

Finance Sub-Committee

Date: June 16, 2022
From: Phil Littlehale
Type of Meeting: Monthly Meeting
Time: 10:15 a.m.
Place: **Central Office
Conference Room**

Members:
Brian Callahan, Sarah Hall, Steve Cole
Invited Guests:
Sean Gallagher, Phil Littlehale

Agenda Items

Topic	Presenter	Time allotted
<ul style="list-style-type: none">Review and approval of May Minutes	Phil Littlehale	5 Minutes
<ul style="list-style-type: none">Food Services – Price Increase	Phil Littlehale	10 Minutes
<ul style="list-style-type: none">Food Services - Contract	Phil Littlehale	10 Minutes
<ul style="list-style-type: none">Transfers	Phil Littlehale	15 Minutes
<ul style="list-style-type: none">Other Business	All	10 Minutes

Other Information

**NEWBURYPORT SCHOOL COMMITTEE
FINANCE SUB-COMMITTEE MEETING
Zoom Meeting
Thursday, May 12, 2022**

Meeting Convened at 8:05 AM

Members Present: Sarah Hall, Brian Callahan, Steve Cole (departed at 8:45)

Members Absent: None

Guests Present: Sean Gallagher, Phil Littlehale

CALL TO ORDER:

Meeting called to order at 8:05 AM.

MINUTES

Minutes of the April 14, 2022, meeting were approved.

FUNDRAISING

Discussion on the use of 1st Day School Supplies as a fundraiser. Nock is the only school that uses it. Per Nick Markos:

This is the 3rd year that the Nock has partnered with this group. Last year about 70% of our families purchased supplies through this partnership. The parents go to their website, order the boxes to be delivered to the school (August 1) and we distribute them typically during our orientation or place them in the child's homeroom for the first day of school.

PTO is not involved in this. We use it as a small fundraiser as we receive \$3-4 per box that is sold

The school raised \$691 from the program for this school year.

TRANSFERS

None.

FY23 BUDGET UPDATE

Discussion around reductions to the budget to reflect a 5% increase rather than 6%.

ADJOURNMENT

Meeting was adjourned at 9:00 AM.



Newburyport Public Schools

Office of the Superintendent

70 Low Street, Newburyport, Massachusetts 01950-4087

Memo

To: Finance Sub-Committee

From: Phil Littlehale, Business Manager

Subject: SY 2022-2023 Paid School Lunch Prices/Paid Lunch Equity Requirements

Date: June 15, 2022

It is my recommendation that the paid lunch price be increased by at least \$0.25 at both the elementary/middle school and the high school for SY 2022-2023.

Paid Lunch Equity Requirements

For SY 2022-2023, a School Food Authority (SFA) which, on a weighted average, charged less than the target weighted average price of \$3.31 for paid lunches in SY 2021-2022 are required to adjust their weighted average lunch price or add non-Federal funds to the non-profit school food service account. Newburyport's paid lunch average is \$2.93 which is \$0.38 below the requirement. (Note that data from the first half of SY 2019-2020 was used to calculate the paid lunch average as all lunches served since have been reimbursed at the free lunch rate.)

Using the methodology outlined in Title 7, Subtitle B, Chapter II, Subchapter A, Part 210 National School Lunch Program, Subpart C - Requirements for School Food Authority Participation § 210.14 Resource Management (e) Pricing Paid Lunches, Newburyport's SY 2022-2023 Weighted Average Price Requirement is \$3.11 an increase of \$0.18. Per the regulation, the maximum annual required price increase is \$0.10. However, the regulations do allow an SFA to increase the average paid price by more \$0.10.

Current paid lunch prices are \$2.75 at the elementary/middle school and \$3.00 at the high school. These prices have remained unchanged since at least SY 2015-2016. Prices were last increased by \$0.25 after SY 2012-2013 and before SY 2015-2016.

Thank You.

Cc: Sean Gallagher, Superintendent
Pam Kealey, Director Dining Services, Chartwells

Title 7, Subtitle B, Chapter II, Subchapter A, Part 210 National School Lunch Program, Subpart C - Requirements for School Food Authority Participation

§ 210.14 Resource management (e) Pricing paid lunches

(e) **Pricing paid lunches.** For each school year beginning July 1, 2011, school food authorities shall establish prices for paid lunches in accordance with this paragraph.

(1) **Calculation procedures.** Each school food authority shall:

(i) Determine the average price of paid lunches. The average shall be determined based on the total number of paid lunches claimed for the month of October in the previous school year, at each different price charged by the school food authority.

(ii) Calculate the difference between the per meal Federal reimbursement for paid and free lunches received by the school food authority in the previous school year (*i.e.*, the reimbursement difference);

(iii) Compare the average price of a paid lunch under [paragraph \(e\)\(1\)\(i\)](#) of this section to the difference between reimbursement rates under [paragraph \(e\)\(1\)\(ii\)](#) of this section.

(2) **Average paid lunch price is equal to/greater than the reimbursement difference.** When the average paid lunch price from the prior school year is equal to or greater than the difference in reimbursement rates as determined in [paragraph \(e\)\(1\)\(iii\)](#) of this section, the school food authority shall establish an average paid lunch price for the current school year that is not less than the difference identified in [\(e\)\(1\)\(iii\)](#) of this section; except that, the school food authority may use the procedure in [paragraph \(e\)\(4\)\(ii\)](#) of this section when establishing prices of paid lunches.

(3) **Average lunch price is lower than the reimbursement difference.** When the average price from the prior school year is lower than the difference in reimbursement rates as determined in [paragraph \(e\)\(1\)\(iii\)](#) of this section, the school food authority shall establish an average price for the current school year that is not less than the average price charged in the previous school year as adjusted by a percentage equal to the sum obtained by adding:

(i) 2 percent; and

(ii) The percentage change in the Consumers Price Index for All Urban Consumers used to increase the Federal reimbursement rate under section 11 of the Act for the most recent school year for which data are available. The percentage to be used is found in the annual notice published in the Federal Register announcing the national average payment rates, from the prior year.

(4) **Price Adjustments.**

(i) **Maximum required price increase.** The maximum annual average price increase required under this paragraph shall not exceed ten cents.

(ii) **Rounding of paid lunch prices.** Any school food authority may round the adjusted price of the paid lunches down to the nearest five cents.

(iii) **Optional price increases.** A school food authority may increase the average price by more than ten cents.



Newburyport Public Schools

Office of the Superintendent

70 Low Street, Newburyport, Massachusetts 01950-4087

Memo

To: Sean Gallagher

From: Steve Bergholm, Lisa Furlong, Phil Littlehale,

Subject: Awarding of the Food service Contract

Date: June 9, 2022

Based on our review of the proposals submitted by Chartwells, FreshPicks and Whitsons, we have determined that the contract will be awarded to Chartwells.

