

**SPECIFICATIONS  
AND  
REQUEST FOR PROPOSAL (RFP)  
FOR FOOD SERVICE MANAGEMENT  
PROGRAM**

Monmouth Regional High School  
1 Norman J Field Way  
Tinton Falls NJ 07724  
[www.monmouthregional.net](http://www.monmouthregional.net)

**2018-2019**

**FUNDED CHILD NUTRITION PROGRAMS**

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**Note: SFA = Monmouth Regional High School**

# REQUEST FOR PROPOSALS

## NOTE: DUE DATE EXTENDED TO 4/25/18 10 AM

The Monmouth Regional High School District is currently requesting proposals for the management of school food services. The FSMC will provide management services according to United States Department of Agriculture (USDA) regulations and guidelines as well as the New Jersey Department of Agriculture policies and guidelines.

The FSMC must currently be registered with the NJ Department of Agriculture Division of Food and Nutrition.

Specifications and proposals may be obtained from Maria Anne Parry, School Business Administrator between the hours of 7:30 AM – 3 PM Monday – Friday (except as listed on the school calendar <https://www.monmouthregional.net/Page/2#calendar1/20180221/month> ) at the address listed below. Specifications and proposals can also be obtained via request for email: [mparry@monmouthregional.net](mailto:mparry@monmouthregional.net). Requests can also be faxed to the attention of Maria Parry at 732-548-5815.

Upon release of the RFP, all FSMC communications concerning this information request must be directed in writing via email to [mparry@monmouthregional.net](mailto:mparry@monmouthregional.net) – Maria Parry, the School Business Administrator, who is the only authorized contact person for the RFP.

A walk-through meeting is scheduled for Wednesday March 28, 2018 at 11:15 AM in the Cafeteria of Monmouth Regional High School, 1 Norman J Field Way, Tinton Falls NJ 07724 (enter through new front entrance).

All proposals must be submitted no later than 10 AM on Tuesday April 17, 2018. Proposals should be delivered in a sealed envelope and addressed to Maria Anne Parry, School Business Administrator and clearly marked “FSMC Proposal”, and submitted to the address below:

Maria Anne Parry, CPA, PSA  
School Business Administrator/Secretary to the Board  
Monmouth Regional High School  
1 Norman J Field Way  
Tinton Falls NJ 07724

The Monmouth Regional High School Board of Education reserves the right to accept or reject any and or all proposals or accept the proposal that is finds, in its sole discretion, to be the most advantageous to the SFA.

**2018-2019 School Year**  
**INSTRUCTIONS for FOOD SERVICE MANAGEMENT QUOTATIONS**

The organization or individual responding to this request will be referred to as the Food Service Management Company (FSMC). The contract will be between the FSMC and Monmouth Regional High School Board of Education referred to as the Local Education Agency (MONMOUTH REGIONAL HIGH SCHOOL DISTRICT).

**PURPOSE OF REQUEST FOR PROPOSAL (RFP)**

The purpose of this request is to provide for the operation of the Monmouth Regional High School Board of Education'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, cleanup, sanitation, training, hiring and supervising personnel, and presenting food in a way to create optimum student participation. The program will include the use of federally donated commodities.

**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. FSMC's are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement.

**ISSUING OFFICE**

The Business Office of the Monmouth Regional High School Board of Education, 1 Norman J Field Way, Tinton Falls NJ 07724, attention Maria Anne Parry, is the issuing office for this document and all subsequent addenda relating to it.

## **BASIC FSMC REQUIREMENTS**

The intent of this request for proposal is to provide food management services for the Food Services Department at Monmouth Regional High School 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 manage the food services operations of the Monmouth Regional High School Board of Education. The qualification data shall be submitted by each contractor along with the sealed proposal.

## **SPECIFICATIONS**

The Monmouth Regional High School Board of Education participates in the National School Nutrition Program. Surplus food commodities are available for use in the food service programs and it is the interest of the Monmouth Regional High School Board of Education that such items be tastefully included in the menus to the greatest extent possible.

# **MONMOUTH REGIONAL HIGH SCHOOL DISTRICT AND FSMC**

## **RESPONSIBILITIES**

### **As per form #17 Fixed Price Contracts:**

#### **Food Service Management Company (FSMC) Request for Proposal (RFP) and FIXED PRICE Contract**

In accordance with Federal civil rights law and U.S. Department of Agriculture (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, disability, age, 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.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410; (2) Fax: (202) 690-7442; or (3) Email: [program.intake@usda.gov](mailto:program.intake@usda.gov). This institution is an equal opportunity provider.

Any School Food Authority (SFA) selecting to use an FSMC must prepare an RFP utilizing this document which may not be re-typed or changed in any way. Any changes to this RFP document in the form of additional requirements or specifications must be submitted to the State Agency as an RFP/Contract Modification Request and submitted on line by April 30<sup>th</sup>.

Amendments to the original or renewal year contract are not permitted. Should the SFA and FSMC enter into any amendment, the New Jersey Department of Agriculture, Division of Food and Nutrition (NJDA or DFN) will not review the amendment and the language in this document prevails as binding.

The purpose of this solicitation is to provide for the management of the SFA's school food service program. The FSMC will assume responsibility for the efficient management of the food service program.

**SCHOOL FOOD AUTHORITY NAME:** Monmouth Regional High School

**SNEARS AGREEMENT NUMBER:** 25-3270

**CONTRACT STARTING DATE:** 07/01/2018

**CONTRACT ENDING DATE:** June 30, 2019

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

The above-named 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:

- |                                     |  |                                     |
|-------------------------------------|--|-------------------------------------|
| <input checked="" type="checkbox"/> | National School Lunch Program (NSLP)   | Estimated Minimum Serving Days: 172 |
| <input checked="" type="checkbox"/> | School Breakfast Program (SBP)   | Estimated Minimum Serving Days: 172 |
| <input type="checkbox"/>            | Afterschool Snack Program (ASSP)   | Estimated Minimum Serving Days: 172 |
| <input type="checkbox"/>            | Special Milk Program (SMP)   |                                     |
| <input type="checkbox"/>            | Provision 1, 2, 3 or Community Eligibility (CEP) Fresh Fruit and Vegetable Program |                                     |
| <input checked="" type="checkbox"/> | (FFVP) Child and Adult Care Food Program   |                                     |
| <input type="checkbox"/>            | (CACFP) Summer Food Service Program (SFSP)   |                                     |
| <input checked="" type="checkbox"/> | A la Carte items (Smart Snack compliant) and meals                                 |                                     |
| <input checked="" type="checkbox"/> | Vending  |                                     |
| <input checked="" type="checkbox"/> | Catering   |                                     |

Proposals must be inclusive of all of the SFA's current programs.

Indicate whether or not the SFA has an SFA to SFA Vended Meal Contract with other sponsors and, if so, list the name of the Recipient SFAs to which meals are provided. SFA must also provide information for existing Consolidation Agreements with other SFAs.

Yes  No (choose one), the SFA provides/sells meals to other SFAs. \*

Details provided in Section II, SFA to SFA Vended Meal Contracts or Consolidation Agreements Form #377 listing SFA/sites with Vended Meals Contracts and/or Consolidation Agreements. \*\*

\*No FSMC employees are allowed to be onsite at the Recipient SFAs.

\*\*Completed SFA to SFA Vended Meal Contracts and Consolidation Agreements must be in place each year. This process is completed yearly online in SNEARS by June 30<sup>th</sup> in the ECAS system.

## **I. General Information**

### **A. Procurement**

1. 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, 2 CFR 200.318-200.326.
2. This contract will be a Fixed Price Contract to be bid in two parts equaling the total per meal cost reimbursement ("Meal Rate") to the FSMC. Although the maximum per meal cost reimbursement is the bid price or the per meal reimbursement to the FSMC. It is contingent upon the following:
  - a. Direct cost of operations
  - b. Management Fee - represents a profit to the FSMC
3. The SFA must determine the existence of the proper pass through value of the donated commodities; e.g., credits or reductions on the invoice in the month of receipt. The values are to be based on the values at the point the SFA receives the commodities from the New Jersey Department of Agriculture (NJDA), and on USDA commodity prices pertinent to the time period.
4. 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 bids or proposals in accordance with Title 2 CFR 200.319(b).
5. SFAs are prohibited from entering into a contract with an FSMC that provides recommendations, develops or drafts specifications, requirements, statements of work, requests for proposals, contract terms and conditions, or other documents for use in conducting procurement.
6. The SFA reserves the right to reject any or all bids if deemed in the best interest of the SFA.
7. The SFA will award the contract to the most 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.
8. 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 FSMC cannot secure relief on the plea of error. The SFA is not liable for any cost incurred by the bidder/proposer prior to the New Jersey Department of Agriculture (NJDA) Division of Food and Nutrition's (DFN) final approval of the contract, as documented by the State Agency upon its approval in the Electronic Contract Approval System (ECAS) 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 DFN.
9. If additional information is required, please refer to Section II, Bid Information Form #379 of the RFP.
10. A Pre-Bid Meeting with interested bidders/proposers to review specifications, to clarify any questions, and for a walk-through of the facilities with school officials is not mandatory. However, it is strongly recommended and encouraged. Refer to Section II, Bid Information Form #379 of the RFP for time and location.

### **B. Award Criteria/Methodology**

1. The contract will be awarded to the responsible bidder/proposer whose proposal is the most advantageous to the program with price and other factors considered. An evaluation committee must be comprised of at least three people. Each committee member evaluates proposals independently. Scoring criteria must be established and assigned points as part of the RFP preparation using the Scoring and Evaluation Criteria, Form #320A in Section II.
2. Scoring Methodology: The relative value assigned to each criterion must be specified by the SFA with the first one being price, which must be the primary factor (assigned 51% or more of the points or assigned the greatest number of points compared to other criterion). Once the technical and cost components have been

evaluated and ranked, the SFA may negotiate both components with any bidder/proposer receiving an average of 80% or more (criteria must be consistent with the RFP and cannot add or delete specifications/requirements, i.e. the scope cannot change). At the conclusion of the negotiations the proposals are rescored and the award is made to the bidder/proposer presenting the most advantageous proposal, with price used as the primary criterion/factor.

**C. Bid Protests**

1. Any action which diminishes full and open competition seriously undermines the integrity of the procurement process and may subject the SFA to bid protests. SFAs are responsible for properly responding to protests and concerns raised by potential contractors. SFAs must attach their bid protest procedures to their RFPs. Pursuant to 2 CFR 200.318(k), SFAs must in all instances disclose all information regarding a protest to DFN. The SFA's bid protest procedure is located in Section II, Bid Information Form #379.

**D. Bonding Requirement**

1. Bid Guarantee: The FSMC shall submit with its proposal, a bid guarantee for at least five percent (5%) of the total bid price in the form of a firm commitment such as a bid bond, postal money order, certified check, cashier's check, or irrevocable letter of credit. Bid guarantees other than bid bonds will be returned (a) to unsuccessful FSMCs as soon as practicable after the opening of bids; and (b) to the successful FSMC upon execution of such further contractual documents (i.e., insurance coverage) and bonds as required by the proposal.

**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 Terms**

1. The contract shall be for a period of one year as listed on page 2 of the RFP with up to four optional one-year renewals with mutual agreement between the SFA and the FSMC. 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 the terms and conditions of the contract shall remain substantially the same. [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 FSMC shall not be allowed to take advantage of any errors or omissions in the RFP specifications. Where errors occur in the RFP specification, the FSMC shall promptly notify the contact person listed. Inconsistencies in the RFP specifications are to be reported prior to proposals being submitted. The SFA must communicate to all potential bidders/proposers.

**H. Final Contract**

1. The complete contract includes all documents included by the SFA in the RFP and the proposal submitted by the FSMC. No additional addendums may be added.

**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. To the extent permissible under State law, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards.

**J. Late Bids**

1. The SFA will not consider any bid 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 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, include revenue from vending machine sales as part of the a la carte revenue.

**L. Payment and Fees**

1. The following definitions are provided to clarify what are allowable direct costs:
  - a. **Food:** limited to those items purchased for use in the preparation and service of student, adult, and a la carte meals as specified under terms and conditions.
  - b. **Labor:** limited to on-site employees responsible for the management, preparation, service, and clean-up of meals.
  - c. **Miscellaneous Expenses:** paper supplies, equipment rental, cleaning materials, commodity handling and warehousing charges, travel as required for effective program management, uniforms, printing, taxes and licenses, insurance, and as contractually obligated herein. All expenses must be allowable and directly allocable to the food service operation.

**M. Additional Information**

1. The SFA may add any additional items that need to be covered in the RFP/original contract or addendum by submitting a RFP/Contract Modification Change Request Form electronically to the State Agency by April 30<sup>th</sup>. The RFP/Contract Modification Change Request Form should be emailed to [SNPSpecialProjects@ag.nj.gov](mailto:SNPSpecialProjects@ag.nj.gov). The SFA may not add additional items to the Renewal Year Addendums without rebidding unless the item constitutes an immaterial change from the original contract. NJDA cannot provide an exclusive listing of which changes are material regarding the many procurement actions undertaken in CN programs. SFA should consult with legal counsel in making those determinations. However, NJDA views a change as material when, had the new term been in the solicitation and original contract, it could have affected how the bidder/proposer and other competitors responded to the RFP.

Any FSMC that submits a proposal for items or activities not requested by the SFA as specified in the RFP shall not be considered in the scoring process. The FSMC may be considered overly responsive and the proposal may not be accepted.

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. It must also be addressed at the walk-through. The ending contract term date will always be June 30.

This proposal and contract are based on the SFA's 21-day menu or an alternate menu may be submitted by the FSMC, but must be approved by the SFA prior to implementation.

**The following are the minimum food specifications all FSMCs must adhere to and provide, SFA may customize these food specifications using a RFP/Contract Modification Change Request Form # 47FP:**

<b>Product</b>	<b>Level of Inspection/Quality</b>
Dairy Products	Grade A
Fresh Eggs	USDA Grade A or equivalent, 100% candle
Frozen Eggs	Must be USDA inspected
Milk	Pasteurized Grade A
Eggs and Dairy Products	USDA Grade A
Canned Fruit & Vegetables	U.S. Grade A Choice or fancy (fruit to be packed in light syrup or natural juices)
Fresh Fruits & Vegetables	USDA No. 1 Grade Fancy
Frozen Fruit & Vegetables	U.S. Grade A Choice or better

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
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.
Staple Groceries	To be a quality level commensurate with previously listed standards

## II. Standard Terms and Conditions

### A. Scope and Purpose:

1. The FSMC shall operate in conformance with the SFA's Policy/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 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 USDA, and any additions or amendments thereto, including but not limited to, Title 7 CFR parts 210, 215, 220, 245, 250, 3017, and 3018; Title 2 CFR part 200; and Title 7 CFR parts 225 (SFSP) and 226 (CACFP), as applicable.
5. All income accruing as a result of payments by children and adults, federal and state reimbursements, and all other income from sources such as donations, special functions, grants, loans, etc., shall be deposited in the SFA's food service account. Any profit or guaranteed return shall remain in the SFA's non-profit food service account. The guaranteed return can be no less frequent than yearly. This is a non-profit program and, as such, the SFA's food service account should retain a maximum balance of three (3) months operating expenses on hand as is required under 7 CFR 210.9(b)(2).
6. ~~The SFA may require any FSMC submitting a proposal to guarantee a minimum surplus dollar amount.~~ **Note: This is optional; provide amount only if the SFA wants to state a required guarantee in this contract/RFP. N/A**
7. Guarantee: The documentation supporting the Guarantee is to be submitted with the Projected Operating Cost Worksheet (Form #23) in Section III. If the FSMC proposes a guarantee it must be unlimited. Guarantee options are listed below and the guarantee details and amount must be submitted on FSMC Guarantee Form #374:
  - Guarantee Deficit
  - Guaranteed Breakeven
  - Guaranteed Surplus
  - No Guarantee
8. The SFA and the FSMC agree that this contract is neither a "cost-plus-a-percentage-of-income" nor a "cost-plus-a-percentage-of-cost" contract as required under 7 CFR 210.16(c) and 2 CFR 200.323(d).
9. The SFA shall be legally responsible for the conduct of the food service program, and shall supervise the food service operations in such manner as will ensure compliance with the rules and regulations of NJDA and the USDA regarding each of the CN programs covered by this contract. The SFA shall not relinquish any prohibited responsibilities to the FSMC.
10. The SFA shall retain control of the CN program's food service account and overall financial responsibility for the CN programs.

