New Jersey Department of Agriculture (NJDA)

Division of Food and Nutrition (DFN)

Food Service Management Company (FSMC)
COST REIMBURSABLE
Request for Proposal (RFP) and Contract
Form 17CR

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Food Service Management Company
(FSMC)
COST REIMBURSABLE
Request for Proposal (RFP) and Contract

The purpose of this solicitation is to obtain a Food Service Management Company (FSMC) to manage the School Food Authority's (SFA's) school food service program.

School Food Authority Name:	**SOUTH HARRISON BD OF ED**
Agreement Number:	**01504880**
Business Administrator Name:	**Christian Albadine**
Business Administrator Email:	**calbadine@logantownshipschools.org**
Contract Start Date:	**7/1/2026 12:00:00AM**
Contract End Date:	**6/30/2027 12:00:00AM**

The proposer is herein referred to as the Food Service Management Company (FSMC). The contract will be between the School Food Authority (SFA) and FSMC.

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g. Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202)720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at:

https://www.usda.gov/sites/default/files/documents/ad-3027.pdf, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:**
   U.S. Department of Agriculture
   Office of the Assistant Secretary for Civil Rights
   1400 Independence Avenue, SW
   Washington, D.C. 20250-9410; or
2. **fax:**
   (833) 256-1665 or (202) 690-7442; or
3. **email:**
   program.intake@usda.gov

This institution is an equal opportunity provider.

ATTENTION: Food Service Management Companies

The **SOUTH HARRISON BD OF ED** is requesting proposals for school food service management services. The Food Service Management Company will provide management services according to United States Department of Agriculture (USDA) regulations and guidelines, as well as all other applicable state and federal laws. Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq.

The Food Service Management Company must currently be registered with the New Jersey Department of Agriculture (NJDA) Division of Food and Nutrition.

Food Service Management Companies and/or their representatives may submit proposals to:

Christian Albadine

calbadine@logantownshipschools.org

The **SOUTH HARRISON BD OF ED** Board of Education reserves the right to accept or reject proposals.

A pre-proposal meeting and tour of the schools is scheduled for:

N/A

All proposals must be submitted no later than **4/17/2026 10:08:00AM** All proposals should be delivered in a sealed envelope and addressed to **110 school ln**

Logan township **NJ** **08085** and **Christian Albadine**

and be clearly marked: FOOD SERVICE MANAGEMENT COMPANY PROPOSAL.

Upon release of this RFP, all Proposer communications concerning this document must be directed in writing no later than 4:00 PM on **04/06/2026** to the person listed below:

Christian Albadine

calbadine@logantownshipschools.org

SFA will provide responses to Proposer communications within three (3) days of receipt. Each response will be provided to all interested FSMCs at least five (5) days before proposal due date.

The SCHOOL FOOD AUTHORITY invites written proposals from qualified companies for management of the school district's food service program, which includes the programs checked below.

Programs Operating for the 2025-2026 School Year

- ☑ National School Lunch Program (NSLP)
- ☑ School Breakfast Program (SBP)
- ☐ After School Snack Program (ASSP)
- ☐ Special Milk Program (SMP)
- Breakfast in the Classroom (BIC)
- Breakfast After the Bell (BAB)
- ☐ Catering
- ☐ SFA to SFA Vended Meal Contracts
- ☐ Consolidation Agreements
- ☐ Community Eligibility Provision (CEP)
- ☐ Block Scheduling
- ☑ A la Carte items (Smart Snack compliant) and meal
- ☑ Preschool Programs in SFA Buildings/Classrooms (NOT run by private providers)
- ☐ Extended School Year for Special Education (ESY) meals not included in SFSP)
- ☐ Vending Machines
- ☐ Child and Adult Care Food Program (CACFP) Programs Listed in Section AA (SFA must complet CACFP tab of Form 372)
- ☐ Summer Food Service Program (SFSP) (SFA must complete SFSP tab of Form 372)

Potential Future Programs

Indicate below any potential programs or changes to programs the SFA is considering during the 4 allowable renewal years.

NOTE: **Administrative/Management Flat Fee or Cents per Meal Fee cannot increase above the Index Rate in a Renewal Year when a Potential Future Program begins to operate.**

- ☐ School Breakfast Program (SBP)
- ☑ After School Snack Program (ASSP)
- ☑ Special Milk Program (SMP)
- Breakfast in the Classroom (BIC)
- Breakfast After the Bell (BAB)
- ☑ Catering
- ☑ SFA to SFA Vended Meal Contracts
- ☑ Consolidation Agreements
- ☑ Block Scheduling
- ☑ Community Eligibility Provision (CEP)
- ☐ A la Carte items (Smart Snack compliant) and meal
- ☐ Preschool Programs in SFA Buildings/Classrooms (NOT run by private providers)
- ☑ Extended School Year for Special Education (ESY) meals not included in SFSP)
- ☑ Vending Machines
- ☑ Child and Adult Care Food Program (CACFP) Programs Listed in Section AA
- ☑ Summer Food Service Program (SFSP)

Definitions

"Allowable Direct Costs": Costs that are allowable in the Cost Reimbursable Contract:

a. **Food:** limited to those items purchased for use in the preparation and service of student, adult, and a la carte meals in the SFA's food service program.
b. **Labor:** limited to on-site employees responsible for the management, preparation, service, and clean-up of student, adult, and a la carte meals in the SFA's food service program.
c. **Miscellaneous Expenses:** paper supplies, equipment rental, cleaning materials, commodity handling, and warehousing charges. All miscellaneous expenses must be allowable and directly allocable to the food service operation.

"Bid Bond/Security to Accompany Bid": A type of surety bond that guarantees that the FSMC has the financial means to accept the contract for the price quoted in its proposal if it is awarded the contract.

"Buy American": A procurement standard that requires SFAs to purchase to the maximum extent practicable, domestic commodities or products as defined in 7 CFR 210.21(d)(2)(i).

"CACFP": Child and Adult Care Food Program, 7 CFR Part 226.

"Commissioned Vending": Vending machine sales for machines that are maintained by an external vending company, not the FSMC. SFA receives commission checks.

"Consolidation Agreement": An agreement between two School Food Authorities (SFAs) in which one transfers and relinquishes its authority, duties and obligations for Child Nutrition Programs to the other. All program related tasks of the Relinquishing SFA become the responsibility of the Sponsoring SFA, and the Sponsoring SFA includes the Relinquishing SFA's schools on its Site Details.

"Contract": The RFP and Contract inclusive of all forms and the FSMC's proposal, as accepted by the SFA.

"Cost Reimbursable Contract": A contract that provides for the payment of a fixed administrative/management fee in addition to all allowable direct costs of food, supplies, and labor to manage the food service program.

"Current Year": The term of this Contract.

"DFN": Division of Food and Nutrition.

"Fixed Price Contract": A contract that provides for payment of all costs at a pre-determined and agreed upon amount that is fixed at the inception of the contract. The fixed fee includes all administrative, management, and food service-related costs. A fixed price contract may also contain an economic cost adjustment provision tied to a standard index.

"Financial Obligation": The total of all direct, allowable costs and the allowance for the FSMC's Administrative/Management Fee provided in the monthly invoice and operating statement. These costs include food, labor, paper and supplies, and "other expenses" (other direct costs as identified in the Cost Reimbursable Cost Responsibility Summary).

"Food Service Budget": The proposed cost of food, supplies, and labor (allowable direct costs). Food Service Budget is the Response and Projected Operating Statement (Form 23).

"Guarantee": The amount of money the FSMC agrees to guarantee as a return or loss to the SFA. The guarantee cannot be capped and is unlimited. A guaranteed return cannot exceed the proposed bottom line.

"Locally Grown": Food grown and/or produced in New Jersey.

"Non-Profit School Food Service Account": The restricted account in which all the revenue from all food service operations conducted by the SFA principally for the benefit of school children is retained and used only for the operation or improvement of the non-profit school food service. The account shall also include, as appropriate, non-Federal funds used to support paid lunches and proceeds from non-program foods. The SFA must limit its net cash resources to an amount that does not exceed 3 months average expenditures for its non-profit food service, or such other amount as may be approved by the State Agency in accordance with federal regulations.

"Non-Program Expenses": Costs of food, labor, supplies, etc. that are **incurred for non-reimbursable meals** including, but not limited to, a la carte items, adult meals, catering services, vended meals and items purchased for fundraisers, vending, etc.

"Performance Bond": A type of surety bond that guarantees that the FSMC will adhere to all the terms of the contract and satisfactorily complete the agreed upon project and/or services.

"Program Expenses": Costs of food, labor, supplies, etc. that are **incurred for reimbursable meals** that are also reasonable, necessary, and allocable.

"Proposal": The Food Service Management Company's response to the RFP.

"Regionally Grown": Food grown and/or produced in Pennsylvania, New York, and Delaware.

"State Agency": New Jersey Department of Agriculture.

"SFA to SFA Vended Meal Contract": A contract between one School Food Authority (SFA) (this can be a private, public or charter) with another School Food Authority to provide complete reimbursable meals for school breakfast, lunch, and/or after school snack programs.

"SFSP": Summer Food Service Program, 7 CFR Part 225.

"Smallwares/Small Equipment": Items utilized in the preparation of food, including, but not limited to, items such as pots, pans, and serving and cooking utensils.

"SNEARS": NJDA Child Nutrition Program's web-based School Nutrition Electronic Application and Reimbursement System.

"Total Cost of Contract": Includes all allowable direct expenses and the payment of a(n) administrative/management fee as indicated on Form 23CR.

"Total Cost of Contract": Includes all administrative, management, and food service-related expenses as indicated on Form 23FP.

"Vending": Vending machine sales for machines that are maintained by the FSMC, excluding commissioned vending sales.

I General Information

A. Procurement

1. This contract will be a **Cost Reimbursable Contract.**

2. All procurement transactions shall be conducted in a manner that provides maximum full and open competition and in accordance with all applicable State and Federal law including, but not limited to, Uniform Administrative Requirements, Cost Principles and Audit Requirements, 2 CFR 200.318-200.326, formerly in 7 CFR 3016.36 and 3019.48, as applicable, and the SFA Code of Conduct.

3. The SFA will not conduct the procurement process in a manner that uses statutorily or administratively imposed in-state or local geographic preferences in the evaluation of proposals in accordance with 2 CFR 200.319(c).

4. **An FSMC that has provided recommendations, developed or drafted specifications, requirements, statements of work, or any other information for this RFP shall be excluded from competing to provide the services sought in this solicitation.**

5. The SFA reserves the right to reject RFPs if deemed in the best interest of the SFA.

6. The SFA will award the contract to the responsible FSMC whose proposal is most advantageous to the program, with price and other factors considered. A responsible FSMC is one whose financial, technical and other resources indicate an ability to perform the services required by this solicitation. 2 CFR 200.320(b)(2).

7. FSMCs or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so will be at the FSMC's own risk and the FSMC cannot secure relief on the plea of error. The SFA is not liable for any cost incurred by the proposer prior to the New Jersey Department of Agriculture (NJDA) Division of Food and Nutrition's (DFN) final approval of the contract, and the signing of the contract by all parties. Paying the FSMC from Child Nutrition (CN) program funds (school food service account) is prohibited until the contract is signed by both parties and final approval is provided by the DFN.

8. If additional information about this RFP is required, refer to the instructions regarding "proposer communications" on the Advertisement of Request for Proposal.

9. A Pre-Proposal Meeting with interested proposers to review specifications, to clarify any questions, and to tour the facilities with school officials is **not** mandatory. Refer to the Advertisement of Request for Proposal to determine if the SFA has planned a meeting and scheduled a time and location.

