

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

Any School Food Authority (SFA) selecting to use an FSMC must prepare an RFP utilizing this document which **may not be re-typed or altered in any way**. Any changes to this RFP document in the form of additional requirements or specifications must be submitted to the State Agency for approval on a Cost Reimbursable RFP Modification Request Form (Form #47CR) and submitted electronically by April 30th to SNPSpecialProjects@ag.nj.gov.

Modifications and/or amendments to the contract must receive State Agency approval. Should the SFA and FSMC enter into any amendment without State Agency approval, it will be null and void and the original contract will constitute the entire understanding of the parties and prevails as binding.

The purpose of this solicitation is to obtain an FSMC to manage of the SFA's school food service program.

SCHOOL FOOD AUTHORITY NAME: East Amwell Township School

AGREEMENT NUMBER: 01901160

CONTRACT STARTING DATE: July 1, 2019

CONTRACT ENDING DATE: JUNE 30, 2020

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

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, 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: How to File a Complaint, 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.

This institution is an equal opportunity provider.

ATTENTION: Food Service Management Companies

The East Amwell Township Board of Education 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 for proposals may be obtained from Heidi Gara, Business Administrator, between the hours of 9:00 AM - 3:00 PM at the address listed below.

Upon release of the RFP, all FSMC communications concerning this information request must be directed in writing no later than 4:00 PM on May 31, 2019 to the business administrator, who is the only authorized contact person for the RFP.

All proposals must be submitted no later than 12:00 PM on June 7, 2019. Proposals should be delivered in a sealed envelope and addressed to Heidi Gara, Business Administrator, be clearly marked "Food Service Management Company Proposal", and submitted to the address below.

East Amwell Township Board of Education
Attn: Heidi Gara, Business Administrator
43 Wertsville Road, PO Box 680
Ringo, NJ 08551

The East Amwell Township Board of Education reserves the right to accept or reject any and or all proposals or accept the proposal that it finds, in its sole discretion, to be the most advantageous to the SFA.

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

- ☒ National School Lunch Program (NSLP)
- ☐ School Breakfast Program (SBP)
- ☐ Afterschool Snack Program (ASSP)
- ☐ Special Milk Program (SMP)
- ☐ Provision 1, 2, 3 or Community Eligibility (CEP)
- ☐ Fresh Fruit and Vegetable Program (FFVP)
- ☐ Child and Adult Care Food Program (CACFP) "DINNER"
- ☐ Summer Food Service Program (SFSP)
- ☐ Extended School Year (ESY)
- ☒ A la Carte items (Smart Snack compliant) and meals
- ☐ Vending
- ☒ Catering

Indicate below any programs or changes to programs the SFA is considering within the length of this contract inclusive of the 4 allowable renewal years:

- ☒ School Breakfast Program (SBP)
- ☐ Afterschool Snack Program (ASSP)
- ☐ Special Milk Program (SMP)
- ☐ Provision 1, 2, 3 or Community Eligibility (CEP)
- ☐ Fresh Fruit and Vegetable Program (FFVP)
- ☐ Child and Adult Care Food Program (CACFP) "DINNER"
- ☐ Summer Food Service Program (SFSP)
- ☐ A la Carte items (Smart Snack compliant) and meals
- ☒ Vending
- ☐ Catering
- ☐ Block Scheduling
- ☒ Breakfast in the Classroom
- ☒ Preschool Programs through SFA's NSLP Program
- ☐ SFA to SFA Vended Meal Contracts
- ☐ Consolidation Agreements
- ☐ Extended School Year (ESY) (if meals not included in SFSP)

Indicate if the SFA has an SFA to SFA Vended Meal Contract(s) with other sponsors and, if so, list the name of the Recipient SFAs to which meals are provided. The SFA must also provide information for existing Consolidation Agreement(s) with other SFAs.

Choose One: ☐ Yes ☒ No the SFA provides/sells meals to other SFAs. *

Details provided on page 51, Confirmation of SFA to SFA Vended Meal Contract(s) or Consolidation Agreement(s), listing SFA/sites with Vended Meals Contract(s) and/or Consolidation Agreement(s). **

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

****Completed and fully executed SFA to SFA Vended Meal Contracts and Consolidation Agreements must be in place each year and submitted to the State Agency. This process is completed yearly through electronic submission in SNEARS-ECAS system by June 30th.**

Definitions

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

- a. **Food:** limited to those items purchased for use in the preparation and service of student, adult, and a la carte meals in the SFA's food service program.
- b. **Labor:** limited to on-site employees responsible for the management, preparation, service, and clean-up of student, adult, and a la carte meals in the SFA's food service program.
- c. **Miscellaneous Expenses:** paper supplies, equipment rental, cleaning materials, commodity handling, and warehousing charges. All miscellaneous expenses must be allowable and directly allocable to the food service operation. Refer to pages 45, 46, and 47 of this RFP for further clarification.

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

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

"Current Year": The period of the term of this Contract or the most current Addendum.

"DFN": Division of Food and Nutrition

"Financial Obligation": The total of all direct, allowable costs and the allowance for the FSMC's Administrative/Management Fee provided in the monthly invoice and operating statement. These costs include food, labor, paper and supplies, and "other expenses" (other direct costs as identified in the Cost Reimbursable Cost and Responsibility Summary) identified on pages 46 and 47.

"Food Service Budget": The proposed cost of food, supplies, and labor (all allowable direct expenses).

"Food Service Program": The preparation and service of food to SFA's students, staff, employees, and authorized visitors in all of the SFA's Child Nutrition Programs listed on page 4 of this RFP.

"Gross Receipts": The total of all cash receipts, reimbursements and other revenue in the food service program (a la carte sales, vending, vended meal contracts (SFA/SFA) adult sales, and catering) received by the SFA. Gross receipts must be deposited into the Non-Profit School Food Service Account.

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

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

"Meal Equivalent Conversion Factor": The numerical factor used to convert all a la carte revenue inclusive of adult meals, a la carte sales to students and adults, and vending into meal counts. (In a Cost Reimbursable Contract, catering does not get converted and is billed separately). The Meal Equivalency Conversion Factor is established annually by the State Agency using the per meal sum of the Federal and State free meal reimbursement plus the per meal value of USDA entitlement and bonus donated foods. This factor remains fixed for the term of the contract and all renewals.

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

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

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

"SA": State Agency

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

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

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

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, Uniform Administrative Requirements, Cost Principles and Audit Requirements, 2 CFR 200.318-200.326, formerly in 7 CFR 3016.36 and 3019.48, as applicable and the SFA Code of Conduct.
2. This contract will be a **Cost Reimbursable Contract**.
3. The SFA will not conduct the procurement process in a manner that uses statutorily or administratively imposed in-state or local geographic preferences in the evaluation of proposals in accordance with 2 CFR 200.319(b).
4. **An FSMC that has provided recommendations, developed or drafted specifications, requirements, statements of work, or any other information for this RFP shall be excluded from competing to provide the services sought in this solicitation.**
5. The SFA reserves the right to reject any or all RFPs if deemed in the best interest of the SFA.
6. 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.
7. FSMCs or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so will be at the FSMC's own risk and FSMC cannot secure relief on the plea of error. The SFA is not liable for any cost incurred by the proposer prior to the New Jersey Department of Agriculture (NJDA) Division of Food and Nutrition's (DFN) final approval of the contract, and the signing of the contract by all parties. Paying the FSMC from Child Nutrition (CN) program funds (school food service account) is prohibited until the contract is signed by both parties and final approval is provided by DFN.
8. If additional information is required, refer to page 3.
9. A Pre-Proposal Meeting with interested proposers to review specifications, to clarify any questions, and to tour the facilities with school officials is **not** mandatory. However, it is strongly recommended and encouraged. Refer to page 3, of the RFP to determine if the SFA has planned a meeting and scheduled a time and location.

B. Award Criteria/Methodology

1. The contract will be awarded to the responsible proposer whose proposal is the most advantageous to the program with price and other factors considered. An evaluation committee should be comprised of at **least three people**. Each committee member should evaluate proposals independently (team scoring is not allowed). Scoring criteria must be established and assigned points as part of the RFP preparation and prior to the RFP being advertised, using the Scoring Criteria and Evaluation Form on page 44.
2. **Scoring Methodology:** The relative value assigned to each criterion must be specified by the SFA. Price must be the primary factor (assigned the greatest number of points compared to other criteria). Each criterion must receive a score which shall not exceed the value of its assigned points. The final score is the total of each individual evaluator's score divided by the number of evaluators to provide an **average score** for each FSMC. The proposal with the highest average score shall be selected.

C. RFP Protests

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

Insert RFP Protest Procedure here:

All bid protests must be submitted in writing to: Heidi Gara, School Business Administrator East Amwell Township Board of Education 43 Wertsville Rd PO Box 680 Ringoes, NJ 08551 or via email to hgara@eastamwell.org All bid protests must specify the reason(s) for the protest and must be received by the SFA within five calendar days of the bid opening. All bid protests will be sent to and reviewed by the SFA's legal counsel.

D. Bonding Requirement

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

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 1 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 FSMCs shall not be allowed to take advantage of any errors or omissions in the RFP specifications. Where errors occur in the RFP specification, an FSMC shall promptly notify the contact person listed. Inconsistencies in the RFP specifications are to be reported prior to proposals being submitted. The SFA will communicate the corrections and clarifications to all potential proposers.

H. Final Contract

1. The final contract shall consist of the terms and conditions on pages 12 through 43 herein as well as all documents included by the SFA in the RFP and the proposal submitted by the FSMC. No additional modifications or amendments may be made without prior State Agency approval.

I. Gifts from FSMC

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

J. Late Proposals

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

K. Meal Equivalents

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

L. Payment and Fees

1. Payment in the Cost Reimbursable Contract shall be based on the FSMC monthly invoice and operating statement of allowable costs to operate the food service program. The FSMC shall also provide vendor invoices for all charges and expenses, and documentation of its certified payroll. The State Agency provides samples of these documents in SNEARS Resources (FSMC Samples and References).
2. The FSMC shall provide the SFA with a year-end operating statement detailing the school year breakeven, return or loss.
3. The SFA will perform a year-end reconciliation to verify the accuracy of the FSMC's invoices and operating statements.

M. Additional Information

1. The SFA may add any additional requirements to the RFP by submitting a Cost Reimbursable RFP Modification Request Form electronically to the State Agency by April 30th. The Cost Reimbursable RFP Modification Request Form (Form #47CR) should be emailed to SNPSpecialProjects@ag.nj.gov. The SFA may not add additional requirements to the Renewal Year Addendums unless the requirements are addressed in the RFP. If a requirement constitutes a material change, the SFA must issue a new RFP for its food service management. SFAs should consult with legal counsel in making those determinations.
2. Any FSMC that submits a proposal for items or activities not requested by the SFA and specified in the RFP may be considered overly responsive and the proposal will not be considered.
3. 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 30th.
4. This proposal and contract are based on the SFA's 21-day menu. The FSMC must adhere to the cycle for the first 21 days of meal service. Thereafter, an alternate menu may be submitted by the FSMC, but it must be approved by the SFA prior to implementation.

