

Agreement for Management of a School Food Service Program

LEXINGTON PUBLIC SCHOOLS, MA

and

Whitsons New England Inc.
(FSMC Name)

July 1, 2012
(Date Issued)

Agreement for Management of a School Food Service Program

THIS AGREEMENT, made this 22nd day of June by and between the School Committee of the Lexington Public Schools, MA hereinafter referred to as the School Food Authority ("SFA") and Whitson New England Inc. hereinafter referred to as the Food Service Management FSMC ("FSMC").

WHEREAS, the FSMC submitted a proposal dated May 3, 2012 to the SFA to provide food service management to the SFA in response to the SFA's Request for Proposals dated March 8, 2012 (the "RFP") and has been awarded a contract by the SFA, contingent upon the execution of an agreement that is acceptable to both parties.

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

I. Scope and Purpose

- A. This agreement sets forth the terms and conditions upon which the SFA retains the FSMC to manage and operate the SFA's Food Service Program.
- B. The SFA's Request for Proposal (RFP) as amended by both parties, including all of its exhibits, the FSMC's Proposal, and the Agreement Cover Sheet are hereby in all respects made a part of this agreement. In the event of a conflict between the Request for Proposal, the Proposal and this agreement, the terms of this agreement shall prevail.
- C. "Food Service Program" refers to the operation of the National School Lunch Program and/or the School Breakfast Program, and/or the Special Milk Program, and/or the After School Snack Program, as well as other auxiliary businesses described in the RFP, Exhibit A, Item 8.
- D. This agreement shall become effective on July 1, 2012, and shall terminate on June 30, 2013 (the "Initial Term"), unless an extension is agreed to in accordance with the terms stated below, or unless terminated earlier as provided below.
- E. This agreement is subject to review and approval by Nutrition Services, Massachusetts Department of Elementary and Secondary Education (DESE).
- F. Pursuant to Federal regulations, any extensions of this agreement shall be executed prior to expiration of the preceding contract period. Any such extensions (each a "Renewal Term") shall not extend the contract period more than an additional four years beyond the original contract period of July 1, 2012, to June 30, 2013.
- G. If the SFA elects to renew the agreement with the FSMC, the terms and conditions of the existing agreement shall remain substantially unchanged. Renewals of this agreement shall be attached as Amendments to this agreement. Any price changes in the contract as part of a renewal will be based upon all FSMC fees of the original contract. Fee increases shall be disclosed as part of the submittal and shall not exceed the changes in the Consumer Price Index Rate for Food Away from Home in the Boston-Brockton-Nashua Area for the 12 months preceding the most recent monthly calculation available when the Agreement is renewed. If this Agreement is renewed, the FSMC and SFA will complete a new version of the Certification Regarding Debarment,

Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions and Certification Regarding Lobbying attached in Exhibit A as required by DESE.

- H. This agreement constitutes the entire agreement between the SFA and the FSMC and may not be changed, terminated or extended orally or by course of conduct, except as expressly agreed to in writing by the parties and with the approval of DESE.
- I. This agreement shall remain in effect throughout its term unless the parties mutually agree, in a written document signed by both parties and attached to this agreement, to amend, add or delete any article or exhibit. Any amendment to this agreement shall become effective at the time specified in the amendment.
- J. This agreement may not be assigned by either party in whole or in part without the written consent of the other party.
- K. This agreement shall be construed under the laws of the Commonwealth of Massachusetts. Any action or proceeding arising out of this agreement shall be brought in the appropriate courts of the Commonwealth of Massachusetts.
- L. This agreement may be executed in several counterparts, each of which shall be deemed an original.
- M. A waiver of any failure under this agreement shall neither be construed as nor constitute a waiver of any subsequent failure. This agreement supersedes all prior negotiations, representations or agreements, if any. The section headings are used solely for convenience and shall not be deemed to limit the subject of the sections and paragraphs or be considered in their interpretation.
- N. Any silence, absence or omission from the specifications under this agreement concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of a quality that would normally be specified by the SFA are to be used.
- O. If any provision is unenforceable or invalid for any reason, the remainder of this agreement shall continue in effect.
- P. Payments of any expense or fee shall not preclude the SFA from making a claim for adjustment on any item that is found not to have been in accordance with the provisions of this agreement and proposal specifications; provided that any invoice that is not disputed in good faith within 120 days of submission shall be deemed accepted by the SFA.
- Q. Any notice or communication required or permitted under this agreement shall be in writing and shall be served personally or sent by United States registered or certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:

To SFA: Lexington Public Schools, MA
 146 Maple Street
 Lexington, MA 02420

To FSMC: Whitsons New England, Inc.
 1800 Motor Parkway
 Islandia, NY 11749

Attention: Paul Whitcomb, Executive Vice President

And: Whitsons Culinary Group
1800 Motor Parkway
Islandia, NY 11749
Attention: General Counsel

With copy to: Administrator for Nutrition, Health and Safety,
Massachusetts Department of Elementary & Secondary
Education
75 Pleasant Street
Malden, MA 02148-4906

and/or to such other persons or places as either of the parties may hereafter designate in writing. All such notices shall be deemed effective when received, but no later than forty-eight (48) hours after the same are deposited in the United States mail.

- R. The Assistant Superintendent for Finance and Business (the "Assistant Superintendent") will represent the SFA as liaison between the SFA and the FSMC in all matters related to this agreement. All comments from the FSMC to the SFA regarding this Agreement should be submitted through the Assistant Superintendent.
- S. The SFA's financial commitments contained in this Agreement are subject to annual appropriation by the SFA's School Board.
- T. With the exception of payment obligations for prior performance under this agreement, neither the FSMC nor the SFA shall be liable for the failure to perform their respective obligations under this agreement when such failure is caused by fire, explosion, water, acts of God (except emergency closing days as stated in the SFA School Cancellation Policy), civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

II. Breach and Termination

- A. In the event either party commits a material breach, the non-breaching party may terminate this agreement for cause by giving sixty (60) days written notice. If the breach is remedied prior to the proposed termination date, the notice shall be considered void and the breach cured.
- B. Material breaches shall include, but are not limited to, failure to maintain and enforce required standards of sanitation, failure to maintain proper insurance coverage as outlined by the contract, failure to provide required periodic information/statements, or failure to satisfactorily perform obligations hereunder.
- C. The FSMC and the SFA may each terminate this agreement without cause by providing sixty (60) days written notice to the other party of its intent to terminate.
- D. The rights of termination in this agreement are not intended to be exclusive and are in addition to any other rights available to either party at law or in equity.
- E. The FSMC shall provide one hundred-twenty (120) days written notice to the SFA of any intent not to renew the contract.

III. SFA Rights and Responsibilities

A. General Responsibilities

1. The SFA shall be legally responsible for the conduct of the food service program.
2. The SFA shall supervise and monitor the food service program in such manner as will ensure compliance with all applicable rules, regulations, and agreements with DESE and the United States Department of Agriculture (USDA).
3. The SFA shall be the responsible authority without recourse to USDA Food and Nutrition Service or to DESE for the settlement and satisfaction of all contractual and administrative issues arising from the contract. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of a contractual nature. Matters concerning violations of the law will be referred to the local, State, or Federal authority with proper jurisdiction.
4. The SFA shall be solely responsible for implementation of its free and reduced price meal policy including development, distribution, approval and maintenance of free and reduced price applications; direct certification and verification activities. These responsibilities shall not be delegated to the FSMC to any degree.
5. The SFA shall be responsible for all contractual agreements entered into in connection with the school nutrition program. The SFA shall retain signature authority as outlined in Exhibit H, Division of Responsibilities over the following:
 - i. the program agreement with DESE;
 - ii. all necessary signatures as part of the free/reduced applications process;
 - iii. the SFA's free and reduced price policy statement;
 - iv. USDA donated food orders;
 - v. monthly claims for reimbursement; and
 - vi. commodity order forms.
6. The SFA shall retain control of the quality, extent and general nature of its food service pursuant to 7 CFR 210.16(a)(2).
7. The SFA may make reasonable regulations with respect to the operation of the food service program.
8. The SFA shall be responsible for ensuring resolution of program review and audit findings.
9. The SFA reserves the right to add or delete locations of food service from the list of schools included in the program without the FSMC's agreement. The SFA further reserves the right to make any grade level changes it deems necessary. FSMC shall have the right to make a request to equitably increase or decrease its fees hereunder if the SFA adds or reduces food service locations.
10. The SFA reserves the right to change all but the senior high school program from an "offer" program to a "serve" program at any time it deems to do so.

11. The SFA reserves the right to cancel or shorten any school day. A twenty-four (24) hour notice will be given to the FSMC in non-emergency situations. In the event of emergency closure, the SFA shall provide the FSMC with as much advance notice of the closure as possible, and the SFA will not be charged on that day(s).

B. Control of the School Food Service Account and Overall Financial Responsibility

1. The SFA shall retain control of the nonprofit school food service account and overall financial responsibility for the nonprofit food service operation.
2. All income accruing to the SFA from the food service program shall remain in the SFA non-profit food service account.
3. The SFA shall retain control for the establishment of all prices, including price adjustments, for meals served under the nonprofit school food service account including without limitation pricing for reimbursable meals, a la carte service including vending machines, and adult meals.
4. The SFA shall approve all a la carte items served and all a la carte prices charged by the FSMC in advance of sale.
5. The SFA's and the FSMC's employees may purchase meals/milk/snacks at the option and direction of the SFA at prices approved by the SFA.
6. The SFA shall make appropriate and adequate arrangements for funds to defray the necessary costs of the service of free or reduced price meals to eligible children, subject to annual appropriation by the SFA's school board.
7. The SFA shall ensure that all conditions and assumptions underlying FSMC's promise, described under IV- FSMC Rights and Responsibilities of this agreement to break even for all costs delineated under FSMC responsibilities are clarified and defined. Any guaranteed return provided under that section will remain within the SFA's Food Service Revolving Fund to support future equipment purchases and supplies under the responsibility of the SFA.
8. The SFA will reimburse the FSMC only for allowable costs from the nonprofit school food service account net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority. The FSMC's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost Circulars 7CFR210.21(f)(iii).
9. The FSMC shall invoice the SFA at the close of each period of program operation. It is acceptable to the SFA for a "pre-bill" to be submitted according to warrant schedule during each period. A period is defined as a calendar month of activity. All invoices must be accompanied by original invoices and reports documenting expenditures, discounts, rebates, other applicable credits, and any alleged changes in conditions or assumptions as described in Section IV.D.20 and their expected financial impacts, for a "pre bill" or monthly payment to occur.

10. The SFA shall make payment to the FSMC within 30 days after the submission of a valid bill for each period of program operation. Normal credit terms will be thirty (30) days from billing date.
- ~~11. The SFA shall not pay for meals that are spoiled, unwholesome or disallowed by appropriate authority at time of service; or those that do not meet the specifications developed by the SFA; or do not otherwise meet the terms of this Agreement; provided however, that no deduction shall be made unless the SFA shall give the FSMC written notification within thirty (30) days, specifying the number of meals for which the SFA intends to deduct payment and setting forth the reasons for the deduction.~~
12. The SFA reserves the right to review all bids, invoices, and any other records of the FSMC at any time pertaining to the food service program.
13. The SFA's financial commitments contained in this Agreement are subject to annual appropriation by the SFA's School Board.

C. USDA Donated Foods

1. Title of products purchased or processed using federally donated commodities must remain with the SFA. Any charges incurred by the FSMC when processing or purchasing products containing government commodities shall be paid by the FSMC and charged back to the SFA as a food cost. A manufacturer's original invoice is required as proof of pricing.
2. Any federally donated commodities received by the SFA and made available to the FSMC shall accrue only to the benefit of the SFA's non-profit school food service program and shall be used solely for the purpose of providing benefits for the SFA's food service operation. All refunds received from processors must be retained by the SFA. To the maximum extent feasible, the FSMC shall use any food donated by USDA for the use of the SFA in preparation of the meals and other food served to children.
3. The SFA must conduct a reconciliation at least annually (and upon termination of the contract) to ensure that the FSMC has credited it for the value of all donated foods received for use in the SFA's food service in the school year, including the value of donated foods contained in processed end products.

- D. The SFA will maintain all applicable health certifications and assure that all State and local regulations are being met by the FSMC.

E. Monitoring Responsibilities

1. The SFA's designee shall review all administrative and financially related operations of the FSMC. The FSMC's reimbursement for eligible direct costs of operation, as specified in the RFP, Exhibit G, Division of Costs for the Food Service Program, and Management Fee will be paid only as approved by the SFA's designee as being consistent with the terms of this agreement.
2. The SFA will audit food, labor, and other large expense items quarterly and perform random audits on smaller expense categories. The FSMC will submit any large (amounts greater than \$500) or unusual expense items including, but not limited to, travel or personal

expenses for advance approval prior to expenditure or commitment. Any relocation costs for which the SFA will be responsible must be approved in advance by the SFA

3. The SFA shall audit the FSMC's operations as part of its year-end audit. The SFA may also conduct special audits as it deems appropriate. The FSMC shall immediately notify the SFA of any audit, inquiry or legal investigation of its records by a local, State, or Federal authority that is in any way related to the SFA.
 4. The SFA shall have unlimited access to all areas of the SFA facilities used by the FSMC for purposes of inspections and audits.
 5. The SFA, DESE, USDA or Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the FSMC which are directly pertinent to this agreement, for the purpose of making audit, examination, excerpts and transcriptions.
 6. The Assistant Superintendent will monitor the food service operation through periodic on-site visits to ensure the food service is in conformance with program regulations and the terms of this agreement.
- F. The SFA, with the assistance of the FSMC, shall establish an advisory committee representative of all students, teachers, and parents to assist in menu planning. The advisory committee shall meet at least semi-annually. Each semester, the FSMC shall cooperate with the SFA to prepare an action plan for consideration by the advisory committee.

G. Facilities

1. The SFA shall make available without charge to the FSMC an area or areas agreeable to both parties in which the FSMC shall render its services; such area or areas shall be reasonably suited for providing efficient food service.
2. 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 service program and which are specified in the RFP, Exhibit G, Division of Costs for the Food Service Program.
3. The SFA shall provide the FSMC with local telephone service with responsibility for those costs described in the RFP, Exhibit G, Division of Costs for the Food Service Program.
4. The SFA shall notify the FSMC of any interruption in utilities of which it has knowledge.
5. The SFA shall provide sanitary toilet facilities for the employees of the FSMC.
6. The SFA shall remove all garbage, recyclables, and trash from designated areas daily.
7. The SFA shall provide, without charge to the FSMC, office space for use by the FSMC in the performance of this agreement. The FSMC shall take reasonable and proper care of the office space and shall return it to the SFA at the termination of the agreement in the condition in which it was received, ordinary wear and tear excepted. All records which the FSMC is required to maintain under this agreement shall be stored in said office.

8. In connection with the services being provided hereunder, FSMC may need to operate certain information technology systems not owned by SFA ("Non-SFA Systems"), which may need to interface with or connect to SFA's networks or information technology systems ("SFA Systems"). FSMC shall be responsible for all Non-SFA Systems, and SFA shall be solely responsible for SFA Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. If FSMC serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder, then FSMC will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data ("Data Protection Rules"). If Non-SFA Systems interface with or connect to SFA Systems, then SFA agrees to implement forthwith upon request from FSMC, at its own expense, the changes to the SFA Systems that FSMC reasonably requests and believes are necessary or prudent to ensure FSMC's compliance with the Data Protection Rules.
9. The SFA reserves the right to use school food service preparation areas at times other than when facilities are in use by the FSMC; however, the FSMC shall require an employee to be present and to be reimbursed by the user at the rate established by School Committee Rental of Facilities policy or a minimum of \$25.00 per hour if the policy is silent.
10. If the SFA uses the facilities for extracurricular activities before or after the SFA's regularly scheduled lunch or breakfast period, the SFA shall return facilities and equipment to the FSMC in the same condition as received, normal wear and tear accepted.
11. The SFA shall be responsible for painting within the kitchen and dining areas.
12. The SFA shall be responsible for cleaning of ducts and hoods above the filter line and will provide extermination services as needed. However, FSMC shall submit work orders as necessary for cleaning these areas to be scheduled by the Department of Public Facilities.
13. The SFA, through the Department of Public Facilities, shall be responsible for repairs to all permanent fixtures such as faucets, lights, sewers, air conditioning, heating and all other electrical work not directly related to a specific piece of food service equipment.

H. Equipment:

1. The SFA shall furnish all necessary Capital Equipment to operate the Food Service Program. For the purposes of this Agreement Capital Equipment shall mean equipment which costs in excess of \$5,000.00.
2. An itemized inventory of all items furnished by the SFA, including all miscellaneous kitchen items, will be made part of this agreement upon its execution. This itemized inventory shall be certified by representatives of both the SFA and FSMC.
3. The SFA, through the School Department, will be responsible for all repairs related to specific internal pieces of food service equipment such as pilot lights for gas stoves and parts for equipment and appliances used directly in food services. Hoods and other venting and safety equipment attached to the building envelope are the responsibility of the Department of Public Facilities. The FSMC is responsible for submitting work orders and documenting building envelope work to be completed and planned.

4. The SFA shall inventory the equipment owned by the SFA at the beginning of the school year, including but not limited to silverware, trays, chinaware, glassware, kitchen utensils, food and nonfood supplies.
5. The SFA shall furnish and install any equipment or make any structural changes needed to comply with Federal, State and local laws, ordinances, rules, and regulations regarding the food service program.
6. The FSMC shall submit for consideration each September a five-year capital improvement plan and ten-year equipment replacement plan to assist SFA in maintaining equipment to acceptable standards. The Capital Plan Submission shall be completed on town issued forms and direction. The SFA shall submit a prioritized request to the town Capital Expenditure Committee and the governing body for funding consideration.
7. The SFA shall replace expendable equipment and replace, repair and maintain inventoried equipment except when damages result from the negligence of the employees of the FSMC, in which event the FSMC shall repair or replace the equipment.
8. All food preparation and serving equipment owned by the SFA shall remain on the premises of the SFA.
9. The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA's premises unless such damage is caused by negligence or willful misconduct of the SFA's employee(s), agent(s) or invitee(s).
10. The SFA shall keep its buildings, including the premises, and all property contained therein insured against loss or damage by fire, explosion and similar casualties. The FSMC shall notify, in writing, the SFA of all food losses due to the failure of equipment or the result of damage by fire, explosion, and similar casualties. The SFA shall be solely responsible for any loss or damage caused by such casualty or failure of equipment (including food losses due to loss of power).

IV. FSMC Rights and Responsibilities

A. General Rights and Responsibilities

1. The FSMC shall have the exclusive right to operate the SFA's Food Service Program for the sole benefit of the SFA, students, faculty, staff, invited guests and other persons designated by the SFA, and not as a source of profit to the FSMC, other than from the Management Fee that it receives under this agreement.
2. The SFA may request that the FSMC provide additional food service programs. However, the SFA reserves the right, at its sole discretion, to sell or dispense any food or beverage before or after the SFA's regularly scheduled lunch or breakfast periods provided such use does not interfere with the operation of the school lunch and/or breakfast and/or special milk and/or after school care snack programs, and is in compliance with State and Federal laws and regulations regarding non-nutritious foods or foods sold in competition with reimbursable meals/snacks.
3. During the Initial Term, FSMC shall charge SFA, and SFA shall pay FSMC, a combined Administrative and a Management Fee of \$12,500.00 per month (the "Food Service

Program Fee") The Food Service Program Fee represents FSMC's overhead expenses necessary to operate the Food Service Program, for which FSMC is not otherwise reimbursed, including, but not limited to: area and zone supervision; general support provided by FSMC's corporate offices, including without limitation, accounting, purchasing, tax, legal, research, auditing other related administrative functions. The Food Service Program Fee shall be invoiced on a monthly basis, and shall be due and payable in ten (10) equal monthly installments within thirty (30) days of invoice date. FSMC shall be entitled to charge the SFA a late payment fee on any invoice that is more than 30 days past due, at the rate of 1 ½ % per month, provided that such late payment fee shall not be paid from the non-profit food service account. For any Renewal Term, the Food Service Program Fee shall be adjusted annually, upward or downward, based on any percentage increase or decrease in the Consumer Price Index (CPI) for food away from home in the Boston-Brockton-Nashua Area, for the 12 months preceding the most recent monthly calculation available when the Agreement is renewed.

