

**WELLESLEY  
PURCHASING DEPARTMENT**

***CONTRACT FOR THE  
WELLESLEY PUBLIC SCHOOLS***

**REQUEST FOR PROPOSALS:**

***WELLESLEY PUBLIC SCHOOLS - FOOD SERVICE MANAGEMENT***

***RFP #2020-01***

# REQUEST FOR PROPOSALS #2020-01

## WELLESLEY PUBLIC SCHOOLS

### Management and Operation of the Food Service Program serving Wellesley Public Schools

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**REQUEST FOR PROPOSALS #2020-01**

**WELLESLEY PUBLIC SCHOOLS**

**Management and Operation of the Food Service Program serving Wellesley Public Schools**

**I. RFP Timeline and Decision to Use a Request for Proposals**

**A. Timeline of Events:**

<b>Event</b>	<b>Date</b>
Release of RFP.	March 11 <sup>th</sup> , 2020
<p><b>MANDATORY Pre-Proposal Meeting &amp; Site Visit</b> - each proposer must sign in and out of the pre-proposal meeting. Any proposer not signing in and out of the meetings will not be eligible to submit a proposal.</p> <p><b>Propers shall meet at the Wellesley Public Schools Administration Office, 40 Kingsbury St, Wellesley, MA 02481</b></p> <p><b>Transportation will provide the Mandatory Site Visits:</b>  <b>Wellesley Middle School</b>  <b>Wellesley High School</b>  <b>Elementary Schools</b></p> <p><b>Upon conclusion of the Site Visits, there will be a Pre-Proposal conference in the Superintendent Conference Room #2 to discuss the Site Visits and any questions proposers may have.</b></p>	9:00 a.m.-2:00 p.m. April 2 <sup>nd</sup> , 2020
Final Questions to be submitted to <a href="mailto:schoolbids@wellesleyma.gov">schoolbids@wellesleyma.gov</a> no later than	10:00 a.m., April 13 <sup>th</sup> , 2020
Final Answer to FSMC Questions	April 17 <sup>th</sup> , 2020
Proposal Submittals Due	2:00 p.m., April 27 <sup>th</sup> , 2020
Interview FSMC's	May 4 <sup>th</sup> -8 <sup>th</sup> , 2020
Proposal Evaluation Completed	May 22 <sup>nd</sup> , 2020
Contract Award Date	June 2 <sup>nd</sup> , 2020
FSMC Starts Services	July 1 <sup>st</sup> , 2020

**\*PLEASE NOTE: these dates are subject to change.**

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## Decision to Use a Request for Proposals

In accordance with M.G.L. Chapter 30B, section 6, on behalf of Wellesley Public Schools (WPS), is requesting proposals from qualified food service management companies (FSMC) for the management and operation of the food service program for the Wellesley Public Schools. The Chief Procurement Officer has determined that in order to select the most advantageous proposal for this search for an FSMC, comparative judgments of technical factors in addition to price will be necessary. The Town believes that the FSMC serving in this capacity must have extensive experience in management and operations, education services, a detailed plan of services, as well as recommendations and an implementation plan. The School Lunch Program will be designed to be self-sustaining and will incur no additional cost to the School District.

The Wellesley School Committee will assign an Evaluation Committee to evaluate each proposal. After a review of the technical proposals, the Evaluation Committee will schedule interviews with all Proposers who have been deemed responsive and responsible with reference checks to follow. The successful Proposer will be expected to develop and implement a management plan in accordance with the proposal requirements as further described herein, no later than July 1, 2020.

## II. INSTRUCTIONS TO PROPOSERS AND TECHNICAL PROPOSAL

- A. **GOVERNING LAW and DEADLINE FOR SUBMISSION:** All proposals must be submitted in accordance with Massachusetts General Laws Chapter 30B, Section 6, to the Wellesley Public Schools at the Central Administration Office 40 Kingsbury Street Wellesley MA 02481, no later than **2:00 p.m., April 27th, 2020 as noted on the clock in the Registration desk at the Central Office.**

**ONE (1) original, FIVE (5) copies and FIVE (5) Flash Drives of the Technical Proposal, and ONE (1) hard copy of the Price Proposal, in separately sealed envelopes.**

Envelopes shall be marked:

**“TECHNICAL PROPOSAL - RFP #2020-01 WPS-Food Service Management Services”**

**“PRICE PROPOSAL - RFP #2020-01 WPS-Food Service Management Services”**

**Proposals must have information submitted in the same order of the criteria as listed in this RFP and pages shall be numbered in the bottom footer. Proposals must have a Table of Contents listing the specific page number which provides the documentation that demonstrates they have met each of the criteria listed (simply stating that you can meet the criteria will not deem your RFP responsive, you must provide documentation that demonstrates your ability to meet the criteria).**

**Faxed proposals will not be accepted.**

**Each Technical Proposal must contain a section for each of the following: each item in Section II-paragraph E-items 1-5, MINIMUM CRITERIA, EVALUATION CRITERIA, as well as Attachments A, B, C & D. Be sure to include a Letter of Interest, Company History, Technical Proposal (not to exceed 75 pages excluding company financial reports and HR policy manuals), examples of comparable projects, and resumes of key personnel. Documentation must be contained in each section to prove responsiveness to each requirement. Proposals received without the required documentation for each section may be deemed unresponsive.**

**\*The mandatory pre-proposal meeting and site visits will be held on April 2<sup>nd</sup>, 2020 at 9:00 a.m. in the Superintendent Conference Room #2 at Wellesley Public School’s Administration Office. During the tour, vendors will be allowed to visit a sample of elementary schools and both secondary schools so that they can examine kitchens, cafeterias, receiving and storage areas where services will be provided. Transportation will be provided. **No other meetings or site visits will be scheduled.****

- B. **QUESTIONS/ADDENDUMS:** Inquiries involving procedural or technical matters should be directed in writing, no later than **10:00 a.m., April 13<sup>th</sup>, 2020** to [schoolbids@wellesleyma.gov](mailto:schoolbids@wellesleyma.gov) or

Tricia Simeone, Purchasing Coordinator  
Attn: Food Service Bid Questions  
Wellesley Public Schools  
40 Kingsbury Street  
Wellesley, MA 02481

**ADDENDUM:** Each proposer is required to acknowledge any/all Addenda. Proposers shall place their acknowledgment as the first line of their Transmittal/Cover Page which shall be placed as the first page of the “Technical Proposal” as well as in the designated line of the “Price Proposal”.

Addenda will be posted online and emailed to every individual or firm on record as having received a set of Contract Documents. If you have downloaded the Request for Proposal from the internet, you must make your company known to the Wellesley Public Schools by emailing your company’s: name, address, phone, fax, and email address and include the RFP NUMBER (2020-01) and project title. It is the contractor’s sole responsibility to ensure that they have received all addenda’s prior to the RFP submittal date. Copies of addenda will be made available at the **Business Office, Wellesley Public Schools, 40 Kingsbury Street, Wellesley, MA 02481** and on the School’s website: <https://wellesleyps.org/business-office/bids/>.

**If you have downloaded the RFP please be sure to email us at [schoolbids@wellesleyms.gov](mailto:schoolbids@wellesleyms.gov) with your name, address, phone and fax numbers, email address and what RFP number and project title you have downloaded.**

- C. **EXAMINATION OF DOCUMENTS:** Each proposer shall be satisfied, by personal examination of the location of the contemplated services and by any other means, as to the requirements of the contemplated services to enable the intelligent preparation of this proposal. The proposer shall be familiar with all RFP documents before submitting the proposals in order that no misunderstanding shall exist in regard to the nature and character of the contemplated services to be performed. No allowance will be made for any claim that the proposal is based on incomplete information as to the nature and character of the area or contemplated service.
- D. The Wellesley Public Schools reserves the right to waive any informality in all RFP’s, and/or to reject any or all RFP’s, in-whole or in-part, if it is in the public or town’s interest to do so.
- E. Technical Proposal (**not to exceed 75 pages excluding financial reports and Human Resource manuals**) must include the following information, in addition to the Minimum & Evaluation Criteria
1. Transmittal sheet including acknowledgment of any Addendum for this RFP
  2. A Letter of Interest including a brief history of your company and company’s experience providing school food services.
  3. An organizational chart indicating names and positions, current resumes, summaries of credentials and the number of years of experience providing food service management services for public school districts for the Food Service Director “FSD” and all other management personnel who will work with the Wellesley School Committee and Central Staff on this contract. Note that the contract will require that the same FSD be assigned to this contract for the first year. Any changes to the FSD needs to be pre-approved, in writing, by the Wellesley Public School’s Assistant Superintendent for Finance and Operations. A full team is to be assembled to provide these services to meet the requirements of this RFP.
  4. Provide copies of your audited financial statements or tax returns signed by the preparer demonstrating the company’s profitability for the three (3) previous fiscal years
  5. A list of all North East Region public school districts for which the FSMC has provided similar food

service management services as described in this RFP during the past five years. Include at least one district that has provided meals from a central production facility managed and staffed by FSMC.

6. References\*: A minimum of three references from public school systems that engaged the FSMC to successfully provide food service management services with recommendations and an implementation plan that met all of the school, federal and state needs and requirements.
  - a. References are to include a one-paragraph synopsis, dates of service, client's names, addresses, email addresses, and telephone numbers. Please include each reference district's annual financial status prior to and after receiving your management services over the most recent three (3) years of service. These references must include at least one reference from a public school district with a minimum of nine (9) schools and a minimum population of 5,000 attending students. And a free and reduced population below 15%.
  - b. If the FSMC has had a contract terminated for default during the past five (5) years, all such incidents must be described. "Termination for default" is defined as notice to stop performance due to the FSMC's non-performance or unacceptable performance. Describe the previous terminations for default that have occurred during the past five (5) years, including the other party's name, address and telephone number. Present the FSMC's position on the matter. Please indicate if the FSMC has experienced no such termination for default in the past five (5) years.
  - c. If the FSMC has had a contract in the North East which ended and they were not the succeeding FSMC, or not renewed for any reason, a contract terminated for convenience, non-allocation of funds, or any other reason, during the past five (5) years, describe fully all such ending, non-renewals, terminations, including the name, address and telephone number of the former client.

*\*One member of the Evaluation Committee will check references of all Proposers who were interviewed. The same questions will be asked of each reference. The Committee member who checks the references will prepare a report for the remaining evaluators.*

7. Provide an operational plan that details how your company plans to operate WPS' food service program particularly with respect to any changes planned in the production, service, and accountability of meals. Include an organization chart. Briefly describe ways your company has creatively overcome facilities limitations to improve food services and increase participation.
8. Provide a transition plan to include detailed identification of tasks, timelines, and resources required to ensure seamless continuity of operations. This transition plan must include a detailed transition/start-up plan from pre-planning June 1<sup>st</sup>, 2020 through the start of school for the first month through September 30<sup>th</sup>, 2020.
9. The FSMC shall provide appropriate staff to manage the District's food service operations in cooperation with school district administration and to provide assistance in a timely and professional manner with any personnel conflicts and concerns that may arise on a daily basis.
  - a. The FSMC is expected to provide a schedule of hours and the number of positions at each school location.
  - b. The FSMC shall have the sole responsibility to compensate its employees and new employees as they are hired, including all applicable taxes, insurance, and worker's compensation. Personnel employed by the FSMC are the sole responsibility of the FSMC, not employees of the District. Therefore the FSMC will establish its own terms and conditions of employment for its employees. The Food Service Director proposed for this program must have a minimum of five (5) years of experience in food service and an established track record of managing a successful program within a school district.
  - c. The FSMC will comply with all wage/hours employment requirements of federal and state law.

- d. The District adheres to state regulations in screening prospective employees by complying with criminal background check/ fingerprint regulations required by law for all new hires and makes determinations.
  - e. The FSMC shall comply with all "I 9" regulations.
  - f. The FSMC shall comply with Title VI of the Civil Rights Act of 1964 and the regulations of the United States Department of Agriculture issued thereunder and any additions or amendments thereto. Respondents will certify by signing the RFP forms that the FSMC is in compliance.
  - g. It is the responsibility of the FSMC to ensure that all OSHA and Hazardous Communication Act regulations applying to this job are adhered to at all times.
  - h. The FSMC shall instruct its employees to abide by the policies, rules, and regulations, with respect to its use of District premises as established by the District from time to time and which are furnished in writing to the FSMC.
  - i. WPS will have the right to require the removal or discharge of FSMC employees for unsatisfactory performance or those that conduct themselves in a manner which is detrimental to the physical, mental or moral well being of students, staff and faculty, as determined by the District, provided the demand to do so is submitted in writing to the FSMC. An actual discharge will be in compliance with all applicable laws for the state and the federal government. In the event of the removal or suspension of any such employee, the FSMC shall immediately restructure its staff without disruption in service.
  - j. All food service personnel assigned to each school shall be instructed by the FSMC on the use of all emergency switches, and fire and safety devices in the kitchen and cafeteria areas.
10. CORI checks shall be completed by the Wellesley Public Schools on all food service employees prior to their starting date as outlined in the Commonwealth of Massachusetts Education Reform Law of 1994.
11. Provide an outline of your company's training program for food service workers and management personnel.
12. Briefly describe your purchasing philosophy with regard to price, quality, and service. Demonstrate that commodities are purchased at a competitive price.
13. Briefly describe your purchasing philosophy with regard to buying local and regional food. Provide examples of policies, agreements or contracts.
14. FSMC's record keeping, reporting and accounting system must satisfy federal and/or state requirements. Delineate how daily meal count and cash records are kept at the site and school department level. Describe filing and month-end reporting procedures. Describe internal control systems including inventory control, edit checks worksheet, manager's reports. Please attach samples of all forms and reports.
15. All food served shall comply with the following minimum specifications:
- a. Meat & Poultry: All meat and poultry products shall be processed under the continuous inspection of the United States Department of Agriculture. Only meat and poultry meeting the following grade standards shall be used:
 

<u>Item</u>	<u>Minimum Grade</u>
Beef	USDA Choice or better
Pork	USDA Grade 1
Veal	USDA Choice
Poultry Chicken (fryers)	USDA Grade A

Fowl  
Turkey

USDA Grade A or B  
USDA Grade A or B

- b. Cured Processed Meats: Bologna, frankfurters, luncheon meats, salami, and others shall be made from beef and/or poultry and meet all requirements for that product. No variety of meats, fillers, extenders, non-fat milk solids, or cereal will be allowed.
  - c. Non-Cured Meat Products: Fillers not approved as a protein source by the United States Department of Agriculture Food and Nutrition Service (FNS) may not be included as cooked meat weight.
  - d. Fish & Seafood: Frozen fish and seafood ingredients shall be manufactured under the continuous inspection of the United States Department of Commerce: Grade A.
  - e. Dairy Products: All dairy products shall be United States Department of Agriculture Grade A, where applicable. Cheese food or cheese spread are not permitted; cheese alternates may be used.
  - f. Vegetables: All frozen vegetables shall be United States Department of Agriculture, Grade A. All fresh vegetables must be ready for consumption per USDA Food Buying Guide.
  - g. Fruits: Canned or frozen – United States Department of Agriculture Grade A Fancy – must comply with standards of identity for the product and provisions of the Food, Drug and Cosmetic Act and must be packed in water, light syrup, or their natural juices. Fresh fruit shall be USDA Fancy or Grade 1, and size must provide at least one-half cup fruit equivalency. Juices must be USDA Grade A.
  - h. Bread: Packaged bread & buns shall be dated for freshness by the manufacturer.
16. Menus: A twenty-one (21) day menu for each level (high, middle and elementary) must be included with each proposal.
17. Forms: A signed Certificate of Non-Collusion, as well as a signed Attestation Form (Certificate of Payment of Taxes to the Commonwealth of Massachusetts) and a signed Certificate of Authority. Forms are provided for all of these submissions in attachments A, B and C as also listed under Minimum Criteria.



### III. EVALUATION OF PROPOSALS

There will be no public opening of submitted proposals. Following the deadline for receipt, the *Chief Procurement Officer* will open the Technical Proposals and prepare a register of those firms submitting proposals which shall be available for public inspection and available from the Wellesley Public School Business Office (Patricia Simeone, Purchasing Coordinator). All proposal contents shall remain confidential until the evaluation is final and the award has been made.

The Technical proposals shall be evaluated by a committee formed by the Wellesley Public Schools who shall prepare their evaluation based on the criteria contained herein.

Upon completion of the technical evaluation, the *Chief Procurement Officer* will open and evaluate the Price Proposals. A contract will be awarded to the responsive and responsible proposer whose proposal is determined to be most advantageous taking into consideration cost and evaluative criteria. In accordance with the M.G.L. c.30B, s.9, the District reserves the right to reject any and all proposals, in whole or in part, and to award a contract as determined to be in the best interests of the District.

All proposals shall remain firm for ninety (90) calendar days after the proposal opening.