Chartwells scored highest in both the Minimum and Comparative Criteria:

	Whitsons	Chartwells	Fresh Picks	Max Score
MINIMUM EVALUATION CRITERIA	24	27	23	27
COMPARATIVE EVALUATION CRITERIA	44	59	55	60

Chartwells is the only bidder to guarantee a no cost program to the district:

	Whitsons	Chartwells	Fresh Picks
FINANCIAL GUARANTEE	Work together to ensure a financially sound food service program: \$3,518 in proposal.	Guaranteed Surplus - No Cost program: \$1 In proposal	Guarantee variance of revenues to expenses in financial proposal: (\$64,668)

Whitsons' financial proposal does show a projected surplus of \$3,518 but that is based on the assumptions used. Their proposal forecasts meal counts that are 18% and 15% higher than Chartwells and Fresh Picks.

MEAL COUNTS	Whitsons	FreshPick	Chartwells	Whitsons		Whitsons	
				Var Chartwells		Var Fresh Picks	
Paid Meals	157,126	130,738	116,881	40,245	34.4%	26,388	20.2%
Reduced Meals	5,684	5,272	5,674	10	0.2%	412	7.8%
Free Meals	37,850	34,324	33,681	4,169	12.4%	3,526	10.3%
Equivalent Meals	46,223	43,402	52,574	(6,351)	-12.1%	2,821	6.5%
TOTAL MEALS	246,883	213,736	208,810	38,073	18.2%	33,147	15.5%



NEWBURYPORT PUBLIC SCHOOLS

70 LOW STREET

NEWBURYPORT, MASSACHUSETTS 01950-4086

OFFICE OF THE SUPERINTENDENT
SEAN T. GALLAGHER, SUPERINTENDENT

TELEPHONE 978.465.4456
FAX 978.462.3495

June 13, 2022

Belinda Oakley
CEO
Compass Group/Chartwells Division
2 International Drive
Rye, New York 01573

RE: Newburyport Public School District - Operation and Management of the School Food Service Program - Notice of Intent to Award

Dear Ms. Oakley:

The Newburyport Public School District is pleased to issue this letter as a 'Notice of Intent to Award a Contract' to your company for the purpose of providing food service management services in accordance with the above reference request for proposals.

Please send the contract documents to my attention. Should you have any questions, please feel free to contact me.

Sincerely,

Philip A. Littlehale
Business Manager

cc: Sean Gallagher, Superintendent Newburyport Public School District
Scott Valentino, District Manager, Chartwells
Pam Kealey, Director Dining Services, Chartwells

The Newburyport Public School District

Request for Proposals

Operation and Management of the School Food Service Program

July 1, 2022 - June 30, 2023

With 4 additional 1year amendments

May 2, 2022

Proposals Due:

Monday, May 23, 2022 2:00 PM

***Late Proposals will be Rejected**

Philip A. Littlehale
School Business Manager
The Newburyport Public School District
70 Low Street
Newburyport, MA 01950
978-465-4456 ext. 2012

This request for proposal (RFP) invites firm specifications and price proposals for consideration by the Newburyport Public School District for the operation and management of the school food service program. Sealed proposals must be prepared in strict accordance with the instructions and requirements contained in this RFP.

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 in written form to:

Philip A. Littlehale
plittlehale@newburyport.k12.ma.us

Submission of Proposals:

- A. Proposals shall be submitted on the forms provided by The Newburyport Public School District**
- B. Clarifications or interpretation must be made in writing to Philip A. Littlehale, plittlehale@newburyport.k12.ma.us, prior to the submission of a proposal.**
- C. Sealed "PRICE" and "NON-PRICE" proposals shall be submitted separately. Each FSMC shall submit three (3) copies of their "NON-PRICE" and one (1) original of their "PRICE" proposal. Each proposal shall be clearly identified.**

Bids will be received until 2:00 PM, on Monday, May 23, 2022, at the Office of the School Business Manager, 70 Low St, Newburyport, MA 01950 Attn: Philip A. Littlehale.

Pre-Bid Conference and Tour

A pre-bid conference and site visit will take place on Friday, May 12, 2022, at 1:00 PM, at the office of Philip A. Littlehale, Business Manager, 70 Low St, Newburyport, MA 01950. A tour of the food service facility will follow.

The Newburyport Public School District reserves the right to waive any informality or irregularities in 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 Newburyport Public School District is an Equal Opportunity-Affirmative Action Employer.

1. PURPOSE

The purpose of this request is to provide for the operation and management of the school food service program. The Food Service Management Company (FSMC) will assume responsibility for the efficient management of the program including, but not limited to, the following:

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

The organization or individual responding to this request will be hereinafter referred to as the “FSMC” and the contract will be between the FSMC and The Newburyport Public School District.

2. 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.

3. PRICES and # SERVING DAYS

The proposed prices for the 2022-2023 school year, pending The Newburyport Public School District’s School Committee approval, are as follows:

Elementary Lunch	Pattern Meal	\$2.75
Middle School Lunch	Pattern Meal	\$3.00
High School Lunch	Pattern Meal	\$3.00
Breakfast (All Schools)		\$1.75
Teachers/Staff Lunch	Includes Tax	\$3.75
Teacher/Staff Breakfast	Includes Tax	\$2.75
Milk		\$.60

The number of serving days for 2022-2023 is 180 days. There will be no lunch on approximately 6 of those days. Breakfast will be for all days.

4. CALENDAR AND PROJECTED ENROLLMENTS

A copy of the School Calendar for the 2022-2023 school year is in

Schedule A.

5. SUBMISSION OF PROPOSALS

- A. Proposals shall be submitted on the forms provided by The Newburyport Public School District.
- B. Clarification or interpretation must be made in writing to Philip A. Littlehale, plittlehale@newburyport.k12.ma.us, at least 1 week prior to submission of a proposal. Questions should be submitted no later than Monday, May 16, 2022 by email. All responses will be shared with all bidders.
- C. Sealed "PRICE" and "NON-PRICE" proposals shall be submitted separately. Each FSMC shall submit three (3) copies of their "NON-PRICE" and one (1) original of their "PRICE" proposal. Each proposal shall be clearly identified.
- D. No proposal including a cost-plus-a-percentage-of-cost and/or cost-plus-a-Percentage-of-income type contract will be accepted as per 7 CFR 210.16(c)

6. REJECTION OF PROPOSALS

The Newburyport Public School District 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 Newburyport Public School District. Any proposal received after the time and date specified will not be considered.

7. ACCEPTANCE OF PROPOSALS AND AWARDS

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

Regardless of the comparative criteria used in evaluating proposals cost/price will be the primary evaluation factor.

