WESTPORT BOARD OF EDUCATION 110 MYRTLE AVENUE WESTPORT, CT 06880 203 341-1002

SPECIFICATION COVER SHEET BID#22-012-RFP FOOD SERVICE MANAGEMENT COMPANIES

VENDOR MUST ENCLOSE <u>SIX COPIES</u> OF THIS SPECIFICATION COVER SHEET and <u>SIX COPIES</u> OF THE BID SPECIFICATIONS PRICING SHEETS (FIVE [5] HARDCOPIES [1] ONE DIGITAL WHEN RESPONDING TO THIS BID.

The Westport Board of Education reserves the right to reject any and all bids, or separate parts thereof, requested herein before. When items are mentioned by a particular brand, substitution of equal quality items will be considered only if the proposed substitution is clearly stated. When a bidder fails to so identify a proposed substitution, it will be assumed that he is bidding on the exact item requested. The Westport Board of Education is exempt from the payment of Federal Excise Taxes and Connecticut Sales and Use Tax according to State Statute. Such taxes must not be included in bid prices nor added to any items specified.

INSTRUCTIONS ON BIL	DEADLINES A	AND REQUIREMENTS:			
NAME OF BID:	BID# 22-012-R	FP REQUEST FOR PRO	POSAL/CONTRACT:	FOOD SERVICE COM	PANIES
TYPE OF BID:	Sealed Bid	QUOTATIO	N#:		
BID CLOSURE DATE:	Received Until:	DATE: May 16, 2022	TIME: <u>10:00 A.M. Ro</u>	om 307	
A mandatory walkthroug Lobby), 70 North Avenue					
LOCATION TO FORWA	ARD BIDS:	Elio Longo, Chief Fine Westport Board of Ed 110 Myrtle Avenue, Ro Westport, CT 06880	ucation		
BID SECURITY:	Bid Security Rec	quired_5% Bid Security	Not Required		
PREVAILING WAGE: 1	Required		Not Required		
	Name of Bid on I			.NIES	
LENGTH OF TIME PRIC	CES WILL BE I	HONORED: MUST	BE 120 DAYS		
STATE ESTIMATED DE STATE ESTIMATED CO					
I have read and understand	the bidding requ	irement of this bid specif	ication included for my re	view herein:	
Signature of Company Repr	esentative		Date	· · · · · · · · · · · · · · · · · · ·	
TYPED NAME AND TIT	LE:				
COMPANY:_					
ADDRESS:		TOWN:_	STATE:_	ZIP:	
TELEPHONE NUMBER:			FAX NUMBER:		
EMAILADDRESS: (Pla	ase printclearls	vorattach business card)	: 		

WESTPORT BOARD OF EDUCATION

Elio Longo Chief Financial Officer 110 MYRTLE AVENUE Westport, CT 06880 203 341-1002

INVITATION TO BID BID 22-012-RFP REQUEST FOR PROPOSAL/CONTRACT: FOOD SERVICE COMPANIES

Notice is hereby given that sealed bids on the following will be received at the Office of the Chief Financial Officer until:

May 16, 2022 at 10:00 A.M.

at which time they will be publicly opened and read aloud:

BID 22-012-RFP REQUEST FOR PROPOSAL/CONTRACT: FOOD SERVICE COMPANIES

Specifications, if not attached, may be obtained at the office of the:

Elio Longo Chief Financial Officer

NOTE: A mandatory walkthrough is required on Wednesday, April 27, 2022 at 3:30 P.M. beginning at Staples High School, 70 North Avenue, Westport, CT and continuing on to Bedford Middle School, ending at Greens Farms School.

The Board of Education reserves the right to reject any and all bids, or any part thereof, to waive defects in the same, or to accept any proposal it deems to be in the best interest of the Board of Education and/or the Town of Westport.

Questions regarding this bid should be directed to Elio Longo, Chief Financial Officer, 203-341-1001 email: elongo@westportps.org

WESTPORT PUBLIC SCHOOLS CONNECTICUT

REQUEST FOR PROPOSAL/CONTRACT: FOOD SERVICE MANAGEMENT COMPANIES

RESPONSE DUE DATE: May 16, 2022 at 10 AM

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the <u>USDA Program Discrimination Complaint</u> Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (I)mail: U.S.Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) e-mail: program.intake@usda.gov.

This institution is an equal opportunity provider.

Revision: January 2016

SECTION A: General Information

A.1. Purpose of this request for proposal (RFP):

The organization or individual responding to this request will be referred to as the Food Service Management Company (FSMC and the contract will be between the FSMC and Westport Public Schools, hereafter referred to as the School Food Authority (SFA).

This solicitation is for the purpose of entering into a contract for the operation of a food service program for the SFA. Currently the SFA's food service program includes the following programs and options ("X"):

National School Lunch Program (NSLP) Fresh Fruit and Vegetable Program (FFVP) At-Risk Supper Program Special Milk Program X A la Carte Food

School Breakfast Program (SBP)
At-Risk Afterschool Snack
Child and Adult Care Food Program (CACFP)
Summer Food Service Program (SFSP)/Seamless
X Vending Items

The SFA requires the FSMC proposal to include the following programs and options in their response ("X"): National School Lunch Program (NSLP)

Breakfast Program (SBP)

National School Lunch Program (NSLP)
Fresh Fruit and Vegetable Program (FFVP)
At-Risk Supper Program
Special Milk Program
X A la Carte Food

At-Risk Afterschool Snack Child and Adult Care Food Program (CACFP) Summer Food Service Program (SFSP)/Seamless

X Vending Items

The FSMC will assume responsibility for the efficient management and consulting service of the food program including, but not limited to: menus, purchasing, receiving, storing, setting up cafeteria lines, counter service, cleanup, sanitation, training, hiring and supervising personnel, and presenting food in a way to create optimum student participation at the schools listed in Exhibit A.

A.2. Issuing Office

The Business Office is the issuing office for this document and all subsequent addenda relating to it. The information provided herein is intended to assist the FSMC in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide interested FSMCs with sufficient information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data there from. The FSMCs may expand upon the specification details to evidence service capability under any agreement within regulatory limits.

Questions related to any portion of this RFP must be directed in writing to the office noted above via mail or e-mail. Responses will be provided only to written questions submitted.

A.3. Procurement Method

All procurement transactions shall be conducted in a manner that provides maximum full and open competition.

The contract will be a Cost-Reimbursable contract where the FSMC will be paid on the basis of the direct costs (food, labor and supplies), incurred plus fixed fees (Administrative Fee - corporate overhead costs and Management Fee - negotiated profit). Administrative and Management Fees must be itemized to ensure there are no duplicate charges.

A.4. Consideration and Award

 The SFA may award a contract based upon the initial proposals received without discussion of such proposals. Accordingly, each initial proposal should be submitted with the most favorable price and service standpoint.

- b. The SFA reserves the right to reject any or all proposals received or any parts thereof for any reason whatsoever, to waive any informality in any proposal or in any provision in the RFP.
- c. The SFA will award the contract to the most responsible FSMC whose proposal is most responsive and advantageous to the SFA with price and other factors considered, provided that nothing herein shall be deemed to waive any requirement of federal, state or local law. A responsible FSMC is one in which financial, technical and other resources indicate an ability to perform the services required by this solicitation.
- d. FSMCs or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting proposals. Failure to do so will be at the FSMC's own risk and cannot secure relief on a plea of error. This must include the contract terms and conditions as noted in Section 1.
- Under no circumstances will the SFA be responsible for the cost of preparing any bid or proposal.
- f. Submitted proposals must not include overtly overly responsive items including but not limited to: funding scholarship programs, purchasing or gifting tickets, providing monetary gifts for unsolicited equipment, etc. The practice of including a requirement in solicitation documents or including contract clauses for the delivery of unsolicited funds, services, or items for anything that does not directly benefit the non-profit school food service account is unallowable.

A.5. Award Criteria

- a. It is the intent of the SFA to select the proposal that will best meet its needs and is most advantageous to the non-profit school food service program of the SFA. All responsive proposals will be evaluated and ranked. The contract may then be awarded to the company submitting the top-ranked proposal. The primary determining factor in the award shall be the price, further defined in this section.
- b. Proposals will be scored by a committee using the criteria and assigned points as detailed below.
- c. The committee will be comprised of three (3) or more qualified evaluators.
- d. Each evaluator will score each proposal individually.
- e. Evaluators may convene to discuss proposals and a single final score may be determined or scores from all evaluators may be averaged for one final score per proposal.
- f. The proposals shall then be ranked from highest to lowest.
- g. The highest scoring responsive and responsible bidder will be selected.

Criteria	Points	
Price/Costs	30	
Proposals will be evaluated based on: Guaranteed		
Profit, FSMC's Administrative & Management		
Fees.		
Experience, References and Service Capability	20	
Involvement of Students, Staff, and Community	15	
Menus, Concepts of Service, and Food Quality	15	
Financial Condition/Stability, Business Practices	5	
Accounting and Reporting Systems	5	
Personnel Management and Training	5	
Promotion of School Food Service Program	5	
TOTAL	100	

A.6. Oral Presentations

An oral presentation by a FSMC to supplement a proposal may be required. These presentations, if required, will be scheduled by the SFA subsequent to the receipt of proposals and prior to the award.

A.7. Site Visits to Proposers: Site visits to FSMC sites shall be scheduled as required.

SECTION B: Qualifications

The following qualifications and conditions must be met and/or addressed in the FSMC's proposal:

- B.1. The FSMC must be of sufficient size and expertise to furnish the resources needed to manage and continuously improve the food services operation. The qualification data shall be submitted by each FSMC along with the sealed proposal.
 - a. The FSMC must be licensed to do business in the State of Connecticut
 - The FSMC must have been doing business for five consecutive years or more with school districts.
 - c. The FSMC must be able to provide a performance bond for ten percent (10%) of the amount of the total sales of the food service program, should the FSMC be awarded the contract. A surety letter from an acceptable bonding or surety company indicating ability to obtain the bond must be included with the proposal.
 - Each FSMC shall include financial statements from three operating units that most closely match the characteristics of the SFA.
 - e. Annual reports of financial statements certified by a licensed public accountant for the last year must be included with the proposal along with a three (3) year financial summary.
- B.2. The FSMC must have extensive involvement and experience in the school food services field in the areas of: designing and planning serving and dining areas; selecting and procuring food products and food service equipment; nutrition; menu planning; on-site production; quality control; employee supervision; staff and management training; employee motivation; marketing and public relations. The inclusion in the proposal of model programs in these areas is encouraged.
- B.3. All proposals shall be valid and may not be withdrawn for sixty (60) days after submission.
- B.4. Bonding Requirement

The FSMC shall submit with its proposal, a bid guarantee for five percent (5%) of the total bid price in the form of a firm commitment such as a bid bond, certified check, cashier's check or postal money order. Bid guarantees will be returned to: (a) unsuccessful FSMCs after award of the contract; and (b) the successful FSMC upon execution of such further contractual documents (e.g., insurance coverage) and bonds as required by the proposal.

