cream	\$1.00

WHS DRINKS PRICE LIST

Dasani Water	\$1.25
Polar Seltzer	\$1.50
Polar Owater	\$1.25
Fijji / Core	\$1.75
Switch Assorted Flavors	\$1.25
Milk	\$0.50

ADF - WELLNESS POLICY

PURPOSE AND GOALS

The Westborough School Department recognizes that good nutrition and physical activity are essential for students to maximize their full academic potential, reach their physical and mental potentials, and achieve lifelong health and well-being. A responsible approach to nutrition and physical activity promotes healthy weight maintenance and reduces the risk of many chronic diseases, including asthma, hypertension, heart disease, and Type 2 diabetes.

The School Department has a responsibility to create a school environment that helps students learn and maintain lifelong healthy eating and lifestyle habits. Many factors play a role in achieving a healthy school environment, including foods and beverages available to students while at school, nutrition education, opportunities for physical activity, and other school-based activities designed to promote student wellness.

The School Department recognizes that this Wellness policy is only one portion of our commitment to provide a safe, healthy environment to our students and staff. Other components of this commitment may be found in our policies, programs, curricula and activities dealing with the following issues:

- ___ a safe, clean and psychologically healthful school environment;
- ___ a sequential curriculum in health and physical education;
- ___ a coordinated school nursing services program that includes the implementation of state mandated student screening and monitoring;
- ___ a comprehensive guidance service program.

1. NUTRITIONAL GUIDELINES

1.1. School Meals Program - The school meals program will operate in accordance with the National School Lunch Program standards and applicable Massachusetts and local laws and regulations. Schools will offer varied and nutritious food choices that are consistent with the current U. S. Dietary Guidelines. Menus will be planned with consideration from students, family members, and other school personnel and should take into account students' cultural norms and preferences. Food-pricing strategies and food marketing programs will be designed and used to encourage students to purchase nutritious meals. All school meals will feature a variety of age-appropriate healthy choices that are tasty, attractive, and of high quality. School meals will be prepared in a way that maximizes nutrient density and reduces fat and sodium. Parents and caregivers are encouraged to support a healthy school environment by providing breakfast and a variety of nutritious foods if meals or snacks are sent from the home.

1.2 A la carte and Competitive Foods - Nutrition information for a la carte snacks and beverages offered in snack bars, meal service lines, vending and school stores will be readily available to students, parents and the school community. Nutritious and appealing

APPENDIX G

foods such as fruits, vegetables, low and non-fat dairy products and whole grain products will be available wherever food is sold or offered during the school day.

All a la carte snacks and beverages offered for sale to students during the school day will comply with USDA regulations prohibiting the sale of "foods of minimal nutritional value." Food sales other than

those of the school lunch program will not be allowed during the school day. Sales at the beginning or end of the school day by student activities may be allowed by school administrators if food items meet the nutritional standards in this policy.

A minimum of 20% of a la carte or competitive foods will meet the criteria outlined below; this 20% level represents a required minimum standard. Snack vending machines shall achieve a 60% level. The percentage of foods and beverages meeting these parameters may be increased at any time as the individual school or entire district is prepared to make changes to their a la carte product profile.

Snacks:

No more than 200 total calories per package

No more than 35% calories from fat

No more than 10% calories from saturated fat

No more than 480 mg sodium

No more than 35% sugar by weight

Excludes fruits, vegetables, nuts, seeds, and nut butters

Beverages:

100% fruit and vegetable juice, limited to 12 oz. portion size

Fat-free and 1% milk, 8-16 oz. portion size

Water and flavored water without added sugar; unlimited size

Caffeine free except flavored milk

Carbonated water and carbonated 100% fruit juice with USDA approval

Carbonated beverage vending machines will only be available in the school teachers' rooms or at the High School away from the cafeteria and outside of school hours

It will be the district's goal to increase the minimum percentage over the next three years.

1.3 Eating as a Positive Experience - The district will provide adequate lunch time for students to enjoy eating healthy foods and socializing, scheduled as near the middle of the school day as possible. Recess for elementary grades will be scheduled before lunch when feasible so that students will come to lunch less distracted and ready to eat. School snack periods when possible should not be scheduled within one and one-half hours of

lunch periods. Adequate serving space will be provided and efficient methods of service will be used to ensure students have access to school meals with a minimum amount of waiting time. Adequate seating will be available to accommodate all students served during each meal period. Adequate supervision will be provided in the dining area. The dining area will be clean, orderly and inviting.

