

**BRIELLE
BOARD OF EDUCATION
605 Union Lane
Brielle, New Jersey 08730**

**SPECIFICATIONS/ PROPOSAL
FOR COST REIMBURSABLE**

FOOD SERVICE MANAGEMENT CONTRACT

(The use of Competitive Contracting (18A:18A4.1) to procure Food Management Services is recommended)

CHILD LUNCH PROGRAM 2019-2020

REQUEST FOR PROPOSALS

Operation and Management of the School Food Service Program.

The **BRIELLE BOARD OF EDUCATION** is requesting proposals for the operation and management of the school food service program. Proposals are due in the Business Office no later than **11:00 AM, June 25, 2019**

Please address any questions concerning this request by 3:00 PM on Wednesday June 12, 2019 to:

By:

MRS. EILEEN GORGA
SCHOOL BUSINESS ADMINISTRATOR
BRIELLE BOARD OF EDUCATION
605 UNION LANE
BRIELLE, NEW JERSEY 08730

732-528-6400 ext. 202
egorga@brielleschool.org

The School Food Programs included in this Request for Proposal will be: All that Apply are Checked

✓ School Lunch

2019-20 School Year
INSTRUCTIONS FOR FOOD SERVICE MANAGEMENT PROPOSAL

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

PURPOSE OF REQUEST FOR PROPOSAL (RFP)

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

ADMINISTRATIVE GUIDANCE

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

RESPONSE DATE

An original and one copy of your proposal must be received by the Business Administrator of the Brielle Board of Education or designee prior to 11:00 a.m. on June 25, 2019. If hand delivering proposal, please allow extra time for parking, walking and admittance through security check points to arrive at the office of the Business Administrator prior to 11:00 a.m. Any proposal enroute, either in the mail or other locations in any of the SFA's offices will not be considered timely and will be returned unopened. Proposals received after the deadline will be late and ineligible for consideration.

Responses tendered should be addressed to:

**Mrs. Eileen Gorga
School Business Administrator
Brielle Board of Education
605 Union Lane
Brielle, New Jersey 08730**

ATTN: Food Services Management Proposal Due Tuesday June 25, 2019, 11:00 a.m.

Allow enough time for delivery before the due date.

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

TERM OF CONTRACT

The contract shall become effective on August 1, 2019 and terminate on June 30, 2020.

The contract will be for a period of no longer than one year in duration with the option for four additional one-year renewals, New Jersey state requirements permitting. Renewal will begin July 1, 2020 – June 30, 2021.

TOUR OF FACILITY

It is the responsibility of the FSMC to examine all proposal provisions and visit locations where work is to be performed and to become fully acquainted with the sites and conditions that pertain to the operation.

Inspection of the sites will be made available at a pre-proposal tour of facilities on:

Tuesday June 11, 2019 at 9:00 A.M. at 605 Union Lane, Brielle, New Jersey 08730

A maximum of two representatives from each FSMC may attend the tour. Interested companies wishing to tour the facilities must contact Mary Beth Westrol at mwestrol@brielleschool.org by **June 7, 2019** at 3:00 P.M. to confirm their attendance at the tour. On the day of the tour, all confirmed attendees will register in the main office and show photo ID to receive a visitor's badge.

Proposer questions are due by June 12, 2019 submitted via email to egorga@brielleschool.org or in writing.

CONSIDERATION OF PROPOSALS

The **BRIELLE BOARD OF EDUCATION** may award a contract based upon the initial proposals received without discussion of such proposals. Accordingly, each initial proposal should be submitted with the most favorable price and service standpoint. The BRIELLE BOARD OF EDUCATION reserves the right to reject any and all proposals received. In addition, the BRIELLE BOARD OF EDUCATION reserves the right to waive any irregularities in proposals and to make all decisions in the best interest of the BRIELLE BOARD OF EDUCATION.

RFP PROTESTS

Any action which diminishes full and open competition seriously undermines the integrity of the procurement process and may subject the SFA to RFP protests. SFAs are responsible for properly responding to protests and concerns raised by potential contractors. Protest procedures are listed below.

All bid protests must be submitted in writing to:

Eileen Gorga, School Business Administrator

Brielle Board of Education, 605 Union Lane, Brielle, NJ 08730 or via email to egorga@brielleschool.org.

All bid protests must specify the reason(s) for the protest and must be received by the SFA within five calendar days of the bid opening. All bid protests will be sent to and reviewed by the SFA's legal counsel.

BASIC FSMC REQUIREMENTS

The intent of this request for proposal is to provide food management services for the **BRIELLE BOARD OF EDUCATION** and to cooperatively plan and implement an efficient food services program. The following conditions must be met at a minimum and addressed in proposals.

