

SPECIFICATIONS/PROPOSAL

FOR FOOD SERVICE MANAGEMENT

**(The Department of Agriculture Guidance Form 355 recommends
the use of Competitive Contracting (18A:18A4.1) to procure Food Management
Services)**

BLAIRSTOWN TOWNSHIP BOE

PO BOX E

ONE SUNSET HILL ROAD

BLAIRSTOWN, NJ 07825

2017-2018

FUNDED CHILD NUTRITION PROGRAMS

2017-18 School Year
INSTRUCTIONS FOR FOOD SERVICE MANAGEMENT PROPOSAL

The organization or individual responding to this request will be **Food Service Management Company referred to as the (FSMC)**. The contract will be between the FSMC and **the SCHDIST referred to as the (SFA)**.

PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The purpose of this request is to provide for the operation of the SFA's food service programs. The FSMC will assume responsibility for the efficient management of the food program including purchasing, receiving, storing, setting up cafeteria lines, counter service, cleanup, sanitation, training, hiring and supervising personnel, and presenting food in a way to create optimum student participation. The program will include the use of federally donated USDA Foods.

ADMINISTRATIVE GUIDANCE

The information provided herein is intended to assist FSMC in the preparation of proposals necessary to properly respond to this Request for Proposals (RFP). The RFP is designed to provide interested FSMC's with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data.

RESPONSE DATE

A copy of your proposal must be received in the Board of Education office to the attention of the SFA official on the day and time indicated on the first page titled "Request for Proposals". Any proposal en route, either in the mail or other locations in any of the SFA's offices, will not be considered timely and will be returned unopened. Proposals received after the deadline will be late and ineligible for consideration.

Responses tendered by mail should be addressed to the School Business Administrator with the exterior of the envelope being plainly marked, "**Food Services Management Proposal**". Allow enough time for delivery before the due date.

Interested parties or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting a proposal. Failure to do so will be at your own risk, and he/she cannot secure relief on the plea of error. The SFA is not liable for any cost incurred by any respondent prior to signing of a contract by all parties. Either party without the written consent of the other cannot assign the contract.

TERM OF CONTRACT

The contract will be for a period of one year with the option for four additional one-year renewals.

CONSIDERATION OF PROPOSALS

The SFA may award a contract based upon the initial proposals received without discussion of such proposals. Accordingly, each initial proposal should be submitted with the most favorable price and service standpoint. The SFA reserves the right to reject any and all proposals received. In addition, the SFA reserves the right to waive any irregularities in proposals and to make all decisions in the best interest of the SFA. Lowest fee and/or best guarantees (subsidy or profit) will not be the sole criteria for awarding the contract.

BASIC FSMC REQUIREMENTS

The intent of this Request for Proposal is to provide food management services for the School Food Services Department at the SFA and to cooperatively plan and implement an efficient food services program. The following conditions must be met at a minimum and addressed in proposals.

The firm must be of sufficient size and expertise to furnish the resources needed to aid the SFA in managing the food services operations. The qualification data shall be submitted by each contractor along with the sealed proposal.

- Company must be registered with the New Jersey State Department of Agriculture, School Nutrition Programs for the 2017-18 school year.
- The demonstrated ability of the FSMC to successfully manage school food service programs within the regulations established by Federal, State and Department of Agriculture regulations. A complete list of all clients, including the student populations, grade levels and years of service by the FSMC, must be presented in the FSMC's response.
- Company should be aware the SFA strongly prefers the FSMC to have successfully worked in school food service in N.J. for five consecutive years with a minimum of five public school SFA's.
- The FSMC must have extensive involvement and experience in the school food services field in the areas of: *nutrition * menu planning * on-site production * quality control * employee supervision * staff management training * employee motivation * marketing * public relations.
- The FSMC must provide resident hourly and management personnel to manage and operate the food service program and to implement the cooperatively agreed upon objectives with the support of the FSMC staff.
- Staffing, salaries, and fringe benefits are to be recommended by the FSMC and approved by the SFA. The personnel employed by the FSMC are the sole responsibility of the FSMC, not employees of the SFA. Personnel issues would be managed by the FSMC with the FSMC assuming complete liability for all employment practices unless otherwise indicated in writing by the SFA.
- All proposals shall be valid and may not be withdrawn for sixty (60) days after submission.

OBJECTIVES OF THE SFA OF EDUCATION

The successful FSMC shall conduct the food service program in a manner which best fulfills the following objectives:

1. Provide reliable management continuity for the SFA's School Nutrition Programs. Deliver the services at the lowest possible cost without sacrificing quality.
2. Recommend management and operational strategies to contain the SFA's operating costs. The goal of the SFA is to operate the food service program at no cost to the SFA.
3. To provide an appealing and nutritionally-sound funded lunch and approved a la carte program for students as economically as possible. An important goal of the SFA is to maximize participation and control expenses.
4. To promote nutritional awareness whenever the food service can interface with the SFA's teaching programs, nutrition groups, or SFA Advisory Committees.
5. Maximize student interest and participation by seeking customer input, implementing menu variations and merchandising techniques, and by good communications with all interested groups.
6. Provide experienced staff support to focus on operational concerns.
7. Apply the best professional efforts to maintain the best possible morale of food service staff during a transition while keeping the costs of service economical.
8. Operate within the laws established by state and federal agencies that monitor and regulate food service management companies and the SFA as sponsors of the funded services.
9. Keep the SFA apprised of legislation that may impact the funded food services.
10. Make periodic recommendations regarding operational and/or equipment needs which the SFA may adopt, partially adopt, or abandon.
11. Cooperate with all community groups to enhance the public's perception of the SFA's food service program.
12. Work with SFA to maintain the Wellness Policy, Food Service Bio-Security Policy, and HACCP Plan.
13. Abide by all contract language required by the New Jersey School Nutrition Programs for the 2017-18 school year.

SPECIFICATIONS

The SFA participates in the National School Nutrition Program. USDA donated foods are available for use in the food service programs and it is the interest of the SFA that such items be tastefully included in the menus to the greatest extent possible.

Terms of the actual agreement with the successful FSMC will be developed through negotiation and shall be consistent with the rights reserved by the SFA as described in these specifications. **The contract shall include all required provisions contained in Article I of the Food Service Management Company Prototype Contract Language, School Year 2017-18 as approved by the NJ Department of Agriculture.** (*All type in italics is State and Federal Language*)

SFA AND FSMC RESPONSIBILITIES

A. CONTRACT DURATION / RENEWALS

- 1) *The contract is for a term not longer than one year in duration, beginning on September 1, 2017 and ending on June 30, 2018, unless earlier terminated by either party as provided herein. [7 CFR 210.16(d)].*
- 2) *The contract may be renewed annually by mutual written agreement of the SCHDIST (the “SFA”) and the Food Service Management Company (the “FSMC”), for up to four additional one-year periods [7 CFR 210.16(d)], subject to the following limitations:*
 - A. *Each renewal shall be awarded by resolution of the SFA upon a finding that the services are being performed in an effective and efficient manner;*
 - B. *The contract shall not be renewed or extended so that it runs for more than a total of five consecutive years;*
 - C. *Any price change included as part of a renewal shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or renewal, and shall not exceed the change in the Index Rate (as defined in Public Schools Contract Law, N.J.S.A. 18A:18A-1 et seq.) for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed; and*
 - D. *The terms and conditions of the contract shall remain substantially the same. [N.J.S.A. 18A:18A-42].*
- 3) *Each contract renewal is contingent upon the fulfillment by the FSMC of all provisions in the contract related to USDA donated foods [7 CFR 250.53(a) (12)].*

Each contract renewal is subject to the availability and appropriation annually of sufficient funds as may be required to meet the extended obligation, and if funds are not available, this shall grant the SFA the opportunity to cancel the contract pursuant to the termination provisions of the contract.