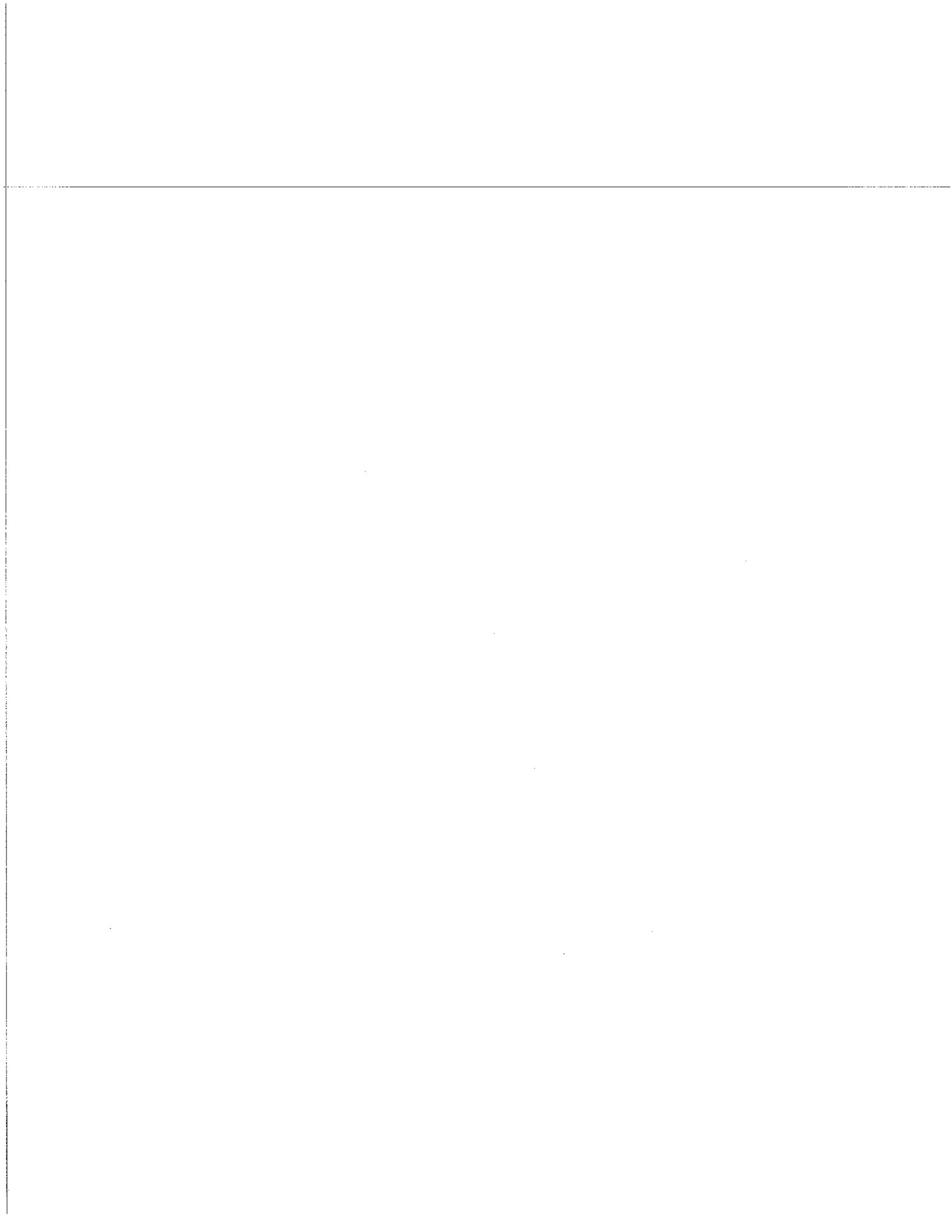
4. In operating the SFA's Food Service Program, the FSMC shall comply with all Federal, State, and local laws regardless of whether they are specifically named in this agreement. The FSMC shall operate the food service program to meet all requirements under the National School Lunch Act and Child Nutrition Act and shall conduct its operations in accordance with 7 CFR Parts 210 as amended, 215 as amended, 220 as amended, 225 as amended, 226 as amended, 245 as amended, 250 as amended and USDA Food and Nutrition Service instructions and policies. The FSMC shall also comply with the terms of the SFA's Child Nutrition Program agreement with DESE.
5. The FSMC shall complete and abide by all Certifications included in Exhibit A to this agreement, Food Service Management Company (FSMC) Affidavits.
6. The FSMC shall obtain and keep in effect all Federal, State, and local licenses required for the operation of the food service program. Such licenses shall be posted in a prominent place within the food service area as required by law or regulation.

B. Management of Food Service Operations

1. The FSMC shall sell on the SFA's premises only those foods and beverages authorized by the SFA and only at the times and places designated by the SFA.
2. The FSMC shall not offer a la carte food service unless the FSMC also offers free, reduced price and full price reimbursable meals under this agreement to all eligible children.
3. The FSMC shall follow the SFA's written policy requiring feeding of eligible children free or at a reduced price shall apply to the FSMC's food service operation.
4. The FSMC shall charge prices in accordance with those provided in the RFP, Exhibit E, Current Price Schedule unless and until notified of different prices by the SFA.

C. Menu Planning and Food Selection

1. The FSMC will be responsible for all menu planning. The SFA shall review and approve all menus prior to preparation and service of food. The FSMC shall provide proposed menus to the SFA sixty (60) business days in advance of the service date. The SFA shall review and approve the menus forty-five (45) business days in advance of the service date.
2. All menus must be developed using the menu planning system(s) specified in Exhibit A, SFA Profile, item 11.
3. The FSMC must adhere to the menu cycle specified in Exhibit B of the RFP for the first twenty-one (21) days of meal service. Changes thereafter may be made only with approval from the SFA.
4. The FSMC must maintain menu standards, as presented in the twenty-one (21) day cycle menu as to type and quality of meal service.
5. The FSMC shall provide choices of menu items for lunches and breakfasts.
6. In accordance with Federal regulations and FNS Instruction 783-2, the FSMC shall make substitutions in reimbursable meals as specified by a recognized medical authority for individual participating children whom are unable, because of a disability or other special dietary need, to consume specified foods. The SFA shall notify the FSMC of any such special dietary needs and work cooperatively with FSMC with any assistance necessary to accommodate dietary needs to a reasonable extent.
7. The FSMC shall provide detailed specifications for each food component served as specified in 7 CFR Part 210 and adhere to those standards described in Exhibit C, Purchasing Specifications.
8. Unless otherwise specified by the Lexington Wellness Policy or Guidelines, the FSMC shall comply with the following Minimum Purchasing Specifications:
 - i. Meat Poultry and Fish:
 1. Beef: All beef cuts will be U.S.D.A. Top Range Choice from steers and heifers only. Primal cuts that will be purchased will include round, loin, flank, rib and chuck. No plate or shank cuts will be used. All ground beef will meet the I.M.P. 136 standard.
 - a. Pork: U.S.D.A. No. 1, cured, smoked and fresh;
 - b. Poultry: U.S. Grade A;
 - c. Fish: Fresh and frozen, Grade "A" where grade exists;
 - d. Pre-prepared Meat Products: Meet above specifications for beef, pork, poultry, fish and include Child Nutrition (CN) Label or Product Analysis and Nutritional Analysis documentation.
 - ii. Dairy (Minimum Standards).
 - iii. Milk: Fat free and 1% fat, Grade "A" under 30,000 bacterial count per c.c.
 - iv. Eggs: U.S.D.A. Grade "A", Fresh Fancy, no storage eggs to be used.
 - v. Cheese: U.S. Grade "AA".
 - vi. Canned Fruits and Vegetables: U.S. Grade "A" or U.S. Fancy only.
 - vii. Fresh and Frozen Fruits and Vegetables: No. 1 quality, i.e. Apples, U.S. Extra Fancy; Winter Pears, Extra Fancy No. 1; Tomatoes (greenhouse) Fancy No. 1; Broccoli, Fancy; Carrots, U.S. Fancy; etc.



- viii. Condiments: U.S. Grade "A".
- ix. Miscellaneous Groceries: Highest grade obtainable. U.S. No. 1.

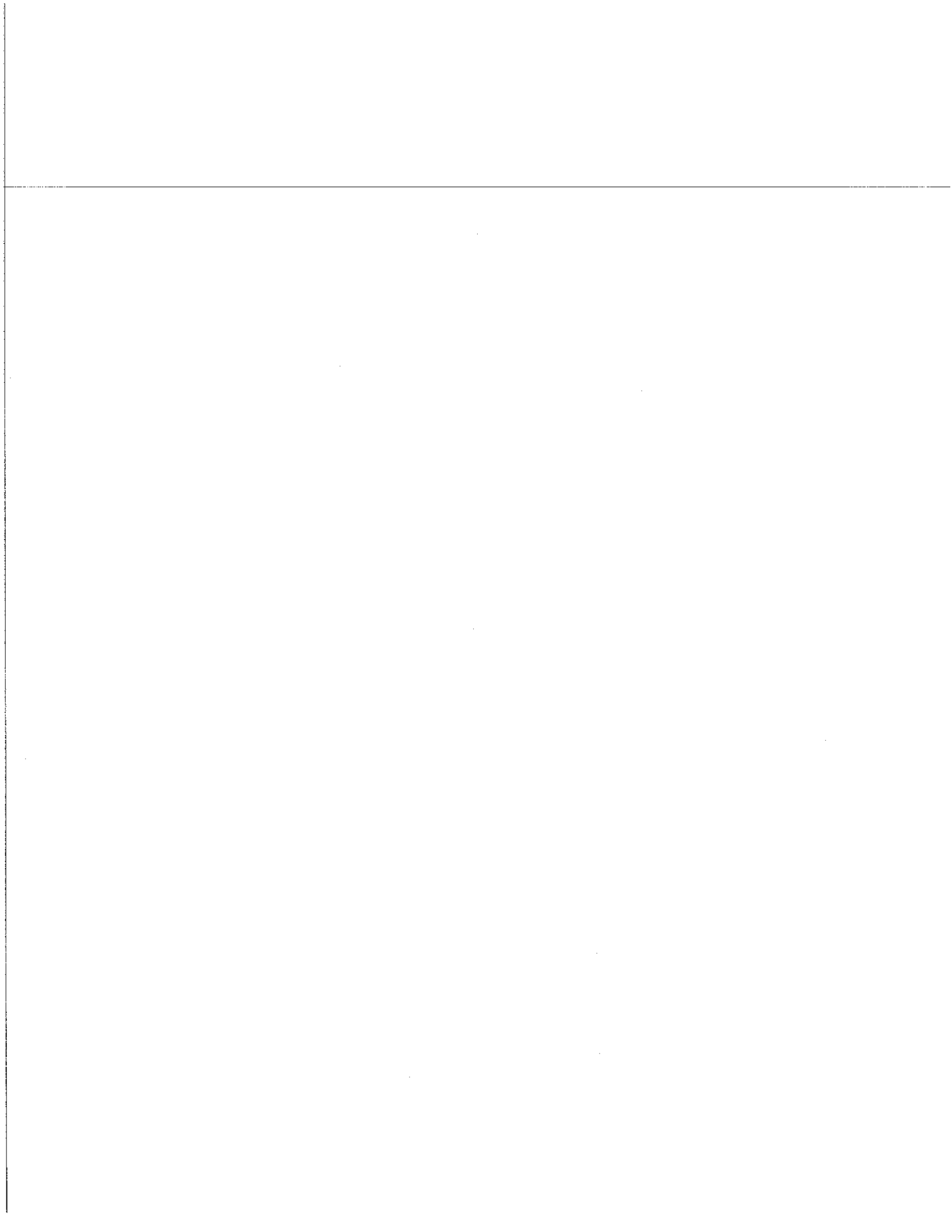
9. The FSMC shall provide condiments.

10. The FSMC may use fillers or extenders, such as "alternate protein products," in foods served upon approval of the SFA and as regulated by the U.S. Department of Agriculture (USDA).
11. If the SFA participates in the Special Milk Program, the FSMC shall serve milk that meets requirements for reimbursement.
12. The FSMC will not purchase foods that are available as donated commodities.
13. The FSMC must use all donated ground beef, donated ground pork, and all processed end products, in the SFA's food service, and must use all other donated foods, or commercially purchased foods of the same generic identity, and of equal or better quality than the donated foods, and in compliance with the Buy American Act, in the SFA's food service.
14. The FSMC must return all unused donated ground beef, donated ground pork, processed end products and (at the SFA's discretion) return all other unused donated foods in accordance with 7 CFR § 250.52(c) upon termination of this Agreement. The SFA and FSMC must maintain records of receipt of donated foods and processed end products, or crediting for the value of donated foods, and other records and processed end products, or crediting for the value of donated foods, and other records relating to donated foods, in accordance with 7CFR 250.54. The SFA must conduct a reconciliation at least annually (and upon termination of the contract) to ensure that the FSMC has credited it for the value of all donated foods received for use in the SFA's food service in the school year including, in accordance with requirements in 7CFR 250.51(a), the value of donated foods contained in processed end products.
15. The FSMC shall account for all federally donated commodities separately from purchased commodities. The value of the donated commodities shall be those reported on the commodity distribution information provided by the Massachusetts Department of Elementary and secondary Education. The credit will be made upon receipt of goods at the value stated.
16. The FSMC must credit the SFA for the value of all donated foods received for use in the SFA's meal service in the school year, on at least an annual basis, through invoice reductions, refunds, discounts, or other means. Such requirement includes crediting for the value of donated foods, contained in processed end products if the FSMC procures such end products on behalf of the SFA, or acts as an intermediary in passing the donated food value in such end products on to the SFA. All forms of crediting must include clear documentation of the value received from the donated foods. In cost-reimbursement contracts, crediting may be performed by disclosure. The SFA must ensure that the FSMC procurement of processed end products is restricted to those processors that have signed processing agreements with the State distributing agency or the SFA in accordance with 7CFR Part 250.

17. The FSMC shall be responsible for the logistics of transporting and storing federally donated commodities, if any. The SFA is responsible for the reasonable cost of such transportation and storage.
18. Such donated commodities shall be kept separate and apart from the purchased inventory of food and supplies. The FSMC must meet the general requirements for storage and inventory management of donated foods in 7CFR250.14(b). Additionally, under cost-reimbursable contracts, the FSMC must ensure that its system of inventory management does not result in the SFA being charged for donated foods.
19. The FSMC shall provide the SFA, USDA, and appropriate state agencies access to the storage areas for donated commodities.
20. In addition to the above requirements, all foods purchased shall comply with the "Buy American" provision of Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 and regulations implementing the law's requirements as follows: To the maximum extent practicable, the FSMC shall purchase domestic commodities or products for use in meals served under the National School Lunch Program and the School Breakfast Program. A "domestic commodity or product" is one that is produced in the United States and is processed in the United States substantially using agricultural commodities that are produced in the United States. In this context, "substantially" means that over 51 percent of the final processed product consists of agricultural commodities grown domestically.
21. The FSMC shall not distribute "foods of minimal nutritional value" in competition with reimbursable meals pursuant to State and Federal laws and regulations.
22. The FSMC shall serve reimbursable meals that comply with the Dietary Guidelines for Americans and the nutrient standards established by USDA in Federal regulations for the National School Lunch Program and the School Breakfast Program and the SFA's Nutrition Guidelines.
23. The FSMC shall follow the SFA's local Wellness Policy that includes the areas of nutrition and nutrition education. A member of the FSMC's management team shall serve as the food service representative member of the local wellness committee.
24. The FSMC shall promote maximum participation in the Child Nutrition Programs using the plans described in the RFP, Exhibit O, Plans to Increase Program Participation.
25. The FSMC shall also promote nutrition/health education as required by State or Federal law.

D. Accounting, Recordkeeping and Reporting:

1. The FSMC's financial accounting shall be in accordance with DESE rules and regulations, applicable state laws, and Generally Accepted Accounting Principles (GAAP).
2. The FSMC shall maintain an information database from which the SFA will be provided weekly, monthly, quarterly, and annual reports in such detail as may be reasonably expected to manage the program. FSMC must separately identify and provide sufficient information to permit the SFA to identify for each cost submitted for payment to SFA the



amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account) 7CFR§210.21(f)(ii)(A).

3. The FSMC shall prepare State, Federal and SFA fiscal and management reports and other special reports as required by government regulations or SFA requirements.
4. The FSMC shall maintain such records as the SFA will need to support its claim for reimbursement under the National School Lunch Act and Child Nutrition Act including accurate records of student participation in the food service program and income records categorized by source, type and category of meal or food service. The FSMC must retain records to support the SFA's claim for reimbursement of the daily number of meal served, by type. 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. The FSMC must daily report these meal counts to the SFA. 7CFR Parts 3016.42; 3019.53 and §210.1616(c)(1)
5. The FSMC shall maintain such records (supported by invoices, receipts, or other evidence) that the SFA will need to meet periodic reporting responsibilities.
6. The FSMC shall have records available to substantiate the use of federally donated commodities in reimbursable meal pattern lunches and to demonstrate its compliance with the SFA's agreement with the DESE.
7. The FSMC shall provide necessary reports to the SFA within ten (10) days following the end of each month of operation. Participation records of reimbursable meals/milk shall be submitted no later than the fifth working day succeeding the month in which services were rendered.
8. Upon request, all records of the FSMC pertaining to the SFA's food service program shall be made available at the FSMC's offices during regular business hours to representatives of the SFA, DESE, USDA, the United States Comptroller General, or the United States Government Accountability Office.
9. The FSMC shall maintain separate and proper accounting and control for each auxiliary business it operates pursuant to this agreement.
10. All revenues from the operation of an auxiliary business/program, less all relevant cost and expenses, shall accrue to the SFA and be reported on the monthly profit and loss statement provided to the Assistant Superintendent for Finance and Business.
11. The FSMC shall not count meals/milk/snacks served to adults for reimbursement under the National School Lunch Program, and/or the School Breakfast Program, and/or Special Milk Program, and/or After School Care Snack Program.
12. The FSMC shall maintain records to support all allowable expenses appearing on the periodic operating statement. These records shall be kept in an orderly fashion according to expense categories as approved by the SFA. Further, copies of all invoices in support of periodic statements will be provided monthly by the FSMC to the SFA with the reports described above. A detailed expenditure report (in a format mutually agreed to by the parties) will be provided by the FSMC in addition to summary category reports on a

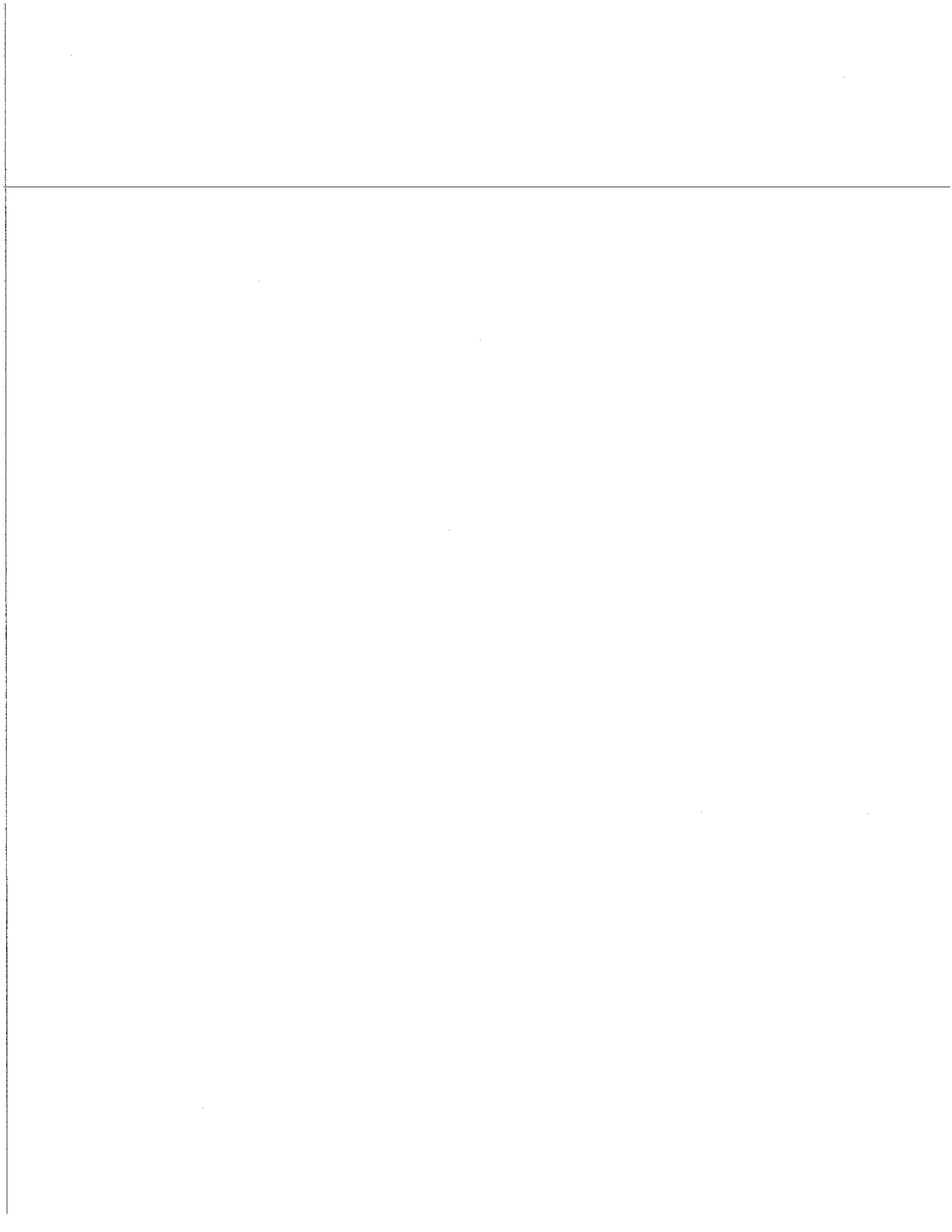
monthly basis. The FSMC must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the SFA, the Massachusetts Department of Elementary & Secondary Education (MDESE), or the U.S. Department of Agriculture 7CFR§210.21(v).