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/milk.) **These prices shall not be established by the FSMC.** However, the FSMC may provide recommendations.
12. The FSMC shall provide additional school-related food service, such as banquets, parties, refreshments for meetings, etc., as requested by the SFA. The SFA or requesting organizations will be billed for the actual cost of food, supplies and labor, and the FSMC's administrative expenses if applicable to providing such service. USDA commodities shall not be used for these special functions.
13. The SFA reserves the right, at its sole discretion, to sell or dispense any food or beverage before or after the SFA's regularly scheduled lunch or breakfast periods, provided such is not prohibited by Local Wellness Policies and state or federal program regulations.
14. 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 Local Wellness Policy including the nutrition guidelines as required.
15. The SFA may make reasonable requests with respect to the improvement of the operation of the food service program.
16. The SFA reserves the right to add or delete locations of food service from the list of schools included in the program as conditions may change, however, if the SFA does add or delete locations, it is duly noted by the SFA that such action may result in a material change to the agreement and this would constitute either a rebidding of the initial contract or bidding a separate contract to facilitate this addition. SFAs should consult with their legal counsel in making these determinations.
17. The FSMC shall make substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet, and those 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.
18. Payment Terms/Method: The FSMC shall invoice the SFA at the end of each month for amounts due based on on-site records. The SFA shall make payments within 30 business days of the invoiced date or sooner if allowed by SFA School Board policy. The payment of interest and late fees from the non-profit school food service account fund is prohibited. This documentation must be retained on-site by the SFA. Costs, charges, and expenses must be mutually agreeable to the SFA and the FSMC and be allowed by state and federal regulations. Upon termination of the Agreement, all outstanding amounts shall immediately become due and payable.
19. The SFA is responsible for all contractual agreements the SFA enters into in connection with the CN programs.
20. 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.
21. The FSMC shall comply with the provisions of the RFP specifications, which are hereby in all respects made a part of this contract.
22. No provision of this contract shall be assigned or subcontracted without prior written consent of the SFA and DFN
23. No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.
24. Any silence, absence, or omission from the contract 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.
25. Payments on any claim shall not preclude the SFA from making a request for adjustment on any item found not to have been in accordance with the provisions of this contract and bid specifications.
26. The SFA shall be responsible for ensuring the resolution of program review and audit

findings. This contract must be reviewed and approved by NJDA prior to execution.

**B. Signature Authority:**

1. The SFA shall retain signature authority for the Policy Statements and Agreement to participate in the CN programs, including but not limited to the Application Packet, School Food Distribution Agreement, the Verification Report, and 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 in the School Nutrition Electronic Application and Reimbursement System (SNEARS).
3. The SFA is responsible for reviewing the data and signing the Edit Check Worksheet(s) prior to the submission of the monthly Claim for Reimbursement.

**C. Free and Reduced-Price Meals Policy:**

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 meal/milk count using the meal counting system submitted by the SFA in their application to participate in the CN programs and approved by DFN, as required under Title 7 CFR 210.8. Such meal/milk counting system must eliminate the potential for the overt identification of free and reduced price eligible students under Title 7 CFR 245.8 and prevent erroneous meal counts. The FSMC is responsible for ensuring students are not being claimed for meals when they were not in attendance at the time of the meal or did 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 parent/guardian. This may not be delegated to the FSMC.
5. The SFA shall be responsible for the determination of eligibility for free and reduced-price meals and free milk and will not disclose confidential information to the FSMC, as required under Title 7 CFR 210.16(a). The SFA will provide the FSMC with a list of children. This list must be updated by the SFA when changes occur in a student's eligibility status. These activities may not be delegated to the FSMC.
6. The SFA shall be responsible for conducting any hearings related to determinations regarding eligibility for free and reduced-price meals and free milk. This may not be delegated to the FSMC.
7. The SFA shall be responsible for verifying household applications for free and reduced-price meals and follow-up activities as required by federal regulations. This may not be delegated to the FSMC.

**D. USDA Donated Foods:**

1. All USDA donated foods received for use by the SFA for the school year and made available to the FSMC shall be used in the SFA's food service. [7 CFR 250.50(a)].
2. The FSMC shall perform the following activities related to USDA donated foods and shall perform such activities in accordance with the applicable requirements in 7 CFR Part 250:
  - a. Preparing and serving meals;
  - b. Ordering or selection of donated foods in coordination with the SFA;
  - c. Storage and inventory management of donated foods;
  - d. Payment of processing fees or submittal of refund requests to a processor on behalf of the SFA, or remittance of refunds for the value of donated foods in processed end products to the SFA; and
  - e. Procurement of processed end products on behalf of the SFA. [7 CFR 250.53(a) (4)].
3. The FSMC shall credit the SFA for the value of all USDA donated foods received for use in the SFA's meal service in the school year (including both entitlement and bonus foods), and including the value of donated foods contained in processed end products, if applicable. [7 CFR 250.53(a) (1)].

The FSMC shall perform such crediting monthly and maintain backup documentation to substantiate the credit by:

- a. Warehouse Donated Foods:
  - each month
  - by disclosure to the SFA for the value of all USDA donated foods received in the school year.
- b. Processed Donated Foods:
  - each month
  - by monitoring and reporting by disclosure the commodity pass-through value as used by each commodity processor receiving any portion of the SFA's entitlement dollars. [7 CFR 250.53(a) (2)].

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 the SFA for the value of all USDA donated foods in the SFA's inventory carried over from the preceding school year.

4. In crediting the SFA for the value of USDA donated foods, the FSMC shall use the market value of donated foods as identified on the Monthly Warehouse Market Value Report from the New Jersey Department of Agriculture Food Distribution Program (the "Distributing Agency"). In crediting for the value of 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 250.53(a) (3)].
5. The FSMC will use all donated ground beef and ground pork products, and all processed end products, in the SFA's food service. [7 CFR 250.53(a) (5)]. The FSMC will use all other donated foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the SFA's food service. [7 CFR 250.53(a) (6)].
6. In the procurement of processed end products on behalf of the SFA, the FSMC will comply with the requirements of Subpart C of 7 CFR Part 250 and with the provisions of the Distributing Agency or SFA processing agreements, and will credit the SFA for the value of donated foods contained in such end products at the processing agreement value. The FSMC will not itself enter into the processing agreement with the processor. [7 CFR 250.53(a) (7), (8)].
7. The FSMC will comply with the storage and inventory requirements for USDA donated foods as set forth in 7 CFR 250.14(b) and 7 CFR 250.52. [7 CFR 250.53(a) (9)]. The FSMC shall ensure that its system of inventory management does not result in the SFA being charged for USDA donated foods. [7 CFR 250.53(b)]

The FSMC shall maintain accurate and complete records with respect to the receipt, use/disposition, storage and inventory of all USDA donated foods. The FSMC will maintain records to document its compliance with the requirements relating to donated foods, in accordance with 7 CFR 250.54(b). [7 CFR 250.53(a) (11)].

8. The SFA, the Distributing Agency, the USDA, the Comptroller General, or their duly authorized representatives, may perform onsite reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods. [7 CFR 250.53(a)(10)].
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 must 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 received for use in the SFA's food service in the school year, including the value of donated foods contained in processed end products. [7 CFR 250.54(c)].
11. The FSMC must comply with the Food Distribution Agreement for Distribution and Use of USDA Foods found in SNEARS on the NJDA website. [7 CFR 250 *et. seq.*].

#### **E. Crediting for and Use of Donated Foods:**

1. The FSMC must credit the SFA for the value of all donated foods received for use in the SFA's meal service in the school year (including both entitlement and bonus foods).
2. The FSMC must credit the SFA for the value of 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 donated food value in processed end products on to the SFA.
3. In accordance with 7 CFR 250.51(a) and (b), the FSMC is required to credit the SFA for the full value of all USDA foods received for use in the SFA's meal service in the school year and identified on the billing invoice submitted to the SFA for payment. The SFA must determine the method by which crediting will occur and the means of documentation to be utilized to verify that the value of all donated foods has been credited. All crediting must be done on no less than a monthly basis. The FSMC shall have records available to substantiate that the full value of all USDA donated foods is used solely for the benefit of the SFA.
4. Following 7 CFR 210.21(f)(iv), invoices must clearly display all applicable credits to the SFA.

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

1. The FSMC will comply with the storage and inventory requirements for donated foods in 7 CFR 250.14(b).
2. The FSMC will maintain records to document its compliance with requirements relating to donated foods, in accordance with 7 CFR 250.45(b).
3. The SFA and FSMC must maintain the following records relating to the use of donated foods with the exception of a. 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 the SFA for the value of all donated foods received for use in the SFA’s food service in the school year, including, in accordance with the requirements in 7 CFR 250.51(a), the value of donated foods contained in processed end products.
    - i. The actual donated food values used in crediting.
    - ii. The FSMC must maintain documentation of its procurement of processed end products on behalf of the SFA, as applicable.
4. The SFA must ensure that the FSMC is in compliance with the requirements of 7 CFR Part 250 through its monitoring of the food service operation, as required in 7 CFR Parts 210, 225, or 226, as applicable.
5. The SFA must conduct a reconciliation at least annually (and upon termination of the contract) to ensure that the FSMC has credited it for the value of all donated foods received for use in the SFA’s food service in the school year.

**G. Renewal Assumptions:**

- a. Assumptions: Financial terms of the Agreement are based upon existing conditions and the following assumptions. If there is a material change in conditions, including, without limitations, changes to the following assumptions, this contract (1) may be terminated at the end of the current term or (2) continue under the same terms as written and specified in the RFP and proposal.

The distinction between a minor change and a material change cannot be qualified for every action undertaken in the CN programs. However, at a minimum, a change is material when, had the new term been in the solicitation and original contract, it could have affected how the bidder/proposer and other competitors responded to the RFP.

Services or features contingent on multi-year contracts are not allowable, for example equipment installation may not be stipulated for contract renewal years.

- b. The SFA reserves the right to expand the federal CN programs in order to provide availability of food resources to children and students that can be served through these programs so long as both parties are in agreement and prior approval is obtained by DFN.

- c. The SFA’s policies, practices, and service requirements shall remain materially consistent throughout the contract term and any subsequent contract renewals.

The term materially consistent shall mean that a change does not (1) materially increase FSMC’s cost of providing management service or (2) materially decrease the net revenue derived from the food service operations.

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

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

- iv. The government reimbursement rates in effect shall remain materially consistent throughout the year.
- v. Meal components and quantities required by any of the programs selected on page 2 of this document will remain consistent with prior years.
- vi. Service hours, service requirements and type or number of facilities selling food and/or beverages on SFA's premises shall remain materially consistent throughout the contract term and any subsequent contract renewal years.
- vii. The state or federal minimum wage rate and taxes in effect shall remain materially consistent throughout the year.
- viii. The average daily student enrollment for the Current Year shall be with two (2) percent of what is stated in Section II.
- ix. The projected number of full feeding days noted on page 2 shall remain materially consistent in renewal years.
- x. SFA revenue credited to the food service program shall include all state and federal amounts received specifically for CN operations.
- xi. Contract Cost Increase: The SFA and 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; and the terms and conditions of the contract shall remain substantially the same. [N.J.S.A. 18A:18A-42].
  - i. All contract renewals shall be for a period of one year beginning July 1 and ending June 30, with mutual agreement between the SFA and the FSMC. Renewal contracts cannot be effective prior to the final approval date by DFN and execution by both parties.
  - ii. Renewal year contracts are contingent upon fulfillment of all contract provisions. If DFN determines during an Administrative Review, Procurement Review, audit, etc., that the FSMC is not meeting contractual obligations and is responsible for noncompliance of program regulations, DFN may decline to approve a renewal contract until it can be demonstrated that the FSMC is capable of meeting contractual obligations and being in compliance with program regulations.

#### **H. Health Certifications:**

- a. 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. All certifications shall be posted in a prominent place within the Food Service Facilities as required.
- b. 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 durations of the contract as required under Title 7 CFR 210.16(c).
- c. The FSMC shall adhere to the Food Safety Plan implemented by the SFA for all preparation and service of school meals, using a Hazard Analysis and Critical Control Point (HACCP) system as required under Public Law 108-265.

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

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

## **I. Meals**

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

b. 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.

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

d. 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.

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

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

g. In order for the FSMC to offer a la carte food service, the FSMC must offer free, reduced price and paid reimbursable meals to all eligible children.

h. 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.

i. The FSMC shall provide the specified types of service in the schools/sites listed on the completed NJ Workbook for FSMC RFP Form #372.

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

k. The FSMC shall sell on the premises only those foods and beverages compliant with Smart Snack Rule, authorized by the SFA, and only at the times and places designated by the SFA.

l. 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 the contract.

**J. Books and Records and Reports:**

- a. The FSMC shall maintain and provide to the SFA, upon request, detailed (itemized) documented cost records (supported by invoices, receipts, etc.). The FSMC shall maintain and provide to the SFA monthly invoice for meals (supported by POS meal records edit check worksheet and POS sales records to document meal equivalents) no later than the tenth (10<sup>th</sup>) calendar day succeeding the month in which services were rendered. Participation records shall be submitted no later than the fifth (5<sup>th</sup>) 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.
- b. The FSMC shall provide and maintain records at the SFA to support all expenses and revenue appearing on the monthly operating statement along with the detailed back up of charges that are attributable to the SFA. These records shall be kept at the SFA in an orderly fashion according to expense categories. This includes, but is not limited to invoices, receipts, and timesheets to support all expenses charged to the SFA.
- c. The FSMC shall provide the SFA with a year-end operating statement detailing the year-end profit/loss.
- d. Should the SFA have any concern as to the FSMC's compliance of regulatory rules due to 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 the selection of the auditor(s) to perform the audit. The FSMC will be responsible for bearing the costs that occur as a result of this audit.
- e. The SFA and the FSMC must provide all documents as necessary for the independent auditor to conduct the SFA's single, program, or financial audit.
- f. Books and records of the FSMC pertaining to the CN program operations shall be made available, upon demand, in an easily accessible manner for a period of three (3) years from the end of the contract term (including extensions) to which they pertain, for audit, examination, excerpts and transcriptions by the SFA and/or any state or federal representatives and auditors.
- g. If audit findings regarding the FSMC's records have not been resolved within the three-year period, the records must be retained beyond the three-year period for as long as required for the resolution of issues raised by the audit. (Reference 2 CFR 200.333).
- h. The FSMC shall not remove federally required records from the SFA premises. Upon contract termination, the FSMC must leave copies of the records at the SFA premises.
- i. The SFA is responsible for ensuring resolution of program review and audit findings.

**K. Employees/Personnel:**

**OPTION I**



***Check this box IF FSMC Provides Management and Hourly Employees as Stated in (a. i, ii, iii):***

- a. FSMC Personnel:
  - i. FSMC shall provide and pay a staff of its management and operational employees assigned to duty on SFA's premises for efficient management of the Food Service Program. FSMC's employees will be subject to the rules and regulations of the SFA while on SFA's premises.
  - ii. FSMC shall include all costs incurred by FSMC in connection with its employees assigned to duty on SFA's premises, including compensation and payroll costs as a Direct cost of operations included in the Fixed Price per meal. Employee compensation shall include, in addition to base pay, incentive payments, performance bonuses, merit increase, and other pay adjustments as determined by FSMC, as well as wage increases necessitated to comply with any federal, state, or local law or regulations.

