

Food Bank of South Jersey

Request for Proposal  
and  
Fixed-price Contract



Food Bank of South Jersey  
Programs and Services Department  
Food Sourcing Department

January 2024

**Notice of Request for Proposals**

**Food Service Management Company**  
**RFP SM002**

Notice is hereby given that the Food Bank of South Jersey, Inc. (hereinafter referred to as **FBSJ**) is requesting proposals for a food service management company (hereinafter referred to as **Respondent[s]**) to assist with FBSJ's Summer Meals Program. This is NOT the SFSP program, thus vendors DO NOT need to be approved for SFSP to submit a proposal.

Respondents should not construe from this legal notice that FBSJ intends to enter into a fixed-price contract with the Respondent unless, in the opinion of FBSJ, it is in the best interest of FBSJ to do so. FBSJ reserves the right to negotiate final contractual terms with the successful Respondent.

The Request for Proposal (RFP) documents are available by email inquiry to:  
summermeals@foodbanksj.org

FBSJ will record and provide answers to any questions or requests for clarifying information about the RFP during the question and answer period.

FBSJ will hold an **Optional Tasting** at selected partner sites on March 1-3. All potential Respondents are encouraged to submit samples to FBSJ by **Monday, February 26** in the case of shelf-stable meals and on the day of the tasting in the case of fresh (refrigerated) meals.

Locations: TBD

Further details about quantity and type(s) of meals will be communicated after the sites have been selected.

Respondents must submit written proposals either in digital form via email (preferred) to:

cluebbe@foodbanksj.org; Subject: "Proposal - Food Service Management Company SM002"

or by hard copy, in a sealed package labeled:

"Proposal - Food Service Management Company SM002"

Addressed to FBSJ at: Food Bank of South Jersey, 1501 John Tipton Blvd., Pennsauken, NJ  
08110

Attn: Chris Luebbe

FBSJ will accept all proposals received on or before **Friday, February 16 at Noon**. FBSJ will not accept proposals that are received after the deadline. FBSJ will open proposals at 9AM on Monday, February 19.

FBSJ reserves the right to reject any or all proposals, and to waive any errors or corrections in a proposal or in the proposal process. FBSJ will award the contract based on a review and analysis of the proposals that determines which proposal best meets the needs of FBSJ. Following the review and analysis of all responsive proposals, FBSJ will make a recommendation to its CFO who will approve the final selection.



**REQUEST FOR PROPOSAL  
FOOD SERVICE MANAGEMENT COMPANY**

**Cover Page**

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**CONTACT INFORMATION**

SM002

by

Food Bank of South Jersey

**SUMMER MEALS PROGRAM**

**ADDRESS ALL PROPOSALS TO:**

Chris Luebbe  
Senior Manager of Direct Service Programs

Food Bank of South Jersey, 1501 John Tipton Blvd., Pennsauken, NJ 08110

mobile: 856.341.5740

cluebbe@foodbanksj.org

fax: 856.662.4489

# Request for Proposal

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## Introduction/Purpose of Solicitation

The purpose of this Request for Proposal (RFP) is to enter into a fixed-price contract with a food service management company (FSMC) that will provide the Food Bank of South Jersey (hereinafter referred to as FBSJ) with meals for their Summer Meals Program operation. The FSMC will provide services to FBSJ as described in the Scope of Work in the Fixed-price Contract. Minority Owned Organizations are encouraged to submit.

FBSJ's food service goals are to provide nutritious, high-quality meals to participants in its Summer Meals Program, to accommodate special diets where medically necessary, improve the nutritional quality of meals, and maintain a financially viable food service program. General food service goals are to:

- Provide an appealing and nutritionally sound program for children as economically as possible
- Increase participation at all levels of the Summer Meals Program by improving meal quality, offering menu variety, increasing flexibility in meal types and delivery schedules, and improving delivery performance to partner sites

FBSJ shall conduct all procurement transactions in a manner that provides maximum open and free competition consistent with Title 2, *Code of Federal Regulations (2 CFR)*, Part 200.319(a)(1-7). FBSJ will share with every Respondent all information necessary for submitting a competitive proposal. The release of this RFP, evaluation of Respondents, and award of a contract will use competitive bidding standards established in all applicable New Jersey state and federal statutes and regulations.