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

8. MENU CYCLE

The FSMC will submit with the proposal a twenty-one (21) day cycle menu and a Daily Menu Pattern. 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 Newburyport Public School District and the FSMC. However, the menu standard, as presented in the first twenty-one (21) day menu and Daily Menu Pattern, must be maintained as to type and quality of meal service. The Daily Menu Pattern should clearly indicate the number and type of choices and offerings that will be offered at all grade levels. In addition, the Daily Menu must meet the current Federal Guidelines for the National School Lunch Program (NSLP).

9. PURCHASE SPECIFICATIONS

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

Food and Nutrition Standards

National School Lunch Program

Food Group	Current Requirements K-12
Fruits and Vegetables	<ul style="list-style-type: none"> • $\frac{3}{4}$ - 1 cup of vegetables plus • $\frac{1}{2}$ - 1 cup of fruit per day <p><i>Note: Students are allowed to select $\frac{1}{2}$ cup fruit or vegetable under OVS.</i></p>
Vegetables	<p>Weekly requirement for:</p> <ul style="list-style-type: none"> • dark green • red/orange • beans/peas (legumes) • starchy • other (as defined in 2010 Dietary Guidelines)
Meat/Meat Alternative (M/MA)	<p>Daily minimum and weekly ranges:</p> <ul style="list-style-type: none"> • Grades K-5: 1 oz eq. min. daily (8-10 oz weekly) • Grades 6-8: 1 oz eq. min. daily (9-10 oz. weekly) • Grades 9-12: 2 oz. eq. min. daily (10-12 oz. weekly)
Grains	<p>Daily minimum and weekly ranges:</p> <ul style="list-style-type: none"> • Grades K-5: 1 oz. eq. min. daily (8-9 oz. weekly) • Grades 6-8: 1 oz. eq. min. daily (8-10 oz. weekly) • Grades 9-12: 2 oz. eq. min. daily (10-12 oz.
Whole Grains	<p>At least half of the grains must be whole grain-rich beginning July 1, 2012.</p> <ul style="list-style-type: none"> • Beginning July 1, 2014, all grains must be whole grain rich.
Milk	<p>1 cup</p> <ul style="list-style-type: none"> • Must be fat-free (unflavored/flavored) or 1% low fat (unflavored)

National School Breakfast Program

Food Group	Current Requirements K-12
Fruit	<p>1 cup per day (vegetable substitution allowed)</p> <p><i>Note: Quantity required SY 2014-15. Students are allowed to select ½ cup of fruit under OVS.</i></p>
Grains and Meat/Meat Alternative (M/MA)	<p>Daily min. and weekly ranges for grains: Grades K-5: 1 oz. eq. min. daily (7-10 oz. weekly) Grades 6-8: 1 oz. eq. min. daily (8-10 oz. weekly) Grades 9-12: 1 oz. eq. min. daily (9-10 oz. weekly)</p> <p><i>Note: Quantity required SY 2013-14. Schools may substitute M/MA for grains after the minimum daily grains requirements are met.</i></p>
Whole Grains	<p>At least half of the grains must be whole grain-rich beginning July 1, 2013. Beginning July 1, 2014, all grains must be whole grain rich.</p>
Milk	<p>1 cup Must be fat-free (unflavored/flavored) or 1% low fat (unflavored)</p>

Nutrient Standards effective January 2012.

Nutrient Standards	New Standards K - 12
<p>Sodium Reduce, not set targets</p>	<p>Target I: SY 2014 - 15 Lunch: ≤1230mg (K-5); ≤1360mg (6-8); ≤1420mg (9-12) Breakfast: ≤540mg (K-5); ≤600mg (6-8); ≤640mg (9-12) Target2: SY 2017 - 18 Lunch: ≤935mg (K-5), ≤1035mg (6-8); ≤1080mg (9-12) Breakfast: ≤485mg (K-5); ≤535mg (6-8); ≤570mg (9-12) Final target: 2022 - 23 Lunch: ≤640mg (K-5); ≤710mg (6-8); ≤740mg (9-12) Breakfast: ≤430mg (K-5); ≤470mg (6-8); ≤500mg (9-12)</p>
<p>Calories (min. only) <i>Traditional Menu Planning</i> Lunch: 633 (grades K-3) 785 (grades 4-12) 825 (optional grades 7-12) Breakfast: 554 (grades K-12) <i>Enhanced Menu Planning</i> Lunch: 664 (grades K-6) 825 (grades 7-12) 633 (optional grades K-3) Breakfast: 554 (grades K-12) 774 (optional grades 7-12) <i>Nutrient Based Menu Planning</i> Lunch: 664 (grades K-6) 825 (grades 7-12) 633 (optional grades K-3) Breakfast: 554 (grades K-12) 618 (optional grades 7-12)</p>	<p>Calorie Ranges (min. & max.) <i>Only food-based menu planning allowed</i> Lunch: 550-650 (grades K-5) 600-700 (grades 6-8) 750-850 (grades 9-12) Breakfast: 350-500 (grades K-5) 400-550 (grades 6-8) 450-600 (grades 9-12)</p>
<p>Saturated Fat <10% of total calories</p>	<p>Saturated Fat: <10% of total calories</p>
<p>Trans Fat: no limit</p>	<p>New specification: zero grams per serving (nutrition label)</p>

10. PROVISIONS UNDER PROGRAM AGREEMENT & 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 Parts 210, 215, 220, 225, 226, 245 and 250 and FNS instructions and policy, including Civil Rights compliance.
- B. The Newburyport Public School District shall furnish all necessary Capital Equipment to operate the food service program. At the time of contract signing, an itemized inventory (to be certified by representatives of both parties) of all items will be furnished by The Newburyport Public School District, including miscellaneous kitchen items.

No alterations, changes, or improvements shall be made to the areas granted to the FSMC without obtaining prior written permission of The Newburyport Public School District.
- C. The Newburyport Public School District shall monitor the food service operation through periodic on-site visits to ensure the food service is in conformance with program regulations.
- D. The Newburyport Public School District shall be responsible for repairs to all equipment, permanent fixtures such as faucets, lights, sewers, air conditioning, heating and all other electrical 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 maintenance for the food service program. Any repairs estimated to be greater than \$100.00 must receive The Newburyport Public School Districts approval prior to repair.
- F. Upon termination of the contract, the FSMC will surrender to The Newburyport Public School District 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 Newburyport Public School District 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.

The FSMC will provide The Newburyport Public School District with a planned equipment upgrade for budget purposes in the month of October preceding the start of The Newburyport Public School District's next fiscal

year. Such equipment upgrade will be subject to buy-back protection in favor of the FSMC. The Newburyport Public School District will pay vendors directly for all maintenance and repairs of equipment owned by The Newburyport Public School District or purchased on behalf of The Newburyport Public School District by the FSMC.

