

Section II

BID INFORMATION

School Food Authority

SNEARS Agreement Number

Walk Through Information

Date

Time

Starting Location

Address

Submit Proposal To:

SFA Name
 Attention
 Address

Bid Opening

Date
 Time
 Location

Requests for Additional Information should be submitted to:

Name
 Title
 Phone
 Email

Insert Bid Protest Procedure:

A valid protest must come from an actual bidder or proposer for the contract who claims to be the rightful awardees. That is, protest is not valid if filed by a bidder or proposer who cannot show they would be awarded the contract if their protest were accepted. Protesters shall submit in writing detailing the award being protested and reason(s) for the protest.

The following items must be included in the written protest:

- Bid or RFP Number and Title.
- The name and address of the protester including contact information; e-mail, phone number and fax number.
- Reason for the protest.
- Supporting exhibits, evidence or documents to substantiate any claims.
- A statement requesting the relief of the protestor seeks, and any other information that the protestor deems to be material to the protest.

Protest must be submitted in writing within seven (7) business days after the awarding of related agreement/contract to the School District Business Office. Attention Bid Protest / Business Administrator
 The Business Administrator of the district will respond within ten (10) business days from the receipt of the protest. The response can be written in e-mail format, letter format, or faxed to the protestor directly. If the protestor is not satisfied with the response in writing to their formal protest then the protestor's only recourse is the Court of Common Pleas.

SECTION I SPECIFICATIONS FOR COST REIMBURSABLE CONTRACT 2018-19

SCHOOL FOOD AUTHORITY: SNEARS HADDONFIELD PUBLIC SCHOOL DISTRICT

AGREEMENT NUMBER: CONTRACT 007-01900

STARTING DATE: CONTRACT September 1, 2018

ENDING DATE: June 30, 2019

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

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

- National School Lunch Program (NSLP) Estimated Minimum Serving Days: 175
- School Breakfast Program (SBP) Estimated Minimum Serving Days: _____
- Afterschool Snack Program (ASSP) Estimated Minimum Serving Days: _____
- 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)
- Summer Food Service Program (SFSP)
- A la Carte items (Smart Snack compliant) and meals
- Vending
- Catering

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

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

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

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

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

**Completed SFA to SFA Vended Meal Contracts and Consolidation Agreements must be in place each year.

I. General Information

A. Procurement

1. All procurement transactions shall be conducted in a manner that provides maximum full and open competition and in accordance with all applicable State and Federal law including, but not limited to, 2 CFR 200.318-200.326.
2. This proposal will result in a **Cost Reimbursable Contract**. The bid should be stated as either a flat management fee or a per meal management fee.
3. The SFA must determine the existence of the proper pass through value of the donated commodities; e.g., credits or reductions on the invoice in the month of receipt. The values are to be based on the values at the point the SFA receives the commodities from the New Jersey Department of Agriculture (NJDA), and on USDA commodity prices pertinent to the time period.
4. The SFA will not conduct the procurement process in a manner that uses statutorily or administratively imposed in-state or local geographic preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference, in accordance with Title 2 CFR 200.319(b).
5. **SFAs are prohibited from entering into a contract with an FSMC that provides recommendations, develops or drafts specifications, requirements, statements of work, requests for proposals, contract terms and conditions, or other documents for use in conducting procurement.**
6. The SFA reserves the right to reject any or all proposals if deemed in the best interest of the SFA.
7. The SFA will award the contract to the most responsible FSMC whose proposal is most advantageous to the program, with price and other factors considered. A responsible FSMC is one whose financial, technical and other resources indicate an ability to perform the services required by this solicitation.
8. FSMCs or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so will be at the FSMC's own risk and the FSMC cannot secure relief on the plea of error. The SFA is not liable for any cost incurred by the proposer prior to the New Jersey Department of Agriculture (NJDA) Division of Food and Nutrition's (DFN) final approval of the contract and the signing of the contract by all parties. Paying the FSMC from Child Nutrition (CN) program funds (school food service account) is prohibited until the contract is signed by both parties and final approval is provided by DFN.
9. If additional information is required, please refer to Section II, Bid Information Form #379 of the RFP.
10. A Pre-Bid Meeting with interested proposers to review specifications, to clarify any questions, and for a walk-through of the facilities with school officials is **not** mandatory. However, it is strongly recommended and encouraged. Refer to Section II, Bid Information Form #379 of the RFP for time and location.