- iii. Responsibilities: See Cost Responsibility Summary in Section II.

## OPTION II

Check this box ***IF FSMC Provides Management and SFA Provides Hourly Employees as Stated in (b. i, ii, iii and c. i through v):***

a. FSMC Personnel:

- i. FSMC shall provide and pay a staff of management employees assigned to duty on SFA's premises for efficient management of the Food Service Program. FSMC's management employees will be subject to the rules and regulations of the SFA while on SFA's premises.
- ii. FSMC shall include all costs incurred by FSMC in connection with its employees assigned to duty on SFA's premises, including compensation and payroll costs as a Direct cost of operations included in the Fixed Price per meal. Employee compensation shall include, in addition to base pay, incentive payments, performance bonuses, merit increase, and other pay adjustments as determined by FSMC, as well as wage increases necessitated to comply with any federal, state, or local law or regulations.
- iii. Responsibilities: See Completed Cost Responsibility Summary in Section II.

b. SFA Personnel:

- i. All other supervisory and non-supervisory food service staff shall be SFA employees. Such employees shall be supervised on SFA's behalf by FSMC's management employees; provided, however, 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. SFA shall maintain accurate, timely, and detailed records of personnel and other payroll costs for employees assigned to the Food Service Program, and may grant FSMC access, during regular business hours, to such books and records.
- iii. SFA shall approve the timely hiring of all SFA employees to fill vacant positions in order to minimize overtime wages.
- iv. Responsibilities: See Completed Cost Responsibility Summary in Section II.

## OPTION III

Check this box ***IF FSMC Provides Management and Both FSMC and SFA Provide Hourly Employees as Stated in (d. i, ii, iii and e. i through v):***

a. FSMC Personnel:

- i. FSMC shall provide and pay a staff of management and operational employees assigned to duty on SFA's premises for efficient management of the Food Service Program. FSMC's employees will be subject to the rules and regulations of the SFA while on SFA's premises.
- ii. FSMC shall include all costs incurred by FSMC in connection with its employees assigned to duty on SFA's premises, including compensation and payroll costs as a Direct cost of operations included in the Fixed Price per meal. Employee compensation shall include, in addition to base pay, incentive payments, performance bonuses, merit increase, and other pay adjustments as determined by FSMC, as well as wage increases necessitated to comply with any federal, state, or local law or regulations.
- iii. Responsibilities: See Completed Cost Responsibility Summary in Section II.

b. SFA Personnel:

- i. All other supervisory and non-supervisory food service employees shall be SFA employees. Such employees shall be supervised on SFA's behalf by FSMC's management employees; provided, however, 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. SFA shall maintain accurate, timely, and detailed records of personnel and other payroll costs for employees assigned to the Food Service Program, and may grant FSMC access, during regular business hours, to such books and records.
- iii. SFA shall approve the timely hiring of all SFA employees to fill vacant positions in order to minimize overtime wages.
- iv. Responsibilities: See Cost Responsibility Summary in Section II.

***In addition, check one of the boxes below regarding replacement of SFA staff:***

**SFA WILL NOT be converting SFA Staff to FSMC Staff through attrition SFA**

**WILL be converting SFA Staff to FSMC Staff through attrition**

- c. As SFA staff leaves, at the SFA discretion, the SFA may request that replacement employee/s be placed on FSMC payroll. Should that occur the FSMC will calculate the actual payroll cost based upon the employee's compensation and payroll costs. Employee compensation shall include, in addition to base pay, incentive payments, performance bonuses, merit increase, and other pay adjustments as determined by FSMC, as well as wage increases necessitated to comply with any federal, state, or local law or regulations. The FSMC shall provide the SFA with a detailed monthly billing of all such costs/charges, which the SFA shall review, approve, and if in order, pay. This charge is above the Fixed Price per meal.
- d. If applicable, SFA Personnel: SFA's present food service employees shall be considered for continued employment on a fair trial basis; however, those employees who do not meet FSMC's standards and those in excess of the number required for efficient operation shall not be retained.
- e. The SFA reserves the right to interview and approve the on-site food service manager/director.
- f. The SFA must designate if the current SFA employees, including site and area managers as well as any other staff, will be retained by the SFA or be subject to employment by the FSMC.
- g. The SFA must have a written code of conduct for all employees, which the FSMC must uphold for all employees working with the food program. (Reference 2 CFR 200.318(c)).
- h. If the SFA wants the SFA employees to be subject to employment by the FSMC, the SFA will complete the Labor and Fringe worksheets in Section II, SFA Labor and Benefits (part of NJ Workbook for FSMC RFP), Form #372 and shall be submitted as part of the RFP. The FSMC will complete the FSMC Labor and Benefits Form #371 in Section III and submit it in their proposal.
- i. The FSMC shall provide the SFA with a schedule of employees, positions, assigned locations, salaries, and hours to be worked as part of the proposal. Specific locations and assignments will be provided to the SFA two full calendar weeks prior to the commencement of operation.
- j. The FSMC shall comply with all wage and hours of employment requirements of federal and state laws. The FSMC shall be responsible for supervising and training personnel, including SFA employed staff. Supervision activities include employee and labor relations, personnel development, and hiring and termination of FSMC management staff except for the site manager. The FSMC shall also be responsible for the hiring and termination of non-management staff who are employees of the FSMC.
- k. The SFA and FSMC must ensure that all food service employees meet and continue to meet all of

the 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. 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;
    - a. 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
    - b. 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]
  - iii. 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.
- l. The FSMC shall maintain its own personnel and fringe benefits policies for its employees. A copy of these policies must be submitted with all proposal documents. These policies are subject to review by the SFA.
  - m. SFA may provide a minimum staffing, wage rates and benefit eligibility chart as detailed in Section II, Minimum Staffing Requirements Form #380. All staffing patterns shall be mutually agreed upon.
  - n. The FSMC shall not hire employees in excess of the number required for efficient operation.
  - o. The SFA shall provide sanitary toilet and hand washing facilities for the employees of the FSMC.
  - p. SFA Right of FSMC Employee Removal: The SFA shall have the right to require the immediate removal of any FSMC employee/s, by the FSMC for unsatisfactory performance or conduct 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. The request for removal will be in compliance with all applicable laws for the State and Federal Government. In the event of the absence, termination, removal or suspension of any such employee, the FSMC shall immediately restructure the food service staff without disruption of service.
  - q. 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.
  - r. The use of student workers or students enrolled in vocational classes in the food service shall be mutually agreed upon by SFA and FSMC.
  - s. Background Checks: To the extent permitted by law, FSMC shall apply to its employees and prospective employees assigned to work on SFA premises (the "FSMC Applicants") the minimum standards of employability set forth under New Jersey Statute 18A:6-7.1 (the "New Jersey law") relating to background checks of prospective employees, including the prohibition of employment of individuals with a record of conviction of certain enumerated offenses. In order to comply with the New Jersey 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 FSMC and/or the FSMC applicant.
  - t. Prohibition on Cross-Hiring:
    - i. FSMC agrees that no food service supervisory employees of SFA shall be hired by FSMC for the term of this Agreement and six (6) months thereafter.
    - ii. SFA agrees that no food service supervisory employees of FSMC shall be hired by SFA for the term of this Agreement and six (6) months thereafter.

- u. Health Examinations: FSMC shall cause all of its employees assigned to duty on SFA's premises to submit to periodic health examinations, as required by law, and shall submit satisfactory evidence of compliance with all health regulations to SFA's medical department upon request. The cost of such examinations shall be a Direct Cost. The use of student workers or students enrolled in vocational classes in the food service shall be mutually agreed upon by SFA and FSMC.

**L. Monitoring:**

- a. 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 per 7 CFR 210.16. A prototype check list for monitoring can be found in SNEARS Resources Form #330. If there is more than one site, there is an additional requirement that the SFA conduct an on-site review of the counting and claiming system no later than February 1, of each year as required by 7 CFR 210.8. Refer to SNEARS Resources for On-Site Accountability Review Forms for Lunch, Breakfast and Snack Programs.
- b. The records necessary for the SFA to complete the required monitoring activities must be maintained on-site by the FSMC under this contract, and must be made available to the Auditor General, USDA, NJDA, and the SFA upon request for the purpose of auditing, examination, and review.

**M. Menus/Advisory Boards:**

- a. The FSMC must comply with the 21-day menu developed by the SFA for the programs checked on Section I, page 2 of this contract, and included in the RFP (the exception to this would be the SFSP which only requires an 11-day menu). Minor 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 service. Major changes to the menu are not allowable unless included as part of the RFP process and acceptable to the SFA. FSMC proposals must identify if they plan to change the 21-day menu included in the RFP.
- b. The SFA is responsible for the formation and establishment of an advisory board composed of students, teachers, and parents to periodically meet and assist in menu planning and other activities related to food service. The FSMC shall participate in these periodic meetings as deemed appropriate by the SFA.

**N. Inventory, Equipment, FSMC Investment, Storage and Use of Facilities:**

- a. The SFA will make available, without any cost or charge to the FSMC, area(s) of the premises agreeable to both parties in which the FSMC shall render its services.
- b. 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.
- c. 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.
- d. The FSMC shall maintain the inventory of silverware, trays, chinaware, glassware, kitchen utensils, and other operating items necessary for the food service operation at the inventory level as specified by the SFA.
- e. The SFA will replace expendable equipment and replace, repair and maintain non-expendable equipment except when damages result from the use of less than reasonable care by the employees of the FSMC.
- f. The FSMC shall maintain adequate storage procedures, inventory, and control of USDA donated foods in conformance with the SFA's agreement with NJDA.
- g. The FSMC shall provide the SFA with one set of keys for all food service areas secured with locks.
- h. The SFA shall provide the FSMC with local telephone service.
- i. 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.

**j. Check one of the following regarding equipment/investment required of the FSMC by the SFA:**

**SFA is requesting the FSMC to propose equipment necessary** for implementation or enhancement of operation based upon the equipment/investment as detailed in Section III, FSMC Proposed Equipment, Form #376.

**SFA is requesting the FSMC to purchase the equipment listed in Section II, SFA Requested Equipment, Form #375 and also to propose equipment necessary** for implementation or enhancement of operation based upon the equipment/investment as detailed in Section III, FSMC Proposed Equipment Form #376.

Any equipment not included in FSMC proposal may not be charged, directly or indirectly, to the SFA throughout the duration of the contract. The SFA must seek preapproval from DFN for each item of equipment costing \$5,000 or greater through the Capital Expenditure Request process if school food service funds are going to be used at any time for the purchase or select from the pre-approved USDA Equipment List without pre-approval.

The FSMC shall make a financial commitment/investment to SFA in an amount not to exceed the total amount listed on FSMC Proposed Equipment Form #376, and, if requested, SFA Requested Equipment Form # for equipment and upgrades for certain schools (the “financial commitment/investment”). Any equipment purchased by FSMC shall be purchased as a “sale-for resale” to the SFA. Title to equipment shall vest in SFA upon such resale, when the equipment is placed in service. 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 SFA as a direct cost and will be billed to the SFA in addition to the Meal Rate on a monthly basis.

Upon expiration or termination of this contract by either party for any reason whatsoever prior to the complete amortization of the financial commitment/investment, SFA shall, at the SFA’s election, either (a) reimburse the FSMC for the total unamortized 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 amortized.

**SFA is not requesting FSMC to propose purchase of equipment.** FSMC may not propose purchase of equipment in proposal and equipment may not be charged, directly or indirectly, to the SFA throughout the duration of the contract.

k. 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.

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

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

n. 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.

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

p. 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 stipulates the fees to be paid by the FSMC to the SFA for such facility usage.

q. 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. FSMC may require an employee to be present and reimbursed by the SFA.

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

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

**O. Purchases:**

a. If SFA enters into a Fixed Price Contract for food and supply purchases with the FSMC, price competition has already taken place through the RFP process and the FSMC **does not** have to use the Federal procurement procedures. The FSMC is, however, obligated to adhere to certain program regulations regarding purchases, namely, "Buy American" for food items.

b. 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.

*P.L. 110-246, Section 4302 of the Richard B. Russell National School Lunch Act (NSLA), allows SFAs to purchase unprocessed locally grown and locally raised agricultural products. NSLA allows SFAs, if they choose to do so, to apply a geographic preference when procuring unprocessed locally grown and locally raised agricultural products. The SFA may just apply a preference, they cannot make this a requirement.*

**P. Invoices:**

a. Invoices must be itemized by Fixed Price per meal for each meal type served. Meal equivalents should be charged at the lunch Fixed Price rate. The Fixed Price per meal must be broken down into two parts. Part 1 – Direct Cost of Operations and Part 2 – Management Fee. Adding Part 1 and Part 2 together equals the Fixed Price per meal for each meal type.

b. The FSMC must submit a monthly reconciliation to the SFA comparing the invoice and revenue against the projected revenue and expenses. (Used in the Projected Operating Costs of proposal-Form 23.)

c. DFN may randomly request SFAs to submit copies of invoices for compliance with the above items.

d. The payment of interest and late fees from the school food service account fund is prohibited.

**Q. Catering and Special Events:**

a. The FSMC shall provide service/catering for District or outside functions when requested. No such special services may be provided to any outside group without prior approval from the District.

b. All catering/special event billings are not to be included in the Fixed Price per meal. All catering/special event billing will be in addition to the Fixed Price per meal and billed to the SFA separately. Catering will be billed to the SFA at mutually agreed upon rates (which cannot be in the form of a percentage of food cost plus food cost). The pricing/billing must in three components by the costs per person, 1: The actual Cost of Food and Supplies, 2: The actual Cost of Labor and 3: The Management Fee (FSMC profit), equals Total Catering Fee. The Total Catering Fee is billing for the cost per person, which is then multiplied by the total people requested by the SFA or end user. All catering should be documented in a separate invoice.

- i. The FSMC, when catering, is expected to supply labor, food, linens, china, glassware, and silverware when requested at competitive pricing. Paper products (paper plates, plastic silverware, etc.) will be provided at no extra charge when linens and china are not requested.
- ii. Should the SFA request a complete catering brochure outlining menu/prices, it will be available to the SFA for review and approval prior to August 1st of each contract year. These prices will remain in effect for one year unless modified by mutual agreement.

**R. Buy American:**

- a. The FSMC shall purchase, to the maximum extent practicable, domestic commodities or products which are either an agricultural commodity produced in the United States (U.S.) or a food product processed in the U.S. substantially using agricultural commodities produced in the U.S.
- b. The FSMC shall certify the percentage of U.S. content in the products supplied to the SFA.
- c. The SFA reserves the right to review vendor purchase records to ensure compliance with the Buy American provision.

**S. Sanitation:**

- a. The FSMC shall place garbage and trash in the containers in the designated areas as specified by the SFA.
- b. The SFA shall remove all garbage and trash from the designated areas.
- c. The FSMC shall clean the kitchen and dining room areas as indicated in the Cost Responsibility Summary, Form #149 located in Section II.
- d. 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 laws related to recycling.
- e. The FSMC shall comply with all local and state sanitation requirements in the preparation of food.

**T. Non-Discrimination:**

Both the SFA and the FSMC agree that no child who participates in any of the CN programs will be discriminated against on the bases of race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

**U. Emergency Closing:**

- a. The SFA shall notify the FSMC of any interruption in utility service of which it has knowledge.
- b. The SFA shall notify the FSMC of any delay in the beginning of the school day or the closing of 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 advanced notice of the closure or delay as possible.

**V. Nonperformance by the FSMC:**

In the event of the FSMC's nonperformance 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. The FSMC shall reimburse the SFA the full amount of any meal over-claims which are attributable to the FSMC's negligence, including those over-claims based on review or audit findings that occurred during the effective dates of the original and renewal contracts.

**W. Term and Termination:**

- a. The SFA or the FSMC may cancel this contract for cause by giving 60 days' written notification. [7 CFR 210.16(d)].
- b. The SFA may terminate this 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 within 60 days of the invoice date. [2 CFR 200.343].