1.4 Food Safety - All food service equipment and facilities will meet applicable local and state standards for safe food preparation and handling, sanitation, and workplace safety. In accordance with Section 111 of the Child Nutrition and WIC Reauthorization Act of 2004 (Public Law 108-265), the district will implement a food safety program for the preparation and service of school meals based upon the Hazard Analysis and Critical Control Point (HACCP) principles.

2. NUTRITION EDUCATION

2.1 Classroom - Nutrition education instructional activities will stress the appealing aspects of healthy eating, be participatory, developmentally appropriate, and engage families as partners in their children's education. Nutrition education will be designed to help students learn:

Nutrition knowledge: including but not limited to the benefits of healthy eating, essential nutrients, nutritional deficiencies, principles of healthy weight management, the use and misuse of dietary supplements, and safe food preparation, handling, and storage;

Nutrition related skills: including but not limited to planning a healthy meal, understanding and using food labels, and critically evaluating nutrition information and commercial food advertising; and

Assessment of personal eating habits: setting goals for healthy eating, and planning to achieve those goals.

Nutrition and physical activities lessons will be designed for integration into the curriculum and health education program. Lessons will be based upon the most recent Dietary Guidelines for Americans, the USDA MyPyramid food guidance system, and guidelines from the American Dietetic Association.

The staff responsible for nutrition education will be adequately prepared and participate regularly in professional development activities to effectively deliver an accurate nutrition education program as planned. Activities will provide basic knowledge of nutrition, skill practice in program-specific activities and instructional techniques, and strategies designed to promote healthy eating habits.

2.2 Cafeteria - Attractive and current nutrition education materials will be prominently displayed in dining areas. Nutrition education will be offered in the school dining room as well as in the classroom and other venues, with coordination between the foodservice staff and other educators. School meals will be marketed to appeal to all students who will be encouraged to choose and consume a full meal. Competitive foods (a la carte snacks and beverages) will be marketed to promote healthful choices over less nutrient dense items.

3. PHYSICAL ACTIVITY

3.1 Physical Activity during the School Day - Schools will promote an environment supportive of physical activity. Students will be given opportunities for physical activity such as daily recess periods, physical education (P.E.) classes, walking programs, and the integration of physical activity into the academic curriculum.

3.2 Physical Activity Outside Regular School Hours - Students will be given opportunities for physical activity through a range of programs including intramurals, interscholastic athletics, and physical activity clubs.

3.3 Physical Education Classes - Physical education classes are taught by state certified instructors in an environment where students learn, practice and are assessed on developmentally appropriate motor skills, social skills and knowledge. Physical education will include the instruction of wellness, individual, and cooperative activities to encourage life-long physical activity. Time allotted for physical activity will be consistent with research, current national and state standards, and local curriculum standards.

3.4 Creating a Positive Environment for Physical Activity - All schools in the district will provide a physical and social environment that encourages safe and enjoyable activity for all students, including those who are not athletically inclined. Information will be provided to families to help them incorporate physical activity into their children's lives.

4 OTHER SCHOOL ACTIVITIES - Any food offered under 4.1 or 4.2 should conform to the criteria set forth in Section 1.2.

4.1 Fundraising Activities - The district will encourage non-food items to be sold as part of school-sponsored fundraising activities.

4.2 Healthy Classroom Parties and Celebrations - The district recognizes that classroom parties and celebrations are part of our cultural experiences. When food is offered, school staff and parents are encouraged to include healthy food offerings. When food is offered during the school day, it shall replace a regular snack time so as not to add additional calories to a student's daily intake.

4.3 Alternatives to Food Rewards - Teachers and school staff will not use food or candy as individual reward or punishment, unless authorized by a student's IEP.

5. ROLE OF DISTRICT STAFF

District and food service staff and faculty are encouraged to become full partners in the district's wellness goals. In support of this goal, nutrition and physical activity educational opportunities will be provided to all district and food service staff. These opportunities will address diverse topics related to healthy lifestyles, nutrition and physical activity, and will be provided in the form of educational and informational materials, presentations and workshops. District and food service staff are encouraged to model healthy eating behaviors.

6. POLICY REVIEW AND MONITORING

APPENDIX G

The school principals, working with the local school councils and School Nurse Leader, are responsible for ensuring that local school programs are consistent with this Wellness Policy. Together with the Assistant Superintendent and Director of School Lunch Services, they will ensure that district educational and budgetary goals are designed to optimize the health and well-being of students and fulfill the requirements of Section 204 of The Child Nutrition and WIC Reauthorization Act of 2004 (Public Law 108-265). The School Committee will review this policy one year after adoption and again as needed.

