Request for Proposal
for
Management of
School Food Service Program

Public Schools of Brookline, MA

October 25, 2016

(Date Issued)

Responses are due no later than 2:00 p.m. on Tuesday, November 22, 2016

{page intentionally left blank}

Request for Proposal
for
Management of a School Food Service Program

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

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

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

{page intentionally left blank}

Table of Contents

Background of Requestor ***1***

Purpose of Request ***2***

Time Schedule ***2***

Instructions ***2***

Proposal Requirements: **2**

Selection Criteria **5**

Comparative Evaluation Criteria ***8***

Proposer/Company Background Length of Experience: **8**

Nutrition Education/Awareness Programs Offered by the FSMC: **8**

Qualifications and Experience of the Food Service Director: **8**

Staff Development / Safety Training Programs **9**

Student Participation Rate **9**

Performance Security ***9***

Form of Contract ***10***

Public Schools of Brookline, MA Exhibits ***12***

Exhibit A - SFA Profile **13**

Exhibit B – Menu Planning **16**

Exhibit C - Purchasing Specifications **16**

Exhibit D - Participation for Prior School Years **17**

SOURCE: DESE Claim Data (Amendment Three)Exhibit E - Price Schedule **19**

Exhibit F – Financial Operating Statements for Prior Three Years **21**

Exhibit G – Division of Costs for the Food Service Program **22**

Exhibit H - Division of Responsibilities for the Food Service Program **25**

Exhibit I - SFA Policies and Forms Impacting the Food Service Program **26**

Exhibit J - Food Service Management Company (FSMC) Monitoring Form **27**

Exhibit K – FSMC Profile **39**

FSMC Exhibits ***40***

Exhibit K, Part 1 & 2 – FSMC Profile Information **41**

Exhibit K, Part 3, A – Client List **42**

Exhibit K, Part 3, B – Narrative Summary **43**

Exhibit K, Part 3, C – Reference List **44**

Exhibit K, Part 4, A – Team Member Roster Form **45**

Exhibit K, Part 4, C – Company Organization Information **46**
Exhibit L- Personnel and Staffing Plans **47**
Exhibit M – Annual Budget Projection/Plan **48**
Exhibit N – Miscellaneous FSMC Proposals **52**
Exhibit O - Plans to Increase Program Participation **53**
Exhibit P– Food Service Management Company (FSMC) Fee Proposal **54**
Exhibit Q – Terms **56**
Exhibit R – Agreement for Management of a School Food Service Program **61**
Exhibit S – Town of Brookline's Energy Policy **62**

Purchasing Forms and Information ***64***
Instructions to Proposers **64**
General Conditions **66**
By-laws of the Town of Brookline
ARTICLE 4.4 FAIR EMPLOYMENT PRACTICES WITH REGARD TO CONTRACTS **68**
By-laws of the Town of Brookline
ARTICLE 4.8 LIVING WAGE BY-LAW **70**
Proposal Signature Form **73**
CERTIFICATE OF NON – COLLUSION **74**
TAX COMPLIANCE CERTIFICATE **74**

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

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

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

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

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

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

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

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

[1] http://www.doe.mass.edu/cnp/

Purpose of Request

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

Time Schedule

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

Date/Time	Task
October 25, 2016	Advertise Request for Proposal
November 1, 2016, 8:30-11 a.m.	Site Visitation
November 4, 2016	Deadline for Written Questions on RFP
November 22, 2016 @ 2:00 p.m.	Deadline for Proposals
On or before December 31, 2016	Contract Negotiation
On or before December 31, 2016	Award of Contract by School Committee

Instructions

This request for proposal (RFP) invites firm specifications and price proposals for consideration by The Public Schools of Brookline for the operation and management of the school food service program.

Competitive sealed proposals are invited in accordance with the provisions of Massachusetts General Laws c. 30B. Procedures under this request require separate and confidential submission of pricing and a separate submission of a technical proposal. Technical proposals will be evaluated by a committee without knowledge of prices. The Chief Procurement Officer will determine the most advantageous proposal after taking into consideration the evaluation of technical proposals made by the committee together with a consideration of prices.

Further information or copies of the Request for Proposal may be obtained by contacting Richard Saville, Procurement Officer, Purchasing Division, 333 Washington Street, Brookline MA 02445 phone: 617-730-2195; email: rsaville@brooklinema.gov

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

A Site Visit is scheduled for 8:30 a.m. on November 1, 2016 at Brookline High School Greenough Street, Brookline, MA 02445.

If it becomes necessary to revise any part of the RFP or otherwise provide additional information, an addendum will be issued to all addresses that received copies of this original request. Any questions pertaining to this Request for Proposal are to be submitted **in written form via email** by **12:00 p.m. (noon) on Friday November 4, 2016** and directed to: Richard Saville, Procurement Officer, Purchasing Division, 333 Washington Street, Brookline MA 02445 phone: 617-730-2195; email: rsaville@brooklinema.gov

Proposals will be received at:

Brookline Town Hall
333 Washington Street
Purchasing Division
2nd Floor – Room 212
Brookline, MA 02445

on **Tuesday, November 22, 2016, at 2:00 p.m.**, at which time they will be opened in confidence in accordance with c. 30B, §6 (d). **Proposals received after that date and time would be rejected.**

Proposals must be submitted in two separate envelopes clearly marked (1) Price Proposal and (2) Technical Proposal and placed in a larger sealed envelope entitled "**The Public Schools of Brookline** Food Services Program Proposal, Reference #P-17-30."

Six (6) copies of each proposal shall be submitted as follows:

Price proposal shall be submitted on the form furnished and sealed in an envelope marked:

Proposal Envelope A – Price Proposal

Management of School Food Service Program for the Public Schools of Brookline

Reference #P-17-30

Bidder's Name_____

Technical proposal shall be submitted on the form furnished and sealed in an envelope marked:

Proposal Envelope B - Technical Proposal

Management of School Food Service Program for the Public Schools of Brookline

Reference #P-17-30

Bidder's Name _____

NOTE: Price proposals must be kept entirely separate from technical proposals. Failure to follow this instruction will result in rejection of the proposal.

Proposals may be held open for a period of one hundred twenty (120) days after the proposal submission date unless award is made sooner or the time for award is extended by consent of all parties concerned.

The Public Schools of Brookline reserves the right to waive any informality or irregularities in order to reject any and all proposals, and to make an award in any manner consistent with the law and deemed to be in its best interest.

The Public Schools of Brookline is an Equal Opportunity-Affirmative Action Employer and the contract for this project will be awarded subject to Article 4.4 of the Brookline By-Laws, pertaining to Fair Employment practices relative to Town contracts. See attached copy of Article 4.4.

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

1. In accordance with competitive purchasing procedures and Chapter 30B, the proposals will be publicly available after the determination of award is made.

2. The SFA reserves the right to reject any and all proposals and to waive any "informalities" in the proposals received whenever such action, rejection or waiver is in its best interests.

3. Edits for changes to this document or the form Agreement must use “Track Changes” feature and be printed showing all language and format changes.

4. It is the intent of the SFA to accept the proposal that will best promote the public interest and is most advantageous to the school district. The minimum and comparative criteria attached hereto will be used in evaluating all proposals.

5. The proposer is responsible for personally examining the job sites where work under the proposal document is to be performed. Such a visit will be available on November 1, 2016 at 8:30 am. Please email (no phone calls) Rick Saville at rsaville@brooklinema.gov to RSVP for this visit.

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

   1. Brookline High School
   2. Pierce Elementary School
   3. Upper Devotion Elementary School
   4. Runkle Elementary School

6. A pre-proposal conference to review the contents of the Request for Proposal is not available. However, the district will entertain questions in writing via email at rsaville@brooklinema.gov up through 12p.m. (noon) on Friday November 4, 2016

7. The SFA will accept no pleas of ignorance regarding any item in this RFP or the Agreement as a basis for any claim by the FSMC for extra charges or fees.

8. Please ensure that all of the required exhibits are completed and included.

9. Performance Security as specified is required.

10. The proposer shall be required to provide proof of registration with the Massachusetts State Department of Education, Certification Regarding Lobbying Activities pursuant to 7 CFR Part 3018, and a Disclosure of Lobbying Activities pursuant to 7 CFR Part 3018. As part of the registration, DESE will confirm that the FSMC’s principals are not be disbarred, suspended or disqualified from participation in the USDA Child Nutrition Programs as identified on the Excluded Parties List System.

The proposer awarded the contract must annually meet these registration requirements.

11. The FSMC who is awarded the proposal shall send all FSMC staff providing food service to Public Schools of Brookline students to the Public Schools of Brookline' Human Resources Department at 333 Washington Street, Brookline, MA 02445 to complete a CORI/SORI form on each FSMC staff member one month prior to the beginning of the school year or employment. Any FSMC employee who is not CORI checked and submitted to a fingerprint background check one month before the beginning employment, will not be allowed to work in any PUBLIC SCHOOLS OF BROOKLINE. Accompanying this bid shall be a copy of a Public Schools of Brookline CORI Request Form (I) and the fingerprint request form. The School Committee reserves the right to disapprove any FSMC or employee for reasonable cause.

12. Please ensure that all of the required exhibits are completed and included

13. Performance Security as specified is required

14. The proposer shall be required to provide proof of registration with the Massachusetts State Department of Education, Certification Regarding Lobbying Activities pursuant to 7 CFR Part 3018, and a Disclosure of Lobbying Activities pursuant to 7 CFR Part 3018. As part of the registration, DESE will confirm that the FSMC's principals are not be disbarred, suspended or disqualified from participation in the USDA Child Nutrition Programs as identified on the Excluded Parties List System. The proposer awarded the contract must annually meet these registration requirements

15. The FSMC who is awarded the proposal shall send all FSMC staff providing food service to Public Schools of Brookline students to the Public Schools of Brookline' Human Resources Department at 333 Washington Street, Brookline, MA 02445 to complete a CORI/SORI form on each FSMC staff member one month prior to the beginning of the school year or employment. Any FSMC employee who is not CORI checked and submitted to a fingerprint background check one month before the beginning employment, will not be allowed to work in any PUBLIC SCHOOLS OF BROOKLINE. Accompanying this bid shall be a copy of a Public Schools of Brookline CORI Request Form (I) and the fingerprint request form. The School Committee reserves the right to disapprove any FSMC or employee for reasonable cause

16. The price proposal shall have an a primary price proposal for the Food Service Director and an alternate Price Proposal for the Administrative Assistant to Food Service Director

Selection Criteria

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

1. Proposer has a minimum of 5 years' experience in managing public school food service programs in districts K-12 with comparable enrollment to PSB (7,000 students) within 20%; and

2. Proposer currently has contracts for K-12 public school food service programs (any size) participating and recognized as participating in the Farm to School program.[3]

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

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

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

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

	ADDITIONAL EVALUATION CRITERIA	YES	NO
1.	Does proposer have a minimum of 5 years' experience in managing public school food service programs in **(Amendment Two)** districts K-12 with comparable enrollment to PSB (7000 students) within 20%;		
2.	Does proposer currently have contracts for K-12 public school food service programs (any size) participating and recognized as participating in the Farm to School program		
3.	Has proposer conditioned or qualified the proposal beyond prescribed limits or instructions?		
4.	Has the proposer confirmed the management team to consist of: 1 full-time Food Service Director, with Registered Dietician credentials or equivalent 1 full-time Assistant Food Service Director with Registered Dietician credentials or equivalent (supplied by the district) 1 full-time Secretary (supplied by the district) 1 Part-time bookkeeper		
5.	Is the average participation rate at the proposer's comparable district sites for the FY 2010-2016 at a minimum 45%?		
	What is the data source? _____ Confirmed?		