- 4) *Each contract renewal must use the current prototype addendum approved by the Division of Food and Nutrition in the New Jersey Department of Agriculture (the “State Agency”). Any change to the prototype addendum must be approved in writing by the State Agency before it is executed by either party. [7 CFR 210.16(a) (10) and N.J.S.A. 18A:18A-20].*

B. SCHOOL FOOD AUTHORITY RESPONSIBILITIES

- 1) *The SFA shall ensure that **the food service operation is in conformance** with the Agreement for School Nutrition Programs between the SFA and the State Agency (the “Program Agreement”) and shall monitor the food service operation through **periodic on-site visits**. [7 CFR 210.16(a) (2), (3)].*
- 2) *The SFA shall retain **control of the quality, extent and general nature of its food service, and the prices charged to the children for meals**. [7 CFR 210.16(a) (4)].*
- 3) *The SFA shall **retain signature authority** on the Program Agreement, the SFA’s Free and Reduced Price Policy Statement, and Claims for Reimbursement. [7 CFR 210.16(a) (5)].*
- 4) *The SFA shall ensure that all **federally donated foods** received by the SFA and made available to the FSMC accrue only to the benefit of the SFA’s nonprofit school food service and are fully utilized therein. [7 CFR 210.16(a) (6)].*
- 5) *The SFA shall maintain applicable **health certification** and assure that all State and local regulations are being met by the FSMC preparing or serving meals at a SFA facility. [7 CFR 210.16(a) (7)].*
- 6) *The SFA shall **establish an advisory board** composed of parents, teachers and students to assist in menu planning. [7 CFR 210.16(a) (8)].*
- 7) *The SFA shall retain control of the nonprofit school food service account and **overall financial responsibility** for the School Nutrition Programs, and shall make expenditures of nonprofit school food service revenues in accordance with the financial management system established by the State Agency. [7 CFR 210.14(a)].*
- 8) *The SFA **may apply** a geographic preference when **procuring unprocessed locally grown or locally raised agricultural products**. When utilizing the geographic preference to procure such products, the SFA making the purchase has the discretion to determine the local area to which the geographic preference option will be applied.*

For the purpose of applying the optional geographic procurement preference in this paragraph, “unprocessed locally grown or locally raised agricultural products” means only those agricultural products that retain their inherent character. The

effects of the following food handling and preservation techniques shall not be considered as changing an agricultural product into a product of a different kind or character: Cooling; refrigerating; freezing; size adjustment made by peeling, slicing, dicing, cutting, chopping, shucking, and grinding; forming ground products into patties without any additives or fillers; drying/dehydration; washing; packaging (such as placing eggs in cartons), vacuum packing and bagging (such as placing vegetables in bags or combining two or more types of vegetables or fruits in a single package); the addition of ascorbic acid or other preservatives to prevent oxidation of produce; butchering livestock and poultry; cleaning fish; and the pasteurization of milk. [7 CFR 210.21(g) (1) (2)].

Free and Reduced Meal Policy

1. The SFA is responsible for the written Free and Reduced Policy Statement to feed children who qualify for funded meals. The policy is on file in the SFA office. The SFA shall be responsible for the implementation of this policy. The FSMC will follow this policy.
2. The SFA will periodically review free and reduced price meal applications and provide the FSMC with current lists of those students eligible for funded meals.

Charge Meal Policy

The SFA is responsible to provide a written Policy on how the FSMC should handle children who wish to receive a meal, do not qualify for a funded meal, and do not have the money to pay for the meal that day.

Wellness Policy

The SFA will provide a Wellness Policy.

C. FOOD SERVICE OPERATION

- 1) *In the operation of the SFA's food service, the FSMC shall comply with the requirements of the Program Agreement, **the SFA's Free and Reduced Policy Statement** and with all applicable USDA program policies and regulations, including 7 CFR Parts 210, 220, 245, 250 and 3016 and applicable state and local laws. In order to operate an a la carte food service under The contract, the FSMC agrees to offer free, reduced price and full price reimbursable meals to all eligible children. [7 CFR 210.16(a)].*
- 2) **MENUS** The FSMC will **submit with the proposal a twenty-one (21) day cycle menu.**
The FSMC shall adhere to the 21-day cycle menu contained in the SFA's Request for Proposal for the first 21 days of meal service. Changes thereafter may be made with the approval of the SFA. [7 CFR 210.16(b) (1)].

The current meal and ala carte prices are provided in “General Information”- Pricing

- 3) *No payment shall be made for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the SFA for each food component specified in 7 CFR 210.10 (the School Lunch Pattern), or do not otherwise meet the requirements of the contract. [7 CFR 210.16(c) (3)].*
- 4) *The FSMC shall purchase, to the maximum extent possible, domestic commodities or products. “Domestic commodity or product” means an agricultural commodity that is produced in the United States, and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. [7 CFR 210.21(d)].*
- 5) *The FSMC shall not directly or indirectly restrict the sale or marketing of fluid milk (as described in 7 CFR 210.10(d)(4) at any time or in any place on school premises or at any school-sponsored event. [7 CFR 210.21(e)].*
- 6) *The FSMC shall comply with the nutrition standards for competitive foods in 7 CFR §§ 210.11 and 220.12, as amended, and the competitive food policy established by the State Agency and set forth in N.J.A.C. 2:36-1.11, which restricts items that may be served, sold or given away as a free promotion anywhere on the school campus at any time during the school day. [7 CFR 210.11].*

Advisory Board - FSMC shall coordinate convenient times that the Food Service Director and members of the SFA appointed advisory board can meet to offer suggestions to improve the food service program.

Nutrition Education and Wellness Policy

1. The FSMC will comply with the Wellness Policy passed by the SFA and participate in the committee meetings as requested by the SFA.
2. The FSMC shall promote the nutritional education aspects of the SFA’s food service program
3. The FSMC will work in partnership with the SFA administrative team to educate the students, parents, teachers, and community of nutritional efforts to work toward better health.
4. The FSMC will cooperate in the efforts of the SFA to coordinate these aspects with classroom instruction. The corporate Registered Dietitian will be available on an as needed basis.

D. HEALTH CERTIFICATION AND FACILITIES

The FSMC shall have State or local health certification for any facility outside the school in which it proposes to prepare meals and the FSMC shall maintain this health certification for the duration of the contract. [7 CFR 210.16(c)(2)].

FACILITIES / SFA

1. The SFA shall provide garbage bags and remove all garbage and trash from the SFA's property.
2. The SFA shall be responsible for painting and/or decorating within the kitchen and dining areas.
3. The SFA shall be responsible for periodic cleaning, waxing, and buffing of dining room and kitchen floors.
4. The SFA will maintain the walls, ceilings, windows, blinds, ducts and the hoods above the filter lines.
5. The SFA will provide daily cleaning of kitchen floors.
6. The SFA shall make available sanitary toilet facilities for the employees of the FSMC. The SFA will provide toilet paper, hand soap, and paper towels for all hand sinks.
7. See "Appendix I" for an overview of all cost responsibilities.

FACILITIES / FSMC

1. The FSMC shall place garbage in designated trash receptacles and the SFA shall remove garbage/trash from the dining room and kitchen areas.
2. The FSMC shall clean the kitchen area, including but not limited to the sinks, counters, tables, chairs, silverware and utensils.
3. The FSMC shall comply with all local and state sanitation requirements in the preparation of food.
4. The FSMC shall maintain safety programs for employees as required.
5. The FSMC will provide sanitation standards covering housekeeping, preparation, storage, employees, and equipment. The FSMC will also make adjustments to practices and operation of equipment as required.
6. The FSMC shall cooperate in any SFA recycling program that may be implemented. The SFA will be notified of any additional costs to implement such a program.
7. The FSMC will establish, implement, and maintain a HACCP program to meet the Division of Food Service and Nutrition Standards.

E. USDA DONATED FOODS

- 1) *All USDA donated foods received for use by the SFA for the school year and made available to the FSMC shall be used in the SFA's food service. [7 CFR 250.50(a)].*
- 2) *The FSMC shall perform the following activities related to USDA donated foods, and shall perform such activities in accordance with the applicable requirements in 7 CFR Part 250:*

- a. **Preparing and serving meals;**
- b. **Ordering or selection of donated foods in coordination with the SFA;**
- c. **Storage and inventory management of donated foods;**
- d. **Payment of processing fees or submittal of refund requests to a processor on behalf of the SFA, or remittance of refunds for the value of donated foods in processed end products to the SFA; and**
- e. **Procurement of processed end products on behalf of the SFA. [7 CFR 250.53(a) (4)].**

3) **The FSMC shall credit the SFA for the value of all USDA donated foods received for use in the SFA's meal service in the school year (including both entitlement and bonus foods), and including the value of donated foods contained in processed end products, if applicable. [7 CFR 250.53(a) (1)].**

***On the attached form in the RFP packet the FSMC will indicate how they shall perform such crediting **monthly** and maintain backup documentation to substantiate the credit by**

- **Frequency:** : at least monthly
- **By method:** e.g.; invoice reductions shown by separate line item; refunds; etc.]. [7 CFR 250.53(a) (2)].

If for the school year immediately preceding the beginning of the contract the SFA's food service was self-operating, the FSMC shall also credit the SFA for the value of all USDA donated foods in the SFA's inventory carried over from the preceding school year.