SECTION C: Proposal Format and Contents

Proposals must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. All proposals must include/address the following:

- C.1. Letter of Transmittal, which includes:
 - a. An introduction of the FSMC.
 - b. The name, address and telephone number of the person to be contacted, along with others who are authorized to represent the company in dealing with the SFA and RFP.
 - An expression of the FSMC's ability and desire to meet the requirements of the RFP, and a
 positive assertion of the FSMC's intention to do so.
 - d. Any other responsive information not otherwise included in the proposal.
- C.2. Executive Summary, which:
 - a. Briefly describes the FSMC's approach to the proposal and clearly indicates any options or alternatives.
 - b. Indicates any major requirements that cannot be met by the FSMC.
 - Highlights the major features of the proposal and identifies any supporting information considered pertinent and responsive.
- C.3. Price/Cost Information
 - a. List and describe any and all costs to the SFA for any Management Fee (FSMC's profit) to be charged as a flat rate or on a per meal basis.
 - b. List and describe any and all costs to the SFA for the Administrative Fee (FSMC's overhead and

other off-site costs not otherwise paid by the SFA) to be charged as a flat rate or on a per meal basis.

- If consulting services are not covered in Administrative Fee, list those services along with the extra charges.
- d. List payment terms and arrangements.
- e. Provide a summary of the following:
 - 1. Financial Budget Projections.
 - 2 Income Summary.
 - 3. Labor Cost Summary: Management/ Administrative/Clerical.
 - 4. Individual School Labor Cost Summary.
 - 5. Miscellaneous Expense Summary.

C.4. Experience, References and Service Capability:

- Describe the FSMC's experience in managing food service operations in public schools or comparable experience.
- b. Include a list of similar operations and locations of operating school food service programs (a minimum of three (3) required), or comparable operations. List names and telephone numbers of SFA administrators, or comparable contacts, capable of commenting on performance.
- Provide documentation on any accounts lost or not renewed and the reasons for such during the last five years.
- Include a resume or listing of the qualifications for the proposed Food Service Director for the SFA.
- e. Include the resume and background of person who will supervise the work of the Food Service Director and how the FSMC will ensure optimal performance.
- f. Include a table of the FSMC organization and a plan for managing, supervising and staffing.
- g. Include a FSMC organization chart including all positions that are non-school based.
- h. Include a transition plan, which shall indicate the activities, procedures, timetable, and support personnel involved in the implementation of services.

C.5. Financial Condition

- a. Provide data to indicate the financial condition of the company.
- b. Provide an audited financial statement for the last three (3) years.
- c. Detail the financial parameters of the program.

C.6. Accounting and Reporting Systems

- a. Describe complete accounting procedures used to address:
 - 1. Inventory control and management including purchasing.
 - 2. Method of collecting, reconciling, and reporting sales.
 - 3. Internal control of cash handling.
 - 4. Internal audit procedures.
 - 5. All regular accounting forms used, with detailed explanations.
 - 6. All regular reports used, with detailed explanations.
- b. Provide examples of the reports the FSMC will provide the SFA and the frequency of each. List other assistance the FSMC will provide the SFA (and costs, if extra).
- c. Provide a sample of a monthly invoice to the SFA.
- d. Describe the FSMC's process for reporting rebates, discounts and credits on monthly invoices.
 Provide a detailed sample.

C.7. Personnel Management and Training

- Describe the FSMC's personnel management philosophy, particularly regarding food service directors and their relationship to existing staff.
- b. Describe training and development programs provided for employees and management

personnel.

- c. Explain how the FSMC works to improve employee morale and reduce turnover.
- d. Describe the FSMC's employee evaluation process (include forms) and disciplinary action process (include forms).
- e. Describe the proposed benefits package for employees.

C.8. Innovation and Promotion of the School Lunch Program

- a. Describe how the FSMC's proposed school food service program for the SFA differs from the SFA's current school food service program. Describe the costs and benefits of the proposed program. Describe how the FSMC would implement changes. Include a staffing model, if different from current staffing. Provide specific, relevant examples of implementing such change.
- b. Describe how the FSMC would involve employees to use their expertise and experience in making future innovations.
- c. Provide examples of service and merchandising programs.
- d. Describe the FSMC's philosophy regarding promotion (increasing awareness and participation) of the school food service program. How would the FSMC implement this philosophy in our SFA? Provide specific, relevant examples.

C.9. Involvement of Students, Staff and Community

- a. Describe the FSMC's philosophy and plans regarding involvement of students, teachers, building administrators and parents in program evaluation, menu development, menu item preference and acceptance and discussion of nutritional issues, etc.
- Provide specific, relevant examples of involvement effort and results, by SFA client, where applicable.

C.10. Menu Selection, Food Quality and Portion Size

- a. Describe the FSMC's philosophy regarding each of the following:
 - 1. Menu selection.
 - 2. Food Quality.
 - 3. Portion Quantities.
 - 4. Procurement and use of CT-grown/locally-grown produce.
- b. Supply sample menus to be implemented including portion sizes. Prepare sample menus using FSMC-developed menus.

C.11. Performance and Proposal Bond

- a. The FSMC shall submit with its proposal, a bid guarantee for five percent (5%) of the total bid price in the form of a firm commitment such as a bid bond, certified check, cashier's check or postal money order. Bid guarantees will be returned to: (a) unsuccessful FSMCs after award of the contract; and (b) to the successful FSMC upon execution of such further contractual documents (e.g., insurance coverage) and bonds as required by the proposal.
- b. The FSMC shall submit a surety letter of intent or equal from a bonding company which demonstrates the FSMC's ability to acquire a performance bond for ten percent (10%) of the contract should it be awarded.

C.12. Submission of Proposal

- a. Portions of the proposal must be submitted on the blank financial forms provided by the SFA.
- b. Clarification of interpretation must be made to the SFA prior to submission of a proposal.
- Five (5) hardcopies and one (1) digital copy of the proposal must be submitted by the due date and time.

SECTION D: Program Objectives

The successful FSMC shall conduct the food service program in a manner which best fulfills the following program objectives. The FSMC may submit proposals with value-added features directly related to supporting a program objective.

- D.1. To provide appealing and nutritionally sound meals, compliant with all USDA regulations including all aspects of the Healthy, Hunger-Free Kids Act of 2010 and an a la carte program for students as economical as possible. In order to offer a la carte food service, the FSMC must also offer free and reduced price meals to all eligible children.
- D.2. To promote nutritional awareness and interface with the SFA's academic and instructional programs in health and nutrition.
- D.3. To increase participation at all levels of the program by improving food quality; effectively maintaining equipment and facilities; engaging students, parents, and the school community in the food service program; planning and implementing successful menus and menu variation; and implementing effective marketing techniques.
- D.4. To provide a management staff and structure, with the necessary expertise to ensure that the school food program is consistently of the highest quality and held in positive regard by students, staff and the public.
- D.5. To establish a formal structure to routinely and continuously gather input from students, staff, the public and food service employees to ensure the most effective and efficient operation possible.
- D.6. To establish and conduct management and staff training programs, which will ensure staff development, proper supervision, adherence to health code requirements, and consistent quality control both in production and service that meets or exceeds the USDA Professional Standards for Food Service Professionals.
- D.7. To provide a financial reporting system that meets federal and state requirements.
- D.S. To provide SFA Administration with monthly operating statements and information regarding the food service program.

SECTION E: Specifications

- E.1. The FSMC costs shall include all expenses associated with the operation of the food service program as submitted in the financial budget of the RFP (e.g. on-site costs, food costs, labor costs, management fee and administrative fee).
- E.2. The FSMC shall receive for its service an administrative/management fee provided its operation is sufficient to support the fees or unless otherwise approved by the SFA.
 - E.3. The FSMC shall submit a budget to the Chief Financial Officer or equivalent in March of each year, earlier if requested, to be used by the SFA in its budget process and to demonstrate its ability to meet the guaranteed financial agreement.
- E.4. Meal prices shall be approved by the SFA. The SFA shall retain ultimate control over meal prices and any other related or appropriate elements of the food service program.
- E.7. It is expressly understood that all presently employed food service employees will be given the opportunity to interview for positions within the SFA as employees of the FSMC.
- E.8. The FSMC shall supply with this proposal a full description of the proposed benefit package, including but not limited to, levels of coverage, co-pay features and any other options and limitations.
- E.9. See Schedule B for procurement specifications.
- E.10. All proposals shall include a financial information as detailed under section C.3.e.
- E.11. The Contract will be for a period of one year (beginning July 1, 2022 and ending June 30, 2023) with the option for four (4) additional one-year renewals.
- E.12. Terms of the contract are listed below in Section 1; however, the SFA may develop additional terms and or conditions with the successful FSMC, derived from the program objectives and or specifications listed in section D and E respectively, through negotiation and shall be consistent with the rights

reserved by the SFA as described herein. Any additional terms or conditions must not conflict with any of the terms set forth in Section 1 and must be consistent with all applicable laws and regulations.

- E.13. The FSMCs are requested to mark any specific information contained in their proposal which the FSMC is claiming should not be disclosed to the public, along with a citation to the applicable provision of the Connecticut Freedom of Information Act or other applicable statute on which the FSMC is basing its claim of confidentiality or non-disclosure. Information marked as "not to be disclosed to the public" must meet the standards set forth in the Freedom of Information Act. Pricing and service elements of the successful proposal will not be considered proprietary. Provided that nothing herein shall be construed to relieve any SFA or the CSDE from its obligations under any applicable freedom of information laws or other legal obligations concerning document disclosure, including, but not limited to, civil discovery demands.
- E.14. The SFA does not participate and does not intend to apply for FFVP funding.
- E.15. Equipment

The SFA is not requesting any equipment purchases in this RFP.

E.16.

The FSMC's management and administrative fees must be quoted separately as a fixed amount per month for ten (10) months

Only proposals with a guaranteed surplus will be accepted.

Contract Terms and Conditions

SECTION I: General

- 1.1 The FSMC shall comply with all laws, ordinances, rules, and regulations of all applicable federal, state, county, and city governments, bureaus, and agencies, regarding purchasing, sanitation, health, and safety of the food service operations including those requirements and regulations adopted by the Connecticut Commissioner of Education or State Board of Education and the United States Department of Agriculture and any conditions or amendments thereto. The FSMC shall procure and maintain all necessary licenses and permits. The SFA shall cooperate, as necessary, for the FSMC's compliance and procurement efforts.
- 12 The SFA shall retain control of the quality, extent and general nature of the food service program and prices to be charged.
- 13 The SFA shall be entitled to all receipts of the food service program.
- 1.4 All net income accruing to the SFA from the food service program shall remain in the program and be deposited by the FSMC into the nonprofit school food service account.
- 15 The FSMC shall be an independent contractor and not an employee of the SFA; nor are the employees of the FSMC employees of the SFA.
- 16 The FSMC, as an independent contractor, shall have the exclusive right to operate the school food service program and/or special milkprogram on behalf of the SFA.

SECTION II: Relationship of the Parties

- 2.1 The FSMC shall be an independent contractor and shall retain control over its employees and agents. Nothing in this contract shall be deemed to create a partnership, agency, joint venture or landlord-tenant relationship.
- 2.2 FSMC Responsibilities.
 - A. The FSMC shall have State and/or local health certification for any facility outside the school in which it proposes to prepare meals and the FSMC shall maintain this health certification for the duration of the contract. The FSMC must meet all applicable State and local health regulations in preparing and serving meals at the SFA facility.
 - B. The FSMC shall prepare and serve a variety of appetizing, high quality, wholesome, and nutritious meals and a la carte items for the SFA's students, employees, and visitors in accordance with the terms and conditions of this contract. The FSMC agrees that it will perform the work described in this contract in full compliance with all applicable laws, rules, and regulations adopted or promulgated by any federal or state regulatory body or governmental agency.
 - C. The FSMC agrees to meet all requirements and performance standards that may be specified by rule or regulation by any administrative officials or bodies charged with enforcement of any state or federal laws on the subject matter of this contract.
 - D. The FSMC agrees to assume full responsibility for the payment of all contributions, assessments, both state and federal, including, but not limited to, wages, pension benefits, federal, state and local employment taxes, unemployment taxes, social security, and worker's compensation costs, as to all employees engaged by it in the performance of the contract.
 - E. The FSMC agrees to furnish the SFA, upon request, a certificate or other evidence of compliance with state or federal laws regarding contributions, taxes, and assessments on payrolls.
- 2.3 SFA Responsibilities.
 - A. The SFA may monitor the food service operation through periodic on-site visits to ensure the food service is in conformance with program regulations.
 - B. The SFA shall retain control of the quality, extent, and general nature of its food service and the prices to be charged for meals.