**X. Certification:**

- a. 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 (P.L. 94-163).

- b. 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).
- c. The FSMC shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations, 41 CFR Part 60.
- d. The FSMC shall comply with the Buy American provision for contracts that involve the purchase of food, Title 7 CFR §210.21(d).

**Y. Insurance:**

a. The FSMC is required to be insured adequately to support the terms of the contract. The FSMC shall maintain the insurance coverage set forth below for each accident 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.

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.

- i. Commercial General Liability – The Contractor shall provide a Commercial General Liability policy for general liability coverage for limits of not less than of \$1,000,000 per occurrence. Coverage shall be maintained without interruption from date of commencement of work until date of final payment. **Enter the amount of coverage \$ 1,000,000.00 (if different from above).**
- ii. 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 (if different from above).**
- iii. 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 \_\_\_\_\_ (if different from above).**

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

c. In addition, 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.

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

~~Z. SFSP: Only if applicable, SFA must use the additional RFP documents for this program available in SNEARS Resources, FSMC, CACFP, SFSP Documents~~

~~See page 2 of the RFP for verification of participation~~

~~a. The SFA shall offer free meals to all eligible children participating in the SFSP. If the FSMC will operate the SFSP (including the preparation, record keeping, and delivery of meals), a flat price per meal cost must be submitted as part of this RFP for the SFSP (New Jersey Workbook for FSMC). In accordance with 7 CFR §225.15 the SFA cannot contract out the management responsibilities of the SFSP. The SFA shall be responsible for ensuring that the food service operation conforms to all program requirements outlined in 7 CFR Part 225. The SFA shall be responsible for determining eligibility for all SFSP sites. The SFA as a SFSP sponsor is responsible for conducting and documenting the required site visits of all sites for pre approval and during operation of the program.~~

b. The SFSP will operate from Enter the beginning date of the SFSP (if not, enter N/A) to Enter the ending date of the SFSP (if not, enter N/A). **NOT APPLICABLE**

AA. CACFP: Only if applicable, SFA must use the additional RFP documents for this program available in SNEARS Resources, FSMC, CACFP, SFSP Documents

See page 2 of the RFP for verification of participation

The SFA shall offer meals to all eligible children and adults participating in the CACFP. If the FSMC will operate the CACFP (including the preparation, record keeping, and delivery of meals), a flat price per meal cost must be submitted as part of this RFP for the CACFP (New Jersey Workbook for FSMC). In accordance with 7 CFR §226.15 the SFA cannot contract out the management responsibilities of the CACFP. The SFA shall be responsible for ensuring that the food service operation conforms to all program requirements outlined in 7 CFR Part 226. **NOT APPLICABLE**

### **BB. Trade Secrets and Proprietary Information:**

a. During the term of the Agreement, the FSMC may grant to the SFA a nonexclusive 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 Agreement. 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 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. This provision shall survive termination of the Agreement.

b. 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:**

a. 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.*

b. 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.

c. 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.*

d. 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.*

**DD. Environmental Protection/Energy Conservation/Clean Air/Federal Water Pollution Control:**

- a. 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).
- b. 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).

**EE. Equal Employment / Affirmative Action:**

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

- a. 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. [N.J.A.C. 17:27-3.5].
- b. 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. [N.J.A.C. 17:27-3.5]
- c. 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. [N.J.A.C. 17:27-3.5].
- d. 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 [N.J.A.C. 17:27-3.5], 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.
- e. It will make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2. [N.J.A.C. 17:27-3.7].
- f. 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. [N.J.A.C. 17:27-3.7].
- g. 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. [N.J.A.C. 17:27-3.7].
- h. 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. [N.J.A.C. 17:27-3.7].

i. Prior to executing this contract, the FSMC submitted to the SFA a Certificate of Employee Information Report. [N.J.A.C. 17:27-4.3].

j. 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.

k. 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.

**FF. Work Hours/Workplace:**

a. 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).

b. *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. Failure to abide by these requirements may subject the SFA and/or FSMC to the penalties described in 7 CFR 3021.510.

**GG. 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. 15-08-OMB. [2 CFR 200.400-200.521; 7 CFR 3052.210(f); N.J.S.A. 18A:23-1].

**HH. New Jersey Business Registration Requirements:**

a. 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.

b. 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 this contract. Before final payment on this 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 this contract, [N.J.S.A. 52:32-44(1) (c) and (d)], or shall attest that no subcontractors were used.

c. For the term of this 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)].

**II. Political Contributions:**

a. 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.

b. 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. [N.J.A.C. 6A:23A-6.3]. 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. [N.J.A.C. 6A:23A-6.3].

**JJ. Debarment/Suspension Certificate:**

a. Prior to entering into this contract and 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].

b. 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].

**KK. Certificate of Independent Price Determination/FSMC Warranty:**

a. 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.

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

**LL. Certification Regarding Lobbying:**

a. 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.

b. 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. [7 CFR 3018.110].

**MM. Statement of Ownership Interest:**

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 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 this contract.

**NN. Disclosure of Investment Activities in Iran:**

Prior to entering into this contract and included in its response to the SFA’s Request for Proposal, 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/proposers to complete a certification that attests that neither the bidder/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.P.L.2012, c. 25 [N.J.S.A. 52:32-58].

**OO. Civil Rights Assurance:**

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

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

**PP. 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, audiotope, 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.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA Office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter 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; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

**QQ. Licenses, Permits and Taxes:**

FSMC shall obtain all federal, state, and local licenses and permits required for SFA's Food Service Program and shall be responsible for all sales, use, excise taxes, and all other state and local taxes attributable to SFA's Food Service Program. The cost of all such licenses, permits, and, if permitted by law, taxes shall be charged as Direct Costs; 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.

**RR. Indemnification:**

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 or put 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 and services, or in the performance of the work under the contract.

**Proposal Format and Content:**

The District wishes to be fair to all FSMCs who have taken the time to prepare proposals. In order to evaluate the data that is being supplied on a comparative basis, all FSMCs are instructed to follow the format prescribed herein and to limit content to the areas specifically referenced. All proposals must be organized in the following manner.

1. Letter of Transmittal
2. Section I – RFP/Contract
3. Section II – SFA Required and Completed Forms, submitted in the order listed on page 28
4. Section III – FSMC Required and Completed Forms, submitted in the order listed on page 29
5. Section IV – References
6. Section V – Required and Completed CACFP Forms (NOT APPLICABLE)
7. Section VI – Required and Completed SFSP Forms (NOT APPLICABLE)

Proprietary Information – FSMCs are requested to mark any specific information contained in their proposal which is not to be disclosed to the public or issued for purposes other than the evaluation of the proposals. Pricing and service elements of the proposal will not be considered proprietary.

**FSMC's Start Up/Transition Plan:**

All FSMCs must submit a detailed start up plan. A successful startup of this contract is essential to its success. For a FSMC to be considered to be responsive, the FSMC must submit with its proposal a detailed startup/transition plan from pre-planning (30 days prior to the start of the contract) through the start of the contract and the first three months to September 30, 2018. The plan must detail the additional management and staff it will provide as well as the startup tasks, any requirements for the District, implementation dates, estimated completion dates, and who is responsible (name and title) for which task. A responsive startup/transition plan must have 100 or more different (not repetitive) tasks listed covering the startup activities in implementation, management, HR, food service, and training. This plan must be submitted in an Excel format or a Gantt chart and it must be customized to the startup of this contract.

*FORMS TO BE COMPLETED BY SFA AND INCLUDED IN THE RFP/CONTRACT*

- a. FORM #379 Bid Information
- b. FORM # 372 NJ Worksheet for FSMC RFP
- c. FORM #149 Cost Responsibility Summary
- d. FORM #320A Scoring and Evaluation Criteria (Criteria Chart Only)
- e. FORM #377 SFA/SFA Vended Meal Contracts & Consolidation Agreements
- f. FORM #380 SFA Minimum Staffing Requirements
- g. FORM #375 SFA Requested Equipment
- h. FORM #378 SFA Vending Schedule

**SFA Must Insert the following:**

- i. Menus, 21 Day for all programs
- j. Meal and A la Carte Price List
- k. Fund 60 Audit for the Last Fiscal Year

*FORMS TO BE COMPLETED BY FSMC AND INCLUDED IN THE RFP/CONTRACT*

- a. FORM #23-FP            Response and Operating Statement Fixed Price
- b. FORM #374            FSMC Guarantee
- c. FORM #371            FSMC Labor and Benefits
- d. FORM #376            FSMC Proposed Equipment
- e. FORM # 130            Certificate Regarding Debarment
- f. FORM # 131            Certificate of Independent Price Determination
- g. FORM # 132            Disclosure of Lobbying Activities
- h. FORM #133            Certification Regarding Lobbying
- i. FORM #39              Disclosure of Investment Activities in Iran

FSMC Must Insert the following:

- j. FSMC Start-Up/ Transition Plan
- k. FSMC Menu/Alternate Menu
- l. Business Registration Certificate
- m. Certificate of Employee Information Report
- n. Ownership Disclosure Form
- o. Bid Security
- p. Stockholder Disclosure Certificate
- q. Political Contribution Disclosure Form
- r. FSMC Personnel and Fringe Benefit Policy

s. FSMC Executive Summary

- Demonstrated ability of the FSMC to successfully manage school food service programs within the rules, regulations and policies established by the NJDA and USDA.
- A complete list of all New Jersey public school clients, including the student populations, grade levels and years of service by the FSMC.
- 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 \*nutrition  
\*menu planning \*on-site production  
\*quality control \*employee supervision \*staff management training  
\*employee motivation \*marketing \*public relations.

t. Company Profile & District Support

- Location of the FSMC's office from which the account will be supervised.
- Organizational Chart
- Visitation and coverage by Field Supervisors and other support personnel.
- Description of FSMC's support personnel including summary of their backgrounds.

u. FSMC Standards and Procedures

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

**SECTION II  
REQUIRED AND  
COMPLETED FORMS  
Monmouth Regional High  
School District**

**SECTION II – SFA REQUIRED AND COMPLETED FORMS:**

<b>Number</b>	<b>Description</b>
<b>379</b>	<b>Bid information</b>
<b>372</b>	<b>NJ worksheet for FSMC RFP</b>
<b>149</b>	<b>Cost responsibility summary</b>
<b>320A</b>	<b>Scoring and evaluation criteria (Chart only)</b>
<b>377</b>	<b>SFA/SFA Vended meal contracts and consolidation agreements</b>
<b>380</b>	<b>SFA minimum staffing requirements</b>
<b>375</b>	<b>SFA requested equipment</b>
<b>378</b>	<b>SFA vending schedule</b>
<b>Menu</b>	<b>March 2018</b>
<b>Price list</b>	<b>Meal and a la carte</b>
<b>audit</b>	<b>Fund 60 year ended June 30, 2017</b>

**SECTION III**  
**Forms to be completed by**  
**FSMC and included in the**  
**RFP/Contract**

**SECTION III – FORMS TO BE COMPLETED BY FSMC AND INCLUDED IN THE RFP/CONTRACT:**

<b>Number</b>	<b>Description</b>
23FP	<b>Response and Operating Statement Fixed Price</b>
374	<b>FSMC Guarantee</b>
371	<b>FSMC Labor and Benefits</b>
376	<b>FSMC proposed equipment</b>
130	<b>Certificate regarding Debarment</b>
131	<b>Certificate of independent price determination</b>
132	<b>Disclosure of lobbying activities</b>
133	<b>Certification regarding lobbying</b>
39	<b>Disclosure of investment activities in Iran</b>

**FSMC must submit in addition to items above:**

- **FSMC start up/transition plan**
- **FSMC menu/alternate menu**
- **Business Registration Certificate**
- **Certificate of Employee Information Report**
- **Ownership Disclosure Form**
- **Bid Security**
- **Stockholder Disclosure Certificate**
- **Political Contribution Disclosure Form**
- **FMSC Personnel and Fringe Benefit Policy**
- **FSMC Executive Summary**
  - **Demonstrated ability of the FSMC to successfully manage school food service programs within the rules, regulations and policies established by the NJDA and USDA.**

- A complete list of all New Jersey public school clients, including the student populations, grade levels and years of service by the FSMC.
- 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 \*nutrition \*menu planning \*on-site production \*quality control \*employee supervision \*staff management training \*employee motivation \*marketing \*public relations.

### **Company Profile & District Support**

- Location of the FSMC's office from which the account will be supervised.
- Organizational Chart
- Visitation and coverage by Field Supervisors and other support personnel.
- Description of FSMC's support personnel including summary of their backgrounds.

### **FSMC Standards and Procedures**

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

## **SECTION IV REFERENCES**

**Please submit three references of school districts that you have worked with. At least one district must include high school students.**

**SECTION V  
REQUIRED AND  
COMPLETED CACFP  
FORMS  
N/A**

**SECTION VI  
REQUIRED AND  
COMPLETED SFSP  
FORMS  
N/A**

Section II

RFP - Contract

BID INFORMATION

School Food Authority

SNEARS Agreement Number

**Walk Through Information**

Date

Time

**Starting Location**

Address

**Submit Proposal To:**

SFA Name   
Attention   
Address

**Bid Opening**

Date   
Time   
Location

**Requests for Additional Information should be submitted to:**

Name   
Title   
Phone   
Email

**Insert Bid Protest Procedure:**

NEW JERSEY DEPARTMENT OF AGRICULTURE  
DIVISION OF FOOD AND NUTRITION  
CHILD NUTRITION PROGRAMS

INSTRUCTIONS FOR COMPLETING WORK PAPER A - MEALS, SALES, REIMBURSEMENT

CELL REF:

INSTRUCTIONS FOR COMPLETING

A2	ENTER THE NAME OF THE SCHOOL FOOD AUTHORITY
A5	ENTER THE NAME OF THE SCHOOL/LOCATION
B3	ENTER THE SFA's AGREEMENT NUMBER
B5	ENTER THE ADDRESS OF THE SCHOOL/LOCATION
D2	ENTER THE NAME OF THE SCHOOL FOOD AUTHORITY
COLUMNS C, D & E	ENTER THE APPLICABLE DATA FOR THE APPLICABLE SCHOOL/LOCATION USING THE PRIOR SCHOOL YEAR SY 2017-2018)
COLUMNS G THROUGH L	ENTER THE APPLICABLE DATA FOR THE BREAKFAST PROGRAM USING THE PRIOR SCHOOL YEAR SY 2017-2018
COLUMNS N THROUGH T	ENTER THE APPLICABLE DATA FOR THE LUNCH PROGRAM USING THE PRIOR SCHOOL YEAR SY 2017-2018
COLUMNS V THROUGH Z	ENTER THE APPLICABLE DATA FOR THE AFTER SCHOOL SNACK PROGRAM USING THE PRIOR SCHOOL YEAR SY 2017-2018
COLUMN AB	ENTER THE TOTAL INCOME FROM A LA CARTE, ADULT AND VENDING MACHINE SALES DURING SY 2017-2018 FOR EACH SCHOOL/LOCATION
COLUMN AC	DO DATA ENTRY REQUIRED WORK PAPER WILL CALCULATE TOTAL MEAL EQUIVALENTS PER SCHOOL/LOCATION