4) **In crediting the SFA for the value of USDA donated foods, the FSMC shall use the market value of donated foods as identified on the monthly allocation notice from the New Jersey Department of Agriculture Food Distribution Program (the "Distributing Agency") at the time the SFA receives the donated foods. In crediting for the value of donated foods contained in processed end products, the FSMC shall use the annual processing agreement value established in the Distributing Agency's State Processing Agreement. [7 CFR 250.53(a) (3)].**

5) **The FSMC will use all donated ground beef and ground pork products, and all processed end products, in the SFA's food service. [7 CFR 250.53(a) (5)]. The FSMC will use all other donated foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the SFA's food service. [7 CFR 250.53(a) (6)].**

6) **In the procurement of processed end products on behalf of the SFA, the FSMC will comply with the requirements of Subpart C of 7 CFR Part 250 and with the provisions of the Distributing Agency or SFA processing agreements, and will credit the SFA for the value of donated foods contained in such end products at the processing agreement value. The FSMC will not itself enter into the processing agreement with the processor. [7 CFR 250.53(a) (7), (8)].**

- 7) *The FSMC will comply with the storage and inventory requirements for USDA donated foods set forth in 7 CFR 250.14(b) and 250.52. [7 CFR 250.53(a) (9)]. The FSMC shall ensure that its system of inventory management does not result in the SFA being charged for USDA donated foods. [7 CFR 250.53(b)].*
- 8) *The FSMC shall maintain accurate and complete records with respect to the receipt, use/disposition, storage and inventory of all USDA donated foods. The FSMC will maintain records to document its compliance with the requirements relating to donated foods, in accordance with 7 CFR 250.54(b). [7 CFR 250.53(a) (11)].*
- 9) *The SFA, the Distributing Agency, the USDA, the Comptroller General, or their duly authorized representatives, may perform onsite reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods. [7 CFR 250.53(a) (10)].*
- 10) *Upon termination of The contract, the FSMC shall return all unused donated ground beef, donated ground pork and processed end products, including those that may be stored off the SFA's premises, and shall also return all other unused donated foods that may be stored on or off the SFA's premises. [7 CFR 250.52(c)].*
- 11) *The SFA must ensure that the FSMC is in compliance with the requirements of 7 CFR 250 through its monitoring of the food service operation and shall conduct a reconciliation at least annually, and upon termination of The contract, to ensure that the FSMC has credited it for the value of all donated foods received for use in the SFA's food service in the school year, including the value of donated foods contained in processed end products. [7 CFR 250.54(c)].*
- 12) *The FSMC must comply with the Food Distribution Agreement for Distribution and Use of USDA Foods found in SNEARS on the NJDA website. [7 CFR 250 et. seq.].*

F. PROCUREMENT

FSMC IS DESIGNATED BY SFA AS AN AGENT TO THE SFA FOR FOOD SERVICE PURCHASING

1. The FSMC shall act as the purchasing agent for the SFA. The SFA is a tax exempt entity who designates the FSMC as its sole and exclusive agent to purchase all items used by the food service program.
2. The SFA assumes ownership immediately of such goods when delivered in the schools.
3. The FSMC pays each vendor as part of the accounting service.

PURCHASE SPECIFICATIONS

The FSMC shall be responsible for purchasing standards and specifications to bring about the best quality and price for the SFA's food service program. The grade, purchase unit, style, weight, ingredients, formulation, etc., as agreed by the SFA shall be complied with by the FSMC. **The minimum procurement specifications are:**

Dairy Products	Grade A	Meat	USDA Inspected
Fish	U.S. Govt. Inspected	Poultry	USDA Inspected
Canned Fruit & Vegetables	U.S. Grade A Choice	Fresh Fruit & Vegetables	
U.S. No. 1 Grade	Frozen Fruits & Vegetables	Highest Quality	

1. The FSMC shall purchase all food and non-food commodities at the lowest price possible, consistent with maintaining quality standards.
2. The FSMC will charge the SFA the net price on vendor's invoices, the amount due after vendor discounts that may apply.
3. The FSMC shall honor existing contracts if advantageous to the SFA.

PURCHASE OF FRESH MILK

- 1) *For all purchases of fresh milk for the SFA, the FSMC shall purchase an amount of **fresh milk from New Jersey producers** at least equal to the amount of fresh milk proposed to be furnished to the SFA, in accordance with N.J.S.A. 18A:18A-6 and N.J.A.C. 2:55-1.1 et seq.*
- 2) *Should the FSMC choose to purchase fresh milk for the SFA through a vendor, the FSMC shall require each vendor to agree in writing to purchase an amount of fresh milk from New Jersey producers at least equal to the amount of fresh milk proposed to be furnished to the SFA, in accordance with N.J.S.A. 18A:18A-6 and N.J.A.C. 2:55-1.1 et seq. The FSMC shall provide copies of any such agreements to the SFA for filing with the New Jersey Department of Agriculture, Division of Markets, PO Box 330, Trenton, NJ 08625-0330.*
- 3) *The FSMC shall be responsible for ensuring that all fresh milk purchases are made in conformance with N.J.S.A. 18A:18A-6 and N.J.A.C. 2:55-1.1 et seq.*
- 4) *The SFA shall file a copy of this agreement along with a copy of any vendor agreements received from the FSMC in accordance with N.J.S.A. 18A:18A-6 and N.J.A.C. 2:55-1.1 et seq.*

ENVIRONMENTAL PROTECTION / ENERGY CONSERVATION

- 1) *In the performance of the contract, the FSMC shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40CFR Part 15). [7 CFR 3016.36(i) (12)].*
- 2) *The FSMC shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act. [7 CFR 3016.36(i) (13)].*

G. EMPLOYEES

The FSMC shall describe their personnel management philosophy, particularly regarding the resident managers and their relationships to existing staff.

FSMC - FOOD SERVICE PERSONNEL

1. All existing food service personnel shall have the right of first refusal on their positions by the FSMC.
2. FSMC may recommend hours and number of positions at each school location in order to meet national standards in food service for meals served per labor hours planned for operations.
3. The SFA requires that a full time Food Service Director be on site.
4. **General Information Appendix Labor** -will contain specific information regarding food service personnel that may be required. It will list by school building the current hours, rates of pay of the current employees. If any employees are to continue to be employed by the SFA the cost to be budgeted for these persons will be included in the General Information as well.
5. The FSMC shall have the sole responsibility to compensate its employees, including applicable taxes, insurance's, and worker's compensation and shall be solely responsible for any losses incurred by the SFA, resulting from dishonest, fraudulent or negligent acts on the part of its employees or agents. All food service employees shall comply with all rules of the SFA, Local and County Health Departments and New Jersey Department of Health.
6. All personnel issues, concerns, or employment practices litigation associated with FSMC personnel are the sole responsibility of the FSMC, not the SFA. Any costs or expenses associated with the FSMC personnel, or their actions, would be paid by the FSMC. FSMC personnel are not agents or representatives of the SFA, and the FSMC shall be responsible for errors, omissions, and payment claims made the FSMC personnel.
7. The FSMC shall maintain its own personnel policies and fringe benefits for its employees, subject to review by the SFA.
8. The FSMC shall supply with this proposal a description of the proposed benefit package
9. The FSMC shall comply with the criminal background checks/fingerprints regulations required by law for all new hires, Chapter 116, P.L. 1986.
10. The SFA may require in writing the removal of an employee of the FSMC who violates health requirement or conducts himself/herself in a manner that is detrimental to the physical, mental or moral well-being of students. The FSMC shall adhere to state regulations in screening prospective employees.
11. In the event of the removal or suspension of any such employee, the FSMC shall immediately restructure its staff without disruption in service.
12. All food service personnel assigned to each school shall be instructed on the use of all emergency valve, switches, and fire and safety devices in the kitchen and cafeteria areas.
13. The use of student workers or students enrolled in the SFA is prohibited without prior SFA approval.