- C. The SFA shall maintain all applicable health certifications and assure compliance with all State and local regulations governing FSMC preparation or service of meals at a SFA facility.
- D. The SFA shall make reasonable modifications with regard to all matters under its supervision and control, and the FSMC shall comply with them as soon as reasonably possible after proper notification is given.
- E. The SFA shall retain control of the nonprofit school food service account and overall financial responsibility for the nonprofit food service operation, including control for setting of all prices, including price adjustments, for meals served under the nonprofit school food service account, including but not limited to, pricing for meals, a la carte service, vending machines, and adult meals.
- F. The SFA shall retain signature authority and responsibility for all contractual agreements in connection with the school child nutrition programs.
- G. The SFA shall maintain responsibility for the implementation of the free and reduced price policy.
- H. The SFA shall develop, distribute, and collect the parent letter and application for free and reduced price meals (as appropriate).
- The SFA shall determine eligibility and verify applications for free and reduced price meals benefits and conduct any hearings related to such determinations.

SECTION III: Food Service Program

- 3.1 The FSMC shall prepare and serve meals for the schools listed on Exhibit A (Schools/Enrollment/Attendance Factor/Free Reduced Percentage/Serving Times/Waves/Child Nutrition Programs). If not determined to be a material change, the SFA and the FSMC may agree to add other locations.
- 3.2 All meals will be provided in accordance with the approved calendar, attached as Exhibit F. For the first twenty-one (2) days of food service, the FSMC will adhere to the 21-day cycle menu agreed upon by FSMC and the SFA. Changes thereafter may only be made with approval of the SFA.

3.3 The FSMC shall provide nutritious, high-quality (check only available options)

Breakfasts (High School and Middle School)

Lunches
Vending

Summer camps Fresh fruit & fresh vegetables

In order to offer a la carte food service, the FSMC must also offer paid, free and reduced price meals to all eligible children.

- A. The SFA shall administer the application process for all free and reduced price meals, and shall establish and notify parents and guardians of program criteria for eligible students. Both the SFA and the FSMC shall be responsible for protecting the anonymity of students receiving free or reduced price meals.
- B. Gross cash receipts shall be turned over to the SFA or deposited in the SFA's account on a daily basis.
- 3.4 In cooperation with the SFA, the FSMC shall conduct on-going nutrition awareness programs for students, teachers, parents, and other interested parties.
- 3.5 The FSMC shall, in accordance with SFA policy, supply special diets for students where medically necessary and when prescribed by a licensed physician.
- 3.6 The FSMC shall cooperate with the SFA's Advisory Board, consisting of students, parents, SFA staff, and a FSMC representative in developing menus and other food service program initiatives.

3.7 Catering

Upon request by the SFA, the FSMC shall provide catered food service at times and prices mutually agreed upon. The SFA may, if a price cannot be agreed upon or the FSMC cannot provide the service, obtain outside catering services. The FSMC shall submit catering invoices by the end of the current month. Costs of catered functions shall not be supported by the nonprofit school food service account funds and USDA Foods will not be used. The FSMC shall provide the SFA with copies of invoices and an invoice control log within ten (10) days after the end of each month.

- 3.8 The SFA and the FSMC shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.
- 3.9 In performance of this contract, and as employer for all FSMC employees, the FSMC shall comply with Sections 103 and 107of the Contract Work Hours and Safety Standards Act.
- 3.10 Pursuant to section 1352, Title 31, US Code, the FSMC shall complete and submit a Certificate Regarding Lobbying and a Disclosure of Lobbying Activities to the SFA. These certifications must accompany the four (4) additional one-year renewals.
- 3.11 Fresh Fruit and Vegetable Program (FFVP).
 SFA does not participate in the FFVP.

SECTION 1V: Equipment

4.1 Prior Equipment/Investment Clause

SFA does not require FSMC to absorb the current equipment loan balance for the cost of prior purchases of nonexpendable equipment used in the school food service program.

4.2 Equipment Purchases

The SFA did not request equipment purchases for this contract.

- 4.3 The FSMC when making purchases may only charge the SFA a reasonable and necessary price. Any silence, absence or omission from the contract document specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials (food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA be used.
- 4.4 The FSMC may recommend to the SFA the purchase of new or replacement equipment as needed. The FSMC shall account for all equipment and protect it from pilferage or destruction, and will coordinate the repair or replacement of any equipment not functioning properly with the designated SFA personnel that has repair responsibility.
- 4.5 The FSMC shall operate and care for all equipment and food service areas (walls, windows, lights, etc.) in a clean, safe and healthy condition in accordance with standards acceptable to the SFA and comply with all applicable laws, ordinances, rules and regulations of Federal, State and local authorities, normal wear and tear accepted.
- The FSMC shall notify the SFA of any equipment belonging to the FSMC on SFA premises within ten (10) days of its placement on the SFA premises.
- 4.7 The FSMC, upon termination of the contract, shall surrender all equipment and furnishings belonging to the SFA and/or purchased through this agreement in good repair and condition, normal wear and tear accepted.
- 4.8 The SFA shall be responsible for repairs to all permanent fixtures such as faucets, lights, sewers, air conditioning, heating and all other electrical work not considered as being food equipment.
- 4.9 The SFA shall be responsible for any losses which may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC.
- 4.10 The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA premises with the exception of loss or damage caused by SFA beyond normal wear and tear.
- 4.11 The SFA will provide the initial physical inventory of supplies and equipment available for use by the FSMC.

- 4.12 The SFA shall furnish and install any equipment or make any structural changes needed to comply with Federal, State and local laws.
- 4.13 Each party shall, at no cost to the other, make all repairs, alterations, modifications, or replacements which may be necessary to correct any conditions of premises or equipment owned, leased or controlled by such Party which violate applicable building, sanitation, health, or safety law, ordinance, rule or regulation.
- 4.14 All food preparation and serving equipment owned by the SFA shall remain on the premises of the SFA unless otherwise stated in writing by the SFA.
- 4.15 Transportation Equipment and Vehicle. Selection one option below:

The SFA shall provide transportation vehicles and equipment to be used in the food service program. Maintenance, fuel, insurance, and equipment for transportation shall be the responsibility of the FSMC.

SECTION V: Facilities

- 5.1 The SFA 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.
- 5.2 The SFA 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 areas as are reasonably necessary for providing efficient food service. The SFA is responsible for maintaining the facilities in a good state of repair and free from vermin.
 - 5.3 The SFA retains the right to rent food service facilities during non-school hours or weekends, provided that such rental does not interfere with the normal food service operation. When such activities take place, the SFA may require that a member(s) of the food service staff designated by the resident manager be on duty, and be reimbursed. If the SFA approves the use of the facilities for extracurricular activities before or after the SFA's regularly scheduled meal periods, the SFA shall return facilities and equipment to the FSMC in the same condition as received, normal wear and tear accepted.
 - 5.4 The FSMC shall not use the SFA's facilities to produce food, meals or services for other organizations without the approval of the SFA. If such usage is mutually agreeable, there shall be a signed agreement which stipulates the fees to be paid by the FSMC to the SFA for such facility usage.
- 5.5 The SFA shall have unlimited access to all areas used by the FSMC for purposes of inspections and audits.
- 5.6 The SFA shall provide, without cost to the FSMC, suitable office facilities, including furniture and equipment, for use by the FSMC in performance of this contract. The FSMC shall take reasonable care of the office facilities and equipment, and shall return them to the SFA in good condition upon termination of this contract, normal wear and tear excepted.

SECTION VI: Sanitation and Safety

- 6.1 The FSMC shall be responsible for usual and customary cleaning and sanitation of the SFA's food service facilities to include: housekeeping, preparation, storage and equipment. The FSMC will also make adjustments to practices and operation of equipment as required.
- 6.2 The FSMC shall be responsible for housekeeping and sanitation in areas used for food preparation, storage, and service, and shall clean and sanitize dishes, pots, pans, utensils, equipment, and similar items.
- 6.3 The FSMC shall comply with all local and state sanitation requirements in the preparation and service of food
- 6.4 The FSMC shall maintain safety programs for employees as required by federal, state, and local authorities, including the FSMC's corporate policies.
- 6.5 The FSMC shall place garbage and trash in appropriate containers in the designated areas.
- 6.6 The FSMC shall cooperate in the SFA recycling program.
- 6.7 The FSMC shall clean the kitchen area, equipment, including but not limited to sinks, counters, tables, chairs, silverware and utensils.
- 6.8 The SFA shall designate a refuse collection area and the FSMC shall be responsible for transporting refuse to the designated refuse collection area. The SFA shall remove all garbage and trash from the designated areas.
- 6.9 The SFA shall be responsible for cleaning of floors in the dining, serving and kitchen areas, walls, ceilings, tables and chairs in the cafeteria/dining area.
- 6.10 The SFA shall be responsible for painting and miscellaneous repairs within the kitchen and dining areas.
- 6.11 The SFA shall be responsible for the required cleaning and maintenance of dining areas, as well as periodic cleaning of all ceiling and light fixtures, air ducts, and hood vent systems (as per local ordinance). The SFA shall also provide and maintain adequate fire extinguishing equipment for food service areas and provide necessary pest control. If the SFA is unable to perform any of its responsibilities described in this paragraph, the FSMC may, with the written approval of the SFA, temporarily assume those responsibilities and shall bill the SFA for any costs incurred.
 - 6.12 The SFA shall provide, at the SFA's expense, maintenance personnel and outside maintenance services, parts, and supplies as is necessary to properly maintain the food service facilities and equipment.
 - 6.13 The SFA shall obtain necessary health permits and certification for its facilities. The premises and equipment provided by each party in performance of this contract shall comply with all applicable building, safety, sanitation, and health laws; and shall satisfy all permit requirements, ordinances, rules, and regulations, including the federal Occupational Health and Safety Act of 1970 or applicable state act and standards promulgated thereunder. The FSMC shall take reasonable and proper care of all premises and equipment in its custody and control and shall use them in a manner that will not

cause violation of applicable laws, ordinances, rules, and regulations, including any reporting and record-keeping requirements. If at any time the FSMC is notified by an authorized government agency that the SFA's premises or equipment are not in compliance with any law, ordinance, rule, or regulation, the FSMC shall immediately inform the SFA of such notification.

SECTION VII: Employees

- 7.1 The FSMC shall provide sufficient and qualified management and professional employees to manage the food service operations and supervise all employees employed therein who meet the USDA Professional Standards for Food Service Professionals.
- 7.2 Non-Management Employees.

All non-management food service employees shall be employees of the FSMC.

