

**Request for Proposals:  
RFP 20-01  
School Food Service Program  
City of Woburn, Massachusetts**

**Posted: June 24, 2019  
Due: July 11, 2019 @ 11:00 AM**

**Pre-Bid Conference and Meeting  
July 2, 2019 @ 10:00 AM  
Woburn Memorial High School  
88 Montvale Ave., Woburn, MA  
Please email for information:  
[odeluca@cityofwoburn.com](mailto:odeluca@cityofwoburn.com)**

**Deliver To:  
City of Woburn  
Purchasing Department  
ATTN: Orazio DeLuca, MCPPO  
10 Common Street  
Woburn, MA 01801  
[odeluca@cityofwoburn.com](mailto:odeluca@cityofwoburn.com)**



**WOBURN PUBLIC SCHOOLS  
Woburn, MA 01801**

**REQUEST  
FOR  
PROPOSALS**

**OPERATION AND MANAGEMENT  
OF THE  
SCHOOL FOOD SERVICE PROGRAM**

The Woburn School Committee is requesting proposals for the Operation and Management of the School Food Service Program. The RFP is available on June 24, 2019 in the Office of the Purchasing Agent, City of Woburn, 10 Common Street, Woburn, MA 01801. Proposals are due at the Office of the Purchasing Agent, City of Woburn, 10 Common Street, Woburn, MA 01801 no later than **11:00 am, Friday, July 11, 2019**. Proposals should be submitted in the form specified, in a sealed envelope, endorsed "Proposals for the Operation and Management of the School Food Service Program" with the company's Name.

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
- Training/Development of Personnel
- Preparation of Meals
- Service of Meals
- Housekeeping/sanitation
- Special Functions
- Menu development
- Compliance with Regulations
- Active Involvement with a Food Service Committee

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 Woburn Public Schools hereinafter called the "System".

2. **FSMC Responsibility**

The FSMC must examine at least two schools in the District. The examination will include kitchens, cafeteria, receiving and storage areas where services are to be provided. Visits will be set up for the day of the bidder's conference at Woburn Memorial High school and the Hurld Wyman Elementary School. The Proof of Visitation form must be completed and included with the proposal.

3. **Prices**

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

Elementary Schools	Pattern Meal	\$2.25
Middle Schools	Pattern Meal	\$2.50
High School	Pattern Meal	\$2.75 (premium)
Teachers/Staff	Pattern Meal	\$3.25 (plus tax)
Milk		\$ .50
Breakfast		\$1.00
Equivalency Rate		\$3.05

These prices may be changed upon mutual agreement of the System and the FSMC.

4. **Calendar and Projected Enrollments**

A copy of the School Calendar for the 2019-2020 school years is Appendix #1.  
A copy of the enrollments for the 2019-2020 school year is Appendix #2.

5. **Pre-Bid Conference**

A pre-bid conference will be held at 10 am on July 2, 2019 at the Woburn Memorial High School, 88 Montvale Ave., Woburn, Mass. **This conference is mandatory for all bidders.**

**6. Submission of Proposals**

- A. Proposals shall be submitted on the forms provided by the System.
- B. Clarification or interpretation must be made in writing to the City Purchasing Agent prior to submission of a proposal.
- C. Sealed "PRICE" and "NON-PRICE" proposals shall be submitted in separately. Each FSMC shall submit four copies of their "NON-PRICE" proposal for review. Only one copy of the "PRICE" proposal needs to be submitted. Each proposal shall be clearly identified.

**7. 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 informality, as it may deem best for the interest of the System. Any proposal received after the time and date specified will not be considered.

**8. Acceptance of Proposals and Awards**

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 proposal information regarding said criteria.

**9. Menu Cycle**

The FSMC will submit with the proposal a twenty-one (21) day cycle menu and a Daily Menu Pattern for the High School, Middle School, Elementary Schools and Parochial School. 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 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 National Guidelines of 1998.

**10. Purchase Specifications**

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

**11. 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 (to be certified by representatives of both parties) of all items furnished by the System, including miscellaneous kitchen items, will be made part of the contract.

No alterations, changes, or improvements shall be made to the areas granted to the FSMC without obtaining prior written permission of the System.

- C. The System shall be responsible for repairs to all permanent fixtures such as faucets, lights, sewers, air conditioning, heating and all other electrical work not directly related to a specific piece of food service equipment.
- D. 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.

The FSMC will provide the System with a planned equipment upgrade for budget purposes in the month of October preceding the start of the System's next fiscal year.

- E. The System shall have unlimited access to all areas used by the FSMC for purposes of inspection and audits.
- F. The FSMC shall adhere to all applicable Pure Food Laws, and all related regulations prescribed by the 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.
- G. 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.
- H. 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.
- I. All activities that would constitute a violation of Mass. General Laws, Ch. 268A (Conduct of Public Officials and Employees) are prohibited.
- J. The FSMC will provide the System with Monthly Statements of Financial Status, Student and Adult Participation, and Federal and State Reimbursement.
- K. The FSMC shall provide the School System with a detailed policy of how the FSMC will notify Parents and Staff of the content of daily meal offering.

- L. 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.

## **12. Bonds and Insurance**

The FSMC shall procure and maintain, as a direct cost of operation, a comprehensive general liability policy, including products liability, in the amounts of at least \$3,000,000 for each accident provided by insurance companies licensed to do business in the Commonwealth of Massachusetts. A Certificate of Insurance indicating these amounts must be submitted with the proposal.

## **13. Performance Security and Insurance**

The FSMC shall be required to:

- A. Submit with the proposal an assurance by a surety licensed 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 \$500,000.
- B. Submit with the "PRICE" proposal a Bid Bond not less than 5 percent (5%) of the projected annual operating costs.
- C. Insurance policies, bid bonds and assurances must be by firms with at least a Best's Insurance Reports rating of A to A- (excellent).
- D. The performance security shall be in a form acceptable to the System and shall be in the amount of \$500,000.
- E. 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.
- F. The System & City of Woburn shall be named an additional insured on all required insurance policies and the policy will be endorsed accordingly.
- G. 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.
- H. The FSMC shall provide a Certificate of Insurance for all required policies within ten (10) days of award.

## **14. Scope and Purpose**

- A. The System shall retain control of the quality, extent and general nature of the food service program and prices to be charged.
- B. 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.
- C. The FSMC shall receive for its services an Administrative/Service Fee.

- D. All net income accruing to the System from the food service program shall remain in the program.
- E. The FSMC shall be an independent contractor and not an employee of the System. Other than the Director, all staff members are employees of the System.
- F. 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.
- G. The food service provided shall be operated and maintained as a benefit to the System students, faculty and staff and not as a source of profit to the FSMC.
- H. The System 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.
- I. The FSMC shall promote nutrition-health education as required by the local, County, State, or Federal Governments.
- J. 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.

**15. Free and Reduced Meal Policy**

- A. The written policy of the System requiring service of meals to needy children, 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. Meals shall be served and proper accurate pupil participation records shall be maintained by the FSMC, and submitted monthly to the School Business Manager.

**16. 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 provide condiments and utensils as needed.
- E. The FSMC shall use the System facilities for the preparation of food to be served.
- F. All a la carte items served by the FSMC shall be approved by the System in advance of sale.

- G. All a la carte prices shall be established by the System based upon recommendation of the FSMC.
- H. 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.
- I. Neither the System nor the FSMC shall authorize the sale or service of non-nutritious foods pursuant to the program regulations as defined by local, state, or federal governments.
- J. The FSMC will work with the System's designee to design menu offerings that are low in fat content, nutritious, and promote participation in the school lunch program.
- K. The FSMC shall work with the System's Wellness Committee and design menus that meet the current wellness policy (Appendix 3).

**17. Menus**

- A. The FSMC shall provide, upon request by the System, menus to be reviewed by a nutrition committee approved by the System and available for distribution thirty (30) days prior to preparation and service of foods.
- B. The FSMC shall not include in any of its services, sell or dispense 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.

**18. Federally Donated Commodities**

- 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 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.
- 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.
- G. See Appendix 4.

## **19. Purchases**

- A. The FSMC shall purchase all food and non-food commodities at the lowest price possible, consistent with maintaining quality standards.
- B. Allowable costs will be paid from the nonprofit school food service account to the FSMC net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the System.
- C. The FSMC must separately identify for each costs submitted for payment to the System 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 the FSMC must 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.
- D. The FSMC's determination of its allowable costs must be made in compliance with the applicable Department and Program regulations and Office of Management and Budget cost circulars.
- E. The FSMC must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the System for payment and individually identify the amount as a discount, rebate, or in case of other applicable credits, the nature of the credit. If approved by the State agency, the System may permit the contractor to report this information on a less frequent basis than monthly, but no less than annually.
- F. The FSMC must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract.
- G. The FSMC must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the System, the State agency, or the Department.
- H. Title to all commodities purchased by the FSMC shall remain with the System.
- I. The FSMC may purchase from their owned and operated subsidiary facilities, if the purchase price is lower than prices otherwise available in the area.
- J. The FSMC shall honor existing contracts if advantageous to the System.