APPENDIX H

WESTBOROUGH PUBLIC SCHOOLS

File: EFD - MEAL CHARGE POLICY

The School Committee is committed to providing students with healthy, nutritious meals each day so they can focus on school work, while also maintaining the financial integrity of meal programs and minimizing any impact on students with meal charges. However, unpaid meal charges place a large financial burden on the school district, as food services is a self-supporting entity within the district. The purpose of this policy is to ensure compliance with federal reporting requirements of the USDA Child Nutrition Program, as well as provide oversight and accountability for the collection of outstanding student meal balances.

The provisions of this policy pertain to regular priced school meals only. The School Committee will provide a regular meal to students who forget or lose their lunch money.

Meal Charges and Balances

Students will pay for meals at the regular rate approved by the School Committee and for their meal status (regular, reduced-price, or free) each day. Payment options will be delineated in student handbooks and provided to parents of incoming students. After the balance reaches zero and enters the negative, students will not be allowed to purchase a la carte items including but not limited to a second entrée, snack, ice cream, or an additional beverage. The student will still be allowed to take a meal, and that meal will continue to be charged to the account at the standard lunch rate based on their meal status. The parent/guardian is responsible for any meal charges incurred. If there is a financial hardship, a parent/guardian should contact food services directly to discuss payment options such as an individualized repayment plan.

Payments

Parents/Guardians are responsible for all meal payments to the food service program. Notices of low or deficit balances will be sent directly to parent/guardians via email or regular postal mail at regular intervals during the school year. At no time shall any staff member give payment notices to students unless that student is known to be an emancipated minor who is fully responsible for themselves or over the age of 18. If parent/guardians have issues with student purchases they should contact food services for assistance.

Parents/Guardians may pay for meals in advance. Further details are available on the school district webpage and in student handbooks. Funds should be maintained in accounts to minimize the possibility that a child may be without meal money on any given day. Any remaining funds for a particular student, whether positive or negative, will be carried over to the next school year.

All school cafeterias possess computerized point of sale/cash register systems that maintain records of all monies deposited and spent for each student and those records are available to parents by setting up an online account (see student handbooks for more details) or by speaking with the school's food service manager. The point of sale system is designed to prevent direct identification of a student's meal status. Parents will receive automated low-balance emails or mailed notices weekly, if applicable. If notices do not result in payment, parents will receive a

APPENDIX H

WESTBOROUGH PUBLIC SCHOOLS

phone call from food services. If the phone call does not result in payment the food service manager shall turn the account over to the business office.

Refunds

Refunds for withdrawn and/or graduating students require a written request (email, postal, or in person) for a refund of any money remaining in their account to be submitted. Graduating students also have the option to transfer funds to a sibling's account or to donate to a student in need with a written request.

Delinquent Accounts/Collections

Failure to maintain up to date accounts may result in a delay of a student's extra-curricular school services, especially those that are fee based. Graduating seniors may lose the ability to participate in certain graduation related activities.

The Superintendent shall ensure that there are appropriate and effective collection procedures and internal controls within the school district's business office that meet the requirements of law.

If a student is without meal money on a consistent basis, the administration may investigate the situation more closely and take further action as needed. If financial hardship exists, parents and families are encouraged to apply for free or reduced price lunches for their child. Each school handbook shall contain detailed instructions for parental assistance.

Policy Communications

This policy shall be communicated to all staff and families at the beginning of each school year and to families transferring to the district during the year.

LEGAL REFS: MGL [71:72](#); USDA School Meal Program Guidelines May 2017

CROSS REFS: [JQ](#), Student Fees, Fines & Charges

SOURCE: MASC February 2018

Approved by Westborough School Committee 5/23/18

APPENDIX I

Massachusetts Department of Elementary & Secondary Education SFA-FSMC Mandatory Contract Language and Unallowable Contract Language

This document consolidates information about the food service management contract document established between a School Food Authority (SFA) and a Food Service Management Company (FSMC) pursuant to the Final Rule for Procurement in the National School Lunch Program and the Management of Donated Foods in Child Nutrition Programs published in the Federal Register on October 31, 2007 and August 8, 2008, respectively. Completion of this document affirms that the SFA and FSMC are in compliance with all program regulations, including procurement standards specified in §210.21, the Healthy Hunger Free Kids Act of 2010 (P.L. 111-296) and the Codes of Conduct and Performance of Employees (2 CFR 200.318(c)(1)).