	ADDITIONAL EVALUATION CRITERIA	YES	NO
6.	Does the average participation rate at the proposer's comparable site (within 10%) for the last three years show a progressive increase.		
	What is the data source? _____ Confirmed?		
7.	Are the following materials/documents included with the proposal:		
	• Bid Bond		
	• Consent of Surety		
	• Non-Collusion Statement		
	• Tax-Compliance Certification		
	• Debarment Certification		
	• Certificate of Insurance		
	• Affirmative Action Plan		
	• Individual School Staffing Schedules		
	• Company Organization Chart		
	• On-Site Management/Administrative Chart		
	• Description of Merchandising Programs		
	• Description of Food Handling/Sanitation Program		
	• Description of Nutrition Education/Awareness Program		
	• Description of Employee Training Programs		
	• Description of Collaborative Efforts		
	• Description of Accounting Program		
	• Qualifications & Experience of Food Service Director		
	• Client List		
	• Transition Plan		
	• Respondents menu planning approach _____		
	• Enhanced Food Based Menu Planning Pattern (H.S., Middle, Elementary)		
	• Summary of Experience		
	• Plan of Services		
	• Audited Annual Report		
	• Description of Employee Benefits		
	• List of Personnel Policies		
	• Support Staff Visitation Schedule		
	• Two Results from Massachusetts DESE Child Nutrition Program Reviews under the responsibility of the FSMC's Food Service Director that is proposed for this RFP		
8	• Is the proposal organized as RFP requires?		
9	• Does Price Proposal price include both cost related to current state and their proposal		

Comparative Evaluation Criteria

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

Proposer/Company Background Length of Experience:

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

Nutrition Education/Awareness Programs Offered by the FSMC:

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

Qualifications and Experience of the Food Service Director:

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

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

Qualifications and Experience of the Administrative Assistant to the Food Service Director:

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

2.a.	Has an associate's degree in food service related program	Highly Advantageous
b.	Has a certificate in bookkeeping or a certificate from a secretarial school	Advantageous
c.	No college degree, but has taken advanced courses beyond high school in food service related or accounting program	Not Advantageous
d.	No post high school training related to food services, bookkeeping or secretarial/ administrative assistant school	Unacceptable

Staff Development / Safety Training Programs

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

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

Student Participation Rate

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

Performance Security

The FSMC shall be required to provide:

Performance Bond: The FSMC shall furnish a performance bond for each year of the contract. The amount of the Bond shall be equal to 100% of the yearly amount of the contract. The bond must be from a surety company listed in the most recent U.S. Department of the Treasury Circular 570. The performance bond for the first year of the contract must be presented within five (5) days of the execution of the contract. The performance bond for the second, third, and fourth year (if the contract is extended) must be presented in the first week of July of 2018, 2019, and 2020 . Performance bonds must be issued by firms with at least a Best's Insurance Reports rating of A to A- (excellent).

Form of Contract

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

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

Contract Extension: Pursuant to Federal regulations, any extensions of this contract shall be executed prior to expiration of the preceding contract period. Any such extensions shall not extend the contract period more than one year beyond the original contract period of July 1, 2017, to June 30, 2018.

The contract is for three years with the option to renew the contract for one year. If the SFA elects to renew the contract with the FSMC, the terms and conditions of the existing contract shall remain substantially unchanged. Any price changes in the contract as part of a renewal will be based upon all FSMC fees of the original contract. Fee increases shall be disclosed as part of the submittal and shall not exceed the changes in the Consumer Price Index Rate for Food Away from Home in the Boston-Brockton-Nashua Area[4] for the 12 months preceding the most recent monthly calculation available when the contract is renewed.

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

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

[4] http://www.bls.gov/ro1/bostonaacpi.pdf

{page intentionally left blank}

Request for Proposal
for
Management of
School Food Service Program

Public Schools of Brookline, MA

Exhibits

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

Exhibit A - SFA Profile

1. School Food Authority

Public Schools of Brookline, MA
333 Washington Street
Brookline, MA 02445

Contact Name: Mary Ellen N. Dunn,
Deputy Superintendent for Administration and Finance

Contact Phone Number:
Contact Fax:
Contact E-Mail:

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

2. Schools and Students: as of October 1, 2016

School Type	Number of Schools	Grade Range	Enrollment
Elementary School(s)	8	K-8	5,584
High School	1	9-12	1957
Early Education Centers	2	Ages 3& 4	127

Employees:

Food Service Staff Labor Hours		
School	**Weekly**	**Daily**
Brookline High	407.5	81.5
Baker School	90	18
(Lower) Devotion (K-4)	92.5	18.5
(Upper) Devotion (5-8)	77.5	15.5
Driscoll School	90	18
Heath School	85	17
Lawrence School	80	16
Lincoln School	85	17
Pierce School	145	29
Runkle School	100	20
District Wide Admin	75	15

3. **Food Preparation System** - Self-contained serving kitchens: Meals are prepared in a kitchen located at the serving site.

4. **Food Delivery System** – Whenever possible and practical food is delivered to each site by the food purveyor. At times, this contract does require a vehicle to transport food between schools for catering, emergency response to equipment or power failures, or for cost effective or safe storage reasons. The SFA does not provide a vehicle as part of this contract. PSB has a courier and van for food delivery.

5. **Menu Planning System**
   Nutrient Standard Menu Planning
   Enhanced Food Based Menus
   Vegetarian and Allergy Friendly Meals

6. **Names and Types of Food Service Sites**

Food Preparation or Serving Site	Self-Contained Kitchen	Brookline, MA Zip Code	Main Telephone
Brookline High	115 Greenough Street	02445	617-713-5000
Baker School	205 Beverly Road	02445	617-879-4500
(Lower) Devotion (K-4)	30 Webster Street	02445	TBD
(Upper) Devotion (5-8)	194 Boylston Street	02445	617-879-4930
Driscoll School	64 Westbourne Terrace	02445	617-879-4250
Heath School	100 Eliot Street	02445	617-879-4570
Lawrence School		02445	
Lincoln School	19 Kennard Road	02445	617-879-4600
Pierce School	50 School Street	02445	617-730-2580
Runkle School	50 Druce Street	02445	617-879-4650
Central Administration Building	333 Washington Street	02445	781-861-2580

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

Food Preparation or Serving Site	1st	2nd	3rd	4th	5th	6th	7th
Brookline High	11:15	11:50	12:25				
Baker School	11:00	11:30	12:05	12:40			
(Lower) Devotion (K-4)	11:15	11:30	11:45	12:00	12:15	Delivered to classrooms	
(Upper) Devotion (5-8)	11:00	11:40	12:20	1:00			
Driscoll School	10:20	10:50	11:20	11:50	12:20		
Heath School	10:50	11:00	11:10	11:35/11:45	12:10	12:20	12:30
Lawrence School	11:20	11:50	12:05	12:15/12:35	12:50	1:105	
Lincoln School							
Pierce School	10:25	10:55	11:35	12:00	12:20		
Runkle School	11:00	11:15	11:35	11:45	12:05	12:25	12:35
Central Administration Building (Catering as requested)							

8. **Auxiliary Businesses** (as appropriate) - The SFA provides food service in addition to the school lunch, school breakfast, and special milk programs. Below are those programs for which the FSMC may provide food service operations and sales should the need arise or requests be made provided that the FSMC and SFA agree the enterprise is financially viable:

A. Summer Food Service Program – We currently do have a summer food service program. SFA is willing to assist expansion of services with our Lexploration and other summer programs that are operated should the FSMC be interested in such expansion.

B. Child and Adult Care Food Program – SFA currently does not have a Child or Adult Food Program. We do sell a la carte items via catering to the aftercare programs. However, FSMC, as a community outreach coordinates with our Council on Aging for catering and special events.

C. Catering Services – SFA would like to have the FSMC provide 90% of all catering. This is a goal that has been worked on for the last five years. Marketing is ongoing.

a. Town Hall Special Events and Meetings
b. Professional Development Courses and Program
c. Special Events

D. Concession Services – The district would like to introduce to clubs and organizations, concession services, e.g. coordinate concessions at basketball games, dances, clubs/activities, etc. that are provided at cost with limited markup for their groups to sell and raise funds.

E. Vending Services – The School district has limited vending, especially outside Brookline High School. The FSMC only controls vending machines in our high school cafeteria areas. All other vending is privately contracted (not by school district or through school operating budget). However, recent changes in legislation may need to change some of the vending contracts whereby the FSMC will have a more active role.

F. Other- The district collaborates with many town departments. Parks and Recreation Departments Community Outreach services, e.g., community outreach to Brookline Senior

Center and the Town of Brookline Employee Wellness Day are very important ways for the FSMC to partner with the school district and town.

Exhibit B – Menu Planning

"The National School Lunch Act mandates that school meals "safeguard the health and well-being of the Nation's children". Participating schools must serve lunches that are consistent with the applicable recommendations of the most recent Dietary Guidelines for Americans including: eat a variety of foods; choose a diet with plenty of grain products, vegetables and fruits; choose a diet moderate in sugars and salt; and choose a diet with 30% or less of calories from fat and less than 10% of calories from saturated fat. In addition, lunches must provide, on average over each school week, at least 1/3 of the daily Recommended Dietary Allowances for protein, iron, calcium, and vitamins A and C. To provide local food service professionals with flexibility, there are four menu planning approaches to plan healthful and appealing meals. Schools choose one of the approaches below. The choice of what specific foods are served and how they are prepared and presented are made by local schools."[5] Respondents must provide which menu planning approach they recommend and have used as a basis in their price proposal.

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

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

Exhibit C - Purchasing Specifications

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

1. Town of Brookline Energy Policy – See Exhibit S
2. Purchasing, per Federal Register Vol. 72 and OIG 7/03
3. Shall abide all state and federal school nutrition standards in effect during the contract

[5] http://www.fns.usda.gov/cnd/menu/menu.planning.approaches.for.lunches.doc

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

Average of			Site # and Name - Average Daily Attendance									
SY	Month	Brookline High	Baker	Devotion	Heath	Runkle	Lawrence	Driscoll	Pierce	(Pierce) St. Mary's Assumption	New Lincoln	Grand Total
13-14	September	1939	749	828	535	568	649	593	779	344	615	7599
	October	1938	749	829	540	567	651	590	780	344	584	7572
	November	1914	732	818	540	554	640	577	766	344	581	7466
	December	1908	736	817	540	556	637	579	770	344	580	7467
	January	1912	750	816	539	556	640	580	777	344	580	7494
	February	1912	751	810	534	551	645	575	776	344	581	7479
	March	1907	751	813	535	552	645	585	781	344	581	7494
	April	1901	750	813	535	552	644	585	781	344	572	7477
	May	1901	750	813	535	552	644	585	781	344	572	7477
	June	1901	750	813	535	552	644	585	781	344	572	7477
03-14 Total		19133	7468	8170	5368	5560	6439	5834	7772	3440	5818	75002
14-15	September	2615	841	883	582	585	688	595	853	516	610	8768
	October	2081	800	794	549	558	654	570	806	221	589	7622
	November	2056	801	794	549	559	655	570	806	221	590	7601
	December	2039	799	793	549	561	653	568	807	221	589	7579
	January	2044	799	792	549	562	655	570	816	221	599	7607
	February	2044	801	797	549	568	654	569	796	212	600	7590
	March	2052	806	800	550	568	654	569	600	200	603	7402
	April	1936	791	791	551	576	625	568	796	200	561	7395
	May	1942	790	792	551	576	627	568	761	200	562	7369
	June	1936	788	789	551	574	625	567	808	200	559	7397
14-15 Total		20745	8016	8025	5530	5687	6490	5714	7849	2412	5862	76330
15-16	September	1720	788	788	551	562	625	567	807	200	559	7167
	October	1648	788	788	551	573	625	566	806	200	558	7103
	November	1647	788	788	550	573	625	566	805	202	559	7103
	December	1649	788	787	551	573	625	566	806	202	559	7106
	January	1645	788	788	551	572	624	567	806	200	559	7100
	February	1827	760	834	571	630	662	595	793	212	588	7472
	March	1825	760	832	571	588	647	592	799	218	553	7385
	April	1820	760	827	572	590	655	591	579	218	552	7164
	May	1816	760	827	571	589	651	590	588	221	553	7166
	June	1780	696	717	542	552	588	556	524	221	525	6701
15-16 Total	YTD	17377	7676	7976	5582	5801	6327	5756	7313	2094	5565	71467