13. The FSMC shall provide the SFA with a year-end statement of income and expenses for the entire food service program including the auxiliary businesses described in the RFP on Pages 11-14, Exhibit A, SFA Profile.
14. Such records shall be available, for a period of five (5) years from the date of final payment under the contract, or for such other period which the U.S. Secretary of Agriculture or appropriate State officials may from time to time determine, for inspection and audit by representatives of DESE, USDA and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records shall be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit. Upon termination of any contract term or renewal, the FSMC shall turn over all records to the SFA's record repository.
15. The SFA reserves the right to review all bids, invoices, any other pertinent records of the FSMC at any time.
16. The FSMC shall fully disclose all discounts, rebates, allowances, and incentives received by the FSMC from its suppliers to SFA. If the FSMC receives a discount, rebate, allowance, or incentive from any supplier, the FSMC must disclose and return to the SFA the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the SFA. The FSMC will identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the SFA for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually 7CFR§210.21(iv). All discounts, rebates, allowances, and incentives must be returned to the SFA during a mutually agreed upon timeframe that is beneficial to the School District. Any fee (including a procurement fee) that is directly tied to the amount of discounts, rebates, and applicable credits to be returned to the SFA is an unallowable nonprofit school food service account cost and will not be paid. In the event that discounts, rebates and/or other applicable credits allocable to this Agreement are earned by the FSMC subsequent to the expiration and/or termination of this Agreement, the FSMC shall report such discounts, rebates and other applicable credits to the SFA by way of a supplemental report. To the extent that such discounts, rebates and/or other applicable credits were not previously credited to the SFA, the FSMC shall refund the amount of such discounts, rebates and/or other applicable credits to the SFA subject to any necessary supplemental reconciliation of the final operating statement provided by the FSMC to the SFA for the final year of the Agreement.
17. The FSMC shall coordinate the sale of all meals and the necessary collection procedures and ensure that all revenues are delivered to the SFA who shall deposit all revenues in the appropriate school food service account(s).
18. Charges to the SFA for goods and services should be reasonable and necessary for the operation of the non-profit school food service program.

19. If reimbursement from DESE is denied as a direct result of the FSMC's failure to comply with the provisions of this agreement, the FSMC shall reimburse the SFA for the amount to which it would otherwise have been entitled.

20. FSMC and SFA shall work together to ensure a financially sound Food Service Program. FSMC guarantees that the Food Service Program will operate profitably and at a Surplus of \$167,353 for the school year ending June 30, 2013, but before the cost of repairs or any other expense outside of FSMC's reasonable control (the "Guarantee"). If necessary, FSMC will reduce its Food Service Program Fee to achieve said Guarantee. The Guarantee is based on, and subject to, the following conditions and assumptions remaining in effect throughout the Term: (i) reimbursement rates for National School Lunch Program meals will not be less than the rates estimated in FSMC's proposal (for the Initial Term) or in effect for any prior school year (for any Renewal Term); (ii) the value of government donated commodities and/or cash in lieu thereof will not be less than the value of government donated commodities and/or cash in lieu thereof estimated in FSMC's proposal or received during the prior school year; (iii) the number of days meals are served during the school year will be not less than 138 days in the Elementary Schools, 173 days in the Middle Schools and 172 days in the High Schools; (iv) the number of serving periods, locations, serving times and types of service will not differ from as listed in the RFP; (v) the student enrollment for the term of the Agreement will be not less than 6,338 students in total in all of the schools; (vi) the level of wages, salaries and fringe benefits will not exceed those proposed and listed in the original proposal; (vii) The actual costs charged to the Food Service budget by the SFA shall not exceed the projected operating expenses as set forth in FSMC's proposal; (viii) service will not be interrupted as a result of fire, work stoppage, strike or school closing; (ix) Milk prices shall remain constant throughout the year; (x) There shall be no competitive sales prior to or during breakfast and lunch periods; (xi) selling prices of Menu Pattern Meals and A-La-Carte selections will be not less than those included in FSMC's proposal; (xii) SFA and its representatives including but not limited to, school principals, teachers and SFA employees shall fully cooperate with FSMC in the implementation of the Food Service Program; (xiii) There shall be no competitive food and beverage sales during the meal service times, and the SFA shall fully cooperate with FSMC to limit the expansion of competitive food sales in order to maximize the gross receipts and other non-cash sales of the Food Service Program; (xiv) Legislation, regulations and SFA's Wellness Policy or practice shall remain consistent with those at the time of the original proposal; and (xv) to the extent applicable, SFA shall approve FSMC's recommended changes relating to food service staff levels and/or staff schedules based on the operational needs of the Food Service Program. Nothing in this section shall be construed to affect the SFA's authority to alter any conditions or assumptions as is otherwise expressly permitted by the Agreement. In the event any of the foregoing conditions and/or assumptions are changed during the school year, FSMC's guarantee obligation shall be reduced by an amount equivalent to any increased cost or loss of revenue attributable to the changes in such conditions/assumptions.

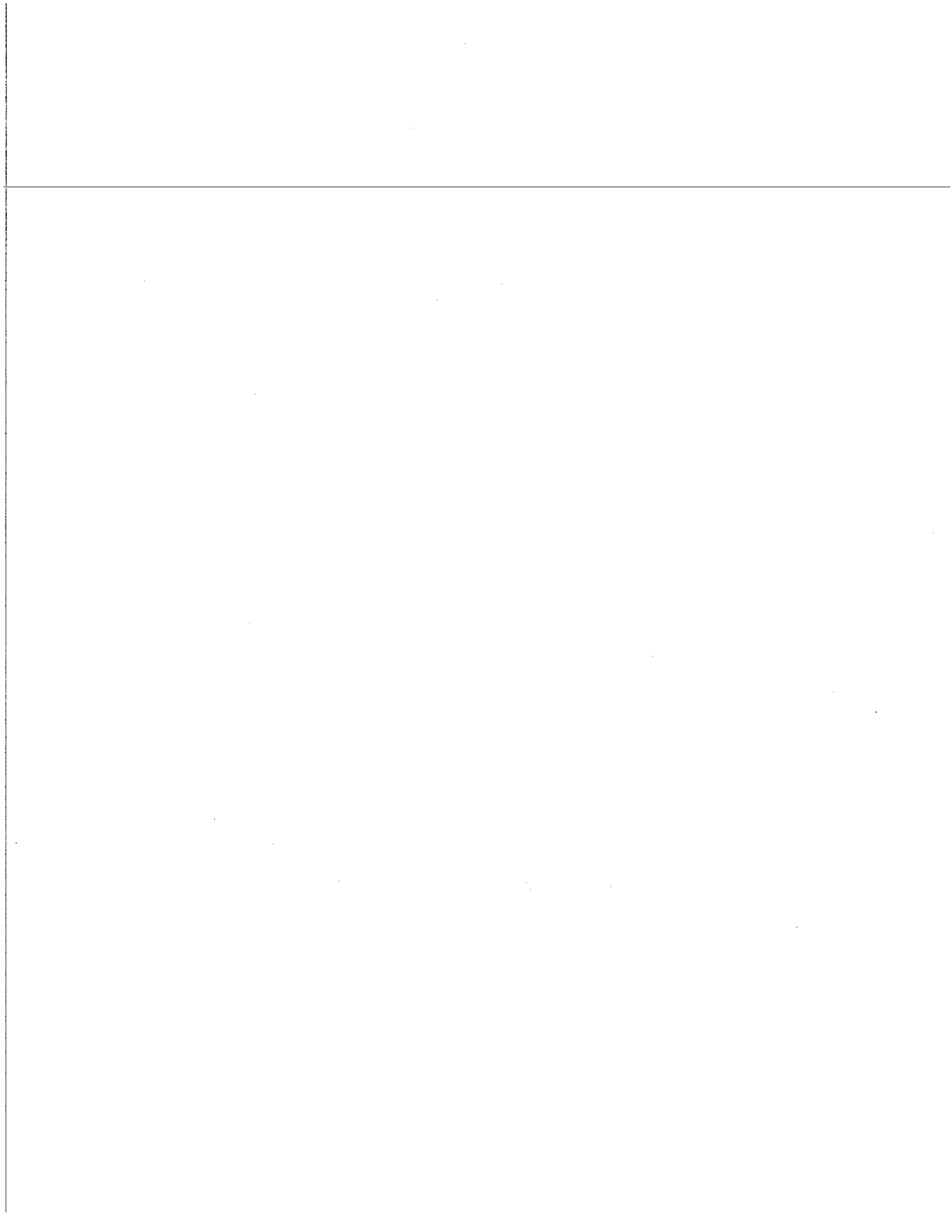
21. Subject to the preceding paragraph, the FSMC agrees, at a minimum, to break even for all costs delineated under its responsibilities. The FSMC will make every attempt to have a return provided to the Food Service Revolving Fund to support future equipment purchases and supplies under the responsibility of the SFA. Subject to the provisions of Section 20, in the event of the FSMC's failure to comply with the provisions of this agreement, the FSMC shall reimburse the SFA for the amount to which it would otherwise have been entitled.



22. The SFA shall be responsible for paying all applicable taxes and fees as specified in Exhibit G, Division of Costs for the Food Service Program. Except for sales taxes, the FSMC shall include said taxes and fees in the FSMC's invoices to the SFA for reimbursement by the SFA. These include, but are not limited to, excise tax, State and local income taxes, payroll and withholding taxes, unemployment taxes, and workers compensation payments for its employees. With regard to sales tax, the parties will determine by mutual agreement and in accordance with relevant law if any of the services rendered or items furnished hereunder are subject to sales tax. Even if SFA is tax exempt, SFA may be liable for the collection and remittance of sales tax to the applicable state department of revenue for some of the services or items. If any of the services or items are subject to sales tax, FSMC shall be responsible for the appropriate collection of sales tax and the reporting of such to the SFA. The SFA shall be responsible for remitting the sales tax to the appropriate state department of revenue. If the parties are unable to resolve any dispute or controversy regarding the taxability of any of the services or items, such dispute or controversy shall be settled by a relevant ruling by the applicable state department of revenue.

E. Personnel

1. The FSMC shall be an independent contractor and not an employee of the SFA. Employees of the FSMC shall not be considered to be employees of the SFA. Staffing patterns shall be mutually agreed upon and be limited to that which is necessary for efficient operation.
2. The FSMC will send all employees to the SFA Human Resources Office to complete a CORI/SORI form prior to starting employment with FSMC. All personnel employed by the FSMC will have an approved criminal reference check every three years.
3. The SFA may request in writing the removal of an employee of the FSMC who violates health requirements or conducts herself/himself in a manner which is detrimental to the physical, mental, or moral well-being of students or of the SFA's personnel. If such removal does not take place within one week of the receipt of the request, a meeting shall be held immediately to resolve the issue. In the event of the removal or suspension of any such employee, the FSMC shall restructure its staff without significant disruption in service.
4. The FSMC shall comply with all Federal and State laws regarding wages and hours of employment.
5. The FSMC shall maintain its own personnel policies and fringe benefits for its employees subject to review by the SFA. The FSMC shall provide the SFA with a list of its personnel policies.
6. The FSMC shall provide Worker's Compensation and unemployment insurance for its employees.
7. The FSMC shall instruct its employees to abide by the policies, rules and regulations with respect to use of SFA premises as established by the SFA and furnished in writing to the FSMC.



8. The FSMC shall cause all employees working in the food service program to comply with the SFA's policies dealing with drug-free workplace and the use of tobacco products.
9. All FSMC and SFA personnel assigned to each school shall be instructed on the use of all emergency valves, switches, and fire and safety devices in the food preparation, serving and dining areas.
10. The FSMC shall provide the SFA two full calendar weeks prior to the commencement of operation with a schedule of employees, positions, assigned locations, salaries and hours to be worked. The SFA shall approve the staffing plan prior to commencement of operations and prior to any changes made during the term of the contract.
11. FSMC shall inform the SFA prior to hiring Senior Management positions for the SFA's Food Service Program. Specifically, all persons to be hired as Food Service Directors, Assistant Directors and Supervisors must be presented for the SFA's evaluation and approval, such approval not to be unreasonably withheld or delayed. FSMC shall provide qualified management/professional employees to manage the Food Service Program and supervise all employees employed therein. During the term of this agreement and for one (1) year thereafter, SFA shall not solicit FSMC management or professional employees providing services under this Agreement to work in a similar food service capacity whether at the SFA food service Facility or elsewhere, nor will SFA permit the employment of said individuals by others in any operation providing food service throughout the SFA district. SFA further covenants and agrees not to hire, nor allow to be hired by others to perform work on behalf of SFA or on SFA premises, any FSMC management/professional employees providing services under this Agreement for a period of one (1) year following the employee's termination of employment with FSMC. If at any time during the term of this Agreement or upon the expiration or termination of this agreement, SFA nevertheless hires, or causes to be hired, a Whitsons management/professional employee in contravention of this paragraph, then SFA agrees to pay FSMC a fee of one time the annual salary of said employee as liquidated damages. Said fee shall be due and payable upon the commencement date of said employee's employment with SFA or SFA's affiliate, agent or contractor.

F. Facilities

1. The FSMC shall be entitled to use the SFA's facilities for the preparation and service of food at the sites listed in the RFP, Exhibit A, SFA Profile.
2. The FSMC shall comply with all of the SFA's building rules and regulations.
3. The FSMC shall provide specified types of service in the locations listed in the RFP, Exhibit A, SFA Profile.
4. Pursuant to 7 CFR § 210.16(a)(7), the FSMC will develop and follow the Hazard Analysis Critical Control Point (HACCP) plan which complies with the Massachusetts State Department of Education and Massachusetts Department of Public Health standards for the process approach to HACCP implementation. Each preparation kitchen and serving facility shall have a current HACCP Plan that complies with the requirements of the Massachusetts Department of Elementary and Secondary Education and the Massachusetts Department of Public Health. The plan shall include standard operating procedures,

process identification, control measures, regular monitoring, corrective actions, and record keeping.

5. The FSMC will be responsible for routine cleaning and housekeeping in the food preparation and service areas including food service equipment, and grease filters. The Lexington Department of Public Facilities will be responsible for routine cleaning and housekeeping in other areas including cafeterias, kitchen floors, hoods, compressors, plumbing connections, and electrical service.
6. The FSMC shall ensure that food service workers clean daily (or arrange for cleaning) the kitchen area, including but not limited to sinks, counters, grease traps, stoves, tables, chairs, silverware, and utensils.
7. The FSMC shall clean the kitchen area, including but not limited to freezers, refrigerators, stoves, sinks, counters, floors, tables, chairs, silverware and utensils, supplying its own mops and cleaning equipment, in compliance with all Lexington Board of Health requirements.
8. The FSMC shall ensure that food service workers place garbage and trash in appropriate bags and place in designated areas daily. The FSMC will provide its own trash bags.
9. The FSMC shall ensure that food service workers operate and maintain all equipment in a clean, safe, and healthy condition in accordance with standards acceptable to the SFA and comply with all applicable laws, ordinances, regulations and rules of federal, state, and local authorities. The FSMC shall arrange for periodic safety inspections of equipment. The FSMC will work cooperatively with Public Facilities personnel in conducting such maintenance.
10. Upon the termination of this Agreement, the FSMC shall surrender to the SFA all equipment and furnishings located in the food services facilities and/or listed on the certified inventory of all System owned property, whether it constitutes Capital or Expendable equipment. Such property and equipment, or its equal quality replacement, must be returned to the SFA in the same order and condition as when received by the FSMC, reasonable wear and tear, damage from fire not caused by the FSMC's negligence, and other hazards alone accepted.
11. The FSMC will provide the SFA with a planned equipment upgrade for budget purposes in the month of September preceding the start of the SFA's next fiscal year. The FSMC may not limit the SFA's selection of vendors for such equipment in any way.
12. No alterations, changes, or improvements shall be made to the areas granted to the FSMC by the FSMC or any of its affiliates or employees without prior written permission of the SFA.
13. The FSMC shall maintain the inventory of silverware, trays, chinaware, glassware, kitchen utensils, and other operating items necessary for the food service operation.
14. The FSMC shall use appropriate storage practices and maintain food and nonfood inventories.

6. Insurance policies, bid bonds and assurances must be issued by firms with at least a Best's Insurance Reports rating of A to A- (excellent).

I. Contribution and Indemnification

1. The FSMC shall indemnify and hold harmless the SFA or any employee, director, or agent of the SFA, from and against all claims, damages, losses, and expenses (including attorney fees incurred to defend litigation), decrees or judgments whatsoever arising from any and all injuries, including death or damages or destruction of property, resulting to any third person or persons, corporation, partnerships or associations caused by any negligent act or omission of the FSMC and its agents, servants or employees in performance of its obligations under the terms of this agreement. The foregoing notwithstanding, in no event shall FSMC be liable for any lost profits, or indirect, consequential, special or incidental damages arising out of the services hereunder.
2. The FSMC accepts liability caused by FSMC negligence for claims assessed as a result of Federal and State reviews and/or audits corresponding with the SFA's period of liability.
3. The FSMC accepts liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA donated foods.
4. To the extent permitted by law, the SFA party shall indemnify, defend, and hold harmless the FSMC, including, without limitation, its shareholders, directors, officers, agents, employees, and assigns, from any and all claims, losses, damages or expenses, including reasonable attorneys' fees, arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage or other injury or damage if caused by any negligent act or omission of the SFA, its employees or agents in the performance of its obligations hereunder.
5. Neither party shall be required to indemnify or hold harmless the other party from any liability or damages arising from the negligent acts of the other party.
6. The foregoing provisions concerning contribution and indemnification shall not apply to the FSMC's or SFA's liability under applicable worker's compensation laws. Nor shall the foregoing be deemed a waiver of any defenses to which the FSMC or the SFA may be entitled under applicable worker's compensation laws.

V. Rights and Responsibilities Applicable to Both Parties

- A. The SFA and FSMC shall follow mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act at 7 CFR § 3016.36(i)(13). The FSMC shall also comply with the Town of Lexington's Energy Policy, attached to the RFP as Exhibit S and the goals stated therein.
- B. The SFA and FSMC shall comply with the Fair Labor Standards Act, as amended, to include Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5) pursuant to 7CFR, Section 3016.36(i)(6).