Contract Document Review Requirements

Though the list identifies certain unallowable SFA-FSMC contract document provisions and mandatory and advisable contract document provisions, it is in no way inclusive of all such provisions. *The State agency (SA) must carefully examine the contract document(s) to ensure that it does not contain other unallowable contract document provisions as well as provisions that are not in the best interest of the SFA.* Careful scrutiny of the contract document(s) is required to ensure that there are no provisions that have the effect of restricting competition.

Contracts and supporting documentation to the contract, including the Request For Proposal (RFP) or Invitation For Bid (IFB), must be reviewed by the SA. Contract renewals, including applicable attachments, are also reviewed. SFA-FSMC contract document(s) are also subject to review by the State Distributing Agency. Failure to obtain MA ESE approval prior to contract execution for contracts, new and extensions, shall result in all expenses deemed unallowable related to the SFA-FSMC contract until MA ESE approval is received.

Instructions

List the page number(s) and accompanying section(s) for each of the required provisions contained in this checklist. Complete the Contract Manager box below. Submit the completed checklist, the unsigned contract/contract renewal and supporting contract documentation by the dates listed below. Forms will be returned if not accurately completed or if sections are blank.

New Contract - This list must be completed by the SFA and submitted with the reviewed document(s) to this Department no later than **April 7, 2017**.

Contract Renewal - if the option for the yearly renewal of a contract is exercised, the SFA must include a new contract language list when submitting the extension agreement to the Office for Food and Nutrition Programs, Massachusetts Department of Elementary and Secondary Education. The list must include notation(s) where changes have occurred. The basis for renewing the contract, as well as the basis for any fee increases or decreases, if applicable, should be noted. Additionally, a new Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions and Certification Regarding Lobbying are required for each renewal period. This list must be completed by the SFA and submitted with the reviewed document(s) to this Department no later than **June 2, 2017**.

Contract Manager

Name & Title:

Telephone #:

e-mail address:

mailing address:

Bid Procedures:

___ Delegated Authority to Contract Manager or other. Please indicate position if other: _____

___ CPO conducted procurement

Supporting Contract Documents (RFP/IFB/Other) Submitted ☐

APPENDIX I

All contracts should require that the FSMC conduct program operations in accordance with 7CFR Parts 210 as amended, 215 as amended, 220 as amended, 225 as amended, 226 as amended, 245 as amended, and 250 as amended as well as other USDA instructions and policies as applicable.

Please check the box below to indicate compliance with Procurement Regulations.

- ☐ **The SFA has adhered to the procurement standards specified in 7 CFR §210.21 in contracting with the food service management company**

Section A - SFA Responsibilities

Indicate the page number(s) and accompanying section(s) of mandatory language.

Page No./Section No.

- ___ 1. **Provisions Under Program Agreement, §210.16(a)(2)**—ensure that the food service operation is in conformance with the SFA's agreement under the program.
- ___ 2. **Signature Authority, §210.16(a)(5)**—retain signature authority on the SA-SFA agreement and related document reports:
- ___ a. free/reduced application process, including hearings and verifying free & reduced meal applications
 - ___ b. SFA's free & reduced price policy statement & agreement
 - ___ c. Monthly claims for reimbursement
 - ___ d. Commodity Order Forms
- ___ 3. **Control of the School Food Service Account and Overall Financial Responsibility §210.16(a)(4)**
- ___ a. retain control of the nonprofit school food service account and overall financial responsibility for the nonprofit food service operation; and
 - ___ b. retain control for the establishment of all prices, including price adjustments, for meals served under the nonprofit school food service account, e.g., pricing for reimbursable meals, a la carte service including vending machines, and adult meals.
 - ___ c. USDA, FNS Guidance for School Food Authorities Contracting with FSMC – If FSMC promises a guarantee to meet fiscal goals specified by the SFA, the SFA must ensure that all conditions and assumptions of a break even be clarified and defined and any guaranteed return promised by the FSMC is defined (using actual numbers) and remains in the non-profit food service account. If the contract contains such guarantees, the contract should also contain language that ensures that the FSMC bears responsibility for failure to meet those goals. "Returns" cannot be contingent upon multi-year contract duration.