NEW JERSEY DEPARTMENT OF AGRICULTURE  
DIVISION OF FOOD AND NUTRITION  
CHILD NUTRITION PROGRAMS

COLUMN AD	ENTER THE APPROVED BREAKFAST PAID MEAL PRICE
COLUMN AF	ENTER THE APPROVED BREAKFAST REDUCED MEAL PRICE
COLUMN AH	ENTER THE APPROVED LUNCH PAID MEAL PRICE
COLUMN AI	ENTER THE APPROVED LUNCH TIERED MEAL PRICE
COLUMN AK	ENTER THE APPROVED LUNCH REDUCED MEAL PRICE
COLUMN AM	ENTER THE AFTER SCHOOL SNACK PROGRAM PAID MEAL PRICE
COLUMN AO	ENTER THE AFTER SCHOOL SNACK PROGRAM REDUCED MEAL PRICE
COLUMN AQ	ENTER THE TOTAL REVENUE FROM SALES FOR THE SPECIAL MILK PROGRAM
COLUMN AR	ENTER THE TOTAL REVENUE FROM SPECIAL FUNCTIONS
COLUMN AS	ENTER THE TOTAL REVENUE FROM SFA TO SFA VENDED MEAL AGREEMENTS
COLUMNS AU, AW, AY	ENTER THE APPROVED FEDERAL REIMBURSEMENT RATES FOR BREAKFAST MEALS
COLUMNS BA, BC, BE	ENTER THE APPROVED FEDERAL, STATE & HHFKA REIMBURSEMENT RATES FOR LUNCH MEALS
COLUMNS BG, BI, BK	ENTER THE APPROVED FEDERAL REIMBURSEMENT RATES FOR AFTER SCHOOL SNACKS
COLUMN BM	TOTAL REIMBRUSEMENT PER SITE WILL PREPOPULATE

NEW JERSEY DEPARTMENT OF AGRICULTURE  
DIVISION OF FOOD AND NUTRITION  
CHILD NUTRITION PROGRAMS

INSTRUCTION FOR COMPLETING WORK PAPER B - SERVICES

COLUMN A	ENTER THE NAME OF THE SCHOOL
COLUMN B	USE THE DROP DOWN BOX TO SELECT THE APPROPRIATE GRADE DESCRIPTION
COLUMN C	ENTER THE GRADE LEVELS FOR THE SCHOOL
COLUMN E	USE THE DROP DOWN BOX TO SELECT THE TYPE OF KITCHEN IN THE SCHOOL
COLUMN F	ENTER THE NUMBER OF LUNCH PERIODS
COLUMN G	ENTER THE NUMBER OF SERVICE LINES
COLUMN H	ENTER THE LENGTH OF MEAL SERVICE
COLUMN I	USE THE DROP DOWN BOX TO SELECT
COLUMN J	ENTER THE TIME BREAKFAST STARTS
COLUMN K	ENTER THE TIME BREAKFAST ENDS
COLUMN L	ENTER THE TIME LUNCH STARTS
COLUMN M	ENTER THE TIME LUNCH ENDS
COLUMN N	ENTER THE TIME SNACK MEAL STARTS
COLUMNS P THROUGH Z	USE THE DROP DOWN BOXES TO SELECT THE APPROPRIATE CHOICE
COLUMN AA	USE THIS SECTION TO ADD ANY ADDITIONAL COMMENTS AS APPROPRIATE

NEW JERSEY DEPARTMENT OF AGRICULTURE  
DIVISION OF FOOD AND NUTRITION  
CHILD NUTRITION PROGRAMS

INSTRUCTIONS FOR COMPLETING WORK PAPER C - CURRENT FSMC LABOR AND BENEFITS

CELL B-3	ENTER THE NAME OF THE SCHOOL FOOD SERVICE
COLUMN A	ENTER THE NAME OF THE APPROPRIATE SCHOOL
COLUMN B	ENTER POSITION TITLES FOR EACH SCHOOL
COLUMN C	ENTER THE EMPLOYEE'S HOURLY RATE
COLUMN D	ENTER THE NUMBER OF HOURS WORKED PER DAY FOR EACH EMPLOYEE
COLUMN E	ENTER THE TOTAL NUMBER OF WORK DAYS
COLUMN G	ENTER TOTAL AMOUNT PER EMPLOYEE FOR EMPLOYER SHARE PAYROLL TAXES
COLUMN H	ENTER TOTAL AMOUNT PER EMPLOYEE FOR MEDICAL INSURANCE (IF APPLICABLE)
COLUMN I	ENTER TOTAL AMOUNT PER EMPLOYEE FOR ANY OTHER FRINGE BENEFITS

NEW JERSEY DEPARTMENT OF AGRICULTURE  
DIVISION OF FOOD AND NUTRITION  
CHILD NUTRITION PROGRAMS

COLUMN L  
CELL B-3                    ENTER THE TOTAL NUMBER OF HOURS OF PAID TIME OFF PER EMPLOYEE  
ENTER THE NAME OF THE SCHOOL FOOD SERVICE

COLUMN A                    ENTER THE NAME OF THE APPROPRIATE SCHOOL

COLUMN B                    ENTER POSITION TITLES FOR EACH SCHOOL

COLUMN C                    ENTER THE EMPLOYEE'S HOURLY RATE

COLUMN D                    ENTER THE NUMBER OF HOURS WORKED PER DAY FOR EACH EMPLOYEE

COLUMN E                    ENTER THE TOTAL NUMBER OF WORK DAYS

COLUMN G                    ENTER TOTAL AMOUNT PER EMPLOYEE FOR EMPLOYER SHARE PAYROLL TAXES

COLUMN H                    ENTER TOTAL AMOUNT PER EMPLOYEE FOR MEDICAL INSURANCE (IF APPLICABLE)

COLUMN I                    ENTER TOTAL AMOUNT PER EMPLOYEE FOR ANY OTHER FRINGE BENEFITS

COLUMN L                    ENTER THE TOTAL NUMBER OF HOURS OF PAID TIME OFF PER EMPLOYEE

NEW JERSEY DEPARTMENT OF AGRICULTURE  
DIVISION OF FOOD AND NUTRITION  
CHILD NUTRITION PROGRAMS

INSTRUCTIONS FOR COMPLETING WORK PAPER E - SFSP (AS APPLICABLE)

CELL C- 4                    ENTER THE NAME OF THE SFA  
CELL F - 4                    ENTER THE NAME OF THE FSMC  
COLUMN C                    ENTER THE NUMBER OF SERVINGS PER DAY FOR EACH MEAL TYPE  
COLUMN D                    ENTER THE NUMBER OF SERVING DAYS FOR EACH MEAL TYPE  
COLUMN F                    ENTER THE PRICE PER MEAL FOR EACH MEAL TYPE

INSTRUCTIONS FOR COMPLETING WORK PAPER F - CACFP (AS APPLICABLE)

CELL C- 4                    ENTER THE NAME OF THE SFA  
CELL F - 4                    ENTER THE NAME OF THE FSMC  
LINE 6                        CHECK THE APPROPRIATE BOX (UNITIZED MEAL OR FAMILY STYLE)  
COLUMN C                    ENTER THE NUMBER OF SERVINGS PER DAY FOR EACH MEAL TYPE  
COLUMN D                    ENTER THE NUMBER OF SERVING DAYS FOR EACH MEAL TYPE  
COLUMN F                    ENTER THE PRICE PER MEAL FOR EACH MEAL TYPE

WORK PAPER G - REIMBURSEMENT RATES - CURRENT RATES UPDATED YEARLY

Monmouth Regional High School		AGREEMENT NUMBER: 25-3270		SITE DATA		Breakfast Meals						Lunch Meals						After School Snacks				
School/Site Name	School/Site Address	Total # Free Eligible	Total # Reduced Eligible	Avg. Daily Enrollment	Avg. Daily Attendance	Reimbursable Break. (Year)				# Serving Days	Avg. No. Breakfasts/Day	Reimbursable Lunches (Yearly)				# Serving Days	Avg. No. Lunches/day	After School Snacks				
						Paid	Free	Reduced	Total Reimbursable Breakfasts / Year			Paid	Paid (Tiered Only)	Free	Reduced			Total Reimbursable Lunches / Year	Paid	Free (For Area Eligible - use only Free Column)	Reduced	# Serving Days
Monmouth Regional High School	1 Norman J Field Way Tinton Falls NJ 07724	241	48	976	912	1,642	10,884	885	13,411	172	78	23,298	-	28,437	5,141	56,876	172	331	-	-	-	-
YEAR EQUALS	2016-2017																					
<b>TOTALS</b>		<b>241</b>	<b>48</b>	<b>976</b>	<b>912</b>	<b>1,642</b>	<b>10,884</b>	<b>885</b>	<b>13,411</b>		<b>78</b>	<b>23,298</b>	<b>-</b>	<b>28,437</b>	<b>5,141</b>	<b>56,876</b>		<b>331</b>	<b>-</b>	<b>-</b>	<b>-</b>	

Monmouth Regional High School	AVG. No. Snacks/day	Meal Equivalent Rate		Cash Sales - Enter Price for Each Meal Category and for other sales use yearly totals.																
			3.58	Breakfast				Lunch				After School Snack Program				Other Sales (\$\$\$ Only)				
School/Site Name		Cash Sales for Ala Carte, Adult Meals and Vending (DO NOT INCLUDE REIMBUSABLE CASH)	Meal Equivalents	Paid Breakfast Price	Paid Breakfast Dollars	Reduced Breakfast Price	Reduced Breakfast Dollars	Paid Lunch Price	Tiered Paid Lunch Price	Paid Lunch Dollars	Reduced Lunch Price	Reduced Lunch Dollars	ASSP Paid Price	ASSP Paid Dollars	ASSP Reduced Price	ASSP Reduced Dollars	Special Milk Program Dollars (Includes all SMP Dollars)	Special Functions and Catering Dollars	SFA-SFA Agreement Dollars	
Monmouth Regional High School	-	\$100,078.75	27955	1.60	2,627.20	0.30	265.50	3.00	0.00	69,894.00	0.40	2,056.40		0.00		0.00		50,370.06	Enter Total Dollars only	
	-		0		0.00		0.00			0.00		0.00		0.00		0.00				
	-		0		0.00		0.00			0.00		0.00		0.00		0.00				
YEAR EQUALS	-		0		0.00		0.00			0.00		0.00		0.00		0.00				
	-		0		0.00		0.00			0.00		0.00		0.00		0.00				
	-		0		0.00		0.00			0.00		0.00		0.00		0.00				
	-		0		0.00		0.00			0.00		0.00		0.00		0.00				
	-		0		0.00		0.00			0.00		0.00		0.00		0.00				
	-		0		0.00		0.00			0.00		0.00		0.00		0.00				
	-		0		0.00		0.00			0.00		0.00		0.00		0.00				
	-		0		0.00		0.00			0.00		0.00		0.00		0.00				
	-		0		0.00		0.00			0.00		0.00		0.00		0.00				
	-		0		0.00		0.00			0.00		0.00		0.00		0.00				
	-		0		0.00		0.00			0.00		0.00		0.00		0.00				
	-		0		0.00		0.00			0.00		0.00		0.00		0.00				
	-		0		0.00		0.00			0.00		0.00		0.00		0.00				
<b>TOTALS</b>	-	\$ 100,078.75	27,954.96		2,627.20		265.50			69,894.00		2,056.40		0.00		0.00	0.00	50,370.06		











SFA: Monmouth Regional High School

FSMC: \_\_\_\_\_

MEAL TYPE	A SERVINGS PER DAY	B NUMBER OF SERVING DAYS	C TOTAL SERVINGS	D PRICE PER MEAL	E TOTAL COST
BREAKFAST	-	-	-		\$ -
AM SNACK	-	-	-		\$ -
LUNCH	-	-	-		\$ -
PM SNACK	-	-	-		\$ -
SUPPER		-	-		\$ -
<b>GRAND TOTAL</b>					<b>\$ -</b>

**INSTRUCTIONS:**

A SERVINGS PER DAY - To be completed by the SFA

B NUMBER OF SERVING DAYS - To be completed by the SFA

C TOTAL SERVINGS - Prepopulated formula

D PRICE PER MEAL - To be completed by the FSMC

E TOTAL COST - Prepopulated formula

SFA: Monmouth Regional High School

FSMC: \_\_\_\_\_

CHECK ONE: Unitized Meal

Family Style

MEAL TYPE	A SERVINGS PER DAY	B NUMBER OF SERVING DAYS	C TOTAL SERVINGS	D PRICE PER MEAL	E TOTAL COST
BREAKFAST	-		-		\$ -
AM SNACK	-		-		\$ -
LUNCH	-		-		\$ -
PM SNACK	-		-		\$ -
SUPPER	-		-		\$ -
<b>GRAND TOTAL</b>					<b>\$ -</b>

**INSTRUCTIONS:**

A SERVINGS PER DAY - To be completed by the SFA

B NUMBER OF SERVING DAYS - To be completed by the SFA

C TOTAL SERVINGS - Prepopulated formula

D PRICE PER MEAL - To be completed by the FSMC

E TOTAL COST - Prepopulated formula

**FISCAL YEAR 2018**

**REIMBURSEMENT RATE BREAKDOWN  
Public & Charter Schools  
NATIONAL SCHOOL LUNCH PROGRAM**

REGULAR RATE (July 1, 2017 - June 30, 2018) SFAs/charter schools w/less than 60% of Free and Reduced			
	FEDERAL	STATE	TOTAL
FREE	3.23	0.055	3.285
RED	2.83	0.055	2.885
PAID	0.31	0.05	0.36
HHFKA*	0.06	0.00	0.06

HIGH RATE (July 1, 2017 - June 30, 2018 -Federal EXTRA .02 CENTS) SFAs/charter schools w/more than 60% of Free and Reduced			
	FEDERAL	STATE	TOTAL
FREE	3.25	0.055	3.305
RED	2.85	0.055	2.905
PAID	0.33	0.05	0.38
HHFKA*	0.06	0.00	0.06

\* For "Federal PB Lunch" Healthy Hunger-Free Kids Act of 2010

**SCHOOL BREAKFAST PROGRAM**

REGULAR RATES - NON-SEVERE NEED			
	FEDERAL	STATE	TOTAL
FREE	1.75	0.00	1.75
RED	1.45	0.00	1.45
PAID	0.30	0.00	0.30

SEVERE NEED RATES			
	FEDERAL	STATE	TOTAL
FREE	2.09	0.00	2.09
RED	1.79	0.00	1.79
PAID	0.30	0.00	0.30

**AFTER SCHOOL SNACKS**

AT RISK/ AREA ELIGIBLE (NO CHARGE)	(NO CHARGE)	0.88
<b>NON-AREA ELIGIBLE</b>		
FREE		0.88
REDUCED		0.44
PAID		0.08

**SPECIAL MILK PROGRAM**

FREE	Average cost per half pint *Based on Individual LEA's/charter school costs
PAID	0.2075

Commodity Value \$ 0.2325

2017 SUMMER FOOD SERVICE PROGRAM					
Reimbursement Rates Effective January 1, 2017-December 31, 2017					
Operation Funds		Administrative Funds		Combined Reimbursement Rates	
		Rural or Self-Prep	Other Types of	Rural or Self-Prep Sites	Other Types of
Breakfast	\$1.99	\$0.1975	\$0.1550	\$2.1875	\$2.1450
Lunch or Dinner	\$3.47	\$0.3625	\$0.3000	\$3.8325	\$3.7700
Supplement	\$0.81	\$0.0975	\$0.0775	\$0.9075	\$0.8875

Section II

RFP-Contract

**COST RESPONSIBILITY SUMMARY**

The SFA has deemed the following cost responsibility schedule to be part of this contract. Cost that are not provided for under the standard contract terms and conditions, but are necessary for the effective operations of the food service program and are directly incurred for the SFA's operation, must be assigned by the SFA prior to the RFP solicitation request and designed below.