- G. The Newburyport Public School District shall have unlimited access to all areas used by the FSMC for purposes of inspections and audits.
- H. The FSMC shall adhere to all applicable Pure Food Laws, and all related regulations prescribed by local, state or federal governments. The FSMC will comply with the rules and regulations as established by The Newburyport Public School District and with State and/or County laws, etc., and maintain all applicable health certifications and assure that all State and local regulations are met.
- I. 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 Newburyport Public School District, 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 Newburyport Public School District for cleanliness and courtesy.
- J. The FSMC Director shall supervise The Newburyport Public School District employees.
- K. 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.
- L. The FSMC shall declare the use of vendor rebates, bill-backs, volume discounts and credits in all Profit and Loss Statements.
- M. All activities that would constitute a violation of Mass. General Laws, Ch. 268A are prohibited.
- N. The FSMC will provide The Newburyport Public School District with Monthly Statements of Financial Status, Student and Adult Participation, and Federal and State Reimbursement.
- O. The FSMC shall retain control of the quality, extent, and general nature of its food service.
- P. The FSMC shall provide The Newburyport Public School District with a detailed policy of how the FSMC will notify Parents and Staff of meal offerings and will establish a Committee composed of parents, teachers and students to assist in menu planning.

- Q. 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.
- R. The Food Service Management Company (FSMC) shall maintain records at the School Food Authority (SFA) to support all allowable expenses appearing on the monthly statement. These records shall be kept in an orderly fashion according to expense categories. These records shall be kept in an orderly fashion according to expense categories. Records shall be made available to the SFA upon request and retained in accordance with 7 CFR 210.23(c). 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 SFA. These credits must appear on the monthly billing statement.

In addition, if the FSMC charges the SFA 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 SFA must pay for these costs from non-food service funds. All FSMC allowable costs must be listed on page 35, Other Expenses form provided in this proposal and must be in compliance with the applicable Departmental and Program regulations and Office of Management and Budget Cost Circulars.

- S. 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.
- T. 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).
- U. The FSMC may not include any overly responsive items from their proposal and the SFA will reject any bids that contain these proposed items.
- V. The FSMC must offer free, reduced and full price reimbursable meals to all eligible children.
- W. The FSMC accepts liability caused by the FSMC's negligence for claims assessed as a result of Federal/State reviews/audits, corresponding to the

SFA's period of liability.

11. 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 \$3,000,000 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.

12. 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 that, if selected as the successful FSMC and upon award of the contract, a Performance Bond will be issued in the amount of \$250,000 in a form acceptable to The Newburyport Public School District.
- B. Submit with the "PRICE" proposal a Bid Bond equal to 5 percent (5%) of the projected annual operating costs.
- C. 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).
- D. The FSMC shall submit the performance security to The Newburyport Public School District within ten (10) days of notification of award of program operations. Such performance security shall be maintained for the term of the contract.
- E. The Newburyport Public School District shall be named an additional insured on all required insurance policies.
- F. The contract for insurance shall provide for notice to The Newburyport Public School District 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 and has not been debarred from doing business in the State of Massachusetts.
- H. The FSMC must disclose lobbying activities in connection with school nutrition programs. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis.

13. SCOPE AND PURPOSE

- A. The Newburyport Public School District 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 Newburyport Public School District from the food service program shall remain in the program. The FSMC shall be an independent contractor and not an employee of The Newburyport Public School District nor are the employees of the FSMC employees of The Newburyport Public School District.
- D. 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 Newburyport Public School District will assist in promoting the use of the FSMC's services beyond breakfast and lunch in order to improve the financial solvency of The Newburyport Public School District's Food Service Program.
- E. The food service provided shall be operated and maintained as a benefit to The Newburyport Public School District students, faculty and staff and not as a source of profit to the FSMC.
- F. The Newburyport Public School District shall be legally responsible for the conduct of the food service program, 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.
- G. The FSMC shall promote nutrition-health education as required by the local, County, State, or Federal Governments.
- H. 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.

14. FREE AND REDUCED MEAL POLICY

- A. The written policy of The Newburyport Public School District 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 Newburyport Public School District office.
- B. The Newburyport Public School District, in cooperation with the FSMC, shall

be responsible for the implementation of this policy, including free/reduced application process, hearings and verifying free & reduced meal applications, free & reduced price policy statement and agreement, monthly claim forms for reimbursement and commodity order forms.

- C. Meals shall be served and proper accurate pupil participation records shall be maintained by the FSMC, and submitted monthly to the School Administration. These records must be maintained for six (6) years from the end of the contract to meet the Commonwealth of MA record keeping requirements.
- D. In accordance with 7 CFR 210.16(a)(5) the SFA shall retain signature authority on the State agency-school food authority agreement, free and reduced price policy statement, and claims.

15. 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. Please see additional specifications for school breakfast and lunch for 2012 and successive years. The a la carte program must follow the MA guidelines for nutrition standards for Healthy Students Healthy Schools for competitive foods and beverages.
- B. The FSMC may offer a choice of reimbursable menu pattern meals, subject to approval of The Newburyport Public School District.
- 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 Newburyport Public School District facilities for the preparation of food to be served.
- F. All a la carte items and prices shall be established by The Newburyport Public School District based on the recommendation of the FSMC.
- G. The FSMC shall sell on the premise only those foods and beverages authorized by The Newburyport Public School District and only at the times and places designated by The Newburyport Public School District.
- H. Neither the Newburyport Public School District 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 Newburyport Public School District's

Wellness Committee to design menu offerings that are low in fat content, nutritious, and promote participation in the school lunch program.

- J. The SFA shall establish an advisory board composed of parents, teachers, and Students to assist in menu planning in accordance with 7 CFR 210.16(a)(8)

16. 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 Newburyport Public School District.
- C. The FSMC must submit:
 - Twenty-one (21) Day cycle menu for high, middle and elementary school
 - Daily Menu Pattern for high, middle and elementary schools
 - Proposed service line a la carte - items must be 105 CMR 225.000
 - Proposed vending items - items must be 105 CMR 225.000
 - Catering menu
 - Marketing Program
 - Demonstrate the use of local farms/produce
 - The FSMC must demonstrate and provide evidence how they will assist the SFA in the implementation of 105 CMR 225.000 – revised 2010 Dietary Guidelines for Americans nutrition standards for the competitive foods and beverages sold or provided in public schools.