APPENDIX I

- ___ ___ 4. **USDA Donated Foods §210.16(a)(6)**
- ___ ___ a. retain title to USDA donated foods; and
- ___ ___ b. ensure that all USDA donated foods made available to the FSMC, including processed USDA donated foods, accrue only to the benefit of the SFA's nonprofit school food service and are fully utilized therein. All refunds received from processors must be retained by the SFA.
- ___ ___ c. method (including frequency) delineating how the FSMC will pass along the full value of USDA donated foods to the SFA.
- ___ ___ 5. **Quality, Extent and General Nature of Food Service §210.16**
- ___ ___ a. provide detailed specifications for each food component or menu item as specified in 7 CFR Part 210, and include these specifications in the IFBs or RFPs. Specifications must cover items such as grade, purchase units, style, condition, weight, ingredients, formulations, and delivery time.
- ___ ___ b. retain control of the quality, extent, and general nature of its food service.
- ___ ___ c. make no payment for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications or do not otherwise meet the requirements of the contract.
- ___ ___ 6. **Health Regulations, §210.16 (a)(7)**—maintain all applicable health certifications and assure that all State and local regulations are being met by a FSMC preparing or serving meals at a SFA facility.
- ___ ___ 7. **Monitoring Responsibilities, §210.16(a)(3)**—monitor the food service operation through periodic on-site visits to ensure the food service is in conformance with program regulations.
- ___ ___ 8. **Use of Advisory Board, §210.16(a)(8)**—establish and maintain an advisory board composed of parents, teachers, and students to assist in menu planning.
- ___ ___ 9. **21-Day Cycle Menu, §210.16(b)(1)**—include a 21-day cycle menu developed in accordance with the meal pattern requirements specified in 7 CFR Part 210.

Section B - FSMC Responsibilities

Indicate the page number(s) and accompanying section(s) of mandatory language.

Page No./Section No.

- ___ ___ 1. **Health Certification, §210.16(c)(2)**—maintain all applicable State and/or local health certification(s) for the duration of the contract for any facility outside the school in which it

APPENDIX I

proposes to prepare meals. The FSMC must meet all applicable State and local health regulations in preparing and serving meals at the SFA facility.

- ___ 2. **21-Day Cycle Menu, §210.16(b)(1)**—adhere to the 21-day cycle menu which was included in the IFB or RFP for the first 21 days of meal service. Changes thereafter may only be made with the approval of the SFA.
- ___ 3. **Provision of Free and Reduced Price Meals, §210.16(a)**—in order to offer a la carte food service, the FSMC must also offer free, reduced price and full price reimbursable meals to all eligible children.
- ___ 4. **USDA Donated Foods, §210.16(a)(6) (per OIG, 7/03)**—to the maximum extent possible, utilize USDA donated foods made available by the SFA. This means the FSMC does not purchase foods that are available as commodities. FSMC will use USDA donated foods solely for the purpose of providing benefits for the SFA's food service operation.
- ___ 5. **Recordkeeping, 7CFR Parts 3016.42; 3019.53 §210.16(c)(1), 250.53 and §210.23(c)**—maintain records to support the SFA's Claim for Reimbursement; make all records available to the SFA upon request; and retain all records for a period of three (3) years after the SFA submits the final Claim for Reimbursement for the fiscal year for inspection and audit by representatives of the SFA, SA, USDA and Comptroller General, at any reasonable time and place. In instances where audit findings have not been resolved, the records must be retained beyond the 3-year period until resolution of the issues raised by the audit.
- ___ 6. **Resource Management (Compliance with Revenue from nonprogram foods) 7CFR §210.14.** For all contracts, including fixed price per meal contracts, awarded on a per meal basis and with revenues from nonprogram foods sales converted into meal equivalents to which the fixed price cost is applied, the FSMC will annually provide information on food costs and revenues, including the food costs for reimbursable meals, food cost for non-program foods, revenue from non-program foods, and total revenue.
- ___ 7. **Reporting, §210.16(c)(1)**—report the claim information to the SFA promptly at the end of each month or more frequently as specified by the SFA.
- ___ 8. **Purchasing, per Federal Register Vol. 72 and OIG 7/03** —All payment discounts, rebates and allowances obtained from vendors must go to the SFA's food services account.
- ___ 9. **Purchasing, per Federal Register Vol. 72 and OIG 7/03** —Charges to the SFA for goods and services should be reasonable and necessary for the operation of the non-profit school foodservice.

Section C - General Terms - All SFA-FSMC Contracts

Indicate the page number(s) and accompanying section(s) of mandatory language.

Page No./Section No.

- ___ 1. **Contract Duration**
 - ___ a. §210.16(d)—contracts must be of a duration no longer than one (1) year.