B. Award Criteria/Methodology

1. The contract will be awarded to the responsible proposer whose proposal is the most advantageous to the program with price and other factors considered. An evaluation committee will be established to review proposals. Each committee member will sign a certification of no conflict to be kept on file with the SFA. Each committee member will evaluate proposals independently **(team scoring is not allowed)**. The SFA has established evaluation and scoring criteria and has assigned a Weighting Factor Percentage to each criterion as part of the RFP preparation process and prior to the RFP being advertised using the RFP Scoring Criteria and Evaluation Form.

2. **Scoring Methodology:** Price be the primary factor (assigned the highest weighting factor percentage). Each criterion will receive a score ranging from 1-5 points. The criterion score will then be multiplied by the assigned weighting factor percentage to get the total weighted score of the criterion. The total weighted score for each criterion will be added together to compute the total score of the proposal evaluation. Directions for completing this process can be found on the Scoring Criteria and Evaluation Instruction Form (Form 320).

C. RFP Protests

1. Any action which diminishes full and open competition seriously undermines the integrity of the procurement process and may subject the SFA to RFP protests. The SFA shall be responsible for properly responding to protests and concerns raised by potential contractors. SFAs **must** insert their RFP protest procedures. The SFA will, in all instances, disclose all information regarding a protest to the DFN.

If a bid protest is timely filed, the Business Administrator will review all submitted protest documentation with the Evaluation Committee. The protesting bidder, and any other bidder on the contract, shall promptly provide any information requested by District staff as part of such investigation. District staff shall prepare a written response to the bid protest, with the advice of the District's attorney, which shall be provided to the protesting bidder and to the bidder or bidders whose bid is being protested within 14 calendar days after the bid protest was received.

D. Security to Accompany Bid: Amount

1. Bid Guarantee: The FSMC shall submit with its proposal, a bid guarantee in the amount of 10% of the bid, but not in excess of $20,000, that may be given, at the option of the FSMC, by certified check, cashier's check or bid bond. N.J.S.A. 18A:18A-24. Bid Guarantees will be returned (a) to unsuccessful FSMCs as soon as practicable after the opening of bids; and (b) to the successful FSMC upon final approval and execution of all contractual documents, proof of insurance coverage and bonds as may be required. **This requirement cannot be waived.**

E. Captions

1. Captions in all sections of this document are provided only as a convenience and shall not affect the interpretation of this instrument and its attachments.

F. Contract Term

1. The contract shall be for a period of one year, or less, with up to four optional one-year renewals with mutual agreement between the SFA and the FSMC. 7 CFR 210.16(d). 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. The terms and conditions of the contract shall remain substantially the same in all renewal years. N.J.S.A. 18A:18A-42.

   This contract cannot be effective prior to the date of final approval by DFN.

G. Errors or Omissions

1. The proposing FSMCs shall not be allowed to take advantage of any errors or omissions in the RFP specifications. Where errors occur in the RFP specification, an FSMC shall promptly notify the contact person listed. Inconsistencies in the RFP specifications are to be reported prior to proposals being submitted. The SFA will communicate the corrections and clarifications to all potential proposers in accordance with N.J.S.A. 18A:18A-21(c)(1).

H. Final Contract

1. **The final contract shall consist of the terms and conditions contained herein as well as all documents included by the SFA in the RFP, the fully executed Signature Page and the Form 23 - Response and Projected Operating Statement. No additional modifications may be made. No amendments are permitted.**

I. Gifts from FSMC

1. The SFA's officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from FSMCs nor potential FSMCs. The appropriate penalties, sanctions, or disciplinary actions to be applied for violations will be determined by the SFA Code of Conduct for Procurement and applicable Federal, State and local laws and regulations.

J. Late Proposals

1. The SFA will not consider any proposals received after the exact time specified for receipt.

K. Meal Equivalents

1. For the purpose of making the meal count computation, the number of meals served to children shall be determined by actual counts of reimbursable meals. The State Agency shall determine the a la carte meal equivalent by dividing the a la carte revenue by the per meal sum of the Federal and State free meal reimbursement plus the per meal value of USDA entitlement and bonus donated foods. A la carte revenue shall include adult meals and a la carte sales to students and adults. If applicable, revenue from vending machine sales will be included as part of the a la carte revenue.

L. Payment and Fees

1. Payment in the Cost Reimbursable Contract shall be based on the FSMC monthly invoice and operating statement of allowable costs to operate the food service program. The FSMC shall also provide vendor invoices for all charges and expenses and documentation of its certified payroll. Sample FSMC operating statement, monthly invoice and catering invoice can be found on SNEARS Resrouces under FSMC Contract Documents. At a minimum, the Operating Statement and Monthly Invoice must contain the information included in the sample.
2. The FSMC shall provide the SFA with a year-end operating statement detailing the school year breakeven, return or loss.
3. The SFA will perform a year-end reconciliation to verify the accuracy of the FSMC's invoices and operating statements.
4. The SFA requires the FSMC to submit the management/administrative fee as a:

☑ Flat Fee or ☐ Cents per Meal Fee

M. Additional Information

1. **All FSMCs should submit the Response and Projected Operating Statement (Form 23) based on meal count numbers specified on Form 372, tab h. Projected Meal Counts. Projected Meal Counts are based on historical data and current participation.**

2. The SFA may add any additional requirements to the RFP by completing the RFP Modification Request contained herein. **The RFP must be completed along with the RFP Modification Request form and submitted to the State Agency for approval prior to the start of the solicitation process.** The SFA may not add additional requirements to the Renewal Year documents unless the requirements are addressed in the RFP. If a requirement constitutes a material change, the SFA must issue a new RFP for its food service management. SFAs should consult with legal counsel in making those determinations.

3. Any FSMC that submits a proposal for items or activities not requested by the SFA and specified in the RFP will be considered overly responsive and the proposal will be rejected.

4. If the services of the FSMC are to begin after the start of the school year and the beginning contract term date is later than July 1 (i.e. January 1), include that date in the advertisement and solicitation. The ending contract term date will always be June 30th.

5. This proposal and contract are based on the SFA's 21-day cycle menu. The FSMC must adhere to the cycle for the first 21 days of meal service. Changes thereafter may be made with the approval of the SFA. An SFA with no capability to prepare a cycle menu may require, with State Agency approval, that each FSMC include a 21-day cycle menu, developed in accordance with the provisions of 7 CFR 210.10, with its proposal. 7 CFR 210.16(b)(1).

   FSMC proposals must identify if they plan to request a change in the 21-day cycle menu included in the RFP after the first 21 days of meal service.

   ☐ SFA is developing and including the 21-day cycle menu (cannot be *branded)*

   or

   ☑ SFA is requiring FSMC to submit 21-day cycle menu with proposal

M. Minimum Food Specifications

1. The following are the minimum food specifications all FSMCs must adhere to and provide. **The SFA may customize these food specifications using the RFP Modification Request contained herein**:

Product	Level of Inspection/Quality
Meat/Seafood	All meats, meat products, poultry, poultry products, and fish must be government inspected.
Beef, Lamb, and Veal	USDA Grade Choice or better
Pork	U.S. No. 1 or U.S. No. 2
Poultry	USDA Grade A
Seafood	Top grade, frozen fish must be a nationally distributed brand, packed under continuous inspection of USDA.
Dairy Products	All dairy products must be USDA inspected.
Fresh Eggs	USDA Grade A or equivalent, 100% candled
Frozen Eggs	USDA inspected
Milk	Pasteurized Grade A
Fruit and Vegetables	
Fresh Fruits & Vegetables	Selected according to written specifications for freshness, quality, and color - U.S. Grade A Fancy
Canned Fruits & Vegetables	U.S. Grade A Choice Fancy (fruit to be packed in light syrup or natural juices)
Frozen Fruits & Vegetables	U.S. Grade A Choice or better
Staple Groceries	To be a quality commensurate with previously listed standards.
Baked Products	
Bread, rolls, cookies, pies, cakes and pudding either prepared or baked on premises or purchased	Must have a quality level commensurate with meeting USDA breakfast and lunch requirements as applicable

2. Geographical Preference Option

Check this Box if Choosing a Geographical Preference:

a. The SFA seeks to increase its purchase of seasonal, unprocessed fresh fruits and raw vegetables as part of the Farm to School Program. Reasons for purchasing local products include the potential cost savings, nutrition education for students, and quality of product.
Unprocessed: includes, but is not limited to, refrigerating, adjusting size (peeling, slicing, dicing, cutting, chopping), washing, packaging and adding ascorbic acid or other preservatives to prevent oxidation of produce.

b. The SFA is interested in the following locally and/or regionally grown products listed in the table below (specific products must be indicated, i.e. broccoli rather than vegetables):

c. The FSMC will make every effort to provide the SFA with locally grown and/or regionally grown products in the following order:

   i. Locally Grown

   ii. Regionally Grown

d. All products provided pursuant to this geographic preference shall be labeled with their place of origin, including the grower name and address, the state or area of production on each case, and/or the invoice, delivered.

e. Locally and/or regionally grown products should be generally free from insect damage and decay. Flexibility on grading for produce shall comply with USDA guidance. Produce items are to be rinsed, cleaned, and packed in appropriate commercial produce packaging such as waxed cardboard boxes or sanitary, reusable bins. The effects of the following food handling 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(2) 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.

O. Equipment

Check one of the following regarding equipment investment required of the FSMC by the SFA:

☑ The **SFA <u>is not</u> requesting the** FSMC to propose the purchase of equipment. The FSMC **may not** propose the purchase of equipment in its proposal and equipment **may not be charged, directly or indirectly, to the SFA at any point during the contract.**

☐ The **SFA is requesting** the FSMC to propose and purchase equipment necessary for the implementation or enhancement of the food service operation. The proposed equipment must be detailed, including acquisition cost, on the FSMC Proposed Equipment form and included in the Response and Projected Operating Statement (Form 23).

☐ The **SFA is requesting** the FSMC to purchase the equipment listed on the SFA Requested Equipment page. The requested equipment must be included in the Response and Projected Operating Statement (Form 23).

☐ The **SFA is requesting** the FSMC to purchase the equipment listed on the SFA Requested Equipment page and to propose and purchase equipment necessary for the implementation or enhancement of the food service operation. Both the requested equipment and the proposed equipment must be included in the Response and Projected Operating Statement (Form 23).

Any equipment and/or installation costs not included in the RFP, Form 23, and the FSMC proposal may <u>not</u> be charged, directly or indirectly, to the SFA at any point during the contract. All equipment purchases must be procured following State and Federal procurement requirements.

The SFA shall seek pre-approval from the DFN for each item of equipment costing $5,000 or greater (unless on the Pre-Approved Equipment List) prior to its purchase through the Capital Expenditure Request process if school food service funds are going to be used, regardless of whether the SFA or the FSMC is purchasing the equipment.

The FSMC shall make a financial commitment/investment to the SFA in an amount not to exceed the total amount listed on the FSMC Proposed Equipment form, included in the Response and Projected Operating Statement (Form 23), and, if requested, the SFA Requested Equipment form. Any equipment purchased by the FSMC shall be purchased as a "sale-for resale" to the SFA. Title to equipment shall vest in the SFA upon such resale when the equipment is placed in service. The SFA acknowledges that it is a tax-exempt entity and will provide the FSMC with a copy of the appropriate tax-exempt certificate. The financial commitment/investment shall be amortized on a straight-line basis over a period of five (5) years, commencing upon the date the equipment is placed in service. The amortization will be charged to the SFA as a direct cost and will be billed to the SFA **in addition** to the operating costs on a monthly basis. **Only Equipment purchased by the FSMC in the Base Year of the contract can be amortized.**

Should this contract expire or be terminated by either party for any reason whatsoever, prior to the complete amortization of the financial commitment/investment, the SFA shall, in the SFA's sole discretion, either (a) reimburse the FSMC for the total unpaid balance of the financial commitment/investment as of the date of expiration or termination; or (b) continue to make payments under the monthly **amortization schedule until the financial commitment/investment is fully paid;** or (c) deliver the equipment funded by the financial commitment/investment to the FSMC in full release of the unpaid balance.