## **20. 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.

- 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 and 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.
- 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.
- E. If the FSMC uses the facilities for extracurricular activities before and after the System regularly scheduled meal periods, the contract provisions for the Woburn Cafeteria Workers Union (SEIU Local 888) must be adhered to.

**21. 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 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.
- 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.

**22. 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 cleaning of the kitchen area, including but not limited to freezers, refrigerators, stoves, sinks, counters, floors, tables, chairs, silverware and utensils.
- D. The FSMC shall operate and care for all equipment and food service areas (except for walls, windows, 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 FSMC shall oversee the cleaning of all tables and chairs in the dining areas.

**23. Employees**

The FSMC shall be responsible for all of its employees when and where the System has granted the FSMC the hiring of their own food services employees. Sections A-H (see below) deal with FSMC employees. Sections I-P (see below) deal with the employees hired by the System and 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 Standards 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 personnel policies and 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.
- 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 which is detrimental to the physical, mental, or moral well-being of students or Staff of the System.
- 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, salaries (and hours to be worked), 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 on the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas.

- M. The FSMC 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) on all its food service personnel. All personnel employed by the FSMC will have an approved criminal reference check performed by the System.
- O. The School Business Manager is the primary contact for the System with the FSMC for personnel changes and/or issues related to the Food Service Program.

**24. Emergency Closing**

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

**25. Licenses, Fees, Taxes**

- A. The FSMC shall be responsible for paying 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 certifications 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.

**26. Income Reimbursement**

- A. The FSMC shall receive all income from the program(s) and deposit it into the City of Woburn School Cafeteria Revolving Account.
- 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.

**27. Financial Accounting, Books, and Records**

- A. The FSMC shall bill the System for the estimated direct costs of operation incurred at the close of each month of program operation.
- B. The System shall make payment within forty-five (45) days to the FSMC for the direct costs of operation plus management fee, after the submission of an invoice.

- C. In the event estimated direct costs of operation do not equal actual costs of operations, the FSMC adjustments shall be made within ten (10) working days following the close of the month of operation to cover the deficit.
- D. The FSMC shall maintain such records (supported by invoices, receipts, or other evidence) as the System will need to meet monthly reporting responsibilities and shall submit monthly operating statements no later than the tenth 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.
- E. 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 quarterly and a year end statement.
- G. The System will audit food, labor and other large expense items quarterly as well as perform random audits on smaller expense categories.
- H. The FSMC shall provide the System with a certified auditor's report as part of its end of year request.
- I. Books and records of the FSMC pertaining to the school food service operations shall be available to the System for a period of seven (7) years from the end of the fiscal year to which they pertain, for inspection and audit by either State or Federal representatives 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.

**28. Length of Contract/Termination**

The contract will be for one (1) year with four (4) one year options for a total of five years. The first year will be from August 1, 2019 to 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 City of Woburn.
- B. The System or the FSMC may terminate the Contract, for cause and for convenience of the System, 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 System persistently or repeatedly refuses or fails to grant or take appropriate action without prejudice and with seven (7) days 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, 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.

## **29. 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.
- C. In no event, will any subsidy be available from the operating budget of the Woburn Public Schools to offset any program cost deficit or FSMC management fee.
- D. 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. This proposal will be submitted in a sealed envelope marked “Price Proposal”.

## **30. 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
  - Certificate of Insurance
  - Proof of Visitation Schedule
  - Non-Collusion Affidavit
  - Tax-Compliance Certification
  - Certificate of Authority
- B. **Plan of Services:**
  - A complete description of all services to be provided, including method of operation as well as operating systems and procedures.
  - 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
  - Qualifications and Experience of FSMC Personnel to be assigned to the Food Service Program
  - On-Site Management/Administrative
  - Staff Organization Chart
  - Support Staff Visitation Schedule
  - Complete description of all FSMC employee benefits that will be provided, i.e. health insurance, retirement plan, sick days, holidays, vacations, etc.

- List of Personnel Policies
- Twenty-one (21) Day Cycle Menu for high, middle and elementary schools
- Daily Menu Pattern for high, middle and elementary schools

**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.
- Company Organization Chart
- Any other data which the FSMC deems pertinent.

**31. Produce 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 Choice
Bread.....	Packaged bread and buns to be manufacturer's dated for freshness

**32. Financial Support Schedules**

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

1. Financial Budget Projections
2. Bid Bond
3. FSMC Price List
4. Annual Income Summary

**33. Minimum Evaluation Criteria (Quality Requirements)**

1. Does the proposer currently manage a public school food service program in New England for school districts Kindergarten through Grade 12 comparable in enrollment (4900 students) to WPS (within 10%)?
2. Does the proposer have 5 years experience in managing public school food service programs in New England districts K – 12 with comparable enrollment to WPS (within 10%)?
3. Has the proposer conditioned or qualified the proposal beyond prescribed limits or instructions?
4. Has the proposer confirmed management team to consist of a full-time Food Service Director and full-time Asst. Director.

5. Is the average participation rate at the proposer's comparable district sites for the FY 2013 – 2014 at a minimum 70%?
6. 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 Employee Training Programs
  - Description of Collaborative Efforts
  - 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
  - Description of Employee benefits
  - Corporate Personnel Policies
  - Support Staff Visitation Schedule

**34. Comparative Evaluation Criteria**

Proposals meeting the Minimum Evaluation Criteria will be evaluated by the following Comparative 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 and less than ten years of operating Experience with public school food service programs in districts Kindergarten through Grade 12. Advantageous
  - One to five years of operating experience with public School food service programs in Districts Kindergarten through Grade 12. Not Advantageous
  - Less than one year of operating experience with public

<p>School food service programs in districts Kindergarten through Grade 12.</p>	<p>Unacceptable</p>
<p><b>2. Food Service Management Director's Background:</b>  Twenty (20) years or more  Ten (10) to nineteen (19) years  Five (5) to nine (9) years  Less than five (5) years</p>	<p>Highly Advantageous  Advantageous  Not Advantageous  Unacceptable</p>
<p><b>3. Number of Food Service Contracts:</b>  Twenty (20) or more  Fifteen (15) to nineteen (19)  Ten (10) to fourteen (14)  Less than ten (10)</p>	<p>Highly Advantageous  Advantageous  Not Advantageous  Unacceptable</p>
<p><b>4. Number of Food Service Contracts Lost;</b>  Evidence of having lost zero (0) accounts in New England  In the last five (5) years</p>	<p>Highly Advantageous</p>
<p>Evidence of having lost one or two accounts in  New England in the last five (5) years</p>	<p>Advantageous</p>
<p>Evidence of having lost three or four accounts in  New England in the last five (5) years</p>	<p>Not Advantageous</p>
<p>Evidence of having lost five or more accounts in  New England in the last five (5) years</p>	<p>Unacceptable</p>
<p><b><u>B. Nutrition Education/Awareness Programs Offered by the FSMC:</u></b></p>	
<p>FSMC will provide a program designed especially  for public school age children 10 times per year.</p>	<p>Highly Advantageous</p>
<p>FSMC will provide a program designed especially  for public school age children 6 to 9 times per year.</p>	<p>Advantageous</p>
<p>FSMC will provide a program designed especially  For public school age children 2 to 5 times per year.</p>	<p>Not Advantageous</p>
<p>FSMC will provide a program designed especially  For public school age children less than 2 times per year.</p>	<p>Unacceptable</p>
<p><b><u>C. Employee Training Programs:</u></b></p>	
<p>Specific, written and documented program</p>	<p>Highly Advantageous</p>
<p>Vague, not specific but in writing program</p>	<p>Advantageous</p>
<p>No written proposal just suggestions</p>	<p>Not Advantageous</p>
<p>No training proposal</p>	<p>unacceptable</p>
<p><b><u>D. Staff development/Safety Training Programs (Proposer should submit actual training materials and programs that will be used.)</u></b></p>	
<p>Training sessions conducted 10 times per year</p>	<p>Highly Advantageous</p>
<p>Training sessions conducted 6 to 9 times per year</p>	<p>Advantageous</p>

Training sessions conducted 2 to 5 times per year  
Training sessions conducted less than 2 times per year

Not Advantageous  
Unacceptable

**E. Qualifications and Experience of the Food Service Director:**

**1. Work experience**

More than fifteen (15) years work experience in public school and/or college food service.