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

- Company must be registered with the New Jersey State Department of Agriculture, School Nutrition Programs for the 2019-20 school year. Failure to be so registered will result in a proposal rejection.
- The demonstrated ability of the FSMC to successfully manage school food service programs within the regulations established by Federal and New Jersey School Nutrition Programs regulations. A complete list of all public school clients, including the student populations, grade levels and years of service by the FSMC must be presented in the FSMC's response.
- A food sample of meals will be taste tested by the evaluation committee. An individual date will be set with each vendor for the taste testing.
- The FSMC must have extensive involvement and experience in the school food services field in the areas of: *nutrition * menu planning * on-site production * quality control * employee supervision * staff management training * employee motivation * marketing * public relations.
- The FSMC must provide resident hourly personnel and a full-time Food Service Director or an on-site manager to manage and operate the food service program and to implement the cooperatively agreed upon objectives with the support of the FSMC staff. The FSMC is to submit the resume of their prospective director with the proposal. The SFA reserves the right to interview the prospective director identified in the proposal.
- Staffing, salaries, and fringe benefits are to be recommended by the FSMC and approved by the SFA. The personnel employed by the FSMC are the sole responsibility of the FSMC, not employees of the SFA. Personnel issues would be managed by the FSMC with the FSMC assuming complete liability for all employment practices unless otherwise indicated in writing by the SFA.
- All proposals shall be valid and may not be withdrawn for sixty (60) days after submission.

OBJECTIVES OF THE BRIELLE BOARD OF EDUCATION

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

1. Provide reliable management continuity for the SFA's School Nutrition Programs. Deliver the services at the lowest possible cost without sacrificing quality.
2. Recommend management and operational strategies to contain the SFA's operating costs. The goal of the SFA is to operate the food service program at no cost to the SFA. The exception is the cost of equipment and repairs. If that is not possible in this budget, present a plan of how the FSMC will work toward that goal.
3. To provide an appealing and nutritionally sound funded lunch and approved a la carte program for students as economically as possible. An important goal of the SFA is to maximize participation and control expenses.
4. To promote nutritional awareness whenever the food service can interface with the SFA's teaching programs, nutrition groups, or SFA Advisory Committees.
5. Maximize student interest and participation by seeking customer input, implementing menu variations and merchandising techniques and by good communications with all interested groups.
6. Provide experienced staff support to focus on operational concerns.
7. Apply the best professional efforts to maintain the best possible morale of food service staff during a transition while keeping the costs of service economical.
8. Operate within the laws established by state and federal agencies that monitor and regulate food service management companies and the SFA as sponsors of the funded services.
9. Keep the SFA apprised of legislation that may impact the funded food services.
10. Make periodic recommendations regarding operational and/or equipment needs which the SFA may adopt, partially adopt, or abandon.
11. Cooperate with all community groups to enhance the public's perception of the SFA's food service program.
12. Work with SFA to maintain the Wellness Policy, Food Service Bio-Security Policy, and HACCP Plan.

SPECIFICATIONS

The SFA does not participate in the National School Nutrition Program but abides by similar healthy food guidelines. Healthy a la carte options are encouraged in addition to full meal option(s).

Terms of the actual agreement with the successful FSMC will be developed through negotiation and shall be consistent with the rights reserved by the SFA as described in these specifications. **The contract shall include all required provisions contained in Article I of the Food Service Management Company Prototype Contract Language, School Year 2019-20 as approved by the NJ Department of Agriculture.**

SFA AND FSMC RESPONSIBILITIES

A. CONTRACT DURATION / RENEWALS

- 1) *The **contract is for a term** not longer than one year in duration, beginning on August 1, 2019 and ending on June 30, 2020, unless earlier terminated by either party as provided herein. [7 CFR 210.16(d)].*
- 2) *The contract may be renewed annually by mutual written agreement of the District (the “SFA”) and the Food Service Management Company (the “FSMC”), for up to four additional one-year periods [7 CFR 210.16(d)], subject to the following limitations: renewals will begin on July 1, 2020.*
 - A. *Each renewal shall be awarded by resolution of the SFA upon a finding that the services are being performed in an effective and efficient manner;*
 - B. *The contract shall not be renewed or extended so that it runs for more than a total of five consecutive years;*
 - C. *Any price change included as part of a renewal shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or renewal, and shall not exceed the change in the Index Rate (as defined in Public Schools Contract Law, N.J.S.A. 18A:18A-1 et seq.) for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed; and*
 - D. *The terms and conditions of the contract shall remain substantially the same. [N.J.S.A. 18A:18A-42].*
- 3) *Each contract renewal is contingent upon the fulfillment by the FSMC of all provisions in the contract.. Each contract renewal is subject to the availability and appropriation annually of sufficient funds as may be required to meet the extended obligation, and if funds are not available, this shall grant the SFA the opportunity to cancel the contract pursuant to the termination provisions of the contract.*
- 4) *Each contract renewal must use the current prototype addendum approved by the Division of Food and Nutrition in the New Jersey Department of Agriculture (the “State Agency”). Any change to the prototype addendum must be approved in writing by the SFA before it is executed by either party. [7 CFR 210.16(a) (10) and N.J.S.A. 18A:18A-20].*
- 5) *Financial changes due to the enactment or repeal of State and Federal law after proposal submission is subject to negotiation between the FSMC and SFA.*

B. SFA RESPONSIBILITIES

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

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

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

Free and Reduced Meal Policy

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

Charge Meal Policy

The SFA is responsible to provide a written Policy on how the FSMC should handle children who wish to receive a meal, do not qualify for a funded meal, and do not have the money to pay for the meal that day. **[This information will be provided in the General Information section.]**

Wellness Policy

The SFA will provide a Wellness Policy.