### IV. SCOPE OF WORK

#### A. Purpose

This RFP will enable the Wellesley School Committee to clearly compare and analyze available food service management companies. The Wellesley School Committee is requesting proposals for a food services operations management fee contract. The FSMC will assume responsibility for the efficient management and operation of the Food Service Program including, but not limited to the following:

Providing, hiring and supervising personnel	Development and training personnel
Purchasing	Setting up cafeteria lines
Ordering	Preparation and service of meals
Receiving	Housekeeping and sanitation
Storing product	Special functions
Inventory management	Menu development to create optimum student participation
Processing and payment of invoices	Compliance with federal and state regulations
Maintenance of records	Work with a school wellness committee
Revenue deposits	Work with a school sustainability committee

#### Lunch and Breakfast Schedule (School Year 2020-2021)

Schools	#	1st	2nd	3rd	4th	5th
Bates Lunch	5	11:30	11:50	12:10	12:30	12:50
Fiske Lunch	3	11:30	12:10	12:50		
Hardy Lunch	3	11:50	12:20	12:40		
Hunnewell Lunch	3	12:00	12:20	12:40		
Schofield Lunch	3	11:40	12:00	12:20		
Sprague Lunch	5	11:35	11:55	12:15	12:35	12:55
Upham Lunch	2	12:05	12:40			
Middle School Lunch	3	11:23	11:52	12:21		
High School Lunch	3	10:45	11:18	11:50		
Middle School Breakfast	1	7:20-7:45				
High School Breakfast	1	7:15-9:15				

**B. Pricing\*** - The prices charged for the 2019-2020 school year are as follows:

Level	Breakfast	Lunch
Elementary	N/A	\$3.25
Middle schools	\$1.50	\$3.65
High schools	\$1.50	\$3.65
Adults	Includes tax	\$5.00
Milk	\$.75	\$.75

*\*These prices may only be changed upon mutual agreement of the Wellesley School Committee and the FSMC. In addition, the awarded FSMC must comply with all Wellesley School Committee rules, regulations and policies.*

**C. General Conditions** – The following general conditions apply:

1. In providing management services for WPS' food service operation, the FSMC shall comply with the applicable provisions of the National School Lunch Act, as amended, and the United States Department of Agriculture (USDA) regulations set forth in 7 CFR 210.
2. No alterations, changes, or improvements shall be made to the areas granted to the FSMC without obtaining the prior written permission of WPS.
3. WPS shall have unlimited access to all areas used by the FSMC for purposes of inspections and audits.
4. WPS will furnish all necessary capital equipment to operate the food service program. At the time of contract signing, an itemized inventory of all items furnished by WPS, including the miscellaneous kitchen items is to be certified by representatives of both parties.
5. WPS shall be responsible for repairs to all equipment, permanent fixtures, such as faucets, lights, sewers, air conditioning, heating and all other electrical work-related or not directly related to a specific piece of food service equipment.
6. All FSMC's will include the annual cost (up to \$20,000) of food service equipment repair(as indirect costs charged to the program but paid by WPS) as detailed in the Designation of Program Expenses and Responsibilities (Attachment E).
7. Upon termination of the contract, the FSMC will surrender to WPS all equipment and furnishings located in the food service facilities and/or as listed on the certified inventory list of all WPS owned property (both capital and/or expendable). Such property and equipment, or its equal quality replacement, must be returned to WPS in the same good order and condition as when received by the FSMC, reasonable wear and tear, damage from fire, and other hazards alone accepted.

**D. Bonds and Insurance**

1. The FSMC shall procure and maintain throughout the term of the contract, as a direct cost of operation, the following insurance requirements:
  - **General Liability** of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit. The Town should be named as an "Additional Insured".
  - **Automobile Liability** of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Town should be named as an "Additional Insured".
  - **Workers' Compensation Insurance** as required by law.

- **Property Coverage** for materials and supplies being transported by the contractor, as the Town’s Property Contract provides coverage for personal property within 1,000 feet of the premises.
- **Umbrella Liability** of at least \$5,000,000/occurrence, \$5,000,000/aggregate. The Town should be named as an "Additional Insured".

A Certificate of Insurance for all required policies should be provided by the FSMC within ten (10) days of the award. As stated above, the FSMC shall have the liability insurance written to name as “additional insured” the Town of Wellesley and Wellesley Public Schools.

The FSMC shall be required to:

Submit with the proposal an assurance by a surety authorized to conduct business within the Commonwealth of Massachusetts that, if selected as the successful FSMC and upon award of the contract, a Performance Bond will be issued annually in the amount of **\$1,000,000**.

2. Submit with the “PRICE” proposal a Bid Bond equal to 5 percent (5%) of the projected annual operating costs.
3. 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).
4. The FSMC shall submit the performance security to the WPS within ten (10) days of notification of award of program operations. Such performance security shall be maintained for the term of the contract.
5. The contract for insurance shall provide for notice to the WPS of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.

**E. Objectives of the District:**

WPS requests that the FSMC assemble a food service team as needed to successfully manage all food service operations to meet the requirements of this RFP. The successful FSMC shall conduct the food services program in a manner which best fulfills the following objectives:

Objectives of the District	
1.	Provide the best variety, nutrition and service while maintaining the current prices at a breakeven financial operation. Good variety, great taste, freshness, authenticity, healthy/nutritious choices, ambiance, and excellent service will be the norm, not the exception. The FSMC will be expected to embrace the “Healthy, Hunger-Free Kids Act” and comply in the menus offered under the same.
2.	The FSMC must be innovative in providing appropriate food concepts that will attract and retain the students in a comforting and comfortable atmosphere.
3.	Maximize participation and operate the food service program at no cost to the District.
4.	Promote nutritional awareness whenever the food service program can interface with district educational programs.
5.	Maximize student interest/participation by seeking their input, implementing menu variations and by good communications with all interest groups.
6.	Provide experienced staff to support operational efficiencies, as well as management staff and structure which will offer adequate help and focus to accomplish a smooth transition and ensure that WPS’s school food service program is one of consistently top quality and of positive regard by students, staff and the public.
7.	Provide a comprehensive training program and development calendar to include but not limited to: units on food handling, food safety, hospitality, Serve Safe training and mandatory Hazard Analysis Critical Control Point training and certification.
8.	To apply the best professional efforts to keep the cost of service within budget.
9.	To operate within the laws established by state and federal agencies that regulate the school lunch program.
10.	To keep the District apprised of legislation that may impact the food services program.

### Objectives of the District

11. To make periodic recommendations regarding operational and/ or equipment needs which WPS may adopt, partially adopt, or abandon.
12. Establish a formal structure to routinely and continuously gather input from students, staff and the public about food services.
13. Establish and conduct management and staff training programs that will ensure staff development, proper supervision and consistent quality control both in production and service.
14. Operate a food service program that is self-sufficient and does not require a subsidy from general school funds.
15. Provide a financial reporting system that meets WPS, state and federal requirements.
16. Provide the WPS Administration with monthly operating statements and information regarding the food service program.
17. Should there be a change in FSMC, provide for a smooth and seamless transition from the incumbent FSMC to the new FSMC.
18. WPS will provide on-going monitoring of the contract. All FSMCs will include the annual cost of these services as indirect costs charged to the program but paid by WPS as detailed in the Designation of Program Expenses and Responsibilities.
19. WPS will provide a van driver to the program charged back to the FSMC as outlined in the Designation of Program Expenses and Responsibilities.
20. Improve the menu offerings at all schools while meeting the current federal guidelines for the School Breakfast Program and the National School Lunch Program.
21. Increase the participation of all students.
22. Align the ala carte offering in all schools to coincide with HHFKA initiatives.
23. Maintain and expand upon the Town's sustainability efforts, including but not limited to: eliminating single-use plastic bottles and beverage containers (using aluminum cans instead), composting food preparation scraps and plate waste, and reducing waste.

## V. MINIMUM CRITERIA

All proposals must have a section in their proposal labeled MINIMUM CRITERIA and must provide all necessary documentation as evidence that they meet each of the following minimum criteria in order to be considered for further evaluation. If you have placed your documentation elsewhere in this technical proposal, you shall indicate the page number where that documentation can be found within your technical proposal. **If documentation or identification of page number is not clearly evident for each criterion the proposal may be deemed unresponsive.**

- A. FSMC has a minimum of five (5) years of favorable experience providing school food management services at no expense to public school districts with at least one (1) district that provides meals from a central kitchen staffed and managed by the FSMC.
- B. FSMC has successfully managed a minimum of five (5) public school district food service programs in the North East Region in the last five (5) years and developed recommendations and implementation programs that fully satisfied the school, federal and state law needs and requirements with a least one district consisting of a minimum of ten (10) schools and a minimum of 5,000 attending students with a free and reduced population under 15%. Provide district name, contact person and district size and the number of schools. The Wellesley Public Schools will contact three from the list for references.
- C. The FSMC has the ability to provide Performance Bond prior to contract execution.
- D. Certification as a Food Service Management Company by the Commonwealth of Massachusetts (submit a copy of your certificate with this RFP).
- E. Certificate of Non-Collusion
- F. Attestation - Certificate of Compliance with State Tax Laws, Massachusetts General Law 62C, Section 49
- G. Certificate of Authority
- H. "Foreign" certificate
- I. This proposal requires (as a minimum) a breakeven or zero deficit program to WPS for the length of the contract. Proposer makes a statement that no payment or subsidized reimbursement shall be made for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the sponsor for each food component specified in the School Lunch Pattern or do not otherwise meet the requirements of the contract.
- J. FSMC must submit with its proposal a comprehensive list of assumptions used in the construction of its financial proposal set forth in Attachment F. This list shall include both assumptions referencing income and participation growth and major cost category reductions.

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## VI. COMPARATIVE CRITERIA

All proposals must have a section labeled COMPARATIVE CRITERIA and must provide all necessary documentation as evidence that they meet each of the following criteria. If you have placed your documentation elsewhere in this technical proposal, you shall indicate the page number where that documentation can be found. If documentation or identification of page number is not clearly evident for each criterion the proposal may be deemed unresponsive. The evaluation of the Technical Proposals will be based on the “comparative criteria” described in this section. In accordance with applicable Massachusetts law, the following scale will be used to rate each evaluation criterion, as well as to determine a composite rating for each proposal:

**“Highly advantageous”**  
**“Advantageous”**  
**“Not advantageous”**

A rating of “highly advantageous” will be granted only when a proposal exceeds evaluation standards. A rating of “advantageous” shall be given to a proposal that meets the standards set forth in the criteria. A rating of “not advantageous” shall be assigned to a proposal that does not meet the evaluation standards. A proposal will not be rated higher than “advantageous” for offering materials and features not requested by the criterion.

### 1. Interviews

All Proposers who are responsive to this RFP and meet the minimum criteria will be evaluated on the comparative criteria. As part of the comparative criteria, an interview will be conducted by the Evaluation Committee. The interview will include the proposed Food Service Director for the Wellesley Public Schools and at least one other key team member.

**Highly Advantageous:** The proposed Food Service Director and at least one other key team member for this project were present, communicated a comprehensive plan of action, and successfully responded to all ten questions from the Evaluation Committee.

**Advantageous:** The proposed Food Service Director and at least one other key team member for this project were present, communicated a comprehensive plan of action, and successfully responded to a minimum of seven of the ten questions from the Evaluation Committee.

**Not Advantageous:** The proposed Food Service Director for this project was not present, but one other key team member was present. The member did not communicate a comprehensive plan of action or successfully responded to fewer than seven of the ten questions from the Evaluation Committee.

### 2. Experience

FSMC has five years of experience in successfully managing a school district food service program with at least one district that has experience with a central kitchen staffed and managed by the FSMC. Experience includes but not limited to all of the following: providing and managing all staff, detailed analysis of programs, review of technology for programmatic and administrative use, cost analyses, and comparative analyses.

**Highly Advantageous:** The FSMC has provided more than three (3) project examples of managing and operating public school districts with at least one district with a minimum of ten (10) schools and 5,000 attending students.

**Advantageous:** The FSMC has provided three (3) project examples of managing for public school districts with at least one example of a public school district with a minimum of eight (8) schools and a minimum of 4,000 attending students.

**Not Advantageous:** The FSMC has provided fewer than three (3) project examples of managing for public school districts with at least one example of a public school district with a minimum of six (6) schools and a minimum of 2,000 attending students.

### **3. References**

The FSMC provided the district names, contact persons and district size/number of schools that are services in the Northeast. The Wellesley Public Schools will contact three from the list of references. Include in the list must be at least five(5) districts identified that it has successfully managed the food service program in the last five (5) years and developed recommendations and implementation programs that fully satisfied the school, federal and state law needs and requirements with a least one district consisting of a minimum of ten (10) schools and a minimum of \$5,000 attending students.

**Highly Advantageous:** The district references enthusiastically endorsed the FSMC and described/confirmed recommendations made by the FSMC and programs implemented that surpassed the school, federal and state law needs and requirements. More than one district had a minimum of ten (10) schools and a minimum of \$5,000 attending students.

**Advantageous:** The references for the FSMC confirmed that the FSMC fully satisfied the school, federal and state law needs and requirements. At least one district had a minimum of ten(10) schools and a minimum of 5,000 attending students.

**Not Advantageous:** The references for the FSMC did not confirm that the FSMC fully satisfied the school, federal and state law needs and requirements, or the FSMC failed to have at least one district with a minimum of ten(10) schools and a minimum of 5,000 attending students.

### **4. Management Expertise**

FSMC utilizes innovative and effective operational procedures that reduce operating costs and increase revenues to produce an operating surplus/profit in the food service program while preparing and serving meals in a friendly and efficient manner.

**Highly Advantageous:** Documented experience in reducing costs and increasing revenues to produce surplus/profits in more than three (3) existing public school districts.

**Advantageous:** Documented experience in three (3) existing public school districts.

**Not Advantageous:** No documented experience in reducing costs and increasing revenues to produce surplus/profits in three (3) public school districts.

### **5. Transition Plan or Implementation Plan**

The transition plan must include detailed identification of tasks, timelines, and resources required to ensure seamless continuity of operations. The FSMC shall provide a transition plan that details the successful implementation and management of services in all schools. Provide a detailed transition/start-up plan from pre-planning June 1, 2020, through the start of school for the first month through September 30, 2020. The plan must detail the additional resources the FSMC will be provided as well as the start-up task, implementation date, estimated completion date, and responsible party. A responsive and responsible start-up/transition plan must have 125 or more tasks listed. This plan must be submitted in an Excel format or a Gant chart and must be customized to WPS's requirements. Major categories to include, at a minimum are Human Resources, Operations, IT, Marketing, Fiscal, Legal, Nutrition, and Communications.

**Highly Advantageous:** The FSMC's proposed transition plan addresses more than 125 tasks in all areas as listed above.

**Advantageous:** The FSMC's proposed transition plan addresses 125 tasks (minimum request) of all areas requested as listed above.

**Not Advantageous:** The FSMC's proposed transition plan addresses less than 125 tasks of all areas requested as listed above.

## **6. Nutrition, menu and meal prices:**

FSMC offers varied, visually appealing, flavorful, and nutritious meals and menus that satisfy State and Federal nutrition and dietary standard for elementary, middle, and high school students with no increase in meal pricing. Sample menus must be included.

**Highly Advantageous:** Multiple creative menu offerings with no increase in meal prices over those stated on page 10 of the RFP.

**Advantageous:** Basic (single choice) menu system with no increase in meal prices over those stated on page 10 of the RFP.

**Not Advantageous:** Menu offerings with an increase in meal prices.

## **7. Healthy and Locally Sourced Ingredients**

FSMC places an emphasis on healthy foods (e.g. low fat, whole grain, low salt, no fried foods) and healthy ingredients compliant with Healthy Hunger-Free Kids Act (e.g. no or low amounts of trans fat, high fructose corn syrup, and artificial color). FSMC emphasizes the use of locally grown fresh or frozen fruits and vegetables and regularly includes food items such as salads, soups, pasta, rice and beans. Attach sample materials.

**Highly Advantageous:** Documented experience tailoring the Food Service Program meeting all of these needs.

**Advantageous:** Basic menu system in compliance with USDA regulations, and evidence of experience meeting two (2) or more of these needs.

**Not Advantageous:** Basic menu system in compliance with USDA regulations meeting less than two (2) of these needs.

## **8. Nutrition Education:**

FSMC offers nutrition education programs and resources to the Wellesley Public Schools. Attach sample materials or describe the programs.

**Highly Advantageous:** FSMC provides on-going programming, at least five (5) times per year that educates parents and students regarding meal content, and provides web-based menus with nutritional information and ingredient listings for each meal offered.

**Advantageous:** FSMC provides programming three (3) times during the school year that educates parents and students regarding meal content, and provides web-based menus with nutritional information and ingredient listings for each meal offered.

**Not Advantageous:** FSMC provides programming less than three (3) times during the school year that educates parents and students regarding meal content, and provides web-based menus with nutritional information and ingredient listings for each meal offered.

## **9. Communications:**

FSMC demonstrates commitment and verifies activities that reflect collaborative efforts with parents, students and school personnel to strengthen and improve school food services and increase customer satisfaction.

**Highly Advantageous:** Offer activities such as surveys, meetings with established committees or groups and/or formation of a Food Service Advisory Committee, etc. at least four (4) times during the school year that may result in modifications to menu offerings or operational procedures that enhanced school food service.

**Advantageous:** Offer activities such as surveys, meetings with established committees or groups and/or formation of a Food Service Advisory Committee, etc. at least three (3) times during the school year that may result in modifications to menu offerings or operational procedures that enhanced school food service.



**Not Advantageous:** Offer activities such as surveys, meetings with established committees or groups and/or formation of a Food Service Advisory Committee, etc. less than three (3) times during the school year that may result in modifications to menu offerings or operational procedures that enhanced school food service.

#### **10. Marketing and Promotions**

The FSMC has proposed a market plan for the program in order to increase student participation and satisfaction. The plan must also include promotions that will enhance student awareness and generate interest and excitement in the program. The marketing program addresses all of the following areas: customer satisfaction, employee satisfaction, program innovation, free and reduced marketing, a la carte options, customer service, program communications, improving the facilities, marketing, promotional calendar, catered events, and program upgrades.

**Highly Advantageous:** The marketing program addresses all twelve (12) of the areas listed above.

**Advantageous:** The marketing program addresses a minimum of eight (8) the following areas.

**Not Advantageous:** The marketing program addresses less than eight (8) the following areas.

#### **11. Human Resources and Training**

The FSMC has detailed its programs for employee development, management support resources, training programs and resources, services from a registered (certified) nutritionist, uniform program, and employee benefits. A comprehensive training program and development calendar to include but not limited to: units on food handling, food safety, hospitality, Serve Safe training and mandatory HACCP training and certification. All employees must be provided with uniforms as well as a detailed benefits package.

**Highly Advantageous:** The FSMC's proposal details its methods for employee development and team management including all seven (7) areas of training as listed above.

**Advantageous:** The FSMC's proposal details its methods for employee development and team management including less than seven (7) areas of training as listed above.

**Not Advantageous:** The FSMC's proposal details its methods for employee development and team management including less than five (5) of all areas of training as listed above.

#### **12. District Green Operation Initiatives**

The FSMC proposal details its successful cooperation with district initiatives to take a leading role in reducing waste and promoting sustainability.

**Highly Advantageous:** The proposal provides demonstrated participation in positively impacting the community in three programs of similar size and scope as the WPS.

**Advantageous:** The proposal provides demonstrated participation in one district similar in size and scope as the WPS.

**Not Advantageous:** The proposal provides no demonstrated experience in positively impacting any similar food service program as the WPS.

#### **13. Local Facility Disruption Support:**

Evidence that the FSMC has sufficient local resources and support to maintain continuous operations in the district during any construction-related facility disruption.

**Highly Advantageous:** FSMC has sufficient local support to maintain operations and production during a disruption at no or minimal expense to the WPS.

**Advantageous:** FSMC can rely on outside sources to supplement production and delivery during a disruption at market expense.

**Not Advantageous:** FSMC must rely on outsourcing of the production and delivery to maintain services during a disruption.