P. Staffing Options

Check the option which applies to the SFA's staffing needs:

a. Option I

☑ Check this box if the FSMC provides Management and Hourly Employees as stated below:

FSMC Personnel:

i. The FSMC shall provide and pay a staff of its management and operational employees assigned to duty on the SFA's premises for efficient management of the Food Service Program. The FSMC's employees will be subject to the rules and regulations of the SFA while on the SFA's premises. However, the FSMC shall set the terms and conditions of employment for its employees.

ii. The FSMC shall include all costs it incurs in connection with its employees assigned to duty on the SFA's premises, including wages and benefits, as a Direct Cost of operations included in the Financial Obligation.

iii. Responsibilities: refer to the Cost Reimbursable Cost Responsibility Summary and the FSMC/SFA Activity Responsibility Summary contained herein.

b. Option II

☐ Check this box if the FSMC provides Management and the SFA provides Hourly Employees as stated below:

FSMC Personnel:

i. The FSMC shall provide and pay a staff of its management employees assigned to duty on the SFA's premises for efficient management of the Food Service Program. The FSMC's management employees will be subject to the rules and regulations of the SFA while on the SFA's premises. However, the FSMC shall set the terms and conditions of employment for its employees.

ii. The FSMC shall include all costs it incurs in connection with its employees assigned to duty on the SFA's premises, including wages and benefits, as a part of its Direct Cost of operations included in the Financial Obligation.

iii. Responsibilities: refer to the Cost Reimbursable Cost Responsibility Summary and the FSMC/SFA Activity Responsibility Summary contained herein.

SFA Personnel:

i. All other supervisory and non-supervisory food service staff shall be SFA employees. Such employees shall be supervised on the SFA's behalf by the FSMC's management employees; provided, however, the SFA shall retain the exclusive right to control the terms and conditions of the employment of such supervisory and non-supervisory employees, including, but not limited to, control over their hiring, firing, promotion, discipline, levels of compensation and work duties.

ii. The SFA shall maintain accurate, timely, and detailed records of personnel and other payroll costs for its employees assigned to the Food Service Program, and may grant the FSMC access during regular business hours, to such books and records.

iii. The SFA shall approvethe timely hiring of all SFA employees to fill vacant positions in order to minimize overtime wages.

iv. Responsibilities: refer to the Cost Reimbursable Cost Responsibility Summary and the FSMC/SFA Activity Responsibility Summary contained herein.

v. SFA Labor Expense: $

Indicate the dollar amount that is paid from Fund 60 or the Nonprofit School Food Service Account and is part of the expenses for the program included on the Response and Projected Operating Statement Form 23.

c. Option III

☐ Check this box if the FSMC or SFA provides Management and both the FSMC and the SFA provide Operational Employees as stated below and included on Form 372:

FSMC Personnel:

i. The FSMC shall provide and pay a staff of its management and operational employees assigned to duty on the SFA's premises for efficient management of the Food Service Program. The FSMC's employees will be subject to the rules and regulations of the SFA while on the SFA's premises. However, the FSMC shall set the terms and conditions of employment for its employees.

ii. The FSMC shall include all costs it incurs in connection with its employees assigned to duty on the SFA's premises, including wages and benefits, as a part of its Direct Cost of operations included in the Financial Obligation.

iii. Responsibilities: refer to the Cost Reimbursable Cost Responsibility Summary and the FSMC/SFA Activity Responsibility Summary contained herein.

SFA Personnel:

i. All other supervisory and non-supervisory food service staff shall be SFA employees. Such employees shall be supervised on the SFA's behalf by the FSMC's management employees; provided, however, the SFA shall retain the exclusive right to control the terms and conditions of the employment of such supervisory and non-supervisory employees, including, but not limited to, control over their hiring, firing, promotion, discipline, levels of compensation and work duties.

ii. The SFA shall maintain accurate, timely, and detailed records of personnel and other payroll costs for its employees assigned to the Food Service Program, and may grant the FSMC access during regular business hours, to such books and records.

iii. The SFA shall approve the timely hiring of all SFA employees to fill vacant positions in order to minimize overtime wages.

iv. Responsibilities: refer to the Cost Reimbursable Cost Responsibility Summary and the FSMC/SFA Activity Responsibility Summary contained herein.

v. SFA Labor Expense: $

Indicate the dollar amount that is paid from Fund 60 or the Nonprofit School Food Service Account and is part of the expenses for the program included on the Response and Projected Operating Statement Form 23.

Staff Conversion: (Applicable to Option III only)

i. The SFA shall designate if current SFA food service employees, including site and area managers, will be retained by the SFA or be subject to employment by the FSMC. Should the SFA want SFA employees to b e subject to employment by the FSMC, the SFA will complete the SFA Labor and Benefits section of the NJ Workbook for FSMC RFP (Form 372). The FSMC will complete the FSMC Labor and Benefits Form located in the Response and Projected Operating Statement (Form 23) and submit it with its proposal.

ii. Should the SFA desire all food service positions to be filled by FSMC staff, the SFA reserves the right to require that current SFA food service employees be considered by the FSMC for continued employment on a fair trial basis. Those employees who do not meet the FSMC's standards and those in excess of the number required for efficient operation shall not be retained.

iii. As SFA staff leaves, at the SFA discretion, the SFA may request that replacement employees be placed on the FSMC payroll. Should this occur, the FSMC will calculate the actual payroll cost based upon the employee's compensation and payroll costs. The FSMC will provide the SFA with a detailed monthly billing of all such costs and charges, which the SFA shall review, approve, and, if in order, pay.

Q. Bonuses and Incentives

Complete the applicable option:

The SFA:

☐ **does not agree** to bonuses and incentives being **paid to the FSMC and/or SFA food service employees (if allowable)** and included as part of the FSMC cost of operation in the Response and Projected Operating Statement (Form 23).

☑ **agrees** to bonuses and incentives being **paid to the FSMC and/or SFA food service employees (if allowable)** and included as part of the FSMC cost of operation in the Response and Projected Operating Statement (Form 23).

The SFA must state below the type of bonuses and/or incentives allowed as well as the positions eligible to receive these bonuses and/or incentives. Positions listed should be employees directly responsible for the preparation of meals for the SFA.

Type of Bonus/ Incentives	Eligible Position
merit	food service director
merit	food service workers

The Total Cost of bonuses and/or incentives for the year must be detailed on the Response and Projected Operating Statement (Form 23CR)

Grand Total dollar amount allowed for all positions combined: $ **500.00**

II Standard Terms and Conditions

A. General Terms

1. The FSMC shall operate in conformance with the SFA's Policy Statement and Program Agreement with NJDA.
2. The FSMC shall be an independent contractor and not an employee of the SFA. The employees of the FSMC are not employees of the SFA.
3. The food service provided by the FSMC shall be operated and maintained as a resource to the SFA's students, faculty, and staff and not as a source of profit to the FSMC.
4. The FSMC shall comply with the rules, regulations, policies, and instructions of NJDA and the USDA, and any additions or amendments thereto, including, but not limited to 7 CFR Parts 210, 215, 220, 225, 226, 245, and 250; and 2 CFR Parts 200, 400, 415, 417, and 418 as applicable.
5. All income accruing to the food service program as a result of payments by children and adults, Federal and State reimbursements, and all other income from sources such as donations, catering, grants, loans, etc., shall be deposited and credited into the SFA's food service account. Any profit or guaranteed return shall remain in the SFA's non-profit food service account. This is a non-profit program and, as such, the SFA's food service account should retain a maximum balance of three (3) months average operating expenses as is required in 7 CFR 210.9(b)(2).
6. It is the responsibility of the SFA to develop a policy regarding Unpaid Meal Charges. Responsibilities of the SFA and FSMC regarding notification and collection of debt is indicated on the FSMC/SFS Activity Responsibility Summary contained herein.

   Anticipated Unpaid Meal Charges for SY2025-2026: **5,000.00**

7. **Guarantee**: The documentation (budget) supporting the Guarantee is to be submitted on the Response and Projected Operating Statement (Form 23). The FSMC's guarantee (breakeven, return, or loss) dollar amount is documented on page 1 of the Response and Projected Operating Statement (Form 23). The estimated yearly income must support the stated guarantee. If the FSMC proposes a guaranteed return, loss, or breakeven, it must be **unlimited**. Guarantee options are listed below:

   a. **Guaranteed Loss**: The FSMC guarantees that the SFA's invoiced Financial Obligation as stated on the monthly operating statement for the current year shall exceed gross receipts for the current year by no more than stated and documented in the Response and Projected Operating Statement (Form 23). The FSMC agrees to reimburse the SFA for the amount by with the SFA's actual deficit for the current year is greater than the Guaranteed Deficit for the current year.

   b. **Guaranteed Breakeven**: The FSMC guarantees that the SFA's invoiced Financial Obligation as stated on the monthly operating statement for the current year shall, at a minimum, equal the SFA's documented gross receipts for the current year.

   c. **Guaranteed Return**: The FSMC guarantees that the documented gross receipts for the current year shall exceed the SFA's invoiced Financial Obligation as stated on the monthly operating statement for the current year by at least the amount stated and documented in the Response and Projected Operating Statement (Form 23). The FSMC agrees to reimburse the SFA for the amount by which the SFA's actual return for the current year is less than the Guaranteed Return for the current year.

   d. **No Guarantee**

8. **Guarantee Conditions and Assumptions**: The FSMC's obligation to reimburse the SFA shall remain in effect only during the Current Year and is contingent upon the following conditions and assumptions remaining in effect for the current year. **In the event one or more of the following conditions and assumptions does not remain in effect for the current year, the FSMC may adjust its Guarantee to the SFA. Documentation must be provided.**

   a. Reimbursement rates for food service program meals will not be less than those stated in the RFP.

   b. The per meal commodity value of USDA donated foods **offered** will no be less than the per meal commodity value of USDA donated foods received during the prior year.

   c. The number of full-service days on which breakfast and lunch are served for the Current Year will remain materially consistent with the Estimated Minimum Number of Serving Days listed in section (h) below. The participation and number of service day estimates for the SFSP and CACFP shall be excluded from the Guarantee assumptions.

   d. The average daily student enrollment for the Current Year will remain materially consistent with the number stated in the **NJ Workbook for FSMC RFP** (Form 372).

   e. The number of students eligible to receive free and reduced-price meals compared to the total student enrollment will not change substantially from that provided in the RFP.

   f. The SFA will continue to receive, if applicable, the additional eight cents ($0.08) per meal reimbursement for each lunch meal served as authorized by the Healthy Hunger-Free Kids Act of 2010 and shall include such reimbursement in the calculation of Gross Receipts.

   g. The SFA will not require the FSMC to take an action which will cause the cost of wages and/or benefits for the FSMC's food service employees to exceed the levels set forth in the attached Response and Projected Operating Statement (Form 23).

   h. The selling prices of school breakfast, lunch, and after school snacks will be no less than the meal prices listed in the table below:

	Paid Student Breakfast Price	Estimated Minimum # Serving Days	Paid Student Lunch Prices	Estimated Minimum # Serving Days	Paid Student After School Snack Prices
Elementary School (s)	1.60	177	3.90	177	
Middle/ Jr. High School (s)					
High School (s)					

i. The SFA will not allow students to leave campus for meal periods or receive delivery of commercial foods on campus during meal periods except as already stated and allowed at the time of the submission of the FSMC's proposal.

j. The SFA will not block schedule during lunch periods not already so scheduled at the time of the submission of the FSMC's proposal, unless the possibility of block scheduling is noted in the RFP.

k. There will be no changes in Federal or State regulations which cause financial impact to the Food Service Program.

