

SPECIFICATIONS/PROPOSAL
FOR FOOD SERVICE MANAGEMENT

Mendham Township School District
6 East Main Street
Brookside, NJ 07926

2024-2025

The District Does Not Participate
in the USDA's Child Nutrition Programs

To be RECEIVED NO LATER THAN: 2:00 p.m. – Tuesday, August 6, 2024

LABELED: FOOD SERVICE PROPOSAL

SEND TO THE ATTENTION OF:

Mendham Township School District
c/o Donna Mosner
Business Administrator/Board Secretary
6 East Main Street
Brookside, NJ 07926

REQUEST FOR PROPOSALS

Operation and Management of the School Food Service Program.

The Mendham Township School District is requesting proposals for the operation and management of the school food service program. Proposals can be mailed or dropped off at the Business Office, 6 East Main Street, Brookside, NJ 07926 before 2:00 p.m. on – *Tuesday, August 6, 2024.*

All proposals must be submitted in sealed envelopes showing the name of the Food Service Management Company, and its address with the exterior of the envelope being plainly marked “FSMC Proposal”. Responses tendered by mail should be addressed to the Board Secretary and marked as specified.

Please address any questions concerning this request to:

By: Mendham Township School District
c/o Donna Mosner
Business Administrator/Board Secretary
6 East Main Street
Brookside, NJ 07926,

Telephone: 973-543-7107 x3306
Email: dmosner@mendhamtp.org

2024-2025 School Year
INSTRUCTIONS FOR FOOD SERVICE MANAGEMENT PROPOSAL

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

PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The District does not participate in the National School Lunch Program.

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 not include the use of federally donated USDA Foods. The SFA reserves the right to expand breakfast, lunch, and snack sites as necessary.

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 FSMCs 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 Business 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 Service Proposal**”. Allow enough time for delivery before the due date.

Interested parties or their authorized representatives are expected to fully inform themselves of 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 the 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.

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.

- The company should be registered with the New Jersey State Department of Agriculture, School Nutrition Programs for the 2024-2025 school year.
- The demonstrated ability of the FSMC to successfully manage school food service programs. 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.
- The FSMC must have extensive involvement and experience in the school food services field in the areas of * nutrition * menu planning * 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.

Selection Criteria

It is the intent of the SFA to accept the proposal that will best promote the public interest and is most advantageous to the SFA. All responsive proposals will be evaluated by a team of individuals whose total scores will be averaged.

While price alone is not the sole basis for award, price remains a ***primary consideration*** when awarding a contract under the competitive proposal method. The primary factor in the award shall be the price offered to the SFA, i.e. fees charged by the FSMC and the guarantee.

Proposals will be evaluated by the following weighted criteria. They are weighted based on their importance to the SFA.

The SFA may seek to conduct negotiations, interviews, or site visits, with those companies submitting proposals receiving a pre-determined cut-off score. All will be conducted in a fair and equitable manner.

Using the evaluation and scoring criteria, the contract will be awarded to the most responsible FSMC whose proposal is most advantageous to the SFA, price, and other factors considered, with price being the primary factor.

Only FSMC that address all criteria listed below will be considered responsive

Each of the evaluation criteria should be addressed in detail in the FSMC proposal

Evaluation Criterion	Weighting Factor
Projected Operating Results as per the Response and Projected Operating Statement (Form 23). The forecasted bottom-line/guarantee ensures the SFA will have a no-cost operation.	10%
The economic efficiency of the proposal includes a guarantee that is not limited to the amount of the FSMC's fee(s).	10%
FSMC should have a history of delivering on their financial commitments/guarantees.	10%
The Quality of the program. Evidence that the FSMC utilizes high-quality products in the production of menu items and has demonstrated responsiveness to the Community's goals as delineated in the RFP.	10%
Professional references and record of performance. Past performance with other SFAs and the demonstration of having a complete understanding of the SFAs Program and Service requirements	10%
Corporate Support. Evidence of corporate capability and experience as measured by performance records, years in the industry, number of SFAs served, FSMC organizational chart, and the support provided to the SFA-based positions. Evidence of ability to meet financial targets is provided.	10%
Local Presence. Evidence of the FSMC's ability to provide local support to the on-site personnel.	5%
Variety as indicated in the sample 21-day menus for each location.	10%