17. FEDERALLY DONATED COMMODITIES

- A. Contract Requirements and Procurement
 - 1. 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. Records should be maintained at the SFA while the contract is in effect. The foods will be made available to the FSMC and be used to the maximum extent possible. The SFA will retain title to USDA donated foods, including processed USDA donated foods, accrued only for the benefit of the nonprofit school food service and fully utilized. All refunds received from processors must be retained by the SFA.
 - 2. The food service management company will provide the following

services in relation to commodity foods:

- a. Preparing and serving meals
- b. Ordering or selection of donated foods, in coordination with the recipient agency in accordance with 7 CFR 250.52
- c. Storage and inventory management of donated foods in accordance with 7 CFR 250.52
- d. 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
- e. Any activities relating to donated foods that the FSMC will be responsible for, in accordance with 7 CFR 250.50(d), and assurance that such activities will be performed in accordance with the applicable requirements in 7 CFR 250

B. Crediting for, and use of, donated foods

3. The food service management company 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).
 - a. Including the value of donated foods contained in processed end products if the food service management company's contract requires the food service management company 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.
4. The food service management company will credit for donated foods by disclosure, i.e., the food service management company 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 food service management company shall only bill the recipient agency for net allowable costs.
 - a. The food service management company 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
 - b. 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

5. The food service management company must meet the general requirements in 7 CFR 250.14(b) for the storage and inventory management of donated foods. Additionally, the food service management company must ensure that its system of inventory management does not result in the recipient agency being charged for donated foods.
 6. If the contract terminates, and is not extended or renewed, the food service management company must return all unused donated foods, including but not limited to ground beef, ground pork, and processed end products to the recipient agency.
 7. The recipient agency must ensure that the food service management company 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 food service management company shall cooperate in this endeavor.
- D. Required contract provisions that must also be included in the request for proposal
8. A statement that the food service management company 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).
 9. 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.
 10. The food service management company 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.
 11. The food service management company 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.
 12. The food service management company will ensure the recipient agency that the food service management company will not itself enter into the processing agreement with the processor required in subpart C of 7 CFR 250.

13. 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 food service management company's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods.
14. 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.
15. Extensions or renewals of the contract, if applicable, are contingent upon fulfillment of all contract provisions relating to donated foods.
16. The FSMC accepts liability for any negligence on its part that results in any loss, of improper use of, or damage to UDSA donated foods.

18. 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 Newburyport Public School District.
- C. All payment discounts, rebates and allowances obtained from vendors must go to the SFA's food services account.
- D. 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.
- F. The FSMC shall honor any existing contracts if advantageous to The Newburyport Public School District.
- G. The FSMC must identify the method by which it will report discounts, rebates, and other applicable credits allocable to the contract that are not reported prior to the conclusion of the contract.

- H. The FSMC must maintain documentation of costs and discounts, rebates and other allocable credits, and must furnish such documentation upon request to the SFA, the State agency, or Department.
- I. The FSMC will be in compliance with the Buy American provision under 7 CRF 210.21 (d) and 7 CFR 250.23.

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires schools participating in the National School Breakfast and Lunch Programs in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or product for use in the meals served under these programs. The legislation defines "domestic commodity or product" as one that is produced in the United States and is processed in the United States substantially using agricultural commodities that are produced in the United States.

"Substantially" means that over 51 % of the final processed product consists of agricultural commodities that were grown domestically. These provisions apply to all funds in the food service account and not just federal reimbursements.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of 2 day (s) in advance of delivery. The request must include the:

- a) Alternative substitute (s) that are domestic and meet the required specifications:
 - i) Price of the domestic food alternative substitute (s); and
 - ii) Availability of the domestic alternative substitute (s) in relation to the quantity ordered.
- b) Reason for exception: limited/lack of availability or price (include price):
 - iii) Price of the domestic food product; and
 - iv) Price of the non-domestic product that meets the required specification of the domestic product.

- J. Charges to the SFA for goods and services should be reasonable and necessary for the operation of the non-profit school foodservice.

19. USE OF FACILITIES

- A. The Newburyport Public School District 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 Newburyport Public School District 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 Newburyport Public School District may request of the FSMC additional food service programs however, The Newburyport Public School District reserves the right, at its sole discretion, to sell or dispense any food or beverage before or after The Newburyport Public School District'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 Newburyport Public School District will assist in promoting the use of the FSMC's services beyond breakfast and lunch in order to improve the financial solvency of The Newburyport Public School District's Food Service Program.
- D. If the Newburyport Public School District uses the facilities for extracurricular activities before or after The Newburyport Public School District regularly scheduled meal periods, The Newburyport Public School District 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 Newburyport Public School District regularly scheduled meal periods, the contract provisions for the Cafeteria Workers Union must be adhered to, if applicable.
- F. The FSMC will comply with Energy Policy and Conservation Act, 7 CFR Part 316.36 (i).

20. 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 Newburyport Public School District.
- D. The Newburyport Public School District 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 Newburyport Public School District shall remain on the premises of The Newburyport Public School District.
- F. The Newburyport Public School District shall not be responsible for loss or damage to equipment owned by the FSMC and located on The Newburyport Public School District'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 Newburyport Public School District of any equipment belonging to the FSMC on The Newburyport Public School District's premises within ten (10) days of its placement.
- H. The Newburyport Public School District shall provide any and all vehicles required for the operation of the food service program. The Newburyport Public School District shall be responsible for the operating costs (gas, oil, maintenance, insurance, registration, etc. for said vehicle(s).

21. SANITATION

- A. The FSMC shall oversee the placement of garbage and trash in designated areas.
- B. The Newburyport Public School District 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, 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 Newburyport Public School District and comply with all applicable laws, ordinances, regulations and rules of Federal, State and local authorities.
- E. The Newburyport Public School District shall be responsible for professionally cleaning of ducts and hoods above the filter line with documentation 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 Newburyport Public School District shall be responsible for the cleaning of all tables and chairs in the dining areas.

- H. The FSMC shall assure The Newburyport Public School District that all schools will have at least one "ServeSafe" certified employee at each site during normal operation. Certification costs will be a cost of operations.

22. EMPLOYEES

The FSMC shall be responsible for their employees, and The Newburyport Public School District will be responsible for their employees, in cooperation with the FSMC. All System employees (indicated on the enclosed labor schedule) are currently on the school district payroll and are supervised by 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 Newburyport Public School District.
- G. The Food Service Director employed by the FSMC shall have a minimum of five (5) years' experience working in a health, restaurant or education setting.
- H. The FSMC shall provide The Newburyport Public School District with a list of its personnel policies.
- I. The Newburyport Public School District 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 Newburyport Public School District. Such removal shall not be in violation of any applicable local, state, or federal laws, rules, or regulations.
- J. Staffing patterns shall be determined by the FSMC after consultation and approval of The Newburyport Public School District.