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- ___ ___ b. §210.16(d)—options for the yearly renewal of a contract may not exceed four (4) additional one-year extensions.
- ___ ___ 2. **Energy Policy and Conservation Act, 7 CFR Part 316.36(i)**
- ___ ___ 3. **Termination Clause, §210.16(d)**—either party may cancel for cause with 60-day notification.
- ___ ___ 4. **Breach of Contract, §210.21, §210.16(b)(2)** —Any invitation to bid or request for proposal indicate that nonperformance subjects the food service management company to specified sanctions in instances where the food service management company violates or breaches contract terms. The school food authority shall indicate these sanctions in the invitation to bid or request for proposal.
- ___ ___ 5. **Nonperformance Sanctions – 7 CFR Part 3016.36(i)**—provisions allowing for administrative, contractual, or legal remedies in instances where the FSMC violates or breaches contract terms, and providing for such sanctions and penalties as may be appropriate.
- ___ ___ 6. **Prohibited Contracts- §210.16(c)**—contracts that permit all income and expenses to accrue to the food service management company and “cost-plus-a-percentage-of-income” contracts are prohibited. Contracts that provide for fixed fees such as those that provide for management fees established on a per meal basis are allowed.

Section D - SFA-FSMC Contracts in Excess of \$2,500 Involving Food

Service Workers Whose Duties are Manual or Physical in Nature

☐ Check (✓) this block if the following provision is not applicable.

Page No./Section No.

___ ___ **Contract Work Hours and Safety Standards Act, 7 CFR Part 3016.36(i)**

Section E - SFA-FSMC Contracts in Excess of \$10,000

☐ Check (✓) this block if the following provisions are not applicable.

Page No./Section No.

___ ___ 1. **Termination Clause - OMB Circular No. A-102, 7 CFR Part 3016.36(i)**

___ ___ 2. **Equal Employment Opportunity - 7 CFR Part 3016.36(i)**

Section F - SFA-FSMC Contracts - \$25,000 or More

☐ Check (✓) this block if the following provision is not applicable.

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Page No./Section No.

— — **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, 2 CFR 200.212** — SFAs are required to ensure that all sub-contractors and sub-grantees are neither excluded nor disqualified under the suspension and debarment rules at 2CFR 200.212 by doing any one of the following: Checking the Excluded Parties List at the System for Award Management www.SAM.gov; Collecting a certification that the entity is neither excluded nor disqualified; Including a clause to this effect in the sub-grant agreement and in any procurement contract expected to equal or exceed \$25,000; Sub-grantee and contractors must obtain a DUNS Number. To obtain a DUNS number, contact Dun and Bradstreet at 1-866-705-5711 or visit <https://eupdate.dnb.com/requestoptions.asp>. There is no charge. A new certification is also required for each renewal period.

Section G - SFA-FSMC Contracts in Excess of \$100,000

☐ Check (✓) this block if the following provision is not applicable.

Page No./Section No.

— — **Certification Regarding Lobbying, 7 CFR Part 3018**—a new certification is also required for each renewal period.

☐ Check (✓) this block if the following provision is not applicable.

Page No./ Section No.

— — **Disclosure of Lobbying Activities, 7 CFR Part 3018**—lobbying activities in connection with school nutrition programs must be disclosed. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis.

☐ Check (✓) this block if the following provision is not applicable.

Page No./ Section No.

— — **Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulations, 7 CFR Part 3016.36(i)**

Section H - SFA-FSMC Contracts Involving Research, Developmental, Experimental and Demonstration Work

☐ Check (✓) this block if the following provision is not applicable.

Page No./Section No.

— — **USDA Rights to Copyrights, Patent Rights and Rights in Data and Reporting of Discoveries and Inventions, 7 CFR Part 3016.36(i)**

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Section I - Required SFA-FSMC Contract Inclusions

All language must be included and identified in the Contract. Exclusions may be subject to State Agency Approval.

Page No./Section No.

- ___ ___ 1. **Compliance with Program Regulations**—requirement that the FSMC conduct program operations in accordance with 7 CFR Parts 210, 215, 220, 225, 226, 245 and 250, and FNS instructions and policy.
- ___ ___ 2. **Special Functions**—method which delineates the cost allocation for special functions conducted outside the nonprofit school food service. The method should demonstrate that labor costs are not being double billed for program meals and special function meals.
- ___ ___ 3. **Fee Structure**
 - ___ ___ a. In a cost-reimbursable contract, requirement for breakdown of administrative and management fees in order to prevent double billing.
 - ___ ___ b. Basis for fee adjustments.
- ___ ___ 4. **Purchasing**
 - ___ ___ a. In a cost-reimbursable contract, if the FSMC makes purchases, the prices charged to the SFA must be reasonable and necessary.
 - ___ ___ b. A provision stating that any silence, absence or omission from the contract document specifications 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.
- ___ ___ 5. **Certification of Independent Price Determination**—certification regarding non-collusion. This certification may be met through the use of the Certification of Independent Price Determination form (Appendix D).
- ___ ___ 6. **Civil Rights Compliance**—assurance that the FSMC will conform with all civil rights requirements applicable to the SFA.
- ___ ___ 7. **Buy American Provision**—compliance with the Buy American provision under 7CFR §210.21(d) and 7CFR §250.23.
- ___ ___ 8. **Claim Liability**
 - ___ ___ a. The FSMC accepts liability caused by FSMC negligence for claims assessed as a result of Federal/State reviews/audits, corresponding with the SFA's period of liability.