Upon completion of evaluation of the minimum criteria and the comparative criteria the School Committee's Evaluation Committee will rate the Technical Proposals. Only after evaluation of the Technical Proposals is complete will the Price Proposals be opened by the *Chief Procurement Officer*. The Evaluation Committee will then determine the most advantageous proposal based on both the Technical Submission and Price.

## **VII. AWARD OF CONTRACT**

The contract will be awarded to the FSMC deemed by the Evaluation Committee and the *Chief Procurement Officer* to have submitted the most advantageous proposal taking into consideration all of the listed minimum and comparative criteria in addition to the Price Proposal.

In accordance with the provisions of M.G.L. c. 30B, sec. 9, The Wellesley Public Schools reserves the right to waive any informalities in any or all proposals, or to reject any or all proposals, in whole or in part, if it be in the public interest to do so.

## **VIII. TERMS OF CONTRACT**

It is anticipated that this contract shall begin **July 1, 2020** through **June 30, 2021**. The Wellesley Public Schools shall have the option, at its sole discretion, to renew the contract for **up to four (4) additional one (1) year terms** with no change in the contract terms and conditions and only agrees to an annual contract price adjustment tied to the current Northeast Urban CPI at the contract renewal time. The exercise of each option to renew shall be subject to appropriation and/or continuation of funding for any fiscal year or any part thereof during the term of this Agreement, funds for the discharge of the Town's obligations under this Agreement are not appropriated and authorized, or funds so appropriated and authorized are reduced or withdrawn, then this Agreement shall terminate.

**END OF SECTION**

**IX. PRICE PROPOSAL w/ SIGNATURE**

COMPANY NAME: \_\_\_\_\_

**Management and Operation of the Food Service Program serving Wellesley Public Schools**

The price proposal (one original copy) must be submitted without “conditions or exceptions” and must be submitted **under separate cover and in a sealed envelope.**

The price proposal set forth in this RFP shall constitute full and complete compensation for the services to be provided by the FSMC. There shall be no reimbursement for out-of-pocket or other expenses incurred by the FSMC in connection with the performance of the services. Any exceptions may result in proposal rejection.

Price proposal for **Management and Operation of the Food Service Program** serving Wellesley Public Schools will be a total reimbursable cost contract plus a management fee per meal and meal equivalent. Reimbursement for operation of the program wherein all operating costs and the administrative/service fee will accrue from program income including all cash receipts from the sale of meal pattern lunches, a la cart items, adult meals, breakfast program and federal and state reimbursements. The management and operation of this program must result in a breakeven bottom line with any deficit assumed by the FSMC.

Proposer acknowledges the following Addendum \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

Fixed Management Fee \$\_\_\_\_\_ per meal X (proposed meals and meal equivalents = \$\_\_\_\_\_

Fixed Management Fee per meal in words \_\_\_\_\_ dollars

Total management fee in words \_\_\_\_\_ dollars

Name(Print)\_\_\_\_\_ Signature: \_\_\_\_\_

Company:\_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City:\_\_\_\_\_ State:\_\_\_\_\_ Zip: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

Email \_\_\_\_\_

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## X. WPS - CONTRACTOR AGREEMENT

CONTRACT NO. \_\_\_\_\_

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Twenty by and between the WELLESLEY PUBLIC SCHOOLS, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the School Food Authority (SFA), acting through its School Committee and Chief Procurement Officer, but without personal liability to either, and the CONTRACTOR hereinafter referred to as the Food Service Management Company (FSMC).

The parties hereto for the considerations hereinafter set forth agree as follows:

### ARTICLE I INTRODUCTION

- 1.1 Date of and Parties to the Agreement. This agreement, dated \_\_\_\_\_, is between the Wellesley Public Schools, hereafter called the School Food Authority (SFA), and [FOOD SERVICE MANAGEMENT COMPANY NAME] (the FSMC).
- 1.2 Purpose of Agreement. This agreement sets forth the terms and conditions upon which the SFA retains the FSMC to manage and operate the SFA's food service for the SFA's students, employees, and visitors.
- 1.3 Duration of Contract. The initial term of this agreement commences on **July 1<sup>st</sup>, 2020**, and continues until **June 30<sup>th</sup>, 2021** [this date may be no more than one year from the date the agreement commences], unless terminated by either Party as hereinafter provided. The SFA shall have the option to unilaterally extend this agreement for four (4) additional one-year renewals. [7 CFR § 210.16 (d)]

### ARTICLE II RELATIONSHIP OF THE PARTIES

- 2.1 **Independent Contractor.** The FSMC shall be an independent contractor and shall retain control over its employees and agents. Nothing in this Agreement shall be deemed to create a partnership, agency, joint venture or landlord-tenant relationship.
- 2.2 **FSMC Responsibilities:**
  - A. Resource Management (Compliance with Revenue from nonprogram foods) [7 CFR § 210.16]. For fixed price per meal contracts, awarded on a per meal basis and with revenues from nonprogram foods sales converted into meal equivalents to which the fixed price cost is applied, the FSMC will annually provide information on food costs and revenues, including the food costs for reimbursable meals, food cost for non-program foods, revenue from non-program foods, and total revenue. The food service management company shall maintain such records as the school food authority will need to support its Claim for Reimbursement; make all records available to the SFA upon request; and retain all records for a period of three (3) years after the SFA submits the final Claim for Reimbursement for the fiscal year for inspection and audit by representatives of the SFA, State Agency (SA), United States Department of Agriculture (USDA) and Comptroller General, at any reasonable time and place. In instances where audit findings have not been resolved, the records must be retained beyond the 3-year period until resolution of the issues raised by the audit. [Recordkeeping, 7 CFR Part 3016.42 and Part 3019.53 and § 210.16(c)(1)]
  - B. The FSMC shall to the maximum extent possible, utilize USDA donated foods made available by the SFA solely for the purpose of providing benefits for the SFA's food service operation. [7 CFR § 210.16(a)(6)]
  - C. The food service management company shall have State and/or local health certification for any facility

outside the school in which it proposes to prepare meals and the food service management company shall maintain this health certification for the duration of the contract. The FSMC must meet all applicable State and local health regulations in preparing and serving meals at the SFA facility. [7 CFR § 210.16(c)(2)]

D. The FSMC shall prepare and serve a variety of appetizing, high quality, wholesome, and nutritious meals and a la carte items for the SFA's students, employees, and visitors in accordance with the terms and conditions of this agreement. The FSMC agrees that it will perform the work described in this agreement in full compliance with all applicable laws, rules, and regulations adopted or promulgated by any federal or state regulatory body or governmental agency.

E. The FSMC agrees to meet all requirements and performance standards that may be specified by rule or regulation by any administrative officials or bodies charged with enforcement of any state or federal laws on the subject matter of this agreement.

F. The FSMC agrees to assume full responsibility for the payment of all contributions, assessments, both state and federal, including, but not limited to, wages, pension benefits, federal, state and local employment taxes, unemployment taxes, social security, and worker's compensation costs, as to all employees engaged by it in the performance of this agreement.

G. The FSMC agrees to furnish the SFA, upon request, a certificate or other evidence of compliance with state or federal laws regarding contributions, taxes, and assessments on payrolls.

### 2.3 SFA Responsibilities:

The SFA shall:

A. Ensure that the food service operation is in conformance with the school food authority's agreement under the Program [7 CFR § 210.16(a)(2)]

B. Monitor the food service operation through periodic on-site visits to ensure the food service is in conformance with program regulations [7 CFR § 210.16(a)(3)]

C. Retain control of the quality, extent, and general nature of its food service and the prices to be charged for meals [7 CFR § 210.16(a)(4)]

D. Retain signature authority on the State agency-School Food Authority agreement, free and reduced price policy statement and Claims for Reimbursement [7 CFR § 210.16(a)(5)]

E. Retain title to all USDA donated foods; and ensure that all USDA donated foods made available to the food service management company, including processed USDA donated foods, accrue only to the benefit of the school food authority's nonprofit school food service and are fully utilized therein. All refunds and rebates received from processors must be retained by the SFA [7 CFR § 210.16(a)(6)]

F. Maintain all applicable health certification and assure that all State and local regulations are being met by the food service management company preparing or serving meals at a school food authority facility [7 CFR § 210.16(a)(7)]

G. Establish and maintain an advisory board composed of parents, teachers, and students to assist in menu planning [7 CFR § 210.16(a)(8)]

H. Make reasonable regulations with regard to all matters under its supervision and control, and the FSMC shall comply with them as soon as reasonably possible after proper notification is given;

I. Retain control of the nonprofit school food service account and overall financial responsibility for the nonprofit food service operation and retain control for establishment of all prices, including price adjustments, for meals served under the nonprofit school food service account, e.g., pricing for reimbursable meals, a la carte service

including vending machines, and adult meals; [7 CFR 210.16(a)(4)]

- J. Retain signature authority and be responsible for all contractual agreements entered into in connection with the school nutrition program. [7 CFR § 210.21];
- K. Ensure resolution of program review and audit findings. [7 CFR § 210.9(b)(17)].
- L. Require the FSMC to provide a 21-day cycle menu. [7 CFR § 210.16 (b)(1)]
- M. Provide detailed specifications for each food component or menu item specified in 7 CFR Part 210, and include these specifications in the IFB or RFP. [7 CFR § 210.16(c)(3)]
- N. Maintain applicable health certification and be assured that the FSMC is meeting all state and local regulations in preparing or serving meals at the facilities. [7 CFR § 210.16(a)(7)]
- O. Develop, distribute, and collect the parent letter and application for free and reduced price meals. [7 CFR § 245.6]
- P. Determine eligibility and verify applications for free and reduced price meals benefits and will conduct any hearings related to such determinations. [7 CFR § 245.6, 6a, 7, 10]
- Q. Assure that the maximum amount of USDA donated foods are received and utilized by the FSMC. [7 CFR § 210.9(b)(15)].
- R. Maintain responsibility for procuring processing agreements, private storage facilities, or any other aspect of financial management relating to commodities. [7 CFR § 250.15]

### **ARTICLE III FOOD SERVICE PROGRAM**

3.1 Location. The FSMC shall prepare and serve meals for the schools listed in Appendix, Attachment I. The SFA and the FSMC may agree to add other locations.

3.2 Calendar. All meals will be provided in accordance with the approved calendar, attached as Appendix, Attachment J. For the first twenty-one (21) days of food service, the FSMC will adhere to the 21-day cycle menu agreed upon by FSMC and the SFA. Changes thereafter may only be made with the approval of the SFA. [7 CFR § 210.16 (b)(1)]

3.3 Meal Program. The FSMC shall provide nutritious, high-quality breakfasts, lunches, milk service, a la carte food, and vending items in accordance with the following terms:

- A. In order to offer a la carte food service, the FSMC must also offer free, reduced price and paid reimbursable meals to all eligible children. [7 CFR § 210.16(a)]
- B. All reimbursable lunches and breakfasts shall meet the qualifications for USDA reimbursement as described in 7 CFR § 210.10, 220.8, 225.16, and 226.20, et seq.
- C. The SFA shall administer the application process for all free and reduced price meals, and shall establish and notify parents and guardians of program criteria for eligible students. Both the SFA and the FSMC shall be responsible for protecting the anonymity of students receiving free or reduced price meals. [7 CFR § 210.16 (a)(5)]
- D. The FSMC shall collect gross sale receipts, on behalf of the SFA, for meals, a la carte items, and vending items. Gross cash receipts shall be turned over to the SFA or deposited in the SFA's account on a daily basis.
- E. The SFA and FSMC shall purchase, to the maximum extent practicable, domestic commodities or products

for use in meals served in the NSLP in compliance with the Buy American Provision under 7 CFR 210.21(d)(2) and 7 CFR Part 250.

3.4 Nutrition Awareness Programs. In cooperation with the SFA, the FSMC shall conduct on-going nutrition awareness programs for students, teachers, parents, and other interested parties.

3.5 Special Diets. The FSMC shall, in accordance with SFA policy, supply special diets for students where medically necessary and when prescribed by a licensed physician.

3.6 Advisory Board. The FSMC shall cooperate with the SFA's Advisory Board, consisting of students, parents, SFA staff, and a FSMC representative in developing menus and other food service programs.

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

3.8 Environmental Protection Agency Compliance. In the performance of this agreement, the FSMC shall comply with Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and EPA Regulations 40 CFR Part 15, et seq. Environmental violations shall be reported to the United States Department of Agriculture and US EPA Assistant Administrator for Enforcement, and the FSMC agrees not to utilize a facility listed on the EPA's "List of Violating Facilities." **[Part 3016.36(i)].**

3.9 Energy Policy and Conservation Act Compliance. The SFA and the FSMC shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act. **[Part 3016.36(i)].**

3.10 Contract Work Hours and Safety Standards Act Compliance. In the performance of this agreement, and as employer for all management food service employees, the FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act. **[Part 3016.36(i)].**

3.11 Debarment Certification. The FSMC shall complete and submit to the SFA the United States Department of Agriculture (USDA) Certification Regarding Debarment. The certification must accompany the two (2) additional one-year renewals. **[7 CFR § 3017.300].**

3.12 Lobbying. Pursuant to section 1352, Title 31, US Code, the FSMC shall complete and submit a Certificate Regarding Lobbying and a Disclosure of Lobbying Activities to the SFA. These certifications must accompany the two (2) additional one-year renewals. **[7 CFR § 3018].**

3.13 **Donated Foods:**

A. The FSMC will provide the following services in relation to commodity foods

1. Preparing and serving meals
2. Ordering or selection of donated foods, in coordination with the SFA in accordance with 7 CFR 250.52
3. Storage and inventory management of donated foods in accordance with 7 CFR 250.52
4. Payment of processing fees and or submittal of refund requests to a processor on behalf of the SFA, or remittance of refunds for the value of donated foods in processed end products to the SFA, in accordance with subpart C of 7 CFR 250

B. The FSMC must credit the SFA for the value of all donated foods received for use in the SFA's meals service in a school year (including both entitlement and bonus foods), including the value of donated foods contained in processed end products if the FSMC procures processed end products on behalf of the SFA, or acts as an intermediary in passing the donated food value in processed end products on to the SFA.



- C. The FSMC shall credit for donated foods by disclosure, i.e., the FSMC shall credit the SFA for the value of donated foods by disclosing, in its billing for food costs submitted to the SFA, the savings resulting from the receipt of donated foods for the billing period. Crediting by disclosure does not affect the requirement that the FSMC shall only bill the SFA for net allowable costs. The FSMC shall use the USDA's [November 15<sup>th</sup>] list of commodity food values to report the value of donated foods in its disclosure of the value of donated foods to the SFA on its invoices.
- D. Use of Donated Foods. In accordance with 7 CFR 250.51(d), the FSMC must use all donated ground beef, donated ground pork, and all processed end products in the SFA's food service operations, and must use all other donated foods, or commercially purchased foods of the same generic identity, or U.S. origin, and of equal or better quality than the donated foods, in the SFA's food service operation.
- E. The FSMC must meet the general requirements in 7 CFR 250.14(b) for the storage and inventory management of donated foods. Additionally, the FSMC must ensure that its system of inventory management does not result in the SFA being charged for donated foods.
- F. Upon the termination of this Agreement, the FSMC must return all unused donated foods, including but not limited to ground beef, ground pork, and processed end products to the SFA.
- G. The SFA must ensure that the FSMC has credited it for the value of all donated foods received for use in the SFA's meal service in the school year. The FSMC agrees to cooperate and provide information reasonably requested by the SFA.
- H. The FSMC must ensure compliance with the requirements of subpart C of 7 CFR part 250 and with the provisions of the distributing and/or the SFA's processing agreements in the procurement of processed end products on behalf of the SFA, and will ensure crediting of the SFA for the value of donated foods contained in such end products at the processing agreement value.
- I. The FSMC shall not enter into the processing agreement with the processor required in subpart C of 7 CFR 250.
- J. The distributing agency, subdistribution agency, or SFA, the Comptroller General, the Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods.
- K. Recordkeeping and Review Requirements. The SFA and FSMC must maintain records of receipt of donated foods and processed end products, or credit for the value of donated foods, and other records relating to donated foods, in accordance with 7 CFR 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 7 CFR 250.51(a), the value of donated foods contained in processed end products. The FSMC must return all unused donated ground beef, donated ground pork, processed end products and (at the SFA's discretion) return all unused donated foods in accordance with 7 CFR 250.52(c) when a contract terminates or is not extended or renewed. 7 CFR 250.54(b).
- L. Any extension or renewal of the Agreement is contingent upon fulfillment of all provisions in this Agreement relating to donated foods.
- M. The FSMC must maintain the following records relating to the use of donated foods:
  - 1. The donated foods and processed end products received from, or on behalf of, the SFA, for use in the SFA's food service operations;

2. Documentation that it has credited the SFA for the value of all donated foods received for use in the SFA's food service operations in the school year, including, in accordance with the requirements in 7 CFR 250.51(a), the value of donated foods contained in processed end products; and
  3. Documentation of its procurement of processed end products on behalf of the SFA, as applicable.
- N. The SFA shall ensure that the FSMC is in compliance with the requirements of this section through its monitoring of the food service operation, as required in 7 CFR parts 210, 225, or 226, as applicable.
- O. The SFA shall conduct a reconciliation at least annually (and upon termination of the Agreement) 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 the requirements in 7 CFR 250.51(a), the value of donated foods contained in processed end products.

## **ARTICLE IV MANAGEMENT AND PERSONNEL**

**4.1 FSMC Management and Professional Employees.** The FSMC shall provide sufficient and qualified management and professional employees to manage the food service operations and supervise all employees employed therein.

**4.2 Non-Management Employees.** All non-management food service employees shall be employees of the FSMC. The FSMC managers shall direct and supervise food service employees.

**4.3 Payroll and Taxes.** The FSMC shall prepare and process the payroll for and shall pay its employees directly. The FSMC further warrants that it shall withhold or pay as appropriate all applicable federal and state employment taxes and payroll insurance with respect to its employees, specifically including, but not limited to, any income, social security, and unemployment taxes and workers' compensation payments.

**4.4 Workers' Compensation Insurance.** The FSMC shall procure Workers' Compensation Insurance or shall maintain a system of self-insurance in conformance with applicable state law covering its employees and shall provide proof of such coverage or system to the SFA.

**4.5 Nondiscrimination.** The SFA and the FSMC shall comply with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). **[Part 3016.36(i)]**

FSMC is an equal opportunity employer and is legally responsible for all of its employment decisions affecting its own employees.