H. PROFESSIONAL STANDARDS

- 1) *The FSMC shall provide to the SFA upon request documentation showing the annual training hours and topics completed by each of its employees in order to comply with the School Nutrition Program continuing education and training standards requirements. At a minimum:*
 - a) *All program directors shall complete twelve (12) hours of continuing education and training each year;*
 - a) *All managers shall complete ten (10) hours of continuing education and training each year;*
 - b) *All staff that works an average of at least twenty (20) hours per week shall complete six (6) hours of continuing education and training each year; and*
 - c) *All staff that works less than twenty (20) hours per week shall complete four (4) hours of continuing education and training each year. [7 CFR 210.30]*
- 2) *The FSMC shall also ensure that all new School Nutrition Program Directors hired on or after July 1, 2015 have met the minimum education requirements based upon the size of the student enrollment as follows: 2,499 students or less; 2,500-9,999 students; and 10,000 or more students.*

I. EQUAL EMPLOYMENT / AFFIRMATIVE ACTION

During the performance of the contract, the FSMC agrees as follows [N.J.S.A. 18A:18A-4.4d; N.J.A.C. 17:27-3.5; 3.7]:

- 1) *It will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the FSMC will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that all employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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. The FSMC agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the SFA Compliance Officer setting forth provisions of this nondiscrimination clause.*
- 2) *It will in all solicitations or advertisements for employees placed by or on behalf of the FSMC, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.*

- 3) *It will send to each labor union with which it has a collective bargaining agreement, a notice to be provided by the SFA contracting officer, advising the labor union of the FSMC's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*
- 4) *It will comply with any regulations promulgated by the State Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time, and the Americans with Disabilities Act. This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public and State and local governments, except public transportation services.*
- 5) *It will make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2 and 7 CFR 3016.36 or 7 CFR 3019.44, as applicable.*
- 6) *It will inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.*
- 7) *It will revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.*
- 8) *In conforming with the targeted employment goals, it will review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey and applicable federal law and applicable federal court decisions.*
- 9) *Prior to executing the contract, the FSMC submitted to the SFA*
****[insert one of the following with this RFP].**
 - *a Letter of Federal Affirmative Action Plan Approval*
 - *a Certificate of Employee Information Report*
 - *an Employee Information Report Form AA302*
- 10) *It will furnish such reports or other documents to the New Jersey Department of Treasury, Division of Purchase & Property, Contract Compliance Audit Unit, EEO Monitoring Program, as may be requested by the office from time to time in order to carry out the purposes of the regulations, and the SFA shall furnish such information as may be requested by the Division of Purchase & Property, Contract Compliance Audit Unit, EEO Monitoring Program for conducting a compliance investigation pursuant to subchapter 10 of the Administrative Code at N.J.A.C. 17:27.*

11) *It will comply with all applicable federal Equal Employment Opportunity standards and orders under 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor and Executive Order 11246, as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity.*

J. CIVIL RIGHTS ASSURANCE

The FSMC hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), the Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the FSMC receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

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

K. WORK HOURS/WORKPLACE

- 1) *The FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.327-330) as supplemented by U.S. Department of Labor regulations (29 CFR Part 5). [7 CFR 3016.36(i) (6)].*
- 2) *Drug-free Workplace Statement. The FSMC agrees to provide a drug-free workplace for their employees and comply with the provisions and regulations of the Drug Free Workplace Act of 1988 (41 U.S.C. 701 et seq., as amended) and applicable state laws and regulations [7 CFR 3021]. Failure to abide by these requirements may subject the SFA and/or FSMC to the penalties described in 7 CFR 3021.510.*

L. INVENTORY AND STORAGE

1. **Ownership of beginning and ending inventories of food and supplies shall remain with the SFA.**
2. Ownership of all USDA donated foods shall also remain with the SFA as required by regulations.
3. The FSMC will request, receive and inspect foods delivered by vendors and forward a list of bills in accordance with regulations.
4. The FSMC and the SFA shall inventory the equipment and foods owned by the SFA at the beginning of the contract year, including but not limited to flatware, trays, chinaware, glassware, kitchen utensils, cleaning, supplies, and food. At the termination of the contract, both the FSMC and the SFA shall inventory the equipment and foods to reconcile the differences in quantities and values pursuant to this RFP.

M. REBATES, DISCOUNTS AND CREDITS

1) *The FSMC shall charge the SFA only for costs that are actual and allowable, net of all discounts, rebates and other applicable credits accruing to or received by the FSMC, to the extent those credits are allocable to the allowable portion of the costs billed to the SFA. The FSMC's determination of allowable costs shall be made in compliance with the applicable USDA and Child Nutrition Program regulations and Office of Management and Budget Cost Circulars. [7 CFR 210.21(f) (1) (i) and (iii)].*

****[On the attached form in the RFP packet the FSMC will indicate EITHER A OR B Method for costs.]**

A. *The FSMC will separately identify on its billing documents, for each cost submitted for payment, the amount that is allowable and the amount that is unallowable. [7 CFR 210.21(f)(1) (ii)(A)].*

OR

B. *The FSMC will exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and that records have been established that maintain visibility of unallowable costs, including directly associated costs, in a manner suitable for contract cost determination and verification. [7 CFR 210.21(f)(1) (ii)(B)].*

2) *The FSMC shall identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the SFA for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit.*

****[On the attached form in the RFP packet the FSMC will indicate the frequency to apply discounts, rebates, and credits: *may not be less frequent than monthly.*] 7 CFR 210.21(f) (2).**

3) *The FSMC shall identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract, that are not reported prior to the conclusion of the contract. [7 CFR 210.21(f) (1)(v)].*

****[On the attached form in the RFP packet the FSMC will describe the specific method of reporting discounts, rebates, and credits.]**

4) *The FSMC shall maintain documentation of costs and discounts, rebates and other applicable credits, and shall furnish such documentation upon request to the SFA, State Agency or USDA. [7 CFR 210.21(f)(1)(vi)].*

5) *No expenditure shall be made from the nonprofit school food service account that permits or results in the FSMC's receiving payments in excess of its actual, net allowable costs. [7 CFR 210.21(f) (2)].*

N. EQUIPMENT, REPAIRS, AND USE OF FACILITIES,

EQUIPMENT - SFA

1. The SFA shall be responsible for any losses that may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC.
2. The SFA will provide a physical inventory of supplies and equipment available for use by the FSMC.
3. The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA premises.
4. The SFA shall furnish and install any equipment or make any structural changes needed to comply with Federal, State and local laws. It is the goal of the SFA to recover associated costs from the cafeteria operation to every extent feasible.
5. The value of new and replaced equipment shall be acquisitioned and shall be amortized by the SFA.
6. All food preparation and serving equipment owned by SFA shall remain on the premises of the SFA. The SFA will provide exterminating services.

EQUIPMENT - FSMC

1. The FSMC shall replace expendable equipment upon mutual agreement between SFA and the FSMC.
2. The FSMC shall notify the SFA of any equipment belonging to the FSMC on SFA premises within (10) days of its placement on the SFA premises.

3. The FSMC will recommend to the SFA the purchase of new or replacement equipment as needed on a priority basis.
4. The FSMC will account for all equipment and protect it from pilferage or destruction.
5. The FSMC shall operate and care for all equipment and food service areas (floors, walls, window, lights, bathrooms excepted) in a clean, safe and healthy condition in accordance with standards acceptable to the SFA and comply with all applicable laws, ordinance, regulations and rules of Federal, State and local authorities.

REPAIRS - SFA

1. The SFA shall be responsible for repairs to all permanent fixtures such as faucets, lights, sewers, air conditioning, heating and all other electrical work.
2. The SFA is also responsible for repairs of the food equipment.

REPAIRS - FSMC

1. Maintaining the facilities in a good state of repair.
2. The FSMC will be responsible for advising SFA of any needed repairs or replacements of any equipment not operating properly.

TELEPHONE SERVICE/NO PERSONAL CALLS

1. The SFA shall provide local and long distance telephone service for business calls and a line for the computer access to the internet.
2. The FSMC shall use telephones strictly for cafeteria business exclusively. No employee of the SFA or FSMC shall use the SFA's telephone for personal calls.

USE OF FACILITIES - SFA

1. The SFA shall furnish at its expense, space, light, heat, power, hot and cold water and other utilities as are necessary for the operation of the food services.
2. The SFA shall make available without cost to the FSMC, areas of the premises agreeable to both parties in which the FSMC shall render its services; such area or areas reasonable necessary for providing efficient food service.
3. The SFA may request of the FSMC, additional food services such as special functions/catering. The SFA reserves the right, at its sole discretion, to sell or dispense any food or beverage that meets state nutrition standards before or after the SFA's regularly scheduled lunch or breakfast periods, provided such use does not interfere with the operations of the school Lunch and/or Breakfast and/or Special Milk Programs and/or Smart Snacks Standards.
4. If the SFA approves the use of the facilities for extracurricular activities before or after the SFA's regularly scheduled meal periods, the SFA shall return facilities and equipment to the FSMC in the same condition as received, normal wear and tear accepted. An employee of the FSMC may be present during such extracurricular activities if requested by the SFA.
5. The SFA shall have unlimited access to all areas used by the FSMC for inspections and audits.

RENTAL OF FACILITIES FOR COMMUNITY USE

The SFA retains the right to rent or donate food service facilities during non-school hours or weekends, provided that such activity does not interfere with the normal food service operation. When such functions take place, the SFA may require that a member (s) of the food service staff designated by the resident manager be on duty to assure the safe use of SFA-owned equipment and/or to provide access to the facilities.

VALUE-ADDED INCENTIVES

The SFA instructs the FSMC not to include in the RFP any equipment purchases, or incentives such as s scholarships or “free” equipment to entice the SFA to select its proposal.