APPENDIX I

___ b. The FSMC accepts liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA donated foods.

___ 9. **Location of Records**—all FSMC records pertaining to the SFA should be maintained at the SFA while the contract is in effect, and preferably for the required retention period.

___ 10. **Cost Reimbursement**— If Contract requires SFA to reimburse Company for costs (cost-reimbursable contract), SFA and Company must meet the following requirements from 7CFR §210.21:

___ a. *7CFR §210.21(i)* SFA will pay allowable costs from the nonprofit food service account to Company net of all discounts, rebates and other applicable credits accruing to or received by Company or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to SFA.

___ b. Company must either:

i. *7CFR §210.21(f)(ii)(A)* Separately identify and provide sufficient information to permit the SFA to identify for each cost submitted for payment to SFA the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account), or

ii. *7CFR §210.21(f)(ii)(B)* Exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification.

___ c. *7CFR §210.21(f)(iii)* Company's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget Cost Circulars.

___ d. *7CFR §210.21(iv)* Company has identified the amount of each discount, rebate and other applicable credit on bills and invoices presented to the SFA for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually.

___ e. *7CFR §210.21(v)* Company has identified the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract. Describe the method here:

APPENDIX I

- ___ ___ f. **7 CFR §210.21(vi)** Company must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the SFA, the Massachusetts Department of Elementary & Secondary Education (MDESE), or the U.S. Department of Agriculture.

___ ___ 11. **Nutrition Education**—FSMC responsibility for nutrition education activities, as applicable.

___ ___ 12. **Donation of Foods for Use in the United States §250**

- ___ ___ a. **Crediting for the Value of Donated Foods** In accordance with 7CFR 250.51(a) and (b), contracts must ensure that the FSMC credits the SFA for the value of all donated foods received for use in the SFA's meal service in the school year, on at least an annual basis, through invoice reductions, refunds, discounts, or other means. Such requirement includes crediting for the value of donated foods contained in processed end products if the FSMC, in accordance with its contract, procures such end products on behalf of the SFA, or acts as an intermediary in passing the donated food value in such end products on to the SFA. All forms of crediting must include clear documentation of the value received from the donated foods. In cost-reimbursable contracts, crediting may be performed by disclosure. The SFA must ensure that the FSMC procurement of processed end products is restricted to those processors that have signed processing agreements with the State distributing agency or the SFA in accordance with 7CFR Part 250.
- ___ ___ b. **Donated Food Values Required in Crediting** In accordance with 7CFR 250.51(c), the SFA must ensure that the FSMC uses the donated food values determined by the distributing agency, in accordance with 7CFR 250.58(e), or, if approved by the distributing agency, donated food values determined by an alternate means of the SFA's choosing. The method of determining the donated food values must be included in procurement documents and in the contract, and must result in the determination of actual values. Negotiation of such values is not permitted.
- ___ ___ c. **Use of Donated Foods** In accordance with 7CFR 250.51(d), the FSMC must use all donated ground beef, donated ground pork, and all processed end products, in the SFA's food service, and must use all other donated foods, or commercially purchased foods of the same generic identity, or U.S. origin, and of equal or better quality than the donated foods, in the SFA's food service.
- ___ ___ d. **Storage and Inventory Management** The FSMC must meet the general requirements for the storage and inventory management of donated foods in 7CFR 250.14(b). In accordance with 7CFR 250.52(a), the FSMC may store and inventory donated foods together with foods it has purchased commercially for the SFA's use, unless this is specifically prohibited in its contract. It may store and inventory such foods together with other commercially purchased foods only to the extent that such a system ensures compliance with the requirements for the use of donated foods in 7CFR250.51(d). Additionally, under cost-reimbursable contracts, the FSMC must ensure that its system of inventory management does not result in the SFA being charged for donated foods.