C. FOOD SERVICE OPERATION

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

The meal and ala carte prices are provided in "General Information"-Pricing

Proposals shall be based on the prices provided. If the FSMC recommends increases in prices, indicate those recommendations for the consideration of the SFA.

- 3) **No payment shall be made for meals that are spoiled or unwholesome** at the time of delivery, do not meet detailed specifications as developed by the SFA for each food component specified in 7 CFR 210.10 (the School Lunch Pattern), or do not otherwise meet the requirements of the contract. [7 CFR 210.16(c) (3)].
- 4) *FSMC shall comply with the Buy American Act, 41 U.S.C. section 8301 et seq., which requires the purchase of only products that are produced in the United States, and shall, to the maximum extent practicable, provide **domestic commodities** or products to the SFA in the fulfillment of this contract. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. (7 C.F.R. 210.21 (d)). Vendor will be required to maintain records detailing commodity and product origin and to provide certification of such for all products provided to the SFA upon request.*
- 5) *The FSMC shall not directly or indirectly restrict the sale or marketing of fluid milk (as described in 7 CFR 210.10(d)(4) at any time or in any place on school premises or at any school-sponsored event. [7 CFR 210.21(e)].*

- 6) *The FSMC shall comply with the nutrition standards for competitive foods in 7 CFR §§ 210.11 and 220.12, as amended.*

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

Nutrition Education and Wellness Policy

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

D. HEALTH CERTIFICATION AND FACILITIES

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

FACILITIES / SFA

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

FACILITIES / FSMC

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

F. PROCUREMENT

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

1. The FSMC shall act as the purchasing agent for the SFA. The SFA is a tax-exempt entity who designates the FSMC as its sole and exclusive agent to purchase all items used by the food service program.

2. The SFA assumes ownership immediately of such goods when delivered in the schools.
3. The FSMC pays each vendor as part of the accounting service.

PURCHASE SPECIFICATIONS

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

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

1. The FSMC shall purchase all food and non-food commodities at the lowest price possible, consistent with maintaining quality standards.
2. The FSMC will provide the SFA with bakery, dairy and ice cream bids/quotes as requested.
3. The FSMC will charge the SFA the net price on vendor’s invoices, the amount due after vendor discounts that may apply.
4. The FSMC shall honor existing contracts if advantageous to the SFA.

PURCHASE OF FRESH MILK

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

PROCUREMENT

All procurement of food, supplies, goods, and other services must comply with the cost principles in 2 CFR 400, the procurement standards prescribed in the Uniform Administrative Requirements for Grants and Agreements with institutions of Higher Education, Hospitals, and Other Non-Profit Organizations located at 2 CFR 200.317-200.326, and all applicable regulations found in 7 CFR Parts 210, 220, 245 and 250.

ENVIRONMENTAL PROTECTION / ENERGY CONSERVATION

- 1) *The FSMC agrees 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), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).*
- 2) *The FSMC shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201).*

G. EMPLOYEES

The FSMC shall describe their personnel management philosophy.

FSMC - FOOD SERVICE PERSONNEL

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

H. PROFESSIONAL STANDARDS

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

I. EQUAL EMPLOYMENT / AFFIRMATIVE ACTION

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

- 1) *It will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the FSMC will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that all employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender*

identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The FSMC agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the SFA Compliance Officer setting forth provisions of this nondiscrimination clause.

- 2) It will in all solicitations or advertisements for employees placed by or on behalf of the FSMC, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- 3) It will send to each labor union with which it has a collective bargaining agreement, a notice to be provided by the SFA contracting officer, advising the labor union of the FSMC's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) It will comply with any regulations promulgated by the State Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time, and the Americans with Disabilities Act. This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public and State and local governments, except public transportation services.
- 5) It will make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2 and 2 CFR 200.36 or 2 CFR 200.44, as applicable.
- 6) It will inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- 7) It will revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.
- 8) In conforming with the targeted employment goals, it will review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey and applicable federal law and applicable federal court decisions.
- 9) Prior to executing the contract, the FSMC submitted to the SFA
 - ****[submit one of the following with this RFP].**
 - a Letter of Federal Affirmative Action Plan Approval
 - a Certificate of Employee Information Report
 - an Employee Information Report Form AA302
- 10) It will furnish such reports or other documents to the New Jersey Department of Treasury, Division of Purchase & Property, Contract Compliance Audit Unit, EEO Monitoring Program, as may be requested by the office from time to time in order to carry out the purposes of the regulations, and the SFA shall furnish such information as may be requested by the Division of Purchase & Property, Contract Compliance Audit Unit, EEO Monitoring Program for conducting a compliance investigation pursuant to subchapter 10 of the Administrative Code at N.J.A.C. 17:27.
- 11) It will comply with all applicable federal Equal Employment Opportunity standards and orders under 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor and Executive Order 11246, as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity.

J. CIVIL RIGHTS ASSURANCE

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

discrimination under any program or activity for which the FSMC receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By accepting this assurance, the FSMC agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized SFA 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 FSA shall have the right to seek judicial enforcement of this assurance. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the FSMC.