Outlined below are competitive bidding basic standards:

- The purpose of soliciting competitive proposals is to secure public objectives in the most effective manner and avoid the possibilities of graft, fraud, collusion, etc.
- FBSJ released this RFP to benefit FBSJ and not the Respondents.
- Fulfillment of RFP specifications is based on full and fair competition and acceptance by FBSJ of the most responsive and responsible Respondent to FBSJ's requirements, as determined by FBSJ when evaluating proposals based on the criteria contained in the RFP.
- The RFP must provide a basis for full and fair competition among Respondents to a common standard, free of restrictions that tend to stifle competition.

The above four points are for illustrative purposes only, and do not include all New Jersey state and federal requirements to achieve competitive bidding.

To respond to this RFP, interested FSMCs must present evidence of experience, ability, and financial standing necessary to meet the requirements stated in this RFP. FBSJ will measure this

evidence by scoring the proposals, using a point system that will rank each proposal from highest to lowest, to determine which proposals they will consider for the award of a contract.

To be competitive in this solicitation, the Respondent must:

- Carefully read the entire RFP, attachments, exhibits, addenda, and FBSJ responses to questions before submitting a proposal
- Ask appropriate questions or request clarification before the deadline in the RFP
- Submit all required responses by the required deadlines
- Follow all instructions and requirements of the RFP thoroughly and appropriately

If a Respondent discovers any ambiguity, conflict, discrepancy, omission, or other errors in this RFP, the Respondent shall immediately notify FBSJ of the error in writing and request clarification or a modification of the RFP. If the Respondent fails to notify FBSJ of the error prior to the date for submission of proposals, and is awarded the contract, the Respondent shall not be entitled to additional compensation or time by reason of the error or its later correction.

## Schedule of Events

### for RFP #SM002

- |  |  |
|--|--|
| • CFO Review – RFP Approval                    | Tuesday, January 30, 2024                  |
| • Release of RFP                               | Friday, February 2, 2024                   |
| • Public Notice                                | Friday, February 2, 2024                   |
| • Respondent Question Submission Deadline      | Wednesday, February 7, 2024                |
| • FBSJ Provides Answers                        | Friday, February 9, 2024                   |
| • Deadline for Submission of (Sealed) Proposal | Friday, February 23, 2024                  |
| • Proposals Opened                             | Monday, February 26, 2024                  |
| • Proposals Evaluated                          | Monday – Friday, February 26-March 1, 2024 |
| • Optional Tasting*                            | Wednesday – Friday, March 6-8, 2024        |
| • CFO – Proposal Approval                      | Friday, March 15, 2024                     |
| • Anticipated Contract Award Date              | Monday, March 18, 2024                     |

FBSJ will make every effort to adhere to the schedule. However, FBSJ reserves the right to amend the schedule, as necessary, and will post a notice of said amendment at: <https://foodbanksj.org/summermeals/rfp>.

## General Instructions for Respondents

1. Prepare proposals simply and economically. Provide a straightforward concise description of the Respondent's capability to satisfy the FBSJ's requirements. Emphasis should be placed on completeness and clarity of content.
2. Submit proposals for the performance of all the services described within this RFP. FBSJ will not consider any deviation from these specifications and will reject such proposals.
3. FBSJ may reject a proposal if the proposal is conditional or incomplete, deemed nonresponsive, or if it contains any alterations of form or other irregularities of any kind. FBSJ may reject any or all proposals or waive any immaterial deviation in a proposal. FBSJ's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the Respondent from full compliance with all other requirements if awarded the contract.
4. Respondents are responsible for the costs of developing proposals and shall not charge FBSJ for any preparation costs.
5. FBSJ asks Respondents that do not intend to submit a proposal to notify FBSJ in writing.
6. Respondents may modify their proposal after submission by withdrawing the original proposal and resubmitting a new proposal prior to the submission deadline. FBSJ will not consider proposal modifications offered in any other manner, either oral or written.
7. Respondents may withdraw their proposal by submitting a written withdrawal request to FBSJ, signed by the Respondent or their authorized agent, through the contact person named in the "Contact Information" provided on page iv of this RFP. Thereafter, a Respondent may submit a new proposal prior to the proposal submission deadline. Respondents may not withdraw their proposal without cause after the proposal submission deadline.
8. FBSJ may modify the RFP prior to the date given for submission of proposals by posting an addendum on its website at <https://foodbanksj.org/summermeals/rfp>. FBSJ will notify Respondents so they can obtain any addenda from FBSJ's Web site, or request it by e-mail, postal mail, or fax.
9. FBSJ reserves the right to reject all proposals for reasonable cause. If the costs of all proposals are excessive, FBSJ is not required to award a contract.
10. FBSJ will not consider more than one proposal from an individual, firm, partnership, corporation, or association under the same or different names. Reasonable grounds for believing that any Respondent has submitted more than one proposal for work contemplated herein will cause FBSJ to reject all proposals submitted by the Respondent. If there is reason to believe that collusion exists among the Respondents, FBSJ will not consider any of the participants of such collusion in this or future solicitations.
11. FBSJ will not consider a joint proposal submitted by two or more entities.