<p>Healthy Choices/Providing Nutrition: Evidence of successful communication systems and strategies to engage students and community in nutrition/wellness initiatives. FSMC has a demonstrated involvement in Wellness Committees and Food Service Advisory Committees. The FSMC will participate in an annual Nutrition Fair.</p>	<p>10%</p>
<p>Food Concepts/Marketing Themes: The FSMC has demonstrated experience in marketing, public relations, and community outreach. The appeal of the Food and Marketing Concepts presented.</p>	<p>3%</p>
<p>Proposed Management: The qualifications and experience of the proposed management personnel to be assigned to the SFAs program. The proposed labor/staffing schedule, including the detailed costs of wages, taxes, benefits, etc to meet the requirements of the community.</p>	<p>5%</p>
<p>Training Programs: Evidence of training programs for both management and hourly food service employees. The FSMC has a comprehensive food handling, housekeeping, and sanitation program.</p>	<p>2%</p>
<p>Ability to meet unique service requirements of the SFA. The FSMC should have demonstrated experience in developing and operating an economically efficient program of similar size and scope.</p>	<p>5%</p>
<p>TOTAL</p>	<p>100%</p>

OBJECTIVES OF THE SFA OF EDUCATION

The successful FSMC shall conduct the food service program in a manner that 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 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 communication 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. Keep the SFA apprised of legislation that may impact food services.
9. Make periodic recommendations regarding operational and/or equipment needs that the SFA may adopt, partially adopt, or abandon.
10. Cooperate with all community groups to enhance the public's perception of the SFA's food service program.
11. Work with SFA to maintain the Wellness Policy, Food Service Bio-Security, and HACCP Plan.

SPECIFICATIONS

The SFA does not participate in the National School Nutrition Program. USDA-donated foods are not available for use in the food service.

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.

SFA AND FSMC RESPONSIBILITIES

A. CONTRACT DURATION / RENEWALS

- 1) The **contract is for a term** not longer than one year in duration, beginning on July 1, 2024, and ending on June 30, 2025, unless earlier terminated by either party as provided herein.
- 2) The contract may be renewed annually by mutual written agreement of the Mendham Township School District (the “SFA”) and the Food Service Management Company (the “FSMC”), for up to four additional one-year periods, 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].

B. SFA RESPONSIBILITIES

- 1) The SFA shall ensure that **the food service operation is in conformance** with the Agreement for School Nutrition Programs and shall monitor the food service operation through **periodic on-site visits**.
- 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**.
- 3) The SFA shall maintain applicable **health certification** and ensure that all State and local regulations are being met by the FSMC preparing or serving meals at an SFA facility.
- 4) The SFA shall **establish an advisory board** composed of parents, teachers, and students to assist in menu planning.
- 5) The SFA shall retain control of the nonprofit school food service account and **overall financial responsibility** for the School Nutrition Programs.
- 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.

Free and Reduced Meal Policy

1. The SFA shall be responsible for determining the policy for providing free and reduced-price meals to eligible students. The FSMC will implement and 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 free and reduced-price meals.
3. The FSMC shall, at the direction of the SFA, offer lunch meals at no cost or at a reduced price to eligible students. These meals should meet the meal pattern requirement of the Child Nutrition Program. Students may select any three, four, or all five of the meal components offered as a meal. These meals shall be served in a manner to prevent the overt identification of the student's pay status.
4. All meals served to the eligible students shall be tracked daily and reported monthly to the SFA. All FSMCs shall include the methodology they propose for managing and reporting free and reduced-price meals.

Charge Meal Policy

The SFA is responsible for providing a written Policy on how the FSMC should handle children who wish to receive a meal, do not qualify for a free 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 applicable to state and local laws.
- 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.

The meal and ala carte prices are provided in "General Information"-Pricing Proposals shall be based on the prices provided. If the FSMC recommends increases in prices, indicate changes to the price recommendations included in the Proposal.

- 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, or do not otherwise meet the requirements of the contract.
- 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.
- 5) The FSMC shall not directly or indirectly restrict the sale or marketing of fluid milk (at any time or in any place on school premises or at any school-sponsored event).

- 6) The FSMC shall comply with 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) 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 on 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.

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.*

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 the dining room and kitchen floors.
4. The SFA will maintain the walls, ceilings, windows, blinds, ducts, and 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.

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 that 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 to 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.

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	

Deli Meat is Boar’s Head brand, or equivalent.

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 provide the SFA with bakery, dairy, and ice cream bids/quotes as requested.
3. The FSMC will charge the SFA the net price on the vendor’s invoices, the amount due after vendor discounts that may apply.
4. The FSMC shall honor existing contracts if advantageous to the SFA.
- 5.