K) NON-DISCRIMINATION STATEMENT

This institution (SFA) is an equal opportunity provider.

In accordance with Federal civil rights law and USDA civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

L. WORK HOURS/WORKPLACE

- 1) *The FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.327-330) as supplemented by U.S. Department of Labor regulations (29 CFR Part 5). [2 CFR 200.36(i) (6)].*
- 2) *Drug-free Workplace Statement. The FSMC agrees to provide a drug-free workplace for their employees and comply with the provisions and regulations of the Drug Free Workplace Act of 1988 (41 U.S.C. 701 et seq., as amended) and applicable state laws and regulations [7 CFR 3021]. Failure to abide by these requirements may subject the SFA and/or FSMC to the penalties described in 7 CFR 3021.510.*

M. INVENTORY AND STORAGE

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

N. REBATES, DISCOUNTS AND CREDITS

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

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

- A. *The FSMC will separately identify on its billing documents, for each cost submitted for payment, the amount that is allowable and the amount that is unallowable. [7 CFR 210.21(f)(1) (ii)(A)].*
- 2) *The FSMC shall identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the SFA for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit.*
- **[On the attached form in the RFP packet the FSMC will indicate the frequency to apply discounts, rebates, and credits: *may not be less frequent than monthly.*] 7 CFR 210.21(f) (2).**
- 3) *The FSMC shall identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract, that are not reported prior to the conclusion of the contract. [7 CFR 210.21(f) (1)(v)].*
- **[On the attached form in the RFP packet the FSMC will describe the specific method of reporting discounts, rebates, and credits.]**
- 4) *The FSMC shall maintain documentation of costs and discounts, rebates and other applicable credits, and shall furnish such documentation upon request to the SFA. [7 CFR 210.21(f)(1)(vi)].*
- 5) *No expenditure shall be made from the nonprofit school food service account that permits or results in the FSMC's receiving payments in excess of its actual, net allowable costs. [7 CFR 210.21(f) (2)].*

O. EQUIPMENT, REPAIRS, AND USE OF FACILITIES.

EQUIPMENT - SFA

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

EQUIPMENT - FSMC

1. The FSMC shall replace expendable equipment upon mutual agreement between SFA and the FSMC.
2. The FSMC shall notify the SFA of any equipment belonging to the FSMC on SFA premises within (10) days of its placement on the SFA premises.
3. The FSMC will recommend to the SFA the purchase of new or replacement equipment as needed on a priority basis.
4. The FSMC will account for all equipment and protect it from pilferage or destruction.
5. The FSMC shall operate and care for all equipment and food service areas (floors, walls, window, lights, bathrooms excepted) in a clean, safe and healthy condition in accordance with standards acceptable to the SFA and comply with all applicable laws, ordinance, regulations and rules of Federal, State and local authorities.

REPAIRS - SFA

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

REPAIRS - FSMC

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

TELEPHONE SERVICE/NO PERSONAL CALLS

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

USE OF FACILITIES - SFA

1. The SFA shall furnish at its expense, space, light, heat, power, hot and cold water and other utilities as are necessary for the operation of the food services.
2. The SFA shall make available without cost to the FSMC, areas of the premises agreeable to both parties in which the FSMC shall render its services; such area or areas reasonable necessary for providing efficient food service.
3. The SFA may request of the FSMC, additional food services such as special functions/catering. The SFA reserves the right, at its sole discretion, to sell or dispense any food or beverage for after school functions.
4. If the SFA approves the use of the facilities for extracurricular activities before or after the SFA's regularly scheduled meal periods, the SFA shall return facilities and equipment to the FSMC in the same condition as received, normal wear and tear accepted. An employee of the FSMC may be present during such extracurricular activities if requested by the SFA.
5. The SFA shall have unlimited access to all areas used by the FSMC for inspections and audits.

RENTAL OF FACILITIES FOR COMMUNITY USE

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

VALUE ADDED INCENTIVES

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

P) RECORDS, REPORTING SYSTEMS, AND FINANCIAL ACCOUNTING

RECORDS

- 1) *The FSMC shall **maintain such records as the SFA will need to support its claim for reimbursement**, shall report claim information to the SFA promptly at the **end of each calendar month**, at a minimum, and shall make such records available to the SFA upon request. [7 CFR 210.16(c) (1)].*
- 2) *The FSMC shall grant the SFA, the New Jersey Department of Education, the Inspectors General, the Comptroller General of the United States and its State counterparts, or any of their duly authorized representatives, **access to any books, documents, papers and other records of the FSMC** which are directly pertinent to this contract, for the **purpose of making audit, examination, excerpts and transcripts**; and shall **provide timely and reasonable access to FSMC personnel for the purpose of interview and discussion related to such documents**. [2 CFR 200.336].*
- 3) *The FSMC shall retain all records required or necessary under this contract for a **period of three years** from the date of final payment hereunder; **except that in the event of litigation, claims, or audit findings**, the records must be retained until all litigation, claims and audit findings involving the records have been resolved and*

final action taken. The FSMC will adhere to all additional exceptions, if applicable, as required by State and Federal law. [7 CFR 210.23(c) and 2 CFR 200.333].