N. Minimum Food Specifications

The following are the minimum food specifications all FSMCs must adhere to and provide. **The SFA may customize these food specifications using a Cost Reimbursable RFP Modification Request Form (Form #47CR):**

PRODUCT	LEVEL OF INSPECTION/QUALITY
Meat/Seafood	All meats, meat products, poultry, poultry products, and fish must be government inspected.
Beef, Lamb, and Veal	USDA Grade Choice or better
Pork	U.S. No. 1 or U.S. No. 2
Poultry	USDA Grade A
Seafood	Top grade, frozen fish must be a nationally distributed brand, packed under continuous inspection of USDA

Dairy Products	All dairy products must be USDA inspected.
Fresh Eggs	USDA Grade A or equivalent, 100% candled
Frozen Eggs	USDA inspected
Milk	Pasteurized Grade A
Fruits and Vegetables	
Fresh Fruits & Vegetables	Selected according to written specifications for freshness, quality, and color – U.S Grade A Fancy
Canned Fruits & Vegetables	U.S Grade A Choice or Fancy (fruit to be packed in light syrup or natural juices)
Frozen Fruits & Vegetables	U.S Grade A Choice or better
Staple Groceries	To be a quality commensurate with previously listed standards.
Baked Products	
Bread, rolls, cookies, pies, cakes and pudding either prepared or baked on premises or purchased	Must have a quality level commensurate with meeting USDA breakfast and lunch requirements as applicable

P.L. 110-246, Section 4302 of the Richard B. Russell National School Lunch Act (NSLA), allows SFAs to apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products. Although, the SFA may apply a preference, it will not be a mandatory requirement.

Geographical Preference Option 7 CFR 210.21(g)

☐ **CHECK THIS BOX ONLY IF CHOOSING THIS OPTION (Letters A through E):**

- a. The SFA seeks to increase its purchase of seasonal, minimally processed fresh fruits and raw vegetables as part of the Farm to School Program. Reasons for purchasing local products include the potential cost savings, nutrition education for students, and quality of product.

Minimally Processed: includes, but is not limited to, refrigerating, adjusting size (peeling, slicing, dicing, cutting, chopping), washing, packaging and adding ascorbic acid or other preservatives to prevent oxidation of produce.

- b. The SFA is interested in the following locally and/or regionally grown products listed in the table below:

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

- d. All products provided pursuant to this geographic preference shall be labeled with their place of origin, including grower name and address/state or area of production on each case and/or invoice delivered.
- e. Locally and/or regionally grown products should be generally free from insect damage and decay. Flexibility on grading for produce shall comply with USDA guidance. Produce items are to be rinsed, cleaned, and packed in appropriate commercial produce packaging such as waxed cardboard boxes or sanitary/reusable bins.

II Standard Terms and Conditions

A. Scope and Purpose

1. The FSMC shall operate in conformance with the SFA's Policy Statement and Program Agreement with NJDA.
2. The FSMC shall be an independent contractor and not an employee of the SFA. The employees of the FSMC are not employees of the SFA.
3. The food service provided by the FSMC shall be operated and maintained as a resource to the SFA's students, faculty, and staff and not as a source of profit to the FSMC.
4. The FSMC shall comply with the rules, regulations, policies, and instructions of NJDA and the USDA, and any additions or amendments thereto, including but not limited to, 7 CFR Parts 210, 215, 220, 245, 250, 3017, and 3018; 2 CFR Part 200; and 7 CFR Parts 225 (SFSP) and 226 (CACFP), as applicable.
5. All income accruing to the food service program as a result of payments by children and adults, federal and state reimbursements, and all other income from sources such as donations, catering, grants, loans, etc., shall be deposited into the SFA's food service account. Any profit or guaranteed return shall remain in the SFA's non-profit food service account. This is a non-profit program and, as such, the SFA's food service account should retain a maximum balance of three (3) months average operating expenses as is required in 7 CFR 210.9(b)(2).
6. **Guarantee:** The SFA may require any FSMC submitting a proposal to guarantee a minimum surplus dollar amount. **Note:** This request is optional. Complete this section and provide an amount **only** if the SFA seeks to have a required minimum guarantee in this contract/RFP

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The documentation (budget) supporting the Guarantee is to be submitted on the Response and Projected Operating Statement (Form #23CR). The FSMC's guarantee (breakeven, return or loss) dollar amount is documented on page 1 of the Response and Projected

Operating Statement (Form #23CR). If the FSMC proposes a guaranteed return or loss, it must be **unlimited**. Guarantee **options** are listed below:

- a. **Guaranteed Loss:** FSMC guarantees that the SFA's invoiced Financial Obligation as stated on the monthly operating statement for the current year shall exceed gross receipts for the current year by no more than stated and documented in the Response and Projected Operating Statement (Form #23CR). The FSMC agrees to reimburse the SFA for the amount, by which the SFA's actual deficit for the current year is greater than the Guaranteed Deficit for the current year.
 - b. **Guaranteed Breakeven:** FSMC guarantees that the SFA's invoiced Financial Obligation as stated on the monthly operating statement for the current year shall, at a minimum, equal the SFA's documented gross receipts for the current year.
 - c. **Guaranteed Return:** FSMC guarantees that the documented gross receipts for the current year shall exceed the SFA's invoiced Financial Obligation as stated on the monthly operating statement for the current year by at least the amount stated and documented in the Response and Projected Operating Statement (Form #23CR). The FSMC agrees to reimburse the SFA for the amount, by which the SFA's actual return for the current year is less than the Guaranteed Return for the current year.
 - d. **No Guarantee**
7. **Guarantee Conditions and Assumptions:** FSMC's obligation to reimburse SFA shall remain in effect only during the Current Year and is contingent upon the following conditions and assumptions remaining in effect for the current year. In the event one or more of the following conditions and assumptions does not remain in effect for the current year, the FSMC shall reduce its reimbursement to the SFA:
- a. Reimbursement rates for food service program meals shall not be less than those stated in the RFP.
 - 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. The number of full service days where breakfast, lunch, and snack are served for the Current Year shall be at least the estimated minimum number listed in the table in letter (h).
 - d. The average daily student enrollment for the Current Year shall be at least the number stated in the RFP on Form #372.
 - 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 RFP.
 - f. The SFA shall continue to receive the additional six cents (\$.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 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 attached Response and Projected Operating

Statement (Form #23CR), 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, lunch and after school snacks will be no less than the current meal prices listed in the table below:

	Minimum Breakfast Price	Estimated Minimum # Serving Days	Minimum Lunch Price	Estimated Minimum # Serving Days	Minimum After School Snack Price	Estimated Minimum # Serving Days
Elementary	N/A	N/A	\$2.60	180	N/A	N/A
Middle/Jr. High	N/A	N/A	N/A	N/A	N/A	N/A
High	N/A	N/A	N/A	N/A	N/A	N/A

- 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 the 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 the Federal or State regulations which cause financial impact to the Food Service Program.

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 documented increase in the SFA's total food service costs or reduction in gross receipts which is attributable to the charges in such conditions or assumptions.

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 pursuant to 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 this, or any accompanying responsibility 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, and refreshments for meetings, 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 and SFA's service fees, if applicable, for providing such service. USDA commodities shall not be used for these catering 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 of the FSMC 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. 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, which would require rebidding of the initial contract. 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 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. 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. Invoicing and/or payments may be made more frequently if allowed by the SFA School Board policy. The payment of interest and late fees from the non-profit school food service account is prohibited. All invoice and payment 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 allowable outstanding amounts shall immediately become due and payable.
19. The SFA is solely 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 incorporated into 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. Payment on an invoice shall not preclude the SFA from making a request for an adjustment for any cost found not to have been in compliance with the provisions of this contract, the RFP specifications, and applicable Federal and State laws.
26. The SFA shall be responsible for ensuring the resolution of program review and audit findings.
27. This contract must be reviewed and approved by NJDA prior to execution.

B. Signature Authority

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

C. Free and Reduced-Price Meals Policy

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 in 7 CFR 210.8. Such meal/milk counting system must eliminate the potential for the overt identification of free and reduced price eligible students in accordance with 7 CFR 245.8 and must prevent erroneous meal counts. **The FSMC is responsible for ensuring 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, in accordance with 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. The SFA shall retain title to all USDA federally donated foods. USDA donated foods will accrue only to the benefit of the SFA's non-profit food service and be fully utilized therein. 7 CFR 210.16 (a)(6).
2. 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).
3. The SFA must determine the existence of the 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 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 250.50(d):

- 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.
5. The FSMC must credit the SFA for the value of all USDA donated foods received for use in the SFA's meal service in the school year or fiscal year (including both entitlement and bonus foods.) Such requirement includes crediting the value of donated foods contained in processed end products. 7 CFR 250.51(a).

The FSMC shall perform by disclosure such crediting monthly and maintain backup documentation to substantiate the credit by deducting the value of the donated foods on the monthly invoice using a separate line item for:

- a. Warehouse Donated Foods
- b. Processed Donated Foods

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.

6. 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(c).
7. 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).
8. 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).
9. 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. 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).

10. 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).
11. 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).
12. 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).
13. 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).
14. 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.*
15. Contract renewals are contingent upon the fulfillment of all contract provisions related to donated foods. 7 CFR 250.53 (a)(12).

E. Crediting for and Use of Donated Foods

1. The FSMC must credit by disclosure 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 to the SFA.
3. In accordance with 7 CFR 250.51(a) and (b), the FSMC is required to credit by disclosure the SFA for the full value of all USDA foods received for use in the SFA's meal service in the school year and shall identify these USDA foods received 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. In accordance with 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 250.54(b).
3. The SFA and FSMC must maintain the following records relating to the use of donated foods with the exception of (d), which applies to the FSMC only:
 - a. The donated foods and processed end products received and provided to the FSMC for use in the SFA's food service.
 - b. Documentation that the FSMC has credited the SFA 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.
 - c. The actual value of all donated food received and credited.
 - d. 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

1. The financial terms of this contract are based upon existing conditions and the following assumptions. If there is a material change in existing 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, it would have affected how the 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.

2. The SFA reserves the right to expand its federal CN programs in order to provide food resources to eligible children and students with the mutual agreement of the parties and approval by DFN.
3. The SFA's policies, practices, and food 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 operation.
4. Legislation, regulations, and reimbursement rates that create changes in the school lunch program shall be enforced on their effective date.
5. Usable commodities of adequate quality and variety required for the menu cycle, valued at an amount set forth by USDA per meal pattern for the contract term will continue to be available.
6. The federal meal reimbursement rates in effect shall remain materially consistent throughout the contract term.
7. Meal components and quantities required by any of the CN programs selected on page 4 of this document will remain consistent with prior years.
8. Service hours, service requirements and type and 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.
9. The state or federal minimum wage rate and taxes in effect shall remain materially consistent throughout the year.
10. The average daily student enrollment for the Current Year shall be within two percent of what is stated on NJ Workbook for FSMC RFP (Form #372).
11. The projected estimated minimum number of full feeding days noted on page 14 shall remain materially consistent in renewal years.
12. The SFA revenue credited to the food service program shall include all State and Federal monies received specifically for CN program operations.
13. 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 which is the date of the Board Meeting approving the FSMC contract renewal for Public and Charter Schools and/or the date when the renewal is signed by the SFA for Non-Public Schools; and the terms and conditions of the contract shall remain substantially the same. N.J.S.A. 18A:18A-42.

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

1. The SFA shall maintain all applicable health certifications on its facilities and shall ensure that all state and local regulations are being met by the FSMC preparing or serving meals at any SFA facility. All certifications shall be posted in a prominent place within the Food Service Facilities as required.
2. The FSMC shall maintain state and/or local health certifications for any facility outside the SFA in which it proposes to prepare meals and shall maintain this health certification for the duration of the contract as required by 7 CFR 210.16(c).
3. 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.
4. The FSMC agrees to allow at least two health inspections to be conducted by the New Jersey Health Department at every site involved in school meal preparation and/or service.
5. The SFA shall immediately correct any problems found as a result of a health inspection. The FSMC must support the SFA and cooperate with all required corrections.