- 7.3 The FSMC shall prepare and process the payroll for and shall pay its employees directly. The FSMC further warrants that it shall withhold or pay as appropriate all applicable federal and state employment taxes and payroll insurance with respect to its employees, specifically including, but not limited to, any income, social security, and unemployment taxes and workers' compensation payments. The FSMC shall establish schedules, wage rates, and benefit programs for all employees.
- 7.4 The FSMC shall have the sole responsibility to compensate its employees, including all applicable taxes, insurances and worker's compensation and shall be solely responsible for any losses incurred by the SFA, resulting from dishonest, fraudulent or negligent acts on the part of its employees or agents. The FSMC is required to provide a fidelity bond for all FSMC employees.
- 7.5 The FSMC shall procure Workers' Compensation Insurance or shall maintain a system of self-insurance in conformance with applicable state law covering its employees and shall provide proof of such coverage or system to the SFA.
- 7.6 The FSMC shall maintain its own personnel policies and fringe benefits for its employees. The FSMC shall supply with this proposal a full description of the proposed benefit package, including but not limited to, levels of coverage, co-pay features and any other limitations.
- 7.7 The FSMC must provide a resident Food Service Director who will be approved by the SFA and will be responsible for directing the food services program and implementing cooperatively agreed upon strategies for maximizing participation in the Child Nutrition Programs. The Director shall be available to meet with principals, students, and staff to determine ways to improve the program. The Director must also be available to participate in town or Board of Education meetings when food service matters are to be discussed.
- 7.8 The FSMC shall instruct its employees to abide by the policies, rules and regulations, with respect to its use of District premises as established by SFA from time to time and which are furnished in writing to the FSMC.
- 7.9 Civil Rights

The FSMC and its employees shall comply with all wage and hours of employment requirements of Federal and State laws and regulations, including the Contract Work Hours and Safety Standards Act, Appendix II to § 200 (E). All employees of the FSMC shall be paid in accordance with the Fair Labor Standards Act, as amended and any other applicable statutes. In addition, the FSMC will comply with all applicable federal and state employment statutes, including those statutes pertaining to labor relations.

The FSMC shall comply with Title VI of the Civil Rights Act of 1964 and the implementing regulations of the USDA issued there under and any additions or amendments thereto. The FSMC shall assure the SFA that it is an equal opportunity employer and does not discriminate on the basis of race, color, creed, gender, physical or mental disability, or any other classification protected by state and federal anti-discrimination statutes. The FSMC shall provide personnel for its obligations under the Contract who have the necessary qualifications.

"The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42

U.S.C. § 610let seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR §§ S0.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement."

"By accepting this assurance, the program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant."

The SFA and the FSMC shall comply with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR §60). [Appendix II to §200 (C)]

The FSMC and the SFA shall abide by the requirements of 41CFR §§60-I.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

- 7.10 The FSMC shall be responsible for obtaining any necessary fingerprint clearances for its employees as required by law. The FSMC shall provide all necessary forms and/or documentation for such employees to the SFA.
- 7.11 The FSMC shall ensure that all food service employees comply with the rules of the Connecticut State Department of Education (CSDE) regarding fingerprinting and criminal background checks.

SECTION VIII: Free and Reduced Lunch Policy and Charging Policy

- 8.1 The written policy of the SFA requiring feeding of students who qualify for free, reduced, or full price meals, shall apply to the FSMC's food service operation. The policy is on file in the SFA office. The SFA shall be responsible for the implementation of this policy.
- 8.2 The FSMC will be responsible for implementing policies covering free, reduced price, and full price meals and milk programs for those students designated by the SFA as meeting federal and state agency requirements for those programs. All such meals shall be served and accounted for in a manner approved by the SFA so as to protect the anonymity of the recipients. Meals shall be served and proper, accurate pupil participation records shall be maintained by the FSMC.
- 8.3 The SFA shall have a written student charging policy on file in the SFA office. The SFA shall be responsible for the implementation of this policy. The FSMC will work with the SFA to administer policy.

SECTION IX: Meals - Portions, Planning, and Purchasing

- 9.1 The FSMC may recommend meal prices and portions for approval by the SFA. The FSMC shall not alter the prices once approved without prior notice and approval by the SFA. The SFA shall retain control of the quality, extent, and general nature of its food service, and the prices to be charged the children for meals.
- 9.2 The FSMC shall submit with the proposal a twenty-one (2l) day cycle menu and a Daily Menu Pattern for the SFA's schools. The FSMC must adhere to this cycle for the first twenty-one (2l) days of meal service; thereafter, changes may be made with the mutual agreement of the SFA and the FSMC. However, the menu standard as presented in the first twenty-one (2l) day menu and the 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.
 - The FSMC shall provide, upon request by the SFA, menus to be reviewed by a school lunch

- committee, approved by the SFA and available for distribution ten (10) days prior to preparation and service of foods.
- 9.4 The FSMC shall be responsible for purchasing standards and specifications to bring about the best quality and price for the food service program. The FSMC shall comply with the grade, purchase unit, style, weight, ingredients, formulations, etc., for foods served as agreed upon with the SFA. The minimum procurement specifications are listed on Schedule B.
- 9.5 The FSMC shall provide condiments and utensils as needed.
- 9.6 The FSMC shall use the SFA's facilities for the preparation of food to be served in the designated attendance units.
- 9.7 The FSMC shall promote maximum participation in the Child Nutrition Programs.

SECTION X: Food Inventory, Storage, and Procurement

- 10.1 The FSMC shall purchase all food and non-food commodities at the lowest price possible, consistent with maintaining quality standards. The SFA retains the right to verify these standards.
- 10.2 Ownership of beginning and ending inventory of food and supplies shall remain with the SFA.
- 10.3 The FSMC shall maintain adequate storage practices, inventory and control of food products in conformance with the SFA.
 - 10.4 The SFA and FSMC shall conduct a joint inventory of existing food and operational supplies at both the beginning and the end of this contract. If the ending inventory is less than the value of the beginning inventory the FSMC will credit the SFA for the difference. The cost of food and operational supplies ordered by the FSMC on behalf of the SFA in performance of this contract shall be paid for by the FSMC and the FSMC shall then be reimbursed for those costs incurred. The inventory of food and operational supplies shall remain the SFA's property.
 - 10.5 The SFA and the FSMC shall inventory the equipment and commodities owned by the SFA at the beginning of the contract year, including, but not limited to, consumable and non-consumable flatware, trays, china, glassware and food. The FSMC shall be responsible for reimbursing the SFA for all shortages noted on the year-end inventory.

SECTION XI: Financial: Accounting, Reporting Systems, Records, and Payment Terms

- 11.1 The FSMC shall assume accountability and responsibility for daily bookkeeping and recording functions, including State and federal reimbursements through:
 - A. Weekly Profit and Loss Statements;
 - B. Monthly Profit and Loss Statements;
 - C. Annual Budgeting;

- D. Perpetual Inventory Costs and Controls;
- E. Preparation of records for annual audit by SFA.
- 11.2 The FSMC shall maintain such records (supported by invoices, receipts or other evidence) as the SFA will need to meet monthly reporting responsibilities and shall submit monthly operating statements in a format approved by the SFA no later than the 10th calendar day succeeding the month in which services were rendered; participation records shall be submitted no later than the 10th calendar day succeeding the month in which services were rendered. Reimbursement for direct expenses will only be allowed if previously included in the original or amended budget submitted to the SFA.
 - 11.2.1 The FSMC shall maintain records to support all allowable expenses appearing on the monthly operating statement in an orderly fashion according to expense categories.
 - 11.2.2 The FSMC shall provide monthly and other reports to the SFA, which describes operating costs, meals per labor hour, meals served, etc.
 - 11.2.3 The FSMC shall provide the SFA with a year-end statement.
- 11.3 The FSMC shall bill the SFA for the actual direct costs of operation incurred at the close of each month of program operation.
- 11.4 Books and records of the FSMC pertaining to the school feeding operations shall be available at the SFA for a period of three (3) years from the end of the fiscal year to which they pertain, for inspection and audit by either State, or federal representatives and auditors. In instances where audit findings have not been resolved, the records must be retained beyond the 3-year period until resolution of the issues raised by the audit.
- 11.5 The FSMC shall-submit monthly operating statements to the SFA by the fifteenth (15th) of the month.

 This statement shall reflect all activity for the previous calendar month.
- 11.6 The SFA will not allow for the FSMC to charge interest on past due payments at one percent (1%) per month or the maximum contractual interest rate allowed by applicable state law, whichever is less. Any interest payments must be paid from a SFA general fund and must not be paid from the nonprofit school food service account.
- 11.7 The FSMC shall submit supporting documents and invoice to the SFA monthly for the following direct, actual costs, Administrative Fee and Management Fee:
 - 11.7.1 The actual and direct costs for the wages, taxes, and benefits of the food service director and other management employees on the FSMC's payroll.
 - 11.7.2 Direct operating costs paid by the FSMC arising from performance of this contract. Direct operating costs are defined as:
 - 11.7.2.1 food and supply purchases by the FSMC necessary to perform this contract;
 - 11.7.2.2 food service program travel and mileage costs incurred;
 - 11.7.2.3 advertising and promotions within the SFA;
 - 11.7.2.4 the FSMC's insurance necessary for performance of this contract;
 - 11.7.2.5 service business and occupation tax;
 - 11.7.2.6 employee training and development costs;
 - 11.7.2.7 laundry, linen, and uniforms;
 - 11.7.2.8 licenses and permits for performance of this contract; and
- 11.8 Expenses paid by the FSMC and not charged to the SFA or the food service operation and are unallowable include:
 - · reports filed to the State; and

- · corporate income tax.
- 11.9 Every payment obligation of the SFA under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the SFA at the end of the period for which funds are available. No liability shall accrue to the SFA in the event this provision is exercised, and the SFA shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph. Notwithstanding the forgoing, the SFA shall be liable for the payment of services rendered up through and including the date of termination.
- 11.10 Guarantee: The SFA and the FSMC shall work together to ensure a financially sound and wellrun food service operation. The FSMC shall guarantee that the food service program will achieve financial:

Surplus; defined as "generated program revenues will exceed all actual and direct operating costs incurred.

Assumptions

- a. Average Daily Attendance (ADA) for the contract year beginning July 1,2022, shall not be less than: 5,163
- b. The projected number of full feeding days:

School	Breakfast	Lunch
Elementary	n/a	182
Middle	182	182
High	182	182

SECTION XII: Licenses, Fees and Taxes

- 12.1 The SFA shall obtain and post all applicable health permits for its facilities and assure that all State and local regulations are being met by the FSMC preparing or serving meals at a SFA facility.
- 12.2 The FSMC shall comply with all health and safety regulations required by Federal, State or local law and shall have State or local health certification for any facility outside the SFA in which it proposes to prepare meals or meal components and the FSMC shall maintain this health certification for the duration of the contract. The FSMC must meet all applicable State and local health regulations in preparing and serving meals at the SFA facility.
- 12.3 The FSMC shall comply with all building rules and regulations.

SECTION XIII: Performance Bond

13.1 As a condition to entry into this contract, the successful vendor shall provide to the SFA a performance bond equaling ten percent (10%) of the annual sales of the program. This performance bond will guarantee the vendor's faithful performance. For the successful FSMC, the performance bond is required annually, in each year of the contract, to be submitted to the SFA Business Office no later than April 1, each year. A copy of the Performance Bond must be submitted to the CSDE.

SECTION XIV: Insurance

The FSMC shall maintain for the life of the contract, the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the State of Connecticut with a rating by AM Best of "A" or better. A certificate of insurance indicating these amounts must be submitted at the time of award.