**Modify the following table to match what the SFA wants in the contract those highlighted in yellow could be FSMC or SFA provided it is for the SFA to decide**

<b>Cost Responsibility Summary</b>	<b>FSMC</b>	<b>SFA</b>	<b>Not Applicable</b>
<b>FOOD</b>			
Food Purchasing	X		
Processing and Payment of Invoices	X		
USDA Administrative Charges	X		
USDA Processing Charges	X		
USDA Delivery Charges	X		
Inventory of Food and Supplies	X		
<b>FSMC LABOR</b>			
Payment of Management and Hourly Wages	X		
Payroll Taxes of Management and Hourly Employees	X		
Fringe Benefits and Insurance of Management and Hourly Employees	X		
Preparation/Processing of Management and Hourly Employees Payroll	X		
Costs of Adminstrating Payroll and Benefits for All FSMC Employees	X		
Workers' Compensation for Management and Hourly Employees	X		
Background Checks and TB Testing	X		
Training of Employees (Including Serv-Safe Training)	X		
Employee Recruitment	X		
<b>SFA LABOR</b>			
Payment of Management and Hourly Wages			X
Payroll Taxes of Management and Hourly Employees			X
Fringe Benefits and Insurance of Management and Hourly Employees			X
Preparation/Processing of Management and Hourly Employees Payroll			X
Costs of Adminstrating Payroll and Benefits for All SFA Employees			X
Workers' Compensation for Management and Hourly Employees			X
Background Checks and TB Testing			X
Training of Employees (Including Serv-Safe Training)			X
Employee Recruitment			X
<b>OTHER DIRECT COSTS</b>			
Paper Supplies (foil, plastic wrap, etc.), Disposable and Cleaning Supplies	X		
Laundry	X		
Menu Printing and Paper	X		
Replacement of Capital/Major Equipment		X	
Replacement of Expendable/Minor Equipment (Smallwares)		X	
Cost of Repairing Equipment (each are responsible for the repair of their own equipment)	X	X	
Disposable Serviceware	X		
Telephone – Local & Long Distance		X	
Telephone – Mobile/Cell	X		
Broad Band Access (Will be provided for. Modifications will be the FSMCs responsibility and must comply with SFA network standards)		X	
Products and Public Liability Insurance	X		
Uniforms for All Employees Both FSMC and SFA (if applicable)	X		
Computers and Software (other than POS)	X		
POS System Annual Software Fees (licensing, maintenance, rollover, etc.)		X	

Section II

RFP-Contract

COST RESPONSIBILITY SUMMARY

Cost Responsibility Summary	FSMC	SFA	Not Applicable
POS Computers and Software			
Office Supplies	X		
Postage	X		
Insurance (general and product Liability, etc.)	X		
Sales Taxes	X		
Utilities		X	
Pest Control		X	
FSMC Promotional Materials	X		
<b>CLEANING</b>			
Cafeteria/Dinning Area Walls		X	
Cafeteria/Dinning Area Floors		X	
Cafeteria/Dinning Area Table and Chairs		X	
Buffing and Waxing of Floors		X	
Kitchen Floors		X	
Kitchen/Serving Area (excluding floors)	X		
Kitchen Walls		X	
Kitchen Equipment	X		
Grease Filters		X	
Grease Traps		X	
Ceiling, Light Fixtures and Fans		X	
Dishwashing	X		
Equipment	X		
Hoods (exterior of the hood inside the kitchen only)	X		
Vent from Hoods to Outside		X	
Rest Rooms		X	
Removal of Trash and Garbage from Kitchen	X		
Removal of Trash and Garbage from Cafeteria/Dinning Area		X	
Removal of Trash and Garbage from Premises		X	
Recycling		X	
<b>VEHICLES</b>			
Maintain SFA's Vehicles (operating expenses, repairs, gas, oil, taxes and licenses)		X	
Provide and Maintain a Vehicle/s, (operating expenses, repairs, gas, oil, taxes & licenses)			X
<b>OTHER RESPONSIBILITIES</b>			
Daily Cash Pick Up and Bank Deposit		X	
Provide, Manage and Service All Vending Machines as Detailed in the RFP	X		
Building Maintenance		X	
Selling Pre-Paid Lunches (if needed)	X		
Distribution of Meal Tickets (if needed)		X	
Meal Ticket Printing (if needed)	X		
SAS 70 Compliance	X		
Travel	X		
Auditors Fees		X	

## 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.

<b>The Criteria Used In Evaluating Proposals</b> <i>The points awarded range from 1 to 5, with 5 being the highest score and 1 being the lowest</i>	<b>Weighting Factor</b>	<b>Points</b>
<b>1. Total Meal Rate and FSMC Guarantee Return (if any). 1 to 5 points will be awarded to both a. and b.:</b> a. The points awarded to meal rate will be based upon the lowest meal rate receiving the most points (5) with decreasing points for each FSMCs higher meal rate. 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. If no guarantee is offered then the points awarded will be zero.	26%	1 to 5 for a. and b.
<b>2. FSMC investment:</b> Considers if the FSMC provided investment to meet the stated goals the District has for the food service program.	5%	
<b>3. FSMCs capability, record of performance and financial condition:</b> Corporate capability and experience will be measured by performance record, years in the industry, relevant experience, ability to successfully operate a non NSLP and a NSLP food service program, number of districts served, client retention, references and the financial condition of the FSMC.	10%	
<b>4. Proposed onsite management:</b> Considers the number of the management team proposed, references; proposal resumes, face to face interviews and any other method to discover the capabilities and skill level of the onsite manager.	25%	
<b>5. The Food Service program proposed by the FSMC:</b> Considers how the FSMC will provide good variety, great taste, freshness, authenticity, healthy choices, ambiance, and excellent service that will be the norm, not the exception. Did the FSMC provide appropriate food concepts that will attract and retain the students in a comforting and comfortable atmosphere? Did the FSMC show how they used their creativity, skills, resources and staff to propose and provide a program that meets the District's stated goal? Did and will the FSMC propose a program which increases the frequencies of vegetables and fruit and less reliance on starches? How will the FSMC pricing strategy increase sales?	24%	
<b>6. FSMC's Start Up/Transition Plan:</b> Is the FSMC's start up plan customized to the start of this program? Is the plan detailed plan from pre- planning (10 days prior to the start of the contract) through the start of the contract through the first two months to September 30, 2015? Did it detail the additional management/resources they will be providing as well as the startup task, any requirements for the District, implementation date, estimated completion date, and who is responsible (name and title)? Did the plan have enough different (not repetitive) tasks listed covering the startup activities in implementation, management, HR, food services and training? Was it submitted in Excel format or a Gantt chart?	10%	

Please fill out the following Individual Criteria Pages Worksheet



Section II

RFP - Contract

MINIMUM STAFFING REQUIREMENTS

**Minimum Staffing/Wage Requirements**

- SFA does not have Minimum Staffing Requirements**  
 **SFA has the following Minimum Staffing Requirements**

The following are minimum staffing and wage requirements all FSMCs must incorporate into their proposals/cost. FSMCs can propose higher levels but not lower.

Minimum Required Staffing/Wage Schedule							
Hourly and Management All Staff on FSMC Payroll							
No.	Position	Assigned School	Hourly Pay	Hours Per Day	Days Per Year	Total Annual Wages	Is Position Eligible for Health Benefits (Yes or No)
1	Manager	MRHS	15	7	175	\$18,375.00	yes
2	Cook	MRHS	15.75	6	175	\$16,537.50	no
3							
4	Server	MRHS	12.25	3.5	175	\$7,503.13	no
5	Server	MRHS	10.25	3.5	175	\$6,278.13	no
6	Server	MRHS	10.25	3.5	175	\$6,278.13	no
7	Server	MRHS	10.25	3.5	175	\$6,278.13	no
8	Server	MRHS	10.25	3.5	175	\$6,278.13	no
9	Server	MRHS	10.25	3.5	175	\$6,278.13	no
10	cashier	MRHS	10.25	4.25	175	\$7,623.44	no
11	cashier	MRHS	10.25	4.25	175	\$7,623.44	no
12	cashier	MRHS	10.25	4.25	175	\$7,623.44	no
13	cashier	MRHS	10.25	4.25	175	\$7,623.44	no
14	washer	MRHS	11	4.25	175	\$8,181.25	no
15	cashier	MRHS	10.25	4.25	175	\$7,623.44	no
16	General Manager	MRHS	27	8	183	\$39,528.00	yes
17	administrative asst.	MRHS	13.5	5	175	\$11,812.50	no
18						\$0.00	
19						\$0.00	
20						\$0.00	
21						\$0.00	
22						\$0.00	
23						\$0.00	
24						\$0.00	
25						\$0.00	
26						\$0.00	
27						\$0.00	
28						\$0.00	
29						\$0.00	
30						\$0.00	
<b>Totals</b>						\$171,445.19	





# March 2018



**EVERYDAY CHOICES**  
**MADE TO ORDER DELI BAR**  
**Hot Panini Sandwiches**

Variety Protein or Vegetarian Wraps & Sandwiches  
 Daily Featured Salads




**EVERYDAY CHOICES**  
**Hamburger & Chicken Sandwiches**



**EVERYDAY CHOICES**

**Cheese Pizza and Daily Specialty Pizzas**  
**On Selected Days Tuesday – Thursday**  
*Calzone, Flatbread Pizza, French Bread Pizza or Stromboli*



**SIDES OFFERED DAILY WITH LUNCH CHOICES**  
 Locally Grown Seasonal Fresh Fruit and Vegetables, 100% Fruit Juice and Low Fat or Fat Free Milk

2/26 Sesame Chicken w/ Brown Rice Steamed Peas	2/27 DISPLAY COOKING SALAD SALOON BUILD YOUR OWN SALAD	2/28 Grilled Chicken Club Sandwich Sweet Potato Fries	3/1 Twin Taco Day Fiesta Corn	3/2 Lasagna Rollup w/ Dinner Roll Sautéed Spinach
3/5 Western Angry Burger on Kaiser Sweet Potato Tots	3/6 DISPLAY COOKING ASIAN STIR FRY BUFFET	3/7 BBQ Pulled Pork & Cheddar w/ Chipotle Spread Potato Wedge	3/8 Oven Fried Chicken w/ Mashed Potatoes Corn on the Cob	3/9 Mini Cheese Calzone Zucchini Sticks
3/12 Chicken & Waffles Sweet Potato Fries	3/13 Grilled Cheese With Tomato Soup & Seasoned Wedges Glazed Carrots	3/14 Sesame Chicken With Brown Rice Steamed Peas	3/15 Corned Beef w/Potato and Cabbage Teachers Corned Beef Rubeen Panini	3/16 SINGLE DAY SESSION NO LUNCH
3/19 Mini Pepperoni & Cheese Calzone Zucchini Sticks	3/20 Chicken Quesadilla Rice & Beans	3/21 Sloppy Joe w/ Fries Cole Slaw	3/22 Chicken Parmesan w/ Pasta Roasted Zucchini	3/23 Macaroni & Cheese w/ Dinner Roll Steamed Green Beans
3/26 General Tso's Chicken With Fried Brown Rice Steamed Broccoli	3/27 DISPLAY COOKING SALAD SALOON BUILD YOUR OWN SALAD	3/28 Boneless BBQ Rib w/ Mac & Cheese Green Beans	3/29 Chicken in a Basket w/ Corn Chips Vegetable Blend	3/30 SINGLE DAY SESSION NO LUNCH

# Breakfast



SERVED 7- 7:45 am Daily

**Monday:** Bagel & Cream Cheese

**Tuesday:** Pancakes

**Wednesday:** Breakfast Sandwiches

**Thursday:** Waffle Bar

**Friday:** Breakfast Sandwiches

## Daily Offerings:

- ❖ Cherry/ Apple Frudel
- ❖ Oatmeal to Go
- ❖ Mini French Toast
- ❖ Mini Pancakes
- ❖ Mini-Cinni Rolls
- ❖ Yogurt Parfait
- ❖ Assorted Muffins w/ Graham Crackers
- ❖ Assorted Cereal w/ Graham Crackers

# *Breakfast*

## *Price List*

Reimbursable Student Breakfast	\$1.75
Adult Breakfast	\$2.25
Bagel & Cream Cheese	\$2.00
Breakfast Sandwich	\$2.25
Assorted Pastries	\$1.50
Yogurt Parfait	\$2.25
Yogurt Cup	\$1.00
Assorted Fruit Cup	\$2.00
Pop Tarts	\$1.00
Breakfast Break	\$1.50
Cold Cereal	\$1.00
Milk	\$.50
Suncup	\$.50
Coffee/Hot Chocolate	\$1.50
Poland Springs	\$1.25
Tropicana 12 oz	\$1.50
Tropicana 6 oz	\$.75

# ***Monmouth Regional High School***

## ***Price List***

### **2017-2018**

#### ***Student Lunch***

Paid Lunch	\$3.15
Reduced Price Lunch	\$ .40
Salad Express	\$3.15

#### ***Adult Lunch***

Lunch	\$3.75
Express Salad	\$3.75
Deli Salad Cup	\$2.50
Rice Krispie Treat	\$1.25
Chex Snack Mix	\$ .50
Chocolate Chip Granola	\$1.00
Honey & Oat Granola	\$1.00
Granola Trail Mix	\$1.00
Popped Chips	\$1.50
Tropicana Orange Juice	\$1.25
V8 Splash	\$2.25
FUZE	\$2.25
Unsweetened Tea	\$2.25
Honest Tea	\$2.25
Power Milk Strawberry	\$2.50
Naked Smoothie	\$2.50

#### ***A La Carte***

Deli Sandwich	\$3.15
Hot Panini Sandwich	\$4.00
Entrée A La Carte	\$2.25
Second Entrée w/Lunch	\$2.00
Cheese Pizza Slice	\$3.00
Specialty Pizza Slice	\$3.50
Soup	\$1.50
Specialty Salad	\$3.75
French Fries	\$1.50
Mashed Potatoes	\$1.50
Vegetables	\$1.00
Small Salad	\$1.00
Fresh or Can Fruit	\$1.00
Baked Chips	\$1.00
Bag Pretzels	\$1.00
Cheese Pretzel	\$1.50
Small Hot Pretzel	\$1.00
Fresh Baked Cookie	\$0.50
Quaker Rice Cake	\$1.00
Nachos & Cheese	\$1.50
Cup 'o Cheese (2 oz)	\$0.50
Snapple	\$1.50
100% Juice Snapple	\$1.50
Sun Cup	\$0.50
Milk ½ pint	\$0.50
Vitamin Water Large	\$2.25
Bai Flavored Water	\$2.25
Gatorade Small	\$1.50
Switch 100% Juice	\$1.50
Poland Spring Water	\$1.25

*PROPRIETARY FUNDS*

Monmouth Regional High School District  
Statement of Net Position  
Proprietary Funds  
June 30, 2017

	Business-type Activities - Enterprise Funds	
	Food Service	Totals
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 69,415	\$ 69,415
Investments		-
Accounts receivable	4,658	4,658
Other receivables		-
Inventories:		
Commodities	4,345	4,345
Regular	4,028	4,028
Total current assets	<u>82,446</u>	<u>82,446</u>
Noncurrent assets:		
Furniture, machinery & equipment	133,595	133,595
Less accumulated depreciation	(120,260)	(120,260)
Total noncurrent assets	<u>13,335</u>	<u>13,335</u>
Total assets	<u>95,781</u>	<u>95,781</u>
<b>LIABILITIES</b>		
Current liabilities:		
Accounts payable	10,697	10,697
Interfund payable		-
Unearned Income	1,606	1,606
Compensated absences		-
Total current liabilities	<u>12,303</u>	<u>12,303</u>
Noncurrent Liabilities:		
Compensated absences		-
Total noncurrent liabilities	<u>-</u>	<u>-</u>
Total liabilities	<u>12,303</u>	<u>12,303</u>
<b>NET ASSETS</b>		
Invested in capital assets net of related debt	13,335	13,335
Restricted for:		
Capital projects		-
Unrestricted	83,478	83,478
Total net assets	<u>\$ 96,813</u>	<u>\$ 96,813</u>

## Exhibit B-5

Monmouth Regional High School District  
Statement of Revenues, Expenses, and Changes in Fund Net Position  
Proprietary Funds  
For the Year Ended June 30, 2017