9. The SFA and the FSMC agree that this is neither a "cost-plus-a-percentage-of-income" nor a "cost-plus-a-percentage-of-cost" contract in accordance with 7 CFR 210.16(c).

10. The SFA shall retain control of the Child Nutrition (CN) programs covered under this contract, the food service account and the overall financial responsibility for the CN programs. **The SFA shall not relinquish this, or any accompanying responsibility, to the FSMC.**

11. The SFA shall establish all selling prices, including price adjustments, for all reimbursable and non-reimbursable meals, milk and a la carte (including vending, adult meals, contract meals, and catering) prices. (Exception: Non-pricing programs need not establish a selling price for reimbursable meals and/or milk.) **These prices shall not be established by the FSMC.**

12. The FSMC shall cooperate with the SFA in promoting nutrition education and coordinating the SFA's food service with classroom instruction. The FSMC shall comply with the SFA's Local Wellness Policy, including the nutrition guidelines, as required.

13. The SFA may make reasonable requests of the FSMC with respect to the improvement of the operation of the food service program.

14. The SFA reserves the right to add or delete locations of food service from the list of schools included in the RFP as conditions may change. It is duly noted by the SFA that such action may result in a material change which will require rebidding for the services provided under this contract. The SFA shall consult with its legal counsel in making this determination.

15. The FSMC shall make substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet and for non-disabled students who are unable to consume regular lunch because of medical or other special dietary needs. Substitutions shall be made on a case-by-case basis when supported by a medical statement with the required information. There will be no additional charge to the student for such substitutions.

16. The SFA is solely responsible for fulfilling terms and conditions of all contractual agreements the SFA enters into in connection with the CN programs.

17. This contract shall be construed under the laws of the State of New Jersey. Any action or proceeding arising out of this contract shall be heard in the appropriate courts of the State of New Jersey.

18. The FSMC shall comply with the provisions of the RFP terms and specifications, which are hereby incorporated into this contract.

19. No provision of this contract shall be assigned or subcontracted without prior written consent of the SFA and the DFN.

20. No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.

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

22. The SFA shall be responsible for ensuring the resolution of USDA and DFN CN program review and audit findings. The FSMC shall assist in resolutions when requested.

23. This contract shall be reviewed and approved by NJDA prior to execution.

B. Signature Authority

1. The SFA shall retain signature authority for all documents necessary to participate in the CN programs, including but not limited to the Policy Statement and Program Agreements, the Free and Reduced-Price Policy Statement, the Application Packet, the School Food Distribution Agreement, the Verification Report, as well as the on-line submission of contracts and other reports and any requests to NJDA to amend these documents.
2. The SFA shall retain signature authority for the Monthly Claim for Reimbursement and shall submit it in the School Nutrition Electronic Application and Reimbursement System (SNEARS).
3. The SFA is responsible for reviewing the data on the Edit Check Worksheet(s) prior to the submission of the monthly Claim for Reimbursement.

C. Free and Reduced-Price Meals Policy; Point of Service Meal Count

1. The SFA shall be responsible for the establishment and maintenance of the free and reduced-price meals' eligibility roster. **This may not be delegated to the FSMC.**

2. The FSMC shall implement an accurate point of service ("POS") meal and milk count using the meal counting system submitted by the SFA in its application to participate in the CN programs and approved by the DFN, as required in 7 CFR 210.7(c). Such meal and milk counting system must eliminate the potential for the overt identification of free and reduced-price eligible students in accordance with 7 CFR 245.8 and must prevent erroneous meal counts. **The FSMC is responsible for ensuring meals are not being claimed for students when they are not in attendance at the time of the meal or do not receive a reimbursable meal.** ***The SFA must have a system in place to monitor this.***
3. The SFA shall be responsible for the completion, distribution, and collection of the parent letter and household application for free and reduced-price meals and/or free milk. **This may not be delegated to the FSMC.**
4. The SFA shall be responsible for completing Direct Certification matches in SNEARS within the State Agency's mandated timeframes, as required throughout the school year, for use to determine eligibility for free meals without obtaining a household application for free and reduced-price meals and/or free milk from a parent or guardian. **This may not be delegated to the FSMC.**
5. The SFA shall be responsible for verifying household applications for the determination of eligibility for free and reduced-price meals and free milk and all follow-up activities. The SFA will not disclose confidential student and/or household information to the FSMC, in accordance with 7 CFR Part 245. The SFA will provide the FSMC with a list of eligible students. This list will be updated by the SFA when changes occur in a student's eligibility status. **These responsibilities may not be delegated to the FSMC.**
6. The SFA shall be responsible for conducting any hearings related to eligibility determinations for free and reduced-price meals and free milk. **This may not be delegated to the FSMC.**

D. USDA Donated Foods

1. The SFA shall retain title to all USDA federally donated foods. USDA donated foods will accrue only to the benefit of the SFA's non-profit food service and be fully utilized therein. 7 CFR 210.16(a)(6).
2. The School District understands that a change in a Food Service Management Company (FSMC) or School District Administration, at any time during the school year will not change the commodity selections and does not guarantee NJDA will have the ability to make the requested changes. NJDA will review internal programs and make a determination if a change can be accommodated, and work with the School District and FSMC to the best of their ability.
3. All USDA donated foods received for us 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).
4. The SFA shall confirm the value of the donated commodities. The values are to be based on the values at the point the SFA received the commodities from the New Jersey Department of Agriculture (NJDA), and on USDA commodity prices pertinent to the time period.

5. The FSMC shall perform the following activities related to USDA donated foods and shall perform such activitie in accordance with the applicable requirements in 7 CFR Part 250.50(d):

   a. Prepare and serve meals;

   b. Order and/or select USDA donated foods in coordination with the SFA;

   c. Provide storage and inventory management of donated foods;

   d. Pay processing fees, submit refund requests to a processor on behalf of the SFA, or remit refunds for the value of donated foods in processed end products to the SFA; and

   e. Procure processed end products on behalf of the SFA.

6. 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 that the donated foods, in the SFA's food service. 7 CFR 250.53(a)(6).

7. 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).

8. The SFA, the New Jersey Department of Agriculture Food Distribution Program (the "Distributing Agency"), the USDA, the Comptroller General, or their duly authorized representatives, may perform on-site reviews of the FSMC's food service operation, including the review of records, to ensure compliance with the requirements for the management and use of donated foods. 7 CFR 250.53(a)(10).

9. Upon termination of this 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).

10. The SFA shall ensure that the FSMC is in compliance with the requirements of 7 CFR Part 250 through its monitoring of the food service operation, and the SFA shall conduct a reconciliation at least annually, and upon termination of this contract, to ensure that the FSMC has credited it for the value of all donated foods recevied 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).

11. The FSMC shall comply with the DFN Food Distribution Agreement for Distribution and Use of USDA Foods found in SNEARS on the NJDA website.

E. Crediting for and Use of Donated Foods

1. The FSMC shall credit, by disclosure, the SFA for the full value of all USDA donated foods received for use in the SFA's meal service in the school year (including entitlement, bonus foods, Warehouse Donated Foods, Processed Donated Foods, and DOD Produce); and shall maintain backup documentation to subtantiate the credit.

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

2. The FSMC shall credit, by disclosure, the SFA for the value of USDA donated foods contained in processed end products if the FSMC is required to:
   a. Procure processed end products on behalf of the SFA, or
   b. Act as an intermediary in passing the donated food value in processed end products to the SFA.

3. In crediting by disclosure, the SFA for the value of USDA donated foods, the FSMC shall use the market value of donated foods as identified on the Monthly Warehouse Market Value Report from the New Jersey Department of Agriculture Food Distribution Program. In crediting by disclosure for the value of USDA donated foods contained in processed end products, the FSMC shall use the annual pass thru value listed on the processor's approved SEPDS (State End Product Data Schedule) for the appropriate school year. 7 CFR 250.51(c).

4. In accordance with 7 CFR 210.21(f)(1)(iv), invoices must clearly display all applicable credits to the SFA.

F. Inventory, Storage and Record Retention of USDA Donated Foods

1. The FSMC shall maintain adequate storage procedures, inventory, and control of USDA donated foods in conformance with the SFA's agreement with NJDA and will comply with the storage and inventory requirements for donated foods in 7 CFR 250.14.
2. 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(c). 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).
3. The SFA and the FSMC shall maintain the following records relating to the use of donated foods, with the exception of (d), which applies to the FSMC only:
   a. The donated foods and processed end products received and provided to the FSMC for use in the SFA's food service.

b. Documentation that the FSMC has credited, by disclosure, the SFA for the value of all donated foods received for use in the SFA's food sercice in the school year, including the value of donated foods contained in processed end products.

c. The actual value of donated food received and credited by disclosure.

d. The FSMC must maintain documentation of its procurement of processed end products on behalf of the SFA, as applicable.

G. Contract Renewal

1. All contract renewals shall be for a period of one year beginning July 1st and ending June 30th, with mutual agreement between the SFA and the FSMC. **Renewal contracts cannot be effective prior to the date of final approval by the DFN and execution by both parties.**

2. The SFA and the FSMC may negotiate at the end of each one-year contract period for a cost increase. 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, which is the date of the Board Meeting approving the FSMC contract renewal for Public and Charter Schools and/or the date when the renewal is signed by the SFA for Non-Public Schools. All other terms and conditions of the contract shall remain substantially the same.

3. Renewal year contracts are contingent upon fulfillment of all contract provisions. If the DFN determines during an Administrative Review, Procurement Review, audit, or other program review that the FSMC is not meeting contractual obligations and is responsible for non-compliance of program regulations, the DFN may decline to approve a renewal contract until it can be demonstratied that the FSMC is capable of meeting contractual obligations and complying with program regulations.

H. Contract Renewal Assumptions

The contract renewal is based upon existing conditions remaining the same and the following assumptions:

1. The SFA's policies, practices, and food service requirements will remain materially consistent throughout the contract renewal term. The term "materially consistent" shall mean that a change does not (1) materially increase the FSMC's cost of providing management services, or (2) materially decrease the net revenue derived from the food service operation.

2. Legislation, regulations, and reimbursement rates that create changes in the school lunch program will be enforced on their effective date.

3. Usable USDA commodities of adequate quality and variety required for the menu cycle, valued at an amount set forth by the USDA per meal pattern for the contract renewal term, will continue to be available.

4. The Federal meal reimbursement rates in effect will remain materially consistent throughout the contract renewal term.

5. Meal components and quantities required by any of the CN programs selected in this RFP/Contract to operate will remain consistent in contract renewal years.

6. Service hours, service requirements and the type and number of facilities selling food and/or beverages on the SFA's premises will remain materially consistent throughout the contract renewal term.

7. The average daily student enrollment for the Renewal Year will be within two percent of what is stated on the NJ Workbook for FSMC RFP (Form 372) in the RFP.

8. The projected estimated minimum number of full feeding days noted in section A.7.(h) above will remain materially consistent in contract renewal years.

I. Health Certifications

1. The SFA shall maintain all applicable health certifications on its facilities and shall ensure that all state and local regulations are being met by the FSMC preparing or serving meals at any SFA facility. 7 CFR 210.16(a)(7). All certifications shall be posted in a prominent place within the Food Service Facilities.