- C. The SFA and FSMC shall comply with Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375, as supplemented in Department of Labor regulations at 41CFR Part 60 pursuant to 7CFR, Section 3016.36(i)(3).
- D. The SFA and FSMC shall not discriminate on the basis of disability, race, color, sex, national origin or age as defined by applicable governmental law, in the recruitment, selection, training, utilization, promotion, termination, or other employment related activities concerning food service personnel pursuant but not limited to Titles VI and VII of the Civil Rights Act of 1964 and any civil rights requirements applicable to the SFA. This fundamental rule of conduct will be clearly communicated to all employees, prospective employees and the community at large. In addition, each part affirms that it is an equal opportunity and affirmative action employer.
- E. The SFA and FSMC shall not take part in, promote, or consent to any activity that would constitute a violation of Mass. General Laws, Ch. 268A.
- F. All procurement for goods and services related to this agreement shall conform to Federal procurement standards which provide for maximum open and free competition (7 CFR Part 3016 for public schools). The FSMC shall maintain documentation of compliance with these standards at its offices on the SFA's property.
- G. The SFA and FSMC shall not employ any persons to perform services in the food service program who do not meet health requirements under the Massachusetts 1999 Food Code, 105 CMR 590.000. Food employees shall conform to employee health and hygiene requirements in 105 CMR 590.000.
- H. Pursuant to 7 CFR § 3016.36(i)(12), The FSMC and SFA shall comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. §1857(h)), section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency ("EPA") Regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violation Facilities. Violations shall be reported to the U.S. Department of Agriculture and to the USEPA Assistant Administrator for Enforcement (EN-329). The FSMC shall assume complete responsibility for any violation of said standards, orders or requirements.
- I. Each party shall comply with the laws, ordinances, rules and regulations of all applicable Federal, State, county and city governments, bureaus and departments concerning the sanitation, safety and health of the food service operations, and the implementing regulations of the USDA issued thereunder and any additions or amendments thereto.
- J. Investment. The FSMC recommends certain improvements to the SFA's Facility to facilitate the performance of services (the "Investment") in an amount of \$86,698 in the initial term. The FSMC will recommend improvements to facilitate the performance of service in future terms to the SFA for funding consideration. The scope and specifications for the initial term shall be set forth in Exhibit A attached hereto. The SFA shall hold title to real estate fixtures, equipment, and other items funded by the Investment. All initial term investment purchases and proposed future term investments will be made directly by the SFA requiring no reimbursement to the FSMC.

VI. Signatures

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date and year first written above.

SFA: Lexington Public Schools

Authorized Signature

Mary Ellen Dunn, Assistant Superintendent for Finance and Business

Name, Title (printed)

Date

FSMC: Whitsons New England, Inc.

Authorized Signature

Paul Whitcomb, Executive Vice President

Name, Title (printed)

Date

May 3, 2012

Ms. Mary Ellen Dunn
 Assistant Superintendent for Finance and Business
 Lexington Public Schools
 146 Maple Street
 Lexington, MA 02420

**Re: Price Proposal for Management of the School Food Service
 Program- Lexington Public Schools May 3, 2012 @ 1:00 PM**

Dear Ms. Dunn:

We developed our Price Proposal based on the information contained in the Request for Proposal, the information provided by the District, our observations and experience managing food service programs similar to the Lexington Public Schools.

Financial Assumptions

We made the following assumptions in our Price Proposal:

	Selling Prices	HS	MS	ES
<i>Corporate Dining</i>	Breakfast Reduced	\$0.30	\$0.30	\$0.30
<i>School Nutrition</i>	Breakfast Full Price	\$2.00	\$2.00	\$2.00
<i>Culinary Development</i>	Lunch Reduced	\$0.40	\$0.40	\$0.40
<i>Delivered Meals</i>	Lunch Full Price	\$3.25	\$3.25	\$3.25
<i>Residential Dining</i>	Serving Days	HS	MS	ES
<i>Vending Services</i>		172	173	138
<i>Emergency Services</i>	Enrollment	HS	MS	ES
<i>Gourmet Catering</i>	(Per Exhibit D)	1,957	1,590	2,791

Other Assumptions

- Our proposal is based on the current selling prices outlined in the RFP including a premium meal offering of \$4.50 at the high school.
- We included the \$.06 federal reimbursement increase published by the USDA.
- Whitsons' labor schedule and wage rates contained in the Price Proposal.



- Whitsons' standard health insurance and benefits program.
- Our on site management team includes, a full time Food Service Director, Assistant Food Service Director and Chef.
- We've lowered our ala carte sales expectations based on the new Massachusetts Competitive Food Regulations.
- We've included the cost of a 100% Performance Bond.

** The requirement of a 100% performance bond is somewhat excessive. We've included the cost in our proposal but feel a 25% performance bond is more in line with industry standards. A 25% performance bond would save the District almost \$19,000.*

Financial Proposal

We propose to manage the school dining program at the Lexington Public Schools for a combined administrative and management fee of \$12,500.00 per month for 10 months for the 2012/2013 school year. Our fees are all inclusive ***we do not charge any "other administrative", "procurement fees" or "consulting fees"*** like some companies. All management and consulting services needed for a successful dining program are included. Our administrative and management fees adjust annually based on the Northeast Urban CPI.

Rebates / Manufacturers Incentives

As a regular business practice, Whitsons negotiates the best net pricing with our suppliers without rebates, volume discounts or any other unallowable costs. The costs submitted for payment to the District will identify all allowable and any unallowable costs and will be in full compliance with the USDA's Final Rule for Allowable Costs. As always, if any rebates become available during the school year Whitsons will pass those along to the District.

Investment Plan

Whitsons will invest approximately \$87,000 in the first year of our contract for serving equipment, improvements and marketing materials on behalf of the Lexington Public Schools (please see the attached Investment Schedule). We developed this budget with your objectives in mind. We feel the additional equipment will better serve your students and staff, speed service lines and improve the variety of nutritious meals offered.

Our final investment budget is subject to your input and approval. The actual cost of our investment will be amortized over five years. For budget purposes we used \$17,340 as the annual depreciation figure for our initial investment of \$86,698. Only the agreed upon actual investment amount will be depreciated against the program.

Proposal Guarantee

The District and Whitsons shall work together to ensure a financially sound food service operation. We guarantee a \$167,353 surplus for the FY13 school year. We are very confident in our ability to meet this guarantee based on our experience in comparable school districts, the details of which we are happy to share with you. As a result, we will put our management fee at risk to make up any shortfall to the guarantee.

Our guarantee is subject to the information contained in the RFP, assumptions made in our proposal and mutually agreeable business terms in the final contract approved by the State.

Other conditions that would affect the guarantee include: *significant reduction in enrollment; changes in legislation, regulations or a decline in reimbursement rates; changes in the District's wellness policy or practices; inadequate commodities available; significant changes in serving times or number of serving days; reduction in selling prices; increase in serving sizes; interruption as a result of fire, work stoppage, school closing or other unanticipated events; allowing competitive sales that compete with the National School Lunch Program; increase in milk prices.*

Value Added / Financial Partnership

We would like to create a partnership between the Lexington Public Schools and Whitsons School Nutrition; a relationship that gives you the maximum control over all aspects of our services for the best value.

Superintendent's Welcome Breakfast

As part of our partnership with the administration and our introduction to the school community, Whitsons will sponsor the Superintendent's Welcome Breakfast for teachers and staff each year of the contract. This will also be an opportunity to showcase the catering capabilities of Whitsons School Nutrition.

Scholarship

Whitsons will provide \$7,500 in scholarship funds payable in the amount of \$1,500 per year to a deserving student or students headed for college in the culinary arts or related field. The criteria for award and selection process will be at the discretion of the District Administration and the School Committee.

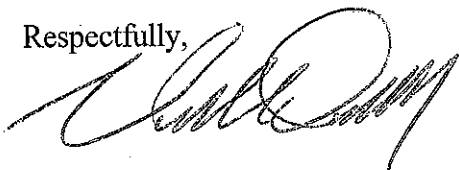
Conclusion

The Lexington Public Schools has a unique opportunity of choosing a dining service partner that shares your vision for your school nutrition program. Our approach to school dining and nutrition has been well received in other communities like Lexington.

As you speak to our clients you will find they have experienced other vendors and made the change to Whitsons. We hope that you will give us the opportunity to take your dining program to a new level as we are committed to making your dining program one of our premier locations in Massachusetts.

We look forward to discussing our plan with you and the prospect of serving your community.

Respectfully,

A handwritten signature in black ink, appearing to read 'Vincent Orsillo', written in a cursive style.

Vincent "Ozzie" Orsillo
Regional Vice President

Exhibit M - Annual Budget Projection / Plan**Annual Budget Projection / Plan****Assumes All Workers Are Employees of the FSMC***Note: This schedule should be completed for the District in total.*

	Shall be Based on Meals Served in 2010-2011 School Year	Proposed Program Improvement
<u>INCOME</u>		
Cash	\$ 1,744,972 ¹	\$ 1,719,306
Reimbursements	\$ 256,694 ²	\$ 296,295
TOTAL	\$ 2,001,666	\$ 2,015,601
<u>EXPENSES</u>		
Food	*	\$ 602,609
Less: Rebates/Incentives	*	see price proposal
Labor	*	\$ 951,631
Management Fees	*	\$ 125,000
Administrative Fees	*	\$ -
Other Expenses	*	\$ 169,009
TOTAL	\$ 1,962,986¹	\$ 1,848,248
PROFIT (LOSS)	\$ 38,680	\$ 167,353

Footnotes:*1 Information provided on page 19 of the RFP-Cash Flow Report**2 Calculated based meals provided on page 16 & 17 of the RFP*** Information not provided*

ANNUAL INCOME SUMMARY*Note: This schedule should be completed for the District in total.*

<u>CASH INCOME</u>	Shall be Based on	
	Meals Served in 2010-2011 School Year	Proposed Program Improvement
Paid Meals	*	\$ 1,240,715
Reduced Meals	*	\$ 4,288
A La Carte	*	\$ 368,391
Adult Meals	*	\$ 27,911
Other	*	\$ 78,000
TOTAL	*	\$ 1,719,306
 <u>REIMBURSEMENTS</u>		
Paid Meals	\$ 109,379 ²	\$ 140,065
Reduced Meals	\$ 22,301 ²	\$ 25,188
Free Meals	\$ 125,013 ²	\$ 131,043
TOTAL	\$ 256,694 ²	\$ 296,295
TOTAL ALL INCOME		\$ 2,015,601

MEAL COUNTS

Paid Meals	350,492	381,150
Reduced Meals	9,988	11,268
Free Meals	50,223	51,603
Equivalent Meals	*	155,382

OTHER EXPENSES

Note: This schedule should be completed for the District in total and include district supplied expenses as listed in the RFP.

	Shall be Based on Meals Served in 2010-2011 School Year	Proposed Program Improvement
Cafeteria Supplies	*	\$ 60,468
Liability Insurance	*	\$ 10,078
Cell phones (Provided by the District)	*	\$ 2,800
Promotions	*	\$ 2,500
Office Supplies	*	\$ 2,500
Uniforms / Laundry	*	\$ 8,262
Repairs	*	\$ -
Replacements	*	\$ 5,000
Commodity Delivery	*	\$ 3,500
Licenses & Permits	*	\$ 1,000
Auto Allowance / Mileage	*	\$ 1,998
Vehicle Operation	*	\$ 4,235
Vehicle Rental	*	\$ 8,400
Performance Bond	*	\$ 25,195
Depreciation	*	\$ 17,340
Printing	*	\$ 750
Postage	*	\$ 750
Software Licensing Fees	*	\$ 7,582
Background Checks	*	\$ 1,551
Recruitment	*	\$ 1,000
Misc.	*	\$ 1,500
Start Up Expense	*	\$ 2,600
Total Miscellaneous Expenses	*	\$ 169,009

LABOR COST SUMMARY**Assumes All Workers Are Employees of the FSMC**

Note: This schedule must be completed and submitted with the bid. Do not consolidate or combine any of the lines below. List each item on a separate line as indicated.

SALARIES	Shall be Based on Meals Served in 2010-2011 School Year	Proposed Program Improvement
Food Service Director	*	\$ 79,200
Administrative Support - Bookkeeper	*	\$ 24,720
Hourly Wages	*	\$ 492,581
Assistant Food Service Director	*	\$ 43,560
Chef	*	\$ 49,500
Total	*	\$ 689,561
OTHER PAYROLL COSTS		
FICA	*	\$ 52,751
Workers Compensation	*	\$ 31,168
Federal Unemployment	*	\$ 552
State Unemployment	*	\$ 67,163
Health Insurance	*	\$ 106,298
Life Insurance	*	\$ -
Retirement/Pension Plan	*	\$ 3,448
Longevity	*	\$ -
Other :	*	
Other :	*	\$ 690
Total	*	\$ 262,070

FSMC Exhibits

(Required for submission in the order they appear)

Exhibit A – Food Service Management FSMC (FSMC) Affidavits

U.S. DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS


This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

<u>Whitsons New England, Inc.</u>	<u>Management of the School</u>
Organization Name	PR/Award Number or Project Name

<u>Vincent "Ozzie" Orsillo</u>	<u>Regional Vice President</u>
Name(s) and Title(s) of Authorized Representative(s)	

	<u>June 12, 2012</u>
Signature(s)	Date

Certificate of Independent Price Determination

Both the SPONSOR and CONTRACTOR (i.e. the "offeror") shall execute this Certificate of Independent Price Determination.

A. By submission of their offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this offer have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
3. No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit an offer for the purpose of restricting competition.

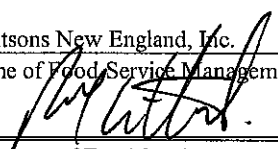
B. Each person signing this offer on behalf of the Food Service Management Company certifies that:

1. He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to A.1. through A.3. above; or
2. He or she is not the person in the offeror's organization responsible with the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to A.1. through A.3. above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to A.1. through A.3. above.

To the best of my knowledge, this food service management company, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described on the attached sheet (if applicable):

Whitsons New England, Inc.

Name of Food Service Management Company



Paul Whitcomb

Signature of Food Service Management Company's Authorized Representative

Executive Vice President

Title

4-27-12

Date

In accepting this offer, the sponsor certifies that no representative of the sponsor has taken any action which may have jeopardized the independence of the offer referred to above.

Lexington Public Schools, MA

Name of Sponsor

Signature of Sponsor's Authorized Representative

Title

Date



F. Certificate of Authority

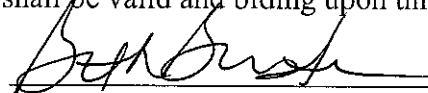
At a duly authorized meeting of the Board of Directors of Whitsons New England Inc.
(name of corporation)

held on* April 13, 2012 at which all the Directors were present or waived notice, it
(date)

was voted that Paul Whitcomb Executive Vice President of this
(name) (office)

corporation, be it he or she, hereby is authorized to execute bid documents, contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any bid document or contract or obligation in this corporation's name on its behalf under seal of the corporation, shall be valid and binding upon this corporation.

ATTEST:



Beth Bunster (clerk or secretary)

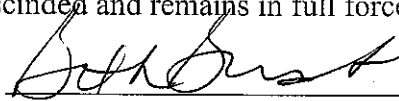
Place of Business: 1800 Motor Parkway, Islandia, NY 11749

I certify that I am the clerk/secretary of the Whitsons New England, Inc.
(name of Corporation)

and that Paul Whitcomb is the duly elected Executive Vice President
(name) (office)

and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

ATTEST:



(clerk or secretary) Beth Bunster

Date:** 4-27-12

- * This date must be on or before the date of the Contract
- ** This date must be on or before the date of the Contract



CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Whitsons New England, Inc.

Organization Name

Paul Whitcomb, Executive Vice President

Printed First Name, Last Name, and Title of Authorized Representative

Signature

4-27-12

Date:



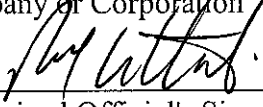
NON-COLLUSION AFFIDAVIT

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

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

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

Whitsons New England, Inc.
Company or Corporation


Authorized Official's Signature – Paul Whitcomb, EVP


Dated: 4-27-12



TAX COMPLIANCE CERTIFICATION

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

Paul Whitcomb, Executive Vice President
Signature of person submitting proposal

Whitsons New England, Inc.
Company or Corporation

Authorized Official's Signature

Dated: 4-27-12



The FSMC's management fee proposal is based upon the fee structure specified by the SFA in Exhibit P of its RFP, the management fee estimates provided by the FSMC in Exhibit P, and the Agreement for Management of a School Food Service Program in Exhibit R. This proposal is subject to negotiation throughout the procurement process and to all the attached definitions, terms, conditions, and specifications contained in the RFP and all of its exhibits, as agreed upon by the parties. The FSMC hereby agrees to enter into an appropriate SFA/FSMC agreement subsequent to the award of the contract.

Whitsons New England, Inc.

Name of Food Service Management Company

Paul Whitcomb

Name of Company Representative

Executive Vice President

Title



4-26-12

Signature

Date

1800 Motor Parkway

Address

Islandia

NY

11749

City

State

Zip

631-750-1414

Area Code / Phone Number



3. Filippin

Number: 200804834850

Date: 01/07/2008 3:17 PM No. 4257

P. 2

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

Foreign Corporation

2025 RELEASE UNDER E.O. 14176

Certificate of Registration

(General Laws, Chapter 156D, Section 15.03; 950 CMR 113.48)

- (1) Exact name of the corporation, including any words or abbreviations indicating incorporation:

Whitsons New England, Inc.

- (2) Name under which the corporation will transact business in the commonwealth that satisfies the requirements of G.L. Chapter 156D, Section 15.06:

If applicable, please attach:

- an agreement to refrain from use of the unavailable name in the commonwealth; and
- a copy of the doing business certificate filed in the city or town where it maintains its registered office; and
- a copy of the resolution of the corporation's board of directors, certified by its secretary, the name under which the corporation will transact business in the commonwealth pursuant to 950 CMR 112.50(4).

- (3) Jurisdiction of Incorporation: New York

Date of Incorporation: 1/4/2008
(month, day, year)

Duration if not perpetual: Perpetual

- (4) Street address of principal office: 1800 Motor Parkway, Islandia, NY 11749-5216
(number, street, city or town, state, zip code)

- (5) Street address of registered office in the commonwealth: 18 Tremont Street, Suite 146, Boston, MA 02108
(number, street, city or town, state, zip code)

Name of registered agent in the commonwealth at the above address: Incorporating Services, Ltd.

- Incorporating Services, Ltd.

I, _____, registered agent of the above corporation consent to my appointment as registered agent pursuant to G. L. Chapter 186D, Section 9.02.

* Of such registered agents consent hereto.

(6) Fiscal year end: June 30
(month, day)

(7) Brief description of the corporation's activities to be conducted in the commonwealth:

Provider of food services and food service operations.

(8) Names and business addresses of its current officers and directors:

NAME

BUSINESS ADDRESS

President: See Attached List

Vice-president:

Treasurer:

Secretary:

Assistant secretary:

Director(s):

Attach certificate of legal existence or a certificate of good standing issued by an officer or agency properly authorized in the jurisdiction of organization. If the certificate is in a foreign language, a translation thereof under oath of the translator shall be attached.

This certificate is effective at the time and on the date approved by the Division, unless a later effective date not more than 90 days from the date of filing is specified: _____

Signed by: _____

Douglas Whitcomb

(signature of authorized individual)

Douglas Whitcomb

- ☐ Chairman of the board of directors,
☒ President,
☐ Other officer,
☐ Court-appointed fiduciary,

on this 4th day of January, 2008

Whitsons New England, Inc. - Board of Directors

Robert Whitcomb, 16 Blueberry Ridge Road, Old Field, NY 11733

Douglas Whitcomb, 50 South Harbor Rd, Asharoken, NY 11768

John Whitcomb, 34 Little Harbor Road, Mt. Sinai, NY 11766

Michael Whitcomb, 5 Dumplin Hill Lane, Huntington, NY 11743

Beth Bunster, 21 Woodlot Road, St. James, NY 11780

William Whitcomb, Sr., 160 Cuba Hill Rd, Huntington, NY 11743

Andrew Whitcomb, 40 Kirkland Drive, Greenlawn, NY 11740

Paul Whitcomb, 15 Bradshaw Lane, Fort Salonga, NY 11768

Whitsons New England, Inc. - Principal Officers

Robert Whitcomb - Chief Executive Officer, 16 Blueberry Ridge Rd., Old Field, NY 11733

Douglas Whitcomb - President - 50 South Harbor Road, Asharoken, NY 11768

Beth Bunster - Chief Financial Officer and Secretary/Treasurer - 21 Woodlot Road, St. James, NY
11780

John Whitcomb - Executive Vice-President of Operations - 34 Little Harbor Rd., Mt. Sinai, NY
11766

(Addresses same as above)

**State of New York
Department of State } ss:**

I hereby certify, that the Certificate of Incorporation of WHITSONS NEW ENGLAND, INC. was filed on 01/04/2008, with perpetual duration, and that a diligent examination has been made of the Corporate index for documents filed with this Department for a certificate, order, or record of a dissolution, and upon such examination, no such certificate, order or record has been found, and that so far as indicated by the records of this Department, such corporation is an existing corporation.