Table 2 - Student Lunch Participation by School by Type

SY	Site # and Name	Average of Enrollment	Average of % Students Free and Reduced	Average of Average Daily Attendance	Sum of Lunch Days	Sum of Paid Lunches	Sum of Free Lunches	Sum of Reduced Lunches	Sum of Total Lunches	Average of Participation Rate Lunches
FY14	BHS	1993	8.81%	1913	172	87,695	24796	4176	116,667	35%
	Baker	778	4.35%	747	172	35,731	5464	125	41,320	32%
	Devotion	851	10.32%	817	172	44,447	12710	1794	58,951	42%
	Heath	559	4.23%	537	172	32,768	2821	1090	36,679	40%
	Runkle	579	4.70%	556	172	37,969	3428	1066	42,463	44%
	Lawrence	671	6.59%	644	172	20,440	6249	1049	27,738	25%
	Driscoll	608	4.11%	583	172	33,542	3508	613	37,663	38%
	Pierce	810	8.59%	777	172	44,344	9824	1654	55,822	42%
	St. Mary's	353	2.39%	344	172	14,524	1127	285	15,936	27%
	Linoln	606	16.00%	582	172	25,219	14330	1683	41,232	41%
	District	7807	7.58%	7500	172	376,679	84257	13535	474,471	37%
FY15	BHS	2113	8.66%	2014	178	94,546	26098	4955	125,599	35%
	Baker	832.2	5.29%	797.2	178	35,940	6656	856	43,452	31%
	Devotion	835.8	9.41%	794	178	45,719	11592	1702	59,013	42%
	Heath	574.3	4.12%	550	178	33,654	2982	1055	37,691	38%
	Runkle	588.5	4.52%	567	178	40,726	3517	1048	45,291	45%
	Lawrence	676	5.81%	645	178	23,031	6143	524	29,698	26%
	Driscoll	602.4	5.52%	571	178	35,256	4699	911	40,866	40%
	Pierce	818.2	9.10%	785	178	38,647	9870	2847	51,364	37%
	St. Mary's	249.4	3.03%	211	178	10,194	305	833	11,332	30%
	Linoln	610.6	15.58%	584	178	24,056	14889	1305	40,250	39%
	District	7900	7.68%	7519	178	381,769	86751	16036	484,556	36%
FY16	BHS	1841	9.28%	1738	178	104,099	25,584	3,120	132,803	43%
	Baker	791	5.88%	768	179	36,685	6,789	1,293	44,767	33%
	Devotion	831	10.02%	798	179	48,012	12,883	1,423	62,318	44%
	Heath	576	4.56%	558	179	32,463	3,355	1,203	37,021	37%
	Runkle	593	4.36%	580	179	39,753	3,759	764	44,276	43%
	Lawrence	659	8.09%	633	179	27,035	8,028	1,133	36,196	32%
	Driscoll	592	6.96%	574	179	41,250	5,918	1,236	48,404	47%
	Pierce	762	11.55%	731	179	37,960	12,044	3,073	53,077	41%
	St. Mary's	219	2.73%	209	179	9,053	600	425	10,078	27%
	Linoln	578	14.42%	557	179	27,678	13,698	666	42,042	42%
	District	7442	8.37%	7145	179	403,988	92,658	14,336	510,982	40%

SOURCE: DESE Claim Data

Table 3 - Student Breakfast Participation by School Type

SY	Site # and Name	Average of Enrollment	Average of % Students Free and Reduced	Average of Average Daily Attendance	Sum of Breakfast Days	Sum of Paid Breakfasts	Sum of Free Breakfasts	Sum of Reduced Breakfasts	Sum of Total Breakfasts	Average of Participation Rate Breakfasts
FY14	BHS	1993	3.78%	1,913	172	9,516	10,928	1,504	21,948	7%
	Baker	777.7	1.38%	747	172	893	1,772	-	2,665	2%
	Devotion	851.2	2.82%	817	172	1,000	3,695	265	4,960	4%
	Heath	558.8	1.65%	537	172	2,228	1,309	214	3,751	4%
	Runkle	579.2	0.83%	556	172	989	788	2	1,779	2%
	Lawrence	670.9	1.99%	644	172	440	2,184	21	2,645	2%
	Driscoll	607.6	1.45%	583	172	814	1,306	149	2,269	2%
	Pierce	809.6	2.42%	777	172	812	3,112	127	4,051	3%
	St. Mary's	353.1	#DIV/0!	344	0	0	-	-	0	0%
	Linoln	606	8.62%	582	151	1,844	6,931	643	9,418	11%
	District	7807	2.71%	7,500	172	18,536	32,025	2,925	53,486	4%
FY15	BHS	2113	4.25%	2,014	178	13,408	13,462	1,760	28,630	8%
	Baker	832	1.39%	797	177	2,129	1,851	109	4,089	3%
	Devotion	836	3.54%	794	178	1,028	4,928	80	6,036	4%
	Heath	574	1.48%	550	178	3,219	1,224	224	4,667	5%
	Runkle	589	1.18%	567	178	1,588	1,122	66	2,776	3%
	Lawrence	676	2.12%	645	178	908	2,353	84	3,345	3%
	Driscoll	602	2.32%	571	178	1,075	2,170	191	3,436	3%
	Pierce	818	4.42%	785	178	738	5,871	299	6,908	5%
	St. Mary's	249	#DIV/0!	211	0	0	-	-	0	0%
	Linoln	611	12.13%	584	178	1,999	12,242	363	14,604	14%
	District	7900	3.62%	7,519	178	26,092	45,223	3,176	74,491	6%
FY16	BHS	1841	4.27%	1,738	178	11,269	12,187	1,007	24,463	8%
	Baker	791	1.27%	768	179	2,737	1,712	33	4,482	3%
	Devotion	831	3.58%	798	179	2,841	4,949	163	7,953	6%
	Heath	576	1.74%	558	179	3,435	1,412	329	5,176	5%
	Runkle	593	1.49%	580	179	1,428	1,408	137	2,973	3%
	Lawrence	659	3.15%	633	179	1,156	2,940	623	4,719	4%
	Driscoll	592	3.02%	574	179	1,279	2,955	148	4,382	4%
	Pierce	762	5.50%	731	179	1,739	6,510	690	8,939	7%
	St. Mary's	219	0.00%	209	179	0	-	-	0	0%
	Linoln	578	7.84%	557	179	3,232	7,559	251	11,042	11%
	District	7442	5.93%	7,145	145	29,116	41,632	3,381	74,129	7%

SOURCE: DESE Claim Data (Amendment Three)

Exhibit E - Price Schedule

Meal Prices

Amendment 2

		2013-2014		2014-2015		2015-2016	
		Breakfast	**Lunch**	**Breakfast**	**Lunch**	**Breakfast**	**Lunch**
Elementary	Paid Reduced	$ 2.00 $ .30	$ 3.00 $ .40	$ 2.00 $ .30	$ 3.25 $ .40	$ 2.00 $ .30	$ 3.25 $ .40
Middle	Paid Reduced	$ 2.00 $ .30	$ 3.00 $ .40	$ 2.00 $ .30	$ 3.25 $ .40	$ 2.00 $ .30	$ 3.25 $ .40
High	Paid Reduced	$ 2.00 $ .30	$ 3.00 $ .40	$ 2.00 $ .30	$ 3.25 $ .40	$ 2.00 $ .30	$ 3.25 $ .40
Adult		A la carte	$4.00	A la carte	$4.25	A la carte	$4.25

No Price Changed Planned for 2016-17 At This Time

A-la-carte 2011-2016 School Year

Sensible Sides are available at the Elementary schools from $ 0.50- $1.00.
Middle and High Schools offer several a la carte options from $0.50- $1.50.
Premium Lunches are available at the High School for $4.50.
(Free and Reduced student lunches are eligible for the premium lunches without additional cost.)

The School Committee sets the maximum meal price. The Superintendent through his/her designee sets and confirms pricing for each year. The Director of operations Matthew J. Gillis, is considering making a recommendation on a price increase for FY18. The FSMC should plan on a program that will operate at $3.25 per Type A meal for the first year of the contract.

Exhibit F – Financial Operating Statements for Prior Three Years

Below you will find a summary of our food service operation since 2014. In it, one will see two years in deficit and others with balances when prepayments are properly reflected as liabilities. The history around our financial statements is as follows:

1. FY15 district installed Nutrikids and began online payments. Pin numbers are required for all transactions.
2. FY16 Balance Sheet for DESE

Unaudited Balance Sheet		
Assets	**Ending June 30, 2016**	
Current Assets		
Cash and Cash Equivalents	$ 150,178.84	
Sales Tax Collection	$ -	
Investments	$ -	
Due from Federal Reimbursements	$ 38,825.55	
Due from State Reimbursements	$ 2,150.34	
Due from Other Funds	$ 2,660.00	
Other Receivables	$ 510.00	
Inventories		
Food	$ 31,950.00	
Supplies	$ 12,950.00	
Total Current Assets	**$ 239,224.73**	
Noncurrent Assets		
Furniture and Equipment	$ 350,000.00	
less Accumulated Depreciation	$ (280,000.00)	
Total Noncurrent Assets	**$ 70,000.00**	
Total Assets		**$ 309,224.73**
Liabilities		
Current Liabilities		
Accounts Payable	$ 36,455.83	
Accrued Salaries, Wages and Benefits	$ 2,074.04	
Nutrikids Negative Balance Totals	$ 61,330.66	
Due to Other Funds	$ -	
Deferred Revenue (e.g. prepaid)	$ 161,921.10	
Sales Tax Owed	$ -	
Total Current Liabilities	**$ 261,781.63**	
Fund Balance		
Fund Balance		
Noncurrent Assets	$ 70,000.00	
Inventory	$ 44,900.00	
Assigned	$ (47,483.59)	
Unassigned (uncommitted cash balance)	$ (19,973.31)	

Total Fund Balance	**$ 47,443.10**	
Total Liabilities and Fund Balance		**$ 309,224.73**

3. Three Year Revenue and Expense Summary per the Town's General Ledger TO Complete

Capital Funding: Replacement of Kitchen Equipment

Capital funding is part of school construction projects and can be funded out of the food services revolving fund. Improving the number of sales, our participation rate and meals per labor hour will enable the revolving to better support upgrades of food service equipment. The town has separate capital program, but the school department has not included kitchen equipment capital requests to date.

Currently, some of the school kitchens are functioning with inappropriate equipment for the expectations of the program. Much of our commercial grade equipment has survived well beyond its ten-year useful life. Equipment failures have not prohibited the serving of meals, or alternate meals or as help from another kitchen is able to be utilized. We are continuing to work on replacement, repair, and maintenance programs for all equipment.

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

Exhibit G – Division of Costs for the Food Service Program

Definition of Costs and Fees

a. The SFA'S specifications for the price quote and fee structure are found in Exhibit P, Food Service Management Company Fee Proposal.

b. The FSMC's proposed fee(s) are also found in Exhibit P, Food Service Management Company Fee Proposal

c. Direct operating expenses to be paid by the FSMC are specified in this Exhibit G.

d. Further requirements and procedures for SFA reimbursement of costs are outlined in the form Agreement.