Highly Advantageous

Five (5) to fifteen (15) years work experience in public school and/or college food service.

Advantageous

One (1) to five (5) years work experience in public school and/or college food service.

Not Advantageous

Less than one year's work experience in public school and/or college food service.

Unacceptable

**2. Educational Experience**

College education with a Bachelor's degree in a food service program.

Highly Advantageous

College education with a bachelor's degree in a field other than food service.

Advantageous

College courses in a food service or related area.

Not Acceptable

No college education.

Unacceptable

**F. Student Participation Rate:**

The average participation rate at the proposer's comparable sites for the FY 2017-2018 school year is 65% or higher

Highly Advantageous

The average participation rate at the proposer's comparable sites for the FY 2017-2018 school year is 51% to 70%

Advantageous

The average participation rate at the proposer's comparable Sites for the FY 2017-2018 school year is 41% to 50%

Not Advantageous

The average participation rate at the proposer's comparable sites for the FY 2017-2018 school year is less than 40%

Unacceptable

**G. 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

**H. Financial Assurances to the District:**

FSMC will guarantee profitable program

Highly advantageous

FSMC will guarantee break-even program

Advantageous

FSMC will discuss financial situation

Not Advantageous

FSMC will not cover any loss

Unacceptable

(THIS SECTION IS LEFT BLANK INTENTIONALLY)

## FINANCIAL BUDGET PROJECTIONS

Note: this schedule must be completed for the school district and submitted with the bid. The current school population is approximately 4900 students.

**DISTRICT:** \_\_\_\_\_

### INCOME

Cash	_____
Reimbursements	_____
Total	_____

### EXPENSES

Food	_____
Labor	_____
Other (specify detail)	_____
_____	_____
_____	_____
_____	_____
Fee	_____
Total	_____
<b>Profit (Loss)</b>	_____

## ANNUAL INCOME SUMMARY

DISTRICT \_\_\_\_\_

### Cash Income

Paid Meals \_\_\_\_\_

Reduced Meals \_\_\_\_\_

A La Cart \_\_\_\_\_

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 \_\_\_\_\_

**CERTIFICATE OF AUTHORITY**

At a duly authorized meeting of the Board of Directors of \_\_\_\_\_  
(Name of Corporation)

held on \_\_\_\_\_ it was VOTED that:  
(Date)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Officer)

of this corporation, be and he/she hereby is authorized to submit bids and proposals, execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal hereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by such \_\_\_\_\_ under seal of the company, shall be valid  
(Officer)

and binding upon this corporation.

A True Copy,

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

PLACE OF BUSINESS: \_\_\_\_\_

\_\_\_\_\_

DATE OF THIS CERTIFICATE: \_\_\_\_\_

I hereby certify that I am the clerk of the \_\_\_\_\_  
(Corporation)

that \_\_\_\_\_ is the duly elected \_\_\_\_\_ of  
(Name) (Office)

said corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

\_\_\_\_\_  
(Clerk)

CORPORATE SEAL:

## **CERTIFICATE OF GOOD STANDING**

**TO:** Contractor

**FROM:** Purchasing Department

**RE:** CERTIFICATE OF GOOD STANDING

The Contractor must comply with our request for a CURRENT “Certificate of Good Standing”.

If you require information on how to obtain the “Certificate of Good Standing” or Certificate of Registration (Foreign Corporations) from the Commonwealth of Massachusetts, please call the Secretary of State’s Office at (617) 727-2850 (Press #1) located at One (1) Ashburton Place, 17th Floor, Boston, MA 02133 or you may access their web site at:

[www.sec.state.ma.us/corp/certificates/certificate\\_request.asp](http://www.sec.state.ma.us/corp/certificates/certificate_request.asp)

If your company is incorporated outside of Massachusetts and therefore is a “foreign corporation”, but is registered to do business in Massachusetts, please comply with our request for the Certificate of Registration from the Commonwealth of Massachusetts. If your company is a foreign corporation, but is not registered to do business in Massachusetts, please provide the Certificate of Good Standing from your state of incorporation.

Please note that without the above certificate (s), the City of Woburn cannot execute your contract.

### **IMPORTANT NOTICE**

Requests for Certificates of Good Standing by mail may take a substantial amount of time. A certificate may be obtained immediately in person at the Secretary’s Office at the address above. Also, at this time, the Secretary of State’s Office may not have your current annual report recorded. If this is the case, and you are therefore unable to obtain the Certificate of Good Standing, please forward a copy of your annual report filing fee check with your signed contracts. Please forward your original Certificate of Good Standing to the Purchasing Department upon receipt.

Thank You,

Purchasing Agent

**INSURANCE SPECIFICATIONS**  
**INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:**

Prior to commencing performance of any work or supplying materials or equipment covered by these specifications, the contractor shall furnish to the Office of the Purchasing Director a Certificate of Insurance evidencing the following:

A. GENERAL LIABILITY - Comprehensive Form

Bodily Injury Liability.....\$ One Million  
Property Damage Liability.....\$ One Million

B. COVERAGE FOR PAYMENT OF WORKER'S COMPENSATION BENEFIT  
PURSUANT TO CHAPTER 152 OF THE MASSACHUSETTS GENERAL LAWS IN  
THE AMOUNT AS LISTED BELOW:

WORKER'S COMPENSATION.....\$ Statutory  
EMPLOYERS' LIABILITY.....\$ Statutory

C. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY.....\$ Statutory

1. A contract will not be executed unless a certificate (s) of insurance evidencing above described coverage is attached.
2. Failure to have the above-described coverage in effect during the entire period of the contract shall be deemed to be a breach of the contract.
3. All applicable insurance policies shall read:  
**"CITY OF WOBURN" as a certificate holder and as an additional insured** for general liability only along with a description of operation in the space provided on the certificate.

**Certificate Should Be Made Out To:**  
**City Of Woburn**  
**Purchasing Department**  
**10 Common St.**  
**Woburn, MA 01801**

**Note: If your insurance expires during the life of this contract, you shall be responsible to submit a new certificate(s) covering the period of the contract. No payment will be made on a contract with an expired insurance certificate.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C. No. Ext):	FAX (A/C. No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

ADD "X" HERETO CERTIFY THAT THE CITY OF WOBURN IS AN ADDITIONAL INSURED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

DESCRIPTION OF PROJECT, SOLICITATION NUMBER AND THAT THE CITY OF WOBURN IS A CERTIFICATE HOLDER AND ADDITIONAL INSURED

**CERTIFICATE HOLDER****CANCELLATION**

CERTIFICATES SHOULD BE MADE OUT TO:

CITY OF WOBURN  
PURCHASING DEPARTMENT  
10 COMMON ST  
WOBURN, MA 01801

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

## NON-COLLUSION AFFIDAVIT

### Certificate of Non-Collusion

Any person submitting a proposal for Food Service management to any governmental unit as defined in section 4A shall, on such proposal, certify as follows:

The undersigned certifies, under the penalties of perjury, that this bid is in all respects bona fide, fair, and made without collusion or fraud with any other person. As used in this section, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity; that said FSMC has not directly or indirectly entered into any agreement, Participated in any collusion, or otherwise taken any action in restraint of free and open proposals, and that all statements contained in said proposal and in this affidavit are true and correct, and made with the full knowledge that the System relies upon the trust of the statements contained in this affidavit in awarding the contract for Food Service Management.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company or Organization

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Authorized Official's Signature

## TAX-COMPLIANCE CERTIFICATION

Tax-Compliance Certification.