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- ____ e. **Recordkeeping and Review Requirements** The SFA and FSMC must maintain records of receipt of donated foods and processed end products, or crediting for the value of donated foods, and other records relating to donated foods, in accordance with 7CFR 250.54. The SFA must conduct a reconciliation at least annually (and upon termination of the contract) to ensure that the FSMC has credited it for the value of all donated foods received for use in the SFA's food service in the school year including, in accordance with requirements in 7CFR 250.51(a), the value of donated foods contained in processed end products. The FSMC must return all unused donated ground beef, donated ground pork, processed end products and (at the SFA's discretion) return all unused donated foods in accordance with 7CFR 250.52(c) when a contract terminates, is not extended or renewed.
- ____ f. **7CFR §250.53(a)(12)** A statement that extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to donated foods.

APPENDIX I

****Please complete****

National School Lunch Program (NSLP) sponsors vending meals to sponsors in either the Child Adult Care Food Program (CACFP) and/or Summer Food Service Program (SFSP) must annually complete a Food Service Agreement (FSA). The FSA must be signed by the Superintendent of Schools and by an authorized representative of the CACFP or SFSP program.

NSLP sponsors may not claim these vended meals. The CACFP or SFSP sponsor may claim these vended meals and reimburse the NSLP sponsor.

The FSA may be found in the Document and Reference Library of the Security Portal.

Please check one

☐

Meals are or may be vended

☐

Meals will NOT be vended

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Section J - Unallowable SFA-FSMC Contract Document Provisions

The following indicate problem areas that have been identified in SFA-FSMC contract documents. The contract documents must be thoroughly checked, regardless of the procurement method used, to ensure that these areas have not been included, in any form. Indicate with a check mark (✓) in each block that the review of the document(s) indicates that there are no such provisions in the reviewed document(s), unless specified below.

Check (✓) as described above.

- ☐ 1. **Cost Plus a Percentage of Cost/Income**—cost plus a percentage of cost/income to the FSMC, however represented.
- ☐ 2. **Duplicate Fees**—fee structures that permit a FSMC to bill management fees and charge the same costs as cost-reimbursable expenses.
- ☐ 3. **Purchasing**—if the SFA does the purchasing, clauses that limit the selection of vendors to only FSMC-approved vendors.
- ☐ 4. **Acceleration Clause**—provisions (multi-year) that require full payment (e.g., program equipment purchases) if the contract is not renegotiated.
- ☐ 5. **Guaranteed Return**—any "guaranteed return" must remain in the nonprofit food service account. "Returns" cannot be contingent upon multi-year contract duration. "Returns" must be defined using actual numbers.
- ☐ 6. **Delegation of SFA Responsibilities**—FSMC responsibility for any of the functions that must be retained by the SFA.
- ☐ 7. **Automatic Renewal**—provisions which automatically renew the contract.
- ☐ 8. **Processing Contracts**—contract document language that permits the FSMC to subcontract USDA donated foods for further processing.

For the item(s) above not checked (✓), indicate item number(s) with corresponding page number(s) of document(s) where provision(s) appears.

Item Number(s) Page Number(s)

Prepared By: _____ (Print Name) _____ (Print Agency, Title and Date)

APPENDIX I
Certification of Compliance
Codes of Conduct and Performance of Employees

Instruction: The following statement must be signed by a duly authorized representative of the school food authority operating any or all of the following: National School Lunch Program, School Breakfast Program, Child Adult Care Food Program and Summer Food Service Program.

I, _____, as the duly authorized representative of
please print name and initial

_____, do hereby attest that the aforementioned SFA is in compliance
school food authority

with the Codes of Conduct and Performance of Employees as set forth in 2 CFR 200.318(c)(1).

APPENDIX I

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;
- 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 1-866-705-5711 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 by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

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

Organization Name

PR/ Award Number or Project Name

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

Signature(s)

Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

APPENDIX I

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.

APPENDIX J

WESTBOROUGH PUBLIC SCHOOLS FOOD SERVICE PROGRAM FINANCIAL REPORT FISCAL YEAR END 2017 - 2018

REVENUES

Sales	\$ 806,639.00	75.3%
Reimbursements	\$ 265,049.00	24.7%

TOTAL REVENUES

\$ 1,071,688.00 100%

EXPENSES

Labor	\$ 472,779.00
Other Expenses	\$ 588,931.00
National Pass back Rebate	\$ (93,182.00)

TOTAL EXPENSES

\$ 968,528.00

NET PROFIT / LOSS FOR FISCAL YEAR END 2017 - 2018

\$ 103,160.00

NOTATIONS:

MEAL COUNTS

313,569

DAILY AVERAGE SALES

\$ 6,231.00