I. Meals

1. The FSMC shall serve meals on such days and at such times as requested by the SFA.
2. The SFA reserves the right to cancel or shorten any school day. A twenty-four (24) notice will be given to the FSMC in non-emergency situations.
3. The SFA shall retain control of the quality, extent, and general nature of the food service.
4. The SFA reserves the right to change all but the senior high school lunch program from an "offer" program to a "serve" program at any time it deems to do so.

5. The SFA reserves the right to make any grade level changes it deems necessary.
6. The FSMC shall offer free, reduced price and paid reimbursable meals to all eligible children participating in the CN programs.
7. 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.
8. 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.
9. The FSMC shall provide the specified types of service in the schools/sites listed on the completed NJ Workbook for FSMC RFP Form #372.
10. The FSMC shall provide maximum participation in the CN programs.
11. The FSMC shall sell on the premises only those foods and beverages compliant with the Smart Snack Rule and authorized by the SFA, and only at times and places designated by the SFA.
12. No payment will be made to the FSMC for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the SFA for each food component in the meal pattern, or do not otherwise meet the requirements of this contract.

J. Books, Records, Reports, and Audits

1. The FSMC shall maintain and provide to the SFA, upon request, detailed (itemized) documented cost records (supported by invoices, receipts, etc.). The FSMC shall provide to the SFA a detailed accounting of meals supported by POS meal records, edit check worksheets and POS sales records to document meal equivalents no later than the tenth (10th) calendar day succeeding the month in which services were rendered. Participation records shall be submitted no later than the fifth (5th) working day succeeding the month in which services were rendered. The SFA shall perform edit checks on the participation records provided by the FSMC prior to the preparation and submission on-line of the Claim for Reimbursement. The SFA shall reconcile Edit Check Worksheets and daily/monthly meal counts against student attendance records and daily transaction worksheets/logs.
2. The FSMC shall maintain such records as the SFA will need to support its Claim for Reimbursement in accordance with 7 CFR 210.16 (c)(1). Records available for review must include: daily sales records (using the calendar month from 1st day of the month through the last day of the month), Edit Check Worksheets and any documents used by the FSMC to prepare the monthly reimbursement claim. Such records shall be made available to the SFA upon request.
3. The FSMC shall provide to the SFA detailed (itemized) documented cost records (supported by vendor invoices, receipts, certified payroll, etc.) and a monthly operating statement.

4. Should the SFA have any concern as to the FSMC's compliance with Federal and State laws and regulations as a result of internal audits, monitoring, an Administrative Review, or a Procurement Review conducted by NJDA, the SFA shall have the right to request an audit of the FSMC and to select the auditor(s) to perform the audit. The FSMC will be responsible for the payment of all costs that occur as a result of this audit.
5. The SFA and FSMC must provide all documents required for the independent auditor to conduct the SFA's single, program or financial audit.
6. All records must be made available to the SFA upon request; and all records must be retained for a period of three (3) years after the SFA submits the final Claim for Reimbursement for the fiscal year for inspection and audit by representatives of the SFA, State Agency, USDA and Comptroller General. In instances where audit findings have not been resolved, the records must be retained beyond the three-year period until resolution of the issues raised by the audit. 2 CFR 200.333, formerly in 7 CFR 3016.42, 3019.53.
7. 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.
8. The SFA is responsible for ensuring resolution of program review and audit findings.

K. Employees/Personnel: (Check the option which applies to the SFA's staffing needs)

Option I

☒ Check this box **IF** FSMC provides Management and Hourly Employees as stated in (1. a, b and c):

1. FSMC Personnel:

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

SFA ☒ **agrees** ☐ **does not agree** to bonuses and incentives paid to FSMC employees included as part of its cost of operating included in the Response and Projected Operating Statement (Form #23CR).

- c. Responsibilities: refer to Cost Reimbursable Cost and Responsibility Summary on pages 46 and 47.

Option II

☐ Check this box **IF** FSMC Provides Management and SFA provides Hourly Employees as stated in (2. a, b and c and 3. a, b, c and d):

2. FSMC Personnel:

- a. FSMC shall provide and pay a staff of its 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.
- b. FSMC shall include all costs incurred by FSMC in connection with its employees assigned to duty on SFA's premises, including wages and benefits as a Direct Cost of operations included as part of the Financial Obligation

SFA ☐ **agrees** ☐ **does not agree** to bonuses and incentives paid to FSMC employees included as part of its cost of operating included in the Response and Projected Operating Statement (Form #23CR).

- d. Responsibilities: refer to Cost Reimbursable Cost and Responsibility Summary on pages 46 and 47.

3. SFA Personnel:

- a. 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.
- b. 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
- c. SFA shall approve the timely hiring of all SFA employees to fill vacant positions in order to minimize overtime wages.
- d. Responsibilities: refer to Cost Reimbursable Cost and Responsibility Summary on pages 46 and 47.

Option III

☐ Check this box **IF** FSMC provides Management and both FSMC and SFA provide Hourly Employees as stated in (4. a, b and c and 5. a, b, c and d):

4. FSMC Personnel:

- a. FSMC shall provide and pay a staff of its 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.

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

SFA ☐ agrees ☐ does not agree to bonuses and incentives paid to FSMC employees included as part of its cost of operating included in the Response and Projected Operating Statement (Form #23CR).

- c. Responsibilities: refer to Cost Reimbursable Cost and Responsibility Summary on pages 46 and 47.

5. SFA Personnel:

- a. 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.
- b. 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.
- c. SFA shall approve the timely hiring of all SFA employees to fill vacant positions in order to minimize overtime wages.
- d. Responsibilities: refer to Cost Reimbursable Cost and Responsibility Summary on pages 46 and 47.

Staff Conversion:

Check one of the boxes below regarding conversion of SFA staff to FSMC:

- ☒ SFA **WILL NOT** be converting SFA staff to FSMC through attrition
☐ SFA **WILL** be converting SFA staff to FSMC through attrition

1. 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. 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.

2. 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.
3. The SFA reserves the right to interview and approve the on-site food service manager/director.
4. 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.
5. 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. 2 CFR 200.318(c).
6. If the SFA wants the SFA employees to be subject to employment by the FSMC, the SFA will complete the SFA Labor and Benefits section of the NJ Workbook for FSMC RFP, (Form #372) and included as part of the RFP. The FSMC will complete the FSMC Labor and Benefits Form located in Form #23CR and submit it in their proposal.
7. 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.
8. 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.
9. The SFA and FSMC must ensure that all food service employees meet and continue to meet all 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:
 - a. All program directors shall complete twelve (12) hours of continuing education and training each year;
 - b. All managers shall complete ten (10) hours of continuing education and training each year;
 - c. All staff that works an average of at least twenty (20) hours per week shall complete six (6) hours of continuing education and training each year; and
 - d. All staff that works less than twenty (20) hours per week shall complete four (4) hours of continuing education and training each year (7 CFR 210.30)
 - e. 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.

10. 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.
11. The SFA may complete the SFA Minimum Staffing Requirements on page 48-49, including positions, number of employees, and labor hours by location. All staffing patterns shall be mutually agreed upon.
12. The FSMC shall not hire employees in excess of the number required for efficient operation.
13. The SFA shall provide sanitary toilet and hand washing facilities for the employees of the FSMC.
14. The SFA shall have the right to require the immediate removal of any FSMC employee/s, by the FSMC for unsatisfactory performance or conduct considered by the SFA to be detrimental to the physical, mental or moral well-being of students, staff and faculty, provided the demand to do so is submitted in writing to the FSMC. The removal will be in compliance with all applicable State and Federal laws and regulations. In the event of the absence, termination, removal or suspension of any employee, the FSMC shall immediately restructure the food service staff without disruption of service.
15. 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.
16. The use of student workers or students enrolled in vocational classes in the food service shall be mutually agreed upon by the SFA and FSMC.
17. To the extent required by law, FSMC shall apply to its employees and prospective employees assigned to work on SFA premises (the "FSMC Applicants") the standards of employability set forth under N.J.S.A. 18A:6-7.1 (the "New Jersey law") relating to background checks of prospective employees and the prohibition of employment of individuals with a record of conviction of certain enumerated offenses. In order to comply with the New 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 the FSMC and/or the FSMC applicant.
18. All FSMCs whose employees have regular contact with students, shall comply with the Employment Requirements of school employees mandated in N.J.S.A. 18A:6-7.6 to 18A:6-7.10.

19. Prohibition on Cross-Hiring:

- a. 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.
- b. 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.

L. Monitoring

1. The SFA shall monitor the food service operation of the FSMC through periodic on-site visits to ensure that the food service is in conformance with USDA program regulations. If there is more than one site, there is an additional requirement that the SFA conduct on-site reviews of the counting and claiming system no later than February 1st of each year as required by 7 CFR 210.8. On-Site Accountability Review Forms for Lunch, Breakfast, and Snack Programs can be found at www.nj.gov/agriculture/applic/forms listed under Food and Nutrition, On-Site Accountability.
2. 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.
3. The SFA must complete the SFA/FSMC Monitoring Form (Form #330) at least twice during the school year. Form #330 is located in SNEARS Resources (Procurement Documents).

M. Menus/Advisory Boards

1. The FSMC must comply with the 21-day menu developed by the SFA for the programs checked on page 4 of this RFP/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.
2. 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

1. The FSMC owns the inventory of food and supplies. The SFA will pay for food and supplies as it is used.
2. 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.

3. The SFA reserves the right, at its sole discretion, to sell or dispense food or beverages, provided such use does not interfere with the operation of the CN programs.
4. The FSMC and the SFA shall inventory the equipment and commodities owned by the SFA at the beginning of the school year, including but not limited to, silverware, trays, chinaware, glassware, and/or kitchen utensils.
5. The FSMC shall maintain the inventory and other operating items necessary for the food service operation at the inventory level as specified by the SFA.
6. The SFA will repair and maintain non-expendable equipment except when damages result from the use of less than reasonable care by the employees of the FSMC.
7. The FSMC shall maintain adequate storage procedures, inventory, and control of USDA donated foods in conformance with the SFA's agreement with NJDA.
8. The FSMC shall provide the SFA with one set of keys for all food service areas secured with locks.
9. The SFA shall provide the FSMC with local telephone service.
10. 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.
11. Check one of the following regarding equipment investment required of the FSMC by the SFA:
 - ☒ SFA **is not requesting** FSMC to propose the purchase of equipment. The FSMC **may not** propose the purchase of equipment in their proposal and equipment **may not** be charged, directly or indirectly, to the SFA throughout the duration of the contract.
 - ☐ SFA **is requesting** the FSMC to propose and purchase equipment necessary for implementation or enhancement of the food service operation based upon the equipment/investment detailed in FSMC Proposed Equipment and included in the Response and Projected Operating Statement (Form #23CR).
 - ☐ SFA **is requesting** the FSMC to purchase the equipment listed on page 50 of this proposal SFA Requested Equipment and also to propose and purchase equipment necessary for implementation or enhancement of the food service operation based upon the equipment/investment as detailed in FSMC Proposed Equipment and included in the Response and Projected Operating Statement (Form #23CR).

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 pre-approval from DFN for each item of equipment costing \$5,000 or greater prior to purchase through the Capital Expenditure Request process if school food service funds are going to be used regardless if the SFA or FSMC is purchasing the equipment. Refer to the USDA Equipment List (Form #286) and the Equipment Request Form (Form #106) for further guidance.