- 4) *The FSMC shall **maintain all documentation related to products, transactions or services under the contract for a period of five years from the date of final payment.** Such records shall be made available to the New Jersey Office of the State Comptroller upon request. [N.J.A.C. 17:44-2.2(b)].*

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

The FSMC shall assume accountability and responsibility for:

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

Preparation & Due Dates for Reimbursement and Reports

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

Point-of-Sale Computer Equipment and software is purchased and owned by the SFA. FSMC will continue to use existing POS and parent portal, Myschoolaccount.com.

DEPOSITING OF FUNDS

All revenue received as a result of payments by children and adults, federal and state reimbursements and all other income from sources including but not limited to donations, rebates, banquets, grants and loans must be under the control of the SFA and shall be deposited in the SFA's food service account by the FSMC. All deposit slips will include student name and check # or name next to cash deposit.

EXPENDITURES

1. All claims submitted by the FSMC must include a detailed description of the goods, supplies, services or other items being submitted for reimbursement.
2. FSMC shall request, receive, and verify for payment food and supplies used in conjunction with the food service program.
3. The FSMC shall bill the SFA monthly for the actual expenses of operation incurred except for payroll which can be billed weekly. Monthly billing is necessary in order for the FSMC to have cash flow to pay vendors in a manner that will offer the SFA the best pricing on products. The FSMC must provide the SFA with itemized claims for goods and services.
4. The state's statutes for administering school funds prohibits the payment of ESTIMATED payroll, service fees, vendor's invoices and/or other expenses submitted by the FSMC. Payments cannot be made prior to the submission of the actual documentation for the claim against school funds.
5. The FSMC may present a summary of vendor's invoices for accounts payable, but actual invoices must be on site for immediate access by any SFA employee, or representative, designated by the SFA.

PAYMENT TO FSMC by the SFA

The SFA shall make payment within thirty (30) days after the submission of an invoice. The SFA holds all cash income in school district enterprise account. Monthly payment is necessary in order for the FSMC to have cash flow to pay vendors in a manner that will offer the SFA the best pricing on products.

MONTHLY REIMBURSEMENT CLAIMS

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

MONTHLY FINANCIAL STATEMENT

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

ANNUAL PREPARATION FOR DISTRICT AUDITOR

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

SOC 1 REPORT

*The FSMC shall have an annual service audit of the **FSMC's internal controls** performed by an **independent audit firm** engaged by the FSMC. The service audit shall be as prescribed in A.I.C.P.A. Statement on Standards for Attestation Engagements (SSAE) No. 16. The FSMC shall provide the SFA with a Service Organization Control (SOC) 1 Type 2 Report in conformity with SSAE No. 16 to enable the SFA to meet its annual audit obligation under New Jersey Department of the Treasury Circular No. 04-04-OMB. [2 CFR 200.26; 7 CFR 3052.210(f); N.J.S.A. 18A:23-1].*

The SFA shall assume accountability and responsibility for:

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

Q) INSURANCE

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

1. COMPREHENSIVE GENERAL LIABILITY - includes coverage for:
 - 1 - Premises - Operations
 - 2 - Products/Completed Operations
 - 3 - Contractual Insurance
 - 4 - Broad Form Property Damage

- 5 - Independent Contractors
- 6 - Personal Injury
- 7 - Employment Practices Liability

\$1,000,000 Each Occurrence

2. AUTOMOBILE LIABILITY

1,000,000 Each Accident

3. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY

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

4. UMBRELLA POLICY

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

- 5. The SFA shall be named an additional insured on all required insurance policies.
- 6. The contract of insurance shall provide for notice to the SFA of cancellation of insurance policies thirty (30) days before such cancellation to take effect.
- 7. A Certificate of Insurance of FSMC's insurance coverage shall be furnished to the SFA as part of this response.

R) TERM AND TERMINATION

1) **BREACH BY FSMC / REMEDIES, SANCTIONS**

In the event of the FSMC's nonperformance under The contract and/or its violation or breach of the contract terms, the SFA shall have the right to pursue all administrative, contractual, and legal remedies against the FSMC and shall have the right to seek all sanctions and penalties as may be appropriate. [2 CFR 200.36(i) (1)].

2) **TERMINATION**

- 1) *The SFA or the FSMC may cancel the contract for cause by giving 60 days' written notification. [7 CFR 210.16(d)].*
- 2) *The SFA may terminate The contract at any time by giving 60 days' written notification to the FSMC setting forth the reason for and the effective date of termination. Upon such termination, the SFA and the FSMC shall make settlement of all amounts due hereunder as follows: in the contract the FSMC will insert description of all applicable payment terms. [2 CFR 200.36(i) (2)].*

S) TRANSITION

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

T) REQUIRED DOCUMENTS WITH PROPOSAL WITH PROJECTED ANNUAL OPERATING STATEMENT

- 1) RFP CHECKLIST
- 2) Form 23 – PROJECTED ANNUAL OPERATING STATEMENT
- 3) Signature ready contract utilizing the State approved FSMC contract language.
- 4) CERTIFICATE OF INSURANCE –A Certificate of Insurance of FSMC's insurance coverage

- 5) AFFIRMATIVE ACTION FORM
Copy must be included with the proposal.
- 6) FSMC EXPLANATION OF PROCUREMENT – REBATES, DISCOUNTS, & CREDITS
- 7) DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