	Business-type Activities - Enterprise Fund	
	Food Service	Total Enterprise
Operating revenues:		
Charges for services:		
Daily sales - reimbursable programs	\$ 71,950	\$ 71,950
Daily sales - non-reimbursable programs	156,731	156,731
Special functions		-
Community service activities		-
Transportation fees from other LEA's within the state		-
Deductions from employees' salaries		-
Food Distribution Program	22,608	22,608
Total operating revenues	<u>251,289</u>	<u>251,289</u>
Operating expenses:		
Cost of sales	175,774	175,774
Salaries	145,137	145,137
Employee benefits		-
Purchased property service		-
Other purchased professional services		-
Cleaning, repair and maintenance services	1,697	1,697
Management Fees	11,016	11,016
Rentals		-
Insurance	9,697	9,697
Uniforms	889	889
General supplies	20,123	20,123
Miscellaneous expense	7,678	7,678
Depreciation	2,345	2,345
Food distribution program Expense	22,608	22,608
Total Operating Expenses	<u>396,964</u>	<u>396,964</u>
Operating income (loss)	<u>(145,675)</u>	<u>(145,675)</u>
Nonoperating revenues (expenses):		
State sources:		
State school lunch program	2,779	2,779
Federal sources:		
National school lunch and breakfast program	114,452	114,452
School Breakfast Program	24,219	24,219
Interest and investment revenue	27	27
Subsidy Operating - General Fund	50,000	50,000
Total nonoperating revenues (expenses)	<u>191,477</u>	<u>191,477</u>
Income (loss) before contributions & transfers	45,802	45,802
Capital contributions		-
Change in net assets	45,802	45,802
Total net assets—beginning	37,676	37,676
Total net assets—ending	<u>\$ 83,478</u>	<u>\$ 83,478</u>

**Monmouth Regional High School District**  
**Statement of Cash Flows**  
**Proprietary Funds**  
**For the Year Ended June 30, 2017**

	<b>Business-type Activities - Enterprise Funds</b>	
	<b>Food Service</b>	<b>Total Enterprise</b>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Receipts from customers	\$ (151,510)	\$ (151,510)
Payments to employees	-	-
Payments for employee benefits	-	-
Payments to suppliers	-	-
Net cash provided by (used for) operating activities	<u>(151,510)</u>	<u>(151,510)</u>
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES</b>		
State Sources	2,779	2,779
Federal Sources	138,671	138,671
Operating subsidies and transfers from other funds	50,000	50,000
Net cash provided by (used for) non-capital financing activities	<u>191,450</u>	<u>191,450</u>
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</b>		
Change in capital contributions	-	-
Purchases of capital assets	(10,310)	(10,310)
Gain/Loss on sale of fixed assets (proceeds)	-	-
Net cash provided by (used for) capital and related financing activities	<u>(10,310)</u>	<u>(10,310)</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Interest and dividends	27	27
Proceeds from sale/maturities of investments	-	-
Net cash provided by (used for) investing activities	<u>27</u>	<u>27</u>
Net increase (decrease) in cash and cash equivalents	29,657	29,657
Balances—beginning of year	39,758	39,758
Balances—end of year	<u>69,415</u>	<u>69,415</u>
<b>Reconciliation of operating income (loss) to net cash provided (used) by operating activities:</b>		
Operating income (loss)	(145,675)	(145,675)
Adjustments to reconcile operating income (loss) to net cash provided by (used for) operating activities	-	-
Depreciation and net amortization	2,345	2,345
(Increase) decrease in accounts receivable, net	1,623	1,623
(Increase) decrease in inventories	(862)	(862)
(Increase) decrease in other current assets	-	-
Increase (decrease) in accounts payable	(8,813)	(8,813)
Increase (decrease) in unearned income	(128)	(128)
Total adjustments	<u>(5,835)</u>	<u>(5,835)</u>
Net cash provided by (used for) operating activities	<u>\$ (151,510)</u>	<u>\$ (151,510)</u>

# PUBLIC

## RESPONSE AND PROJECTED OPERATING STATEMENT

ATTACH AS FIRST PAGES OF RESPONSE TO REQUEST FOR PROPOSAL(RFP)

**PUBLIC** - Response and Projected Operating Statement  
 for  
**SFA: School Food Authority (SFA)**  
**Monmouth Regional High School**  
  
**School Year 2018 - 2019**

We the undersigned, agree to operate the food service program as described in the RFP specifications.

FSMC NAME:	
FSMC ADDRESS:	
FSMC REPRESENTATIVE'S NAME/TITLE:	
SIGNATURE:	
TELEPHONE #:	FAX #:
E-MAIL ADDRESS:	

This proposal is subject to all the attached terms, conditions and specifications. If accepted we hereby agree to enter into a FOOD SERVICE MANAGEMENT COMPANY (FSMC) CONTRACT as described in the Contract/RFP.

**MEAL RATE: Fixed Cost Per Meal Rate**

	<u>Cost of Operations</u> <i>(input amount)</i>	+	<u>Management Fee</u> <i>(input amount)</i>	=	<u>Meal Rate</u>
Breakfast	<input type="text"/>		<input type="text"/>		\$0.0000
Lunch, Ala Carte Meal Equiv. & Dinner	<input type="text"/>		<input type="text"/>		\$0.0000
After School Snack	<input type="text"/>		<input type="text"/>		\$0.0000

**GUARANTEE:**

FSMC - Must Check one of the following:

<input type="checkbox"/> No Guarantee	<u>Amount</u> NA
<input type="checkbox"/> <b>( Deficit/Loss)</b>	<input type="text"/> <i>(input amount)</i>
<input type="checkbox"/> Breakeven	\$0.00
<input type="checkbox"/> Surplus/Profit	<input type="text"/> <i>(input amount)</i>

**ACTUAL BOTTOM-LINE:**

<b>\$0.00</b>	<b>\$0.00</b>
<i>(No Investment)</i>	<i>(With Investment)</i>

**FSMC Must Answer the Following Questions:**

Pursuant to the Contract/RFP the FSMC agrees the Breakeven/Deficit/Profit is guaranteed:  Yes  No  
 Pursuant to the Contract/RFP the FSMC agrees the Breakeven/Deficit/Profit is NOT capped:  Yes  No  
*(note capped guarantees are not allowed)*

This operating statement is based on:

Elem.	Middle	High	
			days of meals service <b>NSLP</b> (lunch)
			days of meals service <b>SBP</b> (breakfast)
			days of meals service <b>ASSP</b> (after school snack)
			days of meal service CACFP At-Risk/Afterschool Meals Program ( <b>Dinner</b> )
			# of work days (hourly employees only)

<b><u>Does the anticipated reimbursement include the:</u></b>	<u>Yes</u>	<u>No</u>	<u>N/A</u>
<b>NSLP</b> higher rate of reimbursement (extra 2 cents):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>SBP</b> Severe Need higher rate of reimbursement:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>If Yes, list Schools: (Complete list- See Page 7)</i>			
<b>ASSP</b> area eligible rate of reimbursement:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Dinner</b> At-risk higher rate of reimbursement:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**FIXED PRICE**

SFA: **Monmouth Regional High School**  
FSMC: **0**

**PUBLIC**

Form #23 FP **PUBLIC**

Revised 02/2018

Page 2 of 8

**RESPONSE AND PROJECTED OPERATING STATEMENT**

**PROJECTED REVENUE (Sales and Anticipated Reimbursement)**

<u>SALES</u>	<u>Projected # of Meals/Milk</u>		<u>Selling Price</u>	<u>Projected Revenue</u>
--------------	----------------------------------	--	----------------------	--------------------------

**Cafeteria Sales: (Lunch)**

Students Paid Meals:	<input type="text"/>	Elementary School	@ <input type="text"/>	= <input type="text"/>	\$0.00
	<input type="text"/>	Middle School	@ <input type="text"/>	= <input type="text"/>	\$0.00
	<input type="text"/>	High School	@ <input type="text"/>	= <input type="text"/>	\$0.00

Students Reduced Meals:	<input type="text"/>	District-wide	@ <input type="text"/>	= <input type="text"/>	\$0.00
-------------------------	----------------------	---------------	------------------------	------------------------	--------

A La Carte: (Student A La Carte, Adult Meals, Adult A La Carte and Vending) *Enter Amount* →  \*

Special Functions/Catering *Enter Amount* →  \*

Vended Meal Income: *Enter Amount* →  \*

Other Income:  *Enter Amount* →  \*  
*State other income above*

**Cafeteria Sales: (Breakfast)**

Students Paid Meals:	<input type="text"/>	Elementary School	@ <input type="text"/>	= <input type="text"/>	\$0.00
	<input type="text"/>	Middle School	@ <input type="text"/>	= <input type="text"/>	\$0.00
	<input type="text"/>	High School	@ <input type="text"/>	= <input type="text"/>	\$0.00

Students Reduced Meals:	<input type="text"/>	District-wide	@ <input type="text"/>	= <input type="text"/>	\$0.00
-------------------------	----------------------	---------------	------------------------	------------------------	--------

A La Carte: (Student A La Carte, Adult Meals and Adult A La Carte) *Enter Amount* →  \*

**FIXED PRICE**

SFA: **Monmouth Regional High School**  
 FSMC: **0**

**PUBLIC**

Form #23 FP **PUBLIC**  
 Revised 02/2018  
 Page 3 of 8

**RESPONSE AND PROJECTED OPERATING STATEMENT**  
**PROJECTED REVENUE (Sales and Anticipated Reimbursement)**

	# of Meals/Milk		Selling Price		Projected Revenue
<b>Cafeteria Sales: Special Milk Program (SMP)</b>					
Students Paid Milk	<input type="text"/>	District-wide	@ <input type="text"/>	=	<input type="text" value="\$0.00"/> *
<b>Cafeteria Sales: Split-Session Kindergarten Milk Program (SSMP)</b>					
Students Paid Milk	<input type="text"/>	District-wide	@ <input type="text"/>	=	<input type="text" value="\$0.00"/> *
<b>Cafeteria Sales: After School Snack Program (ASSP)</b>					
Students Paid Snacks	<input type="text"/>	District-wide	@ <input type="text"/>	=	<input type="text" value="\$0.00"/>
Students Reduced Snacks	<input type="text"/>	District-wide	@ <input type="text"/>	=	<input type="text" value="\$0.00"/>
<b>Cafeteria Sales: CACFP At-Risk/Afterschool Meals Program (Dinner)</b>					
Students Paid Meals	<input type="text"/>	District-wide	@ <input type="text"/>	=	<input type="text" value="\$0.00"/>
Students Reduced Meals	<input type="text"/>	District-wide	@ <input type="text"/>	=	<input type="text" value="\$0.00"/>
<b>Subtotal Sales:</b>					<b>\$0.00 (A)</b>

**ANTICIPATED REIMBURSEMENT: PUBLIC-All NSLP rates of reimbursement include the PBF (\$.06)**

	# of Student Meals/ Milk/Snacks		Reimbursement Rate		Anticipated Reimbursement
<b>LUNCH</b>					
	<input type="text" value="0"/>	Paid Meals	@ <input type="text" value="\$0.4200"/>	=	<input type="text" value="\$0.00"/>
	<input type="text" value="0"/>	Reduced Price Meals	@ <input type="text" value="\$2.9450"/>	=	<input type="text" value="\$0.00"/>
	<input type="text" value="0"/>	Free Meals	@ <input type="text" value="\$3.3450"/>	=	<input type="text" value="\$0.00"/>
<b>TOTAL LUNCH</b>	<b>0 Total</b>				<b>\$0.00</b>
<b>LUNCH High Rate</b>					
	<input type="text" value="0"/>	Paid Meals	@ <input type="text" value="\$0.4400"/>	=	<input type="text" value="\$0.00"/>
	<input type="text" value="0"/>	Reduced Price Meals	@ <input type="text" value="\$2.9650"/>	=	<input type="text" value="\$0.00"/>
	<input type="text" value="0"/>	Free Meals	@ <input type="text" value="\$3.3650"/>	=	<input type="text" value="\$0.00"/>
<b>TOTAL LUNCH High Rate</b>	<b>0 Total</b>				<b>\$0.00</b>
<b>BREAKFAST</b>					
	<input type="text" value="0"/>	Paid Meals	@ <input type="text" value="\$0.3000"/>	=	<input type="text" value="\$0.00"/>
	<input type="text" value="0"/>	Reduced Price Meals	@ <input type="text" value="\$1.4500"/>	=	<input type="text" value="\$0.00"/>
	<input type="text" value="0"/>	Free Meals	@ <input type="text" value="\$1.7500"/>	=	<input type="text" value="\$0.00"/>
<b>TOTAL BREAKFASTS</b>	<b>0 Total</b>				<b>\$0.00</b>
<b>BREAKFAST Severe Need</b>					
	<input type="text" value="0"/>	Paid Meals	@ <input type="text" value="\$0.3000"/>	=	<input type="text" value="\$0.00"/>
	<input type="text" value="0"/>	Reduced Price Meals	@ <input type="text" value="\$1.7900"/>	=	<input type="text" value="\$0.00"/>
	<input type="text" value="0"/>	Free Meals	@ <input type="text" value="\$2.0900"/>	=	<input type="text" value="\$0.00"/>
<b>TOTAL SN BREAKFASTS</b>	<b>0 Total</b>				<b>\$0.00</b>
<b>SSMP/SMP</b>					
	<input type="text" value="0"/>	Free Milk	@ <input type="text" value="\$0.2500"/>	=	<input type="text" value="\$0.00"/>
	<input type="text" value="0"/>	Paid Milk	@ <input type="text" value="\$0.1975"/>	=	<input type="text" value="\$0.00"/>
<b>TOTAL SSMP/SMP</b>	<b>0 Total</b>				<b>\$0.00</b>
<b>ASSP</b>					
	<input type="text" value="0"/>	Paid Snacks	@ <input type="text" value="\$0.0700"/>	=	<input type="text" value="\$0.00"/>
	<input type="text" value="0"/>	Reduced Price Snacks	@ <input type="text" value="\$0.4300"/>	=	<input type="text" value="\$0.00"/>
	<input type="text" value="0"/>	Free Snacks	@ <input type="text" value="\$0.8600"/>	=	<input type="text" value="\$0.00"/>
<b>TOTAL ASSP</b>	<b>0 Total</b>				<b>\$0.00</b>
<b>CACFP Dinner</b>					
	<input type="text" value="0"/>	Paid Meals	@ <input type="text" value="\$0.3100"/>	=	<input type="text" value="\$0.00"/>
	<input type="text" value="0"/>	Reduced Price Meals	@ <input type="text" value="\$2.8300"/>	=	<input type="text" value="\$0.00"/>
	<input type="text" value="0"/>	Free Meals	@ <input type="text" value="\$3.2300"/>	=	<input type="text" value="\$0.00"/>
<b>TOTAL CACFP Dinner</b>	<b>0 Total</b>				<b>\$0.00</b>

**Subtotal Anticipated Reimbursement: \$0.00 (B)**

**TOTAL REVENUE \$0.00 (C)**  
 (A+B=C)





**FIXED PRICE**

SFA: **Monmouth Regional High School**  
 FSMC: **0**

**PUBLIC**

Form #23 FP **PUBLIC**

Revised 02/2018

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**CALCULATION OF  
CENTS PER MEAL RATE FEE INCLUDING MANAGEMENT FEE**

All meal equivalents to be calculated on a factor of:		<b>\$3.58</b>	
Projected Annualized Student Reimbursable Lunches	0	@	\$0.0000 = \$0.00
Projected Annualized Student Reimbursable Breakfast	0	@	\$0.0000 = \$0.00
Projected Annualized Student Reimbursable Snacks (ASSP)	0	@	\$0.0000 = \$0.00
Projected Annualized Student CACFP Reimbursable Dinner	0	@	\$0.0000 = \$0.00
Projected Annualized A la Carte <b>Meal Equivalents Including Milk</b>	\$0.00	@	\$0.0000 = \$0.00
Projected Annualized A la Carte <b>Revenue *</b>	\$0.00		

****Cents /Meal FSMC Meal Rate X # of Meals/Equiv.	\$0.00	<b>(I)</b>
--	--------	------------

\*\*\*\* This is a projected calculation. Actual Meal Rate X # of Meals/Equiv. may be greater than or less than projected amount. Meal Rate X # of Meals/Equiv. is directly related to student participation and SFA revenue.