The FSMC shall make a financial commitment/investment to SFA in an amount not to exceed the total amount listed on FSMC Proposed Equipment, included in the Response and Projected Operating Statement (Form #23CR), and, if requested, the SFA Requested Equipment on page 50 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**; or (c) deliver the equipment funded by the investment to the FSMC in full release of unpaid balance.

12. 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.
13. All food preparation and serving equipment owned by the SFA shall remain on the premises of the SFA.
14. The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA premises.
15. 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.
16. The SFA shall have access, with or without notice, to all the SFA's facilities used by the FSMC for purposes of inspection and audit.
17. 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.
18. 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 employee to be present and reimbursed by the SFA.

19. The SFA, on termination or expiration of the contract, shall conduct a physical inventory of all equipment and commodities owned by the SFA.
20. The FSMC shall surrender to the SFA upon termination of the contract, all equipment and furnishings in good repair and condition.

O. Purchases, Rebates, Discounts and Credits

1. The FSMC will serve as the procurement agent for the SFA.
2. The FSMC must comply with Federal procurement regulations to ensure full and open competition and may not serve as a vendor and procure from itself. 2 CFR 200.318-320.
3. This contract shall not prevent the SFA from participating in food co-ops or purchasing food from vendors with whom the FSMC normally does not do business.
4. The FSMC shall ensure that its allowable costs are in compliance with Federal and State laws and regulations.
5. The SFA shall ensure that the FSMC fully discloses all discounts, rebates, applicable credits, allowances, and incentives received by the FSMC. Allowable costs will be paid to the FSMC net of these discounts, rebates and other applicable credits.
6. The FSMC will exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and that records have been established that maintain visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification. 7 CFR 210.21(f)(1)(ii)(B)
7. The FSMC shall identify the amount of each discount, rebate, and other applicable credits on bills and invoices presented to the SFA for payment and individually identify and certify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. The FSMC shall report this information on the monthly invoice and operating statement in accordance with 7 CFR 210.21(f)(1)(iv).
8. The FSMC must provide documentation of rebates, discounts, and other applicable credits and/or alternate net pricing for individual items it procured from its commercial vendors upon request from the SFA, State Agency or USDA.
9. To the extent that discounts, rebates and/or applicable credits are not previously credited to the SFA, the FSMC shall refund the amount of such discounts, rebates and/or applicable credits to the SFA subject to any necessary supplemental reconciliation between the FSMC and the SFA on the final operating statement provided by the FSMC to the SFA.
10. The FSMC shall maintain documentation of costs, discounts, rebates, and other applicable credits, and shall furnish such documentation upon request to the SFA, State Agency or USDA. 7 CFR 210.21(f)(1)(vi)

11. No expenditure shall be made from the non-profit school food service account that permits or results in the FSMC's receiving payments in excess of its actual, net allowable costs 7 CFR 210.21(f)(2). The SFA is responsible for reviewing and verifying the monthly invoice and operating statement to ensure accuracy.

P. Invoices

1. The FSMC must submit an itemized monthly invoice documenting the SFA's Financial Obligation including food purchases, labor and benefits costs, supplies and paper goods, and Administrative/Management Fee as included in the definition of Financial Obligation.
2. The FSMC must submit a monthly operating statement to the SFA itemizing income based on meal counts and cash sales. The operating statement shall also itemize the monthly allowable expenses and the Administrative/Management Fee (SFA's Financial Obligation).
3. The SFA is responsible for monitoring the monthly invoice, monthly operating statement and meal counts to ensure accuracy. The State Agency recommends periodic and year-end review and comparison of the monthly operating statement to the FSMC's submitted budget (as detailed in the Response and Projected Operating Statement, Form #23CR).
4. The payment of interest and late fees from the school food service account fund is prohibited.
5. Sample FSMC operating statement, monthly invoice and catering invoice can be found at www.nj.gov/agriculture/applic/forms listed under Food and Nutrition, Food Service Management Company Documents.

Q. Catering

1. The FSMC may provide catering services for the SFA or outside functions when requested. No such special services may be provided to any outside group without prior approval from the SFA.
2. As a **non-program expense**, all catering invoices shall not be included in the monthly Financial Obligation. All catering billing will be in addition to the allowable costs on the monthly invoice and billed to the SFA or sponsoring organization 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 be in four components by the costs per person or total catering charge: (1) the actual Cost of Food and Supplies, (2) the actual Cost of Labor, (3) the FSMC Service Fee (FSMC profit), and (4) the SFA Service Fee (SFA profit). The sum of these four components equals the Total Catering Fee. All catering should be documented in a separate invoice.
3. 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

1. 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. 7 CFR 210.21(d).
2. The FSMC shall certify the percentage of U.S. content in the products supplied to the SFA.
3. The SFA reserves the right to review vendor purchase records to ensure compliance with the Buy American provision.

S. Sanitation

1. The FSMC shall place garbage and trash in the containers in the designated areas as specified by the SFA.
2. The SFA shall remove all garbage and trash from the designated areas.
3. The FSMC shall clean the kitchen and dining room areas as indicated in the Cost Reimbursable Cost and Responsibility Summary on pages 46 and 47 of this RFP.
4. The FSMC shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance with the standards acceptable to the SFA and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including laws related to recycling.
5. The FSMC shall comply with all local and state sanitation requirements in the preparation of food.

T. Non-Discrimination

1. Both the SFA and FSMC agree that no child who participates in any of the CN programs will be discriminated against on the basis 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

1. The SFA shall notify the FSMC of any interruption of utility service of which it has knowledge.
2. The SFA shall notify the FSMC of any delay in the beginning of the school day or the closing of 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. Non-Performance by the FSMC

1. In the event of the FSMC's non-performance under this contract and/or the violation or breach of the contract terms, the SFA shall have the right to pursue all administrative, contractual, and legal remedies against the FSMC and shall have the right to seek all sanctions and penalties as may be appropriate.
2. The FSMC shall reimburse the SFA the full amount of any meal over-claims and penalties 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

1. The SFA or the FSMC may cancel this contract for cause by giving sixty (60) days' written notification. 7 CFR 210.16(d)
2. 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 Part 200, Appendix II section (B)

X. Certification

1. The FSMC shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act. P.L. 94-163.
2. The FSMC shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. Chapter 37) as supplemented by U.S Department of Labor regulations 29 CFR Part 5.
3. The FSMC shall comply with 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.

Y. Insurance

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

- b. Workman's Compensation - The FSMC shall secure and maintain for the life of this agreement, valid Worker's Compensation Insurance as required by law. **Enter the amount of coverage** \$ 1 million
- c. Vehicle Insurance - The FSMC shall secure and maintain during the life of this agreement, automobile liability insurance on all vehicles against bodily injury and property damage in the amount of at least \$100,000 per person, \$300,000 per occurrence. **Enter the amount of the coverage** \$ 1 million
- 3. 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.
- 4. 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.
- 5. 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: ☐ Applicable ☒ Not Applicable

SFA must use the additional RFP documents for this program available in SNEARS Resources (FSMC, CACFP, SFSP Documents). SFA's participation in this program is indicated on page 4 of this document.

- 1. 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 Form #372). The FSMC will comply with all bonding requirements mandated in 7 CFR 225.15 (m)(5-7). In accordance with 7 CFR 225.15 (a)(3), 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.

AA. CACFP: ☐ Applicable ☒ Not Applicable

SFA must use the additional RFP documents for this program available in SNEARS Resources (FSMC, CACFP, SFSP Documents). SFA's participation in this program is indicated on page 4 of this document.

- 1. 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 Form #372). In accordance with 7 CFR 226.21(e), 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.

BB. Trade Secrets and Proprietary Information

1. During the term of the agreement, the FSMC may grant to the SFA a non-exclusive right to access certain proprietary materials of the FSMC, including menus, recipes, signage, food service surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed by the FSMC), and similar compilations regularly used in FSMC business operations (trade secrets). The SFA shall not disclose any of the FSMC's trade secrets or other confidential information, directly or indirectly, during or after the term of the 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.
2. Any discovery, invention, software, or programs paid for by the SFA shall be the property of the SFA to which the State Agency and USDA shall have unrestricted rights.

CC. Purchase of Fresh Milk

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

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

1. The FSMC agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
2. The FSMC shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201).

EE. Equal Employment/Affirmative Action

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

1. It will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the FSMC will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that all employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The FSMC agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the SFA Compliance Officer setting forth provisions of this nondiscrimination clause. N.J.A.C. 17:27-3.5.
2. It will in all solicitations or advertisements for employees placed by or on behalf of the FSMC, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. N.J.A.C. 17:27-3.5.
3. It will send to each labor union with which it has a collective bargaining agreement, a notice to be provided by the SFA contracting officer, advising the labor union of the FSMC's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment. N.J.A.C. 17:27-3.5.
4. It will comply with any regulations promulgated by the State Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time 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.

5. It will make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2. N.J.A.C. 17:27-3.7.
6. It will inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. N.J.A.C. 17:27-3.7.
7. It will revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions. N.J.A.C. 17:27-3.7.
8. In conforming with the targeted employment goals, it will review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey and applicable federal law and applicable federal court decisions. N.J.A.C. 17:27-3.7.
9. 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.
10. It will furnish such reports or other documents to the New Jersey Department of Treasury, Division of Purchase & Property, Contract Compliance Audit Unit, EEO Monitoring Program, as may be requested by the office from time to time in order to carry out the purposes of the regulations, and the SFA shall furnish such information as may be requested by the Division of Purchase & Property, Contract Compliance Audit Unit, EEO Monitoring Program for conducting a compliance investigation pursuant to subchapter 10 of the Administrative Code at N.J.A.C. 17:27.
11. It will comply with all applicable federal Equal Employment Opportunity standards and orders under 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor and Executive Order 11246, as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity.

FF. Drug Free Workplace

1. The FSMC agrees to provide a drug-free workplace for its employees and to comply with the provisions and regulations of the Drug Free Workplace Act of 1988 (41 U.S.C. 701 et seq., as amended) and applicable state laws and regulations. Failure to abide by these requirements may subject the SFA and/or FSMC to the penalties described in 7 CFR 3021.510.

GG. SOC 1 Report

1. The FSMC shall have an annual service audit of the FSMC's internal controls performed by an independent audit firm engaged by the FSMC. The service audit shall be as prescribed in A.I.C.P.A. Statement on Standards for Attestation Engagements (SSAE) No. 16. The FSMC shall provide the SFA with a Service Organization Control (SOC) 1 Type 2 Report in conformity with SSAE No. 16 to enable the SFA to meet its annual audit obligation under New Jersey Department of the Treasury Circular No. 15-08-OMB. 2 CFR 200.400-200.521; 7 CFR 3052.210(f); N.J.S.A. 18A:23-1.

HH. New Jersey Business Registration Requirements

1. Prior to the execution of this contract, the FSMC shall provide the SFA, for itself or any other named subcontractor, with a current Business Registration Certificate issued by the New Jersey Department of Treasury, Division of Revenue or, at the option of the SFA, with sufficient information for the SFA to verify proof of business registration of the FSMC through a computerized system maintained by the State of New Jersey.
2. The FSMC shall provide written notice to its subcontractors, if any, of the responsibility to submit proof of business registration to the FSMC. The FSMC shall not enter into a contract with a subcontractor unless the subcontractor first provides the FSMC with proof of a valid business registration. The FSMC shall maintain and submit to the SFA a list of any subcontractors, and their addresses that may be updated from time to time during the course of this contract.
3. 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.
4. 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

1. Annual Reporting: The FSMC is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A.19:44A-20.27 (L.2005, c.271, 3 as amended) if in a calendar year the FSMC receives one or more contracts valued at \$50,000.00 or more. It is the FSMC's responsibility to determine if filing is necessary. Failure to file can result in the imposition of penalties by ELEC.
2. Political Contribution Disclosure: During the term of 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

1. Prior to entering into this contract and included in its response to the SFA's or Request for Proposal, the FSMC signed and submitted a Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.
2. The FSMC shall provide immediate written notice to the SFA if it learns that its certification was erroneous when submitted or has become erroneous due to changed circumstances. A false certification can be grounds for suspension of payments, suspension or termination of the award or suspension or debarment 2 CFR Part 200, Appendix II section (H).