- 14.1 Comprehensive General Liability -\$1,000,000 Combined Single Limit includes coverage for:
 - A. Premises-Operations;
 - B. Products/Completed Operations;
 - C. Contractual Insurance;
 - D. Broad Form Property Damage;
 - E. Independent Contractors;
 - F. Personal Injury; and
 - G. Employee

Liability

\$1,000,000 combined Single Limit

- 14.3 Worker's Compensation and Employer's Liability
 - A. Worker's compensation Statutory; and
 - B. Employer's Liability \$500,000.
- 14.4 The Westport Board of Education and the Town of Westport shall be additional named insured's on Comprehensive General Liability, Auto, and Workers' Compensation (Employer's Liability Only) policies.
- 14.5 The contract of insurance shall provide for notice to the SFA of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.
- 14.6 The FSMC shall defend, save harmless and indemnify the Town of Westport and SFA, its officers, agents, employees and assigns from any damages resulting from any challenge to the legality of the bid process or any of the documents used here, including, but not limited to, the RFP, and Purchase, Lease/Purchase or Contract Agreements. In addition, the FSMC agrees to indemnify and hold harmless the Board, the Town of Westport and each of their respective members, employees, officers and agents from and against any claims, demands, losses, costs or liabilities for personal injury or property damage or any other loss which may result from the FSMC's performance or lack of performance of the Contract. Such "losses" shall include all reasonable attorney's fees and costs incurred in the representation of the Board, the Town, or any of their respective members, officers, employees or agents in any suit or claim arising from the FSMC's performance or lack of performance of the Contract or arising from the enforcement of this provision.
- 14.7 The FSMC shall obtain and keep in force during this contract, for the protection of the SFA and the FSMC, Comprehensive General Bodily Injury and Property Damage Liability Insurance in the combined single limit of \$1,000,000 (no less than \$1,000,000). That insurance shall include, but not be limited to, Personal Injury Liability, Broad Form Property Damage Liability, Blanket Contractual Liability, and Products Liability, covering only the operations of the FSMC under this contract, and shall deliver to the SFA a certificate evidencing such policies and coverage within thirty (30) days after the execution of this agreement by the parties. The insurance policies shall contain a covenant by the issuing company that the policies will not be cancelled unless a thirty (30) day prior written notice of cancellation is given to the SFA. The policies for \$1,000,000 coverage shall also name the SFA as an additional insured, but only with respect to operations of the FSMC under this agreement.
- 14.8 Unless otherwise expressly provided, the SFA and the FSMC shall remain responsible for all claims, liability, loss, and expense, including reasonable costs, collection expenses, and attorney's fees incurred, which arise by reasons of negligent or wrongful act or omission of the party, its agents, or its employees in the performance of its obligations under this agreement.

SECTION XV: Contract Term, Renewal and Termination

15.1 This contract, dated	, is between	, the FSMC :	and Westpor
Public Schools, the SFA:			

- A. This contract sets forth the terms and conditions upon which the SFA retains the FSMC to manage and operate the SFA's food service for the SFA's students, employees, and visitors.
- B. The contract shall be for a period of one year with the school year beginning on or about July I, 2022, and ending June 310, 2023with up to four (4) one-year renewal(s) with mutual agreement between the SFA and the FSMC.
- 15.2 The contract cannot be assigned or otherwise transferred or conveyed by either party without the written consent of the other.
- 15.3 The SFA or the FSMC may terminate the contract, for cause, including the FSMC's noncompliance with contract terms by giving sixty (60) days written notice by registered/return receipt requested mail.
- Neither the FSMC nor the SFA shall be responsible for any losses if the fulfillment of the terms of the contract should be delayed by wars, acts of public enemies, strikes, fires, floods, act of God, or any acts not within the control of either the FSMC or the SFA, and which by the exercise of due diligence it is unable to prevent.

- 15.5 If both parties agree to a contract renewal, the parties willwork together to gather and complete all required documents for submission.
- 15.6 Recovery of prior year FSMC unreimbursed amounts from current year food service program surpluses is unallowable.

TERMINATION

- 15.7 With the exception of payment obligations for prior performance under this contract, neither party shall be liable for the failure to perform their respective obligations under this contract when such failure is caused by fire, explosion, water, act of God, civil disorder, strikes, vandalism, war, riot, sabotage, weather and energy related closings, governmental rules or regulations, or other like causes beyond the reasonable control of such party, nor for any real or personal property destroyed or damaged due to such causes. The FSMC shall resume food service operations as soon as possible.
- 15.8 Either party may cancel the contract for cause by giving sixty (60) days' notice in writing to the other party of its intention to do so.
- 15.9 If a cure or remedy is found for the termination request by mutual agreement of the contracting parties, the termination or non-renewal letter must be withdrawn in writing by the terminating party within the sixty (60) day period as described in paragraph 7.10 above. This letter should be countersigned by the receiving party and the letter should become an amendment to this contract.
- 15.10 Either party may terminate the contract without cause. The party terminating the contract without cause shall give no less than sixty (60) days written notice to the other party of its intention to terminate the contract without cause.
- 15.11 A waiver of any failure under this contract shall neither be construed as, nor constitute a waiver of, any subsequent failure. This contract supersedes all prior negotiations, representations, or agreements. The Article and Paragraph headings are used solely for convenience and shall not be deemed to limit the subject of the Articles and Paragraphs or be considered in their interpretation. The appendixes referred to herein are made part of this contract by the respective references to them. This contract may be executed in several counterparts, each of which shall be deemed an original.
- 15.12 The parties cannot alter any provision in this agreement that is required by any law, rule or regulation. The parties cannot otherwise amend or alter this agreement, except as to minor, non-substantive provisions or issues that do not materially affect the scope of work or the cost of the contract. The parties must mutually agree, in a written document signed by both parties and attached to this contract, to amend, add, or delete an Article or Appendix. Any amendment to this contract shall become effective at the time specified in the amendment once approved by the CSDE.
- 15.13 The parties agree that the terms of this contract shall be in accordance with the RFP published by the Board and any amendments to the RFP, and the proposal submitted by the FSMC which are kept on file at the SFA Business Office and through this reference, are incorporated into this contract. In the event that contradictory statements are contained in the RFP, the FSMC proposal, and this contract, the following order of precedence shall apply: contract, RFP, FSMC proposal.

SECTION XVI: Special and General Conditions

16.1 Confidential/Proprietary Information

A. The FSMC and SFA shall designate any information they consider confidential or proprietary, including recipes, surveys and studies, management guidelines, operating manuals, and similar documents which it regularly uses in the operation of their business or which they develop independently during the course of this contract. Information so designated and identified shall be treated as confidential by the FSMC and SFA, and the FSMC and SFA shall exercise the same level of care in maintaining the confidences of the other party as they would employ in maintaining their own confidences. All such materials shall remain the exclusive property of the party that developed them and shall be returned to that party immediately upon termination of this contract. Notwithstanding, the Federal awarding agency reserves a royalty- free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

B. The FSMCs shall identify any specific information which the FSMC is claiming should not be disclosed to the public, along with a citation to the applicable provision of the Connecticut Freedom of Information Act or other applicable statute on which the FSMC is basing its claim of confidentiality or non-disclosure. Information marked as "not to be disclosed to the public"

must meet the standards set forth in the Freedom of Information Act. Provided that nothing herein shall be construed to relieve any SFA or the CSDE from its obligations under any applicable freedom of information laws or other legal obligations concerning document disclosure, including, but not limited to, civil discovery demands.

- 16.2 The FSMC will comply with any Special and General Conditions attached hereto and in all respects made a part of this RFP. The RFP is incorporated and made a part of the contract. In the event of a conflict between the terms of the contract and the RFP, the terms of the contract shall prevail.
- 16.3 The FSMC shall adhere to all applicable laws, especially all Pure Food laws, and all related regulations prescribed by the Federal Government; the State of Connecticut, and the local department of health. The FSMC will comply with the rules and regulations as set up by the SFA and with State and/or own laws, etc., covering and controlling food services at the facilities.
- 16.4 No alterations, changes or improvements shall be made to the areas granted to the FSMC without obtaining prior written permission of the SFA with the final decision as to the alterations, changes or improvements reserved solely for the SFA.
- 16.5 Any silence, absence or omission from these specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only material (food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.

SO AGREED;		
Signature of Food Service Management Company's Authorized Representative	Title	Date
Printed Name of Food Service Management Company's Authorized Representative		
Signature of School Food Authority's Authorized Representative	Title	Date
Printed Name of Food Service Management Company's		

Authorized Representative

Schedule A Cost Responsibility Survey

FOOD	FSMC	SFA
Food Purchasing	x	
Processing of Invoices	Х	
Payment of Invoices	X	
LABOR	FSMC EMPLOYEES	
Payment of Hourly Regular Full-Time Wages	Χ	
Payroll Taxes of Hourly Employees	Χ	
Fringe Benefits and Insurance of Hourly Employees	X	
Preparation of Hourly Employees' Payroll	Χ	
Processing of Hourly Employees' Payroll	Х	
Workers' Compensation for Hourly Employees	X	
ADDITIONAL ITEMS		
Telephone-Local		х
Telephone - Long Distance	X	
Removal of Trash and Garbage from Kitchen		XX
Removal of Trash and Garbage from Premises		XX
Replacement of Expendable Equipment (Pots, Pans, etc.)	Χ	
Replacement of Non-Expendable Equipment		XX
Products and Public Liability Insurance	Х	
Cost of Repairing Equipment		XX
Uniforms	X	
Local Travel (Intra-District and Banking Reimbursement)	X	

Schedule A (cont.)

SUPPLIES	FSMC	SFA
Detergent and Cleaning Supplies	X	
Paper Supplies	X	
Menu Paper and Printing	X	
Postage	X	
Truces/licenses	X	
Pest control		XX
Utilities		XX
CLEANING		
Ceiling, Light Fixtures and Fans		XX
Dishwashing	X	
Equipment	X	
Hoods		XX
Floors		XX
Rest Rooms		XX
Vent from Hoods to Outside		XX
Walls		XX
Kitchen/Serving Area Equipment	X	
Cafeteria/Serving Area Equipment		XX
Dining Area/Tables and Chairs		XX

Schedule B Procurement Specifications

PRODUCT	MINIMUM REQUIREMENTS
Dairy Products	Grade A
Meat	USDA Grade Choice
Meat and Dairy (Deli)	Boars Head Brand
Fish	U.S. Government Inspected
Poultry	USDA Grade A
Canned Fruits & Vegetables	U.S. Grade A Choice
Fresh Fruits & Vegetables	U.S. No. 1Grade
Frozen Fruit & Vegetables	USDA Grade A
Bread	Packaged bread and buns to be
	manufacturer dated for freshness
Milk	Grade A
Ice Cream	Grade A

Schedule C Price List 2021-22

	Break	rfast	Lun	ch			Adults	
SCHOOL	Reduced	Paid	Reduced	Paid	Milk	Breakfast	Lunch	Milk
Elementary	n/a	n/a	\$0.40	\$2.45	Inc.	A la Carte	\$3.50	Inc.
Middle	\$0.40	\$2.70	\$0.40	\$2.70	Inc.	A la Carte	\$3.50	Inc.
High School	A la C	Carte	\$0.40	\$2.80	\$0.55	A la Carte	\$3.50	Inc.