**CALCULATION OF  
CENTS PER MEAL FSMC MANAGEMENT FEE ONLY**

All meal equivalents to be calculated on a factor of:		<b>\$3.58</b>	
Projected Annualized Student Reimbursable Lunches	0	@	\$0.0000 = \$0.00
Projected Annualized Student Reimbursable Breakfast	0	@	\$0.0000 = \$0.00
Projected Annualized Student Reimbursable Snacks (ASSP)	0	@	\$0.0000 = \$0.00
Projected Annualized Student CACFP Reimbursable Dinner	0	@	\$0.0000 = \$0.00
Projected Annualized A la Carte <b>Meal Equivalents Including Milk</b>	\$0.00	@	\$0.0000 = \$0.00
Projected Annualized A la Carte <b>Revenue *</b>	\$0.00		

****Cents /Meal FSMC Mgmt Fee X # of Meals/Equiv.	\$0.00	<b>(J)</b>
---	--------	------------

\*\*\*\* This is a projected calculation. Actual Meal Mgmt. Fee X # of Meals/Equiv. may be greater than or less than projected amount. Meal Mgmt. Fee X # of Meals/Equiv. is directly related to student participation and SFA revenue.

**AA. PROFIT & LOSS - Revenue Based on Revenue Detailed In Form 23, Less Expenses Based Upon the Meal Rate, Equals Profit/Loss**

Note: This Must Equal the Revenue, Expenses & Profit/Loss Below in BB.

<b>TOTAL Projected REVENUE</b>	\$0.00	<b>(K)</b>
A+B+C=K		
<b>TOTAL Projected EXPENSES</b>	\$0.00	<b>(L)</b>
I=L		
<b>TOTAL Projected PROFIT/LOSS</b>	\$0.00	<b>(M)</b>
K-L=M		

**BB. PROFIT & LOSS - Revenue Based on Revenue Detailed In Form 23, Less Expenses Based on Expenses Detailed in Form 23, Equals Profit/Loss**

Note: This Must Equal the Revenue, Expenses & Profit/Loss Above in AA.

<b>TOTAL Projected REVENUE</b>	\$0.00	<b>(N)</b>
A+B+C - N		
<b>TOTAL Projected EXPENSES</b>	\$0.00	<b>(O)</b>
D+E+F+G+H+J=0		
<b>TOTAL Projected PROFIT/LOSS</b>	\$0.00	<b>(P)</b>
N-O=P		

**CC. CALCULATION OF FSMC INVESTMENT IF REQUIRED BY SFA CONTRACT/RFP: The FSMC shall make a financial commitment/investment to SFA in an amount not to exceed the following amount:**

<b>Investment as Required In SFA Contract/RFP</b>	\$0.00	<b>(Q)</b>
Amortized over	1	Years
<b>Amount Billed to SFA - Annually</b>	\$0.00	<b>(R)</b>

for equipment and upgrades for certain schools (the "financial commitment/investment"). Any equipment purchased by FSMC shall be purchased as a "sale-for resale" to the SFA. Title to equipment shall vest in SFA upon such resale, when the equipment is placed in service. 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 SFA as a direct cost and will be billed to the SFA in addition to the Meal Rate on a monthly basis.

**DD. NET PROFIT & LOSS WITH INVESTEMENT - Total Projected Profit /Loss - M or P less R = S**

<b>TOTAL Projected PROFIT/LOSS with Investment</b>	\$0.00	<b>(S)</b>
M or P - R = S		



**FIXED PRICE**

## **COMPONENTS OF ADMINISTRATIVE/MANAGEMENT FEE**

The following **MUST** be included in the Administrative/Service/Management Fee and **MAY NOT** be charged in any other expense:

1. Menu development specific to the operation.
2. Management meetings, and/or management development program specific to the operation.
3. Nutrition education material and program expense.
4. Facilities layout and design services specific to the operation.
5. Cost of developing the following:
  - Training Manuals
  - Procedures Manuals
  - Food Service Control Forms and Supplies
  - Material for School Nutrition Promotions
6. All purchasing services.
7. Education programs via schoolroom programs, parent/teacher meetings and school food advisory committee meetings.
8. All accounting and bookkeeping.
9. All payroll reporting, recording and documentation including the issuance of weekly payroll checks for FSMC employees.
10. Supply of all administrative, dietetic, nutritional, sanitation and personnel advice.
11. Visitation/coverage by corporate chef during school lunch promotions.
12. Visitation/coverage by a principal of the FSMC.

Section III

RFP - Contract

## FSMC GUARANTEE

- The SFA requires any FSMC submitting a proposal must guarantee a minimum surplus of \$\_\_\_\_\_

**Note:** This is *optional, check box and complete the above only if the SFA wants to state a required minimum guarantee in this RFP/Contract.*

The documentation supporting the Guarantee is to be submitted as part of the Response and Projected Operating Statement ([Form 23\[public\]](#))/([Form 23\[nonpublic\]](#)). If the FSMC proposes a guarantee it must be unlimited. **FSMC must indicate of the following four options for this RFP/Contract**, one box must be checked by the FSMC:

**Deficit**                      **Amount**                      \$\_\_\_\_\_

**Guaranteed Deficit:** FSMC guarantees that SFA's total food service costs for the current year shall exceed gross receipts for the current year by no more than stated above for the current year for those items of revenue and expense as detailed in the Response and Projected Operating Statement (Form 23).

**Reimbursement:** FSMC agrees to reimburse SFA for the amount, by which SFA's actual deficit for the Current Year is greater than the Guaranteed Deficit for such Current Year for those items of revenue and expense as detailed on the year end Operating Statement.

**Breakeven**                      **Amount**                      \$\_\_\_\_\_

**Guaranteed Breakeven:** FSMC guarantees that SFA's total food service costs for the current year shall exceed gross receipts for the current year for those items of revenue and expense as detailed in the Response and Projected Operating Statement (Form 23).

**Surplus**                      **Amount:**                      \$\_\_\_\_\_

**Guaranteed Surplus:** FSMC guarantees that gross receipts for the current year shall exceed SFA's total food service costs for the current year by at least the amount stated above for those items of revenue and expense as detailed in the Response and Projected Operating Statement (Form 23).

**Reimbursement:** FSMC agrees to reimburse SFA for the amount by which SFA's actual surplus for the current year is less than the Guaranteed Surplus for the current year as detailed on the year end Operating Statement.

**No Guarantee**                      **Amount: Not Applicable**

**Reimbursement Conditions and Assumptions:** FSMC's obligation to reimburse SFA in accordance with Paragraph J.2, above, 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, FSMC shall reduce its reimbursement to the SFA.

- a. Reimbursement rates for Food Service Program meals shall not be less than those stated in the request for proposal.

## FSMC GUARANTEE

- b. The per meal commodity value of USDA donated foods **offered** shall not be less than the per meal commodity value of USDA donated foods received during the prior year.
- c.
  - i. The number of full service days where breakfast is served for the Current Year shall be at least the number stated in the RFP.
  - ii. The number of full service days where lunch is served for the Current Year shall be at least the number stated in the RFP.
  - iii. The average daily student enrollment for the Current Year shall be at least the number stated in the RFP.
- d. The actual costs charged to the Food Service Enterprise Account by the SFA for Ongoing Contract Monitoring, Annual POS Maintenance Charges, Cost for District Labor and Equipment Maintenance and Repair for Food Service Equipment shall not exceed the projected operating expenses stated in the RFP.
- e. The ratio of students eligible to receive free and reduced-price meals as compared to total student enrollment shall not decrease from those provided in the SFA's request for proposal.
- f. SFA shall continue to receive the additional six cents (\$0.06) per meal reimbursement for each lunch meal served authorized by the Healthy Hunger-Free Kids Act of 2010 and shall include such reimbursement in the calculation of Gross Receipts.
- g. Should the District require in writing that the FSMC take an action which causes the cost of wages, salary, and/or fringe benefits for FSMC's food service employees to exceed the levels set forth in the Projected Food Service Budget attached hereto as Exhibit A, the FSMC's obligation may be adjusted, by mutual consent of the SFA and FSMC, to cover the net increased labor costs resulting directly from such action.
- h. The selling prices of school breakfast, school lunch and after school snacks will be no less than those established by the SFA and as set forth in the tables below:

	<b>Minimum Breakfast Price</b>	<b>Minimum Lunch Price</b>	<b>Minimum After School Snack Price</b>
Elementary Schools			
Middle/Junior High Schools			
High Schools			

- i. Catering will be billed to the SFA at mutually agreed upon rates (which cannot be in the form of a percentage of food cost) plus food cost.
- j. The SFA shall not allow students to leave campus for meal periods or receive delivery of commercial foods on campus during meal periods except as already allowed at the time of the submission of FSMC's proposal.
- k. The SFA shall not block schedule during lunch periods not already so scheduled at the time of the submission of FSMC's proposal, unless the possibility of block scheduling is noted in the RFP.
- l. There shall be no changes in Federal or state regulations, which cause financial impact to the Food Service Program.

Section III

RFP - Contract

## **FSMC GUARANTEE**

In the event any of the foregoing conditions or assumptions are not met during the Current Year, the FSMC's obligation shall be reduced by the amount of any increase in the SFA's Total Food Service Costs or reduction in Gross Receipts which is attributable to the changes in such conditions or assumptions.









**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND  
VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS**

*(BEFORE COMPLETING CERTIFICATION,  
READ INSTRUCTIONS ON REVERSE)*

- 1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**FSMC Name**

**Name and Title of Authorized FSMC Representative**

<input type="text"/>	<input type="text"/>
----------------------	----------------------

**FSMC Signature**

**Date**

## INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this proposal, the prospective lower tier participant is providing agreement and certification to the following:

1. The certification in this document is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).

4. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

5. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Excluded Parties List System. The list is available on the internet at: <http://www.gao.gov/products/GAO-09-174>

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for authorized transactions referenced in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

Both the School Food Authority (SFA) and Food Service Management Company (offeror) shall execute this Certificate of Independent Price Determination.

- (A) By submission of this offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
- (1) The prices in this offer have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
  - (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
  - (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.
- (B) Each person signing this offer on behalf of the Food Service Management Company certifies that:
- (1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
  - (2) He or she is not the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

***To the best of my knowledge, this Food Service Management Company, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:***

***NAME OF FOOD SERVICE MANAGEMENT COMPANY***

***SIGNATURE OF FOOD SERVICE MANAGEMENT COMPANY'S AUTHORIZED REPRESENTATIVE***

***TITLE***

***DATE***

***In accepting this offer, the SFA certifies that no representative of the SFA has taken any action which may have jeopardized the independence of the offer referred to above.***

***NAME OF SCHOOL FOOD AUTHORITY***

***SIGNATURE OF AUTHORIZED REPRESENTATIVE***

***TITLE***

***DATE***

**NOTE: Accepting a bidder's offer does not constitute award of the contract.**

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known:	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>   Congressional District, if known:	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

Approved by OMB  
0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

## CERTIFICATION REGARDING LOBBYING

### CERTIFICATION FOR CONTRACTS, GRANTS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated-funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub- grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. 31 U.S.C. section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Food Service Management Company

Address of Food Service Management Company

Town

State

Zip Code

Name of Submitting Official

Title of Submitting Official

Signature

Date

## DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

### I. Background

#### A. *Certification*

Pursuant to Public Law 2012, c.25 (N.J.S.A.52:32-55, et. seq.), any person or entity (“bidder”) that submits a bid or proposal or otherwise enters into or renews a contract with a board of education is required to disclose if it is engaged in investment activities in Iran. In order to comply with the provisions of P.L. 2012, c. 25, all bidders are required 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). The Department of Treasury List is available at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. A copy of the list is attached for informational purposes. All bidders are advised to refer to the most current version of the list to ensure compliance with P.L. 2012, c. 25.

#### B. *Unable to certify*

If the bidder is unable to certify compliance with the law, the bidder shall provide a detailed and precise description of such investment activities as described in N.J.S.A. 52:32-56(f).

#### C. *False certification*

If the board determines that a person or entity submits a false certification concerning its engagement in investment activities in Iran under section 4 of P.L.2012, c.25 (C.52:32-58), the board shall report to the New Jersey Attorney General the name of that person or entity. The Attorney General shall determine whether to bring a civil action against the person or entity to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L.2012, c.25 (C.52:32-59).

### II. Instructions for Completing the Disclosure of Investment Activities in Iran Form

#### A. *Part 1*: select and check the appropriate box.

Top box: Select this box if the person or entity (bidder) filling out the form is able to certify that neither the person or entity nor any of the bidder’s parents, subsidiaries, or affiliates is listed in the Department of Treasury’s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012c, c. 25 (N.J.S.A. 52-32-55, et. seq.). If you check the top box, skip part 2, fill in part 3 and return the form along with other required documentation in your bid or proposal.

Bottom box: Select this bottom box if the person or entity (bidder) filling out the form is listed and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of Treasury’s list of entities determined to be engaged in prohibited activities in Iran. If you select this box, you must complete part 2 of the certification.

B. *Part 2*: Complete this part only if you selected the bottom box in Part 2.

If you must complete this part, make sure that you provide a detailed, accurate and precise description of the activities. In so doing, please make sure that you complete all fields. With regards to the Bidder contact information, please provide phone numbers and/or the most effective way to reach the person filling out the form. Add additional activities as attachments, following the format under Part 2. List the number of attachments on the form and affix the attachments to the form.

C. *Part 3*: Certification

Complete this section as required, including printing the name, signing, dating the document, providing the title of the person who is filling the form and the bidder/vendor contact information. The bidder/contact information should be the most effective way to reach the person filling out the form.

## DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Bidder Name: \_\_\_\_\_

Contract Name: \_\_\_\_\_

Contract/Renewal Date: \_\_\_\_\_

Pursuant to Public Law 2012, c.25 (N.J.S.A. 52:32-55 et. seq.), any person or entity (bidder) that submits a bid or proposal or otherwise proposes to enter into or renew a public contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. **Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive.** If the board determines that a bidder submits a false certification, the board shall report the name of the bidder to the New Jersey Attorney General, who shall determine whether to bring a civil action against the person or entity to collect the penalty described in section 5 of P.L. 2012, c. 2012 (N.J.S.A. 52:32-59).

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### PART 1. PLEASE CHECK APPROPRIATE BOX

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the New Jersey Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above or am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.

I am unable to certify as indicated above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide the information required in Part 2 will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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### PART 2. INVESTMENT ACTIVITIES IN IRAN

*(Complete only if you checked the second box in Part 1)*

Please provide further information related to investment activities in Iran. You must provide a detailed, accurate and precise description of the activities of the bidder, the bidder's parents, subsidiaries and/or affiliates that are engaged in investment activities as described in N.J.S.A 52:32-56(f).

1. Name and Address: \_\_\_\_\_

2. Relationship to Bidder: \_\_\_\_\_

3. Duration of Engagement: \_\_\_\_\_

4. Cessation of Activity: \_\_\_\_\_

5. Bidder Contact Name: \_\_\_\_\_

6. Bidder Contact Phone Number: \_\_\_\_\_

ADDITIONAL ACTIVITIES/CONTINUATION SHEETS (*Check this box if you are including additional activities*): If there are additional activities that require disclosure, please provide the description as attachments to this form, following the same format under part 2 above. Please number each attachment and affix to this form.

Number of Attachments: \_\_\_\_\_

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**PART 3. CERTIFICATION**

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that \_\_\_\_\_ (*fill in the name of the SFA*) is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of the contract to notify the school in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the school and that the school, at its option, may declare any existing contract(s) resulting from this certification void and unenforceable.

1. Full Name (Print): \_\_\_\_\_

2. Date: \_\_\_\_\_

3. Signature: \_\_\_\_\_

4. Title: \_\_\_\_\_

5. Bidder/Vendor: \_\_\_\_\_

6. Bidder/Vendor Phone Number and/or Contact Information: \_\_\_\_\_