FSMC affirms that it is an equal opportunity and affirmity action employer and shall comply with all applicable federal, state, and local laws and regulations, including, but not limited to, Executive Order 11246, as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of Reform and Control Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; and any additions or amendments thereto.

**4.6 Background Check Requirements.** The FSMC shall be responsible for obtaining any necessary clearances for its employees as required by law. The FSMC shall provide all necessary forms and/or documentation for such employees to the SFA.

**ARTICLE V**  
**INVENTORIES, FACILITIES, EQUIPMENT, AND MAINTENANCE**

**5.1 Inventories of Food and Supplies.** The SFA and FSMC shall conduct a joint inventory of existing food and operational supplies at both the beginning and the end of this Agreement. If the ending inventory is less than the value of the beginning inventory the FSMC will credit the SFA for the difference. The cost of food and operational supplies ordered by FSMC on behalf of the SFA in performance of this agreement shall be paid for by the FSMC and the FSMC shall then be reimbursed for those costs incurred. The inventory of food and operational supplies shall remain the FSMC's property.

**5.2 The SFA and the FSMC shall inventory the equipment and commodities** owned by the SFA at the beginning of the Agreement year, including, but not limited to, consumable and non-consumable flatware, trays, china, glassware and food. The FSMC shall be responsible for reimbursing the SFA for all shortages noted on the year-end inventory.

**5.3 Office Facilities.** The SFA shall provide, without cost to the FSMC, suitable office facilities, including furniture and equipment, for use by the FSMC in the performance of this agreement. The FSMC shall take reasonable care of the office facilities and equipment, and shall return them to the SFA in good condition upon termination of this agreement, ordinary wear and tear excepted.

**5.4 Sanitation.** The FSMC shall be responsible for the usual and customary cleaning and sanitation of the SFA's food service facilities and offices.

- A. The FSMC shall be responsible for housekeeping and sanitation in areas used for food preparation, storage, and service, and shall clean and sanitize dishes, pots, pans, utensils, equipment, and similar items. The FSMC shall also provide table cleaning service between-meal service periods. The SFA shall designate a refuse collection area and the FSMC shall be responsible for transporting refuse to the designated refuse collection area.
- B. The SFA shall be responsible for the required cleaning and maintenance of dining areas, as well as periodic cleaning of all ceilings, ceiling fixtures, air ducts, and hood vent systems (as per local ordinance). The SFA shall also provide and maintain adequate fire extinguishing equipment for food service areas, provide necessary pest control, and shall be responsible for the removal of refuse from the designated refuse collection area.
- C. If the SFA is unable to perform any of its responsibilities described in subparagraph B above, the FSMC may, with the written approval of the SFA, temporarily assume those responsibilities and shall bill the SFA for any costs incurred.

**5.5 Maintenance.** For kitchen equipment maintenance beyond \$20,000 annually, the SFA shall provide, at the SFA's expense, maintenance personnel, and outside maintenance services, parts, and supplies required to properly maintain the food service facilities and equipment.

**5.6 Condition of Facilities and Equipment.** The SFA shall obtain necessary health permits and certification for its facilities. The premises and equipment provided by each party in performance of this agreement shall comply with all applicable building, safety, sanitation, and health laws; and shall satisfy all permit requirements, ordinances, rules, and regulations, including the federal Occupational Health and Safety Act of 1970 or applicable state act and standards promulgated thereunder. FSMC shall take reasonable and proper care of all premises and equipment in its custody and control and shall use them in a manner that will not cause violation of applicable laws, ordinances, rules, and regulations, including any reporting and record-keeping requirements. If at any time the FSMC is notified by an authorized government agency that the SFA's premises or equipment are not in compliance with any law, ordinance, rule, or regulation, the FSMC shall immediately inform the SFA of such notification.

**5.7 Transportation Equipment and Vehicle.** The SFA shall provide transportation vehicles and equipment to be used in the food service program. Maintenance, insurance, and equipment for transportation shall be the responsibility of the SFA. Fuel will be the responsibility of the FSMC.

5.8 **Nonconforming Facilities and Equipment.** Each party shall, at no cost to the other, make all repairs, alterations, modifications, or replacements which may be necessary to correct any conditions of premises or owned equipment which violate applicable building, sanitation, health, or safety law, ordinance, rule or regulation.

## ARTICLE VI FINANCIAL AND PAYMENT TERMS

6.1 **Billing for Reimbursements, Administrative Fee, and Management Fee.** The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification. The FSMC shall submit supporting documents and invoices to the SFA monthly for the following direct, actual costs and management fee.

- A. The actual and direct costs for the wages, taxes, and benefits of the food service director and other management employees on the FSMC's payroll.
- B. Direct operating costs paid by the FSMC arising from the performance of this agreement. Direct operating costs are defined as:

- Food and supply purchases by the FSMC necessary to perform this agreement
- Food service program travel and mileage costs incurred
- Advertising and promotions within the SFA
- The FSMC's insurance necessary for the performance of this agreement
- Service business and occupation tax
- Employee training and development costs
- Laundry, linen, and uniforms
- Licenses and permits for performance of this agreement
- Commodity delivery charges and storage rental

- C. The FSMC's management fee of \$0.0XXX per meal and meal equivalent. The following functions are the FSMC's responsibility, and will be included in such fees:

- Corporate supervision
- Financial reporting and analysis and all computer license fees
- Field auditing
- Marketing Assistance
- Purchasing administration
- Nutritional Support

- D. Per Meal Defined:

For management fee purposes, each reimbursable lunch shall be considered one (1) meal/meal equivalent, each reimbursable breakfast shall be considered one (1) meal/meal equivalent.

For management fee purposes, the number of meal equivalents shall be determined by dividing the total of all sales except reimbursable meal sales (including cash for adult meals, a la carte meals, and snack bar sales and vending sales) divided by \$3.77 (**this rate may be subject to change in future school years**).

- E. Expenses paid by the FSMC and not charged to the SFA or the food service operation and are unallowable include:

- Reports filed to the State
- Corporate income tax

**6.2 Invoice Due Date.** Invoices submitted to the SFA by the FSMC will be paid within 45 days from the time of receipt. The FSMC will be notified immediately of any invoice that does not pass review. The SFA shall pay all amounts when due, but if the SFA does not make a payment when due, no interest shall be charged by the FSMC on that past due receivable, pursuant to 7 CFR § 210.16(c).

**6.3 Break-Even Guarantee.** The SFA and the FSMC shall work together to ensure a financially sound and well-run operation. The FSMC shall guarantee that the food service program will achieve financial break-even, defined as “generated program revenues will be sufficient to cover all actual and direct operating costs incurred.” Actual and direct operating costs are as described in paragraphs 6.1 A - E above.

**6.4 Operating Statements.** The FSMC shall submit monthly operating statements to the SFA by the fifteenth (15th) of the next month. This statement shall reflect all activity for the previous calendar month.

**6.5 Renegotiation of Financial Terms.** The renegotiation of price terms under this agreement is permitted only upon the occurrence of unpredictable, unexpected conditions beyond the control of the parties. If those conditions create a significant and material change in the financial assumptions upon which the price terms of this agreement are based, then those price terms so affected may be renegotiated by the parties. Renegotiation of price terms under such conditions must be mutual, and any changes in price terms must be agreed upon by both parties. Any adjustments so negotiated and agreed upon must accurately reflect the change in conditions. The occurrence of contingencies that are foreseeable and predictable, but not certain, should be calculated into the defined price terms to the extent possible, with the goal of minimizing the need for renegotiation of price terms during the term of the agreement.

**6.6 Availability of Funds.** Every payment obligation of the SFA under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the SFA at the end of the period for which funds are available. No liability shall accrue to the SFA in the event this provision is exercised, and the SFA shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

**6.7 Allowable costs.** Allowable costs will be paid from the nonprofit school food service account to the FSMC net of all discounts, rebates and other applicable credits accruing to or received by the FSMC 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 USDA and program regulations (7 CFR parts 210, 215, 220, 3016 and 3019, as applicable) and Office of Management and Budget Cost Circulars (A-87 cost Principles for State, Local Governments and Indian Tribal Governments, or A-122 Cost Principles for Non-profit Organizations, as applicable).

**6.8 Discounts, Rebates and Other Applicable Credits.** The FSMC must 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. This information must be supplied monthly.

The FSMC must identify the method by which it will report discounts, rebates and other credits allocable to the contract that are not reported prior to the conclusion of the contract.

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 State agency, or the United States Department of Agriculture. The FSMC shall return the value of all discounts, rebates and other applicable credits allocable to the contract to the SFA.

**ARTICLE VII  
GENERAL TERMS AND CONDITIONS**

**7.1 Compliance With Law.** The FSMC shall comply with all laws, ordinances, rules, and regulations of all applicable federal, state, county, and city governments, bureaus, and agencies, regarding purchasing, sanitation, health, and safety of the food service operations and shall procure and maintain all necessary licenses and permits. The SFA shall cooperate, as necessary, for the FSMC's compliance and procurement efforts. The FSMC shall conduct program operations in accordance with 7 CFR Parts 210 (National School Lunch Program), 220 (School Breakfast Program).

**7.2 National School Lunch Program.** In order to assist the SFA's participation in the National School Lunch Program:

- A. Any federally donated commodities received by the SFA and made available to the FSMC shall be used only for the benefit of the SFA's food service operation. Any commodity processing contracts shall be established by the SFA. All goods, services, and monies received as a result of rebate under a processing contract must be used in the SFA's nonprofit food service. 7 CFR § 210.16 (a)(6). The FSMC shall maintain a perpetual inventory record of donated commodities.
- B. No payment shall be made for meals or snacks that are spoiled or unwholesome at the time of service, or do not meet specifications developed by the SFA, or do not otherwise meet the requirements of this agreement. [7 CFR § 210.16 (c)(3).] No deduction in payment shall be made by the SFA unless the SFA notifies the FSMC in writing within **72 hours** of the meal service for which the deduction is to be made, specifying the number of meals for which a deduction is to be made and describing the reasons for the deduction.
- C. The FSMC shall report the claim information to the SFA promptly at the end of each month or more frequently as specified by the SFA. [7 CFR 210.16(c)(1)].

**7.3 Comprehensive Insurance.** The FSMC shall obtain and keep in force during this agreement, for the protection of the SFA and the FSMC, Comprehensive General Bodily Injury and Property Damage Liability Insurance in the combined single limit of no less than three million dollars (\$3,000,000). That insurance shall include, but not be limited to, Personal Injury Liability, Broad Form Property Damage Liability, Blanket Contractual Liability, and Products Liability, covering only the operations of the FSMC under this agreement, and shall deliver to the SFA a certificate evidencing such policies and coverage within thirty (30) days after the execution of this agreement by the parties. The insurance policies shall contain a covenant by the issuing company that the policies will not be canceled unless a thirty (30) day prior written notice of cancellation is given to the SFA. The policies for \$3,000,000 coverage shall also name the SFA as an Additional Insured, but only with respect to operations of the FSMC under this agreement.

**7.4 Indemnity.** Unless otherwise expressly provided, the SFA and the FSMC shall remain responsible for all claims, liability, loss, and expense, including reasonable costs, collection expenses, and attorney's fees incurred, which arise by reasons of negligent or wrongful act or omission of the party, its agents, or its employees in the performance of its obligations under this agreement. Notwithstanding anything contrary set forth in this Agreement, with respect to property damage, for which the parties maintain a system of coverage on their respective property each party hereto waives its rights, and the rights of its subsidiaries and affiliates, to recover from the other party hereto and its subsidiaries and affiliates for loss or damage to such party's building, equipment, improvements, and other property of every kind and description resulting from fire, explosion, or other cause normally covered in special causes of loss form and builders risk property insurance policies. The FSMC accepts liability caused by FSMC negligence for claims assessed as a result of Federal/State reviews/audits, corresponding with the SFA's period of liability. The FSMC also accepts liability for any negligence on its part that results in any loss of, or damage to USDA donated foods.

**7.5 Trade Secrets.** To the extent permitted by the Massachusetts Public Records Act, the FSMC and SFA shall designate any information they consider confidential or proprietary, including recipes, surveys and studies, management guidelines, operating manuals, and similar documents which it regularly uses in the operation of their business or which they develop independently during the course of this agreement. Information so designated and identified shall be treated as confidential by the FSMC and SFA, and the FSMC and SFA shall exercise the same level of care in maintaining the confidences of the other party as they would employ in maintaining their own confidences. All such materials shall remain the exclusive property of the party that developed them and shall be returned to that party

immediately upon termination of this agreement. Notwithstanding, the Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support. [7 CFR § 3016.34].

**7.6 Assignment.** This agreement may not be assigned by either party, in whole or in part, without the written consent of the other party.

**7.7 Notices.** Any notice or communication required or permitted under this agreement shall be in writing and shall be delivered personally or sent by the United States registered or certified mail, postage prepaid and return receipt requested, addressed to the other party as follows:

Notices to the SFA:  
Wellesley Public Schools  
Cynthia Mahr  
Assistant Superintendent for Finance and Operations  
40 Kingsbury Street  
Wellesley, MA 02481

Notices to the FSMC:  
XYZ Food Service Management Company  
123 XYZ Street  
Any Town, State 11111

Other persons or places may also be designated, in writing, by either of the parties, during the term of this agreement. Notices shall be effective when received. Sent notices will be considered received seventy-two (72) hours after they are deposited in the US mail.

**7.8 Catastrophe.** With the exception of payment obligations for prior performance under this agreement, neither party shall be liable for the failure to perform their respective obligations under this agreement when such failure is caused by fire, explosion, water, act of God, civil disorder, strikes, vandalism, war, riot, sabotage, weather and energy-related closings, governmental rules or regulations, or other like causes beyond the reasonable control of such party, nor for any real or personal property destroyed or damaged due to such causes. The FSMC shall resume food service operations as soon as possible. [Part 3016.36(i)].

**7.9 Termination for Cause.** Either party may cancel the contract for cause by giving sixty (60) days notice in writing to the other party of its intention to do so. [7 CFR § 210.16 (d)].

**7.10 Cure Period.** If a cure or remedy is found for the termination request by mutual agreement of the contracting parties, the termination or non-renewal letter must be withdrawn in writing by the terminating party within the sixty (60) day period as described in paragraph 7.10 above. This letter should be counter-signed by the receiving party and the letter should become an amendment to this agreement. [Part 3016.36(i)].

**7.11 Termination Without Cause.** Either party may terminate the Agreement without cause. The party terminating the Agreement without cause shall give no less than sixty (60) days written notice to the other party of its intention to terminate the Agreement without cause.

**7.12 Rights Beyond Termination.** The right of termination referred to in this agreement is not intended to be exclusive, and is in addition to any other rights available to either party at law or in equity. If the FSMC breaches a material provision of the contract and fails to cure such breach within sixty (60) days after receiving written notice of such breach the SFA may elect to pursue any available legal, contractual or administrative remedy or the following sanctions: (i) for a first violation, a written reprimand; (ii) for a second violation, a \$2,000 penalty; (iii) for a third violation, a \$4,000 penalty. For the purposes of the foregoing, a single violation means an event of the same or similar kind, without regard for the duration or number of personnel, equipment, students or meals involved. [Part 3016.36(i)].

7.13 **Construction and Effect.** 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. The Article and Paragraph headings are used solely for convenience and shall not be deemed to limit the subject of the Articles and Paragraphs or be considered in their interpretation. The appendices referred to herein are made part of this agreement by the respective references to them. This agreement may be executed in several counterparts, each of which shall be deemed an original.

7.14 **Severability.** The provisions of this agreement are severable. If any section, paragraph, clause or provision of this agreement shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this agreement shall be unaffected by such adjudication and all of the remaining provisions of this agreement shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this agreement.

7.15 **Amendments to the Agreement.** The parties cannot alter any provision in this agreement that is required by any law, rule or regulation. The parties cannot otherwise amend or alter this agreement, except as to minor, non-substantive provisions or issues that do not materially affect the scope of work or the cost of the agreement. The parties must mutually agree, in a written document signed by both parties and attached to this agreement, to amend, add, or delete an Article or Appendix. Any amendment to this agreement shall become effective at the time specified in the amendment.

7.16. The parties agree that the terms of this Contract shall be in accordance with the RFP published by the Town of Wellesley and any amendments to the RFP, and the proposal submitted by the FSMC which are kept on file at Wellesley Town Hall and through this reference, is incorporated into this contract. In the event that contradictory statements are contained in the RFP, the FSMC proposal, and this contract, the following order of precedence shall apply: contract, RFP, FSMC proposal.

7.17 **Governing Law.** This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

7.18 Any silence, absence, or omission from the Agreement or RFP concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials (food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are used.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

**CONTRACTOR**

**WELLESLEY PUBLIC SCHOOLS**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

*Affix Corporate Seal Here*

By \_\_\_\_\_  
*School Committee*

Date \_\_\_\_\_



**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

<p><b>1. Type of Federal Action:</b> _____</p> <p>a. contract  b. grant  c. cooperative agreement  d. loan  e. loan guarantee  f. loan insurance</p>	<p><b>2. Status of Federal Action:</b> _____</p> <p>a. Bid/offer/application  b. Initial award  c. Post-award</p>	<p><b>3. Report Type:</b> _____</p> <p>a. Initial filing  b. Material change</p> <p><b>For Material Change Only:</b>  Year _____  Quarter _____ Date of Last  Report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b>  _____Prime _____Subawardee  Tier _____, if known</p> <p>Congressional District, if known:</p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p>Congressional District, if known:</p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable: _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p> <p>\$</p>	
<p><b>10. a. Name and Address of Lobbying Entity:</b>  (if individual, last name, first name, middle)</p> <p>(Attach Continuation Sheet(s))</p>	<p><b>10. b. Individuals Performing Services</b> (including address if different from No. 10,a.) (last name, first name, middle)</p> <p>SF-LLL-A if Necessary)</p>	
<p><b>11. Amount of Payment (check all that apply):</b></p> <p>\$</p> <p>_____Actual _____ Planned</p>	<p><b>13. Type of payment (check all that apply):</b></p> <p>___ a. retainer  ___ b. one-time fee  ___ c. commission  ___ d. contingent fee  ___ e. deferred  ___ f. other; specify:  _____</p>	

<p><b>12. Form of Payment</b> (check all that apply):</p> <p>___ a. cash</p> <p>___ b. in-kind; specify:</p> <p style="padding-left: 20px;">Nature _____</p> <p style="padding-left: 20px;">Actual _____</p>	
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**14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11:**

(Attach Continuation Sheet(s) SF-LLL-A, if necessary)

**Are Continuation Sheet(s) SF-LLL-A Attached:**                      Yes \_\_\_ (Number \_\_\_)                      No \_\_\_

<p><b>16. 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 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.</b></p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone: _____</p> <p>Date: _____</p>
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<b>Federal Use Only:</b>	<b>Authorized for Local Reproduction Standard Form - LLL</b>
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SF-LLL

**DISCLOSURE OF LOBBYING ACTIVITIES**  
**CONTINUATION SHEET**  
**SF-LLL-A**

Reporting entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use of SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change reports. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1<sup>st</sup> tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, the Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.**

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check all that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contracted or the officer(s), employee(s), or Member(s) of Congress that

were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. List the number of sheets if yes.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-00046), Washington, D.C. 20503.