O) RECORDS, REPORTING SYSTEMS, AND FINANCIAL ACCOUNTING

RECORDS

- 1) *The FSMC shall **maintain such records as the SFA will need to support its claim for reimbursement**, shall report claim information to the SFA promptly at the **end of each calendar month**, at a minimum, and shall make such records available to the SFA upon request. [7 CFR 210.16(c) (1)].*
- 2) *The FSMC shall grant the SFA, the New Jersey Department of Education, the New Jersey Department of Agriculture, the United States Department of Agriculture, the Comptroller General of the United States and its State counterparts, or any of their duly authorized representatives, **access to any books, documents, papers and records** of the FSMC which are directly pertinent to The contract, for the **purpose of making audit**, examination, excerpts and transcriptions. [7 CFR 3016.36(i) (10)].*
- 3) *The FSMC shall retain all records required or necessary under The contract for a **period of three years from the date of final payment** hereunder; except that if any audit findings have not been resolved, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit. [7 CFR 210.23(c) and 3016.36(i) (11)].*
- 4) *The FSMC shall **maintain all documentation related to products, transactions or services under the contract for a period of five years from the date of final payment**. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. [N.J.A.C. 17:44-2.2(b)].*

The SFA shall retain control of the nonprofit school food service account and overall financial responsibility for the School Nutrition Programs, and shall make expenditures of nonprofit school food service revenues in accordance with the financial management system established by the State Agency. [7 CFR 210.14(a)].

The FSMC shall assume accountability and responsibility for:

- Bookkeeping and recording functions, including State and Federal reimbursements.
- Monthly Profit and Loss Statement.
- Annual budgeting.
- Cost and inventory controls.
- Organization and preparation of records for annual audit by SFA.

Preparation & Due Dates for Reimbursement and Reports

The FSMC will provide computer software to complete the record keeping required. Describe software and its use in this RFP. Include samples of printouts. The use of this software is limited to the term of the contract with the SFA. Use beyond this term would constitute a violation of this agreement. Annual software maintenance is an allowable expense of the food service budget.

Point-of-Sale computer equipment and software is purchased and owned by the SFA.

DEPOSITING OF FUNDS

All revenue received as a result of payments by children and adults, federal and state reimbursements and all other income from sources including but not limited to donations, rebates, banquets, grants and loans must be under the control of the SFA and shall be deposited in the SFA's food service account.

EXPENDITURES

1. All claims submitted by the FSMC must include a detailed description of the goods, supplies, services or other items being submitted for reimbursement.
2. FSMC shall request, receive, and verify for payment food and supplies used in conjunction with the food service program.

PAYMENT TO FSMC by the SFA

The SFA shall make payment within seven (7) days after the submission of an invoice. The SFA holds all cash and reimbursement income. Weekly payment is necessary in order for the FSMC to have cash flow to cover payroll and pay vendors in a manner that will offer the SFA the best pricing on products.

MONTHLY REIMBURSEMENT CLAIMS

1. The SFA will supply the information on Enrollment, Average Daily Attendance, and accurate current list of Free and Reduced Students eligible for each school on a timely basis so all associated record keeping can be accurate and completed within due dates.

2. FSMC shall prepare information necessary for school food service claims for reimbursement from State and Federal agencies and maintain such records. At the end of each month the numbers of meals to be claimed will be submitted by the FSMC representative on or before the 10th of the month. The FSMC representative will supply the SFA representative with meal totals and edit check information. The SFA will supply their representative who can certify these numbers to assure accurate and efficient submission.
3. The FSMC is responsible to provide an authorized submitter and the SFA is responsible to provide and authorized certifier.

MONTHLY FINANCIAL STATEMENT

1. The FSMC will provide monthly and other reports to the SFA, which describes operating costs and related statistical information. The FSMC shall submit to the SFA an operating profit and loss statement.
2. **Any surplus revenues existing after deduction of approved cost of operations**, including the FSMC fees, from verified food service receipts, all Federal and State reimbursement, and the SFA's net inventory **accrue to the benefit of the SFA.**
3. The FSMC shall maintain such records (supported by invoices, receipts or other evidence) as the SFA will need to meet monthly reporting responsibilities and shall submit monthly operating statements in a format approved by the SFA no later than the 20th calendar day succeeding the month in which services were rendered.

ANNUAL PREPARATION FOR DISTRICT AUDITOR

1. The FSMC shall provide the SFA with a year-end statement-summarizing program expenses and meal statistics.
2. All food service records for the year must be delivered to the SFA at the end of the school year for audit review.
3. The FSMC must operate in conformance with AICPA statement of Auditing Standards SOC 1 Report. This service audit is to be conducted at the FSMC's expense by an independent auditor, and a copy of the findings submitted to the SFA.
4. The FSMC, at its own expense, shall comply with AICPA Standards of Auditing Standards SOC 1 Report in accordance with regulations.

SOC 1 REPORT

*The FSMC shall have an annual service audit of the **FSMC's internal controls** performed by an **independent audit firm** engaged by the FSMC. The service audit shall be as prescribed in A.I.C.P.A. Statement on Standards for Attestation Engagements (SSAE) No. 16. The FSMC shall provide the SFA with a Service Organization Control (SOC) 1 Type 2 Report in conformity with SSAE No. 16 to enable the SFA to meet its annual audit obligation under New Jersey Department of the Treasury Circular No. 04-04-OMB. [7 CFR 3016.26; 7 CFR 3052.210(f); N.J.S.A. 18A:23-1].*

The SFA shall assume accountability and responsibility for:

1. SFA shall designate by name and title the employee whose responsibility shall be to supervise and audit all financially related operations of the FSMC pertinent to the SFA.
2. The SFA, at its own expense, shall audit the FSMC's operations at the SFA periodically and at the year-end audit.

P) INSURANCE

FSMC shall maintain as a minimum the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the State of New Jersey. Companies should be rated "A" or better by A.M. Best. All policies shall be written on an occurrence form. A certificate of insurance indicating these amounts must be submitted as part of this proposal.

1. COMPREHENSIVE GENERAL LIABILITY - includes coverage for:

- 1 - Premises - Operations
- 2 - Products/Completed Operations
- 3 - Contractual Insurance
- 4 - Broad Form Property Damage
- 5 - Independent Contractors
- 6 - Personal Injury
- 7 - Employment Practices Liability

\$1,000,000 Each Occurrence

2. AUTOMOBILE LIABILITY

1,000,000 Each Accident

3. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY

1. Worker's Compensation - Statutory
2. Employer's Liability - \$1,000,000

4. UMBRELLA POLICY

An umbrella policy will be carried by the FSMC for an additional \$9,000,000 to increase the total coverage to \$10,000,000 to protect the SFA

4. The SFA shall be named an additional insured on all required insurance policies.
5. The contract of insurance shall provide for notice to the SFA of cancellation of insurance policies thirty (30) days before such cancellation to take effect.

6. A Certificate of Insurance of FSMC's insurance coverage shall be furnished to the SFA as part of this response.

Q) TERM AND TERMINATION

1) BREACH BY FSMC / REMEDIES, SANCTIONS

In the event of the FSMC's nonperformance under the contract and/or its violation or breach of the contract terms, the SFA shall have the right to pursue all administrative, contractual, and legal remedies against the FSMC and shall have the right to seek all sanctions and penalties as may be appropriate. [7 CFR 3016.36(i) (1)].

2) TERMINATION

- 1) *The SFA or the FSMC may cancel the contract for cause by giving 60 days' written notification. [7 CFR 210.16(d)].*
- 2) *The SFA may terminate the contract at any time by giving 60 days' written notification to the FSMC setting forth the reason for and the effective date of termination. Upon such termination, the SFA and the FSMC shall make settlement of all amounts due hereunder as follows: in the contract the FSMC will insert description of all applicable payment terms. [7 CFR 3016.36(i) (2)].*

R) TRANSITION

The FSMC shall submit a proposed transition plan that shall indicate the activities, procedures, and potential time frames to implement the FSMC's services.

S) REQUIRED DOCUMENTS WITH PROPOSAL WITH PROJECTED ANNUAL OPERATING STATEMENT

- 1) RFP CHECKLIST
- 2) Form 23 – PROJECTED ANNUAL OPERATING STATEMENT
- 3) Copy of Letter confirming Approval of the FSMC Contract for 2017-18 from the NJ Department of Agriculture.
- 4) CERTIFICATE OF INSURANCE -A Certificate of Insurance of FSMC's insurance coverage
- 5) AFFIRMATIVE ACTION FORM
Copy must be included with the proposal.
- 6) FSMC EXPLANATION OF PROCUREMENT – REBATES, DISCOUNTS, & CREDITS

T) CONDITIONS & REQUIREMENTS

GENERAL CONDITIONS

1. All proposals shall be valid and may not be withdrawn for sixty (60) days after submission. The FSMC must clearly outline the proposed financial arrangements in the response, including any conditions that may affect the financial representations made in the proposal.
2. The FSMC will comply with all specific and general conditions outlined in these specifications, which are in all respects made a part of this Request for Proposal.
3. **FSMC MUST use current reimbursement rates supplied by the SFA in their proposed budget.**
4. The FSMC must examine kitchens, cafeterias, receiving and storage areas where services are to be provided.
5. FSMC shall provide service for SFA functions when requested. No such special services may be provided to any sponsor without prior approval from the SFA.
6. No alterations, changes or improvements shall be made to the areas granted to the FSMC without obtaining prior written permission of the SFA with the final decision as to alterations, changes or improvements reserved solely for the SFA.