U) CONDITIONS & REQUIREMENTS

GENERAL CONDITIONS

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

LEGAL REQUIREMENTS

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

SUBMISSION OF PROPOSALS REQUIRED FORMS/RESPONSES

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

REQUIRED DOCUMENTS with Contract IF APPROVED

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

➤ NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

- 1) *Prior to the time a contract, purchase order or other contracting document is awarded or authorized, the FSMC provided the SFA, for itself or any other named subcontractor, with a current Business Registration Certificate issued by the New Jersey Department of Treasury, Division of Revenue or, at the option of the SFA, with sufficient information for the SFA to verify proof of business registration of the FSMC through a computerized system maintained by the State of New Jersey.*
- 2) *The FSMC shall provide written notice to its subcontractors, if any, of the responsibility to submit proof of business registration to the FSMC. The FSMC shall not enter into a contract with a subcontractor unless the subcontractor first provides the FSMC with proof of a valid business registration. The FSMC shall maintain and submit to the SFA a list of any subcontractors, and their addresses that may be updated from time to time during the course of the contract. Before final payment on The contract is made by the SFA, the FSMC shall submit a complete and accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, [N.J.S.A. 52:32-44(1)(c) and (d)].or shall attest that no subcontractors were used.*
- 3) *For the term of the contract, the FSMC, the subcontractor, if any, and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, P.L.1966, c.30 (C.52:32B-1 et seq.) on all sales of tangible personal property delivered into New Jersey. [N.J.S.A. 52:32-44(g)].*

➤ POLITICAL CONTRIBUTIONS

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

➤ DEBARMENT/SUSPENSION CERTIFICATE

- 1) *Included in its response to the SFA’s Invitation to Bid or Request for Proposal, the FSMC signed and submitted a Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. [7 CFR 3017.300]*
- 2) *The FSMC shall provide immediate written notice to the SFA if it learns that its certification was erroneous when submitted or has become erroneous due to changed circumstances. A false certification can be grounds for suspension of payments, suspension or termination of the award or suspension or debarment [7 CFR 3017.630]*

➤ CERTIFICATE OF INDEPENDENT PRICE DETERMINATION/FSMC WARRANTY

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

2) *The Certificate of Independent Price Determination shall be kept on file with the signed contract at the SFA.*

➤ **CERTIFICATION REGARDING LOBBYING**

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

➤ **STATEMENT OF OWNERSHIP INTEREST**

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

➤ **DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Included in its response to the SFA's Request for Proposal and before entering into contract or renewal, the FSMC signed and submitted a Disclosure of Investment Activities in Iran, pursuant to N.J.S.A. 18A:18A-49.4, which requires the SFA to implement and comply with the provisions of P.L. 2012, c. 25 (N.J.S.A. 52-32-55, et. seq.). P.L. 2012, c. 25 requires all bidders to complete a certification that attests that neither the bidder, nor any of its parents, subsidiaries and/or affiliates is listed on the list developed by the New Jersey Department of Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran, pursuant to section 3 of P.L.2012, c. 25 (N.J.S.A. 52:32-57).

➤ **CONSTRUCTION AND EFFECT**

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

Selection Criteria

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

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

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

Using the evaluation and scoring criteria, the contract will be awarded to the most responsible FSMC whose proposal is most advantageous to the SFA.

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

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

RFP Criteria and Evaluation Form

Name of Evaluator: _____

Signature: _____

Based upon your participation/observations in the evaluation process please use the following to score the Proposer's based the criteria listed below. The five criteria are weighed based upon importance to the District. The points awarded by you range from 1 to 5, with 5 being the highest score and 1 being the lowest, half point increments are allowed. After the points are awarded by you the weighing factor will be applied and thus a total score will be arrived. Based upon that score the Evaluation Committee will then recommend the company to the School Board for the award of the contract.

The Criteria Used In Evaluating Proposals <i>The points awarded range from 1 to 5, with 5 being the highest score and 1 being the lowest</i>	Weighting Factor	Points
1. Cost a) Overall operating statement net profit/loss b) The guaranteed return will be based upon the highest guaranteed return receiving the most points (5) with decreasing points for each FSMC's lower guarantee return.	20%	1 to 5
2. Management Plan- FSMC's Plan for Accomplishing Goals Presented in Solicitation and FSMC demonstration of having complete understanding of FSA food service program and its service requirements.	16%	1 to 5
3. Experience of FSMC – Total Business Experience, Experience with LEA's of Similar Size, Experience Operating Child Nutrition Programs, client retention and references. Transition plan, evidence of ability to meet financial targets.	17%	1 to 5
4. Financial Condition/Stability, Business Practices – Audit reports, operating statement, staffing Schedule including wages, benefits, taxes, etc. Accounting and Reporting Systems - including record keeping, discounts and rebates, inventory control, federal purchasing law compliance	15%	1 to 5
5. Personnel Management and Professional Standards Plan – including-staff qualifications, training, experience, org chart, safety standards	10%	1 to 5
6. Quality of Food to Be Procured - sample menus, snacks, portions, purchasing, buy America. Nutrition, promotion of nutrition and LWP (Local Wellness Policy), menu development, use of NJ-grown/locally grown produce, fresh food scratch cooking, quality control, employee supervision, promotion of healthy foods and produce, marketing, public relations, increasing student participation while complying with the LWP.	10%	1 to 5
7. Tour Attendance- of facility and understanding of student/staff population, ability to adjust to changing environment.	12%	1 to 5
	100%	