Certification regarding lobbying

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Applicable to Grants, Subgrants, Cooperative Agreements, and Contract Exceeding \$100,000 in Federal Funds.

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Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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.

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 any 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

\_\_\_\_\_  
\_\_\_\_\_  
Name and Address of Organization

\_\_\_\_\_  
Name and Title of Submitting Official

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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 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 OF REVERSE)

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

---

Organization Name

PR/Award Number or Project Name

---

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

---

Signature(s)

Date

**Form AD-1048 (1/92)**

FSMC Guidance for SFAs – June 1995  
Appendix –E – Debarment/Suspension

## Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and /or debarment.

**Form AD-1048 (1/92)**

FSMC Guidance for SFAs – June 1995  
Appendix E – Debarment/Suspension

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S A M P L E

ENERGY POLICY AND CONSERVATION ACT  
CONTRACT ADDENDUM

Food Service Management Company (FSMC) and the School Food Authority  
agree to comply with the Energy Policy and Conservation Act (P.L. 94-163) for the duration of the contract.

For: \_\_\_\_\_  
FSMC

For: \_\_\_\_\_  
Wellesley School Committee

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## Certificate of Independent Price Determination

Both the school food authority and the Food Service Management Company (offeror) shall execute this Certificate of Independent Price Determination.

Name of Food Service Management Company

Name of School Food Authority

(A) By submission of this 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 within 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 follows:**

Signature of Food Service Management  
Company's Authorized Representative

Title

Date

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

Signature of School Food Authority's  
Authorized Representative

Title

Date

**Note: Accepting a bidder's offer does not constitute award of the contract.**

**XI. APPENDICES**

**ATTACHMENT – A**  
(To be submitted with your TECHNICAL PROPOSAL)

**CERTIFICATE OF NON-COLLUSION**

Proposer acknowledges the following Addendum \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

**CERTIFICATE OF NON-COLLUSION**

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

\_\_\_\_\_  
Name of person signing bid or proposal

\_\_\_\_\_  
Name of Business Entity (if any)

**ATTACHMENT – B**  
(To be submitted with your TECHNICAL PROPOSAL)

**ATTESTATION**

Pursuant to M.G.L. c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.\*

\_\_\_\_\_  
\*\*Signature of Individual

\_\_\_\_\_  
\*\*\* Contractor's Social Security Number  
or Federal Identification Number

By: \_\_\_\_\_  
Corporate Officer  
(Mandatory, if applicable)

Date: \_\_\_\_\_

\* The provision in the Attestation relating to child support applies only when the Contractor is an individual.

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

\*\*\* Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of M.G.L. c. 62C, § 49A.

ATTACHMENT – C  
(To be submitted with your TECHNICAL PROPOSAL)

**CERTIFICATE OF AUTHORITY – CORPORATE**

1. I hereby certify that I am the Clerk/Secretary of \_\_\_\_\_  
(insert full name of Corporation)
2. corporation, and that \_\_\_\_\_  
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected \_\_\_\_\_  
(insert the title of the officer in line 2)
4. of said corporation, and that on \_\_\_\_\_  
(insert a date that is **ON OR BEFORE** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. \_\_\_\_\_ the \_\_\_\_\_  
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; 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.

6. ATTEST: \_\_\_\_\_ *AFFIX CORPORATE*  
(Signature of **Clerk or Secretary**)\* *SEAL HERE*
7. Name: \_\_\_\_\_  
(Please print or type name in line 6)\*
8. Date: \_\_\_\_\_  
(insert a date that is **ON OR AFTER** the date the officer signed the **contract and bonds.**)

\* The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.

ATTACHMENT – D  
(To be submitted with your TECHNICAL PROPOSAL)

**Bonds**

*Bid Bond*

The bidder shall accompany its proposal with a bid bond or certified check made payable to the Wellesley Public Schools in the amount of 5% of the proposed annual Operating Expenses. The bid bond or certified check will be liquidated as damages if the contract is awarded, but not accepted by the bidder. Said bond or certified check shall be returned to the unsuccessful bidders promptly after the awarding of the contract. The bid bond or certified check will be returned to the bidder awarded the contract at the time of the acceptance of the contract.

*Performance Bond*

The bidder, when awarded the contract, shall post a satisfactory bond or bonds totaling \$1,000,000 annually for the faithful performance of the contract, in accordance with its terms protecting the School District against loss on account of any breach thereof. The bidder shall submit with its bid evidence of the bonding company's willingness to provide the required performance bond.

## ATTACHMENT – E

### Designation of Program Expenses and Responsibilities

The FSMC guarantees to WPS that the bid meal rates and fees for each reimbursable school meal and a la carte equivalent shall include the expenses designated under Column I. The FSMC shall be responsible for negotiating/paying all employees' fringe benefits, employee expenses, and accrued vacation and sick pay for staff on their payroll. WPS shall be responsible and or pay for those expenses designated under Column II.

Expense Description	Column I FSMC	Column II WPS
<b>Labor</b>		
<i>To be paid by party designated as employer, may include, but not limited to:</i>		
Payroll & Payroll Taxes, Managers, and/or Supervisors	X	
Payroll & Payroll Taxes, Full-Time, and Part-Time Workers	X	
Payroll & Payroll Taxes, School Dining Managers	X	
Preparation and Processing of Employees Payroll	X	
Workers' Compensation for All Employees	X	
<b>Employee Benefits/Costs</b>		
<i>To be paid by party designated as employer, may include, but not limited to:</i>		
Life Insurance	X	
Medical/Dental Insurance	X	
Retirement Plans	X	
Social Security	X	
Disability Insurance	X	
<b>Food</b>		
Food Products	X	
Commodity Delivery	X	
Commodity Freight/Handling Costs	X	
Food Storage/Warehouse	X	
Commodity Processing Charges	X	
Processing and Payment of Invoices	X	
Inventory of Food and Supplies	X	
Milk	X	
<b>Accounting Expenses</b>		
Bank Charges		X
Data Processing		X
Recordkeeping including all software fees	X	X
Processing and Payment of Invoices	X	
Deposit reconciliation and delivery to Town Hall		X
Collection of outstanding balance		X
<b>Equipment – Major</b>		
Original Purchase		X
Routine Maintenance		X
Major Repairs up to \$20,000	X	
Major Repairs over \$20,000		X
Replacement		X
POS System Annual Costs up to \$10,000 (FSMC reimburses up to \$10,000)	X	
<b>Vehicles</b>		
Meal Delivery Vehicles, repairs, taxes and licenses ( <i>must provide all vehicles per scope of work</i> )		X
Vehicle operating expenses and fuel up to \$2,700	X	
<b>Equipment &amp; Smallwares – Expendable</b>		
Original Purchase		X
Replacement	X	
Smallwares Needed for FSMC Marketing/Merchandising Programs	X	
<b>Direct</b>		
Auditor Fees		X
Broadband Access		X
Cleaning Supplies	X	
Daily Cash Pick Up and Bank Deposit	X	

Expense Description	Column I FSMC	Column II WPS
Disposable Serviceware	X	
Insurance on Supplies/Inventory	X	
Janitorial Supplies	X	
Laundry and Linen	X	
Liability Insurance	X	
Local Telephone	X	X
Long Distance Telephone	X	X
Meal Ticket Printing and Distribution	X	
Menus - Paper and Printing of	X	
Menus – Provide Detailed Monthly Nutrition Analysis	X	
Mobile Phone Services	X	X
Office space Materials, Supplies, Computers and Software	X	X
Paper Printing of Applications	X	
Paper/Disposable Supplies	X	
Pest Control		X
Postage	X	
Product Testing	X	
Professional Development for all Personnel	X	
Promotional Materials	X	
Removal of Trash and Garbage from Kitchen		X
Required Training ( <i>food safety, Right to Know, etc.</i> )	X	
Taxes and Licenses	X	X
Transportation of Meal Delivery To the Sites	X	
Trash Bags/Liners for the Kitchens	X	
Trash Removal from School Premises		X
Uniforms	X	
Utilities		X
<b>Indirect Costs Charged to the FSMC</b>		
WPS district labor up to \$16,400	X	
WPS Vehicle costs up to \$2,700 per year	X	
Contract Monitoring Charge Up to \$15,000	X	
<b>Management of Cleaning Responsibilities</b>		
Cafeteria Tables after each lunch period	X	
Cafeteria/Dining Area ( <i>including floors</i> )		X
Ceiling, Light Fixtures and Fans		X
Dishwashing	X	
Refrigerator/Freezer	X	
Equipment	X	
Hoods ( <i>exterior of the hood inside the kitchen only</i> )		X
Kitchen Floors		X
Kitchen/Serving Area ( <i>excluding floors</i> )	X	
Rest Rooms		X
Vent from Hoods to Outside		X
Walls below 6 Feet	X	
Walls 6 feet and above		X

ATTACHMENT – F  
(To be submitted with your **PRICE PROPOSAL**)

**PROPOSED 2020 – 2021 OPERATING BUDGET**

**Directions:**

The following is the budget form to be used by all FSMC's. This separate copy must be completed and returned as part of the proposal.

FSMC \_\_\_\_\_

**PROJECTED REVENUE**

**Cafeteria Sales: (Lunch)**

Student Paid Meals:

	_____ Elementary Schools	@ \$ _____ =	\$ _____
	_____ Middle School	@ \$ _____ =	\$ _____
	_____ High School	@ \$ _____ =	\$ _____

Student Reduced Price Meals:	_____ School-Wide	@ \$ _____ =	\$ _____
------------------------------	-------------------	--------------	----------

Student A la Carte:	\$ _____		
---------------------	----------	--	--

Adult Lunches:	@ \$ _____ = \$ _____		
----------------	-----------------------	--	--

Adult A la Carte:	\$ _____		
-------------------	----------	--	--

**Cafeteria Sales: (Breakfast)**

Student Paid Meals:

	_____ Elementary Schools	@ \$ _____ =	\$ _____
	_____ Middle School	@ \$ _____ =	\$ _____
	_____ High School	@ \$ _____ =	\$ _____

Student Reduced Price Meals:	_____ School-Wide	@ \$ _____ =	\$ _____
------------------------------	-------------------	--------------	----------

Special Functions:	\$ _____		
--------------------	----------	--	--

Vending::	\$ _____		
-----------	----------	--	--

Other Income:	\$ _____		
---------------	----------	--	--

	<b>(A) Subtotal Sales</b>	<b>\$ _____</b>
--	---------------------------	-----------------

**Anticipated Reimbursement Federal & State: (Lunch)**

	_____ School-Wide Paid Meals	@ \$ _____ =	\$ _____
	_____ Reduced Price	@ \$ _____ =	\$ _____
	_____ Free	@ \$ _____ =	\$ _____

	<b>(B) Subtotal Reimbursement</b>	<b>\$ _____</b>
--	-----------------------------------	-----------------

**Anticipated Reimbursement Federal & State: (Breakfast)**

	_____ School-Wide Paid Meals	@ \$ _____ =	\$ _____
	_____ Reduced Price	@ \$ _____ =	\$ _____
	_____ Free	@ \$ _____ =	\$ _____

	<b>(C) Subtotal Reimbursement</b>	<b>\$ _____</b>
--	-----------------------------------	-----------------

	<b>(A+B+C) Total Income</b>	<b>\$ _____</b>
--	-----------------------------	-----------------

**PROJECTED EXPENSES**



**FOOD**

Student Lunches _____ Meals	@ \$ _____ =	\$ _____
Student Breakfast _____ Meals	@ \$ _____ =	\$ _____
Adult Lunches _____ Meals	@ \$ _____ =	\$ _____
Employee Lunches _____ Meals	@ \$ _____ =	\$ _____

School-Wide A la Carte \$ \_\_\_\_\_

Special Functions \$ \_\_\_\_\_

U.S.D.A. Processing Charges \$ \_\_\_\_\_

U.S.D.A. Commodity Value (\$ \_\_\_\_\_)

Rebates (\$ \_\_\_\_\_)

Discounts (\$ \_\_\_\_\_)

Other Credits (\$ \_\_\_\_\_)

**Food Credit Subtotal Reimbursement** (\$ \_\_\_\_\_)

**(D) Net Food Cost** \$ \_\_\_\_\_

**LABOR**

Hourly Wages: (Employee schedules, work hours and rates of pay must be attached.)

Administration/Clerical \$ \_\_\_\_\_

Food Service Workers \$ \_\_\_\_\_

Other: \_\_\_\_\_ \$ \_\_\_\_\_

Other: \_\_\_\_\_ \$ \_\_\_\_\_

Salaries: (Employee schedules, work hours and rates of pay must be attached.)

Management \$ \_\_\_\_\_

Other: \_\_\_\_\_ \$ \_\_\_\_\_

Other Payroll Costs:

F.I.C.A. \$ \_\_\_\_\_

Retirement \$ \_\_\_\_\_

Unemployment Compensation \$ \_\_\_\_\_

Health & Life Insurance \$ \_\_\_\_\_

Workers Compensation \$ \_\_\_\_\_

Other: \_\_\_\_\_ \$ \_\_\_\_\_

Other: \_\_\_\_\_ \$ \_\_\_\_\_

Other: \_\_\_\_\_ \$ \_\_\_\_\_

**(E) Total Payroll and Benefits** \$ \_\_\_\_\_

**OTHER EXPENSES**

Auto Allowance \$ \_\_\_\_\_

Cafeteria Supplies (paper, cleaning, etc.) \$ \_\_\_\_\_

Commodity Delivery \$ \_\_\_\_\_

Other \$ \_\_\_\_\_

Depreciation \$ \_\_\_\_\_

Equipment Rental \$ \_\_\_\_\_

Insurance (fixed amount) \$ \_\_\_\_\_

Menu/Ticket Printing \$ \_\_\_\_\_

Office Supplies \$ \_\_\_\_\_

Performance Bond \$ \_\_\_\_\_

Physicals	\$ _____
Promotions	\$ _____
Replacements	\$ _____
Stationery/Postage	\$ _____
Telephone	\$ _____
Uniforms/Laundry	\$ _____
Manuals	\$ _____
Miscellaneous	\$ _____
General Liability Insurance	\$ _____
Other:Client repairs up to \$20,000	\$ _____
Other:Client monitoring up to \$15,000	\$ _____
Other:Client POS up to \$10,000	\$ _____
Other:_____	\$ _____
Other:_____	\$ _____
Other:_____	\$ _____
Other:_____	\$ _____
<b>(F) Total Other Expenses</b>	<b>\$ _____</b>

**ADMINISTRATIVE & MANAGEMENT (A&M) FEE**

Administrative & Management Fee = \_\_\_\_\_ Cents Per Meal or meal equivalent  
(Complete Calculation Below)

Student Annualized Meals \_\_\_\_\_ @ \$ \_\_\_\_\_ = \$ \_\_\_\_\_

Annualized A la Carte Meal Equivalent (\$3.77) \_\_\_\_\_ @ \$ \_\_\_\_\_ = \$ \_\_\_\_\_

**(G) Total A&M Fee** \$ \_\_\_\_\_

**(D+E+F+G) EXPENSE TOTAL** \$ \_\_\_\_\_

**PROFIT/SURPLUS** \$ \_\_\_\_\_

**ANNUAL BUDGET SUMMARY** (circle YES or NO answer)

- |  |     |    |
|--|-----|----|
| 1. Projected annual subsidy by WPS not to exceed the amount of \$ <u>0.00</u> .  | YES | NO |
| 2. Is the price of the student lunch increased?  | YES | NO |
| 3. Are the prices for A la Carte items changed?  | YES | NO |
| 4. Have you made a physical inspection of all school facilities and found all facilities and equipment to be satisfactory? | YES | NO |
| 5. Identify any clauses or conditions that would change the bottom line.   | YES | NO |

Does the FSMC attest that it has prepared a budget within which it can operate the cafeterias for the entire school year?

YES NO

**This proposal requires (as a minimum) a breakeven or a zero deficit program to the School Department.** No payment or subsidized reimbursement shall be made for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the sponsor for each food component specified in the School Lunch Pattern or do not otherwise meet the requirements of the contract.