Addendum A Non - Collusion Affidavit Food Service Program – Westport Public Schools

By submission of this proposal, the FSMC certifies that:

- a. This proposal has been independently arrived at without collusion with any other proposer, competitor, potential proposer or potential competitor.
- b. This proposal has not been knowingly disclosed and Will not be knowingly disclosed prior to the opening of the proposals for the work to be performed or the goods to be sold, to any other proposer, competitor, potential proposer or potential competitor.
- c. No attempt has been made, or will be made, to induce any other person, partnership or corporation to submit or not to submit a proposal.
- d. The person signing this proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder, as well as the person signing in his behalf.
- e. That below is a certified copy of the resolution authorizing the execution of this certificate by the signatory of this proposal on behalf of the corporate proposer.

lignature of the person authorized to submit this proposal
yped or printed name of signatory and title
Date: 100 / 100 100 100 100 100 100 100 100 1

Exhibit A SCHOOLS'ENROLLMENT/SERVING TIMES'PARTICIPATION

The following represents the SFA's current school information for reference. Meal service is to be in accordance with the terms and conditions of the food service program at the following locations:

SchoolName	Grade Levels	Projected Enrollment	Free Red. %	Serving Times	Waves	Currently Participates in the following meal services:
Coleytown Elementary School	K-5	466	3.0	11:05 -2:00	6	Lunchand A la Carte
Greens Farms Elementary School	K-5	454	2.8	11:10-2:05	6	Lunch and A la Carte
Kings Highway Elementary School	K-5	434	2.7	11:00 -1:55	6	Lunch and A la Carte
Long Lots Elementary School	K-5	597	2.5	11.00-1:55	6	Lunch and A la Carte
Saugatuck Elementary School	K-5	429	23	10:50 - 1:45	6	Lunch and A la Carte
Bedford Middle School School	6-8	718	3.4	1135-135	3	Breakfast, Lunch and AlaCarte
Colevtown Middle School	6-8	435	2.9	11:35-1:35	3	Breakfast, Lunch and AlaCarte
Staples High School	9-12	1630	2.3	11:15-12:55	3	Breakfast, Lunch and A la Carte

Note: The schedule provided is for serving times on a normal school day. Schedules will vary on days when the schools have a modified schedule,

EXHIBIT B intentionally left Blank

EXHIBIT C CURRENT EMPLOYEE ROSTER, HOURS WORKED, BY LOCATION – WAGES ARE PROJECTED

SCHOOL NAME	HOURSWORKED	WAGE SCALE
ELEMENTARY		
Coleytown Food Service Lead Food Service Worker	7.5 6	\$15.00 - \$20.00 \$14.00 - \$18.00
Green Farms Food Service Lead Food Service Worker	7.5 6	\$15.00 - \$20.00 \$14.00 - \$18.00
Kings Highway Food Service Lead Food Service Worker	7.5 6	\$15.00 - \$20.00 \$14.00 - \$18.00
Long Lots Food Service Lead Food Service Worker	7.5 6	\$15.00 - \$20.00 \$14.00 - \$18.00
Saugatuck Food Service Lead Food Service Worker	7.5 6	\$15.00 - \$20.00 \$14.00 - \$18.00
MIDDLE SCHOOL Redford		
Bedford Food Service Lead Food Service Worker	8 5 6.5 6 7.5 7.5 6.5	\$16.00 - \$22.00 \$14.00 - \$18.00 \$14.00 - \$18.00 \$14.00 - \$18.00 \$14.00 - \$18.00 \$14.00 - \$18.00 \$14.00 - \$18.00
Coleytown Food Service Lead Food Service Worker	8 5 6.5 6 7.5 7.5	\$16.00 - \$22.00 \$14.00 - \$18.00 \$14.00 - \$18.00 \$14.00 - \$18.00 \$14.00 - \$18.00 \$14.00 - \$18.00

HIGHSCHOOL

Stap	les
------	-----

Staples		
Lead	8	\$18.00 - \$26.00
Food Service Worker	7.5	\$14.00 - \$18.00
Food Service Worker	6.5	\$14.00 - \$18.00
Food Service Worker	6	\$14.00 - \$18.00
Food Service Worker	7.5	\$14.00 - \$18.00
Food Service Worker	3	\$14.00 - \$18.00
Food Service Worker	7.5	\$14.00 - \$18.00
Food Service Worker	3	\$14.00 - \$18.00
Food Service Worker	7	\$14.00 - \$18.00
Food Service Worker	6	\$14.00 - \$18.00
Food Service Worker	7	\$14.00 - \$18.00
Food Service Worker	6.5	\$14.00 - \$18.00
Food Service Worker	6	\$14.00 - \$18.00
Food Service Worker	6.5	\$14.00 - \$18.00
Food Service Worker	6	\$14.00 - \$18.00
Food Service Worker	5.5	\$14.00 - \$18.00
Food Service Worker	6	\$14.00 - \$18.00
Food Service Worker	5	\$14.00 - \$18.00
Food Service Worker	6.5	\$14.00 - \$18.00
Office Manager	8	\$20.00 - \$28.00

EXHIBIT D LAST YEAR'S AUDITED FINANCIAL STATEMENT

NEXT THREE (3) PAGES

Note: Annual losses attributed to COVID-19 revenue shortfalls

NONMAJOR GOVERNMENTAL FUNDS COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES (CONTINUED) FOR THE YEAR ENDED JUNE 30, 2021 TOWN OF WESTPORT, CONNECTICUT

					Speci	Special Revenue Funds	an an	
	Adult and Continuing Education Fund	Cafeteria Fund	Escrow	Wakeman Town Farm Fund	CSLFRF Fund	Student Activities Fund	Senior Citizen Escrow Fund	Hillspoint School Escrow Fund
Revenues: Intergovernmental Charges for services Permits, fees and other Investment income Other local revenues Total revenues	\$ 318,518 318,518	\$ 1,053,213	\$ 260,683 \$ 605,290 345,415 37,437 1.248,825	\$ 323,961 431 324,392		\$ 641,361 641,361	\$ 99,574	64,464 705 65,169
Expenditures: Current: General government Public safety Public safety Public works Human services Parks and recreation Education Debt service:	494,740	1,574,070	221,987 168,528 27,285 335,588 51,514	269,126		547,677	83,213	
Interest and other charges Capital outlay Total expenditures	494,740	1,574,070	804,902	269,126	E	547,677	83,213	324,000
Excess (Deficiency) of Revenues over Expenditures	(176,222)	(520,857)	443,923	55,266	E	93,684	16,361	(258,831)
Other Financing Sources (Uses): Issuance of debt Premium on bond issuance Transfers in Transfers out Net other financing sources (uses)		ľ		(21,000)	d d discountry		1	4
Net Change in Fund Balances	(176,222)	(520,857)	443,923	34,266	1	93,684	16,361	(258,831)
Fund Balances at Beginning of Year	599,464	591,822	1,696,754	228,416		731,680	79,970	404,772
Fund Balances at End of Year	\$ 423,242	\$ 70,965	\$ 2,140,677	\$ 262,682	\$	\$ 825,364 \$	96,331 \$	145,941

(Continued on next page)

TOWN OF WESTPORT, CONNECTICUT NONMAJOR GOVERNMENTAL FUNDS COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES (CONTINUED) FOR THE YEAR ENDED JUNE 30, 2020

	Total Nonmajor Governmental Funds	2,299,870 5,824,033 3,455,961 367,621 11,947,485	411,122 3,573,194 5,127 647,095 349,028 5,118,860	160,548 52,546 8,067,032 18,384,552	(6,437,067)	5,076,200 16,780 (908,246) 4,184,734	(2,252,333)	17,667,298	15,414,965
Permanent Funds	E.A. Nash Trust	33		-	33	(33)	•	2,180	2,180 \$
	Mary A. Bedford Trust	\$ 213		R -	213	(213) (213)	ı	14,717	14,717 \$
	Debt Service Fund	\$ \$43,935 43,935		4	43,935	(187,000) (187,000)	(143,065)	896,188	\$ 753,123 \$
Capital Projects Funds	Sewer Reserve Fund	63,309		128,995 128,995	(65,686)	t	(65,686)	2,826,417	2,760,731
	Municipal Improvements Phase II Fund	\$ 35,048 35,048		7,594,988	(7,559,940)	5,076,200	(2,483,740)	5,746,474	3,262,734 \$
	Real Property Fund	\$ 152,630 152,630		1	152,630		152,630	1,980,375	2,133,005 \$
	Wakeman Town Farm Fund	\$ 255,563 3,411 258,974	275,986	275,986	(17,012)	(21,000) (21,000)	(38,012)	266,428	228,416 \$
Special Revenue Funds	Escrow Fund	\$ 479,111 \$ 211,468 641,070 1,331,649	147,933 50,093 5,127 624,441 50,131	877,725	453,924	1	453,924	1,242,830	1,696,754 \$
Special Re	Cafeteria Fund	\$ 2,487,921 2,487,921	2,820,650	2,820,650	(332,729)	F	(332,729)	924,551	\$ 591,822
	Adult and Continuing Education Fund	\$ 859,953	795,891	795,891	64,062	,	64,062	535,402	\$ 599,464
		Revenues: Intergovernmental Charges for services Permits, fees and other Investment income Total revenues	Expenditures: Current: General government Public safety Public works Human services Parks and recreation Education	Deor service: Principal Interest and other charges Capital outlay Total expenditures	Excess (Deficiency) of Revenues over Expenditures	Other Financing Sources (Uses): Issuance of debt Transfers in Transfers out Net other financing sources (uses)	Net Change in Fund Balances	Fund Balances at Beginning of Year	Fund Balances at End of Year

TOWN OF WESTPORT, CONNECTICUT
NONMAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES (CONTINUED)
FOR THE YEAR ENDED JUNE 30, 2019

					***************************************	***************************************		***************************************
			Special Re	Special Revenue Funds	***************************************	***************************************	Capital Pri	Capital Projects Funds
	Public Protection Fund	Recreation Program Fund	Adult and Continuing Education Fund	Cafeteria Fund	Escrow	Wakeman Town Farm Fund	Real Property Fund	Municipal Improvements Phase II Fund
Revenues: Intergovernmental Charges for services Permits, fees and other Investment income Other local revenues Total revenues	\$ 1,803,103 4,072 1,807,175	\$ 11,465 224 11,689	1,047,785	\$ 3,638,237	\$ 129,994 \$ 243,507 297,325 670,826	\$ 289,188 1,694 290,882	\$ 32,984 32,984	599,585 699,844 20,961 750,000 2,070,390
Expenditures: Current: General government Public safety Public works Human services Parks and recreation Education Debt service:	1,275,311	36,130	946,842	3,701,356	10,230 133,372 30,370 212,314 130,115	232,383		
r incipal Interest and other charges Capital outlay Total expenditures	1,275,311	36,130	946,842	3,701,356	516,401	232,383	12,743	12,240,310 12,240,310
Excess (Deficiency) of Revenues over Expenditures	531,864	(24,441)	100,943	(63,119)	154,425	58,499	20,241	(10,169,920)
Other Financing Sources (Uses): Issuance of debt Transfers in Transfers out Net other financing sources (uses)	(700,000)					(46,000) (46,000)	ı	6,940,000
Net Change in Fund Balances	(168,136)	(24,441)	100,943	(63,119)	154,425	12,499	20,241	(3,229,920)
Fund Balances at Beginning of Year, as Restated	760,793	64,509	434,459	987,670	1,088,405	253,929	1,960,134	8,976,394
Fund Balances at End of Year	\$ 592,657	\$ 40,068	\$ 535,402 \$	924,551	1,242,830 \$	266,428 \$	1,980,375 \$	5,746,474
		(Con	(Continued on next plage)	age)				

EXHIBIT E CURRENT MENUS

NEXT ELEVEN (11) PAGES

Westport Public Schools Elementary Menu

Monday

Tuesday

Thursday

Wednesday

Friday



B: Turkey & Cheese C: Cereal Fun May 2-6

Soup: Tomato

Grilled Cheese w/Tots and Vegetable

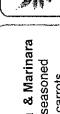
WSeasoned Black Beans 🥌 Celebrate Cinco Taco Tuesday! de Mayo!