LEGAL REQUIREMENTS

Any proposals submitted shall be in accordance with the laws of the State of New Jersey, regulations and Standards of the New Jersey State Departments of Agriculture and Education, and shall conform to the standards of the United States Department of Agriculture.

SUBMISSION OF PROPOSALS REQUIRED FORMS/RESPONSES

1. The FSMC must complete and submit all required forms provided by the SFA. Respondent's failure to complete these requirements may nullify the proposal submitted.
2. Clarification of interpretation must be made to the SFA prior to submission of a proposal.

REQUIRED DOCUMENTS with Contract IF APPROVED

If the FSMC is approved by the SFA to provide food service management, the following documents must be submitted with the base contract.

➤ NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

- 1) *Prior to the time a contract, purchase order or other contracting document is awarded or authorized, the FSMC provided the SFA, for itself or any other named subcontractor, with a current Business Registration Certificate issued by the New*

Jersey Department of Treasury, Division of Revenue or, at the option of the SFA, with sufficient information for the SFA to verify proof of business registration of the FSMC through a computerized system maintained by the State of New Jersey.

- 2) *The FSMC shall provide written notice to its subcontractors, if any, of the responsibility to submit proof of business registration to the FSMC. The FSMC shall not enter into a contract with a subcontractor unless the subcontractor first provides the FSMC with proof of a valid business registration. The FSMC shall maintain and submit to the SFA a list of any subcontractors, and their addresses that may be updated from time to time during the course of the contract. Before final payment on The contract is made by the SFA, the FSMC shall submit a complete and accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, [N.J.S.A. 52:32-44(1)(c) and (d)].or shall attest that no subcontractors were used.*
- 3) *For the term of the contract, the FSMC, the subcontractor, if any, and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, P.L.1966, c.30 (C.52:32B-1 et seq.) on all sales of tangible personal property delivered into New Jersey. [N.J.S.A. 52:32-44(g)].*

➤ **POLITICAL CONTRIBUTIONS**

- 1) **ANNUAL REPORTING** (“CHAPTER 271, Section 3” Reporting). *The FSMC is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A.19:44A-20.27 (L. 2005, c. 271, §3 as amended) if in a calendar year the FSMC receives one or more contracts valued at \$50,000.00 or more. It is the FSMC’s responsibility to determine if filing is necessary. Failure to file can result in the imposition of penalties by ELEC.*
- 2) **POLITICAL CONTRIBUTION DISCLOSURE.** *During the term of the contract, the FSMC and any person or business entity having an interest in the FSMC, shall not make any contribution reportable under N.J.S.A. 19:44A-1 et seq. to any member of the board of education of the SFA. [N.J.A.C. 6A:23A-6.3]. Included in its response to the SFA’s Request for Proposal, the FSMC signed and submitted a Political Contribution Disclosure Form listing the information set forth in N.J.S.A. 19:44A-20.26. [N.J.A.C. 6A:23A-6.3].*

➤ **DEBARMENT/SUSPENSION CERTIFICATE**

- 1) *Included in its response to the SFA’s Invitation to Bid or Request for Proposal, the FSMC signed and submitted a Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. [7 CFR 3017.300]*

- 2) *The FSMC shall provide immediate written notice to the SFA if it learns that its certification was erroneous when submitted or has become erroneous due to changed circumstances. A false certification can be grounds for suspension of payments, suspension or termination of the award or suspension or debarment [7 CFR 3017.630]*

➤ **CERTIFICATE OF INDEPENDENT PRICE DETERMINATION/FSMC WARRANTY**

- 1) *Prior to entering into the contract, the SFA and the FSMC executed a Certificate of Independent Price Determination, certifying that the prices in the offer have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.*
- 2) *The Certificate of Independent Price Determination shall be kept on file with the signed contract at the SFA.*

➤ **CERTIFICATION REGARDING LOBBYING**

- 1) *Included in its response to the SFA's Request for Proposal, the FSMC signed and submitted a Certification Regarding Lobbying and, if applicable, a Standard Form LLL – Disclosure of Lobbying Activities.*
- 2) *During the term of The contract the FSMC, shall file with the SFA a Standard Form LLL – Disclosure of Lobbying Activities at the end of each calendar quarter in which any event occurs that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the FSMC. [7 CFR 3018.110].*

➤ **STATEMENT OF OWNERSHIP INTEREST**

Included in its response to the SFA's Request for Proposal, the FSMC submitted a statement setting forth the names and addresses of all stockholders and partners owning 10% or greater interest in the FSMC, as set forth in N.J.S.A. 52:25-24.2. [N.J.S.A. 18A:18A-4.4d]. The SFA will review this Statement to verify its consistency with the Political Disclosure form required under the contract in paragraph Q.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Included in its response to the SFA's Request for Proposal and before entering into contract or renewal, the FSMC signed and submitted a Disclosure of Investment Activities in Iran, pursuant to N.J.S.A. 18A:18A-49.4, which requires the SFA to implement and comply with the provisions of P.L. 2012, c. 25 (N.J.S.A. 52-32-55, et. seq.). P.L. 2012, c. 25 requires all bidders to complete a certification that attests that neither the bidder, nor any of its parents, subsidiaries and/or affiliates is listed on the list developed by the New Jersey Department of Treasury's List of Persons or Entities

Engaging in Prohibited Investment Activities in Iran, pursuant to section 3 of P.L.2012, c. 25 (N.J.S.A. 52:32-57).

➤ **CONSTRUCTION AND EFFECT**

*The SFA and the FSMC agree that Article I of The contract is intended to comply with applicable federal and State **procurement** and USDA program requirements. In the event that any provision contained in Article I should conflict with any other provision contained in the contract or any attachment to the contract, the provisions of Article I shall control.*

APPENDIX I
Required Components of RFP
CHECKLIST

Required Components of RFP
APPENDIX I 2017-18

We, the undersigned, agree to operate the food service management program as described in the quote specifications for the 2017-18 school year.

This proposal is subject to all the attached terms, conditions, and specifications and we hereby agree to enter into a FOOD MANAGEMENT SERVICE COMPANY CONTRACT with the SFA SUBSEQUENT TO THE AWARD OF THE QUOTE. The proposal book will be indexed and arranged in the following order with the required information.

1) Executive Summary

- Cover letter stating the intentions of the FSMC proposal.

2) Financial Information

- Projected Annual Operating Statement (Form 23 attached). Current district reimbursement rates are used.
- If guarantee is included, describe limits and conditions that would affect guarantee.
- We have made a physical inspection of all school facilities and have found all facilities and equipment to be satisfactory. If facility not found to be satisfactory, please attach a written explanation and recommendation.
- Transition Plan to take SFA from current program to FSMC's program.
- Any Equipment and/or facilities recommendations and costs.

3) Company Profile & District Support

- Location of Food Service Company's office from which the account will be supervised
- An organizational chart showing the depth, extent, scope and availability of support personnel including the amount of personnel representation, visitation and coverage by Field Supervisors and other support personnel.
- Description of FSMC's support personnel including a summary of their backgrounds

4) Client List

- Client references list of present SFA's served by the contractor in the State of New Jersey. (Client list indicating name, address, telephone number, and contact person.) District strongly prefers the company to have a minimum of five N.J. public school SFA's, and have worked in school food service in N.J. for five consecutive years, with the proven successful ability to manage food service programs within the regulations established by the Federal and New Jersey Bureau of Funded Child Nutrition Program.
- Provide examples of scope of experience in school food service management

Management Company: _____

5) Staff Management & Development

- A staffing schedule planned for each school, to include job titles, number of hours for each, and rate per hour or salary.
- Supervisors or bookkeepers should also be included.
- Full-time Food Service Manager
- Description of fringe benefits offered to employees.
- Description of employee training program and implementation of Required Professional Standards.
- FSMC agrees to discharge or transfer any employee at the request of the SFA. The vacancy is to be filled without interruption of service. Description of how Chapter 116 P.L. 1986, background check, will be implemented.