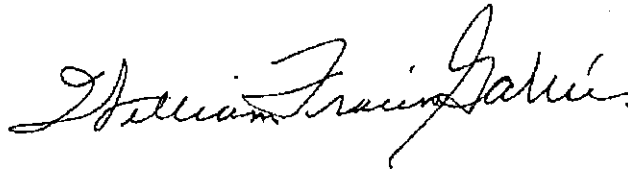
*Witness my hand and the official seal
of the Department of State at the City
of Albany, this 04th day of January
two thousand and eight.*

Daniel Shapiro
Special Deputy Secretary of State

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

deemed to have been filed with me on:
January 07, 2008 3:17 PM

A handwritten signature in cursive script, reading "William Francis Galvin".


WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance <div style="text-align: right; font-size: 1.5em;">N/A</div>	2. Status of Federal Action <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award <div style="text-align: right; font-size: 1.5em;">N/A</div>	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material changes For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Sub-Awardee Tier _____, if known Congressional District, if known _____		5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known _____
6. Federal Department/Agency: 	7. Federal Program Name/Description CFDA Number, if applicable _____	
8. Federal Action Number, if known 	9. Award Amount, if known 	
10. a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a) (last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
NO LOBBYING ACTIVITIES Signature:  Print Name: <u>BETH BUNSTER</u> Title: <u>CFD, WHITSONS NEW ENGLAND, INC.</u> Telephone No.: <u>631-750-1433</u> Date: <u>9/24/12</u>		Authorized for Local Reproduction Standard Form - LLL (Rev. 7/97)

Federal Use Only

Electronic Form Version Designed in Adobe 7.1 Version

Surety Bond

Bond No. LPM9031769

KNOW ALL MEN BY THESE PRESENTS, That we WHITSONS NEW ENGLAND, INC., 1800 MOTOR PARKWAY, ISLANDIA, NY 11749
as Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND of 165 BROADWAY, 31ST FLOOR, NEW YORK, NY 10006
authorized to do business in the State of MASSACHUSETTS, as Surety, are held and firmly bound unto the
LEXINGTON PUBLIC SCHOOLS as Oblige, in the maximum penal sum of
TWO MILLION FIFTEEN THOUSAND SIX HUNDRED ONE AND 00/100 DOLLARS Dollars and NO/100 (\$ 2,015,601.00),
lawful money of the United States of America, for which payment well and truly to be made we bind ourselves, our heirs, executors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written agreement dated _____, with the Oblige to perform services in accordance with the terms
and conditions of the MANAGEMENT OF SCHOOL FOOD SERVICE PROGRAM-LEXINGTON PUBLIC SCHOOLS
(hereinafter referred to as the Contract), said Contract is hereby referred to and made a part hereof;

NOW, THEREFORE, the condition of this obligation is such that if the above named Principal, its successors and assigns, shall well and truly
perform its obligations as set forth in the above mentioned Contract, then this Bond shall be void; otherwise to remain in full force and effect.

Notwithstanding anything to the contrary in the Contract, the Bond is subject to the following express conditions:

1. Whereas, the Oblige has agreed to accept a renewable bond, this Bond shall be effective for the period of 7/1/2012 to 6/30/2013,
and may be extended for additional one (1) year periods from the expiration date hereof, or any future expiration date, unless the
Surety provides to the Oblige not less than thirty (30) days advance written notice of its intent not to renew this Bond.
2. Neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event the Surety exercises
its right to not renew this Bond, shall itself constitute a loss to the Oblige recoverable under this bond or any extension thereof.
3. This bond shall have final and definite expiration date of 6/30/2013.
4. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless
same be brought or instituted upon the Surety within one year from termination or expiration of the bond term.
5. Regardless of the number of years this Bond is in force, the liability of the Surety shall not be cumulative and shall in no event exceed the
amount set forth above, or as amended by rider.
6. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing and addressed to the parties at the
addresses specified below. Any demand or request for payment must be made prior to the effective date of nonrenewal.

If to Surety: FIDELITY AND DEPOSIT COMPANY OF MARYLAND
165 BROADWAY, 31ST FLOOR
NEW YORK, NY 10006

7. This Bond shall be void unless signed and acknowledged by the Oblige below.

SIGNED, SEALED AND DATED this 13TH day of JULY, 2012.

WHITSONS NEW ENGLAND, INC.

Principal

By: Paul Whitcomb, Executive VP

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Susan Lupski

SUSAN LUPSKI

, Attorney-in-Fact

Signed and acknowledged as to the Oblige, this 20 day of Sept, 2012.

By: [Signature]

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 13TH day of JULY, 20 12.



Geoffrey Delisio

Geoffrey Delisio, Vice President

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLEN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Robert T. PEARSON, Rita SAGISTANO, Gerard S. MACHOLZ, Susan LUPSKI, Camille MAITLAND, Thomas BEAN, Colette R. CHISHOLM and George O. BREWSTER**, all of Garden City, New York, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 5th day of June, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By. _____

Eric D. Barnes

*Assistant Secretary
Eric D. Barnes*

Thomas O. McClellen

*Vice President
Thomas O. McClellen*

State of Maryland
City of Baltimore

On this 5th day of June, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLEN, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

*Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015*



ACKNOWLEDGEMENT OF PRINCIPAL – IF A CORPORATION

STATE OF New York } SS
COUNTY OF Suffolk }

On this 17th day of July, 2012 before me personally appeared Paul Whitcomb, E.V.P. to be known, who, being by me duly sworn, did depose and say, that he/she resides at Suffolk County, Whitson, New England Insurance corporation described in and which executed the within insurance instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

JACQUELINE RAMOS GONZALEZ
Notary Public, State of New York
No. 01RA6184543
Qualified in Suffolk County
Commission Expires 6/26/16

Ramos-Gonzalez

ACKNOWLEDGEMENT FOR PRINCIPAL, IF LIMITED LIABILITY COMPANY

STATE OF } SS
COUNTY OF

On this day of before me personally appeared to me known and known to me to be the of a Limited Liability Company, described in and who executed the foregoing insurance instrument and acknowledged to me that he/she executed the foregoing insurance instrument and acknowledged to me that he/she executed the same as and for the act and deed of said Limited Liability Company.

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF NEW YORK } SS
COUNTY OF NASSAU }

On this JULY 13, 2012, before me personally came SUSAN LUPSKI to me known, who, being by me duly sworn, did depose and say; that he/she resides in NASSAU COUNTY, State of New York at he/she is the Attorney-In-Fact of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to FIDELITY AND DEPOSIT COMPANY OF MARYLAND (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such certificate has not been revoked.

GRACE ACKERSON
Notary Public, State of New York
Nassau County
Lic. #01AC6111590
Term Expires June 14, 2016

[Signature]
Notary Public

NY acknowledgment

TO: DIRECTOR, FEDERAL BUREAU OF INVESTIGATION
FROM: SAC, NEW YORK (100-100000)
SUBJECT: [REDACTED]
RE: [REDACTED]

TO: DIRECTOR, FEDERAL BUREAU OF INVESTIGATION
FROM: SAC, NEW YORK (100-100000)
SUBJECT: [REDACTED]
RE: [REDACTED]

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

Statement of Financial Condition

As Of December 31, 2011

ASSETS

Bonds	\$ 167,477,539
Stocks	23,576,974
Cash and Short Term Investments	235,580
Reinsurance Recoverable	12,886,175
Other Accounts Receivable	39,980,988
TOTAL ADMITTED ASSETS	\$ 244,157,256

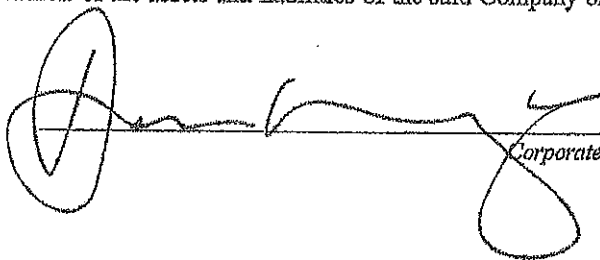
LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses	\$ 127,987
Ceded Reinsurance Premiums Payable	48,215,682
Securities Lending Collateral Liability	1,022,500
TOTAL LIABILITIES	\$ 49,366,169
Capital Stock, Paid Up	\$ 5,000,000
Surplus	189,791,087
Surplus as regards Policyholders	194,791,087
TOTAL	\$ 244,157,256

Securities carried at \$59,049,993 in the above statement are deposited as required by law.

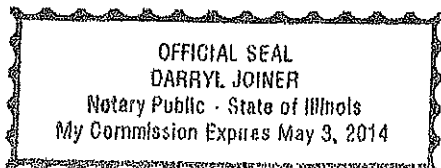
Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of December 31, 2011 market quotations for all bonds and stocks owned, the Company's total admitted assets would be \$253,778,028 and surplus as regards policyholders \$204,411,859.

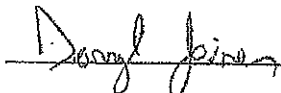
I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2011.

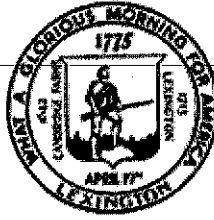

Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2012.




Notary Public



**Request for Proposal
for
Management of
School Food Service Program**

Lexington Public Schools, MA

March 8, 2012

(Date Issued)

**Responses are due no later than 1:00 PM,
Thursday, ~~April 26, 2012~~ May 3, 2012 (Amendment Three)**

{page intentionally left blank}

**Request for Proposal
for
Management of a School Food Service Program**

The Lexington Public Schools, MA invites written proposals from qualified companies for management of the school system's food service operation, which includes the programs, checked below:

- ✓ School Breakfast Program
- ✓ National School Lunch Program
- ✓ Special Milk Program
- ✓ Fresh Fruit and Vegetable Program
- ✓ Catering services
- ✓ Concessions
- ✓ A la carte items/meals
- ✓ Other: Community outreach with town senior center

The successful company shall be required to enter into a contract that incorporates this Request for Proposal (RFP), including all of its exhibits, and the FSMC's Proposal, as may be modified by agreement of the parties. Significant general contract terms and conditions will include, but are not limited to those included in the "Agreement for Management of a School Food Service Program" included with this RFP (the "Agreement").

{page intentionally left blank}

Table of Contents

<i>Background of Requestor</i>	1
<i>Purpose of Request</i>	2
<i>Time Schedule</i>	2
<i>Instructions</i>	2
Proposal Requirements:	2
Selection Criteria	4
<i>Comparative Evaluation Criteria</i>	6
Proposer/Company Background Length of Experience:.....	6
Nutrition Education/Awareness Programs Offered by the FSMC:.....	6
Qualifications and Experience of the Food Service Director:	6
Staff Development / Safety Training Programs	7
Student Participation Rate.....	7
<i>Performance Security</i>	7
<i>Form of Contract</i>	8
<u>Lexington Public Schools, MA Exhibits</u>	10
Exhibit A - SFA Profile	11
Exhibit B – Menu Planning	14
Exhibit C - Purchasing Specifications	14
Exhibit D - Participation for Prior School Years	15
Exhibit E - Price Schedule	18
Exhibit F – Financial Operating Statements for Prior Three Years	19
Exhibit G – Division of Costs for the Food Service Program	21
Exhibit H - Division of Responsibilities for the Food Service Program	24
Exhibit I - SFA Policies and Forms Impacting the Food Service Program	25
Exhibit J - Food Service Management Company (FSMC) Monitoring Form	27
Exhibit K – FSMC Profile	30
<u>FSMC Exhibits</u>	31
Exhibit K, Part 1 & 2 – FSMC Profile Information	32
Exhibit K, Part 3, A – Client List	33
Exhibit K, Part 3, B – Narrative Summary	34
Exhibit K, Part 3, C – Reference List	35
Exhibit K, Part 4, A – Team Member Roster Form	36

Exhibit K, Part 4, C – Company Organization Information	37
Exhibit L- Personnel and Staffing Plans.....	38
Exhibit M – Annual Budget Projection/Plan.....	39
Exhibit N – Miscellaneous FSMC Proposals	43
Exhibit O - Plans to Increase Program Participation.....	44
Exhibit P– Food Service Management Company (FSMC) Fee Proposal	45
Exhibit Q – Terms.....	47
Exhibit R – Agreement for Management of a School Food Service Program.....	52
<u>Exhibit S – Town of Lexington’s Energy Policy.....</u>	53

Request for Proposal for Management of School Food Service Program Background of Requestor

Lexington Public Schools, MA (hereinafter referred to as the School Food Authority or SFA) administers the U.S. Department of Agriculture's Child Nutrition Programs for the Town of Lexington, MA. The company issuing the proposal, under these specifications, will be hereinafter referred to as the Food Service Management Company (FSMC). The contract will be between the FSMC and the SFA. Information about the SFA's organization is provided in Exhibit A - SFA Profile.

The Nutrition Services Section of the Massachusetts Department of Elementary and Secondary Education (DESE)¹ administers Child Nutrition Programs at the State level. Federal regulations require the aforementioned contract to be approved by DESE prior to implementation.

The SFA notifies proposers that Lexington Public Schools enjoys aggressive nutrition guidelines that are strict and enforced. These guidelines have been developed over the last decade by a committee consisting of pediatricians, registered dietitians, parents of students with food sensitivities and allergies, food service director, and PE/Health/Wellness Faculty of the School District.² An example of our program is the continued and reliable sale of vegetarian meals served at all levels. The meal prices in this proposal reflect high nutrition standards and the community's commitment to serving quality food.

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

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

In addition, the district will be taking on and updating school safety plans that will include food safety. It is expected that the FSMC will be an active participant in the generation of school safety plans as it relates to the food service operation and our kitchens.

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

¹ <http://www.doe.mass.edu/cnp/>

² http://lps.lexingtonma.org/cms/lib2/MA01001631/Centricity/Domain/201/LPS_SC_Policies/LPSWellness.pdf and
http://lps.lexingtonma.org/cms/lib2/MA01001631/Centricity/Domain/201/LPS_SC_Policies/WellnessPolicyGuidelines.pdf

Purpose of Request

The purpose of this solicitation is to provide for the management of the SFA's school food service operation. The FSMC will assume responsibility for the efficient management of the food service program including the responsibilities specified in Exhibit H, Division of Responsibilities for the Food Service Program.

Time Schedule

The SFA will use the following time line to select a food service management company:

<u>Date/Time Task</u>	
March 8 & 15, 2012	Advertise Request for Proposal
<u>April 17, 2012 (Amendment Two)</u> at 9:00 am	Visitation (TBD)
April 6, 2012 <u>April 25, 2012 (Amendment Three)</u>	Deadline for Written Questions on RFP
April 26, 2012 <u>May 3, 2012 (Amendment Three)</u>	Deadline for Proposals, Proposal Opening
<u>April 30, 2012 (Amendment Three)</u>	Amendment Date
On or before June 30, 2012	Contract Negotiation
On or before June 30, 2012	Award of Contract by School Committee

Instructions

Further information or copies of the Request for Proposal may be obtained by emailing:

Debbie Harvey
Assistant to the Business Office
Lexington Public Schools
dharvey@sch.ci.lexington.ma.us

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

Proposal Requirements:

1. Sealed "PRICE" and "NON-PRICE" proposals shall be submitted separately. Each FSMC shall submit one original and four copies of their "NON-PRICE" proposal for review. Only one original of the "PRICE" proposal needs to be submitted. Each proposal shall be clearly identified and be submitted in separate sealed envelopes or containers marked plainly and prominently as follows:

"Price/Non-Price Proposal for Management of a School Food Service Program
for
Lexington Public Schools, MA."

2. The "PRICE" and "NON-PRICE" proposals should be addressed to:

Mary Ellen N. Dunn
Assistant Superintendent for Finance and Business
Lexington Public Schools
146 Maple Street
Lexington, MA 02420

3. Proposals are due no later than 1:00 PM, Thursday, April 26, 2012.

4. No proposals will be accepted after the above due date and time.
5. Clarification or interpretation must be made by email to the Assistant to the Business Office at mdunn@sch.ci.lexington.ma.us prior to submission of a proposal by April 6, 2012 at 4:00 pm.
6. In accordance with competitive purchasing procedures and Chapter 30B, the proposals will be publicly available after the determination of award is made.
7. The SFA reserves the right to reject any and all proposals and to waive any "informalities" in the proposals received whenever such action, rejection or waiver is in its best interests.
8. Edits for changes to this document or the form Agreement must use "Track Changes" feature and be printed showing all language and format changes.
9. It is the intent of the SFA to accept the proposal that will best promote the public interest and is most advantageous to the school district. The minimum and comparative criteria attached hereto will be used in evaluating all proposals.
10. The proposer is responsible for personally examining the job sites where work under the proposal document is to be performed. Such a visit will be available April TBD, 2012 at 9:00 am. Please email Debbie Harvey, Assistant to the Business Office at dh Harvey@sch.ci.lexington.ma.us to RSVP for this visit.

The site visit will start at Lexington High School. The visit will include a representation of the nine school kitchens and facilities.

1. Lexington High School
 2. Diamond Middle School
 3. Fiske Elementary School
 4. Estabrook Elementary School
11. A pre-proposal conference to review the contents of the Request for Proposal is not available. However, the district will entertain questions in writing via:
 - a. Email at dh Harvey@sch.ci.lexington.ma.us up through 4:00 pm on Friday, April 6, 2012

A written response will be provided to the state's procurement website where this RFP is already posted at www.comm-pass.com on or before April 14, 2012.

12. The SFA will accept no pleas of ignorance regarding any item in this RFP or the Agreement as a basis for any claim by the FSMC for extra charges or fees.
13. Please ensure that all of the required exhibits are completed and included.
14. Performance Security as specified is required.
15. The proposer shall be required to provide proof of registration with the Massachusetts State Department of Education, Certification Regarding Lobbying Activities pursuant to 7 CFR Part 3018, and a Disclosure of Lobbying Activities pursuant to 7 CFR Part 3018. As part of the registration, DESE will confirm that the FSMC's principals are not be disbarred, suspended or disqualified from participation in the USDA Child Nutrition Programs as identified on the Excluded Parties List System. The proposer awarded the contract must annually meet these registration requirements.

16. The FSMC who is awarded the proposal shall send all FSMC staff providing food service to Lexington Public School students to the Lexington Public Schools' Human Resources Department at 146 Maple Street, Lexington, MA 02420 to complete a CORI/SORI form on each FSMC staff member one month prior to the beginning of the school year or employment. Any FSMC employee who is not CORI checked one month before the beginning employment, will not be allowed to work in any LEXINGTON PUBLIC SCHOOLS. Accompanying this bid shall be a copy of a Lexington Public Schools CORI Request Form (I). The School Committee reserves the right to disapprove any FSMC or employee for reasonable cause.

Selection Criteria

Minimum Requirements of all respondents: All FSMCs submitting proposals must first meet the following minimum requirements before completing the RFP:

1. Proposer has a minimum of 5 years experience in managing public school food service programs in **Massachusetts (Amendment Two)** districts K-12 with comparable enrollment to LPS (6300 students) within 20%; and
2. Proposer currently has contracts for K-12 public school food service programs (any size) participating and recognized as participating in the Farm to School program.³

Selection Criteria after Proposer meets Minimum Requirements above: The final selection will be subject to review and approval by the SFA's governing board. Selection of not more than two (2) firms for special consideration and one (1) firm for the ultimate work will be based on the following criteria:

1. Qualifications and experience of management team as presented in Exhibits K-Q
2. Adequacy of client references as requested in Exhibit K.
3. Adequacy of required corporate documentation as requested in Exhibit K-Q.
4. Miscellaneous FSMC Proposals as presented in Exhibit N.
5. Food Service Management Company fee(s) as presented in Exhibit P.
6. Personnel and staffing plans as presented in Exhibit L.
7. Plans to increase program participation as presented in Exhibit O.
8. Anticipated program costs, including a detailed analysis of such costs, as presented in Exhibit P., Annual Budget Projection
9. Compliance with affidavits provided in Exhibit Q.
10. Adequacy of performance security
11. Quality of food service.