Please fill out the following Individual Criteria Pages Worksheet

CRITERIA	Possible Points	Points Awarded
1. Cost a) Overall operating statement net profit/loss b) The guaranteed return will be based upon the highest guaranteed return receiving the most points (5) with decreasing points for each FSMC's lower guarantee return.	1 to 5	Insert the points awarded to each company below
Notes & Comments:		

CRITERIA	Possible Points	Points Awarded
2. Management Plan- FSMC's Plan for Accomplishing Goals Presented in Solicitation	1 to 5	Insert the points awarded to each company below
Notes & Comments:		

CRITERIA	Possible Points	Points Awarded
3. Experience of FSMC – Total Business Experience, Experience with LEA’s of Similar Size, Experience Operating Child Nutrition Programs	1 to 5	Insert the points awarded to each company below
Notes & Comments:		

CRITERIA	Possible Points	Points Awarded
4. Financial Condition/Stability, Business Practices – Audit reports, operating statement, staffing Schedule including wages, benefits, taxes, Purchasing law compliance, etc.	1 to 5	Insert the points awarded to each company below
Notes & Comments:		

CRITERIA	Possible Points	Points Awarded
5. Personnel Management and Professional Standards Plan – including- staff qualifications, training, experience, org chart, safety standards	1 to 5	Insert the points awarded to each company below
Notes & Comments:		

CRITERIA	Possible Points	Points Awarded
6. Quality of Food to Be Procured - sample menus, portions, purchasing, buy America. LWP, menu development, taste testing, fresh food scratch cooking, etc.	1 to 5	Insert the points awarded to each company below
Notes & Comments:		

CRITERIA	Possible Points	Points Awarded
7. Tour Attendance of facility and understanding of student/staff population, ability to adjust to changing environment.	1 to 5	Insert the points awarded to each company below
Notes & Comments:		

APPENDIX I
Required Components of RFP
CHECKLIST

Required Components of RFP

APPENDIX I 2019-20

We, the undersigned, agree to operate the food service management program as described in the quote specifications for the 2019-20 school year.

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

1) Executive Summary

- Cover letter stating the intentions of the FSMC proposal.
- Summary detailing the FSMC findings and recommendations for the SFA's food service program. Exceptions to any of the stipulations contained in these specifications or general provisions will be clearly outlined in a separate letter from FSMC.

2) Financial Information

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

3) Company Profile & District Support

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

4) Client List

- Client references list of present SFA's served by the contractor in the State of New Jersey. (Client list indicating name, address, telephone number, and contact person.)
- Provide examples of scope of experience in school food service management

Management Company: _____

5) Staff Management & Development

- A staffing schedule planned for each school, to include job titles, number of hours for each, and rate per hour or salary.
- Supervisors or bookkeepers should also be included.
 - Full-time Food Service Director (Required) but not required to be on site daily if a manager is on site daily.
 - If a Shared Food Service Director explain why the exception
- Description of fringe benefits offered to employees.
- Description of employee training program and implementation of Required Professional Standards.
- FSMC agrees to discharge or transfer any employee at the request of the SFA. The vacancy is to be filled without interruption of service. Description of how Chapter 116 P.L. 1986, background check, will be implemented.

6) Menu Development

- A sample twenty-one day menu cycle that must be implemented if the proposal is accepted
- Schedule of all selling prices for meals and a la Carte.
These prices would become the Price Schedule of the contract if the proposal were accepted. The a la carte selections will also include the portion sizes to be provided. These prices may be changed only after approval of the SFA.
- Policy regarding meals or refreshments at special school functions such as after-school meetings, faculty dinners, evening parties, athletic programs, etc.
- Describe purchasing practices and quality standards.

7) Marketing & Merchandising

- Description of merchandising and promotional programs and plans.

8) Wellness & Nutrition Education

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

9) Communication & Customer Service

- Details pertaining to FSMC's communication to the students, parents, faculty, administration, and the community. Prefer attendance at Back-to-school nights (2) in September to review food choices/ menus with parents.

10) FSMC Standards & Procedures

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

Management Company: _____

11) Accounting

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

12) Required Proposal Documents

- Form 23 – Response and Projected Operating Statement
- Describe how the FSMC will identify and report rebates, discounts, and credits that will be applied back to the SFA. What will be the frequency of the reporting of these discounts, rebates or credits? Explain position of FSMC on 7CFR 210.21(i-vi) Procurement- Rebates, Discounts, and Credits (Form Attached)
- Completed - Required components of Appendix I Form
- Company must be registered with N.J. State Dept. of Agriculture for fiscal year 2019-20.
- Affirmative Action Acknowledgement (Form attached) plus one of below approvals:
 - Evidence of Federal approval, OR
 - N.J. Certificate of Employer Information Report Approval, OR
 - Completed Employee Information Report (Form AA302-form)
- Business Entity Disclosure Certification (Form attached).
- New Jersey Business Registration with the Dept. of Treasury. Please supply of a copy of your Business Registration Certificate.
- Political Contribution Disclosure Form
- Insurance coverage for product and personal liability. Please supply a copy of Certificate of Insurance with 10,000,000 coverage.
- Signature ready contract based on the proposed management fee, guarantee (if applicable), and any proposed conditions or limitations.