w/ warmed fruit Turkey Sausage Crispy Waffles compote

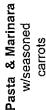
Pepperoni Pizza Cheese Pizza

Chicken Penne

w/ vegetable Alfredo







Cheese Pizza

Warm cinnamon Fluffy Pancakes

Meatball Sub

w/seasoned

Vegetable

w/seasoned Corn

Quesdailla

B:Ham and Cheese C: Bagel Fun Lunch

May 16-20 Week of

Soup: Tomato

Cheese

Turkey Sausage

Pineapple

w/ Fries and



Chicken Tenders

National Burge

Greens Farm Field Day- Cheese Pizza Cheese Burger or w/ vegetable Hamburger



Whole Fresh Fruit All lunches come Fresh Veggie Crudité

Pepperoni Pizza Cheese Pizza

w/ warmed fruit

compote

French Toast

Chicken Parm

Sandwich

Mac and Cheese

w/seasoned

C: Muffin Fun Lunch

Soup: Chicken

Noodle

B: Italian Combo

May 9-13

Week of

broccoli

w/roasted

zucchini

Turkey sausage

9

Vegetable

Pepperoni Pizza

Cheese Pizza

Pepperoni Pizza Cheeseburger or with Vegetable **Greens Farm** Hamburger

Turkey Sausage

w/ warmed fruit

compote

w/ Roasted Sweet

Potato

Dipping Sauce Side seasoned

Soup: Chicken

Noodle

vegetable

w/Marinara

Hot Dog

Bosco Sticks

B: Sunbutter & Jelly C: Cereal Fun Lunch

May 23-27

Week of

Cheese

Mozzarella

Crispy Waffles

include 1% low-fat white milk & fat free chocolate Milk choices

with Assortment of

Chicken Patty

Grilled Cheese

w/Tots and

C: Muffin Fun Lunch

Soup: Tomato

B: Turkey & Cheese

May 30-31

Week of

Vegetable

Sandwich

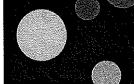
w/vegetable

Leaf-

Is or can be vegetarian

Chartwells:

USDA is an equal opportunity employer and provider.





Middle School Lunch

Wednesday Thursday Friday Monday Tuesday

Menu Items

Menu Items

Menu Items Breakfast for Lunch Menu Items

Chicken Tenders w/French Fries

Macaroni & Cheese With/Broccoli

Pancakes w/warmed fruit compote w/ turkey sausage

Happy Cinco de mayo Student Choice Station

Tacos!

Menu Items

Rice Black beans Big City BBQ

Menu Items

Menu Items

Menu Items

Menu Items

Menu Items

Grilled Cheese

Meatball Sub

Nashville Hot Chicken Sandwich

Classic American Cheeseburger

Classic Fish Sandwich

Seasoned fries

Seasoned fries

Seasoned fries

Seasoned fries

Seasoned fries

Old World Style Classic Cheese Pizza

Traditional Italian Pepperoni Pizza

Menu Items

Yogurt Parfaits

Menu Items

Menu Items

Menu Items

Menu Items

Assorted Fresh Salads Assorted Fresh Salads Assorted Fresh Salads Assorted Fresh Salads Fruit Cups

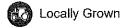
Fruit Cups **Yogurt Parfaits**

Fruit Cups **Yogurt Parfaits**

Fruit Cups **Yogurt Parfaits**

Fruit Cups **Yogurt Parfaits**









Middle School Lunch Menu

Monday Tuesday Wednesday Thursday Friday

Menu Items

Menu Items

Menu Items

Menu Items

Menu Items

Pasta and Meat sauce Vegetable

Hot Dog w/tater tots Breakfast for Lunch Waffles

w/warmed fruit compote

w/Tater Tots

Bok Choy

Pulled Pork Sandwich Student Choice Station

With Turkey Sausage

Menu Items

Menu Items

Menu Items

Menu Items

Menu Items

Chicken & Cheese

Chicken Parm Sandwich

Philly Cheese Steak

Pepperoni and Mozzarella Panini Triple Cheese Panini

Quesadilla

Seasoned fries

Seasoned fries

Seasoned fries

Seasoned fries

Seasoned fries

Old World Style Classic Cheese Pizza

Traditional Italian Pepperoni Pizza

Menu Items

Menu Items

Menu Items

Menu Items

Menu Items

Assorted Fresh Salads Assorted Fresh Salads Assorted Fresh Salads Assorted Fresh Salads Fruit Cups

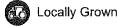
Yogurt Parfaits

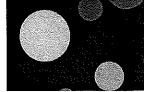
Fruit Cups **Yogurt Parfaits** Fruit Cups

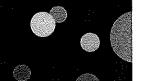
Yogurt Parfaits

Fruit Cups **Yogurt Parfaits**

Fruit Cups **Yogurt Parfaits**







Middle School Lunch Menu

Monday Tuesday Wednesday Thursday Friday

Menu Items

Menu Items

Menu Items

Menu Items

Menu Items

Penne Alfredo w/Chicken Broccoli

Loaded Nachos!

Breakfast for Lunch French Toast w/fruit compote Turkey Sausage

Ravioli With Marinara Vegetable

Students Choice Station Flame

Menu Items

Menu Items

Menu Items

Menu Items

Menu Item

Ham and Cheese Melt

Grilled Cheese w/tomato

BBQ Rib Sandwich

Cheese & Beef

Classic Chicken

Quesadilla Sandwich

Seasoned fries

Seasoned fries

Seasoned fries

Seasoned fries

Seasoned fries

Old World Style Classic Cheese Pizza

Old World Style Classic Cheese Pizza

ວໄຜ \ /orld Style Classic Cheese Pizza

Old World Style Classic Cheese Pizza

Old World Style Classic Cheese Pizza

Traditional Italian Pepperoni Pizza

Menu Items

Yogurt Parfaits

Menu Items

Menu Items

Menu Items

Assorted Fresh Salads Assorted Fresh Salads Assorted Fresh Salads Assorted Fresh Salads Fruit Cups

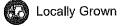
Fruit Cups **Yogurt Parfaits**

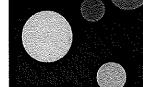
Fruit Cups Yogurt Parfaits

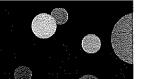
Fruit Cups **Yogurt Parfaits**

Fruit Cups **Yogurt Parfaits**









Middle School Lunch Menu

Monday

Tuesday

Wednesday

Thursday

Friday

Menu Items

Menu Items

Menu Items

Menu Items

Menu Items

Penne and Meatballs Vegetable

Chicken Tenders w/tater Tots

Breakfast for Lunch Fluffy Pancakes w/warm fruit

compote Turkey sausage General Tso's Chicken Student Choice Station

Roost

Menu Items

Menu Items

Menu Items

Menu Items

Menu Items

BBO Cheddar Chicken

Sandwich

Philly Steak and

Cheese

Chicken Parm Grinder Nashville Hot Chicken

Classic American

Burger

Seasoned fries

Seasoned fries

Seasoned fries

Seasoned fries

Sandwich

Seasoned fries

Old World Style Classic Cheese Pizza

Traditional Italian Pepperoni Pizza

Menu Items

Menu Items

Menu Items

Menu Items

Menu Items

Assorted Fresh Salads Assorted Fresh Salads Assorted Fresh Salads Assorted Fresh Salads Fruit Cups **Yogurt Parfaits**

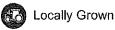
Fruit Cups **Yogurt Parfaits**

Fruit Cups Yogurt Parfaits

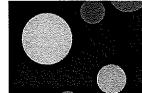
Fruit Cups **Yogurt Parfaits**

Fruit Cups **Yogurt Parfaits**

Vegetarian



This institution is an equal opportunity provider.





Middle School Lunch Menu

Wednesday Thursday Friday Monday Tuesday

Menu Items

Menu Items

Menu Items

Menu Items

Menu Items

Happy Memorial Day

Bosco Sticks With Marinara

Menu Items

Menu Items

Menu Items

Menu Items

Menu Items

Turkey and Cheddar

Melt

Seasoned fries

Seasoned Fries

Seasoned Fries

Seasoned Fries

Seasoned Fries

Old World Style

Old World Style Classic Cheese Pizza

Traditional Italian Pepperoni Pizza

Classic Cheese Pizza

Traditional Italian Pepperoni Pizza

Traditional Italian Pepperoni Pizza

Traditional Italian Pepperoni Pizza

Traditional Italian Pepperoni Pizza

Menu Items

Menu Items

Menu Items

Menu Items

Menu Items

Assorted Fresh Salads Assorted Fresh Salads Assorted Fresh Salads Assorted Fresh Salads Fruit Cups

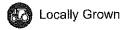
Yogurt Parfait

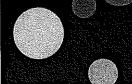
Fruit Cups Yogurt Parfait

Fruit Cups Yogurt Parfait

Fruit Cups Yogurt Parfait

Fruit Cups Yogurt Parfait







Staples High School Lunch Menu

Friday Wednesday Thursday Monday Tuesday

Menu Items

Menu Items

Menu Items

Menu Items

Menu Items Happy Cinco de Mayo! Student Choice Station

Chicken Tenders w/ Onion RIngs

Southwest Rice Bowl

Chicken Pho

Tacos!

Big City BBQ

Rice Beans

Buffalo Chicken Wrap

Chicken BLT

Philly Steak

Chicken & Cheese Quesadilla

Hot Ham and Swiss

Classic American Cheeseburger

Classic American Cheeseburger

Classic American Cheeseburger

Classic American

Classic American Cheeseburger

Seasoned Fries

Seasoned Fries

Seasoned Fries

Cheeseburger Seasoned Fries

Seasoned Fries

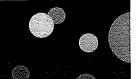
Old World Style Classic Cheese Pizza

Traditional Italian Pepperoni Pizza

By the oz. Bar

Mac and Cheese Bar Mac and Cheese Bar Mac and Cheese Bar Mac and Cheese Bar Mac and Cheese Bar





Staples High School Lunch Menu

Monday Tuesday Wednesday Thursday Friday

The second of th

Menu Items

Menu Items

Menu Items

Menu Items

Menu Items

Sloppy Joe w/ Fries Cheese Ravioli W/meat sauce Veggies Enchiladas Rice Corn

Chicken Parmesan

Student Choice Station

Pasta

Bok Choy

erilled

Loaded Cheese Fries

BBQ Pulled Pork

Chicken BLT

Hot Dog

Fish and Chips

Classic American Cheeseburger Classic American
Cheeseburger

Classic American Cheeseburger Classic American
Cheeseburger

Classic American
Cheeseburger

Seasoned Fries

Seasoned Fries

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Seasoned Fries

Old World Style Classic Cheese Pizza Old World Style Classic Cheese Pizza Old Morad Style Classic Cheese Pizza Old World Style Classic Cheese Pizza Old World Style Classic Cheese Pizza

Traditional Italian Pepperoni Pizza

Traditional Italian Pepperoni Pizza Traditional Italian Pepperoni Pizza Traditional Italian
Pepperoni Pizza

Traditional Italian Pepperoni Pizza

(Roadtrip)