- K. The FSMC shall provide The Newburyport Public School District 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.
- L. The Newburyport Public School District shall provide sanitary toilet facilities for the employees of the FSMC.
- M. All personnel assigned to each school shall be instructed by The Newburyport Public School District on the use of all emergency valves, switches and fire and safety devices in the kitchen and cafeteria areas.
- N. If applicable, The Newburyport Public School District will maintain an adequate staff of service personnel at all schools. This will include the use of substitute personnel when and where necessary.
- O. The Newburyport Public School District will conduct criminal reference checks (CORI) on all its food service personnel. All personnel employed by the FSMC will have an approved criminal reference check performed by The Newburyport Public School District.
- P. The FSMC must provide a complete description, as well as all related employee costs, for all FSMC employee benefits that will be provided.
- Q. The School Business Administrator for The Newburyport Public School District is the primary contact with the FSMC for personnel changes and/or issues related to the Food Service Program.
- R. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- S. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week

of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

23. EMERGENCY CLOSING

The Newburyport Public School District shall notify the FSMC of any prolonged interruption in utilities of which it has knowledge.

24. LICENSES, FEES, TAXES

- A. The SFA 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. Client to provide to all vendors
- B. The FSMC shall obtain and post all applicable health permits for The Newburyport Public School District'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 Newburyport Public School District 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.

25. INCOME REIMBURSEMENT

- A. The FSMC shall receive all income from the program(s) and deposit it into The Newburyport Public School District's cafeteria Fund accounts.
- B. If reimbursement is denied as a direct result of failure of the FSMC to comply with the provisions of this contract, the FSMC shall assume responsibility for the amount denied.

26. FINANCIAL ACCOUNTING, BOOKS, AND RECORDS

- A. The FSMC shall bill The Newburyport Public School District for the estimated direct costs of operation incurred at the close of each month of program operation.
- B. The Newburyport Public School District 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.
- C. The FSMC shall maintain such records (supported by invoices, receipts, or other evidence) as The Newburyport Public School District will need to meet monthly reporting responsibilities and shall submit monthly operating statements no later than the fifteenth (15) calendar day succeeding the month in which services were rendered; participation records shall be submitted 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 Newburyport Public School District with monthly and an annual statement. The FSMC will expense only allowable expenses to The Newburyport Public School District.
- G. The Newburyport Public School District 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 Newburyport Public School District with an annual operations report as part of its end of the year.
- I. Books and records of the FSMC pertaining to the school food service operations shall be available to The Newburyport Public School District 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 District 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 \$4.1125 plus commodity entitlement of .26 for a total equivalent of \$4.3725 for the 2021 – 2022 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. All a La Carte menu items offered by the FSMC shall comply with the Mass. School Nutrition Standards for Competitive Foods and Beverages during school year 2022-2023 and throughout the contract cycle.

27. 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, 2022 and terminate on June 30, 2023.

- A. The contract may be extended by The Newburyport Public School District 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 Newburyport Public Schools.
- B. The Newburyport Public School District or the FSMC may terminate the contract, with or without cause, by giving sixty (60) days written notice, except: If the FSMC makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of FSMC insolvency. 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 Newburyport Public School District persistently or repeatedly refuses or fails to grant or take appropriate action without prejudice and with seven (7) day written notice, terminate the contract.
- I. Neither the FSMC nor The Newburyport Public School District 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 Newburyport Public School District, and which, by the exercise of due diligence, it is unable to prevent.

28. 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 Newburyport Public School District 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. If FSMC promises a guarantee to meet fiscal goals specified by the SFA, the SFA will 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. The FSMC bears responsibility to state the conditions that would prohibit them from reaching their guaranteed goal. Returns cannot be contingent upon multi-year contract duration.
- C. In preparing their "PRICE" proposals, the FSMC should state its capabilities and approach to operating a "break-even" program and they must indicate any conditions, qualifications or financial arrangements that are required to achieve this goal.
- D. The Newburyport Public School District retains control of the nonprofit school food service account and overall financial responsibility for the nonprofit food service operation; and retains 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.

29. PROPOSAL FORMAT

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

- A. **General Conditions:**
 - Consent of Surety/Performance Bond
 - Certificate of Insurance
 - Proof of Visitation Schedule
 - Non-Collusion Affidavit
 - Tax-Compliance Certification
- B. **Plan of Services:**
 - An executive summary which gives a complete description all services to be provided
 - Audited Annual Report
 - Affirmative Action Plan
- C. **Evidence of:**
 - Training Programs for Management and Hourly Employees
 - Collaborative Efforts with Students, Parents, and School Personnel
 - A Food Handling, Housekeeping and Sanitation Program
 - A School Food Service Accounting System

- Nutrition Education/Awareness Program
- Service and Merchandising Programs
- Staffing Schedules
(The staffing schedules that are to be included in the "NON-PRICE" portion of the proposal should indicate school, positions, and daily hours only. Wage rates/salaries and total labor cost should not be included in the "NON-PRICE" portion of the proposal.)
- Qualifications and Experience of FSMC Personnel to be assigned to the food service program.
- On-Site Management/Administrative
- Staff and Company Organization Chart
- Support Staff Visitation Schedule
- Complete description as well as related employee costs for all FSMC employee benefits that will be provided
 - List of Personnel Policies
 - Twenty-One (21) Day Cycle Menu for high, middle and elementary.
 - Daily Menu Pattern for high, middle and elementary.
- The FSMC must provide the names of all individuals who presently sit on the FSMC's Corporate Child Nutrition Advisory Council.

D. Other

- : • School district(s) client list with system name(s), student enrollment, years of service, contact name(s), address (es) and telephone number(s).
- Transition plan to include procedures, activities, timeline, and personnel involved in the transition and implementation of services.
- Summary of the FSMC past experience in operating school food service programs, including size of school districts in terms of student enrollment, experience working in facilities under construction, growth in participation rates within the same district, growth in profitability rates within the same district, and food service operating budget.
- Any other data which the FSMC deems pertinent.

30. 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

The FSMC will provide detailed specifications for each food component or menu item as specified in 7 CFR Part 210. Specifications must cover items such as grade, purchase units, style, condition, weight, ingredients, formulations, and delivery time.

31. 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

32. MINIMUM EVALUATION CRITERIA

1. Does the proposer have a minimum of 5 years of experience managing public school food service programs in K-12 with comparable enrollment to the Newburyport Public School District?
2. Has the proposer conditioned or qualified the proposal beyond prescribed limits or instructions?
3. Has the proposer confirmed management team consist of a full-time Food Service Director with 5 years food service experience and is a resume included? The SFA recognizes the importance of a qualified Food Service Director. A satisfactory interview with the proposed director may be conducted prior to contract award notice.
4. Is the average participation rate at the proposer's comparable district sites for the FY 2020-2021 at a minimum 55%?
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
- Four Week Cycle Lunch Menus (H.S., Middle, Elementary)
- Daily Menu Pattern (H.S., 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

6. Does the proposer have a Child Nutrition Advisory Council, at its Corporate level, to ensure that it will be able to assist the SFA in the implementation of Healthy Hunger Free Kids Act 2010?