Pursuant to M.G.L. c.62C, S49A, I certify under the penalties or perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Signature or person submitting proposal

\_\_\_\_\_  
Company or Corporation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Official's Signature

## **Appendices**

- Appendix 1: School Day Calendar 2019 – 2020
- Appendix 2: School Enrollments
- Appendix 3: Wellness Policy
- Appendix 4: USDA Commodity Rules and Regulations
- Appendix 5: November 2018 to March 2019 state Claim Reports
- Appendix 6: Cafeteria Staffing Schedules

## Appendix 1

Woburn Public Schools

2019-2020

Calendar

Appendix 1

**September (18 student days)**

- 3- First Day for Teachers
- 5- First Day for Students
- 11- Middle School Back to School Night (6-8pm)
- 12- Elementary Back to School Night (6-8pm)
- 19- High School Back to School Night  
(6:30-8:30pm)
- 19- Early Release Day -- All Students (Thursday)**

**October (22 student days)**

- 8- Middle School Progress Reports Posted
- 8- High School Progress Reports Posted
- 14- Columbus Day - No School
- 18- Elementary Progress Reports Posted
- 23- Early Release Day - All Students  
(Wednesday)**
- 24- Elementary Parent Teacher Conferences  
(6-8pm)

**November (17 student days)**

- 5- No School Students -- Prof. Devel. Day Teachers
- 8- Term 1 Ends - Middle School & High School
- 11- Veteran's Day- No School
- 20- High School Parent Conferences (6-8pm)
- 18- Report Cards- High School & Middle School
- 19- Middle School Conferences (6-8pm)
- 27- Early Dismissal- Thanksgiving Recess**
- 28- School Closed - Thanksgiving Recess
- 29- School Closed - Thanksgiving Recess

**December (15 student days)**

- 5- Early Release Day - All Students (Thursday)**
- 10- Elementary Report Cards Posted
- 16- High School /Middle School Progress Reports  
Posted
- 20- Early Dismissal - Holiday Break**
- 23- Jan 1 - School Closed - Holiday Break

**January (21 student days)**

- 2- Schools Re-open
- 14- Early Release Day - All Students (Tuesday)**
- 20- Martin Luther King, Jr. Day - No School
- 21-24 - High School Mid-Year Exams
- 28- Elementary Progress Reports
- 28 - Term 2 Ends Middle & High School

**February (15 student days)**

- 4- Report Cards- High School & Middle School
- 6- Middle School Parent Conferences  
(2:30-4:30pm)
- 17-21 Schools Closed - February Vacation

**March (22 student days)**

- 3 - High School Progress Reports Posted
- 4- High School Parent Conferences (2-4pm)
- 6- Middle school Progress Reports Posted
- 17- Trimester 2 ends - Elementary
- 18- Early Release Day- All Students  
(Wednesday)**
- 23 Elementary Report Cards Posted
- 24- Elementary Parent Conferences  
(2:50-4:50pm)

**April (16 student days)**

- 3- Term 3 Ends - Middle School & High School
- 9- Report Cards- High School & Middle School
- 10- Good Friday - No School
- 20-24- Schools Closed - April Vacation

**May (20 student days)**

- 6- Elementary Progress Reports
- 6 - High School (Senior Class) Progress  
Reports
- 18- Middle/ HS (9-11) School Progress  
Reports
- 19-22 - HS Senior Final Exams
- 25- Memorial Day- No School
- 26 - High School Report Cards (Seniors Only)

**June (14 student days)**

- 4- Early Release day - Elementary**
- 7 - High School Graduation
- 15-18 - High School Final Exams (Gr. 9-11)
- 25\*- Last Day of School for Students (includes  
5 provisional days for weather)
- \*Final Day of school to be voted on by Woburn  
School Committee

## Appendix 2



## **Appendix 3**

## **Woburn Public Schools Wellness Program**

The Woburn School Committee recognizes the relationship between student well-being and student achievement as well as the importance of a comprehensive district wellness program. Therefore, the school district will provide developmentally appropriate and sequential nutrition and physical education as well as opportunities for physical activity. The wellness program will be implemented in a multidisciplinary fashion and will be evidence based.

### **Wellness Committee**

The Woburn School District will establish a wellness committee that consists of a at least one (1): parent, student, nurse, school food service representative, one School Committee member, school administrator, member of the public, and other community members as appropriate. The school committee designates the following individual(s) as wellness program coordinator(s): School Nurse Representative, School Food Service Administrator and Physical Education and Health Liaison. Only employees of the district who are members of the Wellness Committee may serve as Wellness Program Coordinators. Wellness Coordinators, in consultation with the Wellness Committee, will be in charge of implementation and evaluation of this policy.

### **Nutrition Guidelines**

It is the policy of the school district that all foods and beverages made available on campus during the school day are consistent with National School Lunch Program nutrition guidelines. Guidelines for the reimbursable school meals will meet or exceed regulations and guidance issued by the Secretary of Agriculture pursuant to law. The district will create procedures that address all foods available to students throughout the school day in the following areas:

- Guidelines for maximizing nutritional value by decreasing fat and added sugars, increasing nutrition density and moderating portion size of each individual food or beverage sold within the school environment
- Separate guidelines for foods and beverages in the following categories:
  1. Foods and beverages included in a la carte sales in the food service program on school campuses;
  2. Foods and beverages sold in vending machines, snack bars, school stores, and concession stands;
  3. Foods and beverages sold as part of school-sponsored fundraising activities;
  4. Refreshments served at parties, celebrations, and meetings during the school day; and
  5. Specify that its guidelines will be based on nutrition goals
  6. Foods which cause a threat to students' health

### **Nutrition and Physical Education**

The school district will provide nutrition education aligned with standards established by the USDA's National School Lunch Program and School Breakfast Program in all grades. The school district will provide physical education training aligned with the standards established by the Department of Education.

### **Nutrition Education**

#### **Goals**

- Students in grades pre-K-12 receive nutrition education that is interactive and teaches the skills they need to adopt healthy eating behaviors.
- Nutrition education is offered in the school dining room as well as in the classroom, with coordination between the foodservice staff and teachers.
- Students receive consistent nutrition messages throughout schools, classrooms, cafeterias, homes, community and media.
- District health education curriculum standards and guidelines include both nutrition and physical education.
- Nutrition is integrated into the health education or core curricula (e.g., math, science, language arts).
- Schools link nutrition education activities with the coordinated school health program.
- Staffs that provide nutrition education have appropriate training.

### **Physical Education Activities**

#### **Goals**

- Students are given opportunities for physical activity during the school day through physical education (PE) classes, daily recess periods for elementary school students, and the integration of physical activity into the academic curriculum.
- Students are given opportunities for physical activity through a range of before- and/or after-school programs including, but not limited to, intramurals, interscholastic athletics, and physical activity clubs.
- Schools work with the community to create ways for students to walk, or bike safely to and from school.
- Schools encourage parents and guardians to support their children's participation in physical activity, to be physically active role models, and to include physical activity in family events.
- Schools provide training to enable teachers, and other school staff to promote enjoyable, lifelong physical activity among students.

### **Other School-Based Activities**

#### **Goals**

- The school district provides a clean, safe, enjoyable meal environment for students.
- The school district provides enough space and serving areas to ensure all students have access to school meals with minimum wait time.
- The school district makes provisions in all schools for students to get water at meals and throughout the day.
- The school district encourages all students participate in school meals program and protect the identity of students who eat free and reduced price meals.
- Environmentally friendly practices such as the use of local grown and seasonal foods will be considered and implemented where appropriate.
- Physical activities and/or nutrition services or programs designed to benefit staff health will be considered and, to the extent practical, implemented.

#### **Time to Eat**

#### **Goals**

- The school district will ensure an adequate time for students to enjoy eating healthy foods with friends in schools.
- The school district will schedule lunchtime as near the middle of the school day as possible.

### **Food or Physical Activity as a Reward or Punishment**

#### **Goal**

- The school district will encourage principals to develop alternative forms of rewards and punishments that support the Wellness Policy.

**Evaluation**

The Wellness Committee will assess all education curricula and materials pertaining to wellness for accuracy, completeness, balance and consistency with the state and district's educational goals and standards. Wellness Program Coordinators shall be responsible for devising a plan for implementation and evaluation of the district wellness policy and are charged with operational responsibility for ensuring that schools met the goals of the district wellness policy. Wellness Program Coordinators will report to the School Committee annually.

SOURCE: MASC

LEGAL REFS.: The Child Nutrition and WIC Reauthorization Act of 2004, Section 204, P.K. 108-265

The Richard B. Russell National School Lunch Act, 42 U.S.C. 1755 - 1769h The Child Nutrition Act of 1966, 42 U.S. C. 1771-1789

CROSS REFS.: EFC, Free and Reduced-Cost Food Services

IHAMA, Teaching About Alcohol, Tobacco and Drugs KI, Public Solicitations/Advertising in District Facilities

Adoption date: December 19, 2007

## FOOD ALLERGY RESOURCE LIST

- Allergy and Asthma Foundation of America, New England Chapter (AAFA)  
109 Highland Ave.  
Needham, MA 02494  
781.444.7778  
877.2.ASTHMA  
[www.asthmaandallergies.org](http://www.asthmaandallergies.org)
- Food Allergy and Anaphylaxis Network (FAAN)  
11781 Lee Jackson Hwy., Suite 160  
Fairfax, VA 22033-3309  
800-929-4040  
[www.foodallergy.org](http://www.foodallergy.org)
- Allergy & Asthma Network- Mothers of Asthmatics  
2751 Prosperity Ave., Suite 150  
Fairfax, VA 22031  
Phone: 800-878-4403  
[www.aanma.org](http://www.aanma.org)
- American Academy of Allergy Asthma and Immunology (AAAAI)  
555 East Wells Street  
Suite 1100  
Milwaukee, WI 53202-3823  
Phone: (414) 272-6071  
[www.aaaai.org](http://www.aaaai.org)
- American College of Allergy Asthma & Immunology (ACAAI)  
85 West Algonquin Road, Suite 550  
Arlington Heights, IL 60005  
[www.acaai.org](http://www.acaai.org)
- Allergy Clinic at Children's Hospital Boston  
300 Longwood Avenue, Boston  
617-355-6117  
[www.childrenshospital.org/clinicalservices](http://www.childrenshospital.org/clinicalservices)
- Educating for Food Allergies, LLC  
Jan Hanson, M.A.  
Shelly Creager, B.S.N  
80 Washington Street  
Building O-53  
Norwell, Massachusetts 02061  
Tel: (781) 982-7029  
[www.foodallergyed.com](http://www.foodallergyed.com)

# **Woburn Public Schools' Wellness Guidelines**

## **Nutrition**

The Wellness Program of the Woburn Public Schools requires that separate guidelines be developed which serve to maximize the nutritional value of each individual food or beverage made available to students throughout the day by decreasing fat and added sugars, increasing nutritional density and moderating portion size.