³ http://www.mass.gov/agr/markets/Farm_to_school/index.htm

A summary of evaluation criteria is presented in the tables below:

	ADDITIONAL EVALUATION CRITERIA	YES	NO
1.	Does proposer have a minimum of 5 years experience in managing public school food service programs in <u>Massachusetts (Amendment Two)</u> districts K-12 with comparable enrollment to LPS (6300 students) within 20%;		
2.	Does proposer currently have contracts for K-12 public school food service programs (any size) participating and recognized as participating in the Farm to School program		
3.	Has proposer conditioned or qualified the proposal beyond prescribed limits or instructions?		
4.	Has the proposer confirmed the management team to consist of: 1 full-time Food Service Director, with Registered Dietician credentials 1 full-time Assistant Food Service Director 1 part-time Bookkeeper		
5.	Is the average participation rate at the proposer's comparable district sites for the FY 2010-2012 at a minimum 40%?		
	What is the data source? _____ Confirmed?		
6.	Does the average participation rate at the proposer's comparable site (within 10%) for the last three years show a progressive increase.		
	What is the data source? _____ Confirmed?		
7.	Are the following materials/documents included with the proposal:		
	• Bid Bond – Amendment Two		
	• Consent of Surety		
	• Non-Collusion Statement		
	• Tax-Compliance Certification		
	• Debarment Certification		
	• Certificate of Insurance		
	• Affirmative Action Plan		
	• Individual School Staffing Schedules		
	• Company Organization Chart		
	• On-Site Management/Administrative Chart		
	• Description of Merchandising Programs		
	• Description of Food Handling/Sanitation Program		
	• Description of Nutrition Education/Awareness Program		
	• Description of Employee Training Programs		
	• Description of Collaborative Efforts		
	• Description of Accounting Program		
	• Qualifications & Experience of Food Service Director		
	• Client List		
	• Transition Plan		
	• Respondents menu planning approach _____		
	• Enhanced Food Based Menu Planning Pattern (H.S., Middle, Elementary)		
	• Summary of Experience		
	• Plan of Services		
	• Audited Annual Report		
	• Description of Employee Benefits		
	• List of Personnel Policies		
	• Support Staff Visitation Schedule		
8	Is the proposal organized as RFP requires?		
9	Does Price Proposal price include both cost related to current state and their proposal		

Comparative Evaluation Criteria

Those proposals that meet the Additional Evaluation Criteria will be evaluated by the following Comparative Evaluation Criteria.

Proposer/Company Background Length of Experience:

1.	Ten years or more of operating experience with public school food service programs in Massachusetts districts Kindergarten through Grade 12 comparable in size defined by enrollment (within 10%)	Highly Advantageous
2.	More than five years and less than ten years of operating experience with public school food service programs in Massachusetts districts Kindergarten through Grade 12 Comparable in size defined by enrollment (within 10%)	Advantageous
3.	More than two years and less than five years of operating experience with public school food services program in Massachusetts districts Kindergarten through Grade 12 comparable in size defined by enrollment (within 10%)	Not Advantageous
4.	Less than two years of operating experience with public school food services program in Massachusetts districts Kindergarten through Grade 12 comparable in size defined by enrollment (within 10%)	Unacceptable

Nutrition Education/Awareness Programs Offered by the FSMC:

1.	FSMC will provide a program designed especially for public school age children 10 times per year.	Highly Advantageous
2.	FSMC will provide a program designed especially for public school age children 7 to 9 times per year.	Advantageous
3.	FSMC will provide a program designed especially for public school age children 4 to 6 times per year.	Not Advantageous
4.	FSMC will provide a program designed especially for public school age children less than 4 times per year	Unacceptable

Qualifications and Experience of the Food Service Director:

1.a.	More than six years work experience in public school food service	Highly Advantageous
b.	Four to six years work experience in public school food service	Advantageous
c.	Two to four years work experience in public school food service	Not Advantageous
d.	Less than two years work experience in public school food service	Unacceptable

2.a.	Registered Dietician or past licensure as Registered Dietician	Highly Advantageous
b.	College education with a degree in a food service related program	Advantageous
c.	College education with a degree in a field other than food service	Not Advantageous
d.	No college degree, but has taken advanced courses beyond high school in food service program	Unacceptable

Staff Development / Safety Training Programs

(Proposer should submit actual training materials and programs that will be used.)

1.	Training Sessions Conducted 10 times per year	Highly Advantageous
2.	Training Sessions Conducted 7 to 9 times per year	Advantageous
3.	Training Sessions Conducted 3 to 6 times per year	Not Advantageous
4.	Training Sessions Conducted less than 3 times per year	Unacceptable

Student Participation Rate

1.	The average participation rate at the proposer's comparable sites for the FY 2010-2011 school year is 80% or higher	Highly Advantageous
2.	The average participation rate at the proposer's comparable sites for the FY 2010-2011 school year is 65% to 79.99%	Advantageous
3.	The average participation rate at the proposer's comparable sites for the FY 2010-2011 school year is 40% to 64.99%	Not Advantageous
4.	The average participation rate at the proposer's comparable sites for the FY 2010-2011 school year is below 40%	Unacceptable

Performance Security

The FSMC shall be required to provide:

Performance Bond: The FSMC shall furnish a performance bond for each year of the contract. The amount of the Bond shall be equal to 100% of the yearly amount of the contract. The bond must be from a surety company listed in the most recent U.S. Department of the Treasury Circular 570. The performance bond for the first year of the contract must be presented within five (5) days of the execution of the contract. The performance bond for the second, third, fourth and fifth year (if the contract is extended) must be presented in July of 2013, 2014, 2015, 2016. Performance bonds must be issued by firms with at least a Best's Insurance Reports rating of A to A- (excellent).

Form of Contract

Agreement Form: The SFA will only consider contracts in the form prescribed by the SFA in Exhibit R

Contract Period §210.16(d): This agreement shall become effective on July 1, 2012, and shall terminate on June 30, 2017, unless an extension is agreed to in accordance with the terms stated below, or unless terminated earlier as provided below.

Contract Extension: Pursuant to Federal regulations, any extensions of this contract shall be executed prior to expiration of the preceding contract period. Any such extensions shall not extend the contract period more than one year beyond the original contract period of July 1, 2012, to June 30, 2017.

The contract is for five years with the option to renew the contract for one year. If the SFA elects to renew the contract with the FSMC, the terms and conditions of the existing contract shall remain substantially unchanged. Any price changes in the contract as part of a renewal will be based upon all FSMC fees of the original contract. Fee increases shall be disclosed as part of the submittal and shall not exceed the changes in the Consumer Price Index Rate for Food Away from Home in the Boston-Brockton-Nashua Area⁴ for the 12 months preceding the most recent monthly calculation available when the contract is renewed.

Responsible Authority: The SFA is the responsible authority without recourse to USDA Food and Nutrition Service or to DESE for the settlement and satisfaction of all contractual and administrative issues arising from the Agreement. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of a contractual nature. Matters concerning violations of the law will be referred to the local, State, or Federal authority that has proper jurisdiction.

Limitations of Financial Commitment: The SFA's financial commitments contained in the agreement are subject to annual appropriation by the SFA's School Board.

⁴ <http://www.bls.gov/ro1/bostonaacpi.pdf>

{page intentionally left blank}

**Request for Proposal
to
Manage School Food Service Program
Lexington Public Schools, MA Exhibits**

Information in the following exhibits is provided to assist the FSMC in preparing a response to this Request for Proposal.

Exhibit A - SFA Profile

1. School Food Authority

Lexington Public Schools, MA
146 Maple Street
Lexington, MA 02420

Contact Name: Mary Ellen N. Dunn,
Assistant Superintendent for Finance and Business
Contact Phone Number: 781-861-2563 x 206
Contact Fax: 781-861-2560
Contact E-Mail: mdunn@sch.ci.lexington.ma.us

School Year Begins: Generally before Labor Day- see web site calendar page
School Year Ends: Generally Mid June - see web site calendar page
FSMC is responsible for checking School District web site for updated calendars approved by the school committee.

2. Schools and Students: as of October 1, 2011

School Type	Number of Schools	Grade Range	Enrollment ⁵
Elementary School(s)	6	K-5	2816
Middle School(s)	2	6-8	1608
High School(s)	1	9-12	1951
Alternative School(s)	1	9- age 22	LABBB program

⁵ <http://lps.lexingtonma.org/site/Default.aspx?PageID=993>: Select Enrollment reports from the drop down menu.

Employees:

LINE NUMBER	ROLL UP	FTE Budget	FTE Transfer	Revised FTE	FTE AS OF 2ND QTR	(over)/under FTE Budget
1	UNIT A -LEA	615.49		615.49	601.53	13.96
2	UNIT A - STIPENDS					
3	UNIT A - COACHES					
4	LESA - SECRETARIES	69.74	(1.00)	68.74	67.58	1.16
5	CO - SUPPORT	16.50	1.00	17.50	16.00	1.50
7	UNIT C - INSTR ASST.	74.28	11.57	85.85	91.16	(5.31)
7.1	NONB INSTRUCT PARAPROFESSIONAL	1.90		1.90	4.22	(2.32)
7.2	UNIT C - SSI	25.76		25.76	26.88	(1.12)
8	ABA TUTORS	2.90		2.90	2.33	0.57
9	OT ASSISTANTS	3.00		3.00	3.00	0.00
10	SCHOOL AIDES	23.15	(11.57)	11.58	11.58	0.00
13	TECHNOLOGY	12.00		12.00	12.00	0.00
14	CO - ADMINISTRATION	6.50		6.50	6.40	0.10
15	PRINCIPALS	9.00		9.00	9.00	0.00
16	ALA - ASST PRINC/SUPVR	24.38		24.38	24.38	(0.00)
17	NURSE SUBS					
	TEACHER SUBSTITUTES				30.00	(30.00)
18	INSTRUC. ASST. SUBS					
	SECY SUBS					
20	SICK LEAVE BUY BACK					
SAL DIF	UNIT A -LEA					
TOWN	CROSSING GUARDS					
	SHARED EXPENSES					
Grand Total		884.60	-	884.60	906.06	(21.46)

3. **Food Preparation System** - Self-contained serving kitchens: Meals are prepared in a kitchen located at the serving site.
4. **Food Delivery System** - Whenever possible and practical food is delivered to each site by the food purveyor. At times, this contract does require a vehicle to transport food between schools for catering, emergency response to equipment or power failures, or for cost effective or safe storage reasons. The SFA does not provide a vehicle as part of this contract.
5. **Menu Planning System**
Nutrient Standard Menu Planning
Enhanced Food Based Menus
6. **Names and Types of Food Service Sites**

Food Preparation or Serving Site	Self-Contained Kitchen	Lexington, MA Zip Code	Main Telephone
Bowman Elementary School	9 Philip Road	02421	781-861-2500
Bridge Elementary School	55 Middleby Road	02421	781-861-2510
Estabrook Elementary School	117 Grove Street	02420	781-861-2520
Fiske Elementary School	55 Adams Street	02420	781-541-5001
Harrington Elementary School	328 Lowell Street	02420	781-860-0012
Hastings Elementary School	7 Crosby Road	02421	781-860-5800
Clarke Middle School	17 Stedman Road	02421	781-861-2450
Diamond Middle School	99 Hancock Street	02420	781-861-2460
Lexington High School	251 Waltham Street	02420	781-861-2320
Central Administration Building	146 Maple Street	02420	781-861-2580

7. **School Lunch Times:** (Subject to change by 5 to 10 minutes)

Food Preparation or Serving Site	1st	2nd	3rd	4th	5th	6th
Bowman Elementary School	11:30	11:50	12:15	12:35	1:00	1:20
Bridge Elementary School	11:35	11:45	12:00	12:15	12:35	12:55
Estabrook Elementary School	11:45	12:00	12:10	12:20	12:45	1:10
Fiske Elementary School	11:20	11:45	12:10	12:35	1:00	
Harrington Elementary School	11:00	11:30	12:00	12:30	1:00	
Hastings Elementary School	11:25	11:50	12:00	12:30	12:55	
Clarke Middle School						
Monday/Wednesday/Friday	11:40	12:00	12:24	12:44		
Tuesday/Thursday	11:18	11:38	12:02	12:22		
Diamond Middle School						
Monday/Wednesday/Friday	10:45	11:10	11:35			
Tuesday/Thursday	11:15	11:40	12:05			
Lexington High School						
Monday/Wednesday/Friday	10:20-10:45	11:15-11:40	12:10-12:40			
Tuesday/Thursday	10:55-11:25	11:55-12:25	12:55-1:25			

Food Vending Only Site - Catering	Central Administration
-----------------------------------	------------------------

8. **Auxiliary Businesses** (as appropriate) - The SFA provides food service in addition to the school lunch, school breakfast, and special milk programs. Below are those programs for which the FSMC may provide food service operations and sales should the need arise or requests be made provided that the FSMC and SFA agree the enterprise is financially viable:
- A. **Summer Food Service Program** – We currently do not have summer food service program. SFA is willing to assist expansion of services with our Lexplore and other summer programs that are operated should the FSMC be interested in such expansion.
 - B. **Child and Adult Care Food Program** – SFA currently does not have a Child or Adult Food Program. However, FSMC, as a community outreach coordinates with our Council on Aging for catering and special events.
 - C. **Catering Services** – SFA would like to have the FSMC provide 90% of all catering. This is a goal that has been worked on for the last five years. Marketing is ongoing.
 - a. Debate Team Tournaments
 - b. Professional Development Courses and Program
 - c. Special Events
 - D. **Concession Services** – The district would like to introduce to clubs and organizations, concession services, e.g. coordinate concessions at basketball games, dances, clubs/activities, etc. that are provided at cost with limited markup for their groups to sell and raise funds.
 - E. **Vending Services** – The School district has limited vending. The FSMC only controls vending machines in our high school cafeteria areas and the Central Administration kitchen. All other vending is privately contracted (not by school district or through school operating budget). However, recent changes in legislation may need to change some of the vending contracts whereby the FSMC will have a more active role.

- F. Other- The district collaborates with many town departments. Community Outreach services, e.g., community outreach to Lexington Senior Center and the Town of Lexington Employee Wellness Day are very important ways for the FSMC to partner with the school district and town.

Exhibit B – Menu Planning

“The National School Lunch Act mandates that school meals “safeguard the health and well-being of the Nation's children”. Participating schools must serve lunches that are consistent with the applicable recommendations of the most recent Dietary Guidelines for Americans including: eat a variety of foods; choose a diet with plenty of grain products, vegetables and fruits; choose a diet moderate in sugars and salt; and choose a diet with 30% or less of calories from fat and less than 10% of calories from saturated fat. In addition, lunches must provide, on average over each school week, at least 1/3 of the daily Recommended Dietary Allowances for protein, iron, calcium, and vitamins A and C. To provide local food service professionals with flexibility, there are four menu planning approaches to plan healthful and appealing meals. Schools choose one of the approaches below. The choice of what specific foods are served and how they are prepared and presented are made by local schools.”⁶ Respondents must provide which menu planning approach they recommend and have used as a basis in their price proposal.

1. The Traditional Food-Based Menu Planning Approach
2. The Enhanced Food-Based Menu Planning Approach
3. The Nutrient Standard Menu Planning Approach
 - a. The Assisted Nutrient Standard Menu Planning Approach
4. Alternate Menu Planning Approach

Each menu must meet the meal requirements specified in Title 7, Code of Federal Regulations; Chapter II, Food and Nutrition Service, Department of Agriculture; Part 210, National School Lunch Program and Part 220, School Breakfast Program. The menus must also meet the purchasing specifications found in Exhibit C. Refer to “Planning Menus for Healthy School Meals” (Child Nutrition & Wellness, DESE) for further guidance on meal requirements and Wellness Policy and Guideline minimums.

Exhibit C - Purchasing Specifications

The FSMC will be required to comply with all purchasing specifications provided in the Agreement including those related to Federal, State, and local purchasing requirements. For further detail see the Agreement and the following:

1. Town of Lexington Wellness Policy (Approved: 06/20/06. Amended approved: 6/19/07)
http://lps.lexingtonma.org/cms/lib2/MA01001631/Centricity/Domain/201/LPS_SC_Policies/LPSWellness.pdf
2. Wellness Policy Guidelines: (Approved: 06/20/06. Amended approved: 06/19/07)
http://lps.lexingtonma.org/cms/lib2/MA01001631/Centricity/Domain/201/LPS_SC_Policies/WellnessPolicyGuidelines.pdf
3. Town of Lexington Energy Policy – See Exhibit S
4. Purchasing, per Federal Register Vol. 72 and OIG 7/03

⁶ <http://www.fns.usda.gov/cnd/menu/menu.planning.approaches.for.lunches.doc>

Exhibit D - Participation for Prior School Years**Table 1 – Average Daily Attendance**

Average of		Site # and Name									Grand Total
SY	Month	155-008 Bowman	155-006 Bridge	155-010 Estabrook	155-015 Fiske	155-030 Harrington	155-035 Hastings	155-402 Clarke Middle	155-410 Diamond Middle	155-505 Lexington High	
09-10	September	477	448	431	479	386	383	744	730	2015	6093
	October	476	436	428	483	381	374	736	703	1982	5999
	November	458	426	417	468	377	360	728	704	1942	5880
	December	478	442	429	472	375	378	733	711	1958	5976
	January	483	454	437	480	387	382	742	724	1953	6042
	February	474	449	432	474	377	380	736	709	1926	5957
	March	485	461	438	478	393	386	740	718	1927	6026
	April	483	463	437	478	393	389	739	714	1925	6021
	May	490	470	445	487	395	390	745	718	1926	6066
	June	481	479	447	493	404	425	750	720	1823	6022
09-10 Total		479	453	434	479	387	385	739	715	1938	6008
10-11	September	524	512	440	479	409	440	755	738	1981	6278
	October	530	512	445	478	405	439	754	738	1971	6272
	November	529	501	439	470	400	429	751	730	1949	6198
	December	521	526	434	462	395	427	743	719	1934	6161
	January	527	512	438	470	407	431	750	731	1949	6215
	February	525	513	432	470	396	425	744	718	1930	6153
	March	527	515	435	470	405	430	745	714	1938	6179
	April	521	519	434	470	407	427	750	712	1921	6161
	May	528	526	438	480	414	432	755	724	1933	6230
	June	530	529	437	479	410	434	758	722	1960	6259
10-11 Total		526	517	437	473	405	431	751	725	1947	6211
11-12	September	511	511	460	492	412	429	825	773	1980	6393
	October	514	509	459	494	415	423	828	774	1966	6382
	November	507	504	450	486	408	415	813	767	1947	6297
	December	504	501	449	485	408	416	813	764	1935	6275
11-12 Total		509	506	455	489	411	421	820	770	1957	6337
Grand Total		505	492	442	480	401	412	770	736	1947	6185

Table 2 - Student Lunch Participation by School by Type

SY	Site # and Name	Average of Enrollment	Average of % Students Free and Reduced	Average of Average Daily Attendance	Sum of Lunch Days	Sum of Paid Lunches	Sum of Free Lunches	Sum of Reduced Lunches	Sum of Total Lunches	Average of Participation Rate Lunches
09-10	155-008 Bowman	497.6	5.59%	478.5	164	26,960	2678	1188	30826	10,275
	155-006 Bridge	472.8	6.36%	452.8	164	23,208	2778	987	26973	8,991
	155-015 Fiske	502.4	3.91%	479.2	164	29,805	1990	868	31863	10,621
	155-030 Harrington	403.4	6.37%	386.8	164	25,406	2473	603	28736	9,494
	155-402 Clarke									
	Middle	762.8	5.57%	739.3	174	44,659	4515	455	51110	16,543
	155-010 Estabrook	453.6	2.37%	434.1	164	26,652	1190	156	27998	9,333
	155-505 Lexington									
	High	2018.5	6.06%	1937.7	172	86,540	11881	2865	101286	33,762
	155-035 Hastings	403.7	6.35%	384.7	164	25,309	2512	853	28674	9,558
	155-410 Diamond	743.4	5.25%	715.1	174	44,356	4959	1388	50703	16,901
	District	6258.2	5.31%	6008.2	1504	332,095	34976	9363	378169	125,478
10-11	155-008 Bowman	544.8	6.02%	526.2	163	29,814	3319	738	33881	11,290
	155-006 Bridge	536.4	7.20%	513.3	163	27,259	3290	948	34536	10,499
	155-015 - Fiske	495.2	4.43%	472.8	163	28,215	2272	461	30948	10,316
	155-030 Harrington	419.6	6.67%	404.8	163	26,087	2372	927	29050	9,795
	155-402 Clarke									
	Middle	773.6	8.12%	750.5	172	50,441	7130	1345	58916	19,639
	155-010 Estabrook	454.4	2.90%	437.2	163	24,871	927	193	25991	8,664
	155-505 Lexington									
	High	2002.9	5.99%	1946.6	171	91,766	11330	2262	111194	35,119
	155-035 Hastings	446.3	5.68%	431.4	163	25,321	2684	417	28422	9,474
	155-410 Diamond	750.4	7.03%	725.5	172	43,875	5889	1527	51291	17,097
	District	6423.6	6.00%	6208.3	1493	347,649	39213	8818	404229	131,893
11-12 (Totals as of 08/2011 - 12/2011)	155-008 Bowman	528	6.85%	509	73	11,614	1230	365	13209	4,403
	155-006 Bridge	524.25	7.30%	506.25	73	10,184	1487	188	11859	3,953
	155-015 - Fiske	506.5	4.23%	489.25	73	10,603	1401	221	11777	4,075
	155-030 Harrington	423	4.98%	410.75	73	10,098	999	108	11042	3,735
	155-402 Clarke									
	Middle	840.75	6.65%	819.75	72	23,573	2384	479	25800	8,812
	155-010 Estabrook	470.25	5.00%	454.5	73	9,990	787	156	10937	3,644
	155-505 Lexington									
	High	2006.5	6.60%	1957	72	42,755	5101	971	48827	16,276
	155-035 Hastings	434.5	5.70%	420.75	73	9,103	852	333	10288	3,429
	155-410 Diamond	790.5	6.10%	769.5	72	21,462	2066	627	24155	8,052
	District	6524.25	5.93%	6336.75	654	149,382	16307	3448	167894	56,379