KK. Certificate of Independent Price Determination/FSMC Warranty

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

LL. Certification Regarding Lobbying

1. Prior to entering into this contract and included in its response to the SFA's Request for Proposal, the FSMC signed and submitted a Certification Regarding Lobbying and, if applicable, a Standard Form LLL – Disclosure of Lobbying Activities.
2. During the term of this contract the FSMC, shall file with the SFA a Standard Form LLL– Disclosure of Lobbying Activities at the end of each calendar quarter in which any event occurs that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the FSMC. 2 CFR Part 200, Appendix II section (I).

MM. Statement of Ownership Disclosure

1. Prior to entering into this contract and included in its response to the SFA's Request for Proposal, the FSMC submitted a statement setting forth the names and addresses of all 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

1. Prior to entering into this contract and included in its response to the SFA's Request for Proposal, the FSMC signed and submitted a 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 proposers to complete a certification that attests that neither the proposer, nor any of its parents, subsidiaries and/or affiliates is listed on the list developed by the New Jersey Department of Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran. P.L. 2012, c. 25 N.J.S.A. 52:32-58.

OO. Civil Rights Assurance

1. The FSMC hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), the Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 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

1. The 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 on-line at: 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.

QQ. Licenses, Permits and Taxes

1. FMSC 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

1. 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.

RFP Scoring Criteria and Evaluation Form

USDA requires that an evaluation and scoring plan be included in the RFP prior to the receipt of any proposals. SFAs must not change or by-pass the published evaluation and scoring criteria to circumvent full and open competition. SFA must complete the table below to evaluate all responsive proposals submitted by the Food Service Management Companies. SFA can select from the sample criteria provided by the State Agency Sample RFP Scoring Criteria (Form #320) or develop their own. However, price/cost must be the primary consideration and must have the most weight of all the scores, criteria #1 therefore, must remain on the scoring form. At least 6 scoring criteria must be provided. SFAs may not include a FSMC's prior experience with the SFA as a category during any competitive procurement procedure.

The Criteria Used in Evaluating Proposals <small>The points awarded range from 1 to 5, with 5 being the highest score and 1 being the lowest.</small>		Weighting Factor	Points	Total Score
1. Total Cost: points awarded to the cost of the contract will be based on the lowest total cost receiving the most points with decreasing points for each FSMC's higher cost.		18		
2. Food Quality/Specifications: FSMC meets SFA's requirement for food quality & specifications in response to RFP		16		
3. Menu: consider the FSMC's 21-day cycle menu for variety, student acceptability, number and kinds of choices available and a la carte selections and pricing for students		15		
4. FSMC Staffing: Evaluation of staffing plan to incorporate FSMC's minimum staffing and food service director requirements. Does the staffing proposal provide reasonable flexibility? Is there enough management staff proposed?		15		
5. Employee Training: do trainings include customer service, sanitation & HACCP? Culinary skills as well as federal & state required trainings & hours?		10		
6. Accounting and Reporting Systems: Are the monthly billing, invoicing & reporting transparent, reliable & easy to use?		10		
7. Rebates, Discounts & Applicable Credits: Importance to SFA of the transparency of the detailed monthly reporting of rebates, discounts & credits versus the FSMC using an alternate net pricing policy		4		
8. Capability & Experience: Years in industry, client retention, references & financial condition of FSMC		4		
9. Transition Plan: Are proposed changes realistic? Are too many established practices being changed?		4		
10. Promotion of Food Service Program: Will FSMC market & promote program to increase participation? Quality of promotional materials		4		

Each evaluator should provide scores in the points section above based on their evaluation of the criteria listed and the way in which the individual criteria were addressed in each FSMC proposal. **When evaluating the proposals, scoring must be done individually and not as a group. To average the scores for FSMC Proposal Comparison Form (Form #24CR), add all scores and divide by the number of evaluators.**

Print Name of Evaluator & Title: _____

Signature: _____

TOTAL SCORE _____

Costs Included in the COST REIMBURSABLE CONTRACT

Administrative/Management Fee means FSMC's fee for those services provided for the SFA's food service locations, which should include **all** the following but does not include any costs billed to the SFA as charges for Direct Costs. The SFA may de-select any of the following, but the State Agency recommends that each expense listed below be included to ensure that they are incorporated as part of the Administrative/Management Fee, so they **may not** be charged in any other expenses. Only actual, net, documented costs may be charged to the SFA for any charges outside the Administrative/Management Fee.

Personnel and Labor Relations Services	x
Legal Department Services	x
Purchasing Services and Quality Control	x
Technical Research and Supervision	x
Cost Incurred in Hiring and Relocating FSMC Management Personnel	x
Dietetic Services (Administrative and Nutritional)	x
Test Kitchens	x
Accounting/Bookkeeping and Accounting Procedures	x
Tax Administration	x
Supervisory Personnel and Regular Inspections or Audit Personnel	x
Teaching and Training Programs	x
General Regional Support	x
General National Headquarters Support	x
Design Services	x
Menu Development (Specific to operation)	x
Information Technology (Software and Support)	x
Payroll Documentation and Administrative Cost (Reporting, recording and issuance of payroll checks for FSMC employees)	x
Sanitation Advice	x
Administrative/Personnel Advice	x
Travel Costs for Visitation and Coverage on Behalf of the FSMC (Principal of the FSMC, Corporate Chef, Regional Manager)	x
Cost of Developing the Following: Training Manuals, Procedure Manuals, Food Service Control Forms and Supplies, Materials for School Nutrition Promotions	x
Nutrition Education Materials and Program Expense	x
Management Meetings, and/or Management Development Program Specific to the Operation	x
Education Programs via Schoolroom Programs, Parent/Teacher Meetings and School Food Service Advisory Committee Meetings	x
Facilities Layout and Design Services (Specific to operation)	x

Cost Reimbursable Cost and Responsibility Summary

The SFA has deemed the following cost responsibility schedule to be part of this contract. Costs 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 designated below. If selected as "Included," the cost must be documented as an allowable direct cost as part of the Financial Obligation on the monthly operating statement and invoice. Responsibilities should be assigned to either the FSMC or SFA.

The following table must be completed by the SFA.

Cost Responsibility Summary	Included	Not Included
FOOD		
Food Purchasing	XX	
USDA Administrative Charges	XX	
USDA Processing Charges	XX	
USDA Delivery Charges	XX	
FSMC LABOR		
Payment of Management and Hourly Wages	XX	
Payroll Taxes of Management and Hourly Employees	XX	
Fringe Benefits and Insurance of Management and Hourly Employees	XX	
Workers' Compensation for Management and Hourly Employees	XX	
Background Checks	XX	
TB Testing	XX	
SFA LABOR Complete only if SFA provides hourly or management employees		
Payment of Management and Hourly Wages	N/A	N/A
Payroll Taxes of Management and Hourly Employees	N/A	N/A
Fringe Benefits and Insurance of Management and Hourly Employees	N/A	N/A
Workers' Compensation for Management and Hourly Employees	N/A	N/A
Preparation/Processing of Management and Hourly Employee Payroll	N/A	N/A
Cost of Administering Payroll and Benefits for SFA Employees	N/A	N/A
TB Testing	N/A	N/A
OTHER DIRECT COSTS		
Paper Supplies (trays, foil, plastic wrap, etc.), Disposables and Cleaning Supplies	XX	
Laundry	N/A	N/A
Menu Printing and Paper	N/A	N/A
Telephone-Local & Long Distance	N/A	N/A
Telephone-Mobile/Cell	XX	
Internet Connectivity (Will be provided, modification will be FSMC's responsibility and must comply with SFA network standards)	XX	
Insurance (general, product, liability, etc.)	XX	
Uniforms for all Employees, Both FSMC and SFA (if applicable)	XX	
Computers for Food Service Operation		XX
POS System Annual Software Fees (licensing, maintenance, rollover, etc.)		XX
POS Computers and Software		XX
Office Supplies	XX	

Cost Responsibility Summary	Included	Not Included
Postage		XX
Sales Tax		XX
Utilities		XX
Pest Control		XX
Mileage (within SFA's buildings)	XX	
VEHICLES		
Maintain SFA's Vehicles (operating expenses, repairs, gas, licenses, etc.)	N/A	N/A
Provide and Maintain a Vehicle/s (operating expenses, repairs, gas, licenses, etc.)	N/A	N/A
RESPONSIBILITY SUMMARY		
	FSMC	SFA
Daily Cash Pick-Up and Bank Deposit		XX
Provide, Service and Manage All Vending Machines as Noted in the RFP	N/A	N/A
Building Maintenance		XX
Inventory of Food and Supplies	XX	
Training of SFA Food Service Employees	XX	
Selling Pre-Paid Meals (if needed)	XX	
Meal Ticket Printing (if needed)	N/A	N/A
Distribution of Meal Tickets (if needed)	N/A	N/A
SAS 70 Compliance	XX	
CLEANING		
Cafeteria/Dining Area Walls		XX
Cafeteria/ Dining Area Floors		XX
Cafeteria/Dining Area Tables, Chairs and or Benches		XX
Buffing and Waxing of Floors		XX
Kitchen Floors		XX
Kitchen/Serving Areas (excluding floors)	XX	
Serving Area Floors		XX
Kitchen Walls		XX
Kitchen/Serving Area Equipment	XX	
Grease Traps		XX
Grease Filters		XX
Ceiling, Light Fixtures and Fans		XX
Dishwashing	XX	
Hoods (exterior of the hood inside kitchen only)		XX
Vent from Hood to Outside		XX
Kitchen Facility Restrooms		XX
Removal of Trash from Kitchen		XX
Removal of Trash from Cafeteria/Dining Areas		XX
Removal of Trash from Premises		XX
Recycling		XX

SFA MINIMUM STAFFING REQUIREMENTS

- ☒ SFA does not have Minimum Staffing Requirements
- ☐ SFA has the following Minimum Staffing Requirements
- ☐ SFA requires FSMC to provide a full time Food Service Director on site

The following are minimum staffing requirements all FSMCs must incorporate into their proposals.
FSMC can propose higher levels but not lower. (First 2 rows are examples)

[illegible]

SFA MINIMUM STAFFING REQUIREMENTS

[illegible]

SFA REQUESTED EQUIPMENT

- ☐ SFA is requesting FSMC to Recommend and Purchase Equipment
- ☒ SFA is not Requesting Equipment
- ☐ SFA is requesting the Equipment Listed Below for FSMC to Purchase

SFA must list all equipment being requested (first 2 rows are examples)

[illegible]

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

- ☒ SFA does not have SFA to SFA Vended Meal Contracts or Consolidation Agreements
- ☐ SFA has the following SFA/SFA Vended Meal Contracts and/or Consolidation Agreements

Complete the form below with each District Name, site served and estimated meal counts. In the last column, indicate with a **(V)** if it is a SFA to SFA Vended Meal Contract(s) or with a **(C)** if it is a Consolidation Agreement(s):

[illegible]