33. COMPARATIVE EVALUATION CRITERIA

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

1. Proposer’s School Food Service Background	
Ten (10) years or more of operating experience with public school food service programs in New England districts Kindergarten through Grade 6.	Highly Advantageous
Five (5) to nine (9) years of operating experience with public school food service programs in New England districts Kindergarten through Grade 6.	Advantageous
Two (2) to four (4) years of operating experience with public School food service programs in New England districts Kindergarten through Grade 6.	Not Advantageous
Less than two (2) years of operating experience with public School food service programs in New England districts Kindergarten through Grade 6.	Unacceptable

2. Proposer’s Food Service Management Company Background	
Fifteen (15) years or more	Highly Advantageous
Ten (10) to fourteen (14) 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 Held by FSMC	
Fifteen (15) or more in Massachusetts	Highly Advantageous
Ten (10) to fourteen (14) in Massachusetts	Advantageous
Five (5) to nine (9) in Massachusetts	Not Advantageous
Less than five (5) Massachusetts	Unacceptable

4. Number of Food Service Contacts Terminated due to Performance	
The FSMC has indicated zero (0) accounts lost in the northeast in the last two (2) years	Highly Advantageous
The FSMC has indicated having lost one or two accounts in the northeast in the last two (2) years	Advantageous
The FSMC has indicated having lost three or four accounts in the northeast in the last two (2) years.	Not Advantageous

5. Proposed Start Up Date	
Before August 13, 2022	Highly Advantageous
On August 16, 2022	Advantageous
Before August 30, 2022	Not Advantageous
After August 31, 2022	Unacceptable

6. Nutrition Education/Awareness Programs Offered by the FSMC:	
The FSMC will provide a program designed especially for public school age children during each month of the school year.	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

7. Locally Grown Products:	
Evidence of use of a unique program utilizing regional produce in K-12 school districts year round, to promote the local economy. In addition, evidence of proactive partnership with regional farms for two or more years with dedicated harvests for K-12 Schools.	Highly Advantageous
Evidence of the use of local and regional vendors in addition to planting reserved crops at regional farms for harvest and use in K-12 schools in New England.	Advantageous
Proof of the use of local and regional vendors.	Not Advantageous
No locally grown products used in the program.	Unacceptable

8. Staff Development / Safety Training Programs (Proposer should submit actual training materials and programs that will be used.)	
Training sessions conducted 8 times per year.	Highly Advantageous
Training sessions conducted 5 to 8 times per year.	Advantageous
Training sessions conducted 2 to 4 times per year.	Not Advantageous
Training sessions conducted less than 2 times per year.	Unacceptable

9. Qualifications and Experience of the Food Service Director: Work Experience	
More than four (4) years of work experience in public school food service- managing the same school district	Highly Advantageous
Two (2) to four (4) years of work experience in public school food service.	Advantageous
Less than two (2) years of experience in public school food service.	Unacceptable

10. Qualifications and Experience of the Food Services Director: Educational Experience	
The food service director has a college education with a degree in a food service related program.	
The food service director has a college education with a Bachelor's degree in a field other than food service	Advantageous
The food service director has had college courses in a food service or related fields or comparable work experience.	Not Advantageous
The food service director has minimal or no food service related experience.	Unacceptable

11. Qualifications and Experience of the Food Service Director: Point of Sale Experience	
Proposed Food Service Director has three or more years of experience with POS system and On-Line payment process.	Highly Advantageous
Proposed Foodservice Director has less than three years of experience with POS and On-Line Payment Process	Advantageous
Proposed Foodservice Director has no experience with a Point of Sale System	Unacceptable

12. Qualifications of the Dedicated Regional Dietician	
BS degree in Dietetics CADE Accredited and/or Registered Dietician. Two (2) to three (3) years of experience with dedicated regional account responsibility	Highly Advantageous
SNS (School Nutrition Specialist) credentialed, Serv Safe Certified and FMP (Food Management Professional). Zero to two years of experience with multiple account responsibility.	Advantageous
Has dual roles as a foodservice director at another school district.	Not Advantageous
The candidate has minimal or no food service experience as a dietician.	Unacceptable

13. Student Participation Rate:	
The average participation rate at the proposer's comparable sites for the FY 2020-2021 school year is 61% or higher.	Highly Advantageous
The average participation rate at the proposer's comparable sites for the FY 2020-2021 school year is 55% to 60%.	Advantageous
The average participation rate at the proposer's comparable sites for the FY 2020-2021 school year is 50% to 54%.	Not Advantageous
The average participation rate at the proposer's comparable sites for the FY 2020-2021 school year is less than 50%.	Unacceptable

14. 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

15. Financial Assurances to the Newburyport Public School 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	_____
TOTAL	_____

EXPENSES

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

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 (FSMC) _____

Clerical (FSMC, if needed) _____

Hourly Wages (System) \$402,000

TOTAL _____

OTHER PAYROLL COSTS

1. FSMC F.I.C.A. _____

2. FSMC Worker's Compensation _____

3. FSMC Federal Unemployment _____

4. FSMC State Unemployment _____

5. FSMC Health Insurance _____

6. FSMC Life Insurance _____

7. FSMC Retirement/Pension Plan _____

8. FSMC Longevity _____

9. System Employee Benefits _____

10. Other: _____

GRAND TOTAL LABOR & BENEFITS _____

ANNUAL INCOME SUMMARY

Note: This schedule should be completed for the District.

Total Sales: YTD See Schedule B.

Total Reimbursements: YTD See Schedule

B.

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 SCHEDULES

A. 2022-2023 School Calendar

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<p>Voted by School Committee April 4, 2022</p>																																																																																																																																																																																					