In keeping with this requirement, the district-wide Wellness Committee has developed the following guidelines for foods sold outside of reimbursable school meals such as through vending machines, cafeteria a la carte sales, snack bars, school stores and concession stands, excluding bake sales:

- **Beverages**
  - **Allowed:** water or sparkling water without added caloric sweeteners; fruit and vegetable juices and fruit-based drinks that contain 100% fruit juice and that do not contain additional caloric sweeteners; unflavored or flavored low-fat or fat-free milk, sports drinks not to exceed 17 grams of sugar. Only water and milk are available at the elementary level.
  - **Not allowed until one-half hour after school ends:** soft drinks containing caloric sweeteners; sports drinks; iced teas; fruit-based drinks that contain less than 50% real fruit juice or that contain additional caloric sweeteners.
- **Foods – a food item sold individually:**
  - **Will have no more than 30% of its calories from fat (excluding nuts, seeds, peanut butter, and other nut butters) and 10% of its calories from saturated and trans fat combined (not to exceed 9 grams per serving).**
  - **Will have no more than 8 grams of sugar per serving**
  - **Will have no more than 32 grams of total carbohydrates per serving**
  - **A choice of at least two fruits and/or non-fried vegetables will be offered for sale at any location on the school site where foods are sold. Such items could include, but are not limited to, fresh fruits and vegetables; 100% fruit or vegetable juice.**
- **Portion sizes – limit portion sizes of foods and beverages sold individually to those listed below:**

- 1.3 ounces for cookies;
  - Two ounces for cereal bars, granola bars, pastries, and other bakery items (with the exception of muffins and bagels which are 4-5 oz.);
  - Four fluid ounces for frozen desserts, including, but not limited to, low-fat or fat-free ice cream;
  - Eight ounces for non-frozen yogurt
- Fundraising Activities – The district will encourage non-food items to be sold as a part of school sponsored fundraising activities.
  - Rewards – Schools will encourage the use of non-food rewards for academic performance or good behavior, and will not withhold food or beverages (including food served through school meals) as a punishment.
  - Celebrations – Schools should limit celebrations that involve food during the school day. The district will disseminate a list of healthy party ideas to parents and teachers. Due to health and safety concerns, when food is made available, pre-packaged/store bought items with ingredients listed are required. It is strongly encouraged that celebrations be limited to one per month.
  - School-sponsored events (such as, but not limited to, athletic events, dances, or performances) – Schools are encouraged to meet the nutritional standards for meals or for foods and beverages sold individually (above) when such items are offered or sold at school-sponsored events outside of the school day.

# **Woburn Public Schools' Wellness Guidelines**

## **Students with Life-Threatening Allergies**

### **Purpose**

The Woburn Public Schools recognize the increasing prevalence of student allergies and the life-threatening nature of allergies for many students. The goals of this protocol are to minimize the risk of exposure to allergens that pose a threat to students, to educate all members of the school community on management of student allergies, and to plan for the needs of students with allergies. Further, this protocol aims to provide age-appropriate procedures and to assist children in assuming more individual responsibility for their health and safety as they grow older. The schools will work with students with life-threatening allergies and their parents to address the students' emotional and social needs in addition to their health needs.

The protocol outlines procedures and practices and designates staff member responsibilities for implementation of the protocol.

### **Responsibilities**

The implementation of the District protocol and of the individualized plan for each student with a life-threatening allergy requires cooperation among administrators, teachers and other staff members, parents, and the student as appropriate.

### **Responsibility of the School Nurse**

The School Nurse will:

1. discuss the child's allergy with the parent and develop an Individual Health Care Plan and an Allergy Action Plan at the beginning of the school year, or as needed when a student's allergy is identified. The plan will be reviewed annually.
2. maintain all student Allergy Action Plans in an available location in the nurse's office.
3. consult with the classroom teachers (for all preschool to grade 8 students) to develop a classroom-specific protocol to accommodate students as needed.
4. provide training:
  - to all staff members annually on the topic of management of student allergies. This training will address prevention efforts, information about common allergies, recognition of signs of an allergic reaction including anaphylaxis and the emergency response plan.

- To appropriate staff members regarding the administration of an Epi-pen, as outlined in the Department of Public Health regulations. Additional training will be conducted with staff that has a student with a life-threatening allergy in their classroom. This training will be reviewed periodically during the school year as needed, such as prior to a field trip.
5. maintain a list of all staff members trained to use an Epi-pen.
  6. keep a record of all Epi-pens, with their expiration dates, along with the physician orders and care plans, and notify staff about location of Epi-pens
  7. meet with the Food Service Director each year to provide information about specific student allergies and associated safety needs.
  8. arrange for a trained professional to attend field trips with a student with a life-threatening allergy in the event a parent cannot attend.
  9. ensure that any student receiving emergency epinephrine will be transported to the hospital via emergency services accompanied by a known adult.
  10. provide a contingency plan, as part of the emergency response plan, in the event that the nurse is not in the building.

#### **Responsibility of Administration**

The School Administrator will:

1. arrange time necessary for the school nurse to conduct the training of staff during staff meeting time.
2. provide walkie-talkies, or other means of communication, to staff supervising students with food allergies outside the classroom setting if no other means of communication is readily available or the location is not in the proximity to the administrative/nurse's offices.
3. facilitate and support the accommodations developed for individual students, including the classroom-specific protocols. As needed, the administrator will develop and execute a management plan to implement accommodations required beyond the individual classroom, such as requirements concerning team classrooms, specialist classrooms, and common areas.
4. provide reminders to staff of the risks of food allergies at high-risk times of the year (e.g., Halloween, Valentine's Day).
5. inform the school nurse of any upcoming field trips.
6. provide classroom teachers with information regarding students with allergies and the signs and symptoms of an allergic reaction. The district allergy protocol will be provided at this time.
7. require that when food is consumed by staff and parents in areas that students access, tables/desks or other spaces will be wiped with an appropriate cleaning substance prior to leaving room.
8. ensure that any student receiving Epinephrine will be transported to the hospital via emergency services and will be accompanied by an adult from the school.

## **Responsibility of the Food Service Director**

The Food Service Director will:

1. be aware and knowledgeable of all aspects and procedures in operating the kitchen, food preparation and serving including: menus, recipes, food products and ingredients, food handling procedures and cleaning and sanitation practices.
2. establish communications and training for all school food service staff and related personnel regarding safe food preparation, student food allergies and cross contamination.
3. maintain information concerning food ingredients or food labels with such information from each food served for at least 24 hours following service in case any student displays an allergic reaction.
4. maintain contact information with vendors and purveyors to access food content information and require clear and complete labeling of all food products.
5. annually review the laws protecting students with food allergies as they relate to food services.

## **Responsibility of the Parents**

The parents of students with food allergies will:

1. provide documentation from the child's allergist regarding the specific food allergen(s), an Epi-pen, as well as appropriate orders for the administration of an Epi-pen during school as well as for any and all after school activities.
2. provide a picture of their child for the Allergy Action Plan.
3. be strongly encouraged to provide the classroom teacher with safe snacks that can be eaten during classroom celebrations. These snacks may be home-made if there is no store-bought safe equivalent.
4. be strongly encouraged to inform the bus or van driver, and any substitute driver when possible, about their child's food allergy.
5. be strongly encouraged to provide the student's Allergy Action Plan and an Epi-pen to persons responsible for the child during after-school activities located at the school or sponsored by the school.
6. be strongly encouraged to attend all field trips with their child.