6) Menu Development

- A sample twenty-one day menu cycle that must be implemented if the proposal is accepted
- Schedule of all selling prices for reimbursable meals and a la Carte.
- Policy regarding meals or refreshments at special school functions such as after-school meetings, faculty dinners, evening parties, athletic programs, etc.
- Describe purchasing practices and quality standards.

7) Marketing & Merchandising

- Description of merchandising and promotional programs and plans.

8) Wellness & Nutrition Education

- Description Definition of FSMC Nutrition Programs
- Implementation of the SFA's Wellness Policy
- List FSMC Registered Dietitian who will work with SFA.
- Describe the role of the FSMC with the District Wellness Committee

9) Communication & Customer Service

- Details pertaining to FSMC's communication to the students, parents, faculty, administration, and the community.

10) FSMC Standards & Procedures

- Description of comprehensive food handling, equipment, and sanitation programs.
- Brief description of HACCP and bio-security programs.

Management Company: _____

11) Accounting

- Demonstrate the ability of FSMC to comply with state and federal requirements regarding accounting and reporting.
- Evidence of sound food service accounting, control and inventory systems.
- Description of on-site computerized record keeping system. Include samples of printouts.
- Describe experience with Point of Sale Systems and any recommendations for SFA.

12) Required Proposal Documents

- Completed - Required components of Appendix I Form
- Company must be registered and have an approved core contract on file with N.J. State Dept. of Agriculture for fiscal year 2017-18. Include letter or present letter for 2017-18 upon approval.
- Affirmative Action Acknowledgement (Form attached) plus one of below approvals:
 - Evidence of Federal approval, OR
 - N.J. Certificate of Employer Information Report Approval, OR
 - Completed Employee Information Report (Form AA302-form)
- Business Entity Disclosure Certification (Form attached).

- New Jersey Business Registration with the Dept. of Treasury. Please supply of a copy of your Business Registration Certificate.
- Political Contribution Disclosure Form
- Describe how the FSMC will identify and report rebates, discounts, and credits that will be applied back to the SFA. What will be the frequency of the reporting of these discounts, rebates or credits? Explain position of FSMC on 7CFR 210.21(i-vi) Procurement- Rebates, Discounts, and Credits (Form Attached)
- Insurance coverage for product and personal liability. Please supply a copy of Certificate of Insurance with 10,000,000 coverage.

Management Company: _____

Authorized Signature & Title:

Date: _____

**REQUIRED FIRST PAGE
RESPONSE**

PROPOSED ANNUAL OPERATING STATEMENT

with
Required Components of
Administrative / Management Fee

Please submit using NJ Department of Agriculture's Form #23

APPENDIX II
REQUIRED QUOTATION FORMS

AFFIRMATIVE ACTION ACKNOWLEDGEMENT

Contractor acknowledges that his firm is an Affirmative Action Employer and certifies compliance with all requirements:

_____ NAME OF FIRM

_____ SIGNATURE

_____ TITLE

_____ ADDRESS OF
FIRM

_____ DATE

ALL COMPANIES MUST SUBMIT THIS FORM WITH PROPOSAL

- Affirmative Action Acknowledgement (Form attached) plus one of below approvals:
 - Evidence of Federal approval, OR
 - N.J. Certificate of Employer Information Report Approval, OR
 - Completed Employee Information Report (Form AA302-form)

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
 «SchDist»

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the

<FSMC> _____

has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (*date of award scheduled for approval of the contract by the governing body*) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the *Blairstown Township Board of Education* as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Part II – Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership Corporation Sole Proprietorship Subchapter S Corporation
 Limited Partnership Limited Liability Corporation Limited Liability Partnership

Name of Stock or Shareholder	Home Address

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: _____

Signed: _____

Title: _____

Print Name: _____

Subscribed and sworn before me this ____ day
of _____, 2 __.

(Affiant)

My Commission expires:

(Print name & title of affiant) (Corporate Seal)

Date: _____

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
Blairstown Township BOE

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

“Local Unit Pay-To-Play Law” (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

“business entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~

**The New Jersey Campaign Contributions and Expenditures Reporting Act**  
**(N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the SFA of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

“The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 C.19:44A-7.2)



|  |  |  |  |
|--|--|--|--|
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

Check here if the information is continued on subsequent page(s) Form #126

**7CPR 210.21 (i-vi) Procurement- Rebates, Discounts, and Credits**  
Explanation of FSMC's approach for this Proposal

(i) The FSMC shall **charge the SFA only for costs** that are actual and allowable, **net of** all credits, discounts, rebates, and allowances.

(ii) The FSMC must either:

- Identify allowable and unallowable costs** on billing documents, OR
- Must exclude all unallowable costs** from its billings and certify that only allowable costs are submitted for payment by the SFA.

Records must be established that maintain visibility of unallowable costs including directly associated costs, in a manner suitable for contract cost determination and verification.

(iii) The determination of **allowable costs must be made in compliance** with the applicable USDA and program regulations and Office of Management and Budget Circular A-87.

(iv) The FSMC must **identify the amount** of each discount, rebate and other applicable credit on bills and invoices presented to the SFA for payment **AND individually identify** the amount **as a discount, rebate or credit**.

This information must be reported monthly. The FSMC must identify the location in the contract that indicates the frequency of reporting discounts, rebates, or credits.

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

The FSMC must identify the location in the contract where the methods are specified.

(vi) The FSMC must **maintain documentation** of costs and discounts, rebates and other applicable credits, and must **furnish** such documentation **upon request** to the SFA, state agency or USDA.

---

**PLEASE COMPLETE THE FOLLOWING:**

The FSMC must either: (Choose One)

- Identify allowable and unallowable costs** on billing documents, OR

☐ **Must exclude all unallowable costs** from its billings and certify that only allowable costs are submitted for payment by the SFA.

Describe the **specific method(s)** by which this information will be reported.

---

---

(Please attach additional pages as needed)

Will the FSMC receive an Administrative Fee for its purchasing negotiations?

---

Food Service Management Company: \_\_\_\_\_

**ALL COMPANIES MUST SUBMIT THIS FORM WITH PROPOSAL**

**APPENDIX III**

**GENERAL  
INFORMATION/  
COST CHECKLIST  
Blairstown Township BOE**

**COST RESPONSIBILITIES**

| <b>FOOD</b>                                                                                 | <b>FSMC</b> | <b>SFA</b> |
|---------------------------------------------------------------------------------------------|-------------|------------|
| <b>PROCESSING OF INVOICES</b>                                                               | <b>X</b>    |            |
| <b>PAYMENT OF INVOICES</b>                                                                  | <b>X</b>    |            |
| <b>USDA ADMINISTRATIVE CHARGES</b>                                                          | <b>X</b>    |            |
| <b>USDA PROCESSING CHARGES</b>                                                              | <b>X</b>    |            |
| <b>USDA DELIVERY CHARGES</b>                                                                | <b>X</b>    |            |
| <b>LABOR</b>                                                                                |             |            |
| <b>CRIMINAL BACKGROUND CHECKS</b>                                                           | <b>X</b>    |            |
| <b>PAYMENT OF WAGES FOR EMPLOYEES</b>                                                       | <b>X</b>    |            |
| <b>PAYROLL TAXES</b>                                                                        | <b>X</b>    |            |
| <b>FRINGE BENEFITS AND INSURANCE FOR EMPLOYEES</b>                                          | <b>X</b>    |            |
| <b>PREPARATION OF EMPLOYEES PAYROLL</b>                                                     | <b>X</b>    |            |
| <b>PROCESSING OF EMPLOYEES PAYROLL</b>                                                      | <b>X</b>    |            |
| <b>WORKER'S COMPENSATION FOR EMPLOYEES</b>                                                  | <b>X</b>    |            |
| <b>EMPLOYEE PHYSICALS</b>                                                                   | <b>X</b>    |            |
| <b>DINING ROOM AIDES</b>                                                                    |             | <b>X</b>   |
| <b>FOOD SERVICE PERSONNEL ISSUES</b>                                                        | <b>X</b>    |            |
|                                                                                             |             |            |
| <b>ADDITIONAL ITEMS</b>                                                                     |             |            |
| <b>CHINA/SILVER/GLASSWARE - ORIGINAL PURCHASE TO INVENTORY LEVEL REQUIRED FOR OPERATION</b> |             | <b>X</b>   |
| <b>CHINA/SILVER/GLASSWARE - REPLACEMENT DURING</b>                                          |             | <b>X</b>   |



|                                                                     |          |          |
|---------------------------------------------------------------------|----------|----------|
| <b>OPERATION</b>                                                    |          |          |
| <b>TELEPHONE - LOCAL</b>                                            |          | <b>X</b> |
| <b>TELEPHONE - LONG DISTANCE</b>                                    |          | <b>X</b> |
| <b>REMOVAL OF TRASH AND GARBAGE FROM KITCHEN</b>                    |          | <b>X</b> |
| <b>REMOVAL OF TRASH AND GARBAGE FROM DINING ROOMS</b>               |          | <b>X</b> |
| <b>REPLACEMENT OF NON-EXPENDABLE EQUIPMENT</b>                      |          | <b>X</b> |
| <b>INSURANCE'S LIABILITY</b>                                        | <b>X</b> |          |
| <b>COST OF REPAIRING EQUIPMENT (CAPITAL ITEMS)</b>                  |          | <b>X</b> |
| <b>MAINTAIN SFAS VEHICLE, OPERATING EXPENSES, REPAIRS, GAS, OIL</b> |          | <b>X</b> |
| <b>UNIFORMS</b>                                                     | <b>X</b> |          |
| <b>TICKET PRINTING</b>                                              | <b>X</b> |          |
| <b>TRAVEL (LOCAL) - REQUIRED AS REQUESTED</b>                       | <b>X</b> |          |
| <b>AUDITORS FEES</b>                                                |          | <b>X</b> |