T = Teachers First Day **FDS** = First Day for Students
ER = Early Release **LS** = Late Start
H = Holiday **V** = Vacation
SD = Staff Development Day **PLD** = Projected Last Day
Monday, Aug. 29 First Day of School for Teachers
Tue., Aug. 30 Staff Development Day (no students)
Wed., Aug. 31 FIRST DAY OF SCHOOL FOR GRADES 1-12
Friday, Sept. 2 NO SCHOOL (NS)
Monday, Sept. 5 NO SCHOOL - Labor Day Holiday Observed
Tue., Sept. 6 FIRST DAY OF SCHOOL all Pk & K students
Oct. 10 NO SCHOOL - Columbus Day Observed
Nov. 11 NO SCHOOL - Veteran's Day Observed
Nov. 24 & 25 NO SCHOOL - Thanksgiving Break
December 26 thru January 2 NO SCHOOL - Holiday Break
January 3 SCHOOL RESUMES
Jan. 13 - NO SCHOOL for Students - Staff Development Day
January 16 NO SCHOOL - MLK, Jr. Holiday Observed
February 20 thru 24 NO SCHOOL - Winter Break
April 7 1/2 day for AFSCME Union
April 17 thru 21 NO SCHOOL - Spring Break
May 29 NO SCHOOL - Memorial Day Observed
June 4 Graduation Day - Class of 2023
June 19 NO SCHOOL - Juneteenth Observed
June 9 Projected Last Day for Preschool & Kindergarten
June 13 Projected Last Day (Grades 1-12) - Early Release Day
June 14, 15, 16, 20, 21 Snow Make-up Days - [if needed]
ER - Early Release Days (for staff development)
 September 16, October 7, November 8, December 9,
 February 10, March 17, April 7, May 12, and June 2
ER - OTHER EARLY RELEASE DAYS (staff & students)
 Wednesday, November 23 Thanksgiving Break
 Friday, December 23 Holiday Break
G = Graduation Day - Class of 2023 on Sunday, June 4 11AM
 (180 days)

B. Claim Forms: - October 2019 to November 2019

Site Report

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

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

I have reviewed the number of meals entered and confirm them to be accurate.
Reviewed By: Pamela Kealey, Date: 11/01/2019 02:53:48 PM

Sponsor: *Newburyport* Agreement Number: *05-204* Claim Month and Year: *October 2019*

Site (and Name)	Enroll Total	Avg Daily Att.	Operating Days			Number of Students		Lunches Served to Students				Breakfasts Served to Students				After School Snacks Served to Students				Special Milk			Reimb. Amt. (State)	Status		
			Mon	Tue	Wed	Thu	Fri	Sat	Free	Reduc	Paid	Total	Free	Reduc	Paid	Total	Free	Reduc	Paid	Total	Free	Paid			Total	
204-005 BRESNAHAN ELEMENTARY	633	612	22	21	0	66	10	976	145	3,931	5,052	305	17	764	1,086	N	0	0	0	0	N	0	0	0	6,200.39 (277.86)	DONE
204-900 NEWBURYPORT HIGH SCHOOL	798	768	22	21	0	72	14	897	207	4,626	5,730	183	20	251	454	N	0	0	0	0	N	0	0	0	6,008.59 (315.15)	DONE
204-025 RUPERT A. NOCK MIDDLE SCHOOL	833	809	22	21	0	88	15	1,393	240	5,590	7,223	546	57	822	1,425	N	0	0	0	0	N	0	0	0	9,114.18 (397.27)	DONE
TOTALS**	2,264	2,189	22	21	0	226	39	3,266	592	14,147	18,005	1,034	94	1,837	2,965	0	0	0	0	0	0	0	0	0	21,323.16 (990.28)	

**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

Site Report

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

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

I have reviewed the number of meals entered and confirm them to be accurate.
Reviewed By: Pamela Kealey, Date: 12/02/2019 01:22:04 PM

Sponsor: <i>Newburyport</i>		Agreement Number: <i>05-204</i>										Claim Month and Year: <i>November 2019</i>														
Site Name/Type	Enrollment	Avg Daily Wt.	Cycling Days			Number of Apps		Lunches Served to Students				Breakfasts Served to Students				After School Snacks Served to Students				Special Milk			Reimb Amt (State)	Status		
			Lun	Bk	Snk	Free	Redu	Free	Redu	Paid	Free	Redu	Paid	Total	Free	Redu	Paid	Total	Free	Redu	Adi	Total				
204-005 BRESNAHAN ELEMENTARY	636	603	16	18	0	70	7	686	74	3,155	3,915	218	26	714	958	N	0	0	0	0	N	0	0	0	4,508.15 (215.33)	DONE
204-900 NEWBURYPORT HIGH SCHOOL	794	759	16	18	0	81	11	634	110	3,333	4,077	181	24	181	386	N	0	0	0	0	N	0	0	0	4,271.10 (224.24)	DONE
204-025 RUPERT A. NOCK MIDDLE SCHOOL	834	794	16	18	0	93	19	952	169	4,283	5,404	432	50	625	1,107	N	0	0	0	0	N	0	0	0	6,569.48 (297.22)	DONE
Additional Sponsor Reimbursement																						0.00 (-0.01)				
TOTALS**		2,264	2,156	16	18	0	244	37	2,272	353	10,771	13,396	831	100	1,520	2,451	0	0	0	0	0	0	0	0	15,348.73 (736.78)	
**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																										

C. Breakfast & Lunch Serving Times by School

Lunch Times

Newburyport High School	11:50-1:30
Edward Molin/Rupert Nock Middle	10:30-12:45
Bresnahan Elementary	10:30-1:20

D. A La Carte List

**A La Carte Price List
NHS, Rupert Nock, Molin**

Goldfish/Crackers	\$.60
Chips/Popcorn	\$1.00
Ice Cream	\$1.25
Fruit Snacks/Roll	\$.60
Switch	\$1.25
Water	\$1.25

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.

SCHOOL

SIGNATURE OF SCHOOL OFFICIAL

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: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

COMPANY: _____

ADDRESS: _____

SSN/FIN: _____

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: _____

NAME: _____

TITLE: _____ DATE: _____

COMPANY: _____

ADDRESS: _____

CITY/STATE: _____

SSN or FIN: _____ PHONE: _____

REFERENCE FORM

PLEASE PROVIDE REFERENCES OF SIMILAR CUSTOMERS/SCHOOL DISTRICTS IN MASSACHUSETTS TO WHOM YOU ARE PROVIDING THIS SIMILAR SERVICE.

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	X
PAYROLL TAXES	X	X
FRINGE BENEFITS AND INSURANCE FOR EMPLOYEES	X	X
PREPARATION OF EMPLOYEES PAYROLL	X	X
PROCESSING OF EMPLOYEES PAYROLL	X	X
WORKER'S COMPENSATION FOR EMPLOYEES	X	X
EMPLOYEE PHYSICALS	N/A	
DINING ROOM AIDES		X
FOOD SERVICE PERSONNEL ISSUES	X	
ADDITIONAL ITEMS		
CHINA/SILVER/GLASSWARE - ORIGINAL PURCHASE TO INVENTORY LEVEL REQUIRED FOR OPERATION		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
UNIFORMS	X	
TICKET PRINTING	X	X
TRAVEL (LOCAL) - REQUIRED AS REQUESTED	X	
AUDITORS FEES		X

COST RESPONSIBILITIES

ADDITIONAL ITEMS (CONTINUED)	FOOD SERVICE MANAGEMENT COMPANY	DISTRICT
TRANSPORTATION OF MEALS, IF APPLICABLE		X
WHO PROVIDES DELIVERY VEHICLE, IF APPLICABLE		X
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
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