B. Award Criteria/Methodology

1. The contract will be awarded to the responsible bidder/proposer whose proposal is the most advantageous to the program with price and other factors considered. An evaluation committee must be comprised of at least three people. Each committee member evaluates proposals independently. Scoring criteria must be established and assigned points as part of the RFP preparation using RFP Criteria and Evaluation Form #320A in Section II.
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 total of all criterion scores is the final score of the proposal. The proposal with the highest score shall be selected.

C. RFP Protests

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

D. Captions

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.

E. Contract Term

1. The contract shall be for a period of one year (start and end dates listed on page 2 of this RFP) with, at the discretion of the SFA, up to four optional one-year renewals. 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].
2. The contract shall not take effect prior to the date of final approval by DFN.

F. Errors or Omissions

The proposing FSMC shall not be allowed to take advantage of any errors or omissions in the RFP specifications. Where errors occur in the RFP specification, the FSMC shall promptly notify the contact person listed. Inconsistencies in the RFP specifications are to be reported prior to proposals being submitted. The SFA must communicate the reported inconsistency and its response to all potential bidders/proposers.

G. Final Contract

All documents included by the SFA in the RFP and the proposal submitted by the FSMC shall become a part of the final contract.

H. Gifts from FSMC

The SFA's officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from FSMCs or potential FSMCs.

I. Late Proposals

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

J. Meal Equivalents

For meal count computation purposes, 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 a part of the a la carte revenue.

K. Payment and Fees

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

L. Additional Information

Any proposal submitted by an FSMC that includes items or activities not requested by the SFA, and not specifically stated in the RFP, will not be evaluated. The FSMC's proposal will be considered overly responsive, and the proposal will not be considered.

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

This proposal is based on the SFA's 21-day menu attached in Section II. This shall be used as a standard for the purpose of estimating the average cost per meal. 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 must be approved by the SFA prior to implementation.

The following are the minimum food specifications to which all FSMCs must adhere.

Product	Level of Inspection/Quality
Dairy Products	Grade A
Fresh Eggs	USDA Grade A or equivalent, 100% candle
Frozen Eggs	Must be USDA inspected
Milk	Pasteurized Grade A
Eggs and Dairy Products	USDA Grade A
Canned Fruit & Vegetables	U.S. Grade A Choice or fancy (fruit to be packed in light syrup or natural juices)
Fresh Fruits & Vegetables	USDA No. 1 Grade Fancy
Frozen Fruit & Vegetables	U.S. Grade A Choice or better
Bread, rolls, cookies, pies, cakes and pudding either	Must have a quality level commensurate with meeting USDA breakfast and lunch
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
Staple Groceries	To be a quality level commensurate with previously listed standards

M. FSMC Executive Summary

- Demonstrated ability of the FSMC to successfully manage school food service programs within the rules, regulations and policies established by the NJDA and USDA.
- A complete list of all New Jersey public school clients, including the student populations, grade levels and years of service by the FSMC.
- FSMC must outline their involvement and experience in the school food services field in the areas of: designing facilities *selecting and procuring food service equipment *nutrition *menu planning *on-site production
*quality control *employee supervision *staff management training
*employee motivation *marketing *public relations.

N. Company Profile & District Support

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

O. FSMC Standards and Procedures

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

Company must be registered and have an approved core contract on file with N.J. State Dept. of Agriculture for fiscal year 2018-19. Include letter or present letter for 2018-19 upon approval.

Describe how the FSMC will identify and report rebates, discounts, and credits that will be applied back to the SFA. What will be the frequency of the reporting of these discounts, rebates or credits? Explain position of FSMC on 7CFR 210.21(i-vi) Procurement- Rebates, Discounts, and Credits (Form Attached)

Insurance coverage for product and personal liability. Please supply a copy of Certificate of Insurance.