SOURCE: DESE Claim Data (Amendment Three)

Table 3 - Student Breakfast Participation by School Type

SY	Site # and Name	Average of Enrollment	Average of % Students Free and Reduced	Average of Average Daily Attendance	Sum of Breakfast Days	Sum of Paid Breakfasts	Sum of Free Breakfasts	Sum of Reduced Breakfasts	Sum of Total Breakfasts	Average of Participation Rate Breakfasts
09-10	155-008 Bowman	497.6	5.59%	478.5	164	326	859	71	1256	418.67
	155-006 Bridge	472.8	6.36%	452.8	164	499	986	552	2037	679.00
	155-015 Fiske	502.4	3.91%	479.2	164	270	789	141	1200	400.00
	155-030 Harrington	403.4	6.37%	386.8	164	70	452	48	570	190.00
	155-402 Clarke Middle	762.8	5.57%	739.3	174	600	1687	264	2551	850.33
	155-010 Estabrook	453.6	2.37%	434.1	164	2001	281	178	2460	820.00
	155-505 Lexington High	2018.5	6.06%	1937.7	172	450	4864	424	5738	1912.67
	155-035 Hastings	403.7	6.35%	384.7	164	31	491	185	707	235.67
	155-410 Diamond	743.4	5.25%	715.1	174	110	299	49	458	152.67
	District	6258.2	5.31%	6008.2	1504	4357	10708	1912	16977	5659.00
10-11	155-008 Bowman	544.8	6.02%	526.2	163	290	537	38	865	288.33
	155-006 Bridge	536.4	7.20%	513.3	163	225	1190	381	1796	598.67
	155-015 - Fiske	495.2	4.43%	472.8	163	342	991	2	1335	445.00
	155-030 Harrington	419.6	6.67%	404.8	163	194	573	216	983	327.67
	155-402 Clarke Middle	773.6	8.12%	750.5	172	498	2297	22	2817	939.00
	155-010 Estabrook	454.4	2.90%	437.2	163	1078	233	0	1311	437.00
	155-505 Lexington High	2002.9	5.99%	1946.6	171	150	4493	415	5058	1686.00
	155-035 Hastings	446.3	5.68%	431.4	163	47	308	45	400	133.33
	155-410 Diamond	750.4	7.03%	725.5	172	19	388	51	458	152.67
	District	6423.6	6.00%	6208.3	1493	2843	11010	1170	15023	5007.67
11-12 (Totals as of 08/2011 -12/2011)	155-008 Bowman	528	6.85%	509	73	106	119	50	275	91.67
	155-006 Bridge	524.25	7.30%	506.25	73	227	503	98	828	276.00
	155-015 - Fiske	506.5	4.23%	489.25	73	171	409	0	580	193.33
	155-030 Harrington	423	4.98%	410.75	73	147	416	119	682	227.33
	155-402 Clarke Middle	840.75	6.65%	819.75	72	403	646	145	1194	398.00
	155-010 Estabrook	470.25	5.00%	454.5	73	236	321	17	574	191.33
	155-505 Lexington High	2006.5	6.60%	1957	72	37	2133	203	2373	791.00
	155-035 Hastings	434.5	5.70%	420.75	73	61	122	185	368	122.67
	155-410 Diamond	790.5	6.10%	769.5	72	30	299	2	331	110.33
	District	6524.25	5.93%	6336.75	654	1418	4968	819	7205	2401.67

SOURCE: DESE Claim Data (Amendment Three)

Exhibit E - Price Schedule**Meal Prices****Amendment 2**

		2008-2009		2009-2010		2010-2011		2011-2012	
		Breakfast	Lunch	Breakfast	Lunch	Breakfast	Lunch	Breakfast	Lunch
Elementary	Paid	\$ 2.00	\$ 3.00	\$ 2.00	\$ 3.00	\$ 2.00	\$ 3.25	\$ 2.00	\$ 3.25
	Reduced	\$.30	\$.40	\$.30	\$.40	\$.30	\$.40	\$.30	\$.40
Middle	Paid	\$ 2.00	\$ 3.00	\$ 2.00	\$ 3.00	\$ 2.00	\$ 3.25	\$ 2.00	\$ 3.25
	Reduced	\$.30	\$.40	\$.30	\$.40	\$.30	\$.40	\$.30	\$.40
High	Paid	\$ 2.00	\$ 3.00	\$ 2.00	\$ 3.00	\$ 2.00	\$ 3.25	\$ 2.00	\$ 3.25
	Reduced	\$.30	\$.40	\$.30	\$.40	\$.30	\$.40	\$.30	\$.40
Adult		A la carte	\$4.00	A la carte	\$4.00	A la carte	\$4.25	A la carte	\$4.25

A-la-carte 2011-2012 School Year

Sensible Sides are available at the Elementary schools from \$ 0.50- \$1.00.

Middle and High Schools offer several a la carte options from \$0.50- \$1.50.

Premium Lunches are available at the High School for \$4.50.

(Free and Reduced student lunches are eligible for the premium lunches without additional cost.)

The School Committee sets the maximum meal price. The Superintendent through his/her designee sets and confirms pricing for each year. The School Committee has allowed for an addition \$0.25 to be authorized to allow for the FSMC and the SFA to respond to unknown and unforeseen commodity and product pricing swings. The FSMC should plan on a program that will operate at \$3.00 per Type A meal.

Exhibit F – Financial Operating Statements for Prior Three Years

Below you will find a summary of our food service operation since 2009. In it, one will see two years in deficit and others with balances. The history around our financial statements is as follows:

1. FY10 district installed Nutrikids and began online payments. Pin numbers are required for all transactions.
- 2.

Cash Flow: FY2009 to FY2011

TYPE	VDR NAME/ITEM DESC	2009	2010	2011
INCOME	CHARTWELLS/COMPASS GROUP	\$ (0.00)		\$ (20,952.62)
	FOOD SPOILAGE INS REIMB			\$ (6,531.66)
	ORIGINAL BUDGET	\$ (55,000.00)	\$ (38,483.08)	
	RECLASS	\$ -	\$ 967.00	
	Reversal / 1040462			\$ 400.00
	SCH LUNCH RECEIPTS	\$ (1,348,750.76)	\$ (1,608,187.41)	\$ (1,744,972.12)
	SCHOOL LUNCH REFUND	\$ 466.25	\$ 863.08	\$ 1,006.25
INCOME Total		\$ (1,403,284.51)	\$ (1,644,840.41)	\$ (1,771,050.15)
EXPENSE	AMERICAN APPLIANCE SERVIC			
	AMERICAN COMMERCIAL APPLI	\$ (291.73)		
	BANK OF AMERICA	\$ 706.00	\$ 2,199.00	\$ 891.00
	BEDFORD MECHANICAL INC	\$ 417.50		
	BELMONT PRINTING CO	\$ 254.64	\$ 385.39	\$ 446.01
	CALLAHAN ROBERT F CO IN	\$ 6,397.52		\$ 1,400.00
	CHARTWELLS/COMPASS GROUP	\$ 1,494,292.15	\$ 1,622,941.90	\$ 1,962,985.89
	COMM OF MASS/DEPT OF REVE	\$ 1,726.91	\$ 2,187.43	\$ 2,166.40
	COOLING & HEATING SPECIAL	\$ 1,738.27		
	DENVER EQUIPMENT CO OF CH			\$ 6,553.78
	IKON OFFICE SOLUTIONS IN			\$ 180.84
	KITTREDGE EQUIPMENT COMPA	\$ 812.61	\$ 38,746.00	\$ 9,345.33
	LUNCH BYTES SYSTEMS			
	MASSACHUSETTS RESTAURANT		\$ 140.00	
	RECLASS		\$ 838.90	
	SIMPLEX GRINNELL		\$ 656.27	
	UNITED REFRIGERATION	\$ 1,729.70		
	VALLEY SERVICE INC	\$ 1,641.23	\$ 3,706.53	\$ 4,421.77
	YOUR ELECTRICAL SOLUTION	\$ 8,420.53	\$ 2,051.42	
EXPENSE Total		\$ 1,517,845.33	\$ 1,673,852.84	\$ 1,988,391.02
Grand Total		\$ 114,560.82	\$ 29,012.43	\$ 217,340.87

Capital Funding: Replacement of Kitchen Equipment

FY2012 is the fourth of five anticipated annual requests to the town Capital Expenditures Committee for upgrading food service equipment at all schools. The Food Service Program served over 33% of our student population last year or in meals over 346,000 lunches and over 13,000 breakfasts. Our Free and Reduced Lunch population is just over 5% of our student population.

Currently, some of the school kitchens are functioning with inappropriate equipment for the expectations of the program. Much of our commercial grade equipment has survived well beyond its ten-year useful life. Since the beginning of this school year, we have had 47 equipment failures not including the flood at the high school. Most of the failures relate to freezer and refrigeration units, steamers, warming ovens, and kitchen ovens. When equipment goes down, the workflow is comprised and employees often jump through hoops to prepare the food and keep it at the correct temperature. While having to adapt to equipment failures is not a preferred way of doing business, the program has never suffered from system wide failures and does utilize one of the other 8 functioning kitchens to "cover" for equipment failures.

Prior to this past school year, we would lose entire kitchens and be offline for one or two serving days. Today, we may lose one or two components in our kitchen, which creates a delay, but does not hinder the program from regrouping to deliver service. We are continuing to work on replacement, repair, and maintenance programs for all equipment.

Replacement of our serving lines is the focus of the FY10 capital request. It is a continuation of our goal to comply with Board of Health regulations. Currently, cold and hot food holding temperatures are very difficult to maintain because some of the older kitchens do not have the serving line sophistication of the newer schools like Harrington and Fiske. This year's request is to install appropriate cold and hot holding units to our serving lines and eliminate the "work around" we have been doing to meet Board of Health regulations.

In the future, we will be looking at our refrigeration and freezer storage in our buildings to replace, recondition, or alarm for low temperature. These large institutional units are typically built-in to our kitchen areas. Taking these off line needs advance planning and care not to disrupt the program.

Last year's capital funds replaced Steamers at four schools, convection oven at 6 schools, two reach in freezers, and other equipment related to food storage and cleaning stations. It also addressed a number of health code violations due to the replacement of the equipment and the work that needed to be completed around the various units.

It is expected and required that the FSMC will be an active participant in the preparation of the annual Capital Expenditure request and provide a five-year, ten-year, replacement plan for existing equipment.

Exhibit G – Division of Costs for the Food Service Program**Definition of Costs and Fees**

- a. The SFA'S specifications for the price quote and fee structure are found in Exhibit P, Food Service Management Company Fee Proposal.
- b. The FSMC's proposed fee(s) are also found in Exhibit P, Food Service Management Company Fee Proposal
- c. Direct operating expenses to be paid by the FSMC are specified in this Exhibit G.
- d. Further requirements and procedures for SFA reimbursement of costs are outlined in the form Agreement.

For this fixed fee structure contracts (as defined for the selected fee structure in the RFP, XI, B):

- o An "S" mark by each cost that will be paid by the SFA.
- o A "C" mark by each cost that will be paid by the FSMC. The FSMC will recover these costs through the management fee.

Notation: "(must be recovered through School Lunch Program)" is defined as this item or services will be an annual offset to the school district from the School Lunch Revolving Fund Program and as such the FSMC needs to budget for these expenditures as part of their annual budget. The FSMC must stay within that budget amount or request permission to exceed the amount due to extenuating circumstances. It has been determined that the SFA can provide these services at a greater value using internal resources than outside vendors.

COSTS	FSMC	SFA
Food Cost (food, condiments, beverages)	C	
Commodity Deliveries and Ordering	C	
Rebates/Incentives (offsets must be declared)	C	
Labor Cost		
Hourly Wages:	C	
Bookkeeper / Secretarial	C	
Food Service Workers	C	
Driver	C	
Other	C	
Hourly Benefits and Taxes	C	
FICA	C	
Retirement for FSMC's employees	C	
Unemployment Insurance for FSMC's employees	C	
Workers' Compensation for FSMC's employees	C	
Health Insurance for FSMC's employees	C	
Life Insurance and Disability for FSMC's employees	C	
Holidays for FSMC's employees	C	
Management Salaries	C	
Management Benefits and Taxes	C	
Other Purchased Services		
Telephone, local service (including fax)		S
Telephone, long distance (including fax)		S

COSTS	FSMC	SFA
Telephone, cellular		S
Utilities (heat, power, water)		DPF
Extermination		DPF
Laundry	C	
Postage (must be recovered through School Lunch Program)		S
Other		
Supplies		
Disposable Serviceware	C	
Cleaning Supplies , garbage bags, etc	C	
Paper Supplies	C	
Uniforms	C	
Menu Paper	C	
Menu Printing (must be recovered through School Lunch Program)		S
Promotional Materials	C	
Office Supplies	C	
Equipment and Repair		
Replacement of Capital/Major Equipment		S
Replacement of Expendable/Minor Equipment	C	
Repair of Equipment (Normal wear and tear) (must be recovered through School Lunch Program)		S
Repair of Equipment Resulting from Negligence of FSMC's Employees (no charge to the program or school revolving fund)	C	
Repair of Equipment Resulting from Negligence of SFA's		S
Capital Improvement		
Building Structural Changes		DPF
Painting		DPF
Other		
Vehicle Lease or Purchase	C	
Vehicle Maintenance	C	
Vehicle Major Repairs	C	
Vehicle Fuel and Oil	C	
Vehicle Taxes	C	
Vehicle Insurance	C	
Vehicle Licenses	C	
Vehicle Registration	C	
Depreciation	C	
Audit Fees (must be recovered through School Lunch Program)		S
Licenses/Permits	C	
Promotions	C	
Mileage	C	
Employee Physicals	C	
Sales Tax	C	
Performance Bond (if applicable)	C	
Liability Insurance	C	
FSMC Training Workshops	C	
Travel Expenses for FSMC Training Workshops	C	
Custodians		DPF

Request for Proposal for Management of a School Food Service Program

COSTS	FSMC	SFA
School Secretaries		S
Trash Pickup		DPF

Exhibit H - Division of Responsibilities for the Food Service Program

SFA and FSMC responsibilities include, but are not necessarily limited to, those listed in this exhibit. For a full description of SFA and FSMC responsibilities please refer to the form Agreement.

SFA Responsibilities - The SFA is required by Federal regulations and/or Massachusetts Department of Elementary and Secondary Education (DESE) policy to retain responsibility for the following tasks.	
General Administration	
1.	Complete annual program renewal documents with DESE.
2.	Retain signature authority on the program agreement with DESE, free and reduced price policy statement and the claims for reimbursement.
3.	Coordinate the food service advisory committee.
4.	Provide Printing Services via School Print Shop
5.	Provide Computer desktops via School Technology Plan
6.	Maintain Buildings
Free & Reduced Price Policy Administration	
1.	Appoint and train determining official(s) and hearing official.
2.	Distribute materials to parents and guardians.
3.	Collect submitted applications.
4.	Process applications, including approval/denial and follow-up to obtain complete information.
5.	Enter data into computer if computer system automatically determines eligibility.
6.	Administer the Direct Certification process.
7.	Notify parent/guardian of application status.
8.	Administer all aspects of the income verification process.
9.	For SFAs with multiple sites, conduct on-site reviews of counting and claiming procedures at all sites by February 1 of each year, including written documentation of visit, corrective action plan as needed, and follow-up reviews.
Reimbursement Claims	
1.	Sign or submit electronically the claim for reimbursement.
FSMC Responsibilities	
Food Service Operations	
1.	Plan menus.
2.	Purchase food.
3.	Receive and store food and supplies.
4.	Conduct periodic physical inventory of food and supplies.
5.	Prepare food.
6.	Deliver food to serving sites.
7.	Provide dining room and counter service.
8.	Clean and maintain kitchen facilities.
9.	Hire and supervise personnel.
10.	Train personnel.
11.	Merchandise food.
12.	Conduct food service promotions.
13.	Participate on food service advisory committee or equivalent
14.	Pick-up and bank deposit of daily cash.
15.	Maintain Nutrikids POS system and software provided.
16.	Annual Submittal of Five Year Capital Plan submission with 10 year replacement plan for all equipment (September 1, annually)
17.	Annual Submittal of Five year Financial Summary for School Committee budget, requesting lunch price and a-la-carte pricing recommendations for the next school year (November 1, annually)

Exhibit I - SFA Policies and Forms Impacting the Food Service Program

The following policies, in addition to those mentioned above or in the Agreement could impact the food service operation

1. Wellness Policy - <http://lps.lexingtonma.org/site/Default.aspx?PageID=1107>
2. Wellness Policy Implementation Guidelines - <http://lps.lexingtonma.org/site/Default.aspx?PageID=1107>
3. Life Threatening Allergies - <http://lps.lexingtonma.org/site/Default.aspx?PageID=1107>
4. The SFA's School Cancellation Policy - <http://lps.lexingtonma.org/site/Default.aspx?PageID=1107>
5. In addition, Town Warrant Schedule is issued each June for the upcoming fiscal year. The schedule dictates our payment timeline. Alterations to this schedule are outside of the SFA's control.
6. School Lunch Program: Frequently Asked Questions
7. School Committee Meal Charge Policy:
<http://lps.lexingtonma.org/cms/lib2/MA01001631/Centricity/Domain/365/MealCharge%20Policy02NOV10.pdf>
8. Financial Assistance Information: The School Committee provides for financial assistance to students who meet income requirements. <http://lps.lexingtonma.org/Page/650>
9. Lexington Public Schools CORI Form (next page)

New Initiatives (Amendment Two)

1. Lexington Public Schools requires collaboration with the awarded FSMC and representatives from the Town of Lexington, the District Facilities Department and Parents in implementing recycling standards for all schools and present these standards to the Superintendent and School Committee for implementation across the District." Any bidding FSMC vendor is encouraged to submit any recycling initiatives their company has implemented with other school systems that could be implemented in the Lexington Public Schools Food Service Program and would be a willing partner with Lexington Public Schools in this initiative." Please see Appendix I1 under Exhibit I – SFA Policies and Forms Impacting the Food Service Program for current initiatives.



Lexington Public Schools

146 Maple Street ♦ Lexington, Massachusetts 02420

LEXPS CH385 G

The Lexington Public School system has been certified by the Criminal History Systems Board for access to all criminal case data including conviction, non-conviction and pending.

As a prerequisite for my performing services in the Lexington Public Schools in the capacity of _____, I understand that a criminal record check will be conducted for conviction, non-conviction and pending criminal case information only and that it will not necessarily disqualify me. The information below is correct to the best of my knowledge.

Applicant/Employee Signature _____

Date _____

School _____

____ Applicant

____ Employee

____ Volunteer

____ Student Teacher

____ Contract Service/Company Name _____

Applicant/Employee Information (Please Print Legibly)

LAST NAME _____

FIRST NAME _____

MIDDLE _____

MAIDEN NAME OR ALIAS IF APPLICABLE _____

PLACE OF BIRTH _____

DATE OF BIRTH _____

MOTHER'S MAIDEN NAME _____

SOCIAL SECURITY (REQUESTED NOT REQUIRED) _____

ADDRESS _____

FORMER ADDRESSES _____

SEX: _____

HEIGHT: _____ ft. _____ in.

WEIGHT: _____

EYE COLOR: _____

STATE DRIVER'S LICENSE NUMBER: _____

*** THE ABOVE INFORMATION WAS VERIFIED BY REVIEWING THE FOLLOWING FORM OF GOVERNMENT ISSUED PHOTOGRAPHIC IDENTIFICATION: _____

REQUESTED BY _____

Signature of CORI Authorized Employee _____

Date _____

Exhibit J - Food Service Management Company (FSMC) Monitoring Form

Twice a year, an official of the school SFA will conduct a monitoring visit of each food service site. A copy of this form for each site monitored will be completed by February 15 of each year.