## **Classroom Procedures (preschool to grade 5):**

1. A copy of the student's Allergy Action Plan, with photo will be given to the student's classroom teacher. Copies of all Allergy Action Plans for the class will be placed in the substitute folder.
2. The classroom teacher, in collaboration with the nurse and with input from the parents of the student with a life-threatening allergy will develop a classroom-specific protocol regarding the management of food in the classroom including any celebration involving the consumption of food. The classroom or specific tables will be designated allergen-free, as needed. The classroom protocol also will address cleaning of tables and

chairs. Development of the classroom protocol will take into account the ages of the students and the emotional and social needs of the student with life-threatening allergies.

3. The nurse will inform other staff members about students with allergies, as needed(,)and with the permission of the student's parents.
4. A letter from the school nurse and classroom teacher will be sent to all parents in the class informing them that a student with a food allergy is a member of the class, whether the classroom will be designated as "allergen free," and the required accommodations for the safety of the student(s).
5. An age-appropriate review of food allergies will be conducted with classroom students at the beginning of the school year. This review will be done by the classroom teacher or in conjunction with the school nurse if requested by the teacher.
6. The school nurse may be consulted prior to any grade-wide or school-wide activity during school hours involving the consumption of food. The teachers, in consultation with the school nurse, will review any curriculum-related activity involving food, the presence of animals in a classroom with a student with life-threatening allergies, and other practices that may expose a student to allergens (e.g., sharing of musical instrument(s)).
7. All students will be discouraged from sharing or trading of food in the classroom.
8. In no instance shall a staff member make decisions to allow food to be given to a child with a life-threatening allergy unless that staff member has spoken with the nurse or parent.
9. Information on appropriate hygiene, including the benefits of frequent hand washing, will be provided to students at the beginning of the year and reinforced periodically throughout the school year.
10. The classroom teacher of a student with a life-threatening allergy will be provided a means to communicate with the school nurse or administration office in the event of an emergency.

#### **Classroom Procedures (grades 6 to 8):**

1. A copy of the student's Allergy Action Plan, with photo will be given to the student's core subject teachers. The teachers will provide a mechanism to inform substitutes about student allergies.
2. The nurse will specifically inform teachers concerning any accommodations provided in a student's Allergy Action Plan, especially concerning the presence of food in a classroom or for a special event. The classroom teacher, in collaboration with the nurse and with input from the parents of the child with a life-threatening allergy, will develop a classroom-specific protocol regarding the management of food in the classroom. The teacher will consult with the parent of students with food allergies and the nurse prior to any celebration involving the consumption of food. Allergen-free tables will be provided, as needed, in individual classrooms.

3. The nurse will inform other staff members about students with allergies, as needed and with the permission of the student's parents.
4. Any teacher of a student with a life-threatening allergy will be provided a means to communicate with the school nurse or administration office in the event of an emergency.

#### **Field Trip Procedures**

1. The nurse must be notified of all field trips two weeks prior to the scheduled date.
2. It is recommended that parent(s) of the student with a life-threatening allergy attend all field trips with their child. If the parent is unable to attend, the student with a life-threatening allergy will be placed in the group chaperoned by the teacher. A trained professional will attend field trips including a student with a life-threatening allergy in the event a parent cannot attend.
3. The student's Epi-pen and Allergy Action Plan will be sent on the field trip. The nurse will review with the teacher the signs and symptoms of an allergic reaction and administration of an Epi-pen prior to the trip. Planning for the field trip will include designation of the person who will carry an Epi-pen.
4. The teacher will carry a cell phone or other means of communication, and will be instructed to follow the Allergy Action Plan and to call 911\*77 in the event of a suspected allergic reaction.
5. Plans for lunch and snack will be discussed prior to the field trip. If eating takes place outside of school, the same precautions in place at school will be followed on the field trip. While eating on the bus is not permitted, if lunch or snack must be held on the bus because of weather or unforeseen conditions, the student(s) with a life-threatening allergy will sit in an area designated to maintain necessary safety and separation from any possible allergens. Lunches of children with food allergies should be stored separately to minimize cross-contamination.

#### **Cafeteria Procedures**

1. The school kitchen will prepare all products in a manner that will minimize the risk of cross contamination of foods. This preparation area and all utensils will be washed in hot, soapy water immediately after the completion of the task.
2. All products that contain nuts/peanuts will be clearly marked and individually wrapped.
3. Peanut/nut-free or other allergen-free tables (or areas of tables) will be provided as needed and will be clearly identified. Schools are encouraged to locate and implement allergen-free tables in a manner that minimizes the isolation of allergic students. When feasible, other students will be encouraged to sit at allergen-free tables if appropriate measures are in place to minimize cross-contamination of the allergen-free tables.

4. The staff on lunch duty will ensure that the allergen-free table(s) and chairs will be washed before lunches begin and after each group finishes. The same table and benches shall be used each day and will be clearly marked as allergen-free.
5. The staff on lunch duty shall monitor the students' compliance with the food allergy protocol at allergen-free table(s). They should also be aware of any bullying or teasing behavior toward a student with food-allergies and report any incidents to the administrator.
6. Students will not share or trade food or utensils throughout the cafeteria with children with life-threatening allergies.
7. All kitchen staff will use latex-free gloves.

### **Transportation Procedures**

1. Each school bus or van will have a working means of two-way communication and a plan to check the communication system periodically.
2. Eating will not be allowed on routine school bus or van routes. Exceptions will be provided for students with diabetes who may need a snack to treat a hypoglycemic episode or for circumstances where students are traveling for long periods of time. Students will be informed of this policy at the beginning of each school year.
3. Parents are strongly encouraged to inform the bus or van driver, and any substitute driver when possible, about their child's food allergy. The student with life-threatening allergies should be encouraged to sit in the front of the bus.
4. School bus drivers shall be trained annually in allergy awareness and response by appropriate personnel, per their individual contracts. If the drivers are employed by the school district, this training will include recognition of an allergic reaction and implementation of bus emergency procedures.
5. Bus drivers will not distribute food or treats to students.

### **Emergency Response Procedures**

1. All staff members will be trained on the management of student allergies. The training will address prevention efforts, information about common allergens, recognition of signs of an allergic reaction including anaphylaxis, and the emergency response plan. The training will be provided annually at the start of the school year. Appropriate staff members will be trained regarding the administration of an Epi-pen, as outlined in the Department of Public Health regulations. All staff members will be informed of the location of the Epi-pens.
2. When allergic symptoms are suspected in a student, the teacher or staff member supervising the student shall activate the Allergy Action Plan. The school nurse shall be contacted as soon as possible. No staff member will decide that potential symptoms do not warrant a response without consulting the school nurse. Parents will be informed whenever allergic symptoms are suspected in a student with diagnosed allergies.
3. All staff members supervising students with life-threatening allergies must have a means of communication to call for assistance.

4. Any student receiving emergency epinephrine will be transported with an adult to the hospital via emergency services.
5. The student's parent(s) will be notified as soon as possible in the event of anaphylactic reaction and as appropriate in the event of other allergy symptoms.
6. The school nurse or another school staff member trained to administer epinephrine in accordance with 105 CMR 210 must be available in each school facility during the school day. Staff will be informed of procedures to follow in the absence of the school nurse.
7. The school nurse will maintain an authorization signed by the school physician to administer epinephrine to individuals with unknown allergies. In the event that an individual with unknown allergies exhibits symptoms of anaphylaxis, staff members will contact the nurse and call 911.
8. Substitute teachers, when applying for employment, will be provided information on the management of student allergies. This information will address prevention efforts, information about common allergens, recognition of signs of an allergic reaction including anaphylaxis, and the emergency response plan.
9. All Epi-pens will be kept in an unlocked cabinet during the school day. With physician authorization and if a physician deems necessary, Epi-pens may be kept in the classroom.