**AGREED AND SIGNED BY :** \_\_\_\_\_

**DATE** \_\_\_\_\_

**ATTACHMENT – G**  
**FOOD SERVICE BUDGET**

**WPS Food Service Budget 2019-2020**

	Budget	Actual as of 1/31/2020
<b>Breakfast</b>	\$ 21,238	\$ 4,948
<b>Type A Lunch</b>	\$ 855,592	\$ 449,513
<b>A La Carte</b>	\$ 639,146	\$ 357,374
<b>Adult Sales</b>	\$ 35,622	\$ 15,979
<b>Fed Reimbursement</b>	\$ 197,181	\$ 97,911
<b>State Reimbursement</b>	\$ 16,670	\$ 7,632
<b>Catering</b>	\$ 30,800	\$ 6,999
<b>Vending Commission</b>	\$ 4,699	\$ 4,764
<b>.06 Reimbursement</b>	\$ 16,670	\$ 9,712
<b>Total Sales</b>	\$ 1,817,618	\$ 954,832
<b>Food Cost</b>	\$ 567,527	\$ 296,573
<b>Janitorial</b>	\$ 515	
<b>Paper</b>	\$ 55,788	\$ 27,628
<b>Payroll</b>	\$ 891,856	\$ 460,036
<b>Client payroll</b>	\$ 12,000	\$ 6,000
<b>Other Expense</b>	\$ 289,930	\$ 154,980
<b>Total cost</b>	\$ 1,817,616	\$ 945,217
<b>Return to District</b>	\$ 2	\$ 9,615

**ATTACHMENT – H**

**LABOR SCHEDULE**

<b>Wellesley Location</b>	<b>Position</b>	<b>Weekly hours</b>	<b>Rate</b>
Wellesley Admin	Assistant Manager	45.00	Salaried
Wellesley Middle School	Chef Manager	45.00	Salaried
Wellesley High School	Food Service Worker	37.50	\$13.50 - \$18.00
Wellesley Fiske Elementary	Food Service Worker	16.00	\$13.50 - \$18.00
Wellesley Admin	General Manager	45.00	Salaried
Wellesley High School	Chef Manager	45.00	Salaried
Wellesley Fiske Elementary	Food Service Worker	5.00	\$13.50 - \$18.00
Wellesley High School	Food Service Worker	16.50	\$13.50 - \$18.00
Wellesley High School	Food Service Worker	20.00	\$13.50 - \$18.00
Wellesley High School	Food Service Worker	20.00	\$13.50 - \$18.00
Wellesley High School	Food Service Worker	37.50	\$13.50 - \$18.00
Wellesley High School	Food Service Worker	35.00	\$13.50 - \$18.00
Wellesley High School	Food Service Worker	35.00	\$13.50 - \$18.00
Wellesley High School	Food Service Worker	35.00	\$13.50 - \$18.00
Wellesley High School	Cook	37.50	\$16.50 - \$19.00
Wellesley Middle School	Cook	37.50	\$16.50 - \$19.00
Wellesley Middle School	Food Service Worker	5.00	\$13.50 - \$18.00
Wellesley Middle School	Food Service Worker	5.00	\$13.50 - \$18.00
Wellesley Middle School	Food Service Worker	5.00	\$13.50 - \$18.00
Wellesley Middle School	Food Service Worker	25.00	\$13.50 - \$18.00
Wellesley Middle School	Food Service Worker	20.00	\$13.50 - \$18.00
Wellesley Middle School	Food Service Worker	32.00	\$13.50 - \$18.00
Wellesley Hardy Elementary	Food Service Worker	27.50	\$13.50 - \$18.00
Wellesley Middle School	Food Service Worker	37.50	\$13.50 - \$18.00
Wellesley Hunnewell Elementary	Food Service Worker	25.00	\$13.50 - \$18.00
Wellesley Middle School	Food Service Worker	25.00	\$13.50 - \$18.00
Wellesley Middle School	Food Service Worker	25.00	\$13.50 - \$18.00
Wellesley Middle School	Food Service Worker	20.00	\$13.50 - \$18.00
Wellesley Middle School	Food Service Worker	27.50	\$13.50 - \$18.00
Wellesley Middle School	Food Service Worker	27.50	\$13.50 - \$18.00
Wellesley Middle School	Food Service Worker	37.50	\$13.50 - \$18.00
Wellesley Bates Elementary	Food Service Worker	16.00	\$13.50 - \$18.00
Wellesley Schofield Elementary	Food Service Worker	16.00	\$13.50 - \$18.00
Wellesley Sprague Elementary	Food Service Worker	37.50	\$13.50 - \$18.00
Wellesley Upham Elementary	Food Service Worker	28.00	\$13.50 - \$18.00
Wellesley Sprague Elementary	Food Service Worker	20.00	\$13.50 - \$18.00

**ATTACHMENT – I**  
**FOOD SERVICE MONTHLY CLAIMS**



username:

### 11-317 Wellesley

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

Sponsor Claim

### District Level Claim

<b>1. General Information</b>	
District Name	Wellesley Public Schools
Claim Month/Year	AUG-2018 Claim 1, Rev 0
Mailing Address	40 Kingsbury Street Wellesley, MA 02481
Status	PAID
Phone	781-446-6250 Ext. 5708
Remarks	

**Number of Approved Applications on File:**

Program	Free	Reduced	Total
Lunch	314	37	351
Breakfast	185	21	206
Special Milk			
After School All Free	0		0
After School Other	0	0	0

**Summary Information By Program:**

**School Lunch and Breakfast**

Meal Type	# Sites	Enrollment	Operating Days	Attend.	Participation	Redu Student Charge	Adult Charge
Lunch	9	4884	3	4759	1205	0.40	4.00
Breakfast	2	2705	3	2645	17	0.30	1.50
Special Milk	0		0				
After School All Free	0	0	0	0	0		
After School Other	0	0	0	0	0	0.00	

**Special Milk**

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

**Meal Counts:**

Meal Type	Free	Reduced	Paid	Severe Free	Severe Reduced	All Free
Breakfast	45	6	0	0	0	
Lunch	390	39	3187			
After School Snack	0	0	0			0

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

Food Supplies	0.00	Non-Food Supplies	0.00
Labor to Prepare/Serve/Clean:	0.00	Supervisor(s):	0.00
Total:	0.00		
Number of Breakfasts Served by All Schools:	51	Average Cost:	0.0000

Not Claiming



username:

Security Portal Log Out

### 11-317 Wellesley

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

Sponsor Claim

### District Level Claim

<b>1. General Information</b>	
District Name	Wellesley Public Schools
Mailing Address	40 Kingsbury Street Wellesley, MA 02481
Phone	781-446-6250 Ext. 5708
Claim Month/Year	SEP-2018 Claim 1, Rev 0
Status	PAID
Remarks	

**Number of Approved Applications on File:**

Program	Free	Reduced	Total
Lunch	292	30	322
Breakfast	181	19	200
Special Milk			
After School All Free	0		0
After School Other	0	0	0

**Summary Information By Program:**

**School Lunch and Breakfast**

Meal Type	# Sites	Enrollment	Operating Days	Attend.	Participation	Redu Student Charge	Adult Charge
Lunch	9	4870	17	4757	1551	0.40	4.00
Breakfast	2	2695	17	2621	82	0.30	1.50
Special Milk	0		0				
After School All Free	0	0	0	0	0		
After School Other	0	0	0	0	0	0.00	

**Special Milk**

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

**Meal Counts:**

Meal Type	Free	Reduced	Paid	Severe Free	Severe Reduced	All Free
Breakfast	543	63	794	0	0	
Lunch	2905	282	23175			
After School Snack	0	0	0			0

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

Food Supplies	0.00	Non-Food Supplies	0.00
Labor to Prepare/Serve/Clean:	0.00	Supervisor(s):	0.00
Total:	0.00		
Number of Breakfasts Served by All Schools:	1400	Average Cost:	0.0000

Not Claiming



username:

### 11-317 Wellesley

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

Sponsor Claim

### District Level Claim

<b>1. General Information</b>	
District Name	Wellesley Public Schools
Claim Month/Year	OCT-2018 Claim 1, Rev 0
Mailing Address	40 Kingsbury Street Wellesley, MA 02481
Status	PAID
Phone	781-446-6250 Ext. 5708
Remarks	

<b>Number of Approved Applications on File:</b>				
	<b>Program</b>	<b>Free</b>	<b>Reduced</b>	<b>Total</b>
	Lunch	292	32	324
	Breakfast	181	19	200
	Special Milk			
	After School All Free	0		0
	After School Other	0	0	0

<b>Summary Information By Program:</b>								
<b>School Lunch and Breakfast</b>								
<b>Meal Type</b>	<b># Sites</b>	<b>Enrollment</b>	<b>Operating Days</b>	<b>Attend.</b>	<b>Participation</b>	<b>Redu Student Charge</b>	<b>Adult Charge</b>	
Lunch	9	4872	22	4727	1518	0.40	4.00	
Breakfast	2	2694	22	2601	90	0.30	1.50	
Special Milk	0		0					
After School All Free	0	0	0	0	0			
After School Other	0	0	0	0	0	0.00		

<b>Special Milk</b>			
	<b>Cost of Milk</b>	<b>Total Served</b>	
Purchased	0	Free Milk	0
Total Cost	0.00	Paid Milk	0
Cost Per	0.0000		

<b>Meal Counts:</b>						
<b>Meal Type</b>	<b>Free</b>	<b>Reduced</b>	<b>Paid</b>	<b>Severe Free</b>	<b>Severe Reduced</b>	<b>All Free</b>
Breakfast	724	84	1182	0	0	
Lunch	3610	376	29419			
After School Snack	0	0	0			0

<b>Total District Breakfast Operating Costs by Category (For sponsors with at least one severe need site):</b>			
Food Supplies	0.00	Non-Food Supplies	0.00
Labor to Prepare/Serve/Clean:	0.00	Supervisor(s):	0.00
Total:	0.00		
Number of Breakfasts Served by All Schools:	1990	Average Cost:	0.0000
<input type="checkbox"/> Not Claiming			





username:

### 11-317 Wellesley

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

Sponsor Claim

### District Level Claim

<b>1. General Information</b>	
District Name	Wellesley Public Schools
Claim Month/Year	NOV-2018 Claim 1, Rev 0
Mailing Address	40 Kingsbury Street Wellesley, MA 02481
Status	PAID
Phone	781-446-6250 Ext. 5708
Remarks	

**Number of Approved Applications on File:**

Program	Free	Reduced	Total
Lunch	296	38	334
Breakfast	180	20	200
Special Milk			
After School All Free	0		0
After School Other	0	0	0

**Summary Information By Program:**

**School Lunch and Breakfast**

Meal Type	# Sites	Enrollment	Operating Days	Attend.	Participation	Redu Student Charge	Adult Charge
Lunch	9	4867	16	4651	1618	0.40	4.00
Breakfast	2	2692	18	2569	80	0.30	1.50
Special Milk	0		0				
After School All Free	0	0	0	0	0		
After School Other	0	0	0	0	0	0.00	

**Special Milk**

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

**Meal Counts:**

Meal Type	Free	Reduced	Paid	Severe Free	Severe Reduced	All Free
Breakfast	512	52	867	0	0	
Lunch	2676	310	22903			
After School Snack	0	0	0			0

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

Food Supplies	0.00	Non-Food Supplies	0.00
Labor to Prepare/Serve/Clean:	0.00	Supervisor(s):	0.00
Total:	0.00		
Number of Breakfasts Served by All Schools:	1431	Average Cost:	0.0000

Not Claiming



username:

Security Portal Log Out

### 11-317 Wellesley

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

Sponsor Claim

#### District Level Claim

<b>1. General Information</b>	
District Name	Wellesley Public Schools
Claim Month/Year	DEC-2018 Claim 1, Rev 0
Mailing Address	40 Kingsbury Street Wellesley, MA 02481
Status	PAID
Phone	781-446-6250 Ext. 5708
Remarks	

**Number of Approved Applications on File:**

Program	Free	Reduced	Total
Lunch	296	38	334
Breakfast	180	20	200
Special Milk			
After School All Free	0		0
After School Other	0	0	0

**Summary Information By Program:**

**School Lunch and Breakfast**

Meal Type	# Sites	Enrollment	Operating Days	Attend.	Participation	Redu Student Charge	Adult Charge
Lunch	9	4867	14	4620	1622	0.40	4.00
Breakfast	2	2691	15	2540	82	0.30	1.50
Special Milk	0		0				
After School All Free	0	0	0	0	0		
After School Other	0	0	0	0	0	0.00	

**Special Milk**

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

**Meal Counts:**

Meal Type	Free	Reduced	Paid	Severe Free	Severe Reduced	All Free
Breakfast	440	39	756	0	0	
Lunch	2327	277	20105			
After School Snack	0	0	0			0

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

Food Supplies	0.00	Non-Food Supplies	0.00
Labor to Prepare/Serve/Clean:	0.00	Supervisor(s):	0.00
Total:	0.00		
Number of Breakfasts Served by All Schools:	1235	Average Cost:	0.0000

Not Claiming



username:

### 11-317 Wellesley

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

Sponsor Claim

### District Level Claim

<b>1. General Information</b>	
District Name	Wellesley Public Schools
Mailing Address	40 Kingsbury Street Wellesley, MA 02481
Phone	781-446-6250 Ext. 5708
Remarks	
Claim Month/Year	JAN-2019 Claim 1, Rev 0
Status	PAID

<b>Number of Approved Applications on File:</b>				
	<b>Program</b>	<b>Free</b>	<b>Reduced</b>	<b>Total</b>
	Lunch	296	37	333
	Breakfast	180	20	200
	Special Milk			
	After School All Free	0		0
	After School Other	0	0	0

<b>Summary Information By Program:</b>								
<b>School Lunch and Breakfast</b>								
<b>Meal Type</b>	<b># Sites</b>	<b>Enrollment</b>	<b>Operating Days</b>	<b>Attend.</b>	<b>Participation</b>	<b>Redu Student Charge</b>	<b>Adult Charge</b>	
Lunch	9	4859	20	4614	1519	0.40	4.00	
Breakfast	2	2686	21	2539	78	0.30	1.50	
Special Milk	0		0					
After School All Free	0	0	0	0	0			
After School Other	0	0	0	0	0	0.00		

<b>Special Milk</b>			
	<b>Cost of Milk</b>	<b>Total Served</b>	
Purchased	0	Free Milk	0
Total Cost	0.00	Paid Milk	0
Cost Per	0.0000		

<b>Meal Counts:</b>						
<b>Meal Type</b>	<b>Free</b>	<b>Reduced</b>	<b>Paid</b>	<b>Severe Free</b>	<b>Severe Reduced</b>	<b>All Free</b>
Breakfast	618	42	979	0	0	
Lunch	3212	404	26759			
After School Snack	0	0	0			0

<b>Total District Breakfast Operating Costs by Category (For sponsors with at least one severe need site):</b>			
Food Supplies	0.00	Non-Food Supplies	0.00
Labor to Prepare/Serve/Clean:	0.00	Supervisor(s):	0.00
Total:	0.00		
Number of Breakfasts Served by All Schools:	1639	Average Cost:	0.0000
<input type="checkbox"/> Not Claiming			



username:

Security Portal Log Out

### 11-317 Wellesley

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

Sponsor Claim

#### District Level Claim

<b>1. General Information</b>							
District Name		Wellesley Public Schools		Claim Month/Year		FEB-2019 Claim 1, Rev 0	
Mailing Address		40 Kingsbury Street Wellesley, MA 02481		Status		PAID	
Phone		781-446-6250 Ext. 5708					
Remarks							

<b>Number of Approved Applications on File:</b>				
	<b>Program</b>	<b>Free</b>	<b>Reduced</b>	<b>Total</b>
	Lunch	287	41	328
	Breakfast	167	22	189
	Special Milk			
	After School All Free	0		0
	After School Other	0	0	0

<b>Summary Information By Program:</b>							
<b>School Lunch and Breakfast</b>							
<b>Meal Type</b>	<b># Sites</b>	<b>Enrollment</b>	<b>Operating Days</b>	<b>Attend.</b>	<b>Participation</b>	<b>Redu Student Charge</b>	<b>Adult Charge</b>
Lunch	9	4861	13	4571	1562	0.40	4.00
Breakfast	2	2686	15	2511	77	0.30	1.50
Special Milk	0		0				
After School All Free	0	0	0	0	0		
After School Other	0	0	0	0	0	0.00	

<b>Special Milk</b>			
<b>Cost of Milk</b>		<b>Total Served</b>	
Purchased	0	Free Milk	0
Total Cost	0.00	Paid Milk	0
Cost Per	0.0000		

<b>Meal Counts:</b>						
<b>Meal Type</b>	<b>Free</b>	<b>Reduced</b>	<b>Paid</b>	<b>Severe Free</b>	<b>Severe Reduced</b>	<b>All Free</b>
Breakfast	442	46	671	0	0	
Lunch	2136	288	17879			
After School Snack	0	0	0			0

<b>Total District Breakfast Operating Costs by Category (For sponsors with at least one severe need site):</b>			
Food Supplies	0.00	Non-Food Supplies	0.00
Labor to Prepare/Serve/Clean:	0.00	Supervisor(s):	0.00
Total:	0.00		
Number of Breakfasts Served by All Schools:	1159	Average Cost:	0.0000
<input type="checkbox"/> Not Claiming			



username:

### 11-317 Wellesley

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

Sponsor Claim

#### District Level Claim

<b>1. General Information</b>							
District Name	Wellesley Public Schools			Claim Month/Year	MAR-2019 Claim 1, Rev 0		
Mailing Address	40 Kingsbury Street Wellesley, MA 02481			Status	PAID		
Phone	781-446-6250 Ext. 5708						
Remarks							

<b>Number of Approved Applications on File:</b>				
	<b>Program</b>	<b>Free</b>	<b>Reduced</b>	<b>Total</b>
	Lunch	280	42	322
	Breakfast	166	23	189
	Special Milk			
	After School All Free	0		0
	After School Other	0	0	0

<b>Summary Information By Program:</b>							
<b>School Lunch and Breakfast</b>							
<b>Meal Type</b>	<b># Sites</b>	<b>Enrollment</b>	<b>Operating Days</b>	<b>Attend.</b>	<b>Participation</b>	<b>Redu Student Charge</b>	<b>Adult Charge</b>
Lunch	9	4859	19	4660	1584	0.40	4.00
Breakfast	2	2685	20	2575	75	0.30	1.50
Special Milk	0		0				
After School All Free	0	0	0	0	0		
After School Other	0	0	0	0	0	0.00	

<b>Special Milk</b>			
	<b>Cost of Milk</b>	<b>Total Served</b>	
Purchased	0	Free Milk	0
Total Cost	0.00	Paid Milk	0
Cost Per	0.0000		

<b>Meal Counts:</b>						
<b>Meal Type</b>	<b>Free</b>	<b>Reduced</b>	<b>Paid</b>	<b>Severe Free</b>	<b>Severe Reduced</b>	<b>All Free</b>
Breakfast	579	49	878	0	0	
Lunch	3227	391	26487			
After School Snack	0	0	0			0

<b>Total District Breakfast Operating Costs by Category (For sponsors with at least one severe need site):</b>			
Food Supplies	0.00	Non-Food Supplies	0.00
Labor to Prepare/Serve/Clean:	0.00	Supervisor(s):	0.00
Total:	0.00		
Number of Breakfasts Served by All Schools:	1506	Average Cost:	0.0000
<input type="checkbox"/> Not Claiming			



username:

### 11-317 Wellesley

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

Sponsor Claim

### District Level Claim

<b>1. General Information</b>	
District Name: Wellesley Public Schools	Claim Month/Year: APR-2019 Claim 1, Rev 0
Mailing Address: 40 Kingsbury Street Wellesley, MA 02481	Status: PAID
Phone: 781-446-6250 Ext. 5708	
Remarks:	