2. The FSMC shall maintain state and/or local health certifications for any facility outside the SFA in which it proposes to prepare meals and shall maintain this health certification for the duration of the contract as required by 7 CFR 210.16(c)(2).

3. The FSMC shall adhere to the Food Safety Plan implemented by the SFA for the preparation and service of school meals, using a Hazard Analysis and Critical Control Point (HACCP) system.

4. The FSMC agrees to allow at least two health inspections to be conducted by the New Jersey Department of Health at every site involved in school meal preparation and/or service.

5. The SFA shall immediately correct any problems found as a result of a health inspection. The FSMC must support the SFA and cooperate with all required corrections.

J. Meals

1. The FSMC shall serve meals on such days and at such times as requested by the SFA.

2. The SFA reserves the right to cancel or shorten any school day. A twenty-four (24) hour notice will be given to the FSMC in non-emergency situations.

3. The SFA shall retain control of the quality, extent, and general nature of the food service.

4. The SFA reserves the right to change all but the senior high school lunch program from an "offer" program to a "serve" program at any time it deems to do so.

5. The SFA reserves the right to make any grade level changes it deems necessary.

6. The FSMC shall offer free, reduced price and paid reimbursable meals to all eligible childran participating in the CN programs.

7. The FSMC shall provide meals in the CN programs that meet the requirements as established in 7 CFR Parts 210, 215, 220, and if applicable, 7 CFR Parts 225 and 226.

8. The FSMC shall provide the specified types of service in the schools and/or sites listed on the completed NJ Workbook for FSMC RFP (Form 372).

9. The FSMC shall promote maximum participation in the CN programs.

10. The FSMC shall sell on the premises only those foods and beverages compliant with the Smart Snacks in School regulations and authorized by the SFA, and only at times and places designated by the SFA. A la Carte pricing shall be approved by the SFA.

11. No payment will be made to the FSMC 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 in the meal pattern, or do not otherwise meet the requirements of this contract.

K. Books, Records, Reports, and Audits

1. The FSMC shall maintain and provide to the SFA, upon request, detailed (itemized) documented cost records (supported by invoices, receipts, etc.). The FSMC shall provide to the SFA a detailed accounting of meals supported by POS meal records, edit check worksheets and POS sales records to document meal equivalents no later than the tenth (10th) calendar day succeeding the month in which services were rendered. Participation records shall be submitted no later than the fifth (5th) working day succeeding the month in which services were rendered. The SFA shall perform edit checks on the participation records provided by the FSMC prior to the preparation and submission on-line of the Claim for Reimbursement. The SFA shall reconcile Edit Check Worksheets and daily/monthly meal counts against student attendance records and daily transaction worksheets/logs.

2. The FSMC shall maintain such records as the SFA will need to supports its Claim for Reimbursement. Records available for review must include: daily sales records (using the calendar month from 1st day of the month through the last day of the month), Edit Check Worksheets and any documents used to prepare the monthly reimbursement claim. Such records shall be made available to the SFA upon request.

3. The FSMC shall maintain and provide to the SFA detailed (itemized) documented cost records (supported by vendor invoices, receipts, certified payroll, etc.) and a monthly operating statement.

4. Should the SFA have any concern as to the FSMC's compliance with Federal and State laws and regulations as a result of internal audits, monitoring, an Administrative Review, or a Procurement Review conducted by NJDA, the SFA shall have the right to request an audit of the FSMC and to select the auditor(s) to perform the audit. The FSMC will be responsible for the payment of all costs that occur as a result of this audit.

5. The SFA and the FSMC must provide all documents required for the independent auditor to conduct the SFA's single, program, or financial audit.

6. The FSMC shall make all records available, upon request, to the SFA at any reasonable time and place for inspection and audit by representative of the SFA, State Agency, USDA and Comptroller General; and all records must be retained for a period of three (3) years from the date the SFA receives final payment for the fiscal year. In instances where audit or investigation findings have not been resolved, the records must be retained beyond the three-year period until resolution of the issues raised by the audit or investigation. When applicable, the FSMC shall abide by the five (5) year retention period and other requirementst of N.J.A.C. 17:44-2.2.

7. The FSMC shall not remove Federally or State required records from the SFA premises. Upon contract termination, the FSMC must leave copies of the food service program records at the SFA premises.

8. The SFA will be responsible for ensuring resolution of program review and audit findings.

L. Employees/Personnel

1. Staffing and Personnel Requirements

a. The SFA Minimum Staffing Requirements page contained herein and shall include all required positions, the number of desired employees, and the labor hours, by location. All staffing patterns shall be mutually agreed upon.

b. The FSMC has provided the SFA with a schedule of employees, positions, assigned locations, salaries, and hours to be worked as part of its proposal. Specific locations and assignments shall be provided to the SFA two full calendar weeks prior to the commencement of operation. The FSMC shall provide scheduling updates monthly. The FSMC shall not hire employees in excess of the number required for efficient operation.

c. The SFA reserves the right to interview and approve the on-site food service manager/director.

d. The FSMC shall be responsible for training all personnel, including SFA employed staff.

e. The SFA and FSMC shall ensure that all food service employees meet, at all times, the SNP Professional Standards requirements. All trainings must be documented. 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. (7 CFR 210.30) At a minimum:

   i. All program directors shall complete twelve (12) hours of continuing education and training each year;

   ii. All managers shall complete ten (10) hours of continuing education and training each year;

   iii. 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

   iv. All staff that works less than twenty (20) hours per week shall complete four (4) hours of continuing education and training each year.

   v. The FSMC shall also ensure that all new School Nutrition Program Directors hired on or after July 1, 2015 meet the minimum education and prior training standards 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.

f. The FSMC shall maintain its own personnel and fringe benefits policies for its employees. A copy of these policies must be submitted with the FSMC proposal.

g. The SFA shall provide sanitary toilet and hand washing facilities for all employees.

h. The SFA shall have the right to require the immediate removal of any FSMC employee(s), by the FSMC, for unsatisfactory performance or conduct considered by the SFA to be detrimental to the physical, mental or moral well-being of students, staff and faculty, provided the demand to do so is submitted in writing to the FSMC. In the event of the absence, termination, removal or suspension of any employee, the FSMC shall immediately restructure the food service staff without disruption of service.

i. The SFA shall ensure that all SFA and/or FSMC personnel assigned to the food service operation in each school shall be instructed in the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas.

j. The use of student workers or students enrolled in vocational classes in the food service shall be mutually agreed upon by the SFA and FSMC.

k. To the extent required by law, the FSMC shall apply to its employees and prospective employees assigned to work on SFA premises (the "FSMC Applicants") the standards of employability set forth under N.J.S.A. 18A:6-7.1 (the "New Jersey law") relating to background checks of prospective employees and the prohibition of employment of individuals with a record of conviction of certain enumerated offenses. In order to comply with the New Jersy law, all FSMC applicants will be required to submit fingerprints to the authorities delineated under New Jersey law in order for the requisite state and national background checks to be conducted. **All costs associated with the background checks shall be the responsibility of the FSMC and/or the FSMC applicant.**

l. To the extent required by law, the FSMC shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act-N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, the SFA Anti-Bullying Policy, and the Prevention and Intervention of Harassment, Intimidation, and Bullying policies of the New Jersey State Board of Education.

m. All FSMCs whose employees have regular contact with students shall comply with the Employment Requirements of school employees mandated in N.J.S. A. 18A:6-7.6 to 18A:6-7.10.

n. The FSMC and SFA agree that neither shall hire food service supervisory employees of the other for the term of this contract and six (6) months thereafter.

M. Monitoring

1. The SFA shall monitor the food service operation of the FSMC through periodic on-site visits to ensure that the food service is in conformance with USDA program regulations. If there is more than one site, the SFA shall conduct on-site reviews of the counting and claiming system used by each site no later than February 1st of each year as required by 7 CFR 210.8.

2. The records necessary for the SFA to complete the required monitoring activities must be maintained on-site by the FSMC and must be made available to the Auditor General, the USDA, NJDA, and the SFA upon request for the purpose of auditing, examination, and review.

3. The SFA shall complete the SFA/FSMC Monitoring Form (Form 330) at least twice during the school year.

N. Menus; Advisory Boards

1. The FSMC must comply with the 21-day cycle menu developed by the SFA for the programs included in this RFP and Contract (the exception to this would be the SFSP which only requires an 11-day menu). Changes made by the FSMC after the first 21-day cycle must be approved by the SFA. The SFA shall approve menus no later than two weeks prior to the intended meal service.

2. The SFA shall establish an advisory board composed of students, teachers, and parents to periodically meet and assist in menu planning. The FSMC shall participate in these periodic meetings as deemed appropriate by the SFA.

O. Inventory, Equipment, Storage and Use of Facilities

1. The FSMC shall maintain ownership of the inventory of food and supplies. The SFA will pay for food and supplies as they are used.

2. The SFA will make available, without any cost or charge to the FSMC, areas of the premises agreeable to both parties in which the FSMC shall render its services.

3. The SFA reserves the right, at its sole discretion, to sell or dispense food or beverages, provided such use does not interfere with the operation of the CN programs and is not prohibited by Local Wellness Policies and State or Federal regulations.

4. The FSMC and the SFA shall inventory the equipment and commodities owned by the SFA at the beginning of the school year, including, but not limited to, silverware, trays, chinaware, glassware, and/or kitchen utensils.

5. The FSMC shall maintain the inventory and other opertating items necessary for the food service operation at the levels specified by the SFA.

6. The SFA will repair and maintain non-expendable equipment except when damages result from the use of less than reasonable care by the employees of the FSMC.

7. The FSMC shall provide the SFA with one set of keys for all food service areas secured with locks.

8. The SFA shall provide the FSMC with local telephone service.

9. The SFA shall furnish and install any equipment and/or make any structural changes needed to comply with Federal, State, or local laws, ordinances, rules and regulations.

10. All food preparation and serving equipment owned by the SFA shall remain on the premises of the SFA.

11. The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA premises.

12. The FSMC shall notify the SFA of any equipment belonging to the FSMC on SFA premises within 10 days of its placement on SFA premises.

13. The SFA shall have access, with or without notice, to all the SFA's facilities used by the FSMC for purposes of inspection and audit.

14. The FSMC shall not use the SFA's facilities to produce food, meals, or services for other organizations without the approval of the SFA. If such usage is mutually acceptable, there shall be a signed agreement, which will stipulate the fees to be paid by the FSMC to the SFA for such facility usage.

15. If the SFA uses the facilities for extracurricular activities before or after the SFA's regularly scheduled meal service periods, the SFA shall return the facilities and equipment to the FSMC in the same condition as received, normal wear and tear expected. The FSMC may require an employee to be present and reimbursed by the SFA.

16. The SFA, upon termination or expiration of the contract, shall conduct a physical inventory of all equipment and commodities owned by the SFA.

17. The FSMC shall surrender to the SFA upon termination of the contract, all equipment and furnishings in good repair and condition.

18. The SFA shall be responsible for any losses, including USDA donated foods, which may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC.

P. Purchases, Rebates, Discounts and Credits

1. The FSMC will serve as the procurement agent for the SFA.

2. The FSMC shall comply with Federal procurement regulations to ensure full and open competition and may not serve as a vendor and procure from itself. 2 CFR 200.318-320.

3. This contract shall not prevent the SFA from participating in food co-ops or purchasing food from vendors with whom the FSMC normally does not do business.