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

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

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

COSTS	FSMC	SFA
Food Cost (food, condiments, beverages)	C	
Commodity Deliveries and Ordering	C	
Rebates/Incentives (offsets must be declared)	C	
Labor Cost		
Hourly Wages:	C	
Bookkeeper / Secretarial	C	
Food Service Workers	C	
Driver	C	
Other	C	
Hourly Benefits and Taxes	C	
FICA	C	
Retirement for FSMC's employees	C	
Unemployment Insurance for FSMC's employees	C	
Workers' Compensation for FSMC's employees	C	
Health Insurance for FSMC's employees	C	
Life Insurance and Disability for FSMC's employees	C	
Holidays for FSMC's employees	C	
Management Salaries	C	
Management Benefits and Taxes	C	
Other Purchased Services		
Telephone, local service (including fax)		S
Telephone, long distance (including fax)		S
Telephone, cellular		S
Utilities (heat, power, water)		DPF
Extermination		DPF
Laundry	C	
Postage (must be recovered through School Lunch Program)		S
Other		
Supplies		
Disposable Serviceware	C	
Cleaning Supplies , garbage bags, etc	C	
Compostable Plates and utensils		
Paper Supplies	C	
Uniforms	C	
Menu Paper	C	
Menu Printing (must be recovered through School Lunch Program)		S
Promotional Materials	C	
Office Supplies	C	
Equipment and Repair		
Replacement of Capital/Major Equipment		S
Replacement of Expendable/Minor Equipment	C	
Repair of Equipment (Normal wear and tear) (must be recovered through School Lunch Program)		S
Repair of Equipment Resulting from Negligence of FSMC's Employees (no	C	

COSTS	FSMC	SFA
charge to the program or school revolving fund)		
Repair of Equipment Resulting from Negligence of SFA's		S
Capital Improvement		
Building Structural Changes		DPF
Painting		DPF
Other		
Vehicle Lease or Purchase	C	
Vehicle Maintenance	C	
Vehicle Major Repairs	C	
Vehicle Fuel and Oil	C	
Vehicle Taxes	C	
Vehicle Insurance	C	
Vehicle Licenses	C	
Vehicle Registration	C	
Depreciation	C	
Audit Fees (must be recovered through School Lunch Program)		S
Licenses/Permits	C	
Promotions	C	
Mileage	C	
Employee Physicals	C	
Sales Tax	C	
Performance Bond (if applicable)	C	
Liability Insurance	C	
FSMC Training Workshops	C	
Travel Expenses for FSMC Training Workshops	C	
Custodians		DPF
School Secretaries		S
Trash Pickup		DPF

Exhibit H - Division of Responsibilities for the Food Service Program

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

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

	(September 1, annually)
17.	Annual Submittal of Five year Financial Summary for School Committee budget, requesting lunch price and a-la-carte pricing recommendations for the next school year (November 1, annually)

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

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

We (PSB) don't link well with our website to policies. They are scanned versions of the policies in whole sections of the policy manual.

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

New Initiatives (Amendment Two)

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

THE PUBLIC SCHOOLS OF BROOKLINE
BROOKLINE, MASSACHUSETTS 02445

CORI ACKNOWLEDGMENT FORM

☐ Employee School: _____
☐ Intern/Stud. Tchr. School: _____ School Year: _____
☐ Parent/Volunteer School: _____ Child's Name: _____
☐ Contractor Company Name: _____

The Public Schools of Brookline is registered under the provisions of M.G.L. c. 6, § 172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licensees, and applicants for the rental or lease of housing. As a prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS. I hereby acknowledge and provide permission to **The Public Schools of Brookline** to submit a CORI check for my information to the DCJIS. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing **The Public Schools of Brookline** written notice of my intent to withdraw consent to a CORI check. **The Public Schools of Brookline** may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that **The Public Schools of Brookline** must first provide me with written notice of this check. By signing below, I provide my consent to a CORI check and acknowledge that the information provided on this Acknowledgement Form is true and accurate.

_____ _____
Applicant/Employee Signature Date

Applicant Information (Please Print)

_____ _____ _____
LAST NAME FIRST NAME MIDDLE NAME

_____ _____
MAIDEN NAME OR OTHER NAME(S) BY WHICH YOU HAVE BEEN KNOWN DATE OF BIRTH

_____ _____ _____
PLACE OF BIRTH SOCIAL SECURITY NUMBER (Last 6 digits of SS# are <u>required</u>) DRIVER'S LICENSE OR ID NO. (Include State of Issue)

SEX: _____ HEIGHT: _____ ft. ____ in. EYE COLOR: _____ RACE: _____

_____ _____
MOTHER'S FULL MAIDEN NAME FATHER'S FULL NAME

CURRENT ADDRESS: _____

FORMER ADDRESS: _____

The above information was verified by reviewing the following form of acceptable government-issued identification:

IDENTIFICATION TYPE: _____

NAME/DEPARTMENT OF VERIFYING EMPLOYEE: _____

SIGNATURE OF VERIFYING EMPLOYEE: _____

Rev. 05.22.13

Exhibit J – Corrective Action Items from DESE Program Review July 2016

Massachusetts Department of Elementary & Secondary Education
Child Nutrition Programs
Corrective Action Items

Review Type: Administrative Review
Review # 160131 Start Date: 04/25/2016
Brookline Public Schools Agreement # 11-046

Revenue from Nonprogram Foods

Finding:
Did the SFA ensure that revenues from the sale of nonprogram foods generate at least the same proportion of SFA
revenues as expenditures from the purchase of nonprogram foods contribute to SFA food costs?
Regulations:
7 CFR 210.14(f)
Initial Comments:
SFA did not keep track of non-program foods
Corrective Action Required:
Please provide statement of assurance that the non-program foods tool is maintained and a copy is uploaded. Please ensure the revenue from sale of non-program foods generate at least the same proportion of SFA revenues as expenditures from the purchase of non-program foods contribute to the SFA food cost.

Certification and Benefit Issuance

Finding:
Are free and reduced price benefits provided to students in a manner that assures confidentiality and prevents overt identification during meal service or at any other time in accordance with regulations and FNS Policy Memo SP45-
2012?
Regulations:
7 CFR 245.6(a)
Initial Comments:
The letters F,R,P visible on POS when students enter their pins.
Corrective Action Required:
The SFA must attest that a childs eligibility status is not disclosed at any point in the process of providing free or reduced price meals. Disclosure of children's meal benefit status is considered overt identification and is prohibited.

Finding:
Did the SFA accurately transfer the correct benefit from the eligibility determination document to the Point of Service benefit issuance document? Record errors on the SFA-1.; Were all selected applications correctly approved? Record errors on the SFA-1.
Regulations:

7 CFR 245.6(a)
Initial Comments:
Several applications were processed incorrectly;
6 apps missing correct agency ID numbers
2 apps were over the allowable income
1 application was missing
Corrective Action Required:
SFA must submit a statement of assurance that all applications are processed correctly. Both the determining and confirming officials must sign and date the applications. The benefit status needs to be transferred to the coded point
of service benefit issuance document. A fiscal disallowance may occur for errors identified on applications incorrectly approved.

Finding:

Does the SFA perform Direct Certification matches according to the required timeframes? If NO, how often are matches conducted?
Regulations:
7 CFR 245.6(b)
Initial Comments:
Only one Direct Certification file was run for the school year.
Corrective Action Required:
Please submit a statement of assurance that the SFA will conduct direct certification using the Virtual Gateway with a minimum of 3 file upload for the school year according to the federal regulations.

Finding:
Non-Compliant: SFA did not have a public release on file.
Regulations:
7 CFR 245.5(a)
Corrective Action Required:
SFA must attest that a public release will be developed and used for 2016-2017 school year. Refer to the Eligibility
Manual for correct content of the Public Release. Please upload a draft of the public release.

Food Safety

Finding:
Is a copy of the written food safety plan available?; Was a copy of the written food safety plan available at each school?
Regulations:
7 CFR 210.13(c)
Initial Comments:
The Lincoln school did not have a food safety plan onsite
Corrective Action Required:
SFA must attest that a written up to date food safety plan is available in each school to all nutrition staff in the district.

Finding:
Is the most recent food safety inspection report posted in a publicly visible location?
Regulations:
7 CFR 210.13(b)
Initial Comments:
Manager at the Lincoln School did not have a copy of the most recent inspection report.
Corrective Action Required:
SFA must attest that the required food safety inspection is posted in a publicly visible location to be in compliance with the NSLP.

Finding:
Was the SFA's written food safety plan implemented?; Were the selected relevant temperature logs available for review? If YES, specify which date was selected.
Regulations:
7 CFR 210.13(c); 7 CFR 210.13(b)(5)
Initial Comments:
Food temperature logs were not maintained at the Lincoln School for the month of review and also for the day of review,informed by manager that they've never been maintained.
Corrective Action Required:
SFA must attest that food temperatures are taken, recorded and logs are maintained as part of required record keeping.

Finding:

Were on-site (or off-site, if observed) storage violations observed?
Regulations:
7 CFR 210.13(d)
Initial Comments:
At High School the food supply not dated.;

At the Lincoln School
>Food supply not dated
>Boxes observed on the floor in the cooling and freezing unit
>Milk cooler missing internal thermometer.
Corrective Action Required:
SFA must attest that no food is stored on the floor, that all food items are dated and stored properly according to manufacturer's instructions. Also ensure that all milk cooling units utilizes internal thermometers.

Finding:
Were two inspections received in the previous school year?
Regulations:
7 CFR 210.13(b)
Initial Comments:
Two inspections from the previous year was available for review.
Corrective Action Required:

The SFA must attest that a written request of two inspections to the local board of health is sent and the documentation maintained as part of the record keeping. Please upload a copy of the inspection report with the corrective action plan.

Local School Wellness Policy

Finding:
Non-compliance: SFA did not have any wellness assessment on file.
Regulations:
7 CFR 220.8 (d)(1)
Initial Comments:

Corrective Action Required:
SFA must submit minutes from the most recent wellness committee meeting and/or school committee meeting where the wellness policy was addressed. If no recent minutes are available, SFA must submit a schedule showing regular meetings of the wellness committee.

Meal Counting and Claiming

Finding:
Were the counts for all schools for the review period correctly consolidated and claimed by the SFA?
Regulations:
7 CFR 245.6(b)
Initial Comments:
St. Mary's and Pierce POS are combined, total for F, R & P entered as the paid total
Corrective Action Required:
SFA must describe the procedure that will provide the claim processor with accurate daily meal counts for free, reduced and paid eligibility every month. Recommend separating St. Mary's and Pierce school meal counting procedures.

Meal Components and Quantities

Finding:

Did all meals observed for the day of review counted for reimbursement contain all of the required meal components? If NO, explain any errors identified and the technical assistance provided in the comments section.
Regulations:
7 CFR 220.8
Initial Comments:
Cashier needs training on what constitutes a reimbursable meal TA provided. While some of the meals at the point of service met meal pattern requirements under offer v. serve, the implementation of what constitutes a reimbursable meal was inconsistent. A total of 135 lunches did not meet the meal pattern.
Corrective Action Required:
The SFA must provide training for cashiers and managers to all staff on offer vs. serve for the breakfast and lunch meal pattern. Refer to makingitcount.info for training video options which could

be included as a part of the training. Submit training agenda and sign in sheet. A fiscal disallowance may occur for errors identified

Finding:
Did all reviewed meals during review period (production records/other supporting documentation) indicate that all required meal components/weekly meal pattern requirements were offered and served to students? If NO, explain errors identified and technical assistance provided. Indicate if violations were repeat violations. Record # meals observed missing required meal components on S-1 17. Record # incomplete meals claimed for reimbursement subject to fiscal action in appropriate field on S-1 18.; Do planned menu quantities meet meal pattern requirements
for the review period?; If NO to a, do production records and/or other supporting documentation for the review period indicate that the required quantities of food were available?
Initial Comments:
Incomplete production records repeat finding from previous review; Incomplete production records ; Unable to verify as labels were not made available during the review and production records did not show actual servings in cups or ounces.; Unable to verify as labels were not made available during the review and production records did not show actual servings in cups or ounces.; Incomplete production records; Unable to verify as labels were not made available during the review and production records did not show actual servings in cups or ounces.
Corrective Action Required:
SFA must provide training to all NSLP staff on production records requirements that entails correct portion sizes for the age groups they serve. Submit dated agendas and list of attendees.