**Number of Approved Applications on File:**

Program	Free	Reduced	Total
Lunch	291	42	333
Breakfast	174	23	197
Special Milk			
After School All Free	0		0
After School Other	0	0	0

**Summary Information By Program:**

**School Lunch and Breakfast**

Meal Type	# Sites	Enrollment	Operating Days	Attend.	Participation	Redu Student Charge	Adult Charge
Lunch	9	4861	16	4640	1538	0.40	4.00
Breakfast	2	2687	17	2569	84	0.30	1.50
Special Milk	0		0				
After School All Free	0	0	0	0	0		
After School Other	0	0	0	0	0	0.00	

**Special Milk**

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

**Meal Counts:**

Meal Type	Free	Reduced	Paid	Severe Free	Severe Reduced	All Free
Breakfast	530	49	848	0	0	
Lunch	2612	302	21690			
After School Snack	0	0	0			0

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

Food Supplies:	0.00	Non-Food Supplies:	0.00
Labor to Prepare/Serve/Clean:	0.00	Supervisor(s):	0.00
Total:	0.00		
Number of Breakfasts Served by All Schools:	1427	Average Cost:	0.0000

Not Claiming



username:

### 11-317 Wellesley

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

Sponsor Claim

### District Level Claim

<b>1. General Information</b>	
District Name	Wellesley Public Schools
Claim Month/Year	MAY-2019 Claim 1, Rev 0
Mailing Address	40 Kingsbury Street Wellesley, MA 02481
Status	PAID
Phone	781-446-6250 Ext. 5708
Remarks	

**Number of Approved Applications on File:**

Program	Free	Reduced	Total
Lunch	291	40	331
Breakfast	174	23	197
Special Milk			
After School All Free	0		0
After School Other	0	0	0

**Summary Information By Program:**

**School Lunch and Breakfast**

Meal Type	# Sites	Enrollment	Operating Days	Attend.	Participation	Redu Student Charge	Adult Charge
Lunch	9	4862	21	4678	1496	0.40	4.00
Breakfast	2	2687	22	2567	85	0.30	1.50
Special Milk	0		0				
After School All Free	0	0	0	0	0		
After School Other	0	0	0	0	0	0.00	

**Special Milk**

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

**Meal Counts:**

Meal Type	Free	Reduced	Paid	Severe Free	Severe Reduced	All Free
Breakfast	745	72	1046	0	0	
Lunch	3340	381	27691			
After School Snack	0	0	0			0

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

Food Supplies	0.00	Non-Food Supplies	0.00
Labor to Prepare/Serve/Clean:	0.00	Supervisor(s):	0.00
Total:	0.00		
Number of Breakfasts Served by All Schools:	1863	Average Cost:	0.0000

Not Claiming



username:

Security Portal Log Out

### 11-317 Wellesley

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

Sponsor Claim

#### District Level Claim

1. General Information							
District Name	Wellesley Public Schools			Claim Month/Year	JUN-2019 Claim 1, Rev 0		
Mailing Address	40 Kingsbury Street Wellesley, MA 02481			Status	PAID		
Phone	781-446-6250 Ext. 5708						
Remarks							
<b>Number of Approved Applications on File:</b>							
	<b>Program</b>	<b>Free</b>	<b>Reduced</b>	<b>Total</b>			
	Lunch	291	39	330			
	Breakfast	174	22	196			
	Special Milk						
	After School All Free	0		0			
	After School Other	0	0	0			
<b>Summary Information By Program:</b>							
<b>School Lunch and Breakfast</b>							
<b>Meal Type</b>	<b># Sites</b>	<b>Enrollment</b>	<b>Operating Days</b>	<b>Attend.</b>	<b>Participation</b>	<b>Redu Student Charge</b>	<b>Adult Charge</b>
Lunch	9	4861	8	4754	1457	0.40	4.00
Breakfast	2	2687	10	2621	44	0.30	1.50
Special Milk	0		0				
After School All Free	0	0	0	0	0		
After School Other	0	0	0	0	0	0.00	
<b>Special Milk</b>							
	<b>Cost of Milk</b>			<b>Total Served</b>			
Purchased	0			Free Milk		0	
Total Cost	0.00			Paid Milk		0	
Cost Per	0.0000						
<b>Meal Counts:</b>							
<b>Meal Type</b>	<b>Free</b>	<b>Reduced</b>	<b>Paid</b>	<b>Severe Free</b>	<b>Severe Reduced</b>	<b>All Free</b>	
Breakfast	221	16	198	0	0		
Lunch	1252	139	10266				
After School Snack	0	0	0			0	
<b>Total District Breakfast Operating Costs by Category (For sponsors with at least one severe need site):</b>							
Food Supplies		0.00		Non-Food Supplies		0.00	
Labor to Prepare/Serve/Clean:		0.00		Supervisor(s):		0.00	
Total:		0.00					
Number of Breakfasts Served by All Schools:		435		Average Cost:		0.0000	
<input type="checkbox"/> Not Claiming							





username:

### 11-317 Wellesley

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

Sponsor Claim

### District Level Claim

<b>1. General Information</b>	
District Name	Wellesley Public Schools
Claim Month/Year	AUG-2019 Claim 1, Rev 0
Mailing Address	40 Kingsbury Street Wellesley, MA 02481
Status	PAID
Phone	781-446-6250 Ext. 5708
Remarks	

**Number of Approved Applications on File:**

Program	Free	Reduced	Total
Lunch	307	34	341
Breakfast	185	22	207
Special Milk			
After School All Free	0		0
After School Other	0	0	0

**Summary Information By Program:**

**School Lunch and Breakfast**

Meal Type	# Sites	Enrollment	Operating Days	Attend.	Participation	Redu Student Charge	Adult Charge
Lunch	9	4789	2	4633	1727	0.40	4.67
Breakfast	2	2699	2	2620	43	0.30	1.50
Special Milk	0		0				
After School All Free	0	0	0	0	0		
After School Other	0	0	0	0	0	0.00	

**Special Milk**

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

**Meal Counts:**

Meal Type	Free	Reduced	Paid	Severe Free	Severe Reduced	All Free
Breakfast	45	6	34	0	0	
Lunch	361	39	3054			
After School Snack	0	0	0			0

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

Food Supplies	0.00	Non-Food Supplies	0.00
Labor to Prepare/Serve/Clean:	0.00	Supervisor(s):	0.00
Total:	0.00		
Number of Breakfasts Served by All Schools:	85	Average Cost:	0.0000

Not Claiming



username:

### 11-317 Wellesley

\*Claim SEP-2019 Claim 1, Rev 0 (PAID) ▾

Sponsor Claim

### District Level Claim

<b>1. General Information</b>	
District Name: Wellesley Public Schools	Claim Month/Year: SEP-2019 Claim 1, Rev 0
Mailing Address: 40 Kingsbury Street Wellesley, MA 02481	Status: PAID
Phone: 781-446-6250 Ext. 5708	
Remarks:	

**Number of Approved Applications on File:**

Program	Free	Reduced	Total
Lunch	307	35	342
Breakfast	185	22	207
Special Milk			
After School All Free	0		0
After School Other	0	0	0

**Summary Information By Program:**

**School Lunch and Breakfast**

Meal Type	# Sites	Enrollment	Operating Days	Attend.	Participation	Redu Student Charge	Adult Charge
Lunch	9	4769	19	4654	1507	0.40	4.67
Breakfast	2	2674	19	2598	63	0.30	1.50
Special Milk	0		0				
After School All Free	0	0	0	0	0		
After School Other	0	0	0	0	0	0.00	

**Special Milk**

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

**Meal Counts:**

Meal Type	Free	Reduced	Paid	Severe Free	Severe Reduced	All Free
Breakfast	470	44	689	0	0	
Lunch	3034	303	25304			
After School Snack	0	0	0			0

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

Food Supplies:	0.00	Non-Food Supplies:	0.00
Labor to Prepare/Serve/Clean:	0.00	Supervisor(s):	0.00
Total:	0.00		
Number of Breakfasts Served by All Schools:	1203	Average Cost:	0.0000

Not Claiming



username:

Security Portal Log Out

### 11-317 Wellesley

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

Sponsor Claim

#### District Level Claim

<b>1. General Information</b>	
District Name: Wellesley Public Schools	Claim Month/Year: OCT-2019 Claim 1, Rev 0
Mailing Address: 40 Kingsbury Street Wellesley, MA 02481	Status: PAID
Phone: 781-446-6250 Ext. 5708	
Remarks:	

**Number of Approved Applications on File:**

Program	Free	Reduced	Total
Lunch	302	31	333
Breakfast	181	19	200
Special Milk			
After School All Free	0		0
After School Other	0	0	0

**Summary Information By Program:**

**School Lunch and Breakfast**

Meal Type	# Sites	Enrollment	Operating Days	Attend.	Participation	Redu Student Charge	Adult Charge
Lunch	9	4765	20	4616	1591	0.40	4.67
Breakfast	2	2669	21	2570	69	0.30	1.50
Special Milk	0		0				
After School All Free	0	0	0	0	0		
After School Other	0	0	0	0	0	0.00	

**Special Milk**

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

**Meal Counts:**

Meal Type	Free	Reduced	Paid	Severe Free	Severe Reduced	All Free
Breakfast	573	42	825	0		
Lunch	3333	336	28153			
After School Snack	0	0	0			0

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

Food Supplies:	0.00	Non-Food Supplies:	0.00
Labor to Prepare/Serve/Clean:	0.00	Supervisor(s):	0.00
Total:	0.00		
Number of Breakfasts Served by All Schools:	1440	Average Cost:	0.0000
<input type="checkbox"/> Not Claiming			



username:

### 11-317 Wellesley

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

Sponsor Claim

#### District Level Claim

<b>1. General Information</b>	
District Name	Wellesley Public Schools
Claim Month/Year	NOV-2019 Claim 1, Rev 0
Mailing Address	40 Kingsbury Street Wellesley, MA 02481
Status	PAID
Phone	781-446-6250 Ext. 5708
Remarks	

**Number of Approved Applications on File:**

Program	Free	Reduced	Total
Lunch	302	31	333
Breakfast	181	19	200
Special Milk			
After School All Free	0		0
After School Other	0	0	0

**Summary Information By Program:**

**School Lunch and Breakfast**

Meal Type	# Sites	Enrollment	Operating Days	Attend.	Participation	Redu Student Charge	Adult Charge
Lunch	9	4785	16	4539	1585	0.40	4.67
Breakfast	2	2669	18	2533	61	0.30	1.50
Special Milk	0		0				
After School All Free	0	0	0	0	0		
After School Other	0	0	0	0	0	0.00	

**Special Milk**

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

**Meal Counts:**

Meal Type	Free	Reduced	Paid	Severe Free	Severe Reduced	All Free
Breakfast	486	31	572	0	0	
Lunch	2443	253	22657			
After School Snack	0	0	0			0

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

Food Supplies	0.00	Non-Food Supplies	0.00
Labor to Prepare/Serve/Clean:	0.00	Supervisor(s):	0.00
Total:	0.00		
Number of Breakfasts Served by All Schools:	1089	Average Cost:	0.0000

Not Claiming



username:

### 11-317 Wellesley

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

Sponsor Claim

#### District Level Claim

<b>1. General Information</b>	
District Name: Wellesley Public Schools	Claim Month/Year: DEC-2019 Claim 1, Rev 0
Mailing Address: 40 Kingsbury Street Wellesley, MA 02481	Status: PAID
Phone: 781-446-6250 Ext. 5708	
Remarks:	

**Number of Approved Applications on File:**

Program	Free	Reduced	Total
Lunch	269	26	295
Breakfast	158	16	174
Special Milk			
After School All Free	0		0
After School Other	0	0	0

**Summary Information By Program:**

**School Lunch and Breakfast**

Meal Type	# Sites	Enrollment	Operating Days	Attend.	Participation	Redu Student Charge	Adult Charge
Lunch	9	4765	12	4623	1591	0.40	4.67
Breakfast	2	2669	13	2603	62	0.30	1.50
Special Milk	0		0				
After School All Free	0	0	0	0	0		
After School Other	0	0	0	0	0	0.00	

**Special Milk**

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

**Meal Counts:**

Meal Type	Free	Reduced	Paid	Severe Free	Severe Reduced	All Free
Breakfast	348	27	432	0	0	
Lunch	1851	184	17052			
After School Snack	0	0	0			0

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

Food Supplies:	0.00	Non-Food Supplies:	0.00
Labor to Prepare/Serve/Clean:	0.00	Supervisor(s):	0.00
Total:	0.00		
Number of Breakfasts Served by All Schools:	807	Average Cost:	0.0000

Not Claiming



username:

### 11-317 Wellesley

\*Claim JAN-2020 Claim 1, Rev 0 (PAID) ▼

Sponsor Claim

### District Level Claim

<b>1. General Information</b>	
District Name	Wellesley Public Schools
Claim Month/Year	JAN-2020 Claim 1, Rev 0
Mailing Address	40 Kingsbury Street Wellesley, MA 02481
Status	PAID
Phone	781-446-6250 Ext. 5708
Remarks	

**Number of Approved Applications on File:**

Program	Free	Reduced	Total
Lunch	288	28	316
Breakfast	78	9	87
Special Milk			
After School All Free	0		0
After School Other	0	0	0

**Summary Information By Program:**

**School Lunch and Breakfast**

Meal Type	# Sites	Enrollment	Operating Days	Attend.	Participation	Redu Student Charge	Adult Charge
Lunch	9	4769	20	4486	1520	0.40	4.67
Breakfast	1	1165	21	1082	12	0.30	1.50
Special Milk	0		0				
After School All Free	0	0	0	0	0		
After School Other	0	0	0	0	0	0.00	

**Special Milk**

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

**Meal Counts:**

Meal Type	Free	Reduced	Paid	Severe Free	Severe Reduced	All Free
Breakfast	150	5	94	0	0	
Lunch	3190	277	26930			
After School Snack	0	0	0			0

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

Food Supplies	0.00	Non-Food Supplies	0.00
Labor to Prepare/Serve/Clean:	0.00	Supervisor(s):	0.00
Total:	0.00		
Number of Breakfasts Served by All Schools:	249	Average Cost:	0.0000
<input type="checkbox"/> Not Claiming			

**ATTACHMENT – J**

**APPROVED CALENDAR 2020-2021**

Anticipated Lunch Service Days\*

Secondary Schools: 169 days

Elementary Schools: 139 days

\* Lunch service days are subject to change due to snow days and exam days.

# WPS 2020-21 ACADEMIC YEAR CALENDAR

August 20						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February 21						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

September 20						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

March 21						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

October 20						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April 21						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

November 20						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May 21						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

December 20						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June 21						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

January 21						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Aug 26, 27&28 (Wed-Fri) **New Professional Staff**  
 Aug 31 & Sept 1 (Mon/Tues) **All Professional Staff**  
**September 2 (Wed) School Begins All Students**  
 September 2 thru 11 **Kindergarten Begins - Half Days**  
 September 7 (Monday) **Labor Day - No School**  
 September 14 (Monday) **Kindergarten - Full Days Start**  
 September 28 (Monday) **Yom Kippur - No School**  
 October 12 (Monday) **Columbus Day - No School**  
 October 27 (Tuesday) *Early Dismissal PreK-5 Parent Conf*  
 November 3 (Tuesday) *2 Hour Delayed Start*  
 November 11 (Wednesday) **Veteran's Day - No School**  
 November 25 (Wednesday) *Early dismissal all schools*  
 November 26-27(Thurs,Fri) **Thanksgiving Recess - No School**  
 November 30 (Monday) **Professional Day - No School**  
 December 24 - January 1 **Year-end Vacation**

### 2021

January 4 (Monday) School Reopens  
 January 18 (Monday) **Martin Luther King Day-No School**  
 February 15 - 19 **February Vacation Week**  
 April 2 (Friday) **Good Friday - No School**  
 April 6 (Tuesday) *Early Dismissal PreK-5 Parent Conf*  
 April 19 - 23 **April Vacation Week**  
 May 31 (Monday) **Memorial Day - No School**  
 June 4 (Friday) **WHS Grad/Half Day WHS Only**  
**June 24 (Thursday) Closing Day All Students (1/2 day-assumes 5 snow days)**  
 June 25 (Friday) Closing Day-Teachers (assumes 5 snow days)

**Please see PAWS Website for PAWS-specific Start/Stop Dates**  
**Graduation day is Friday, June 4.** The final day of school will be adjusted depending on days lost due to inclement weather.  
 (Teachers work 184 days; students attend 180 days.)

- No School
- Additional **Elementary** Early Release Date for Parent Conf.
- Early Release Dates for **WMS and WHS**
- Early Release Date for **WMS Only**
- Early Release Date for **WHS Only**
- 2 Hour Delayed Start - **All Schools**

**Early release:** Elementary students are dismissed on Wed. at 12 noon. Middle School (11:19 am) and High School (11:29 am) early dismissal dates are: Oct. 14, Nov. 4 and 25, Dec. 2, Jan. 6, Feb. 3, March 3, April 7, May 5, June early dismissals are Middle School: June 2; High School: June 4.

The final day of school will be a half day. For elementary students there will only be one half day during the final week of school. If the last day of school is a Thursday or Friday, the preceding Wednesday for elementary students will be a full day.

#### Student Scheduled Days

September	19	February	15
October	21	March	23
November	17	April	16
December	17	May	20
January	19	June	18
			185

**Football** First day of practice: Monday, TBD  
**Fall Athletics** First day of practice: Thursday, TBD  
**Winter Athletics** First day of practice: Monday, TBD  
**Spring Athletics** First day of practice: Monday, TBD

**Approved by School Committee: December 3, 2019**



**ATTACHMENT – K**

**INTENTIONALLY LEFT BLANK**

**ATTACHMENT – L**

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**ATTACHMENT – M**

**ELEMENTARY SCHOOL MENU**

**ATTACHMENT – N**

**MIDDLE SCHOOL MENU**

**ATTACHMENT – O**

**HIGH SCHOOL MENU**

## ATTACHMENT – P

### Wellesley Public Schools Wellness Policy and Guidelines

#### **File: ADF-R - WELLNESS POLICY IMPLEMENTATION GUIDELINES**

#### **Implementation**

*Department of Food Services*

#### **School Meals**

Meals served through the National School Lunch Program will:

- be appealing and attractive to children;
- be served in clean and pleasant settings;
- meet, at minimum, nutrition requirements established by local, state, and federal statutes and regulations;
- offer a variety of fruits and vegetables;
- offer low fat and/or fat free milk daily;
- offer a variety of bread and bread products, including an assortment of whole grain bread products.