4. The FSMC shall ensure that its allowable costs are in compliance with Federal and State laws and regulations.

5. The FSMC shall fully disclose all discounts, rebates, applicable credits, allowances, and incentives it has received. Allowable costs will be paid to the FSMC net of these discounts, rebates and other applicable credits. 7 CFR 210.21(f)(1)(i).

6. The FSMC shall 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).

7. The FSMC shall identify the amount and provide documentation of each discount, rebate, and other applicable credits on bills and invoices presented to the SFA for payment and individually identify and certify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. The FSMC shall report this information on the monthly invoice and operating statement in accordance with 7 CFR 210.21(f)(1)(iv).

8. To the extent that discounts, rebates and/or applicable credits are not previously credited to the SFA, the FSMC shall refund the amount of such discounts, rebates and/or applicable credits to the SFA subject to any necessary supplemental reconciliation between the FSMC and the SFA on the final operating statement provided by the FSMC to the SFA.

9. The FSMC shall maintain documentation of costs, discounts, rebates, and other applicable credits and/or alternate net pricing for individual items it procured from its commerical vendors, and shall furnish such documentation upon request to the SFA, State Agency, or USDA. 7 CFR 210.21(f)(1)(vi).

10. No expenditure shall be made from the non-profit 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). **The SFA is responsible for reviewing and verifying the monthly invoice and operating statement to ensure accuracy.**

Q. Payments/Invoices

1. The FSMC shall submit an itemized monthly invoice at the end of each month documenting the SFA's Financial Obligation including food purchases, labor and benefits costs, supplies and paper goods, and Administrative/Management Fee as included in the definition of Financial Obligation and consistent with the on-site records. Costs, charges, and expenses must be mutually agreeable to the SFA and the FSMC and be allowed by State and Federal regulations.

2. The SFA shall make payments within 30 business days of the invoiced date. Invoicing and/or payments may be made more frequently if allowed by the SFA's School Board policy. The payment of interest, insufficient fund charges, and late fees from the non-profit school food service account is prohibited.

3. Payment on an invoice shall not preclude the SFA from making a request for an adjustment for any cost found not to have been in compliance with the provisions of this contract, the RFP specifications, and applicable Federal and State laws.

4. The FSMC shall submit a monthly operating statement to the SFA itemizing income based on meal counts and cash sales. The operating statement shall also itemize the monthly allowable expenses and the Administrative/Management Fee (SFA's Financial Obligation).

5. The SFA shall monitor the monthly invoice, monthly operating statement and meal counts to ensure accuracy. The SFA shall perform periodic and year-end reviews and comparisons of the monthly operating statement to the FSMC's submitted budget (as detailed in the Response and Projected Operating Statement (Form 23)).

6. Should Operating Statements and invoices, provided to the SFA by the FSMC, reflect any billing period other than the first day of the month through the last day of the month, a reconciliation by the SFA shall be done at year end.

7. All invoice and payment documentation shall be retained on-site by the SFA.

8. Upon termination of the contract, all allowable outstanding amounts shall immediately become due and payable.

R. Catering

1. The FSMC may provide catering services for the SFA or outside groups when requested. These services shall not be provided to any outside group without prior approval from the SFA.

2. Catering is a **non-program expense**. As such, catering fees shall not be included in the monthly Financial Obligation. All catering costs will be in addition to the allowable costs on the monthly invoice and documented and billed to the SFA or sponsoring organization in a separate invoice.

3. Catering income cannot be included as part of the meal equivalent calculation for invoicing the SFA.

4. The SFA or sponsoring organization will be billed by the SFA using cost documentation for the actual cost of food, supplies, and labor, and the mutually agreed upon FSMC and/or SFA fee(s), if applicable, for providing such service. The SFA is responsible for issuing all catering invoices. All payments shall be made to the SFA.

5. USDA commodities shall not be used for catering functions.

S. Buy American

1. The FSMC shall purchase, to the maximum extent practicable, domestic commodities or products, which are
    i. an agricultural commodity produced in the United States (U.S.) or
    ii. a food product processed in the U.S. substantially using agricultural commodities produced in the U.S. ("substantial" means that over 51% of the product consists of agricultural commodities produced in the U.S.).

2. The FSMC may request approval from the SFA to purchase non-domestic commodities or food products **only** when one of the following exceptions is met:
    i. The commodity or food product is listed on the Federal Acquisitions Regulations (FAR) Nonavailable articles list found at 48 CFR 25.104 and/or is not produced or manufactured in the U. S. in sufficient and reasonably available quantities of a satisfactory quality; or
    ii. Competitive bids reveal the costs of a U. S. commodity or food product are significantly higher than the non-domestic product.

Approval to purchase non-domestic commodities or food products must be received from the SFA prior to purchase.

Requests for exceptions shall include the reason for the exception (lack of availability, limited supply, unsatisfactory quality, or price) along with
    i. the price of the domestic commodity or food product and
    ii. the price of the non-domestic food product that meets the required specifications of the domestic food product.

The FSMC must maintain documentation of all exceptions granted. However, items found on the Federal Acquisitions Regulations Nonavailable articles list, 48 CFR 25.104, are exempt from this requirement.

3. The total commercial food costs of nondomestic commodities or food products purchased pursuant to an approved exception shall not exceed, and are limited to, the following:

    10% in School Year 2025-2026 and School Year 2026-2027
    8% in School Year 2027-2028, School Year 2028-2029, and School Year 2029-2030

Items listed on the FAR Nonavailable articles list, 48 CFR 25.104, must be included in these nondomestic commodities and food products costs and percentages. The FSMC must maintain separate documentation off all nondomestic food purchases.

4. The SFA reserves the right to review vendor purchase records to ensure compliance with the Buy American provision.

T. Sanitation

1. The FSMC shall place garbage and trash in the containers in the designated areas as specified by the SFA.
2. The SFA shall remove all garbage and trash from the designated areas.
3. The party responsible for cleaning the kitchen and dining room areas shall be as indicated in the SFA/FSMC Activity Responsibility Summary form contained herein.
4. The FSMC shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance with the standards acceptable to the SFA and comply with all applicable laws, ordinances, regulations, and rules of Federal, state, and local authorities, including those related to recycling.
5. The FSMC shall comply with all local and state sanitation requirements in the preparation of food.

U. Emergency Closing

1. The SFA shall notify the FSMC of any interruption of utility service of which it has knowledge.
2. The SFA shall notify the FSMC of any delay in the beginning of the school day or the closing of the school(s) due to snow or other emergency situations. In the event of such an emergency, the SFA shall provide the FSMC with as much advance notice of the closure of delay as possible.

V. Non-Performance, Negligence, or Breach of Contract by the FSMC

1. In the event of the FSMC's non-performance under this contract and/or the 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. The FSMC shall reimburse the SFA the full amount of any meal over-claims and penalties assessed by the USDA and DFN which are attributable to the FSMC's negligence or violation of CN program regulations or breach of the contract terms, including those over-claims based on review or audit findings that occurred during the effective dates of the contract.

W. Term and Termination

1. The SFA or the FSMC may cancel this contract for cause by giving sixty (60) days' written notification.

2. The SFA may terminate this contract at any time by giving sixty (60) days' written notification to the FSMC setting forth the reason and the effective date of termination. Upon such termination, the SFA and the FSMC shall make settlement of all amounts due hereunder within 60 days of the invoice date.

X. Energy Policy and Conservation Act/Contract Work Hours and Safety Standards Act/Environmental Protection/Clean Air/Federal Water Pollution Control

1. The FSMC shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act. 42 U.S.C. 6201

2. The FSMC shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. Chapter 37) as supplemented by U.S. Department of Labor regulations 29 CFR Part 5.

3. The FSMC shall comply with the Clean Air and the Federal Water Pollution Control Acts (42 U.S.C. 7401-7671q. and 33 U.S.C. 1251-1387), as amended-Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) [Appendix II of 2 CFR 200(G)].

Y. Insurance

1. The FSMC shall be insured adequately to support the terms of the contract. The FSMC shall maintain the insurance coverage set forth herein for each accident. The insurance shall be provided by insurance companies authorized to do business in the state of New Jersey. A Certificate of Insurance of the FSMC's insurance coverage indicating these amounts must be submitted at the time of award.

2. The FSMC shall have in effect during all times under this agreement, comprehensive general liability insurance, including products and completed operations liability, contractual liability, and independent contractor's liability coverage and personal injury. Minimum coverage shall be $1,000,000 per incident/per person.

   a. Commercial General Liability - The FSMC shall provide a Commercial General Liability policy for general liability coverage for limits of not less that $1,000,000 per occurrence. Coverage shall be maintained without interruption from the date of commencement of the contract until the date of final payment.

      Enter the amount of coverage: **1,000,000.00**

   b. Workman's Compensation - The FSMC shall secure and maintain for the life of this agreement, valid Worker's Compensation Insurance as required by law.

      Enter the amount of coverage: **1,000,000.00**

   c. Vehicle Insurance - The FSMC shall secure and maintain during the life of this agreement, automobile liability insurance on all vehicles against bodily injury and property damage in the amount of at least $100,000 per person, $300,000 per occurrence.

      Enter the amount of coverage: **1,000,000.00**

3. The SFA shall be named as additional insured on the General Liability and Automobile insurance policies. The FSMC must provide a waiver of subrogation in favor of the SFA for General Liability, Automobile, and Worker's Compensation.

4. The FSMC shall provide fire and theft insurance at its own expense to cover any risk created by fire and/or theft to its property located on the premises of the SFA. The FSMC further agrees to provide all necessary fire and/or theft insurance to cover clothes, garments and other articles owned by their employees.

5. The contracts of insurance shall provide for notice to the SFA of cancellation of insurance policies 30 days before such cancellation is to take effect.

Insert additional insurance requirements, if applicable:

Z. Summer Food Service Program SFSP (IF APPLICABLE)

If this RFP is used to procure SFSP summer meals, the SFA's participation in the SFSP program must be indicated as either a program operating for SY 2025-2026 (SFSP 2025) or as a potential future program in a renewal year. If the SFA will be operating the SFSP for SY 2025-2026 (SFSP 2025), the Response and Projected Operating Statement (Form 23CR) SFSP section must be completed by all proposers. Consult with SFSP staff for all questions related to SFSP.

NOTE: Administrative/Managment Flat Fee or Cents per Meal Fee cannot increase above the Index Rate in a Renewal Year when a Potential Future Program begins to operate.

1. The SFA shall offer meals to all eligible children participating in the SFSP.

2. Meal Requirements: All meals served under this contract shall be unitized, with or without milk, and conform to the cycle menus upon which the proposal was based, and to menu changes agreed upon by the SFA and the FSMC. All meals served under the program shall meet the meal service requirements of 7 CFR 225.16(a), (b), and (c).

3. The FSMC will operate the SFSP as part of this Cost Reimbursable Contract. The cost of operation (including preparation, recordkeeping, and delivery of meals) must be documented as part of the Response and Projected Operating Statement (Form 23) and invoiced monthly to the SFA using a Monthly Operating Statement and invoice.

4. In accordance with 7 CFR 225.15(a)(3), the SFA shall maintain all management responsibilities of the SFSP.

5. The SFA shall be responsible for determining eligibility for all SFSP sites.

6. The SFA, as the SFSP sponsor, shall be responsible for conducting and documenting the required site visits of all sites for both pre-approval and during the operation of the program.

7. Subcontracting: The FSMC shall not subcontract for the total meal, with or without milk, or for the assembly of the meal.

8. Noncompliance: In cases of nonperformance or noncompliance on the part of the FSMC, the FSMC shall pay the SFA for any excess costs which the SFA may incur by obtaining meals from another source.