12. Additional charges for regular or express delivery, drayage, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose shall be included (and separately identified) in the proposal.
13. All proposals shall include the forms provided as attachments to this RFP. Respondents may copy these forms. A proposal is considered responsive if it follows the required format, includes all attachments, and meets all deadlines and other requirements outlined in this RFP.
14. Proposals over \$150,000 must be accompanied by a bid bond in an amount equal to the percentage of the total amount of the bid as specified on the Fee Schedule, Attachment G below. The bid bond must be from a surety company listed in the current U.S. Department of Treasury Circular 570. No other form of bid bond is acceptable (cash, letter of credit, trust account, land, etc.). Bid bonds will be returned (a) to unsuccessful bidders as soon as practicable after the opening of bids and (b) to the successful bidder upon execution of the contract and receipt of a performance bond.
15. FBSJ shall not accept proposals after the submission deadline specified in the RFP and shall securely dispose of the unopened proposals. FBSJ will not consider late proposals under any circumstances.
16. Respondents are responsible for examining the entire RFP package, seeking clarification for any item or requirement that may not be clear to them, and checking all responses in their proposal for accuracy before submitting it.
17. Respondents may submit their questions regarding the information presented in this RFP to Chris Luebbe via e-mail at [cluebbe@foodbanksj.org](mailto:cluebbe@foodbanksj.org), no later than **Monday, February 5, 2024**. FBSJ will answer all questions received by the deadline in writing without exposing the query source. This will be the sole process for asking and answering questions regarding this RFP.
18. FBSJ representatives reserve the right to inspect a Respondent's food service operations prior to any award of a contract.
19. FBSJ reserves the right to negotiate the final terms and conditions of the contract, which may differ from those contained in the proposal, provided FBSJ considers such negotiation to be in its best interest. Any change in the terms and conditions must not create a material change, which is any alteration or modification to the original terms stated in the RFP that would have resulted in different proposals from all respondents. A material change will require FBSJ to rebid the contract.
20. Respondents shall submit one copy in digital format (preferred; e.g. MS Word, PDF, etc.) or one paper copy.
  - a. The copy must contain the authenticated original signature of the individual(s) authorized to bind the Respondent contractually and be labeled "Master Copy."
  - b. The Respondent must ensure the copy is complete and inclusive of all materials, attachments, and certifications, including any required signatures.



- c. The email (or sealed proposal envelopes if submitting a hard copy proposal) must include or be marked legibly with FBSJ's RFP number and title, and FBSJ's name and address, as shown in the following example:

Proposal—Food Service Management Company

A1 Food Service Management Company

SM002

Summer Meals 2024

Food Bank of South Jersey

Chris Luebbe

1501 John Tipton Blvd, Pennsauken, NJ 08110

## **Proposal Requirements**

To be eligible for evaluation, a proposal must adhere strictly to the format set forth below; failure to do so may result in disqualification. Respondents must complete, label, and separate each section, and number all pages. The content and sequence of the proposal will be as follows:

Section	Title
---------	-------

- |    |                         |
|----|-------------------------|
| A. | Cover Letter            |
| B. | Table of Contents       |
| C. | Attachments Checklist   |
| D. | Minimum Qualifications  |
| E. | Proposal Questionnaire  |
| F. | Respondent References   |
| G. | Authorization Agreement |
| H. | Fee Proposal            |
| I. | Sample Menu             |
| J. | Certifications          |

### **A. Cover Letter**

Only the individual(s) authorized to bind the Respondent contractually may sign the cover letter, which shall be a part of the proposal package. If the cover letter is unsigned, FBSJ will reject the proposal. FBSJ may reject the proposal if the Respondent fails to include the following required information:

- Name and address of responding company
- Organizational structure of the responding company (e.g., corporation, partnership, etc.)