SFA Additional Documents

*In addition to the **completed** Form #17CR, the SFA's finished RFP/Contract for release must include the following and be kept in this order, check boxes as document is assembled:*

- ☒ A **completed** NJ Workbook for FSMC RFP (Form #372)
- ☒ Menus, 21 Day for All Programs
- ☒ Meal and A la Carte Price List
- ☒ Fund 60 Audit for the Last Fiscal Year
- ☒ Blank Required Federal Forms, Form #39, #130, #131, #132, and #133 for FSMC to complete and include in their proposal/response
- ☒ Blank Response and Projected Operating Statement (Form #23CR) for FSMC to complete and include in their proposal/response

Food Service Management Company Proposal/Response

FSMC should organize their proposal/response as follows:

1. A **File of Documents** that **must be returned to the State Agency** for contract approval. File must contain the following:

- ☐ Food Service Management Company (FSMC) Request for Proposal (RFP) and Cost Reimbursable Contract (Form #17CR)
- ☐ Completed FP RFP Modification Request Form (Form #47CR) submitted to and approved by the State Agency, ***only if applicable***
- ☐ Completed Response and Projected Operating Statement (Form #23FPCR)
- ☐ Completed State Agency SFSP and/or CACFP documents, ***only if applicable***

2. Remaining RFP Response documents that must be returned to the SFA but **are not submitted to the State Agency** containing the following:

- ☐ Letter of Transmittal
- ☐ References
- ☐ Mandatory Federal Documents: Certificate Regarding Debarment (Form #130), Certificates of Independent Price Determination (Form #131), Disclosure or Lobbying Activities (Form #132), Certification Regarding Lobbying (Form #133), and Disclosure of Investment Activities in Iran (Form #39)
- ☐ Start-Up/Transition Plan
- ☐ FSMC Menus/Alternate Menus
- ☐ Business Registration Certificate
- ☐ Certificate of Employee Information Report
- ☐ Ownership Disclosure Form
- ☐ Bid Security
- ☐ Stockholder Disclosure Certificate

- ☐ Political Disclosure Form
- ☐ FSMC Personnel and Fringe Benefit Policy
- ☐ FSMC Executive Summary containing the following:
 - 1. Demonstrated ability of the FSMC to successfully manage food service programs within the rules, regulations and policies established by the NJDA and USDA
 - 2. Complete list of all New Jersey public school clients, including the student populations, grade levels and years of service by the FSMC
 - 3. FSMC must outline their involvement and experience in the school food services field in the areas of:
 - a. Designing facilities
 - b. Selecting and procuring food service equipment
 - c. Food and supply procurement
 - d. Nutrition standards and education
 - e. Menu planning
 - f. On-site production
 - g. Quality control
 - h. Employee supervision
 - i. Employee hourly and management training
 - j. Employee motivation
 - k. Marketing
 - l. Public relations
- ☐ Company Profile and District Support containing the following:
 - 1. Location of the office from which the FSMC will supervise the account
 - 2. Organizational Chart
 - 3. Visitation and coverage by field supervisors and other support personnel
 - 4. Description of FSMC's support personnel including summary of their backgrounds
- ☐ FSMC Standards and Procedures containing the following:
 - 1. Description of comprehensive food handling, equipment, sanitation and safety programs
 - 2. Brief description of HACCP and bio-security programs

Tab a. - Meal Counts and Cash Sales	(Columns C-X) School, Site Name, Site Data and Breakfast, Lunch and After School Snacks is pre-populated from SNEARS reimbursement data. This information is from January 2018- December 2018 - Excluding July and August)
Tab a. - Meal Counts and Cash Sales	<u>Important Note: If more than 21 sites you must add worksheet rows above the total line!</u>
Tab a. - Meal Counts and Cash Sales (Yellow highlighted area)	(Column Z) Enter A-la-Carte Sales by school/site for the year (January 2018- December 2018 - Excluding July and August)
Tab a. - Meal Counts and Cash Sales (Yellow highlighted area)	Enter current meal price for Paid and Reduced Price for Breakfast, Lunch and After School Snack. Meal dollars will prepopulate.
Tab a. - Meal Counts and Cash Sales (Yellow highlighted area)	Enter Dollar amounts in "OTHER" cash sales
Tab b. - Payment Log	Reimbursement Dollars for January 2018 - December 2018 excluding July and August will be prepopulated from the State Agency.
Tab c. - Services	Copy and Paste School/ Site Information into Column A
Tab c. - Services	Enter Meal Service Information for each site. (Use drop down box when instructed)
Tab c. - Services	Enter Services to be provided for each site (All are drop down boxes)
Tab d. SFA Labor and Benefits	Enter information ONLY if you have SFA Employees
Tab e. - Vending Machine Schedule	Enter school/ site location, type of machine, where the income accrues and other information for each vending machine in the SFA.
Tab f. Summer Food Service Program	Enter information only if your have a current Summer Food Service Program - If you are planning on adding a SFSP you must complete a separate agreement with the Summer Food Service Program.
Tab g. - Child and Adult Care Food Program (Dinner)	Enter information only if your have a current CACFP (Dinner) - If you are planning on adding a CACFP you must complete a separate agreement with the Child and Adult Care Food Program.
Tab h. - Reimbursement Rates	For information purposes only.

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Payment Log for (SFA Name) and Claim Year: (Claim Year)

Claim_Month	CLAIM_YEAR	DTE_PAID	FED_LUNC_H_OPR	FED_LUNC_H_ACTUAL	FED_BK_OPR	FED_BK_ACTUAL	SNACKS_OPR	SNACKS_ACTUAL	MILK_OPR	MILK_ACTUAL	STATE_LU_NCH_OPR	STATE_LU_NCH_ACTUAL	STATE_BK_OPR	STATE_BK_ACTUAL	HHFKA_OPR	HHFKA_ACTUAL
January	2018	02/12/2018	\$0.00	\$2,725.36	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$107.05	\$0.00	\$0.00	\$0.00	\$124.08
February	2018	03/12/2018	\$0.00	\$2,753.30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$109.37	\$0.00	\$0.00	\$0.00	\$126.84
March	2018	04/12/2018	\$0.00	\$2,651.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$104.65	\$0.00	\$0.00	\$0.00	\$121.32
April	2018	05/14/2018	\$0.00	\$2,662.12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$108.29	\$0.00	\$0.00	\$0.00	\$122.88
May	2018	06/12/2018	\$0.00	\$3,062.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$114.28	\$0.00	\$0.00	\$0.00	\$132.18
June	2018	07/11/2018	\$0.00	\$2,064.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$82.94	\$0.00	\$0.00	\$0.00	\$96.24
September	2018	10/15/2018	\$0.00	\$2,034.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$80.29	\$0.00	\$0.00	\$0.00	\$93.18
October	2018	11/19/2018	\$0.00	\$3,256.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$125.20	\$0.00	\$0.00	\$0.00	\$145.08
November	2018	12/18/2018	\$0.00	\$2,130.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$82.56	\$0.00	\$0.00	\$0.00	\$95.70
December	2018	01/15/2019	\$0.00	\$2,382.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$93.38	\$0.00	\$0.00	\$0.00	\$108.30
Total			\$0.00	\$25,923.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,006.01	\$0.00	\$0.00	\$0.00	\$1,165.80

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[illegible]

SFA:

[illegible]

Worksheet must accurately reflect any and all employees employed by the SFA

SFA: _____

FSMC: _____

MEAL TYPE	A SERVINGS PER DAY	B NUMBER OF SERVING DAYS	C TOTAL SERVINGS	D REIMBURSEMENT RATE	E TOTAL COST
BREAKFAST			-		\$ -
AM SNACK			-		\$ -
LUNCH			-		\$ -
PM SNACK			-		\$ -
SUPPER			-		\$ -
GRAND TOTAL					\$ -

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 REIMBURSEMENT RATE - To be completed by the SFA

E TOTAL COST - Prepopulated formula

SFA: _____

CHECK ONE: Unitized Meal

Family Style

MEAL TYPE	A SERVINGS PER DAY	B NUMBER OF SERVING DAYS	C TOTAL SERVINGS	D REIMBURSEMENT RATE	E TOTAL COST
BREAKFAST			-		\$ -
AM SNACK			-		\$ -
LUNCH			-		\$ -
PM SNACK			-		\$ -
SUPPER			-		\$ -
GRAND TOTAL					\$ -

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 REIMBURSEMENT RATE - to be completed by the SFA

E TOTAL COST - Prepopulated formula

FISCAL YEAR 2019

REIMBURSEMENT RATE BREAKDOWN
Public Schools
NATIONAL SCHOOL LUNCH PROGRAM

REGULAR RATE (July 1, 2018 - June 30, 2019) SFAs w/less than 60% of Free and Reduced			
	FEDERAL	STATE	TOTAL
FREE	3.31	0.055	3.365
RED	2.91	0.055	2.965
PAID	0.31	0.050	0.360
HHFKA*	0.06	0.000	0.060

HIGH RATE (July 1, 2018 - June 30, 2019 - Federal EXTRA .02 CENTS) SFAs w/more than 60% of Free and Reduced			
	FEDERAL	STATE	TOTAL
FREE	3.33	0.055	3.385
RED	2.93	0.055	2.985
PAID	0.33	0.050	0.380
HHFKA*	0.06	0.000	0.060

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

SCHOOL BREAKFAST PROGRAM

REGULAR RATES - NON-SEVERE NEED			
	FEDERAL	STATE	TOTAL
FREE	1.79	0.00	1.79
RED	1.49	0.00	1.49
PAID	0.31	0.00	0.31

SEVERE NEED RATES			
	FEDERAL	STATE	TOTAL
FREE	2.14	0.00	2.14
RED	1.84	0.00	1.84
PAID	0.31	0.00	0.31

AFTER SCHOOL SNACKS

AT RISK/ AREA ELIGIBLE (NO CHARGE)	0.91
NON-AREA ELIGIBLE	
FREE	0.91
REDUCED	0.45
PAID	0.08

SPECIAL MILK PROGRAM

FREE	Average cost per half pint *Based on Individual LEA's/charter school costs
PAID	0.2050

Commodity Value \$ 0.2350

* SFAs = LOCAL EDUCATION AGENCIES

7/31/2018

September 2019

East Amwell Elementary Lunch

Lunch Price List Student Lunch: \$3.00 Reduced Student Lunch: \$0.40 Adult Lunch: \$4.25