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).
- 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.

G. EMPLOYEES

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

FSMC - FOOD SERVICE PERSONNEL

1. All existing food service personnel shall have the right of first refusal for positions with 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. Proposals should be based on the current staffing pattern: number of positions, hours, rates, and employee benefits.
3. The SFA requires that a full-time Food Service Director be on-site as needed.
4. The FSMC shall have the sole responsibility to compensate its employees, including applicable taxes, insurance, 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 the New Jersey Department of Health.
5. 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 by the FSMC personnel.
6. The FSMC shall maintain its own personnel policies and fringe benefits for its employees, subject to review by the SFA.
7. The FSMC shall supply with this proposal a description of the proposed benefit package.
8. The FSMC shall comply with the criminal background checks/fingerprints regulations required by law for all new hires, Chapter 116, P.L. 1986.

9. The SFA may require in writing the removal of an employee of the FSMC who violates health requirements 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.
10. In the event of the removal or suspension of any such employee, the FSMC shall immediately restructure its staff without disruption in service.
11. All food service personnel assigned to each school shall be instructed on the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas.
12. The use of student workers or students enrolled in the SFA is prohibited without prior SFA approval.

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 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)
- 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.

L. INVENTORY AND STORAGE

1. **Ownership of beginning and ending inventories of food and supplies shall remain with the SFA.**
2. The FSMC will request, receive, and inspect foods delivered by vendors and forward a list of bills in accordance with regulations.
3. 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.
- 2) ****[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.

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.
- 3) 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.
- 4) 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.
- 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.

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 acquired 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 the 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, windows, 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 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 areas or areas reasonably necessary for providing efficient food service.
3. The SFA may request the FSMC, additional food services such as special functions/catering.
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 a scholarship or "free" equipment to entice the SFA to select its proposal.

O) RECORDS, REPORTING SYSTEMS, AND FINANCIAL ACCOUNTING

RECORDS

- 1) 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. [
- 2) 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.

The FSMC shall assume accountability and responsibility for:

- Bookkeeping and recording functions.
- 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 terms 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 are purchased and owned by the SFA.

DEPOSITING OF FUNDS

All revenue received as a result of payments by children and adults, 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.
3. The FSMC shall bill the SFA weekly for the actual expenses of operation incurred. The SFA holds all cash and income. Weekly billing 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. The FSMC must provide the SFA with itemized claims for goods and services.
4. The state's statutes for administering school funds prohibit the payment of ESTIMATED payroll, service fees, vendor invoices, and/or other expenses submitted by the FSMC. Payments cannot be made prior to the submission of the actual documentation for the claim against school funds.
5. The FSMC may present a summary of vendor's invoices for accounts payable, but actual invoices must be on-site for immediate access by any SFA employee, or representative, designated by the SFA.

PAYMENT TO FSMC by the SFA

The SFA shall make payment within fifteen (15) 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 FINANCIAL STATEMENT

1. The FSMC will provide monthly and other reports to the SFA, which describe 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, 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.
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 the 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 the 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 notice to the SFA of the cancellation of insurance policies thirty (30) days before such cancellation takes 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.

2) **TERMINATION**

- a. The SFA or the FSMC may cancel the contract for cause by giving 60 days written notification.
- b. 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 a settlement of all amounts due hereunder as follows: in the contract, the FSMC will insert a description of all applicable payment terms.

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 2024-2025 from the NJ Department of Agriculture.
- 4) Executable Contract
- 5) CERTIFICATE OF INSURANCE -A Certificate of Insurance of FSMC's insurance coverage
- 6) AFFIRMATIVE ACTION FORM
Copy must be included with the proposal.
- 7) 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. The FSMC must examine kitchens, cafeterias, receiving and storage areas where services are to be provided.
4. 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.
5. 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.

SUBMISSION OF PROPOSALS REQUIRED FORMS/RESPONSES

1. The FSMC must complete and submit all required forms provided by the SFA. The 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.

➤ **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).

APPENDIX I
Required Components of RFP
CHECKLIST

Required Components of RFP

APPENDIX I 2024-2025

We, the undersigned, agree to operate the food service management program as described in the quote specifications for the 2024-2025 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.
- Summary detailing the FSMC findings and recommendations for the SFA's food service program. Exceptions to any of the stipulations contained in these specifications or general provisions will be clearly outlined in a separate letter from FSMC.