## Appendix 4

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 (IN PROCESS)**

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

Sponsor: **Woburn**

Agreement Number: **09-347**

Claim Month and Year: **November 2018**

Site # and Name	Enrollment	Avg Daily Att	Operating Days			Number of Arms		Lunches Served to Students				Breakfasts Served to Students				Srv. Need Brk.	After School 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
347-040 CLYDE REEVES	404	387	17	0	0	66	23	810	263	2,171	3,244	0	0	0	0	N	0	0	0	0	N	0	0	0	4,314.08 (194.64)	DONE
347-410 DANIEL L. JOYCE JR. HIGH	522	499	17	17	17	131	20	1,668	265	2,851	4,784	363	16	165	544	Y	0	0	346	346	N	0	0	0	8,348.17 (287.04)	DONE
347-015 GOODYEAR	299	285	17	17	0	105	14	1,281	203	1,343	2,827	177	7	163	347	Y	0	0	0	0	N	0	0	0	5,858.98 (169.62)	DONE
347-405 JOHN F. KENNEDY JR. HIGH	470	449	17	17	0	144	41	1,870	533	2,209	4,612	301	88	66	455	Y	0	0	0	0	N	0	0	0	9,528.76 (276.72)	DONE
347-025 LINSCOTT-RUMFORD	208	200	17	17	0	67	10	982	154	958	2,094	233	12	62	307	Y	0	0	0	0	N	0	0	0	4,661.10 (125.64)	DONE
347-035 MALCOLM WHITE	321	307	17	17	17	125	18	1,744	232	1,420	3,396	754	57	348	1,159	Y	974	0	0	974	Y	0	0	0	9,804.38 (203.76)	DONE
347-065 MARY D. ALTAVESTA	245	231	17	17	17	69	19	908	266	1,240	2,414	219	75	105	399	Y	0	0	436	436	N	0	0	0	4,982.87 (144.84)	DONE
347-043 SHAMROCK	220	209	17	17	0	129	18	1,475	232	1,068	2,775	806	0	0	806	Y	0	0	0	0	Y	0	0	0	7,779.79 (166.50)	DONE
347-900 ST. CHARLES ELEMENTARY SCHOOL	154	146	17	0	0	17	4	269	33	911	1,213	0	0	0	0	N	0	0	0	0	N	0	0	0	1,341.61 (72.78)	DONE
347-505 WOBURN HIGH	1,298	1,223	17	17	17	326	77	3,419	855	4,701	8,975	406	103	137	646	Y	3,701	0	0	3,701	N	0	0	0	20,269.49 (538.50)	DONE
347-020 Wyman-Hurd Elementary School	387	370	17	0	0	75	14	882	186	2,302	3,370	0	0	0	0	N	0	0	0	0	N	0	0	0	4,376.50 (202.20)	DONE
<b>TOTALS**</b>	<b>4,528</b>	<b>4,306</b>	<b>17</b>	<b>17</b>	<b>17</b>	<b>1,254</b>	<b>258</b>	<b>15,308</b>	<b>3,222</b>	<b>21,174</b>	<b>39,704</b>	<b>3,259</b>	<b>358</b>	<b>1,046</b>	<b>4,663</b>	<b>Y</b>	<b>4,675</b>	<b>0</b>	<b>782</b>	<b>5,457</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>81,265.73</b> <b>(2,382.24)</b>	

\*\*Reimbursement amounts may differ due to rounding.

Errors or No Claims

<sup>1</sup> Provision 2 Breakfast Only <sup>2</sup> Provision 2 Lunch Only <sup>3</sup> Provision 2 Breakfast and Lunch <sup>4</sup> 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 (IN PROCESS)**

I have reviewed the number of meals entered and confirm them to be accurate.  
 Reviewed By: Joseph Elia, Date: 01/15/2019 01:36:13 PM

Sponsor: **Woburn** Agreement Number: **09-347** Claim Month and Year: **December 2018**

Site # and Name	Enrollment	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 (State)	Status		
			Lun	Brk	Snk	Free	Redu	Free	Redu	Paid	Total	Free	Redu	Paid	Total	Sev. Need Brk	Free	Redu	Paid	Total	All Free	Free			Paid	Total
347-040 CLYDE REEVES	407	391	15	0	0	68	23	751	241	1,894	2,886	0	0	0	0	N	0	0	0	0	N	0	0	0	3,947.42 (173.16)	DONE
347-410 DANIEL L. JOYCE JR. HIGH	521	500	15	15	15	130	20	1,503	233	2,422	4,158	358	12	137	507	Y	0	0	335	335	N	0	0	0	7,510.73 (249.48)	DONE
347-015 GOODYEAR	303	291	15	15	0	106	15	1,121	180	1,234	2,535	183	13	148	344	Y	0	0	0	0	N	0	0	0	5,230.37 (152.10)	DONE
347-405 JOHN F. KENNEDY JR. HIGH	470	443	15	15	0	144	41	1,602	469	1,950	4,021	239	79	57	375	Y	0	0	0	0	N	0	0	0	8,187.66 (241.26)	DONE
347-025 LINSKOTT-RUMFORD	206	198	15	15	0	69	10	869	134	832	1,835	215	16	57	288	Y	0	0	0	0	N	0	0	0	4,141.56 (110.10)	DONE
347-035 MALCOLM WHITE	321	301	15	15	15	127	20	1,533	211	1,217	2,961	620	82	263	965	Y	1,178	0	0	1,178	Y	0	0	0	8,874.35 (177.66)	DONE
347-065 MARY D. ALTAVESTA	246	235	15	15	15	70	20	869	255	1,042	2,166	227	82	112	421	Y	0	0	331	331	N	0	0	0	4,769.28 (129.96)	DONE
347-043 SHAMROCK	221	207	15	15	0	131	18	1,305	182	940	2,427	705	0	0	705	Y	0	0	0	0	Y	0	0	0	6,794.89 (145.62)	DONE
347-900 ST. CHARLES ELEMENTARY SCHOOL	154	141	12	0	0	17	4	177	22	594	793	0	0	0	0	N	0	0	0	0	N	0	0	0	881.61 (47.58)	DONE
347-505 WOBURN HIGH	1,294	1,195	15	15	0	332	78	2,915	715	4,030	7,660	297	51	50	398	Y	0	0	0	0	N	0	0	0	14,183.12 (459.60)	DONE
347-020 Wyman-Hurid Elementary School	386	368	15	0	0	72	14	788	177	2,062	3,027	0	0	0	0	N	0	0	0	0	N	0	0	0	3,944.19 (181.62)	DONE
<b>TOTALS**</b>	<b>4,529</b>	<b>4,270</b>	<b>15</b>	<b>15</b>	<b>15</b>	<b>1,266</b>	<b>263</b>	<b>13,433</b>	<b>2,819</b>	<b>18,217</b>	<b>34,469</b>	<b>2,844</b>	<b>335</b>	<b>824</b>	<b>4,003</b>	<b>1,178</b>	<b>0</b>	<b>666</b>	<b>1,844</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>68,465.19</b> <b>(2,068.14)</b>		

\*\*Reimbursement amounts may differ due to rounding.

Errors or No Claims

<sup>1</sup> Provision 2 Breakfast Only <sup>2</sup> Provision 2 Lunch Only <sup>3</sup> Provision 2 Breakfast and Lunch <sup>4</sup> 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 (IN PROCESS)

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

Reviewed By: Joseph Elia, Date: 02/14/2019 01:23:18 PM

Sponsor: **Woburn**

Agreement Number: **09-347**

Claim Month and Year: **January 2019**

Site # and Name	Enrollment	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 (State)	Status				
			Lun.	Brk.	Snk.	Free	Redu.	Free	Redu.	Free	Redu.	Paid	Total	Free	Redu.	Paid	Total	Free	Redu.	Paid	Total	All Free			Free	Paid	Total	
347-040 CLYDE REEVES	398	377	21	0	0	81	24	1,105	318	2,309	3,732	0	0	0	0	N	0	0	0	0	0	0	0	0	0	0	5,522.64 (223.92)	DONE
347-410 DANIEL L. JOYCE JR. HIGH	522	496	21	21	21	139	24	2,092	301	3,163	5,556	523	30	195	748	Y	0	0	352	352	N	0	0	0	0	10,377.35 (333.36)	DONE	
347-015 GOODYEAR	306	290	21	21	0	111	19	1,609	284	1,725	3,618	262	4	261	527	Y	0	0	0	0	N	0	0	0	0	7,553.01 (217.08)	DONE	
347-405 JOHN F. KENNEDY JR. HIGH	470	440	21	21	0	147	43	2,242	668	2,590	5,500	304	98	48	450	Y	0	0	0	0	N	0	0	0	0	11,343.56 (330.00)	DONE	
347-025 LINSKOTT-RUMFORD	208	196	21	21	0	77	11	1,321	217	1,019	2,557	341	23	46	410	Y	0	0	0	0	N	0	0	0	0	6,259.61 (153.42)	DONE	
347-055 MALCOLM WHITE	316	295	21	21	21	130	20	2,165	283	1,608	4,056	751	81	401	1,233	Y	995	0	0	995	Y	0	0	0	0	11,517.48 (243.36)	DONE	
347-065 MARY D. ALTAVESTA	245	228	21	21	21	78	22	1,290	361	1,296	2,947	339	112	146	597	Y	0	0	375	375	N	0	0	0	0	6,905.79 (176.82)	DONE	
347-043 SHAMROCK	224	210	21	21	0	144	17	1,908	240	1,181	3,329	1,090	0	0	1,090	Y	0	0	0	0	Y	0	0	0	0	9,912.31 (199.74)	DONE	
347-900 ST. CHARLES ELEMENTARY SCHOOL	154	148	21	0	0	17	4	323	60	1,161	1,544	0	0	0	0	N	0	0	0	0	N	0	0	0	0	1,696.28 (92.64)	DONE	
347-505 WOBURN HIGH	1,287	1,201	21	21	0	345	87	3,960	890	4,708	9,558	467	77	126	670	Y	0	0	0	0	N	0	0	0	0	18,910.58 (573.48)	DONE	
347-020 Wynan-Hurd Elementary School	382	364	21	0	0	74	16	1,101	244	2,801	4,148	0	0	0	0	N	0	0	0	0	N	0	0	0	0	5,478.16 (248.88)	DONE	
<b>TOTALS**</b>	<b>4,517</b>	<b>4,245</b>	<b>21</b>	<b>21</b>	<b>21</b>	<b>1,343</b>	<b>287</b>	<b>19,118</b>	<b>3,866</b>	<b>23,561</b>	<b>46,545</b>	<b>4,077</b>	<b>425</b>	<b>1,223</b>	<b>5,725</b>	<b>995</b>	<b>0</b>	<b>727</b>	<b>1,722</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>95,476.77</b> <b>(2,792.70)</b>		