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
2 <ul style="list-style-type: none"> • Mozzarella Sticks with Marinara Sauce • Freshly Prepared Spring Mix Salad • Assorted Fresh or Chilled Fruit • Milk Variety 	3 <ul style="list-style-type: none"> • Hamburger on a Bun or Cheeseburger on a Bun • Emoji Fries • Jersey Fresh Apple • Milk Variety 	4 <ul style="list-style-type: none"> • Popcorn Chicken • Soft Pretzel Stick • Freshly Prepared Veggie Dippers • Assorted Fresh or Chilled Fruit • Milk Variety 	5 <ul style="list-style-type: none"> • Pancakes • Breakfast Sausages • Sweet Potato Waffle Fries • Fruit Compote • Milk Variety 	6 <ul style="list-style-type: none"> • Bellia's NY Style Pizza • Freshly Prepared Italian House Salad • Assorted Fresh or Chilled Fruit • Milk Variety
9 <ul style="list-style-type: none"> • Crispy Chicken Sandwich with Lettuce and Tomato • Freshly Prepared Veggie Dippers • Assorted Fresh or Chilled Fruit • Milk Variety 	10 <ul style="list-style-type: none"> • Nicola's Pizza • Freshly Prepared Cucumber Coins • Assorted Fresh or Chilled Fruit • Milk Variety 	11 <ul style="list-style-type: none"> • Pasta with Meat Sauce • Garlic Bread • Italiano Green Beans • Assorted Fresh or Chilled Fruit • Milk Variety 	12 <ul style="list-style-type: none"> • All-Natural Beef Hot Dog on a Bun • Oven Baked Onion Rings • BBQ Baked Beans • Assorted Fresh or Chilled Fruit • Milk Variety 	13 <ul style="list-style-type: none"> • Personal Pan Pizza • Freshly Prepared Caesar Salad • Assorted Fresh or Chilled Fruit • Milk Variety
16 <ul style="list-style-type: none"> • Chicken Nugget Basket with Tater Tots and Soft Pretzel Stick • Assorted Fresh or Chilled Fruit • Milk Variety 	17 <ul style="list-style-type: none"> • Nicola's Pizza • Cucumber & Tomato Salad • Assorted Fresh or Chilled Fruit • Milk Variety 	18 <ul style="list-style-type: none"> • Waffles • Breakfast Sausages • Hash Browns • Strawberry Applesauce • Milk Variety 	19 <ul style="list-style-type: none"> • Sweet & Sour Popcorn Chicken with Rice • Steamed Broccoli • Fortune Cookie • Assorted Fresh or Chilled Fruit • Milk Variety 	20 <ul style="list-style-type: none"> • Pizza Crunchers with Marinara Sauce • Freshly Prepared Spring Mix Salad • Assorted Fresh or Chilled Fruit • Milk Variety
23 <ul style="list-style-type: none"> • Grilled Chicken Sandwich • Country Slaw • Jersey Fresh Pepper Dippers • Assorted Fresh or Chilled Fruit • Milk Variety 	24 <ul style="list-style-type: none"> • Nicola's Pizza • Freshly Prepared Caesar Salad • Jersey Fresh Watermelon Slice • Milk Variety 	25 <ul style="list-style-type: none"> • Mac & Cheese • Soft Pretzel Stick • Freshly Prepared Cucumber Coins • Jersey Fresh Apple • Milk Variety 	26 <ul style="list-style-type: none"> • Nacho Platter with Taco Meat, Shredded Cheddar Cheese, Lettuce, Tomatoes and Salsa • Steamed Rice • Black Bean and Corn Salad • Assorted Fresh or Chilled Fruit • Milk Variety 	27 <ul style="list-style-type: none"> • Stuffed Crust Pizza • Freshly Prepared Jersey Fresh Cucumber & Tomato Salad • Assorted Fresh or Chilled Fruit • Milk Variety
30 <ul style="list-style-type: none"> • Popcorn Chicken • Dinner Roll • Peas & Carrots • Assorted Fresh or Chilled Fruit • Milk Variety 				

Swap Outs: Peanut Butter & Jelly Jamwich, Bagel Bag, Yogurt Meal

All Meals Served All meals are served with the Vegetable of the Day and/or a selection from Mac's Veggie Patch, Fruit of the Day and Low Fat Milk Choice.

Nutrition Info K-8 Our well-balanced lunches available for the week, average between 600-650 calories, with less than 10% of total calories from saturated fat and 0 grams of trans fat!

Menus are Subject to Change The nutrient information is based on the manufacturer's food labels and may be subject to change without warning. For Carbohydrate Counts for food items, please visit www.maschiofood.com for the most up to date Carbohydrate Count List of Common Foods. This list is updated on a monthly basis and as needed. Carbohydrate Counts for items are based on Nutrikids Analysis of Maschio's Recipes and may vary based on product availability. These calculations are not intended for medical use.

EOE Statement

Inc. is an Equal Opportunity Employer.

Layout, design & code © Nutrislice, Inc. Private and non-commercial uses permitted.
This Institution is an equal opportunity provider.

**EAST AMWELL TOWNSHIP SCHOOL - EATS COUGAR CAFÉ
2018-2019 LUNCH PRICES**

	STUDENT	ADULT
HOT OR SALAD BAR LUNCH	\$ 3.00	\$ 4.25
BAG LUNCH	\$ 3.00	\$ 3.75
HOT ENTRÉE	\$ 2.60	\$ 3.50
A LA CARTE ITEMS:		
Fruit Juice (4 oz.)	.65	.65
Juice Pak – 100%	.75	.75
Milk (8 oz.)	.60	.60
Sides--Vegetable, Fruit Cup, Fresh Fruit; Salad Bowl; Soup & Crackers	.75	.75
Cookies	.30	.30
Assorted Chips/Popcorn	.75	.75
Hot Pretzel/Ice Cream/Low Fat Pudding	.75	.75
Churro Granola or cereal bar	1.00	1.00
Snapple/Bottled Water	1.00	1.00
Frozen Yogurt/Fruit Bar	1.00	1.00
Yogurt	.75	.75
P/B/J Sandwich	\$2.00	\$2.00
Cold Sandwich	\$2.25	\$2.50

Please make check payable to: East Amwell School Cafeteria

PLEASE HELP US PREPARE SUFFICIENT FOOD FOR EACH LUNCH PERIOD BY SIGNING UP:

STUDENTS MAY SIGN UP IN HOME ROOM OR IN THE MAIN OFFICE IF ARRIVING LATE

ADULTS MAY SIGN UP IN HOME ROOM OR KITCHEN SIGN-UP SHEET

EAST AMWELL TOWNSHIP SCHOOL DISTRICT
Proprietary Funds
Statement of Net Position
June 30, 2018

	<u>Food Service Fund</u>
Assets	
Current assets	
Cash and cash equivalents	\$ 4,997
Receivables from other governments	
State	83
Federal	2,161
Inventory	<u>1,914</u>
Total current assets	<u>9,155</u>
Noncurrent assets	
Capital assets	48,438
Less: accumulated depreciation	<u>24,282</u>
Total noncurrent assets	<u>24,156</u>
Total assets	<u>33,311</u>
Liabilities	
Current liabilities	
Unearned revenues - commodities	1,017
Unearned revenues - prepaid sales	<u>1,945</u>
Total liabilities	<u>2,962</u>
Net position	
Net investment in capital assets	24,156
Unrestricted	<u>6,193</u>
Total net position	<u>\$ 30,349</u>

See accompanying notes to financial statements.

EAST AMWELL TOWNSHIP SCHOOL DISTRICT
Proprietary Funds
Statement of Revenues, Expenses, and Changes in Net Position
For the Fiscal Year Ended June 30, 2018

	<u>Food Service Fund</u>
Operating revenues	
Charges for services	
Daily sales - reimbursable programs	\$ 36,774
Daily sales - non-reimbursable programs	16,609
Total operating revenues	<u>53,383</u>
Operating expenses	
Cost of sales - reimbursable programs	29,919
Cost of sales - non-reimbursable programs	2,866
Commodity food costs	8,802
Salaries	32,305
Support services - employee benefits	4,551
Purchased professional/technical services	1,979
Purchased property services	1,240
Other purchased services	
Insurance	3,087
Management fee	7,621
Supplies and materials	1,139
Depreciation	2,643
Miscellaneous expenditures	208
Total operating expenses	<u>96,360</u>
Operating income (loss)	<u>(42,977)</u>
Non-operating revenues (expenses)	
State sources	
State school lunch program	1,007
Federal sources	
National school lunch program	
Cash assistance	26,959
Non cash assistance (commodities)	8,802
Interest earned on investments	60
Miscellaneous	211
Total non-operating revenues (expenses)	<u>37,039</u>
Other financing sources (uses)	
Operating transfer in	<u>14,144</u>
Change in net position	8,206
Net position, beginning	<u>22,143</u>
Net position, ending	<u>\$ 30,349</u>

See accompanying notes to financial statements.

EAST AMWELL TOWNSHIP SCHOOL DISTRICT
Proprietary Funds
Statement of Cash Flows
For the Fiscal Year Ended June 30, 2018

	Food Service Fund
Cash flows from operating activities	
Receipts from customers (net)	\$ 53,105
Payments to Food Service Management Co.	(79,186)
Payments to vendors (net)	(2,171)
Net cash provided by (used for) operating activities	<u>(28,252)</u>
Cash flows from non-capital financing activities	
State sources	987
Federal sources	26,650
Miscellaneous	211
Net cash provided by (used for) non-capital financing activities	<u>27,848</u>
Cash flows from investing activities	
Interest on investments	<u>60</u>
Net increase (decrease) in cash and cash equivalents	(344)
Cash and cash equivalents, beginning	<u>5,341</u>
Cash and cash equivalents, ending	<u><u>\$ 4,997</u></u>
Reconciliation of operating income (loss) to net cash provided by (used for) operating activities	
Operating income (loss)	\$ (42,977)
Adjustments to reconcile operating income (loss) to net cash provided by (used for) operating activities	
Depreciation	2,643
Federal food donation program	8,802
(Increase) decrease in accounts receivable	3,293
(Increase) decrease in inventory	746
Increase (decrease) in unearned revenue	<u>(759)</u>
Net cash provided by (used for) operating activities	<u><u>\$ (28,252)</u></u>

See accompanying notes to financial statements.

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>. 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 of education 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 of education 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).

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 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.

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. Description of Activities: _____

4. Duration of Engagement: _____

5. Cessation of Activity: _____

6. Bidder Contact Name: _____

7. 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: _____

PART 3. CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Bidder, that the foregoing information and any attachments hereto to the best of my knowledge are true and complete. I acknowledge that _____ (fill in the name of the SFA) is relying on the information contained herein, and that the Bidder is under a continuing obligation from the date of this certification through the completion of a contract with the SFA to notify the SFA in writing of any changes to the information contained herein; 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 will be subject to criminal prosecution under the law and it will constitute a material breach of my agreement(s) with the SFA, permitting the SFA at its option, to declare any 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: _____

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)

- 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

Signature of Authorized Representative

Date

Instructions for Certification

By signing and submitting this form, the prospective lower tier participant is providing the certification in accordance with these instructions.

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 form 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 4 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) 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, for the purpose of restricting competition, any consultation, communication or agreement, with any other offeror or with any competitor relating to the prices; the intention to submit an offer; or the methods or factors used to calculate the prices offered;
 - (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor prior to opening (in the case of a sealed bid solicitation) or prior to contract award (in the case of a negotiated solicitation); and
 - (3) No attempt has been made or will be made by the offeror to induce any person or entity 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 determining the prices being offered in the bid or proposal 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 determining the prices being offered in the bid or proposal, 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

NAME OF FSMC'S AUTHORIZED REPRESENTATIVE

SIGNATURE OF FSMC'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.)

Approved by OMB
0348-0046

1. Type of Federal Action: <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		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____ if known: _____ Congressional District, if known: _____			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____		
6. Federal Department/Agency: 			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known: 			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): 			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): 		
11. 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: _____		
Federal Use Only:					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

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

Town

State

Zip Code

Name of Submitting Official

Title of Submitting Official

Signature

Date

PUBLIC

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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 Year 2019 - 2020

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.

All FSMC Administrative/Management Fees (ie- General Support Services, Administrative, etc.) must be included in fee below.

Administrative/Management Fee - Choose One
☐ Flat Fee:
☐ Cents per Meal

 If Cents per Meal - Please indicate **projected** ANNUAL fee:

 \$0.00

 NSLP High Rate
 *SBP Severe Need
 ASSP - Area Eligible
 CAFCFP - Dinner

Yes	No	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*Severe Need Schools for SBP are listed in Form #372

GUARANTEE:

FSMC - Must Check one of the following:

- ☐ No Guarantee
☐ Guaranteed (Loss)
☐ Guaranteed Breakeven
☐ Guaranteed Return

Amount
 NA

 (input amount)

 \$0.00

 (input amount)

Projected BOTTOM-LINE
 \$0.00

(No Equipment Investment)

 \$0.00

(With Equipment Investment)

Use meal service days from the RFP for Lunch, Breakfast and After School Snack. If SFA has a CAFCFP (Dinner) agreement, use numbers from that agreement.