- Respondent's Federal Employee Identification Number and Corporate Identification Number, if applicable
- Name, title, phone number, and e-mail address of the representative who will be designated as the primary liaison to FBSJ
- Name, title, phone number, and e-mail address of the representative(s) authorized to bind the Respondent in a contract if different from the primary liaison
- A statement expressing the Respondent's willingness to perform the services described in this RFP
- A statement expressing the Respondent's ability to perform the services required in the Scope of Work, including availability of staff and other required resources to meet all deliverables as described in this RFP
- A statement regarding the Respondent's proprietary information; if applicable, the Respondent must clearly mark in the upper right-hand corner those pages to be considered proprietary (**Note:** the Respondent cannot consider the entire proposal to be proprietary)
- The following certification:

By signing this cover letter, I (we) certify that the information contained in this proposal is accurate and that all attachments required to be submitted as part of the proposal are certified to be true and binding upon our company.

## **B. Table of Contents**

Immediately following the cover letter, include a comprehensive Table of Contents that lists all submitted proposal sections, subsections, attachments, and materials.

## **C. Attachments Checklist**

The Respondent shall include all documents identified in the Attachments Checklist (Attachment B). FBSJ may reject proposals that do not include the proper required attachments.

## **D. Minimum Qualifications**

FBSJ will only consider Respondents that **meet all minimum qualifications** (as listed on Attachment C).

## **E. Proposal Questionnaire**

The Proposal Questionnaire (Attachment D) is intended to provide FBSJ with specific information concerning the Respondent's capability to provide services as described in this RFP. Respondents should limit their responses to the number of words noted in the questionnaire and answer each question in the same order.

## **F. Respondent References**

Respondents must provide two references on the Respondent References form (Attachment E). FBSJ reserves the right to contact any of the references listed and retains the right to conduct reference checks with individuals and entities beyond those listed.

#### **G. Authorization Agreement**

The Respondent or their authorized representative must sign the Authorization Agreement (Attachment F) and return it with the proposal package.

#### **H. Fee Proposal**

The Respondent must complete the Fee Proposal (Attachment G) and return it with the proposal package.

#### **I. Sample Menu**

The Respondent must submit a sample 10-day Menu (Attachment I) and return it with the proposal package.

#### **J. Certifications**

The Respondent must complete the certifications (Attachment J) and return it with the proposal package.

### **Evaluation of Proposals**

Proposals will be opened on or after the date and time specified in the Schedule of Events. During the evaluation process, FBSJ may ask Respondents to clarify information in the proposals, but Respondents may not change their proposals.

An error in the proposal may cause FBSJ to reject that proposal; however, FBSJ may, at its sole discretion, retain the proposal and make certain corrections. When determining if a correction will be made, FBSJ will consider the conformance of the proposal to the format and content required by the RFP and that the Respondent's intent is clearly established based on review of the whole proposal. Based on that established intent, FBSJ may choose to correct errors such as obvious grammatical or punctuation errors and arithmetic errors. The Master Copy of the proposal shall have priority over additional proposal copies.

FBSJ will open proposals to determine if they contain all the required information in accordance with this RFP. FBSJ will evaluate qualifying proposals using the following criteria:

CRITERIA	MAXIMUM POINTS
Administrative Requirements: did the Respondent include all required information in accordance with the General Instructions and Proposal Requirements?	10
Experience with School Breakfast, National School Lunch Programs, or SFSP.	10
Based on the Proposal Questionnaire responses and the Cover Letter, the Respondent demonstrates a complete understanding of FBSJ's Summer Meals program and its service requirements, as described in the RFP and the Scope of Work, and can perform those services to FBSJ's satisfaction.	30
The financial stability of the Respondent.	10
Corporate capability and experience as measured by performance record, years in the industry, relevant experience, number of SFAs served, client retention and satisfaction, and references.	25
Cost	15
<b>TOTAL POINTS</b>	<b>100</b>

FBSJ will score and rank selected proposals by assigning a score between zero and the maximum score to each proposal criterion. FBSJ will recommend awarding the contract to the most responsive and responsible Respondent with the highest total proposal score.

Attachment A

**Optional Tasting**

The Optional Tasting is designed to solicit feedback from children, parents and Program and Partner Site staff on the quality of food provided by Respondents. Participants will be given a rubric by which to evaluate and rate the food. The evaluation and rating will be conducted blind.

- The tasting will be held at 3 selected partner sites between Mar 6 - 8.
- The number of participants at each individual site's tasting will not exceed 30 persons.
- Prospective Respondents must submit samples of their meals to FBSJ by **Monday, March 4** in the case of shelf-stable meals, and by 9AM on the date of the tastings in the case of fresh (refrigerated) meals, for the maximum quantity specified in the preceding bullet point.
- Respondents may not be present at the Tasting.