Name of Site Monitored: _____ Monitoring Date: _____

Menus and Service

		Yes	Needs Improvement	NA
1.	Has the FSMC followed the menu, as described in Exhibit B of the Agreement, for the first 21 days of the contract? (Monitor during the first year of contract only)			
	If changes were made to menus following the first 21 days of the contract, did the SFA approve them?			
2.	To assure menu requirements are met:			
a.	If the Nutrient Standard Menu Planning (NSMP) option is used, does the nutrient analysis indicate that nutrient needs are met for each age/grade level for each week?			
b.	If the Food Based menu planning option is used, are all required food components served for each reimbursable meal?			
c.	If the "Offer" provision is implemented, are students required to take the minimum number of food or menu items?			
3.	Are production records completed each day for all meals claimed for reimbursement?			
4.	Are the regulations followed concerning not selling restricted foods of minimal nutritional value (carbonated beverages, certain candies, water ices and chewing gum) in the food service areas during meal service periods?			
5.	Are meals monitored after the last food or menu item is served/selected to ensure that only reimbursable meals are claimed?			
6.	Do the foods purchased meet the quality specification standards indicated in Exhibit I of the Agreement?			

Financial Accountability Procedures

		Yes	Needs Improvement	NA
1.	Do the MA-DESE school food service daily meal count record forms accurately reflect the counts of student and adult meals by meal type and eligibility category?			
2.	Do the MA-DESE school food service daily income records accurately reflect the revenue received by meal type? (student meals, adult meals, a la carte, etc.)			
3.	For Cost Reimbursement Contracts:			
a.	Has the SFA audited the food and non-food invoices to assure that bills sent reflect actual expenses?			
b.	Has the SFA audited time reporting forms to assure only actual hours worked are billed to the SFA?			
c.	Do the bills submitted by the FSMC include only eligible direct costs as defined in Exhibit G of the Agreement, <i>Division of Cost for the Food Service Program</i> or in an agreement addendum?			
4.	Are all bills monitored to assure that the FSMC has not double-billed or included costs that are not allowed by the Agreement?			

Sanitation and Safety Procedures

		Yes	Needs Improvement	NA
1.	Are facilities and equipment adequately maintained for safety and sanitation?			
2.	Do employees practice safe food handling procedures?			
3.	Are health licenses maintained as required by the Agreement?			

Other Contractual Requirements

		Yes	Needs Improvement	NA
1.	Has the advisory committee of parents, students and teachers met at least twice per year to assist in menu planning?			
2.	Have the advisory committee meetings been documented?			
3.	Have all corrections been made as required if problems were noted during a SFA review, the KSDE administrative review, or a program audit?			
4.	Has the FSMC staffing plan been approved by the SFA?			
5.	Have all responsibilities of the SFA and the FSMC been implemented as defined by the terms of the Agreement? If no, explain.			

List Corrective Actions taken for all “Needs Improvement” items on pages 1 and 2.

1.

2.

3.

4.

5.

6.

Date of Implementation: _____

Other Comments:

Exhibit K – FSMC Profile

Part 1 - Contact Information

- a. Fill out Exhibit K, Part 1 & 2 FSMC Profile Information Sheet with your company's contact information.

Part 2 - General Information

- a. Fill out Exhibit K, Part 1 & 2 FSMC Profile Information Sheet with your company's general information.
- b. FSMC may add behind this page additional company information the SFA may find helpful in their evaluation process.

Part 3 - School Food Service Experience

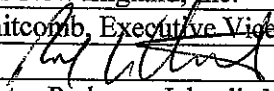
- a. Fill out the Exhibit K, Part 3, A, Client List, that should include each school district or other similar organization that the company has served during the past 5 years. This page must be replicated for each client as required
- b. Fill out the Exhibit K, Part 3, B, Narrative Summary, documenting the company's experience during the past 3 years of successfully operating a complex food service program requiring nutritious meals that comply with applicable regulations. FSMC may add behind this page additional company information the SFA may find helpful in their evaluation process.
- c. Fill out the Exhibit K, Part 3, C, Reference List, providing the name, title, address, and phone number of 3 current food service clients who can be contacted as references. This page must be replicated for each client as required

Part 4 - Personnel and Management Team

- a. Fill out Exhibit K, Part 4 A Team Member Roster Form which shall include the names of all team members and their proposed roles in the SFA's food service program.
- b. Attach a resume for each team member listed on the Exhibit K, Part 4. Team Member Roster Form showing his or her relevant experience and qualifications.
- c. Briefly describe the company's organization on Exhibit K, Part 4, C Company Organization Information Sheet and how its resources will be used for the benefit of the SFA's food service program. FSMC may add behind this page additional company information the SFA may find helpful in their evaluation process.

Exhibit K, Part 1 & 2 – FSMC Profile Information

Part 1 - Contact Information

Respondent's Name: Whitsons New England, Inc.
Title: Paul Whitcomb, Executive Vice President
Signature: 
Mailing Address: 1800 Motor Parkway, Islandia NY 11749
Area Code/Telephone: 631-750-1414
Fax: 631-750-1415
Email: whitcomb@whitsons.com

Part 2 - General Information

Company Name: Whitsons New England, Inc.
Address of Company Headquarters: 1800 Motor Parkway
Islandia, NY 11749
Number of Offices: 3
Location of Offices: Islandia, NY; Haverhill, MA; Malvern, PA
Employees: 2762

Category	Number
All company employees	2762
Food service employees	2518
School food service employees	2045
Client employees supervised by company	Est. 600

Attachments:

- W-9 Form
- Affirmative Action Plan

Exhibit K, Part 3, A – Client ListFSMC Name: Whitsons New England, Inc.District/Client Name: Winchester Public SchoolsStatus (check one): ☒ Active ☐ Discontinued/Terminated

If your company's services were discontinued or terminated, explain why below.

List Service Years with District/Client:

7/08	present

List the contact information for the district administrator who is knowledgeable of your firm's performance:

Name: Mr. John DanizioTitle: Business ManagerArea Code/Phone # 781-721-0080Email Address jdanizio@winchester.k12.ma.usDistrict/Client Name: Tyngsborough Public SchoolsStatus (check one): ☒ Active ☐ Discontinued/Terminated

If your company's services were discontinued or terminated, explain why below.

List Service Years with District/Client:

7/08	present

List the contact information for the district administrator who is knowledgeable of your firm's performance:

Name: Mr. Joseph MessinaTitle: Business AdministratorArea Code/Phone # 978-649-7488Email Address joseph.messina@tyngsboroughps.org

District/Client Name: Attleboro Public SchoolsStatus (check one): ☒ Active ☐ Discontinued/Terminated

If your company's services were discontinued or terminated, explain why below.

List Service Years with District/Client:

8/09	present

List the contact information for the district administrator who is knowledgeable of your firm's performance:

Name: Ms. Pia DurkinTitle: SuperintendentArea Code/Phone # 508-222-0012Email Address pdurkin@attleboroschools.comDistrict/Client Name: Haverhill Public SchoolsStatus (check one): ☒ Active ☐ Discontinued/Terminated

If your company's services were discontinued or terminated, explain why below.

List Service Years with District/Client:

8/09	present

List the contact information for the district administrator who is knowledgeable of your firm's performance:

Name: Ms. Kara KosmesTitle: Assistant Superintendent for FinanceArea Code/Phone # 978-374-3408Email Address kkosmes@haverhill-ps.org

Request for Proposal for Management of a School Food Service Program

District/Client Name: Amherst-Pelham Regional School District
Status (check one): ☒ Active ☐ Discontinued/Terminated

If your company's services were discontinued or terminated, explain why below.

--

List Service Years with District/Client:

7/08	present

List the contact information for the district administrator who is knowledgeable of your firm's performance:

Name: Mr. Robert Detweiler
Title: Director of Finance and Operations
Area Code/Phone #: 413-362-1815
Email Address: detweilerr@arps.org

District/Client Name: Masconomet Regional School District
Status (check one): ☒ Active ☐ Discontinued/Terminated

If your company's services were discontinued or terminated, explain why below.

--

List Service Years with District/Client:

8/09	present

List the contact information for the district administrator who is knowledgeable of your firm's performance:

Name: Ms. Susan Givens
Title: Chief Financial Officer
Area Code/Phone #: 978-887-2323, ext. 6112
Email Address: sgivens@masconomet.org

District/Client Name: Fall River Public Schools
Status (check one): ☒ Active ☐ Discontinued/Terminated

If your company's services were discontinued or terminated, explain why below.

--

List Service Years with District/Client:

8/10	present

List the contact information for the district administrator who is knowledgeable of your firm's performance:

Name: Mr. Thomas Coogan
Title: Chief Operating Officer
Area Code/Phone #: 508-675-8420, ext. 409
Email Address: tcoogan@fallriverschools.org

District/Client Name: Grafton Public Schools
Status (check one): ☒ Active ☐ Discontinued/Terminated

If your company's services were discontinued or terminated, explain why below.

--

List Service Years with District/Client:

8/10	present

List the contact information for the district administrator who is knowledgeable of your firm's performance:

Name: Ms. Teresa Tracy
Title: Director of Finance
Area Code/Phone #: 508-839-5421
Email Address: tracyt@grafton.k12.ma.us

Request for Proposal for Management of a School Food Service Program

District/Client Name: Newton Public Schools
Status (check one): ☒ Active ☐ Discontinued/Terminated

If your company's services were discontinued or terminated, explain why below.

--

List Service Years with District/Client:

12/10	present

List the contact information for the district administrator who is knowledgeable of your firm's performance:

Name: Ms. Sandra Guryan
Title: Assistant Superintendent of Business and Finance
Area Code/Phone #: 617-559-9025
Email Address: sandra_guryan@newton.k12.ma.us

District/Client Name: Franklin Public Schools
Status (check one): ☒ Active ☐ Discontinued/Terminated

If your company's services were discontinued or terminated, explain why below.

--

List Service Years with District/Client:

8/11	present

List the contact information for the district administrator who is knowledgeable of your firm's performance:

Name: Ms. Miriam Goodman
Title: School Business Administrator
Area Code/Phone #: 508-553-4825
Email Address: goodmanm@franklin.k12.ma.us

Request for Proposal for Management of a School Food Service Program

District/Client Name: Boston Public Schools

Status (check one): ☒ Active ☐ Discontinued/Terminated

If your company's services were discontinued or terminated, explain why below.

--

List Service Years with District/Client:

8/11	present

List the contact information for the district administrator who is knowledgeable of your firm's performance:

Name: Mr. John McDonough

Title: Chief Financial Officer

Area Code/Phone # 617-635-9247

Email Address jmcDonough@boston.k12.ma.us

District/Client Name: Wakefield Public Schools

Status (check one): ☐ Active ☒ Discontinued/Terminated

If your company's services were discontinued or terminated, explain why below.

The district decided to become self-operated and therefore, did not renew the management contract.

List Service Years with District/Client:

8/09	8/11

List the contact information for the district administrator who is knowledgeable of your firm's performance:

Name: Mr. Michael Connelly

Title: Business Manager

Area Code/Phone # 781-246-6406

Email Address mconnelly@wakefield.ma.us

Exhibit K, Part 3, C – Reference List

FSMC Name: Whitsons New England, Inc.

Name: Ms. Sandra Guryan
Title: Assistant Superintendent of Business and Finance
Client Organization: Newton Public Schools
Address: 100 Walnut Street, Newtonville, MA
02160
Area Code / Phone #: 617-559-9025
Email Address (if available): sandra_guryan@newton.k12.ma.us

Name: Mr. John Danizio
Title: Business Manager
Client Organization: Winchester Public Schools
Address: 154 Horn Pond Brook Road, Winchester,
MA 01890
Area Code / Phone #: 781-721-0080
Email Address: (if available) jdanzio@winchester.k12.ma.us

Name: Ms. Susan Givens
Title: Chief Financial Officer
Client Organization: Masconomet Regional School District
Address: 20 Endicott Road, Topsfield, MA 01983
Area Code / Phone #: 978-887-2323, ext. 6112
Email Address (if available): sgivens@masconomet.org

Exhibit K, Part 4, A – Team Member Roster Form

FSMC Name: Whitsons New England, Inc.

Team Member

Joseph Armenti

Title:

District Manager

Role in SFA's Food Service Program

Oversee the performance of our school food service operations, ensuring that every phase of the dining services—menu planning, preparation and presentation, inventory, staffing, sanitation and catering—is carried out to achieve total satisfaction.

Team Member

John Gersbeck

Title:

Senior VP, School Nutrition

Role in SFA's Food Service Program

Additional support for DM, working to ensure you receive the highest quality services, and will be actively involved in both transition and monitoring of day to day management.

Team Member

John Whitcomb, FMP

Title:

Chief Operating Officer

Role in SFA's Food Service Program

One of our company owners, John will be involved in the start-up process. Thereafter, during his visits, he will consult with the management team and school liaisons to ensure continued satisfaction.

Team Member

Ozzie Orsillo

Title:

Regional Vice President, Sales

Role in SFA's Food Service Program

With over 35 years in the industry, ten of which have been dedicated to school nutrition services, Ozzie has worked with more than 60 school districts in the region, helping them meet their school dining program objectives. He will be an excellent resource on the team and will help ensure that our program will exceed your expectations.

Team Member

Richard Sandmann

Title:

Executive Chef/Culinary Trainer

Role in SFA's Food Service Program

Assists in the training of staff and helping them to learn the Whitsons branded station menu concepts. He is an innovative chef who will train your team members, bring new ideas for menu items, demonstrate new recipes and even work directly with your students to increase interest and participation in the dining program.

Team Member

Kimberly Reynolds

Title:

Elementary Travelling Chef

Role in SFA's Food Service Program

Assists in training and promotional programs at the elementary schools. She works with the teams to add excitement to the elementary programs.

Team Member

April Liles, RD

Title:

Regional Registered Dietitian

Role in SFA's Food Service Program

Available to analyze our menus to ensure they meet the nutritional guidelines of the district, the state and the USDA.

Attach a resume for each team member listed in Exhibit K, Part 4, A to this form. This form may be copied if additional team members need to be listed. Label the resume as Exhibit K, Part 4, B.

Exhibit K, Part 4, C – Company Organization Information

FSMC Name: Whitsons New England, Inc.

Briefly describe the company's organization, and how its resources will be used for the benefit of the SFA's food service program.

School Nutrition is Our Specialty

Whitsons School Nutrition provides a wide range of highly customized dining services, with a strong focus on nutritious, high quality menus made from fresh, wholesome ingredients. Founded in 1979 by Elmer and Gina Whitcomb, Whitsons is still owned and operated by the Whitcomb family today. We offer the perfect blend of family values and vast resources, providing you with the highest quality individualized service. Our "back to basics" approach to school nutrition has enabled us to get to the heart of what matters to you, serving wholesome, great tasting food and teaching your students to make nutritious meal and snack choices, thus setting the stage for your students to enjoy a more enriching educational experience.

We serve 72 school districts throughout the Northeast. In addition to school nutrition, Whitsons' scope of expertise and services extends to: corporate dining, on-site meal services for residential and healthcare clients, prepared meals, emergency dining and vending services.

Our Management Philosophy

Our philosophy is based on the principles of People, Food and Communication. We treat our team members and customers as members of our family. Whitsons currently employs approximately 3000 team members, while simultaneously managing approximately 600 client employees. Whitsons' first priority is ensuring a smooth transition for all team members, and we will work with your existing staff to make your service a success. We believe this approach ensures a depth of experience and a continuity of service that is of particular value to your district. The food service director we place in your district will work diligently to win the cooperation and earn the respect of current food service employees. We want them to be proud of the important work they are doing—providing your children with delicious and nutritious food.

We also place a high level of importance on serving the best quality food, made with pride from wholesome ingredients. This commitment to quality is woven into every fiber of our organization, from our purchasing specifications to recipe development, training programs, concept development, marketing, etc....all of which combine to provide our team members with the tools they need to exceed our customers' expectations.

Adherence to an open communications policy with our team members, clients and customers enables Whitsons to provide your school community with unparalleled quality and service and the capability to meet your needs, now and as they evolve in the future. Our management team creates a true partnership with the food service team members, establishing an open line of communication and feedback, and involving the on-site team in making decisions. Since many of the food service workers have been in the schools for some time, we value their opinions and insights into what the students and community are looking for in the nutrition program. Together, with our blend of expertise and their knowledge of customer preferences, we will ensure a partnership committed to serving high quality meals that exceed your expectations.

Attachments:

- Company Organization Chart
- On-Site Management/Administrative Chart
- Bid Bond/Performance Bond
- Most recent Audited Annual Report

Exhibit L- Personnel and Staffing Plans

1. Personnel Costs:

Job Category	Number of Positions	Average Hourly Wage	Average Hours Per Week	Total Cost Per Week
Director/Supervisor	3	See Price Proposal	45	See Price Proposal
Kitchen Managers	-	See Price Proposal	-	See Price Proposal
Leads / Cooks	9	See Price Proposal	33	See Price Proposal
Assistants	26	See Price Proposal	12	See Price Proposal
Cashiers	10	See Price Proposal	27	See Price Proposal
Other Clerk & Utility	2	See Price Proposal	38	See Price Proposal
TOTAL	50	See Price Proposal	1088	See Price Proposal

a. ☐ Yes ☐ No Does the FSMC intend to hire and fire all food service employees? *See Price Proposal*

b. Describe fringe benefits that will be provided for the FSMC's food service employees. *See Price Proposal*

2. Staffing Plan:

a. Attach a detailed staffing plan for each food service operation using the following format. Within each table, list job titles in order from highest to lowest classification. Label as Exhibit L, 2, a.

Salaried Positions				
Job Title	Number of Positions	Monthly Salary	Benefits	Retirement Program
Food Service Director	1	See Price Proposal	See Price Proposal	See Price Proposal
Assistant FSD	1	See Price Proposal	See Price Proposal	See Price Proposal
Chef	1	See Price Proposal	See Price Proposal	See Price Proposal

Hourly Positions				
Lexington High School Job Title	Number of Positions	Monthly Salary	Benefits	Retirement Program
Clerk	1	See Price Proposal	See Price Proposal	See Price Proposal
Cook	1	See Price Proposal	See Price Proposal	See Price Proposal
Cashier	6	See Price Proposal	See Price Proposal	See Price Proposal
FSW	6	See Price Proposal	See Price Proposal	See Price Proposal
Utility	1	See Price Proposal	See Price Proposal	See Price Proposal

Clarke Middle School Job Title	Number of Positions	Monthly Salary	Benefits	Retirement Program
Lead / Cook	1	See Price Proposal	See Price Proposal	See Price Proposal
Cashier	2	See Price Proposal	See Price Proposal	See Price Proposal
FSW	2	See Price Proposal	See Price Proposal	See Price Proposal

Diamond Middle School Job Title	Number of Positions	Monthly Salary	Benefits	Retirement Program
Lead / Cook	1	See Price Proposal	See Price Proposal	See Price Proposal
Cashier	2	See Price Proposal	See Price Proposal	See Price Proposal
FSW	2	See Price Proposal	See Price Proposal	See Price Proposal

Bowman School Job Title	Number of Positions	Monthly Salary	Benefits	Retirement Program
Lead / Cook	1	See Price Proposal	See Price Proposal	See Price Proposal
FSW	3	See Price Proposal	See Price Proposal	See Price Proposal

Bridge School Job Title	Number of Positions	Monthly Salary	Benefits	Retirement Program
Lead / Cook	1	See Price Proposal	See Price Proposal	See Price Proposal
FSW	3	See Price Proposal	See Price Proposal	See Price Proposal

Fiske School Job Title	Number of Positions	Monthly Salary	Benefits	Retirement Program
Lead / Cook	1	See Price Proposal	See Price Proposal	See Price Proposal
FSW	2	See Price Proposal	See Price Proposal	See Price Proposal

Harrington School Job Title	Number of Positions	Monthly Salary	Benefits	Retirement Program
Lead / Cook	1	See Price Proposal	See Price Proposal	See Price Proposal
FSW	3	See Price Proposal	See Price Proposal	See Price Proposal

Estabrook School Job Title	Number of Positions	Monthly Salary	Benefits	Retirement Program
Lead / Cook	1	See Price Proposal	See Price Proposal	See Price Proposal
FSW	3	See Price Proposal	See Price Proposal	See Price Proposal

Hasting School Job Title	Number of Positions	Monthly Salary	Benefits	Retirement Program
Lead / Cook	1	See Price Proposal	See Price Proposal	See Price Proposal
FSW	2	See Price Proposal	See Price Proposal	See Price Proposal