Elem.	Middle	High
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

 days of meals service NSLP (lunch)
 days of meals service SBP (breakfast)
 days of meals service ASSP (after school snack)
 days of meal service CAFCFP (Dinner)
 # of work days (hourly employees only)

AVERAGE # SERVICE DAYS

#DIV/0!

#DIV/0!

#DIV/0!

#DIV/0!

Cost Reimbursable

SFA:

0

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Form #23 CR PUBLIC

FSMC:

0

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RESPONSE AND PROJECTED OPERATING STATEMENT
PROJECTED REVENUE *(Sales and Anticipated Reimbursement)***SALES**Projected
of
Meals/MilkSelling PriceProjected
Revenue

The FSMC shall use the Current Selling Price for students meals.

Cafeteria Sales: (Lunch)

Students Paid Meals:

 Elementary School
 Middle School
 High School@
@
@

=
=
= \$0.00
 \$0.00
 \$0.00

Students Reduced Meals:

 District-wide

@

=

 \$0.00A La Carte: *(Student A La Carte, Adult Meals, Adult A La Carte and Vending Machines)*

Enter Amount →

 \$0.00*

Vended Meal Income:

* Vended Meal Agreements

Enter Amount →

 \$0.00*

*Vended Meals will calculate in cents/meal (pg.5)

Other Income:

Enter Amount →

 \$0.00**State other income above***Cafeteria Sales: (Breakfast)**

Students Paid Meals:

 Elementary School
 Middle School
 High School@
@
@

=
=
= \$0.00
 \$0.00
 \$0.00

Students Reduced Meals:

 District-wide

@

=

 \$0.00A La Carte: *(Student A La Carte, Adult Meals and Adult A La Carte)*

Enter Amount →

 \$0.00*

Cost Reimbursable

SFA:
FSMC:

PUBLIC

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

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

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

	# of Student Meals/ Milk/Snacks		Reimbursement Rate		Anticipated Reimbursement
LUNCH					
	<input type="text"/>	Paid Meals	@ <input type="text" value="\$0.4200"/>	=	<input type="text" value="\$0.00"/>
	<input type="text"/>	Reduced Price Meals	@ <input type="text" value="\$3.0250"/>	=	<input type="text" value="\$0.00"/>
	<input type="text"/>	Free Meals	@ <input type="text" value="\$3.4250"/>	=	<input type="text" value="\$0.00"/>
TOTAL LUNCH	<input type="text" value="0"/>	Total			<input type="text" value="\$0.00"/>
LUNCH High Rate					
	<input type="text"/>	Paid Meals	@ <input type="text" value="\$0.4400"/>	=	<input type="text" value="\$0.00"/>
	<input type="text"/>	Reduced Price Meals	@ <input type="text" value="\$3.0450"/>	=	<input type="text" value="\$0.00"/>
	<input type="text"/>	Free Meals	@ <input type="text" value="\$3.4450"/>	=	<input type="text" value="\$0.00"/>
TOTAL LUNCH High Rate	<input type="text" value="0"/>	Total			<input type="text" value="\$0.00"/>
BREAKFAST					
	<input type="text"/>	Paid Meals	@ <input type="text" value="\$0.3100"/>	=	<input type="text" value="\$0.00"/>
	<input type="text"/>	Reduced Price Meals	@ <input type="text" value="\$1.4900"/>	=	<input type="text" value="\$0.00"/>
	<input type="text"/>	Free Meals	@ <input type="text" value="\$1.7900"/>	=	<input type="text" value="\$0.00"/>
TOTAL BREAKFASTS	<input type="text" value="0"/>	Total			<input type="text" value="\$0.00"/>
BREAKFAST Severe Need					
	<input type="text"/>	Paid Meals	@ <input type="text" value="\$0.3100"/>	=	<input type="text" value="\$0.00"/>
	<input type="text"/>	Reduced Price Meals	@ <input type="text" value="\$1.8400"/>	=	<input type="text" value="\$0.00"/>
	<input type="text"/>	Free Meals	@ <input type="text" value="\$2.1400"/>	=	<input type="text" value="\$0.00"/>
TOTAL SN BREAKFASTS	<input type="text" value="0"/>	Total			<input type="text" value="\$0.00"/>
SSMP/SMP					
	<input type="text"/>	Free Milk	@ <input type="text" value="\$0.2050"/>	=	<input type="text" value="\$0.00"/>
	<input type="text"/>	Paid Milk	@ <input type="text" value="\$0.2050"/>	=	<input type="text" value="\$0.00"/>
TOTAL SSMP/SMP	<input type="text" value="0"/>	Total			<input type="text" value="\$0.00"/>
ASSP					
	<input type="text"/>	Paid Snacks	@ <input type="text" value="\$0.0800"/>	=	<input type="text" value="\$0.00"/>
	<input type="text"/>	Reduced Price Snack	@ <input type="text" value="\$0.4500"/>	=	<input type="text" value="\$0.00"/>
	<input type="text"/>	Free Snacks	@ <input type="text" value="\$0.9100"/>	=	<input type="text" value="\$0.00"/>
TOTAL ASSP	<input type="text" value="0"/>	Total			<input type="text" value="\$0.00"/>
CACFP Dinner					
	<input type="text"/>	Paid Meals	@ <input type="text" value="\$0.3100"/>	=	<input type="text" value="\$0.00"/>
	<input type="text"/>	Reduced Price Meals	@ <input type="text" value="\$2.9100"/>	=	<input type="text" value="\$0.00"/>
	<input type="text"/>	Free Meals	@ <input type="text" value="\$3.3100"/>	=	<input type="text" value="\$0.00"/>
TOTAL CACFP Dinner	<input type="text" value="0"/>	Total			<input type="text" value="\$0.00"/>
Subtotal Anticipated Reimbursement:					<input type="text" value="\$0.00"/> (B)
TOTAL REVENUE (A+B=C)					<input type="text" value="\$0.00"/> (C)

Cost Reimbursable

SFA:
FSMC:

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RESPONSE AND PROJECTED OPERATING STATEMENT

PROJECTED EXPENSES

FOOD EXPENSES

				Per Meal Cost		
Student Lunches**	<input type="text" value="-"/>	Meals	@	<input type="text" value="\$0.0000"/>	=	<input type="text" value="\$ -"/>
Student Breakfasts**	<input type="text" value="-"/>	Meals	@	<input type="text" value="\$0.0000"/>	=	<input type="text" value="\$ -"/>
SSMP/SMP/Milk**	<input type="text" value="-"/>	Milks	@	<input type="text" value="\$0.0000"/>	=	<input type="text" value="\$ -"/>
After School Snack Program**	<input type="text" value="-"/>	Snacks	@	<input type="text" value="\$0.0000"/>	=	<input type="text" value="\$ -"/>
CACFP Dinner**	<input type="text" value="-"/>	Meals	@	<input type="text" value=""/>	=	<input type="text" value="\$ -"/>
District-wide a la carte						<input type="text" value="\$ -"/>
Vended Meals & Other Income (Pg. 2)						<input type="text" value="\$ -"/>
LESS Discounts/Rebates and Credits					(-)	<input type="text" value="\$ -"/>

*Data populated from previous pages ***

NET FOOD COST (D)

FOOD SERVICE MANAGEMENT COMPANY LABOR EXPENSES

Total Hourly Wages

Total Hourly Benefits

Total Hourly Payroll, Taxes, and Benefits

Total Salaried Wages

Total Salaried Benefits

Total Salaried Payroll, Taxes, and Benefits

TOTAL LABOR (E)

PAPER AND CLEANING

Cleaning Supplies Cost
Paper and Plastic Cost

TOTAL PAPER & CLEANING (F)

***OTHER EXPENSES**

**Other Direct Costs as included in the RFP (Cost and Responsibility Summary)*

Smallwares
Vehicle
Liability Ins.
Uniforms
Office Supplies
Other -
Other -

TOTAL OTHER EXPENSES (G)

TOTAL EXPENSES (H)

Cost Reimbursable

SFA:

0

FSMC:

0

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CALCULATION OF CENTS PER MEAL**MANAGEMENT FEE**

All meal equivalents to be calculated on a factor of:

\$3.66

NOTE: Meal Equiv. rate for 2019-2020 is \$3.66 For Addendums use rate from contract base yr.

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 <i>Meal Equiv. w/Milk & Vended Meal</i>	0	@	\$0.0000	=	\$0.00
Projected Annualized A la Carte Revenue *	\$0.00				

****Cents /Meal X # of Meals/Equiv.	\$0.00	(I)
-------------------------------------	--------	-----

**** This is a projected calculation. Actual Management Fee may be greater than or less than projected amount. Fee is directly related to student participation and SFA revenue.

Flat Rate Administrative Management Fee	\$0.00	(J)
---	--------	-----

AA. PROFIT & LOSS - Revenue based on Revenue Detailed in Form 23, Less Expenses Detailed in Form 23 and Cents per Meal or Flat Fee for Administrative Management Fee

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

BB. CALCULATION OF FSMC INVESTEMENT 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:

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

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 less R = S

TOTAL Projected PROFIT/LOSS with Investment	\$0.00	(S)
M- R = S		

HOURLY - FSMC Labor and Benefits

FSMC:	0
SFA:	0

NOTE: SFA Labor should be added as line item from Form 372.

2 Add description for "Other" column(s).

[illegible]

0

0

FSMC PROPOSED EQUIPMENT

[illegible]

Costs Included in the Cost Reimbursable Administrative/Management Fee

Administrative/Management Fee means FSMC's fee for those services provided at the SFA's food service locations, which should include **all** the following but does not include any costs billed to the SFA as charges for direct costs. The SFA may select any of the following, but the State Agency recommends that each expense listed below be included to ensure that they are incorporated as part of the Administrative/Management Fee, so they **may not** be charged in any other expenses. Only actual, net, documented and allowable costs may be charged to the SFA for any charges outside the Administrative/Management Fee. This form is included in the RFP.

Personnel and Labor Relations Services
Legal Department Services
Purchasing Services and Quality Control
Technical Research and Supervision
Cost Incurred in Hiring and Relocating FSMC Management Personnel
Dietetic Services (Administrative and Nutritional)
Test Kitchens
Accounting/Bookkeeping and Accounting Procedures
Tax Administration
Supervisory Personnel and Regular Inspections or Audit Personnel
Teaching and Training Programs
General Regional Support
General National Headquarters Support
Design Services
Menu Development (Specific to operation)
Information Technology (Software and Support)
Payroll Documentation and Administrative Cost (Reporting, recording and issuance of payroll checks for FSMC employees)
Sanitation Advice
Administrative/Personnel Advice
Travel Costs for Visitation and Coverage on Behalf of the FSMC (Principal of the FSMC, Corporate Chef, Regional Manager)
Cost of Developing the Following: Training Manuals, Procedure Manuals, Food Service Control Forms and Supplies, Materials for School Nutrition Promotions
Nutrition Education Materials and Program Expense
Management Meetings, and/or Management Development Program Specific to the Operation
Education Programs via Schoolroom Programs, Parent/Teacher Meetings and School Food Service Advisory Committee Meetings
Facilities Layout and Design Services (Specific to operation)