Finding:
Is there signage explaining what constitutes a reimbursable breakfast to students? Is there signage explaining what constitutes a reimbursable lunch to students?
Regulations:
7 CFR 210.10(a)(2)
Initial Comments:
No signage posted explaining what constitutes a reimbursable breakfast or lunch to students at the Lincoln school.
Corrective Action Required:
The SFA must attest that offer vs. serve signage appropriate for students for both breakfast and lunch is posted where students can easily see the sign.

SFA Accuclaim On-site Monitoring

Finding:
Was the on-site review of the meal counting and claiming procedure completed prior to February 1?
Regulations:
7 CFR 210.8
Initial Comments:
No documentation on file to validate accuclaim submitted by SFA; Accuclaim reports could not be provided for the review
Corrective Action Required:
The SFA must attest that Accuclaim monitoring will be conducted for all sites claimed by the SFA. Accuclaim reports must be maintained as part of the record keeping requirements for compliance in the NSLP.

Offer versus Serve

Finding:
Has the cafeteria staff been trained on Offer vs. Serve?
Regulations:
7 CFR 210.10
Initial Comments:
Staff had students taking "sides" (cheese, crackers, granola) vs. a fruit component to count as a reimbursable meal.; Cashier had students take a milk when a reimbursable meal was already on the tray.; TA provided to staff on combinations of food components including a fruit or vegetable to count a reimbursable meal
Corrective Action Required:
SFA must provide training for cashiers and managers for the breakfast and lunch meal pattern. See makingitcount.info for training video options. Submit the training agenda and sign in sheet.

Finding:
Is OVS being implemented properly by reviewed school? If NO, list all errors identified & technical assistance provided. Meals missing required meal component, which includes requirement for at least 1/2 c. fruits/vegetables, are recorded under #401.
Regulations:
7 CFR 210.10
Initial Comments:
32 meals missing fruit component; This is repeat finding from previous review staff needs to be retrained on lunch meal pattern.
Corrective Action Required:
The SFA must provide training for cashiers and kitchen managers for both the breakfast and lunch meal pattern. Refer makingitcount.info for training video options. Submit training agenda and sign in sheet. A fiscal disallowance may occur for errors identified

Finding:
Is there signage explaining what constitutes a reimbursable meal to students including the requirement to select at least ½ cup fruit or vegetable?
Regulations:
7 CFR 210.10(a)(2)
Initial Comments:
No signage posted explaining to students what constitutes a reimbursable meal including the requirement to select at least ½ cup fruit or vegetable.
Corrective Action Required:
The SFA must attest that offer vs. serve signage appropriate for students for both breakfast and lunch is posted where students can easily see the signage.

Professional Standards

Finding:
Is the SFA tracking training hours on an annual basis? If not, please describe how training hours are being tracked.
Regulations:

7 CFR 210.30
Corrective Action Required:
The SFA must provide a statement of assurance that all district staff, including St. Mary's, with responsibility for school nutrition program complete annual training in areas applicable to their job and that the training's are documented with hours tracked.

Resource Management

Finding:

Non-Compliance: Resource Management (Bad Debt)- The district have outstanding balances not collected within the district.
Regulations:
7 CFR 210.14
Initial Comments:
Charge policy in place not enforced.
Corrective Action Required:
The district must transfer funds to cover the bad debt permitted by each school for FY16. Bad debt is an unallowable charge to the school lunch revolving account. Please submit documentation to show the debt has been covered by funds other than food service. An enforced district-wide charge policy is recommended.

Smart Snacks

Finding:
Does the school hold fundraisers? If so, did schools observe the State-defined limit on fundraisers?
Regulations:
7 CFR 210.11(a)
Initial Comments:
Assistant principal at the Brookline High has given permission to special needs students to have a bake sale prior to
30 minutes after the end of the official school day.
Corrective Action Required:
The SFA must provide an attestation that all foods sold at fundraisers on the school campus during school hours are
in compliance or that items will be sold 30 minutes after the school day ends. The Wellness policy committees should
be informed of the regulations to align with the local school policy.

Finding:
Review 10% of the food and beverages sold during the review month.
Do foods and beverages sold to students during the school day (defined as 12 am on a day of instruction to 30
minutes after the end of the official school day), including a la carte foods and beverages sold during meal services,
meet Smart Snacks standards? (Includes food items sold during non-exempt fundraisers).
Regulations:

7 CFR 210.11
105 CMR 225.000
Initial Comments:
Several options in the vending machine does not meet the Smart Snacks standards or Massachusetts standards. Culinary program operating during breakfast and lunch meal services sold food to students. Coffee sold in the high school cafeteria
Sushi offered needs to meet smart snack regulations.
Corrective Action Required:
The SFA must attest that vending machines accessible to students will only contain items meeting state and federal standards for foods sold or provided outside of school meal programs. Vending machines must comply with the standards at all times. The nutrition standards apply to all foods sold to students on the school campus during the school day, including food prepared and/or sold by culinary education programs. SFA must ensure that all food and beverage sold are in compliance with state and federal regulations.

Verification

Finding:
Do the verified applications on file match the number reported on the most recent FNS-742 as reviewed in Question
200 of the Off-Site Assessment Tool?
Regulations:
7 CFR 245.6a

Initial Comments:
FNS-742 submitted but no documentation in district to support information reported

Corrective Action Required:
The SFA must submit statement of assurance that verification procedures are completed within the given timeframe and ensure the most current information from the State Agency including the non-discrimination statement is utilized. SFA must maintain records as part of the record keeping requirements for the NSLP.

Water

Finding:
Is free potable water available to all students for lunch (in each location where lunches are served during the meal service) and for breakfast (when breakfast is served in the cafeteria)?
Regulations:
78 CFR 39068
Initial Comments:
Water was not available in the cafeteria at the Lincoln School and the High School.
Corrective Action Required:
The SFA must attest that free potable water is available to all students in the district for breakfast and lunch in the cafeteria during meal service.

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

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

Name of Site Monitored: _____ Monitoring Date: _____

Menus and Service

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

Financial Accountability Procedures

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

Sanitation and Safety Procedures

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

Other Contractual Requirements

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

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

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

Date of Implementation: _____

Other Comments:

Exhibit K – FSMC Profile

Part 1 - Contact Information

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

Part 2 - General Information

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

Part 3 - School Food Service Experience

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

Part 4 - Personnel and Management Team

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

FSMC Exhibits

(Required for submission in the order they appear)

Exhibit K, Part 1 & 2 – FSMC Profile Information

Part 1 - Contact Information

Respondent's Name: _____
Title: _____
Signature: _____
Mailing Address: _____
Area Code/Telephone: _____
Fax: _____
Email: _____

Part 2 - General Information

Company Name: _____
Address of Company Headquarters:

_____

Number of Offices: _____
Location of Offices:

_____

Employees: _____

Category	Number
All company employees	
Food service employees	
School food service employees	
Client employees supervised by company	

Attachments:

- W-9 Form
- Affirmative Action Plan

Exhibit K, Part 3, A – Client List

FSMC Name: _____

District/Client Name: _____
Status (check one): ☐ Active ☐ Discontinued/Terminated

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

List Service Years with District/Client:

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

Name: _____
Title: _____
Area Code/Phone # _____
Email Address _____

District/Client Name: _____
Status (check one): ☐ Active ☐ Discontinued/Terminated

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

List Service Years with District/Client:

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

Name: _____
Title: _____
Area Code/Phone # _____
Email Address _____

Exhibit K, Part 3, B – Narrative Summary

FSMC Name: _____

Attachments:

- Description of Merchandising Programs
- Description of Food Handling/Sanitation Program
- Description of Nutrition Education/Awareness Program
- Description of Employee Training Programs
- Description of Collaborative Efforts
- Description of Accounting Program
- Transition Plan
- Summary of Experience
- Plan of Services

Exhibit K, Part 3, C – Reference List

FSMC Name: _____

Name: _____
Title: _____
Client Organization: _____
Address: _____
Area Code / Phone #: _____
Email Address (if available): _____

Name: _____
Title: _____
Client Organization: _____
Address: _____
Area Code / Phone #: _____
Email Address: (if available) _____

Name: _____
Title: _____
Client Organization: _____
Address: _____
Area Code / Phone #: _____
Email Address (if available): _____

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

FSMC Name: _____

Team Member _____
Title: _____
Role in SFA's Food Service Program _____

Team Member _____
Title: _____
Role in SFA's Food Service Program _____

Team Member _____
Title: _____
Role in SFA's Food Service Program _____

Team Member _____
Title: _____
Role in SFA's Food Service Program _____

Team Member _____
Title: _____
Role in SFA's Food Service Program _____

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

Exhibit K, Part 4, C – Company Organization Information

FSMC Name: _____

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

Attachments:

- Company Organization Chart
- On-Site Management/Administrative Chart
- ~~Bid Bond~~ **(Amendment Two)**/Performance Bond
- Most recent Audited Annual Report

Exhibit L- Personnel and Staffing Plans

1. Personnel Costs:

Job Category	**Number of Positions**	**Average Hourly Wage**	**Average Hours Per Week**	**Total Cost Per Week**
Director/Supervisor				
Kitchen Managers				
Cooks				
Assistants				
Cashiers				
Other				
TOTAL				

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

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

2. Staffing Plan:

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

Salaried Positions				
Job Title	Number of Positions	Monthly Salary	Benefits	Retirement Program

Hourly Positions				
Job Title	Number of Positions	Monthly Salary	Benefits	Retirement Program

Attachments:

- Description of Employee Benefits
- List of Personnel Policies
- Support Staff Visitation Schedule
- Affirmative Action Plan
- Individual School Staffing Schedules (proposed)
- Qualifications & Experience of Food Service Director

Exhibit M – Annual Budget Projection/Plan

Annual Budget Projection/Plan

Assumes All Workers Are Employees of the FSMC

Note: This schedule should be completed for the District in total.

		Shall be Based on Meals served in 2010-2011 School Year	Proposed Program Improvement
INCOME		**$**	**$**
	Cash		
	Reimbursements		
	TOTAL INCOME		
EXPENSES			
	Food		
	Less: Rebates/Manufacturers Incentives	**( )**	**( )**
	Labor		
	Management Fees		
	Administrative Fees		
	Other Expenses		
	TOTAL EXPENSES		
PROFIT (LOSS)			

ANNUAL INCOME SUMMARY

Note: This schedule should be completed for the District in total.

		Shall be Based on Meals served in 2016-2017 School Year	Proposed Program Improvement
CASH INCOME		**$**	**$**
	Paid Meals	_____	_____
	Reduced Meals	_____	_____
	Type A Paid Meals	_____	_____
	A La Carte/Vending	_____	_____
	Adult Meals	_____	_____
	Other	_____	_____
	TOTAL		
REIMBURSEMENTS			
	Paid Meals	_____	_____
	Reduced Meals	_____	_____
	Free Meals	_____	_____
	TOTAL		
TOTAL ALL INCOME			
MEAL COUNTS			
	Paid Meals	_____	_____
	Reduced Meals	_____	_____
	Free Meals	_____	_____
	Equivalent Meals	_____	_____

OTHER EXPENSES

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

		Shall be Based on Meals served in 2016-2017 School Year	Proposed Program Improvement
		Annual	**Annual**
1.	Cafeteria Supplies (paper, cleaning, etc.)	_____	_____
2.	Insurance	_____	_____
3.	Cell phones (provided by the District)	_____	_____
4.	Promotions	_____	_____
5.	Office Supplies	_____	_____
6.	Uniforms	_____	_____
7.	Repairs	_____	_____
8.	Replacements (Expendable Equipment)	_____	_____
9	Commodity Delivery	_____	_____
10.	Licenses	_____	_____
11.	Auto Allowance/Mileage Reimbursement set by IRS	_____	_____
12.	Performance Bond	_____	_____
13.	Other: (list) Laundry	_____	_____
14.	Vehicle Expense	_____	_____
15.	Cargo Van	_____	_____
	TOTAL		

LABOR COST SUMMARY

Costs Assume All Workers Are Employees of the FSMC

Note: This schedule should be completed for the District in total. ***DO NOT*** *consolidate or combine any of the line items below. List each item on a separate line as indicated.*

		Shall be Based on Meals served in 2016-2017 School Year	Proposed Program Improvement
	Salary/Wages	**Annual**	
1.	Food Service Director		
2.	Secretary/Administrative Support (List)		
3.	Hourly Wages		
4.	Other: (list)		
5.	**TOTAL (1-4)**		
.	**OTHER PAYROLL COSTS**		
7.	F.I.C.A.		
8.	Worker's Compensation		
9.	Federal Unemployment		
10.	State Unemployment		
11.	Health Insurance Worker's Compensation		
12.	Life Insurance Federal Unemployment		
13	Repairs State Unemployment		
14.	Retirement/Pension Plan Health Insurance		
	Other: (list)Life Insurance		
15.			
16.	Repairs		
17.	Retirement/Pension Plan		
18.	Other: (list)		
	TOTAL (7-18)		
	GRAND TOTAL LABOR & BENEFITS		

Exhibit N – Miscellaneous FSMC Proposals

ONLY the items below are applicable to this Request for Proposal. Clearly label all responses to the applicable items with the exhibit letter and the item number.