9. Bonding Requirements for SFSP

   Bonding and Performance guarantees are required for the SFSP and are in addition to the Bonding Requirement for this RFP per N.J.S.A. 18A:18A-24. The FSMC will comply with all bonding requirements mandated in 7 CFR 225.15(m)(5-7).

   a. SFSP Bid Guarantee: If the estimated SFSP value of the contract for which the FSMC proposal is submitted exceeds $100,000.00, the FSMC shall obtain a bid bond in the following amount, as determined by the SFA, and submit it along with its proposal.

   Insert Bonding Percentage: 5%-10%

   b. SFSP Performance Guarantee: If the estimated SFSP value of the awarded contract exceeds $100,000.00, the FSMC shall obtain a performance bond in the amount of 10% of the Total Expenses of the SFSP portion of the contract. This amount is calculated for the SFA and FSMC in the Response and Projected Operating Statement (Form 23) on page 1.

   This Bond will be furnished upon the final approval by the State Agency of the FSMC/SFA contract, but no later than 7 calendar days prior to contract commencement if the SFSP will operate in SY 2025-2026 (SFSP 2025). The performance bond shall be held for the duration of the SFSP meal service period.

   c. If the SFSP is a future program, the performance bond shall be provided prior to the time the program begins to operate and each year the SFSP operates thereafter.

d. Both the bid and performance bonds shall be from one of the surety companies listed in the most recent issue of the U.S. Department of Treasury Circular 570. Cash, Certified checks, letters of credit, and escrow accounts, are not acceptable substitutes for bid bonds.

Contact the Summer Food Service Program Unit for more information at 609-292-4498.

AA. Child and Adult Care Food Program CACFP (IF APPLICABLE)

If this RFP is used to procure CACFP meals, the SFA's participation in the CACFP must be indicated as either a program operating for SY 2025-2026 or as a potential future program in a renewal year. If the SFA will be operating the CACFP for SY 2025-2026, the Response and Projected Operating Statement (Form 23) CACFP section must be completed by all proposers. **Consult with CACFP staff for all questions related to CACFP at (609)984-1250 or CACFPProcurement@ag.nj.gov.**

CACFP Programs are:

1. "At Risk" Afterschool Meal Program *
   (a) Dinners and Supplements served on school days and/or
   (b) Breakfast, Lunch, Supplement and Dinner for meals served on Saturday, school breaks and days when school is not normally in session to participate in School Nutrition Programs. "At Risk" Afterschool Meal Programs may participate in the Offer vs. Serve meal service option pursuant to either NSLP, 7 CFR Part 210, or CACFP, 7 CFR Part 226.
2. Head Start Preschool Program Sponsored by the SFA *
3. Emergency Shelter-At-Risk Afterschool Meal Program *
4. Infant and Preschool Program (Not an "At Risk" Afterschool Meal Program) **
5. Outside-School-Hours Care Program (Not an "At Risk" Afterschool Meal Program) **

* Served at no charge to participating children.

** A charge to participating children may apply. Consult with CACFP staff for **all** required approvals and questions regarding reimbursement and pricing policies.

1. The FSMC shall furnish food and non-food and milk products as specified in the RFP. The FSMC shall not subcontract for the total meal, with or without milk, or for the assembly of the meal.
2. All meals served under this contract shall conform to the cycle menu upon which the proposal was based and to the menu changes agreed upon by the SFA and the FSMC.
3. The SFA shall be responsible for the administration of the CACFP including: determining the eligibility of all CACFP facilities, submitting the reimbursement claim, and monitoring facilities. The SFA shall not delegate any CACFP management responsibilities to the FSMC. 7 CFR 226.15(c).
4. The SFA shall be responsible for ensuring that the food service operation conforms to all program requirements outlines in 7 CFR Part 226.
5. The SFA and FSMC will operate the CACFP as part of this contract. The anticipated budget and cost of operation (including the cost of food, preparation, record keeping, and delivery of meals) must be documented on the Response and Projected Operating Statement (Form 23) and billed monthly to the SFA using a Monthly Operating Statement and invoice.

6. The SFA must be approved separately by the State Agency CACFP Office to participate in the CACFP. CACFP Office must be contacted to complete the application process to be approved to participate in the Child and Adult Care Food Program for the CACFP meals being procured in this RFP.

7. SFAs that contract with FSMCs for some or all aspects of the management of the food service program may allow the FSMC to conduct the same activities for CACFP that are performed for NSLP. SFAs should be reminded, however, that the SFA maintains responsibility for submitting claims, retains control of the quality of the food service, monitoring the food service operations, and remains accountable to ensure that all CACFP requirements are met.

8. Noncompliance: In cases of nonperformance or noncompliance on the part of the FSMC, the FSMC shall pay the SFA for any excess costs which the SFA may incur by obtaining meals from another source.

More information about the CACFP can be found at:
https://www.nj.gov/agriculture/divisions/fn/childadult/food.html

BB. Trade Secrets and Proprietary Information

1. During the term of the contract, the FSMC may grant to the SFA a non-exclusive right to access certain proprietary materials of the FSMC, including menus, recipes, signage, food service surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed by the FSMC), and similar compilations regularly used in FSMC business operations (trade secrets). The SFA shall not disclose any of the FSMC's trade secrets or other confidential information, directly or indirectly, during or after the term of the contract. The SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of the FSMC. All trade secrets and other confidential information shall remain the exclusive property of the FSMC and shall be returned to the FSMC immediately upon termination of the agreement. The SFA shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures, and methods. Without limiting the foregoing and except for software provided by the SFA, the SFA specifically agrees that all software associated with the operation of the food service, including without limitation, menu systems, food production systems, accounting systems, and other software, are owned by or licensed to the FSMC and not the SFA. Furthermore, the SFA's access to or use of such software shall not create any right, title interest, or copyright in such software and the SFA shall not retain such software beyond the termination of the Agreement. In the event of any breach of this provision, the FSMC shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. Should this clause conflict with the NJ Open Public Records Act, the NJ Open Public Records Act shall prevail. This provision shall survive termination of the agreement.
2. Any discovery, invention, software, or programs paid for by the SFA shall be the property of the SFA to which the State Agency and USDA shall have unrestricted rights..

CC. Purchase of Fresh Milk

1. 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. and 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.

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 SFA shall maintain a copy of this agreement together with a copy of any vendor agreements received from the FSMC.

4. The SFA and 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.

DD. Equal Employment Opportunity

During the performance of this contract, the FSMC agrees as follows:

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 N.J.A.C. 17:27-1.1 et seq. 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.

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.

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 this contract, the FSMC submitted to the SFA one of the following three documents: i) Letter of Federal Affirmative Action Plan Approval; ii) Certificate of Employee Information Report; iii) Employee Information Report Form AA-302 (electronically provided at http://www.state.nj.us/treasury/contract_compliance.)

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 Audity Unit, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

EE. Drug Free Workplace

1. The FSMC agrees to provide a drug-free workplace for its employees and to 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. Failure to abide by these requirements may subject the SFA and/or the FSMC to the penalties described in 2 CFR Part 182.

FF. SOC 1 Report

1. 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. 15-08-OMB. 2 CFR 200.400-200.476; 2 CFR 200.500-200.521; N.J.S.A. 18A:23-1.

GG. New Jersey Business Registration Requirements

1. Prior to contract award or authorization, the FSMC shall provide the SFA, for itself or any other named subcontractor, with a current Business Registration Certificate issued by the New Jersey Department of Treasure, Division of Revenue and Enterprise Services, or, at the option of the SFA, with sufficient information for the SFA to verify proof of business registration of the FSMC, and that of any named subcontractor(s), through a computerized system maintained by the State of New Jersey.

2. During the course of contract performance:

    a. the FSMC shall not enter into a contract with a subcontractor unless the subcontractor first provides the FSMC with a valid proof of business registration.

    b. the FSMC shall maintain and submit to the SFA a list of subcontractors and their addresses that may be updated from time to time.

    c. the FSMC and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at http://www.state.nj.us/treasury/revenue/busregcert.shtml.

3. Before final payment is made by the SFA under this contract, the FSMC shall submit to the SFA a complete and accurate list of all subcontractors used in the fulfillment of this contract along with their addresses and proof of business registration or attest that no subcontractors were used.

HH. Political Contributions

1. Annual 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, 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 this 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. Prior to entering into this contract and 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.

II. Debarment/Suspension Certificate

1. Prior to entering into this contract and included in its responses to the SFA's Request for Proposal, the FSMC signed and submitted a Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.
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.

JJ. Certificate of Independent Price Determination/FSMC Warranty

1. Prior to entering into this 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.

KK. Certification Regarding Lobbying

1. Prior to entering into this contract and 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 this 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.

LL. Statement of Ownership Disclosure

1. Prior to entering into this contract and included in its response to the SFA's Request for Proposal, the FSMC submitted a statement setting forth the names and addresses of all LLCs, stockholders, and individual partners owning 10% or greater interest in the FSMC, in accordance with N.J.S.A. 52:25-24.2. If one or more of such member, stockholder, or individual is itself a corporation, partnership or LLC, the members owning 10% or greater interest in that company must also be listed. The SFA will review this Statement to verify its consistency with the Political Disclosure form required and submitteed under this contract.

MM. Disclosure of Investment Activities in Iran

1. Prior to entering into this contract, 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 N.J.S.A. 52:32-55, et. seq. and requires all proposers to complete a certification that attests that neither the proposer, 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.

NN. Civil Rights Assurance

1. 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 42 and 28 CFR section 50.3; and FNS directives and guidelines, to the effect that, no person shall, on the ground of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity, 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 the USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the FSMC.

OO. Licenses, Permits and Taxes

1. The FSMC shall obtain all federal, state, and local licenses and permits required for the SFA's Food Service Program and shall be responsible for all sales, use, excise taxes, and all other state and local taxes attributable to the SFA's Food Service Program. The cost of all such licenses, permits, and, if permitted by law, taxes, shall be charged as Direct Costs. The FSMC shall estimate any taxes for which a tax invoice has not been received by the close of the school year and reconcile taxes incurred after the final invoice is received.

PP. Indemnification

1. The FSMC shall indemnify and hold harmless the SFA from all claims, suits or actions, and damages or costs of every name and description to which the SFA may be subjected by reason of injury to the person or property of another, or the property of the SFA, resulting from negligent acts or omissions on the part of the FSMC, the FSMC's agents, servants or sub FSMCs in the delivery of goods or services, or in the performance of the work under the contract.

RFP Scoring Criteria

(SFA must review detailed Scoring Criteria instructions on Form 320)

USDA requires that an evaluation and scoring plan be included in the RFP prior to the receipt of any proposals. **SFAs must not change or by-pass the published evaluation and scoring criteria to circumvent full and open competition. Below chart to be completed per Form 320A Instructions.**

The Criteria Used in Evaluating Proposal The points awarded range from 1 to 5, with 5 being the highest score and 1 being the lowest	**Weighting Factor Percentage**	**Score**	**Weighted Score**
Total Cost: points awarded to the cost of the contract (the amount indicated on page/tab 5 of Form 23CR, Total Program, Total Expenses) will be based on the lowest total cost receiving the most points with decreasing points for each FSMC's higher cost.	20.00		
Promotion of Food Service Program; the promotional materials and marketing programs each FSMC uses to encourage increases in sales and participation.	15.00		
Proposed Meal Count and Financial Targets; if the FSMCs are proposing increases in meal counts and income (revenue) in their proposals, are they realistic? Consider if their plans for achieving these goals are practical and reasonable.	16.00		
Corporate Capability and Experience; some measures can include, performance record, years in the in the industry, client retention, references and financial condition of the FSMC.	17.00		

Accounting and Reporting Systems; the transparency and ease of use of the financial reports FSMC provides with their monthly billing. Integrity and reliability of monthly invoicing and reporting.	13.00		
Menu; consider the FSMCs 21-day cycle menu for variety, student acceptability, number and kinds of choices available and a la carte selections and pricing for students.	19.00		
Weighting Factor Percentage must total 100%	**100%**		

FSMC Name: _____

Evaluator Name and Title: _____

Evaluator Signature: _____ Date: _____

Costs Included in the Administrative/Management Fee in the Cost Reimbursable Contract

Administrative/Management Fee means the FSMC's fee for those services provided for the SFA's food service locations, which must include all of the following but does not include any costs billed to the SFA as charges for Direct Costs. Only actual, net, documented costs may be charged to the SFA for any charges outside the Administrative/Management Fee.