\*\*Reimbursement amounts may differ due to rounding.

#### Errors or No Claims

<sup>1</sup> Provision 2 Breakfast Only   <sup>2</sup> Provision 2 Lunch Only   <sup>3</sup> Provision 2 Breakfast and Lunch   <sup>4</sup> 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 FEB-2019 Claim 1, Rev 0 (IN PROCESS) ▼

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

Reviewed By: Joseph Elia, Date: 03/12/2019 09:24:52 AM

Sponsor: **Woburn**

Agreement Number: **09-347**

Claim Month and Year: **February 2019**

Site # and Name	Enrollment	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 (State)	Status		
			Lun.	Brk.	Snk.	Free	Redu.	Free	Redu.	Paid	Total	Free	Redu.	Paid	Total	Free	Redu.	Paid	Total	All Free	Free	Paid	Total					
347-040 CLYDE REEVES	397	377	15	0	0	82	24	846	241	1,642	2,729	0	0	0	0	N	0	0	0	0	0	0	0	0	0	0	4,174.33 (163.74)	DONE
347-410 DANIEL L. JOYCE JR. HIGH	524	496	15	15	15	142	23	1,499	205	2,164	3,868	342	22	137	501	Y	0	0	454	454	N	0	0	0	0	0	7,312.31 (232.08)	DONE
347-015 GOODYEAR	308	291	15	15	0	109	19	1,153	226	1,244	2,623	179	0	150	329	Y	0	0	0	0	N	0	0	0	0	0	5,446.67 (157.38)	DONE
347-005 JOHN F. KENNEDY JR. HIGH	473	443	15	15	0	153	42	1,638	513	1,819	3,970	213	69	47	329	Y	0	0	0	0	N	0	0	0	0	0	8,314.05 (238.20)	DONE
347-025 LINSBROOK RUMFORD	207	199	15	15	0	77	11	1,003	151	760	1,914	250	11	18	279	Y	0	0	0	0	N	0	0	0	0	0	4,670.63 (114.84)	DONE
347-065 MALCOLM WHITE	313	297	15	15	15	128	17	1,592	183	1,183	2,958	526	41	234	801	Y	1,488	0	0	1,488	Y	0	0	0	0	0	8,973.95 (177.48)	DONE
347-065 MARY D. ALTAVESTA	244	232	15	15	15	78	22	930	288	980	2,198	211	80	119	410	Y	0	0	358	358	N	0	0	0	0	0	5,016.33 (131.88)	DONE
347-043 SHAMROCK	225	211	15	15	0	146	16	1,388	155	803	2,346	765	0	0	765	Y	0	0	0	0	Y	0	0	0	0	0	7,072.12 (140.76)	DONE
347-900 ST. CHARLES ELEMENTARY SCHOOL	154	142	13	0	0	17	4	187	37	701	925	0	0	0	0	N	0	0	0	0	N	0	0	0	0	0	999.45 (55.50)	DONE
347-505 WOBURN HIGH	1,286	1,164	15	15	0	353	88	3,145	761	3,712	7,618	316	26	62	404	Y	0	0	0	0	N	0	0	0	0	0	14,975.56 (457.08)	DONE
347-020 Wyman-Hurd Elementary School	381	357	15	0	0	74	16	786	171	1,997	2,954	0	0	0	0	N	0	0	0	0	N	0	0	0	0	0	3,895.58 (177.24)	DONE
<b>TOTALS**</b>	<b>4,512</b>	<b>4,209</b>	<b>15</b>	<b>15</b>	<b>15</b>	<b>1,359</b>	<b>282</b>	<b>14,167</b>	<b>2,931</b>	<b>17,005</b>	<b>34,103</b>	<b>2,802</b>	<b>249</b>	<b>767</b>	<b>3,818</b>	<b>1,488</b>	<b>0</b>	<b>812</b>	<b>2,300</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>70,850.95</b> <b>(2,046.18)</b>	

\*\* Reimbursement amounts may differ due to rounding.

#### Errors or No Claims

<sup>1</sup> Provision 2 Breakfast Only   <sup>2</sup> Provision 2 Lunch Only   <sup>3</sup> Provision 2 Breakfast and Lunch   <sup>4</sup> Community Eligibility Provision

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## Appendix 5

## **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.
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

## **Crediting for, and use of, donated foods**

1. 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.
2. 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 15<sup>th</sup> 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

3. 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.

#### **Storage and inventory management of donated foods**

1. 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.
2. 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.
3. 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.

#### **Required contract provisions that must also be included in the request for proposal**

1. 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).
2. 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.
3. The food service management company shall use the USDA's November 15<sup>th</sup> 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.
4. 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.

5. The food service management company 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.
6. The distributing agency, subdistributing 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.
7. The food service management company shall will maintain records to document its compliance with 7 CFR 250.54(b).
8. Extensions or renewals of the contract, if applicable, are contingent upon fulfillment of all contract provisions relating to donated foods.

### **Recordkeeping and reviews**

1. The food service management company must maintain the following records relating to the use of donated foods in its contract with the recipient agency:
  - a. The donated foods and processed end products received from, or on behalf of, the recipient agency, for use in the recipient agency's food service;
  - b. Documentation that it has credited the recipient agency for the value of all donated foods received for use in the recipient agency's food service in the school year, including, in accordance with the requirements in 7 CFR 250.51(a), the value of donated foods contained in processed end products; and
  - c. Documentation of its procurement of processed end products on behalf of the recipient agency, as applicable.
2. The recipient agency must ensure that the food service management company is in compliance with the requirements of this part through its monitoring of the food service operation, as required in 7 CFR parts 210, 225, or 226, as applicable.
3. The recipient agency must also conduct a reconciliation at least annually (and upon termination of the contract) to 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 food service in the school year, including, in accordance with the requirements in 7 CFR 250.51(a), the value of donated foods contained in processed end products.

## Appendix 6

**2018-2019**

**DISTRICT HOURS**

**HIGH SCHOOL**

**ELEMENTARY**

COOK MANAGER	40	SATELLITE MANAGER	30	Altavesta
HELPER	35	HELPER	15	Altavesta
HELPER	35	SATELLITE MANAGER	35	Goodyear
HELPER	35	HELPER	20	Goodyear
HELPER	35	HELPER	15	Goodyear
HELPER	30	SATELLITE MANAGER	30	Linscott
HELPER	25	HELPER	15	Linscott
HELPER	25	SATELLITE MANAGER	30	Reeves
HELPER	2	HELPER	30	Reeves
		HELPER	20	Reeves
		SATELLITE MANAGER	35	Shamrock
<b>JOYCE MIDDLE SCHOOL</b>		HELPER	20	Shamrock
COOK MANAGER	35	HELPER	2	Shamrock
HELPER	35	SATELLITE MANAGER	24	St. Charles
HELPER	25	HELPER	2	St. Charles
HELPER	20	SATELLITE MANAGER	30	White
HELPER	20	HELPER	20	White
HELPER	20	HELPER	3	White/St Charles
HELPER	20	SATELLITE MANAGER	30	Hurld Wyman
<b>KENNEDY MIDDLE SCHOOL</b>		HELPER	25	Hurld Wyman
COOK MANAGER	35	HELPER	20	Hurld Wyman
HELPER	35			
HELPER	25			
HELPER	20			
HELPER	20			
HELPER	15			