1. **Inventories** *(as appropriate)*: The successful FSMC may be required to purchase all inventory of food and supply items currently in leased storage, the SFA's warehouse, and in storage in any of the schools. Current market value will be utilized to determine the value of said items. Explain how the FSMC proposes to make this payment.

2. **A la carte** (*as appropriate*): A la carte items are offered in elementary, middle and senior high schools and only with the SFA's approval at each location. Describe the FSMC's plan for operation of the a la carte program.

3. **Adult Meals**: Describe the FSMC's plan for operation of an adult meal service program.

4. **Additional Equipment or Building Modifications**: In the event the FSMC's package calls for additional equipment or building modifications, submit a plan showing costs, detailed descriptions, and locations. Indicate who shall pay the cost of such modifications and how they will be financed. Any building modifications must be approved by the SFA's school committee

5. **Nutrition Education** *(as appropriate)*: Describe nutrition education programs the FSMC will provide for students, teachers, parents and other interested parties.

6. **Wellness Grants/Scholarship/Awards** from time to time grants or awards are given to school districts or students for program improvements or enhancements. Explain how the FSMC proposes to apply for, or, provide such remuneration or donations.

Exhibit O - Plans to Increase Program Participation

Based upon the participation data provided in Exhibit D., describe specific actions that will be taken to maintain and increase student participation in the food service programs.

- Menu Options
- Enhanced Food Based Menu Planning Pattern (H.S., Middle, Elementary)

Exhibit P– Food Service Management Company (FSMC) Fee Proposal

G. **Fee Components**

The FSMC's management fee must be: a fixed price, inclusive of all general and administrative fees, as well as profit, and in compliance with USDA rules and regulations.

In addition to the above requirements and any other requirements included in the Agreement, the following costs MAY NOT be included in any other expense charged to the SFA other than as indicated in the chart under paragraph 2 herein.

1. Menu development specific to the operation
2. Management meetings, and/or management development program specific to the operation
3. Nutrition education materials and program expense
4. Facilities layout and design services specific to the operation
5. Cost of developing training or procedures manuals
6. Food service control forms and supplies
7. Materials for food service promotions
8. All purchasing services[6]
9. Education provided through classroom programs, parent/teacher meetings and school food service advisory committee meetings
10. All accounting and bookkeeping
11. All payroll reporting, recording and documentation including the issuance of weekly payroll checks for food service management company employees
12. Supply of all administrative, dietetic, nutritional, sanitation and personnel advice
13. Visitation/coverage by corporate chef during school food service promotions
14. Visitation/coverage by a principal or other executive of the food service management company
15. Other Fees not outlined by this RFP that are included in the fee must be delineated and listed below.

G. **Define Fee Structure:**

G. **Fee Structure:** Please mark the table below with an X for the components that make up the Administrative Fee/Management Fee or are to be directly billed to the SFA from the items listed above. Labor and food production costs are covered later in this section.

Administrative Fee: The FSMC shall charge the SFA a fee of $_____ per month for ten (10) months during each year of the contract. The fee represents the FSMC overhead expenses listed below. The Fee for the summer months of July and August shall be spate.

OR

[6] Except as allowed under USDA purchasing and FSMC contract regulations

Management Fee: The FSMC shall charge the SFA a fee of $_____ per month for ten (10) months during each year of the contract. The fee represents the FSMC overhead expenses listed below.

Direct Bill to SFA: The SFA directly pays all other costs of operating the food service program from the overhead expenses listed above.

Fee Components	Administrative Fee	Management Fee	Direct Bill to SFA
1. Menu development specific to the operation			
2. Management meetings, and/or management development program specific to the operation			
3. Nutrition education materials and program expense			
4. Facilities layout and design services specific to the operation			
5. Cost of developing training or procedures manuals			
6. Food service control forms and supplies			
7. Materials for food service promotions			
8. All purchasing services			
9. Education provided through classroom programs, parent/teacher meetings and school food service advisory committee meetings			
10. All accounting and bookkeeping			
11. All payroll reporting, recording and documentation including the issuance of weekly payroll checks for food service management company employees			
12. Supply of all administrative, dietetic, nutritional, sanitation and personnel advice			
13. Visitation/coverage by corporate chef during school food service promotions			
14. Visitation/coverage by a principal or other executive of the food service management company			
15. Other (list):			

G. **Management Fee Proposal :** _____, food service management company (hereinafter referred to as the FSMC), agrees to operate the school food service program of The Public Schools of Brookline, MA, a federal Child Nutrition Program SFA (hereinafter referred to as the SFA) as described in the SFA's Request for Proposal (RFP) specifications for the 2016-2017 school year and for school years 2017-2018, 2018-2019, 2019-2020 and 2021-2022, subject to subsequent negotiated one-year extensions of our agreement. Notwithstanding any contrary understanding or interpretation the term of this agreement shall be one year, as required by USDA. This agreement may be renewed for one year terms for each of four additional years.

Exhibit Q – Terms

Payment

The Vendor shall be paid, upon the submission of proper invoices or vouchers as follows:

a. All invoices need to be dated and addressed to:

Public Schools of Brookline
c/o Finance Department
333 Washington Street
Brookline, MA 02445

b. All pricing and or discounts should be in accordance with the bid specifications.

c. SFA funded expenses require all vendors should not accept any orders for services without an authorized purchase order number.

The Vendor shall provide the Town, with and as a condition to each payment if the payments are in installments, all documentation necessary to evidence transfer to The Town of full and unencumbered title to the item for which payment is being made.

The Vendor will send its applications for payment to:

Public Schools of Brookline
c/o Finance Department, Attn.: M. Gillis
333 Washington Street
Brookline, MA 02445

Equal Employment Opportunity

In connection with the execution of this contract, the Vendor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, sexual orientation, national origin, sexual orientation or presence of any sensory, mental or physical handicap as provided by M.G.L. c. 151 B.
The Vendor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex, age, sexual orientation, national origin or presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

Delegation And Assignment

Neither party to this contract may delegate the performance of this contract to a third party unless mutually agreed in writing. This contract cannot be assigned without the written consent of the other party.

Notices

Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, telegraphed, telexed, sent by facsimile transmission or sent by certified, registered or express mail, postage prepaid. Any such notice shall be deemed given when so delivered personally, telegraphed, telexed or sent by facsimile transmission or, if mailed, two days after the date of deposit in the United States mails, as follows:

(A) if to the Town, to:

Superintendent of Schools
Public Schools of Brookline
Town of Brookline
333 Washington Street
Brookline, MA 02445

if to the Vendor: to:

_____
_____
_____
_____

Merger

This Agreement constitutes the entire agreement of the parties. There are no other Agreements, oral or written, which modify or affect this Agreement. This Agreement supersedes any and all provisions on the face and reverse side of any purchase order or any attachment thereto inconsistent with or in addition to the provisions hereof, and this provision constitutes notice by the Town of its objection to any such inconsistent or additional provision. The Agreement may not be amended except in writing signed by both parties to the Agreement.

Jurisdiction Laws – Venue

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and any action to enforce the Agreement shall be brought in Middlesex County, Massachusetts. The Vendor agrees that if a lawsuit is instituted by the Town for any default on the part of the Vendor, and the Vendor is adjudged to be in default, the Vendor shall pay to the Town all costs and expenses, expended or incurred by the Town in connection therewith, and reasonable attorney's fees.

Representations And Certifications Of The Vendor

The Vendor hereby represents and certifies under the penalties of perjury:

A. **Non-Collusion**: The Vendor certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word - "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.
B. **Tax and Contributions Compliance**: The Vendor is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes and to contributions and payments in lieu of contributions. The **Vendor's social security/tax identification number is _____.**

C. **Conflict of Interest**: The Vendor certifies that no official or employee of the Town has a financial interest in this bid or in the Contract with the Vendor offers to execute or in the expected profits to arise therefrom, unless there has been compliance with the provisions of M.G.L. c 268A. The vendor

certifies that they will require employees to adhere to Conflict of Interest Law as it pertains to public employees and students in this financial arrangement.

D. **Licenses and Permits**: The Vendor shall obtain all required licenses and permits pertaining to work under this Agreement. The Vendor shall submit copies of such licenses and/or permits upon request.

E. **Debarment or Suspension**: The Vendor certifies that it has not been debarred or suspended under M.G.L. c. 29, Section 29F, nor will the Vendor contract for supplies from a debarred or suspended subcontractor on any public contract.

F. **Certificate of Authority**

At a duly authorized meeting of the Board of Directors of _____
(name of corporation)
held on* _____ at which all the Directors were present or waived notice, it
(date)
was voted that _____, _____ of this
(name) (office)
corporation, be it he or she, hereby is authorized to execute bid documents, contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any bid document or contract or obligation in this corporation's name on its behalf under seal of the corporation, shall be valid and biding upon this corporation.

ATTEST: _____
(clerk or secretary)
Place of Business: _____

I certify that I am the clerk/secretary of the _____
(name of Corporation)

and that _____ is the duly elected _____
(name) (office)

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

ATTEST: _____
(clerk or secretary)
Date:** _____

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

G. Corporate/Partnership Form

NOTE: If the bidder is a corporation, indicate state of incorporation; if a partnership, give full names and addresses of all partners; and if an individual, give residential address if different from business address. Use the following spaces:

If a Corporation:

Incorporated in what state: _____
President: _____
Treasurer: _____
Secretary: _____

If a foreign corporation (incorporated or organized under laws other than laws of the Commonwealth of Massachusetts), is the corporation registered with the Secretary of State of Massachusetts?
Yes __ No __.

If the bidder is selected for the work referred to above, it is required under M.G.L. c.30 §39L to furnish to the awarding Town a certificate of the Secretary of State stating that the corporation has complied with M.G.L. c.181 §§3, 5 and the date of such compliance.

If a Partnership: (Name all Partners)
Name of Partner:_____
Residence:_____

Name of Partner:_____
Residence: _____

If an Individual:
Name:_____

Residence: _____

If an Individual doing business under a firm name:
Name of Firm:_____
Name of Individual:_____
Business Address:_____
Residence: _____
Other form of business organization:_____

Executed by FSMC Official Signature:

_____ _____
Authorized FSMC Official Signature Title

_____
FSMC Address City/Town

_____
FSMC Bid Contact Name Bid Contact Phone #

_____
FSMC Bid Contact Email Address

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

_____

Name of Food Service Management Company

_____

Name of Company Representative

_____

Title

_____

Signature Date

_____

Address

_____

City State Zip

_____

Area Code / Phone Number

Exhibit R – Agreement for Management of a School Food Service Program

Exhibit S – Town of Brookline's Energy Policy

TOWN OF BROOKLINE

Department of Public Facilities
333 Washington Street
Brookline, MA 02445
Brookline Energy Guidelines November 2007

FACILTY OPERATION GUIDELINES FOR ENERGY MANAGEMENT

The objective of this guideline is to conserve the use of natural resources in Brookline Public Facilities on a daily basis, while providing a comfortable environment for the building occupants. All users of Brookline Public Facilities, including staff, community, and student users, should be made aware of their responsibility regarding Energy Conservation. We are all stakeholders in this initiative and your cooperation is essential for positive results.