1. Personnel and Labor Relations Services (including labor contract negotiations)
2. Legal Department Services
3. Purchasing and/or Procurement Services (including software systems for ordering and/or billing)
4. Corporate Software Systems and IT Support
5. Costs Incurred in Hiring and Relocating FSMC Personnel
6. Dietetic Services (Administrative and Nutritional)
7. Travel and Labor Costs for Corporate Chef
8. Accounting/Bookkeeping/Auditing (including SOC 1 Report)
9. Regular Inspections and Procedure Audits/Reviews
10. Supervisory Personnel (including Regional and Operations Managers)
11. Staff Teaching and Training Programs
12. General Corporate Support
13. Design Services and Facilities Layout (Specific to Operation)
14. Menu Development (Specific to Operation)
15. Payroll and Administrative Costs (Sick Time Monitoring and Reporting; Preparation and Processing of payroll and W-2 Forms for FSMC employees)
16. Marketing (including FSMC Proprietary Materials for School Nutrition Promotions)
17. Cost of Developing, Printing, and Distributing FSMC Manuals (including, but not limited to, Training, Procedures, Sanitation, Recipes, etc.)
18. Development of Nutrition Education Programs
19. FSMC Management Meetings, and/or FSMC Management Development

COST RESPONSIBILITY SUMMARY CHART

Cost Type	Cost	Cost Inclusion
FOOD	Food Purchases	Included
FOOD	USDA Administrative Charges	Included
FOOD	USDA Processing Charges	Included
FOOD	USDA Delivery Charges	Included
FOOD	Off-Site Storage of USDA Foods	Not Included
FSMC LABOR	Hourly Wages	Included
FSMC LABOR	Salaried Wages	Included
FSMC LABOR	Taxes, Fringe Benefits, Workers' Compensation, and Insurance of Hourly Employees	Included
FSMC LABOR	Taxes, Fringe Benefits, Workers' Compensation, and Insurance of Salaried Employees	Included
FSMC LABOR	Background Checks	Not Included
FSMC LABOR	TB Testing	Not Included
OTHER DIRECT COST	Paper Supplies (trays, foil, plastic wrap, etc.), Disposables and Cleaning Supplies	Included
OTHER DIRECT COST	Internet Connectivity (Will be provided, modification will be FSMC's responsibility and must comply with SFA network standards	Included
OTHER DIRECT COST	Insurance (general, product, liability, etc.)	Included

OTHER DIRECT COST	Telephone-Local & Long Distance	Not Included
OTHER DIRECT COST	SOC 1 Report	Not Included
OTHER DIRECT COST	Laundry	Not Included
OTHER DIRECT COST	Menu Printing and Paper	Included
OTHER DIRECT COST	Telephone-Mobile/Cell	Not Included
OTHER DIRECT COST	Uniforms for all Employees, Both FSMC and SFA (if applicable)	Included
OTHER DIRECT COST	Computers for Food Service Operation	Included
OTHER DIRECT COST	POS System Annual Software Fees (licensing, maintenance, rollover, etc.)	Included
OTHER DIRECT COST	POS Computers and Software	Included
OTHER DIRECT COST	Postage	Included
OTHER DIRECT COST	Office Supplies	Included
OTHER DIRECT COST	Utilities	Not Included
OTHER DIRECT COST	Pest Control	Not Included
OTHER DIRECT COST	Mileage (within SFA's buildings)	Not Included
OTHER DIRECT COST	Sales Tax (non-consumables)	Not Included
OTHER DIRECT COST	Daily Cash Pick-Up and Bank Deposit	Not Included

OTHER DIRECT COST	Training of SFA Food Service Employees (not FSMC employees	Not Included
OTHER DIRECT COST	Meal Ticket Printing (if needed)	Not Included
OTHER DIRECT COST	State and Local Licenses	Included
OTHER DIRECT COST	Vehicle(s): Maintain SFA's Vehicles (operating expenses, repairs, gas, licenses, etc.,)	Not Included
OTHER DIRECT COST	Vehicle(s): Provide and Maintain Vehicle	Not Included

FSMC/SFA ACTIVITY RESPONSIBILITY SUMMARY CHART

Responsibility	**FSMC/ SFA**
Cafeteria/Dining Area Walls	SFA
Cafeteria/ Dining Area Floors	SFA
Cafeteria/Dining Area Tables, Chairs and or Benches	SFA
Buffing and Waxing of Floors	SFA
Kitchen Floors	FSMC
Kitchen/Serving Areas (excluding floors)	FSMC
Serving Area Floors	FSMC
Kitchen Walls	SFA
Kitchen/Serving Area Equipment	SFA
Grease Traps	SFA
Grease Filters	SFA
Ceiling, Light Fixtures and Fans	SFA
Dishwashing	FSMC
Hoods (exterior of the hood inside kitchen only)	SFA
Vent from Hood to Outside	SFA
Kitchen Facility Restrooms	SFA
Removal of Trash from Kitchen	SFA
Removal of Trash from Cafeteria/Dining Areas	SFA
Removal of Trash from Premises	SFA

Recycling	SFA
Unpaid Meal Charges (Collection and Notification)	SFA
Provide, Service and Manage All Vending Machines as Noted in the RFP	FSMC
Distribution of Meal Tickets (if needed)	FSMC
Selling Pre-Paid Meals (if needed)	FSMC
Inventory of Food and Supplies	FSMC

SFA EQUIPMENT REQUIREMENT

☐ **SFA is requesting the equipment listed below for FSMC to purchase**

☐ **SFA is requesting the FSMC to purchase equipment listed below and also to propose and purchase other necessary equipment**

School/ Site Name	School/ Site Address	Equipment Needed	Quantity

SFA STAFFING REQUIREMENTS

Staffing Requirments

☑ SFA has the following minimum staffing requirement

☐ SFA does not have minimum staffing requirement

Food Service Director Requirment

☐ SFA requires FSMC to provide a full time food service director on site

☑ SFA does not requires FSMC to provide a full time food service director on site

Assigned School / Location	Address	Position	No. Of Staff in this Position at this Location	Labor Hours Per Day for Position	Total Hours
SOUTH HARRISON ELEM SCH	904 MULLICA HILL ROAD, HARRISONVILLE, 08039	Director	1	2.00	2.00
SOUTH HARRISON ELEM SCH	904 MULLICA HILL ROAD, HARRISONVILLE, 08039	Cook	1	5.50	5.50
SOUTH HARRISON ELEM SCH	904 MULLICA HILL ROAD, HARRISONVILLE, 08039	Food Service Worker	1	5.50	5.50
SOUTH HARRISON ELEM SCH	904 MULLICA HILL ROAD, HARRISONVILLE, 08039	Food Service Worker	1	3.50	3.50

SFA to SFA Vended Meal Contract(s) and/or Consolidation Agreement(s)

* Completed and fully executed SFA to SFA Vended Meal Contract and Consolidation Agreements must be submitted yearly in ECAS to the State Agency for approval.
* No FSMC employees are allowed to be on-site at the Recipient SFA to serve, count or claim meals.
* FSMC cannot invoice the Recipient SFA in an SFA to SFA Vended Meal Contract.
* Vendor SFA must prepare the invoice using signed delivery receipts and productions records to document the charges.
* Recipient SFA must retain meal claiming records (rosters, POS report, etc.)
* All meal invoicing and meal claiming documents shall be retained for 3 years plus the current year.
* In a Consolidation Agreement, the Relinquishing SFA cannot be charged for meals or any additional fees.

Recipient or Relinquishing SFA	School/Site	Estimated Breakfasts Per Year	Estimated Lunches Per Year	Estimated Snacks Per Year	Estimated Dinners Per Year	Type of Agreement

RFP MODIFICATION CHART

Section Name:	Letter
Description	

SFA ADDITIONAL DOCUMENTS

In addition to the State Agency Approved Request for Proposal (RFP) Form 17and Form 372, the SFA's RFP/Contract for release for solicitation must include the following documents/information and be kept in the following order:

* Form 372 Workbook for FSMC RFP
* SFA developed 21 Day Cycle Menu, IF APPLICABLE, for all Programs (menu cannot be branded)
* Current Meal and A la Carte Price List
* Fund 60 Audit for the last Fiscal Year
* Blank Required Federal Forms: (Available as 1 document in SNEARS Resources > FSMC Contract Documents > FSMC Cost Reimbursable or Fixed Price Contract Documents > Mandatory Federal Forms Packet
    - Form #130 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
    - Form #131 Certificate of Independent Price Determination
    - Form #132 Disclosure of Lobbying Activities
    - Form #133 Certification Regarding Lobbying
* Blank Response and Projected Operating Statement (Form 23) for FSMCs to complete and include in their proposal
* Commodity Selection Worksheet (most recent available)
* All required documents per New Jersey Public School Contracts Law

Food Service Management Company Proposal

FSMCs should provide the following information and organize their proposal as follows:

RFP Response Document. File should contain the following:

* Food Service Management Company (FSMC) Request for Proposal (RFP) and Cost Reimbursable RFP/Contract (Form 17)
* Completed Response and Projected Opertating Statement (Form 23)
* All required documents per New Jersey Public School Contracts Law
* Form #130 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
* Form #131 Certificate of Independent Price Determination
* Form #132 Disclosure of Lobbying Activities
* Form #133 Certification Regarding Lobbying
* Copy of Bid Bond
* Letter of Transmittal
* References
* Start-Up/Transition Plan
* FSMC developed 21 Day Cycle Menu (if required in this RFP)
* FSMC Sample Menus/Alternate Menus
* NJ Business Registration Certificate
* Certificate of Employee Information Report
* Ownership Disclosure Form
* Bid Security and Performance Bond (if operating SFSP)
* Stockholder Disclosure Certificate
* Political Disclosure Form
* FSMC Personnel and Fringe Benefit Policy
* FSMC Executive Summary containing the following:
    a. Demonstrated ability of the FSMC to successfully manage food service programs within the rules, regulations, and policies established by the NJDA and USDA
    b. Complete list of all New Jersey public school clients, student populations, grade levels, and years of service by the FSMC
    c. FSMC must outline their involvement and experience in the school food services field in the areas of:
        - Designing facilities
        - Selecting and procuring food service equipment
        - Food and supply procurement
        - Nutrition standards and education

- Menu planning
- On-site production
- Quality control
- Employee supervision
- Employee hourly and management training
- Employee motivation
- Marketing
- Public relations

* Company Profile and District support containing the following:
    a. Location of the office from which the FSMC will supervise the account
    b. Organizational chart
    c. Visitation and coverage by field supervisors and other support personnel
    d. Description of FSMC's support personnel including summary of their backgrounds
* FSMC Standards and Procedures containing the following:
    a. Description of comprehensive food handling, equipment, sanitation, and safety programs
    b. Brief description of HACCP and bio-security programs