#### **Free and Reduced-priced Meals**

Applications will be made available to eligible families. Every effort will be made to protect the privacy of the students and prevent overt identification of eligible students.

#### **Sharing of Foods and Beverages**

The sharing of food and beverages with one another during meal or snack times is discouraged due to students with food allergies and dietary restrictions.

#### **Nutrition Information**

Nutrition information for all food and food products is available for review on the District website: <http://www.wellesleyps.org/>.

#### **Food Safety**

All foods made available through the food services department will comply with state and local food safety and sanitation regulations.

#### **Food Allergies / Dietary Restrictions**

Student information regarding food allergies and dietary restrictions will be entered into the computerized POS (point of sale) program with parental permission. This will serve as another stop-gate precaution for protecting students with food allergies and restrictions.

#### **A la Carte and Competitive Foods**

In accordance with the Massachusetts School Nutrition Law, all foods sold or provided to students outside of the National School Lunch Program will meet the standards listed below. The standards will apply 30 minutes before

and until 30 minutes after the school day, with the exception of vending machines, which shall comply with these standards at all times.

The Committee recognizes the value of fundraisers for school-sanctioned student groups and clubs. Student fundraising activities involving the sale of competitive foods or beverages are permitted to the extent that federal and state laws and regulations allow, and may occur with the permission of the Superintendent or designee.

Competitive foods are defined as foods and beverages sold or provided in:

- School cafeterias offered as a la carte items
- School stores and snack bars
- Vending machines (including the staff/faculty room)

## NUTRITION EDUCATION

Nutrition Education is provided and promoted in Fitness and Health classes and through the Nurse's Offices so that students learn the skills and knowledge to make healthy food choices.

### Implementation

#### *Department of Fitness and Health*

- Nutrition education is integrated into the physical education and health education curricula. For example:
- At the elementary level, the components of healthy nutritional practices are taught through game play, physical activity and during classroom lessons.
- The system-wide elementary "Strive for 5" initiative promotes healthy eating at school and at home.
- Health classes promote eating fruits, vegetables, and whole grain products, as well as low-fat and fat-free dairy products. In addition, healthy food preparation methods and health-enhancing nutrition practices are taught at the middle school level.
- The sixth grade "Working on Wellness" program focuses on independent skills and knowledge for managing one's own eating habits. The WOW course emphasizes caloric balance between food intake and energy expenditure (physical activity/exercise).
- The seventh grade health program and the eighth grade elective cooking course reinforce and build on the skills learned in the sixth grade.
- The High School Family and Consumer Science program offers several courses on wellness, nutrition, and healthy cooking.
- In High School fitness classes, students learn nutritional concepts as they apply to their coursework - i.e. hydration, sports nutrition, exercise physiology and the promotion of media literacy in nutrition (the "Health Issues" course).
- Whenever possible, the Fitness and Health Department links with the Department of Nursing and the Food Service Director to collaborate on the school meal program, other school foods, and nutrition-related community services.

### Implementation

#### *Department of Nursing*

The school nurses actively promote healthy eating to students through:

- Individual advice

- Collaboration with Fitness and Health teachers
- Participation in "Strive for 5" program at the elementary level
- Newsletter articles about benefits of eating healthy breakfasts, healthy food choices and about the benefits of physical activity
- Bulletin board displays about healthy snacks, eating breakfast, exercise, etc.
- Working with families to increase their understanding of the importance of exercise (daily physical activity) for everyone in the family

## FITNESS AND HEALTH EDUCATION AND OPPORTUNITIES

Fitness and health education and opportunities for physical activity are essential elements of each school's instructional program. The program shall provide the opportunity for all students to develop the skills, knowledge and attitudes necessary to participate in a lifetime of healthy physical activity.

### **Implementation**

#### *Department of Fitness and Health*

- All school-based activities that are designed to promote student wellness and increase physical activity are consistent with local policy goals, Massachusetts State Frameworks and the National Frameworks for Physical Education and Health.
- Students are provided opportunities for physical activity during the school day through Fitness and Health courses and during recess period for elementary school students.
- Families should not assume that the school is or will be responsible for ensuring that their children will receive ALL of the national recommendations for moderate and vigorous activity during the daily school hours. Families need to encourage additional physical activity in order to achieve the standard for moderate to vigorous exercise on a daily basis.

### **Physical Education (P.E.) K-12**

Students in the District have regularly scheduled fitness classes at the elementary and middle school levels, and are provided with the opportunity to sign up for classes at the high school level. The instructional focus is teaching the knowledge and skills needed to live a healthy lifestyle. Instruction is wellness-based with an emphasis on educating the whole child. Participation in an extensive range of fitness activities and instruction addresses the varied interests, needs and abilities of the diverse student population. **All** students in grades K-12, including students with disabilities, special health care needs, and in alternative educational programs, will participate in physical education classes equivalent to:

- Kindergarten and Grade 1: Two 30 minute periods per week
- Grades 2 - 5: One 50-minute period per week
- Grades 6 - 8: Three 52 minute periods per six-day cycle
- Grades 9 - 12: Four semesters of Fitness and Health must be completed to graduate. A semester course gives the student three one-hour periods per seven-day cycle



A certified physical education teacher will teach all physical education classes. Physical education classes will be an environment where students learn, practice and are assessed on developmentally appropriate motor skills, social skills and knowledge. Physical education classes will include instruction in individual activities as well as competitive and non-competitive team sports to encourage life-long physical activity. Adequate equipment will be available for all students to participate in physical education classes. Physical activity facilities on school grounds will be safe. Physical education classes will provide a physical and social environment that encourages safe and enjoyable activities for all students.

### **Physical Activity Opportunities Before and After School**

School-based activities are offered beyond the school day to enhance the learning in fitness classes. Elementary sports programs and "Exercise Across Massachusetts" are offered at the elementary level, in addition to monthly "Walk to School" days at each school. The middle and high schools will offer extracurricular physical activity programs, such as physical activity clubs or the M.S. intramural program. This program features a variety of fitness activities, open gymnasium and Fitness Center options, as well as a variety of different sports and games. Certified Physical Education instructors monitor these sessions. Students at Wellesley High School have before- and after-school access to a well-equipped Fitness Center for the pursuit of personal fitness and individual workouts. The High School and Middle School, as appropriate, will offer interscholastic sports programs. The District will offer a range of activities that meet the needs, interests, and abilities of all students, including boys, girls, students with disabilities, and students with special health-care needs.

## SCHOOL-BASED ACTIVITIES PROMOTING WELLNESS

All school-based activities are designed to promote wellness.

### **Implementation**

#### *Department of Fitness and Health*

- The Fitness and Health department provides additional coverage for the after-school sports program at the elementary level, the intramural sports program at the Middle School and the Fitness Center coverage at the High School.
- The "Count Me In" program is run by the Fitness and Health faculty at the elementary level, in collaboration with the classroom teachers. This program focuses on students with special needs and on acceptance for differences. For example, the P.E. instructors teach classes where the students experience what it is like to have a physical disability. Another example is the unit on food allergies that is taught to all first graders by classroom teachers as part of this curriculum.
- Annually, the Middle School Fitness and Health faculty run two events: the "Turkey Trot" run and the "Mini Marathon", both designed to foster and encourage fitness-walking and running as a means to stay physically active and to develop a community-wide endeavor around physical education.
- The High School holds a "Be Well!" wellness initiative and auction every other year for the faculty. This initiative is designed to encourage and promote staff healthy lifestyle habits.
- The MetroWest Adolescent Health Survey is administered every other year to both the Middle School and High School students. The results of this survey are used to inform and guide the Health curriculum as well as other district-wide initiatives to keep the Wellesley students safe and healthy.

## **Implementation**

### *Department of Nursing*

The school health program is based on a partnership between faculty, staff, school administration, external health care providers, parents, and the community. The goal of the school health program is to complement and support the school's academic mission while promoting and improving student's health.

- All students and staff have access to nursing health services.
- Requirements for physical examinations and immunizations are enforced according to the Department of Public Health guidelines.
- Student health concern information relevant to the students' participation in school is collected and parent permission is obtained in order to share this information with appropriate faculty and staff.
- A unit of food allergies is taught to all students in first grade by classroom teachers and nurses as part of the "Count Me In" curriculum.
- Annual health screenings are conducted each year according to the Department of Public Health guidelines.
- The school nurses are prepared to respond to any type of emergency that may occur at school including disaster, terrorism and pandemic outbreaks.
- There is a medical director for the school health program available to consult with the school nurses and Superintendent as needed.
- Parents of children who do not have health insurance are referred to Mass Health or the Children's Medical Security Plan.

## **Healthy and Safe Environment**

The District will provide a safe environment before, during and after school.

- All buildings will meet health and safety standards and codes.
- All schools will be free of tobacco, nicotine delivery services including e-cigarettes, alcohol and drugs.
- The schools will have zero tolerance for violence and harassment.
- The District supports a culture where everyone is respected and accepted.

## **Daily Recess**

All elementary school students will have daily-supervised recess.

- Schools will preferably hold recess outdoors, weather permitting.
- Schools will encourage, verbally and through the provision of space and equipment, moderate to vigorous physical activity.
- Schools will endeavor to schedule recess prior to lunch since research indicates that physical activity prior to lunch can increase nutrient intake and reduce food waste.

## **Social and Emotional Health**

The District values the social and emotional well-being of students, faculty and staff, and:

- Provides a supportive environment that includes counseling, guidance and social work.
- Encourages students to develop skills to express thoughts and feelings responsibly.
- Fosters an atmosphere where differences are respected.
- Facilitates student participation in the MetroWest Adolescent Health Survey and other screening programs as determined by the District in order to collect data to be used for program development, student support and risk assessment.
- Refers identified at-risk students to the appropriate resources.

The social and emotional health of students is additionally supported by outside community resources.

## **Staff Wellness**

The District values the health and well-being of every staff member. Personal efforts to maintain a healthy lifestyle are supported and encouraged:

- The health and safety of all staff is a priority for the District.
- The District provides a work environment that is free from dangers and consistent with occupational safety laws.
- There is an Employee Assistance Program (EAP) available to all employees
- Staff members are encouraged to use the Fitness Center at the High School before and/or after school hours. This is supported by the provision of coverage by the Fitness and Health staff.

## **Recycling Program**

The District recognizes its responsibility to work towards waste reduction and recycling in an effort to support environmental benefits.

- All schools foster recycling.
- Food services model environmentally sound practices and involve students and staff in reducing waste.

## **THE SCHOOL WELLNESS ADVISORY COMMITTEE**

The School Wellness Advisory Committee will monitor the progress of this policy.

## **Implementation**

### *The School Wellness Advisory Committee*

The School Wellness Advisory Committee (SWAC) has been established to ensure that the District has a system in place to deal effectively with school health issues. This district-level group of committee members will be charged with making recommendations concerning school health/wellness policies, programs and practices.

The Superintendent is responsible for appointing committee members and replacements as needed as well as appointing a liaison between the Superintendent's Office and the School Wellness Advisory Committee.

The major goal of this committee is to adopt *student wellness* as one of the core values in the District.

### **Committee Structure**

The School Wellness Advisory Committee shall have representation from the following departments:

- Nursing Services
- Health and Fitness
- School Physician
- Teacher
- School nutrition/food service
- Parent representative
- School Committee representative
- Student representative
- School Administration
- Board of Health
- Community Youth Coordinator
- School Resource Officer

### **Function**

The School Wellness Advisory Committee will meet at least four times during the school year. The main focus of the committee is to recommend and/or review district-wide policies to promote student wellness in the areas of:

- Health education
- School nutrition
- Physical education
- Social and emotional well-being

The School Wellness Advisory Committee is charged with identifying goals and objectives for the school year. These goals and objectives must be observable and/or measurable. The committee must also establish a process or self-assessment tool to evaluate progress in reaching the goals and objectives.

### **Areas for Consideration**

Recommendations regarding the establishment/function of school building-based wellness teams and initiatives.

- Address recommendations and suggestions from the group represented on the committee from the schools and community.
- Input from schools that may be affected by said goals and objectives.

- Incorporate general health data reflective of the community.
- Information about current District programs and practices relating to student health.

### **Annual Report**

An annual report will be submitted to the Superintendent and the Committee. The following information should be included in the report:

- Accomplishments during the school year
- Areas for development going forward based on identified goals and objectives

REFERENCES: Massachusetts Department of Elementary and Secondary Education, Comprehensive Health Curriculum Framework, 1999

Massachusetts Department of Public Health, Massachusetts Department of Elementary and Secondary Education, John C Stalker Institute, Harvard School of Public Health, & Boston Public Health Commission. 2012. Healthy Students, Healthy Schools: Revised Guidance for Implementing the Massachusetts School Nutrition Standards for Competitive Foods and Beverages

LEGAL REFS.: M.G.L. [111:223](#) (School nutrition)

M.G.L. [71:3](#) (Physical education)

105 CMR 215 (Standards for School Wellness Committees)

105 CMR 225 (Nutrition Standards for Competitive Foods and Beverages in Public Schools)

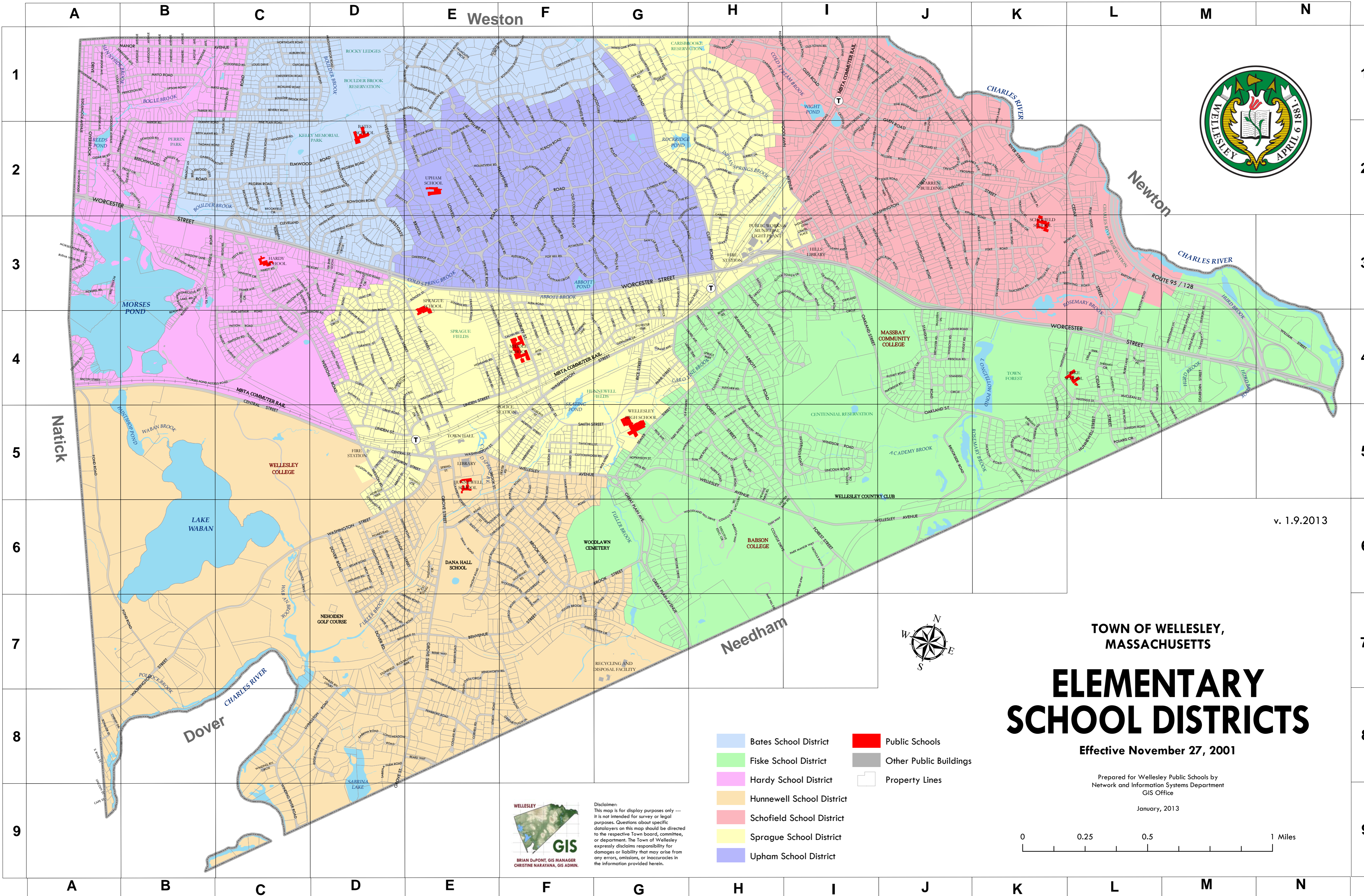
105 CMR 200 (Physical Examination of School Children)

*Voted: June 20, 2017*

**ATTACHMENT – Q**

**WELLESLEY PUBLIC SCHOOLS DISTRICT MAP**





v. 1.9.2013

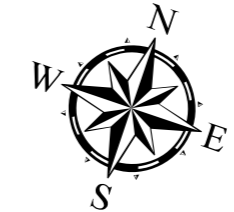
TOWN OF WELLESLEY,  
MASSACHUSETTS

# ELEMENTARY SCHOOL DISTRICTS

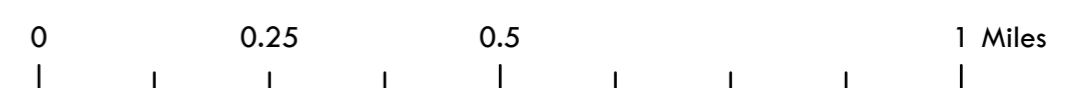
Effective November 27, 2001

Prepared for Wellesley Public Schools by  
Network and Information Systems Department  
GIS Office

January, 2013



- Bates School District
- Fiske School District
- Hardy School District
- Hunnewell School District
- Schofield School District
- Sprague School District
- Upham School District
- Public Schools
- Other Public Buildings
- Property Lines



**Disclaimer:**  
This map is for display purposes only --- it is not intended for survey or legal purposes. Questions about specific data layers on this map should be directed to the respective Town board, committee, or department. The Town of Wellesley expressly disclaims responsibility for damages or liability that may arise from any errors, omissions, or inaccuracies in the information provided herein.

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CHRISTINE NARAYANA, GIS ADMIN.