This plan utilizes a people-oriented approach to energy management and is based upon the following considerations:

- Every employee, student and community user is expected to contribute to the Town's efforts to conserve energy and natural resources. As an "energy consumer" every person will be expected to be an "energy saver".

- All unnecessary lighting in unoccupied areas must be turned off. All lights will be turned off when scheduled activities are concluded. Evening custodians will turn on lights only in the immediate area in which they are working. Safety lighting will be held to the minimum level necessary for safe passage as stated in applicable building codes.

- Computers, copy machines and all other office equipment are expected to be used at their most efficient level, and shut down at the end of the workday.

- The building manager for each building will insure that a responsible person, typically the building custodian, shuts down the facility when scheduled activities cease for the day, weekends, and Holidays.

- Heating and cooling levels are established as outlined below.

Guidelines for Interior/Exterior Lighting

1. Lights should not be turned on unless definitely needed. Lights should be turned off when leaving an office or room – **even for a short period of time.**

2. Gymnasiums, multi-purpose rooms and cafeteria lights should not be left on unless they are being utilized, or are going to be used within 15 minutes.

3. All outside lighting should be turned off during daylight hours (adjust time clocks and check dusk/dawn sensors).

4. Hallways and "commons" lighting should be turned off at the end of the scheduled day.

5. Night custodians should turn lights on only in their work areas.

6. Exterior lighting should be minimized when not required for safe access to the building.

Guidelines for Heating and Ventilating (HVAC) Systems

1. HVAC systems should always be operated in the most economical and efficient way possible and only for the amount of time required to provide the appropriate climate for a specific activity.

2. Building and equipment controls are to be operated by qualified custodians and maintenance staff only.

3. Building managers and maintenance and custodial staff will insure HVAC set points are set to the following guidelines:

Cooling Season Occupied Set Points: 74 F, operating range 74 – 76 F

Unoccupied Cooling Set Point: 90 F

Heating Season Occupied Set Points: 70 F, operating range 68 F – 70 F

Unoccupied Set Point: 55F, (60 F HEAT Pumps)

NOTE: Seasonal transition periods may affect availability of heating or cooling equipment. Operating range indicates typical 2-degree dead band (temperature rise or fall between on/off conditions).

4. Building managers may request alternate temperature set points by contacting the Town Manager or Superintendent of Schools in writing. The Director of Public Facilities may approve temporary changes.

5. Rented spaces will be set to occupied set points.

6. Buildings that have spaces with 24-hour occupancy will utilize zone controls to insure efficient operation.

7. Large spaces not in use during the day shall have their lighting, heat/cooling, and ventilation set back to unoccupied levels.

8. All doors and windows should be closed during normal HVAC operation.

9. When feasible, window blinds/drapes are to be positioned to maximize building efficiency.

10. In classrooms, all books and materials must be cleared from unit ventilators.

11. On Holidays and school vacation periods, when buildings are not in use, the entire building shall be operated on the unoccupied set point. Variations for working staff can be made via override controls for specific zones and lengths of time.

Guidelines for the Operation of Domestic Hot Water Heaters

1. Thermostats for hot water heaters will be set so water at all sinks will not exceed 110°F.

2. Thermostats for hot water heaters that service kitchens will be set at 180°F.

3. When available, time clocks will be set to provide for maximum efficiency.

Guidelines for the Operation of Water Sources

As a standard practice, all custodians should complete a maintenance repair order for any leaking faucets or water lines. Automatic flushing devices should be inspected on a regular basis. Maintenance should address repair/replacement requests in a timely manner.

Irrigation systems should have “Rain Bird” water monitoring devices installed and inspected at least once a month to assure proper functioning. Timers should be checked to assure that watering cycles are set at optimal levels.

TOWN OF BROOKLINE
Massachusetts

DEPARTMENT OF FINANCE

PURCHASING DIVISION

333 Washington Street
Brookline, MA 02445
617-730-2195
Fax: 617-264-6446

INSTRUCTIONS TO PROPOSERS

DAVID C. GEANAKAKIS
Chief Procurement Officer

RICHARD SAVILLE
Procurement Officer

1. **REQUEST FOR PROPOSAL**, which is enclosed herewith, is an integral part of these instructions.

2. **BID (VENDOR) LISTS.** Vendors who wish to remain on the active bid list must either submit a proposal or a letter of explanation as to the reason for not submitting same, no later than the official PROPOSAL OPENING.

3. **MARKING ENVELOPS.** The Proposal must be filled out on the form(s) prescribed and enclosed in sealed envelopes which shall be marked on the outside with the word "TECHNICAL PROPOSAL" or "PRICE PROPOSAL", the Proposal Title, Proposal Reference Number, and the name and address of the proposer.

4. **SAMPLE.** The Chief Procurement Officer may require the submission of samples either before or after the award of a contract, at no charge to the Town, in order to ascertain whether or not a product will be suitable for the purpose for which it is intended. If it is specifically stated elsewhere in the proposal documents that samples are required, full size samples must be submitted not later than the official PROPOSAL OPENING. Failure to submit said samples may be regarded as a basis for rejecting a proposal. Samples may be impounded until satisfactory completion of a contract. Otherwise, the bidder must call for all samples within (30) days of the award of contracts or said samples will be presumed abandoned and the Chief Procurement Officer will dispose of them as he sees fit.

5. **TAXES.** Purchases by the Town of Brookline are exempt from federal, state or municipal sales and/or excise taxes.

6. **PRICE PROPOSAL FORM.** The proposal price(s) must be typewritten in or written in ink in the space(s) provided on the official PRICE PROPOSAL FORM. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Proposal prices shall encompass

everything necessary for furnishing the item(s) specified in, and in accordance with the specifications, including proper packing and the cost of delivery.

INSTRUCTIONS TO PROPOSERS - Page 2.

7. **CASH TERMS.** Discounts for prompt payment will be considered when making awards. Minimum time for discount consideration is twenty (20) days.

8. **PROPOSAL DOCUMENTS.** The proposer is to familiarize himself thoroughly with all the documents enumerated herewith, as it is conclusively understood that all proposals are based upon full compliance with the various provisions contained in said documents. The documents comprising the proposal consist of (a) Request for Proposal (b) Article XXIX of the Town of Brookline By-Laws relating to non-discrimination in employment (c) Instructions to Proposers (d) General Conditions (e) Special Conditions (if any) (f) Specifications, and (g) Price Proposal Form. The same documents will be incorporated into the contract documents. One set of the Request for Proposal is given to each proposer. A complete, original set of documents is to be returned, properly signed and executed. A copy of the documents submitted should be kept for the proposer's file.

9. **MINORITY BUSINESS ENTERPRISE PROGRAM**. Minority and women owned business enterprises are encouraged to submit bids and will be given every opportunity to participate in Town of Brookline contracts.

10. NOTICE CONCERNING UNEXPECTED CLOSURES: If, at the time of the scheduled proposal opening, Town Hall is closed due to inclement weather or other unforeseeable events, the proposal opening will be postponed until 2:00 PM on the next normal business day. Proposals will be accepted until that date and time

The Town of Brookline does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services or activities. Individuals who need auxiliary aids for effective communication in programs and services of the Town of Brookline are invited to make their needs known to Robert Sneirson, Town of Brookline, 11 Pierce Street, Brookline, MA 02445. Telephone (617) 730-2328; TDD (617) 730-2327; or e-mail at rsneirson@brooklinema.gov

TOWN OF BROOKLINE
Massachusetts

DEPARTMENT OF FINANCE

PURCHASING DIVISION

333 Washington Street
Brookline, MA 02445
617-730-2195
Fax: 617-264-6446

GENERAL CONDITIONS

DAVID C. GEANAKAKIS
Chief Procurement Officer

RICHARD SAVILLE
Procurement Officer

1. **AWARD DATE.** Award will be made within forty-five (45) days after the BID OPENING unless otherwise stated in the specifications or the time for award is extended by mutual consent of all parties concerned.

2. **EQUIVALENTS.** Where in the specifications, one certain kind, type, catalog number, brand or manufacturer of material is named, it shall be regarded as the required standard of quality. Where two or more are named, these are presumed to be equal and the contractor may select one of the items. If the bidder proposes to offer substitute items as an equal to those named in the specifications, he shall so indicate on the BID FORM the kind, type, catalog number, brand, or manufacturer of material that is offered as an equal, and shall submit data sheets and/or catalog cuts and otherwise describe wherein it differs from the base specifications in similar detail as the description of the component parts of the specified items. Substituted items must be capable of performing all the functions and/or operational features described or indicated in the specifications. Failure to indicate the description of any substitute item on the Bid Form will be interpreted to conclude that the bidder will furnish the specified item.

3. **DELIVERIES.** The contractor shall pay all freight and delivery charges. Unless otherwise stated, items must be delivered within forty-five (45) days of the notice of award. All deliveries must be made inside the building and to the appropriate storeroom as designated by the custodian. Sidewalk or tailgate deliveries will not be accepted. Town personnel are not required to assist in the deliveries and contractors are cautioned to notify their shippers that adequate assistance must be provided at the point of delivery. All items of furniture must be delivered inside the building, in place, set up ready for use. Deliveries are to be made between 8:30 A.M. and 4:00 P.M., Monday through Thursday, except on holidays. Friday deliveries shall be made between 8:30 A.M. and 12:00 Noon. All damaged items, or items which do not comply with specifications will not be accepted and title therefore will not vest to the Town of Brookline until such items are accepted by the receiving department. The contractor must replace, without further cost to the Town of Brookline, such damaged or non-complying items before payment will be made.

GENERAL CONDITIONS - PAGE 2

4. **LABELING.** All packages, cartons, or other containers must be clearly marked with (a) building and room designation; (b) description of contents or item number from specifications; (c) quantity; (d) Town of Brookline's purchase order number; and (e) Vendor's name and order number.

5. **GUARANTEES.** Unless otherwise stipulated in the specifications, furniture, equipment, and similar durable items shall be guaranteed by the contractor for a period of not less than one year from the date of acceptance by the receiving department. In addition, the manufacturer's guarantee shall be furnished. Any items provided under this contract which are or become defective during the guarantee period shall be replaced by the contractor free of charge with the understanding that all replacements shall carry the same guarantee as the original equipment. The contractor shall make any such replacement immediately upon receiving notice from the Chief Procurement Officer.

6. **RIGHT TO KNOW.** Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L. C111F SS8, 9 and 10 and the regulations contained in 441 CMR SS21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. C111F S7 and the regulations contained in 441 CMR S21.05. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with the contract. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures containing such substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F of M.G.L. are cautioned to obtain and read the law and rules and regulations referenced above.

FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF YOUR CONTRACT.

TOWN OF BROOKLINE, MASSACHUSETTS

By-laws of the Town of Brookline

ARTICLE 4.4

FAIR EMPLOYMENT PRACTICES WITH REGARD TO CONTRACTS

SECTION 4.4.1 CONTRACT PROVISIONS AND REQUIREMENTS

Subject to the exceptions hereinafter stated, all contracts awarded by the Town and all agencies and departments thereof, shall include the following provisions:

During the performance of this Contract, the Contractor, for himself, his assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

(a) The Contractor will comply with the provisions of Chapter 151B, as amended, of the General Laws of Massachusetts relative to non-discrimination which are incorporated herein by reference and made a part of this Contract.