Management Company: _____

Authorized Signature & Title: _____

Date: _____

REQUIRED FIRST PAGE RESPONSE

Excel Spreadsheet

PROPOSED ANNUAL OPERATING STATEMENT
--

with
Required Components of
Administrative / Management Fee

Must submit using NJ Department of Agriculture's Form #23
at the time of this proposal.

APPENDIX II

REQUIRED QUOTATION FORMS

AFFIRMATIVE ACTION ACKNOWLEDGEMENT

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

_____NAME OF FIRM

_____SIGNATURE

_____TITLE

_____ADDRESS OF FIRM

_____DATE

ALL COMPANIES MUST SUBMIT THIS FORM WITH PROPOSAL

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

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

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the
 <FSMC>_____ has not made and will not make
 any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of
 this contract in the one year period preceding (*date of award scheduled for approval of the contract by the governing body*) to
 any of the following named candidate committee, joint candidates committee; or political party committee representing the
 elected officials of the «SchDist»
 as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address

Part 3 – Signature and Attestation:

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

Name of Business Entity: _____

Signed: _____ Title: _____

Print Name: _____ Date: _____

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

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

Brielle Board of Education

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

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

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

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

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

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

“business entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction; “interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

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

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

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

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

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

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

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

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

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



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

- (i) The FSMC shall **charge the SFA only for costs** that are actual and allowable, **net of** all credits, discounts, rebates, and allowances.
  
  - (ii) The FSMC must either:
    - Identify allowable and unallowable costs** on billing documents, OR
    - Must exclude all unallowable costs** from its billings and certify that only allowable costs are submitted for payment by the SFA.Records must be established that maintain visibility of unallowable costs including directly associated costs, in a manner suitable for contract cost determination and verification.
  
  - (iii) The determination of **allowable costs must be made in compliance** with the applicable USDA and program regulations and Office of Management and Budget Circular A-87.
  
  - (iv) The FSMC must **identify the amount** of each discount, rebate and other applicable credit on bills and invoices presented to the SFA for payment  
**AND individually identify the amount as a discount, rebate or credit.**  
  
This information must be reported monthly. The FSMC must identify the location in the contract that indicates the frequency of reporting discounts, rebates, or credits.
  
  - (v) The FSMC must **identify the specific method(s)** by which it will report discounts, rebates and other applicable credits allocable to the contract, that are not reported prior to the conclusion of the contract.  
The FSMC must identify the location in the contract where the methods are specified.
  
  - (vi) The FSMC must **maintain documentation** of costs and discounts, rebates and other applicable credits, and must **furnish** such documentation **upon request** to the SFA, state agency or USDA.
- 

### **PLEASE COMPLETE THE FOLLOWING:**

The FSMC must either: (Choose One)

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

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

\_\_\_\_\_

\_\_\_\_\_

(Please attach additional pages as needed)

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

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

ALL COMPANIES MUST SUBMIT THIS FORM WITH PROPOSAL

# **APPENDIX III**

## **GENERAL INFORMATION/ COST CHECKLIST**

**Brielle  
Board of Education**

## COST RESPONSIBILITIES

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



## COST RESPONSIBILITIES

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

# **BRIELLE BOARD OF EDUCATION**

## **GENERAL INFORMATION**

### **GENERAL INFORMATION**

- SFA anticipates 172 Food Service Days for the **2019-2020** School Year. Proposals must be based on the anticipated number of serving days.
- SFA anticipates the enrollment to be 521 for the **2019-2020** School Year. Proposals must be based on the anticipated enrollment.

|                           | GRADE | ENROLLMENT | FREE&REDUCED% |
|---------------------------|-------|------------|---------------|
| Brielle Elementary School | K-8   | 521        | 3.76%         |
| <b>Total Enrollment</b>   |       | <b>521</b> |               |

### **ATTACHMENTS:**

#### **Audit**

1. Enterprise Fund Audit Operating Statement for 2017-18 can be found on the district website.
2. Audit Page with Number of Meals Served for that audit year on it or all claim reports for audit year 2017-18

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

3. Current menu configuration K-8. **For 2019-2020 menu configuration: Elementary K-8.**
4. Schedule “A” for School Nutrition Programs for the current year which indicates the Student & Adult price list for all meals.
5. Complete meal and a la Carte Price list

#### **Edit Check Reports**

6. Lunch, and Snack Edit Check Reports for one month for each school & district for October.

#### **Staffing**

7. Staffing Schedule with all employees listed by building with hours staffed and current hourly rates.
8. Note which employees currently receive health benefits.
9. Are the FSMC Personnel Non-Union? Include a copy of the Union contract, if applicable.

#### **Other**

10. Serving Times for Meals
11. Cost Responsibility Checklist
12. Other Pertinent Information, as required.

#### **District Charge Policy**