**COST RESPONSIBILITIES**

| <b>ADDITIONAL ITEMS<br/>(CONTINUED)</b>             | <b>FSMC</b> | <b>SFA</b> |
|-----------------------------------------------------|-------------|------------|
| <b>TRANSPORTATION OF MEALS, IF APPLICABLE</b>       |             | <b>X</b>   |
| <b>WHO PROVIDES DELIVERY VEHICLE, IF APPLICABLE</b> |             | <b>X</b>   |
| <b>WHO TYPES MONTHLY MENUS</b>                      | <b>X</b>    |            |
| <b>PICK UP OF DONATED FOODS FROM N.J.D.A.</b>       | <b>X</b>    |            |
|                                                     |             |            |
| <b>SUPPLIES</b>                                     |             |            |
| <b>GARBAGE BAGS PROVIDED BY</b>                     |             | <b>X</b>   |
| <b>DETERGENT AND CLEANING SUPPLIES</b>              | <b>X</b>    |            |
| <b>PAPER SUPPLIES</b>                               | <b>X</b>    |            |
| <b>MENU PAPER AND PRINTING</b>                      |             | <b>X</b>   |
| <b>POSTAGE</b>                                      | <b>X</b>    |            |
| <b>TAXES/LICENSES/PERMITS</b>                       | <b>X</b>    |            |
| <b>PEST CONTROL/EXTERMINATION SERVICES</b>          |             | <b>X</b>   |
| <b>UTILITIES</b>                                    |             | <b>X</b>   |
| <b>MENU PAPER</b>                                   |             | <b>X</b>   |
| <b>MENU DUPLICATION</b>                             |             | <b>X</b>   |
|                                                     |             |            |
| <b>CLEANING</b>                                     |             |            |
| <b>CEILING, LIGHT FIXTURES</b>                      |             | <b>X</b>   |
| <b>DISHWASHING</b>                                  | <b>X</b>    |            |
| <b>EQUIPMENT USED FOR PREP.</b>                     | <b>X</b>    |            |
| <b>HOOD/VENTS INSIDE</b>                            |             | <b>X</b>   |

|                                           |          |          |
|-------------------------------------------|----------|----------|
| <b>KITCHEN</b>                            |          |          |
| <b>REST ROOMS</b>                         |          | <b>X</b> |
| <b>VENTS FROM HOODS TO OUTSIDE</b>        |          | <b>X</b> |
| <b>WALLS, WINDOWS, BLINDS</b>             |          | <b>X</b> |
| <b>FLOORS - KITCHEN</b>                   |          | <b>X</b> |
| <b>FLOORS IN SERVING COUNTER AREA</b>     |          | <b>X</b> |
| <b>FLOORS - DINING ROOM</b>               |          | <b>X</b> |
| <b>DINING ROOM - TABLE TOPS</b>           |          | <b>X</b> |
| <b>DINING ROOM - CHAIRS</b>               |          | <b>X</b> |
| <b>KITCHEN COUNTERS/WORK TABLES</b>       | <b>X</b> |          |
| <b>TRASH REMOVAL FROM DINING ROOM</b>     |          | <b>X</b> |
| <b>TRASH REMOVAL FROM KITCHEN</b>         |          | <b>X</b> |
| <b>TRASH REMOVAL FROM SCHOOL PROPERTY</b> |          | <b>X</b> |
|                                           |          |          |
|                                           |          |          |
|                                           |          |          |

**BLAIRSTOWN TOWNSHIP BOARD OF EDUCATION**  
**GENERAL INFORMATION**

**GENERAL INFORMATION**

- SFA Anticipates 179 Food Service Days for the **2017-18** School Year.
- SFA Anticipates the Enrollment to be 450 for the **2017-18** School Year.
- ADA for current school year is 465.
- Does any school qualify for severe needs rates? Which schools? Lunch and/or Breakfast Rates? N/A

**ATTACHMENTS:**

1. Wellness Policy
2. Menu for each grade level – elementary, middle, & high
3. Ala Carte Price list
4. Are the FSMC Personnel Non-Union? Include a copy of the Union contract, if applicable.
5. Breakfast, Lunch, Special Milk Edit Check Reports for one month for each school & district for October.
6. Serving Times for Meals
7. Cost Responsibility Checklist
8. Other Pertinent Information, as required.

**RFP SCORING CRITERIA**

| <b>Evaluation Criterion</b>                                                                                                                                                                                                                                                                                                                                                                                     | <b>Weighting Factor<br/>1-100%</b> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| 1. Price (this criterion must be the primary factor in the award decision)                                                                                                                                                                                                                                                                                                                                      | 20%                                |
| 2. Transparency of proposal to avoid hidden costs including identification of all rebates, discounts and credits.                                                                                                                                                                                                                                                                                               | 5%                                 |
| 3. The FSMC demonstration of having a complete understanding of the SFA's School Food Service Program and its service requirements.                                                                                                                                                                                                                                                                             | 10%                                |
| 4. The accuracy of data submitted to support the RFP. Submission of all required forms.                                                                                                                                                                                                                                                                                                                         | 10%                                |
| 5. Evidence of corporate capability and experience as measured by performance record, years in the industry, relevant experience, number of SFAs served, client retention, and references, the FSMC organizational chart/plan for managing, supervising and staffing the Program; a FSMC organizational chart for non-school based positions; a transition plan; evidence of ability to meet financial targets. | 5%                                 |

|                                                                                                                                                                                                                                                                                                                      |           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| <p>6. The qualifications and experiences of the FSMC management personnel that are to be assigned to the School Food Service Program: Proposed management staff. Compliance with USDA professional standards for education and experience for food service directors hired after July 1, 2015.</p>                   | <p>8%</p> |
| <p>7. Evidence of FSMC procedures for inventory control and purchasing, management, tracking sales, internal cash handling controls and audit procedures, sample monthly invoices which clearly exclude all unallowable costs and which clearly identify each discount, rebate, credit and supplemental reports.</p> | <p>7%</p> |
| <p>8. Evidence of training programs for both management/professional and hourly school food service employees; the FSMC personnel management philosophy; strategies to reduce turnover; personnel evaluation plans and proposed employee benefit package.</p>                                                        | <p>5%</p> |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| <p>9. Evidence of successful communications systems and strategies to inform and engage students, teachers, administration, parents and staff in nutritional/wellness issues, i.e. soliciting input, responsiveness to feedback, participation in program evaluation, selection of menus; FSMC involvement/support of the Local Wellness Policy (<b>LWP</b>) Committee and Food Service Advisory Committee.</p>                                                                                                                              | <p>5%</p>  |
| <p>10. The FSMC discussed their philosophy and demonstrated their experience, ability and involvement in the following areas: Nutrition, promotion of nutrition and LWP, menu development, use of USDA Foods, procurement/use of NJ-grown/locally grown produce, fresh food scratch cooking, quality control, employee supervision, promotion of healthy foods and produce to comply with USDA regulations, marketing, public relations, increasing student participation while complying with the LWP and USDA Smart Snacks in Schools.</p> | <p>5%</p>  |
| <p>11. Supplied sample menus which meet the needs of the</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <p>10%</p> |

|                                                                                                                    |             |
|--------------------------------------------------------------------------------------------------------------------|-------------|
| SFA. Included the 21 day menu(s), portion sizes. Proof of menu compliance with USDA regulations and meal patterns. |             |
| 12. Proposed labor staffing schedule including detailed costs of wages, taxes benefits etc.                        | 6%          |
| 13. Evidence of a comprehensive food handling, housekeeping and sanitation program.                                | 3%          |
| 14. Proposed pricing schedule for meals and a la carte items.                                                      | 2%          |
| <b>TOTAL</b>                                                                                                       | <b>100%</b> |