By the oz. Bar

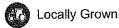
Hand Rolled Sushil
By Yamato Sushi

French Fondue Bar

French Fondue Bar

French Fondue Bar

French Fondue Bar







Staples High School Lunch Menu

Monday Tuesday Wednesday Thursday Friday

Menu Items

Menu Items

Menu Items

Menu Items

Menu Items

Student Choice Station

Chicken Alfredo w/Broccoli

Pulled Pork Sandwich w/French Fries

Stromboli w/marinara Sweet and Sour Chicken

Flame

Fried Rice

French Dip

Hot Ham and Swiss

Turkey Club

Mozzarella & Tomato Panini

Fish and Chips

Classic American Cheeseburger

Seasoned Fries

Seasoned Fries

Seasoned Fries

Seasoned Fries

Seasoned Fries

Old World Style Classic Cheese Pizza

Traditional Italian Pepperoni Pizza

Traditional Italian

Pepperoni Pizza

Traditional Italian

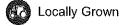
Pepperoni Pizza

Traditional Italian Pepperoni Pizza

Traditional Italian Pepperoni Pizza

By the oz. Bar

Loaded Nacho Bar







Staples School Lunch Menu

Monday Tuesday Wednesday Thursday Friday

Menu Items

Menu Items

Menu Items

Menu Items

Menu Items

Jerk Chicken Rice and Beans Fajita Bar

Chicken Vindaloo Couscous Veggies

Breakfast Bar

Student Choice Station

Roost

Turkey Club

Hot Pastrami on Rye Chicken Ranch Wrap

Cuban

BLT

Classic American Cheeseburger

Seasoned Fries

Seasoned Fries

Seasoned Fries

Seasoned Fries

Seasoned Fries

Old World Style Classic Cheese Pizza

Old World Style Classic Cheese Pizza

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Old World Style Classic Cheese Pizza

Traditional Italian Pepperoni Pizza

By the oz. Station

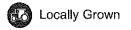
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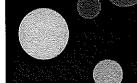
Italian Pasta Bar

Italian Pasta Bar

Italian Pasta Bar

Italian Pasta Bar







Staples School Lunch Menu May 30-31

Monday Tuesday Wednesday Thursday Friday

create

Menu Items

Menu Items

Menu Items

Menu Items

Menu Items

Happy Memorial Day!

Pasta and Meatballs Marinara/Vegetable

erilled

Hot Dog

Classic American Cheeseburger

Seasoned Fries

Classic American Cheeseburger

Seasoned Fries

Classic American Cheeseburger

Cheeseburger

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Classic American Cheeseburger

Seasoned Fries

Old World Style Classic Cheese Pizza Old World Style Classic Cheese Pizza

Traditional Italian Pepperoni Pizza Traditional Italian Pepperoni Pizza Traditional Italian Pepperoni Pizza Traditional Italian
Pepperoni Pizza

Traditional Italian Pepperoni Pizza

A Miximal S

By the oz. Station

Asian Noodle Bar





Vegetarian



Locally Grown

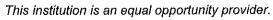




EXHIBIT F 2021-2022 AND 2022-2023 SCHOOL CALENDAR

NEXT TWO (2) PAGES



WESTPORT PUBLIC SCHOOLS 2021-2022 SCHOOL CALENDAR

School in Session
Teacher Professional Development
Snow Dates
Snow Dates Used as of 2-9-22

Aug 26-27, 30 Professional Development

KEY DATES

June 16

•	•
Aug 31	First Day of School
Sept 6	Labor Day
Sept 7	Rosh Hashanah
Sept 16	Yom Kippur
Oct 13	Early Release/Professional Development
Nov 2	Election Day – Professional Development
Nov 24	Early Dismissal
Nov 25-26	Thanksgiving Recess
Dec 24-Jan 1	Winter Recess
Jan 3	Professional Development
Jan 17	Martin Luther King Jr. Day
Feb 21	Presidents' Day
Feb 18	Professional Development
Feb 21-25	February Recess
March 23	Early Release/Professional Development
Apr 15	Good Friday
April 15-22	Spring Recess
May 30	Memorial Day

Students: 181 days Teachers: 188 days

Release)

There are 6 snow days built into the calendar. If there are no snow days students' last day will be June 16. In the event that additional make-up days are needed, District schools will use, in the following order: Monday, April 18; Tuesday, April 19; Wednesday, April 20; Thursday, April 21; Friday, April 22.

Last Day of School/Graduation (Early

^{*}Approved by the Board of Education on: June 1, 2020 Revised January 19, 2021 & February 7, 2022

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WESTPORT PUBLIC SCHOOLS 2022-2023 SCHOOL CALENDAR

School in Session
Teacher Professional Development
Snow Dates

KEY DATES

Aug 25-26, 29Professional DevelopmentAug 30First Day of SchoolSept 5Labor DaySept 26Rosh Hashanah

Sept 26 Rosh Hashanah
Oct 5 Yom Kippur
Oct 12 Early Release/Pr

Oct 12 Early Release/Professional Development
Nov 8 Election Day – Professional Development
Nov 8 Fash Dismissel

Nov 23Early DismissalNov 24-25Thanksgiving RecessDec 26-Dec 30Winter Recess

Jan 16 Martin Luther King Jr. Day

Feb 20 Presidents' Day
Feb 20-24 February Recess

Feb 27 Professional Development

March 22 Early Release/Professional Development

Apri 7 Good Friday
April 7-14 Spring Recess
May 29 Memorial Day

June 14 Last Day of School/Graduation (Early

Release)

Students: 182 days Teachers: 187 days

There are 5 snow days built into the calendar. If there are no snow days students' last day will be June 14. In the event that additional make-up days are needed, District schools will use, in the following order: Monday, April 10; Tuesday, April 11; Wednesday, April 12; Thursday, April 13; Friday, April 14.

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^{*}Approved by the Board of Education on: 5-17-2021

EXHIBIT G

Brief Narrative Concerning Cleaning, Ticket Distribution, Ala Carte, Vehicles, and Cash Handling

<u>Cleaning:</u> FSMC is responsible for cleaning of kitchen equipment and all small wares. District is responsible for cleaning of floors, wall, vents and any other structure of the facility.

<u>POS System:</u> Westport Public Schools operates a computerized point of sale system. All students in the district data base are entered into cafeteria system. Student's status is coded into the computerized system for free, reduced or full paid meal status. Students access their individual account when purchasing meals in the cafeterias and funds are debited from their account.

<u>Vehicles:</u> The FSMC will provide a van to be used by the food service program to transport commodity product and stock items throughout the district.

<u>Cash Handling</u>: All funds are reconciled and deposited daily by each school. Deposit information is sent to the food service office for verification. Bank deposit information is sent to the Westport Public Schools Business Office for auditing to bank statements.

EXHIBIT H MEAL SALES BY SCHOOL

NEXT ONE (1) PAGE

Sales 2021-2022 by School					
*Actuals through March 2022					
School	Days	Total	Free	Reduced	Paid
Coleytown Elementary	129	\$125,370.15	\$ 841.00	\$ 266.00	\$ 26,100.00
*Projections	45	\$43,733.77	\$ 293.37	\$ 92.79	\$ 9,104.65
Greens Farm Elementary	129	\$118,391.23	\$1,176.00	\$ 334.00	\$ 24,206.00
*Projections	45	\$41,299.27	\$ 410.23	\$ 116.51	\$ 8,443.95
Kings Highway Elementary	129	\$114,115.90	\$ 945.00	\$ 13.00	
*Projections	45	\$39,807.87	\$ 329.65	\$ 4.53	\$ 7,702.33
Long Lots	129	\$106,787.15	\$ 868.00	\$ 503.00	\$ 23,248.00
*Projections	45	\$37,251.33	\$ 302.79	\$ 175.47	\$ 8,109.77
Saugatuck	129	· · · · · · · · · · · · · · · · · · ·	I	\$ 287.00	
*Projections	45	\$27,185.54	\$ 193.60	\$ 100.12	\$ 7,269.77
Bedford Middle	129	\$390,470.35			
*Projections	45	\$136,210.59			
Coleytown Middle	129	\$239,756.35			
*Projections	45	\$83,635.94			
Staples	129	\$1,053,159.96			
*Projections	45	\$355,381.24			
Catering and Vending		\$68,162.00			
Grand Totals	174	\$3,058,650.52	\$5,914.65	\$ 1,892.42	\$ 157,104.47

Notes: Total days is minus 6 days for snow

<u>EXHIBIT</u>I EQUIPMENT SPECIFICATIONS

The SFA is not requesting equipment purchases for this contract

EXHIBIT J WESTPORT SCHOOL DISTRICT MINIMUM STANDARDS

- An organic yogurt such as Stonyfield Farms must be served throughout the district
- · All deli meats and cheeses must be Boars Head brand
- Chicken patties must be whole muscle meat chicken (no processed chicken products)
- · Chicken nuggets will be replaced with whole muscle meat chicken products
- Packaged apple slices must be offered in addition to whole fruit
- Panini pressed deli sandwiches at the Middle Schools and High School
- Products must be free of trans fats and hydrogenated oil
- Fried foods may not be used throughout the district with the exception at Staples High School
- Cookie size in the high school and middle schools may not be more than 1.33 ounces
- Cookies may not be served at the elementary schools
- Staples High School, Bedford Middle School and Coleytown Middle School must have salad bars; a low- fat salad dressing must be offered
- · All milk offered must be hormone-free
- Soy milk must be offered at all schools
- Chicken and/or turkey tacos must be served in addition to beef tacos
- Locally grown produce from New England farms must be used throughout the district as an
 integral part of all menus; purchases should be made from farmers who practice ecologically
 responsible farming methods wherever possible
- Low fat yogurt and granola parfaits must be offered daily at all schools
- Only olive, canola and vegetable oils will be used infood preparation
- Seafood must be purchased in accordance with the Seafood Watch guidelines for sustainability
- Any and all peanut and tree nut materials must be segregated using a specific area including the use of dedicated utensils
- Participation with the Food Service Advisory Committee / Health & Wellness Committee to review proposed new foods for nutritional value is required
- Dietician available for consultative services as needed
- Monthly menus and complete nutrition and allergen information for those menu items must be available to be posted on the Board of Education website
- Parents must have capability to track student purchases as well as fund lunch accounts through approved cafeteria software
- Vendors must comply with the Health & Wellness Policy adopted by the Westport Public Schools that is revised from time to time

EXHIBIT K WESTPORT SCHOOL DISTRICT MINIMUM STANDARDS -HIGH SCHOOL

In addition to the minimum items outlined in Exhibit J:

- Teachers' lounge with separate adult menu
- Ethnic entrees that appeal to a wide variety of cultures
- Made to order sushi on designated days
- Daily pre-made healthy snacks Fruit & yogurt parfaits, Fruit & cheeses cups, Apples and Sun buttercups, Freshfruit cup, Vegetable erudite cups.
- Pre-made salads and sandwiches
- Frozen yogurt bar
- Panini Grill upscale sandwiches must be served at Staples High School
- Turkey & garden burgers must be offered
- Deli meats and cheeses must be Boars Head brand

EXHIBIT L WESTPORT SCHOOL DISTRICT GOALS

- Reduce the nitrate content of foods served, wherever possible
- Reduce the sodium content of foods served, whenever possible
- Wherever possible, reduce or eliminate products that have been determined to contain hormones
- Provide sodium information on the nutritional ingredient lists provided to be posted on the Schools'website
- Introduce low fat organic salad dressings and low fat cheeses
- Offer more fish options
- Remove all processed chicken items from the offerings
- Feature a "Food Focus" each month utilizing a Chefs table concept
- Continue to increase the number of Type A meals that meet the "healthy balance" standard;
 reduce the number of high fat choices
- Move to more recyclable packaging and reduce the amount of packaging used

EXHIBIT M INVOICE PAYMENT

The SFA shall make payment within ten (10) days to the FSMC for the direct costs of operation plus management fee, after submission of an invoice.