2) Financial Information

- Projected Annual Operating Statement (current Form 23).
- If a guarantee is included, describe limits and conditions that would affect the guarantee. A guarantee limited to a fee is not permitted.
- We have made a physical inspection of all school facilities and have found all facilities and equipment to be satisfactory. If the facility is 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.)
- Performance Investigation to include any contracts not renewed or terminated during the past five years due to non-performance or convenience. Provide details of any contracts not renewed.
- Provide examples of the scope of experience in school food service management

Management Company: _____

5) Staff Management & Development

- A staffing schedule is 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 Director
 - A Shared Food Service Director
- Description of fringe benefits offered to employees.
- Description of employee training program.
- 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. These prices would become the Price Schedule of the contract if the proposal were accepted. The a la carte selections will also include the portion sizes to be provided. These prices may be changed only after approval of the SFA.
- 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.
- Description of the proposed methodology for management and reporting of free and reduced-price meals

Management Company: _____

11) Accounting

- Demonstrate the ability of FSMC to comply with state 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 your experience with Point of Sale Systems and any recommendations for SFA.

12) Required Proposal Documents

- Form 23 – Response and Projected Operating Statement
- 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 the position of FSMC on 7CFR 210.21(i-vi) Procurement- Rebates, Discounts, and Credits (Form Attached)
- Completed - Required components of Appendix I Form
- The company must be registered and have an approved core contract on file with the N.J. State Dept. of Agriculture for fiscal year 2024-2025.
- Signature-ready contract based on the proposed management fee, guarantee, and any proposed limitations or conditions.
- Affirmative Action Acknowledgement (Form attached) plus one of the 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 a copy of your Business Registration Certificate.
- Political Contribution Disclosure Form
- Insurance coverage for product and personal liability. Please supply a copy of the 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

Must submit using the
Form #23 proposal form.

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 the 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
 Mendham Township School District

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 *Mendham Township School District*
 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: _____ **Date:** _____

Subscribed and sworn before me this ___ day of _____, 2__.	_____ (Affiant)
My Commission expires:	_____ (Print name & title of affiant) (Corporate Seal)

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

Mendham Township School District

The following are 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 are deemed as contributions by the 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)



## **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.

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(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**

### **Mendham Township School District**

## COST RESPONSIBILITIES

| <b>FOOD</b>                                                                          | <b>FSMC</b> | <b>SFA</b> |
|--------------------------------------------------------------------------------------|-------------|------------|
| PROCESSING OF INVOICES                                                               | X           |            |
| PAYMENT OF INVOICES                                                                  | X           |            |
|                                                                                      |             |            |
|                                                                                      |             |            |
| <b>LABOR</b>                                                                         |             |            |
| CRIMINAL BACKGROUND CHECKS                                                           | X           |            |
| PAYMENT OF WAGES FOR EMPLOYEES                                                       | X           |            |
| PAYROLL TAXES                                                                        | X           |            |
| FRINGE BENEFITS AND INSURANCE FOR EMPLOYEES                                          | X           |            |
| PREPARATION OF EMPLOYEES PAYROLL                                                     | X           |            |
| PROCESSING OF EMPLOYEES PAYROLL                                                      | X           |            |
| WORKER'S COMPENSATION FOR EMPLOYEES                                                  | X           |            |
| EMPLOYEE PHYSICALS                                                                   | X           |            |
| DINING ROOM AIDES                                                                    |             | X          |
| FOOD SERVICE PERSONNEL ISSUES                                                        | X           |            |
|                                                                                      |             |            |
| <b>ADDITIONAL ITEMS</b>                                                              |             |            |
| CHINA/SILVER/GLASSWARE - ORIGINAL PURCHASE TO INVENTORY LEVEL REQUIRED FOR OPERATION |             | X          |
| CHINA/SILVER/GLASSWARE - REPLACEMENT DURING OPERATION                                |             | X          |
| TELEPHONE - LOCAL                                                                    |             | X          |
| TELEPHONE - LONG DISTANCE                                                            |             | X          |
| REMOVAL OF TRASH AND GARBAGE FROM KITCHEN                                            |             | X          |
| REMOVAL OF TRASH AND GARBAGE FROM DINING ROOMS                                       |             | X          |
| REPLACEMENT OF NON-EXPENDABLE EQUIPMENT                                              | X           |            |
| INSURANCE'S LIABILITY                                                                | X           |            |
| COST OF REPAIRING EQUIPMENT (CAPITAL ITEMS)                                          |             | X          |
| MAINTAIN LEAS VEHICLE, OPERATING EXPENSES, REPAIRS, GAS, OIL                         |             | X          |
| UNIFORMS                                                                             | X           |            |
| TICKET PRINTING                                                                      | X           |            |
| TRAVEL (LOCAL) - REQUIRED AS REQUESTED                                               | X           |            |
| AUDITORS FEES                                                                        |             | X          |