(b) In the performance of work under this Contract, the Contractor shall not discriminate in employment practices or in the selection or retention of subcontractors or in the procurement of materials or rental of equipment on the grounds of race, color, religion, or national origin, or on the grounds of age or sex except when age or sex is a bona fide occupational qualification.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of such notice in conspicuous places available to employees and applicants for employment.

(c) In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract and for the procurement of materials and equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under this Contract relative to non-discrimination on grounds of race, color, religion, national origin, age or sex, and his obligations to pursue an affirmative course of action as required by paragraph (d).

(d) The Contractor will pursue an affirmative course of action as required by affirmative action guidelines adopted by the Human Relations Commission in effect on the effective date of the contract, or when calls for proposals are made, whichever is sooner, which are herein incorporated by reference, attached hereto, and made a part of this contract and to the nature and size of his work force, to insure that applicants are sought and employed, and that employees are treated, during their employment, without regard to their race, color, national origin or ancestry, or religion. No changes in affirmative action guidelines hereinafter adopted by the Commission shall be effective with respect to contracts already in effect, without the express written consent of the contractor.

(e) In the event the Contractor fails to comply with the foregoing non-discrimination provisions of this Contract, the contracting agency of the Town, upon advice and counsel of the Human Relations Commission, shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

(1) withholding of payment due the Contractor under this contract until the Contractor complies, and/or
(2) cancellation, termination or suspension of this Contract, in whole or in part.

For the purposes of this section the contracting agency of the Town shall accept as proof of noncompliance with the provisions of Section 4.4.1(a), only final orders or decisions of the Massachusetts Commission Against Discrimination.

(f) The provisions of this section shall be deemed supplementary to, and not in lieu of, or in substitution for, the provisions of Massachusetts Law relating to non-discrimination, and other applicable Federal, State or Town law, by-law, rule, regulation and directive relative thereto. In the event of a conflict between the provisions of this section and, where inserted or incorporated in this contract, an applicable state or federal law, rule, regulation or directive, the conflicting provisions of the latter shall control.

SECTION 4.4.2 EXEMPTIONS

The requirements of Section 4.4.1 shall not apply to the following contracts:

(a) Whenever work is to be or has been performed outside the state and no recruitment of workers within the state is involved
(b) those involving standard commercial supplies or raw materials
(c) When the contractor is a club exclusively social, or a fraternal association or corporation, if such club, association or corporation is not organized for private profit
(d) when the contractor employs fewer than six persons
(e) when the total value of the contract is less than $10,000.00
(f) contracts involving joint purchases with the state
(g) contracts with the Commonwealth for construction of public works
(h) contracts for financial assistance with a government or governmental agency
(i) notes and bonds of the Town
(j) employment by the Town of officers and employees of the Town
(k) whenever it is deemed necessary or appropriate the Board of Selectmen, upon the advice and counsel of the Human Relations Commission, may exempt any contract not covered by the foregoing exemptions from the operation of this By-law in whole or in part.

SECTION 4.4.3 REQUEST FOR PROPOSALS

All requests for proposals for contracts subject to the provisions of this Article shall include a statement notifying all bidders that the contract awarded pursuant to the proposal is subject to the provisions of this Article of the By-laws, relating to non-discrimination in employment.

TOWN OF BROOKLINE, MASSACHUSETTS

By-laws of the Town of Brookline

ARTICLE 4.8

LIVING WAGE BY-LAW

SECTION 4.8.1 TITLE

This By-Law shall be known as the "Living Wage By-Law."

SECTION 4.8.2 LIVING WAGE

(a) The town of Brookline ("town") shall pay each of its employees no less than $10.30 an hour except as provided in Section 4.8.5 and in collective bargaining agreements with the town under G.L. c. 150E, section 7.

(b) The wage prescribed in paragraph (a) of this Section 4.8.2 shall be known as the "living wage" and shall be adjusted annually by the same percentage and on the same schedule relative to wage adjustments given to full-time, nonunion town employees on the town's general pay schedule, beginning in the year 2003.

(c) The living wage shall also be adjusted annually at the time of and after the adjustment set forth in paragraph (b) of this Section 4.8.2 if necessary to insure that as so adjusted, it is at least one dollar more than the state minimum wage in effect under G.L. c.151 at the time of such adjustment.

SECTION 4.8.3 MINIMUM WAGE

The compensation of employees exempted from the living wage under paragraphs (a), (b), (c) and (d) of Section 4.8.5 shall be adjusted annually at the same time as the adjustment referred to in paragraph (b) of Section 4.8.2 if necessary to insure that the hourly wage is at least one dollar more than the state minimum wage in effect under G.L. c.151 at the time of such adjustment.

SECTION 4.8.4 NOTICE

The town shall provide each employee with a fact sheet about this By-Law and shall post current notices about the By-Law in conspicuous locations in town buildings. These fact sheets and posters shall include:

(a) notice of the living wage amount;
(b) notice of the town minimum wage amount under Section 4.8.3;
(c) a summary of the By-Law provisions;
(d) notice that a person claiming to be aggrieved by a violation of this By-Law may file a grievance under the town's Human Resources By-Law (Section 3.15.11) or, if a School Department employee, a complaint with the Assistant Superintendent of Schools for Personnel; notice that upon exhaustion of this administrative remedy, such person may seek appropriate legal relief.

SECTION 4.8.5 EXCEPTIONS

The town shall not be required to pay the living wage to the following persons:

(a) seasonal employees who work less than six months in any twelve-month cycle;
(b) employees participating in a work-study or cooperative educational program;
(c) employees whose positions are funded, in full or in part, by Community Development Block Grant or State Elder Services Grant monies;
(d) town library Junior Library Pages;
(e) Putterham Meadows Golf Course rangers;
(f) volunteers and all persons appointed or elected to town committees;
(g) elected officers of the town.

SECTION 4.8.6 APPLICATION/ENFORCEMENT/REMEDIES

a. Definitions:
In construing SECTION 4.8.6, the following words shall have the meanings herein given, unless a contrary intention clearly applies.

Covered employer means anyone who has been awarded a service contract or subcontract with the Town after the effective date of the By-law.

Covered Employee means any employee who performs direct services for the purpose of fulfilling the covered employer's contractual obligations, provided however, employees who perform services that are incidental to the execution of the contract are not covered employees.

Person means one or more of the following or their agents, employees, servants, representatives, and legal representatives: individuals, corporations, partnerships, joint ventures, associations, labor organizations, educational institutions, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, fiduciaries, and all other entities recognized at law by this commonwealth,

Services means the furnishing of labor, time, or effort by a contractor and/or covered employer.

Service contract means a contract for services awarded to a vendor by the town for no less than the following amounts: (i) $25,000.00 for contracts commencing in fiscal year 2006, (ii) $10,000.00 for contracts commencing in fiscal year 2007 (iii) $5,000.00 for contracts commencing in fiscal year 2008 and thereafter. Any bids opened prior to fiscal year 2006 shall not be subject to this article.

b. Application of Living Wage By-Law to Contracts
After the applicable date of this By-Law, the guidelines outlined in the Living Wage By-Law, Section 4.8.2 Living Wage, shall apply to all service contracts of the Town of Brookline.

These guidelines shall be followed to ensure that all covered employers shall pay their covered employees (both as defined above) providing services to the Town of Brookline and any of its Departments a Living Wage as defined in Article 4.8 Section 2.

c. Enforcement
Grievance procedures and nondiscrimination. Any covered employee who believes that his or her employer is not complying with requirements of this article applicable to the employer has the right to file a complaint with the town's Chief Procurement Officer or Board of Selectmen. Complaints of alleged violations may also be filed by concerned citizens or by a town official or employee. Complaints of alleged violations may be made at any time and shall be investigated promptly by or for the officer or board that received the Complaint. To the extent allowed under the Public Records Law, G.L.c.66, statements, written or oral, made by a covered employee, shall be treated as confidential and shall not be disclosed to the covered employer without the consent of the covered employee.

Investigations. The Chief Procurement Officer or Board of Selectmen who received a complaint, as aforesaid, shall investigate or have the complaint investigated and may, in conjunction with the Town Counsel, require the production by the covered employer of such evidence as required. The covered employer shall submit payroll records (meaning records

that relate to wages paid) upon request, and the failure to comply with the request may be a basis for terminating any contract between the parties. Upon receipt by the town of information of possible noncompliance with the provisions of this article, the covered employer shall permit representatives of the Chief Procurement Officer or Board of Selectmen to observe work being performed upon the work site, to interview employees and to examine payroll records, the books and records relating to the payrolls being investigated, to determine whether or not the relevant payment of wages complies with this By-Law.

Retaliation and Discrimination Barred. A covered employer shall not discharge, reduce the compensation of, or otherwise discriminate against any employee for making a complaint to the Town or otherwise asserting his or her rights under this article, participating in any of its proceedings or using any civil remedies to enforce his of her rights under the article. The Town shall investigate allegations of retaliation or discrimination and may, in conjunction with Town Counsel, and in accordance with the powers herein granted, require the production by the employer of such evidence as may be deemed necessary or desirable during such investigation.

d. Remedies

In the event that the town shall determine, after notice and hearing, that any covered employer has failed to pay the living wage or has otherwise violated the provisions of this article:

(1) The town may pursue the following remedies and relief:

a. Fines not to exceed $300.00 for each week, for each employee found to have not been paid in accordance with this article; and

b. Suspension of ongoing contract and subcontract payments.

(2) If the covered employer has failed to pay the living wage, the town may terminate all service contracts with the covered employer unless appropriate relief, including restitution to each affected covered employee, is made within a specified time.

(3) If the covered employer has discharged, reduced the compensation or otherwise discriminated against any covered employee for making a complaint to the town, otherwise asserting his or her rights under this article, participating in any of its proceedings or using any civil remedies to enforce his or her rights under the ordinance, the town may terminate all service contracts with the covered employer unless appropriate relief, including restitution to each affected covered employee and reinstatement of each discharged covered employee, is made within a specified time.

SECTION 4.8.7 SEVERABILITY

If any portion or provision of this By-Law is declared invalid or unenforceable by a court of competent jurisdiction or the Office of the Attorney General, the remaining provisions shall continue in full force and effect.

TOWN OF BROOKLINE
Massachusetts

DEPARTMENT OF FINANCE

PURCHASING DIVISION

333 Washington Street
Brookline, MA 02445
617-730-2195
Fax: 617-264-6446

PROPOSAL SIGNATURE FORM

The undersigned, hereafter called the proposer, having fully familiarized himself with all of the proposer documents, hereby agrees and declares:

1. That prices inserted cover all services, labor, materials, transportation, insurance, and all other necessary expenses to fulfill the conditions of the contract within the time stated.

2. That if a substitute manufacturer's name or model number is not inserted by the proposer under the appropriate column, it is understood that the proposer will furnish only the specified item and no substitute will be accepted.

3. Pursuant to M.G.L. Ch. 62C, sec. 49A, the proposer hereby certifies that the proposer has filed all state tax returns and paid all state taxes required under law.

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

The following items are to be completed by the proposer:

Title of Proposal_____

Guaranteed Date of Completion_____

Company Name_____

Company Address_____

Social Security or Federal Identification Number_____

Our company is: A Corporation_____ A Partnership_____ Individually Owned_____

Signature of Company Official_____

Telephone Number_____

Facsimile Number_____

Email Address_____

Terms:_____%_____Days, Net_____Days

TOWN OF BROOKLINE
Massachusetts

DEPARTMENT OF FINANCE

PURCHASING DIVISION

333 Washington Street
Brookline, MA 02445
617-730-2195
Fax: 617-264-6446

CERTIFICATE OF NON – COLLUSION

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

_____
Signature of individual submitting bid or proposal

_____
Name of Business

TAX COMPLIANCE CERTIFICATE

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

_____
Signature of individual submitting bid or proposal

_____
Name of Business