SECTION II SPECIFICATIONS FOR COST REIMBURSABLE CONTRACT 2018-19

FORMS TO BE COMPLETED BY SFA AND INCLUDED IN THE RFP, Section II

GENERAL INFORMATION

- Site Names, Grade Levels, Number of Food Service Operating days, and Enrollment of each site in District
- Types of Programs for each site
- Reimb. Rates for each site
- Serving Times for lunch and all other programs
- Student and Adult Meal Prices
- Ala carte Price list
- MAP of SFA
- SFA calendar
- Sample Menu for each site, each program
- Charge Policy
- Wellness Policy

General Information Data

- Labor by Site, salaries and benefit costs (*Union contract if applicable*)
- BOE labor by site, salaries and benefit cost if applicable.

Prior Year Data

- Prior YEAR meal count and income records
- Monthly Claim Reports by site (SNEARS Summary report)
- AUDIT should cover Income records, operational expense records, and reimbursement dollars
- USDA Acceptance Report for prior year

Cost Responsibility Summary

- Cost Responsibility Summary, **(FORM 149)**

Criteria and Evaluation Form

- **Form 320A;**

If Applicable

- **Form 375;** Request for Required Equipment
- **Form 377;** Vending SFA to SFA
- **Form 378;** Vending Schedule

SECTION III SPECIFICATIONS FOR COST REIMBURSABLE CONTRACT 2018-19

FORMS TO BE COMPLETED BY FSMC AND INCLUDED IN THE PROPOSAL

We, the undersigned, agree to operate the food service management program as described in the quote specifications for the 2018-19 school year.

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

1) Executive Summary

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

2) Financial Information

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

3) Company Profile & District Support

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

4) Client List

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

Management Company: _____

5) Staff Management & Development

- A staffing schedule planned for each school, to include job titles, number of hours for each, and rate per hour or salary.
- Supervisors or bookkeepers should also be included.
- Description of fringe benefits offered to employees.
- Description of employee training program and implementation of Required Professional Standards.
- FSMC agrees to discharge or transfer any employee at the request of the SFA. The vacancy is to be filled without interruption of service. Description of how Chapter 116 P.L. 1986, background check, will be implemented.

6) Menu Development

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

7) Marketing & Merchandising

- Description of merchandising and promotional programs and plans.

8) Wellness & Nutrition Education

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

9) Communication & Customer Service

- Details pertaining to FSMC's communication to the students, parents, faculty, administration, and the community.

10) FSMC Standards & Procedures

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

Management Company: _____

11) Accounting

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

12) Required Proposal Documents - Cover letter stating the intentions of the FSMC Proposal

- a. Form 23CR – Response and Projected Operating Statement
- b. Form 374 - FSMC Guarantee
- c. Form 371 - FSMC Labor and Benefits
- d. Form 376 - FSMC Proposed Equipment
- e. Form 130 - Certificate of Regarding Debarment
- f. Form 131 - Certificate of Independent Price Determination
- g. Form 132 - Disclosure of Lobbying Activities
- h. Form 133 - Certification Regarding Lobbying
- i. Form 39 - Disclosure of Investment Activities in Iran
- j. FSMC Start-Up/Transition Plan
- k. FSMC Menu/ Alternate Menu
- l. Business Registration Certificate
- m. Certificate of Employee Information Report
- n. Ownership Disclosure Form
- o. Stockholder Disclosure Certification
- p. Political Contribution Disclosure Form
- q. FSMC Personnel and Fringe Benefit Policy
- r. Affirmative Action Acknowledgement (Form attached) plus one of below approvals:
 - Evidence of Federal approval, OR
 - N.J. Certificate of Employer Information Report Approval, OR
 - Completed Employee Information Report (Form AA302-form)
- s. Company must be registered and have an approved core contract on file with N.J. State Dept. of Agriculture for fiscal year 2018-19. Include letter or present letter for 2018-19 upon approval.

- t. Describe how the FSMC will identify and report rebates, discounts, and credits that will be applied back to the SFA. What will be the frequency of the reporting of these discounts, rebates or credits? Explain position of FSMC on 7CFR 210.21(i-vi) Procurement- Rebates, Discounts, and Credits (Form Attached)
- u. Insurance coverage for product and personal liability. Please supply a copy of Certificate of Insurance.
- v. Completed - Required components of Appendix I Form

Management Company: _____

Authorized Signature & Title: _____ Date: _____

**REQUIRED FORMS TO
BE COMPLETED BY
FSMC FOR COST
REIMBURSABLE
CONTRACT**

(Attached PDF Document Packet)