## COST RESPONSIBILITIES

| ADDITIONAL ITEMS<br>(CONTINUED)              | FSMC | SFA |
|----------------------------------------------|------|-----|
| TRANSPORTATION OF MEALS, IF APPLICABLE       |      | X   |
| WHO PROVIDES DELIVERY VEHICLE, IF APPLICABLE |      | X   |
| WHO TYPES MONTHLY MENUS                      | X    |     |
|                                              |      |     |
| <b>SUPPLIES</b>                              |      |     |
| GARBAGE BAGS PROVIDED BY                     | X    |     |
| DETERGENT AND CLEANING SUPPLIES              | X    |     |
| PAPER SUPPLIES                               | X    |     |
| MENU PAPER AND PRINTING                      |      | X   |
| POSTAGE                                      | X    |     |
| LICENSES/PERMITS                             |      | X   |
| PEST CONTROL/EXTERMINATION SERVICES          |      | X   |
| UTILITIES                                    |      | X   |
| MENU PAPER                                   |      | X   |
| MENU DUPLICATION                             |      | X   |
|                                              |      |     |
| <b>CLEANING</b>                              |      |     |
| CEILING, LIGHT FIXTURES                      |      | X   |
| DISHWASHING                                  | X    |     |
| EQUIPMENT USED FOR PREP.                     | X    |     |
| HOOD/VENTS INSIDE KITCHEN                    |      | X   |
| RESTROOMS                                    |      | X   |
| VENTS FROM HOODS TO OUTSIDE                  |      | X   |
| WALLS, WINDOWS, BLINDS                       |      | X   |
| FLOORS - KITCHEN                             |      | X   |
| FLOORS IN SERVING COUNTER AREA               |      | X   |
| FLOORS - DINING ROOM                         |      | X   |
| DINING ROOM - TABLE TOPS                     |      | X   |
| DINING ROOM - CHAIRS                         |      | X   |
| KITCHEN COUNTERS/WORK TABLES                 | X    |     |
| TRASH REMOVAL FROM DINING ROOM               |      | X   |
|                                              |      | X   |
| TRASH REMOVAL FROM KITCHEN                   |      | X   |
| TRASH REMOVAL FROM SCHOOL PROPERTY           |      | X   |
|                                              |      |     |
|                                              |      |     |
|                                              |      |     |

# **Mendham Township School District**

## **GENERAL INFORMATION**

### **GENERAL INFORMATION**

- SFA Anticipates 165 serving days in the Middle School and 166 serving days in the Elementary school for the **2024-2025** School Year.
- SFA Anticipates the Enrollment to be 760 for the **2024-2025** School Year.
- Meals for elementary students are preordered through an online app. Parents can order traditional or chef-prepared meal options, and snacks/beverages.
- Chef-prepared meals are preordered at both the elementary and middle schools. Chef-prepared meals are prepared with fresh ingredients and homemade sauces.
- Elementary School Snack and Beverage Variety
  - Low Fat and Non-Fat Milk, 100% Juice, and Unflavored Water
  - Snacks are limited choices that are approved by the Superintendent.
- Middle School Snack and Beverage Variety
  - Frozen Yogurt Machine (no ice cream offerings)
  - Flavored and Unflavored water, 100% Juice and Milk
  - Gatorade (12 oz), and Canned Juice or Sparkling Juice
  - Snacks are limited choices and are approved by the Superintendent

### **ATTACHMENTS:**

#### **Audit**

1. Enterprise Fund Audit Operating Statement for 2022-2023
2. Number of Serving Days in Audit year. 165 in the Middle School and 166 Elementary School

#### **Menus and Price Lists**

3. Menu for each grade level – elementary & middle
4. Complete meal and a la Carte price list

#### **Staffing**

5. The FSMC Personnel are not represented by a Union.

#### **Other**

6. Serving Times for Meals
7. Cost Responsibility Checklist
8. Other Pertinent Information, as required.