Where: Food Bank of South Jersey, 1501 John Tipton Blvd., Pennsauken, NJ 08110

FBSJ thanks all Respondents for their interest in receiving feedback on their product.

Attachment B

**Attachments Checklist**

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Respondent Company Name

Please complete this checklist to confirm that the items listed below have been included in your proposal. Place a checkmark or “x” next to each item submitted to FBSJ. For your proposal to be considered, all required attachments must be returned, including this checklist. Submit one copy of your proposal in a sealed package.

Attachment	Attachment Name
_____ 1	Cover Letter
_____ 2	Table of Contents
_____ 3	Attachments Checklist
_____ 4	Required Attachments
_____ 5	Minimum Qualifications
_____ 6	Proposal Questionnaire
_____ 7	Respondent References
_____ 8	Authorization Agreement
_____ 9	Fee Proposal
_____ 10	Sample 10-day Menu
_____ 11	Certifications

Attachment C

**Minimum Qualifications**

A Respondent must meet all of the following minimum qualifications to FBSJ's satisfaction to be given further consideration. Failure to satisfy any of the minimum qualifications may result in the immediate rejection of the proposal.

As of February 23, 2024, both the Respondent's company and its key personnel meet all of the following minimum qualifications:

1. The Respondent has at least 3 years of experience with food service programs.  
Yes \_\_\_\_\_ No \_\_\_\_\_
2. The Respondent has the resources and ability to provide 10,000 meals per week.  
Yes \_\_\_\_\_ No \_\_\_\_\_
3. The Respondent has the resources and ability manage DoorDash (or other 3<sup>rd</sup> party transportation) pick-ups from a facility under their management and/or to deliver to the Food Bank of South Jersey's warehouse in Pennsauken, NJ on a daily basis (Monday – Friday).  
Yes \_\_\_\_\_ No \_\_\_\_\_
4. The Respondent has professional references that demonstrate and evidence the ability to perform the required services.  
Yes \_\_\_\_\_ No \_\_\_\_\_
5. The Respondent is licensed to do business in the state of New Jersey.  
Yes \_\_\_\_\_ No \_\_\_\_\_

## Attachment D

### Proposal Questionnaire

This proposal questionnaire is intended to provide FBSJ with specific information concerning the Respondent's capability to provide services as described in the RFP. Please be as concise as possible and limit your responses **to no more than 300 words per question**, unless instructed otherwise. Type each question in the same order as listed in the questionnaire.

1. Provide a general description of your company's qualifications and experience relevant to the minimum qualifications in Attachment C, along with any necessary substantiating information. Limit your responses to information about your company's capabilities.
2. Provide a statement indicating the year your company was founded; what the primary business(es) of the company is(are); the length of time the company has been providing food service management services (food purchase, meal production, etc.) and related services as described in this RFP. In addition, provide the duration and extent of experience the company has with similar food management services.
3. Provide a general description of how your company will be able to provide the experience, ability, and financial standing necessary to meet the requirements set forth in this RFP, including risk assessment and mitigation plans. (500 words maximum)
4. Provide a complete list of clients that have discontinued or terminated your company's services in the last five years and the reason(s) why.
5. Provide a complete balance sheet or annual report (verified by a certified public accountant) for the last three years of operation.
6. Provide a recommended transition plan that describes the steps the Respondent will take to begin providing the services described in this RFP.



Attachment E

**Respondent References**

List at least two references to which the Respondent has provided food service management services within the past 5 year(s).

Failure to complete and return this Attachment will cause your proposal to be rejected.

<b>Reference 1 (required)</b>		
Name of Reference		
Street Address		
City	State	Zip Code
Contact Person	Contact Title	Contact Phone Number
Brief Description of Services Provided		
Dates of Service		
<b>Reference 2 (required)</b>		
Name of Reference		
Street Address		
City	State	Zip Code
Contact Person	Contact Title	Contact Phone Number
Brief Description of Services Provided		
Dates of Service		
<b>Reference 3 (optional)</b>		
Name of Reference		
Street Address		
City	State	Zip Code
Contact Person	Contact Title	Contact Phone Number
Brief Description of Services Provided		
Dates of Service		

Attachment F

**Authorization Agreement**

Request for Proposal for Food Service Management Company  
RFP Number: SM002

We, [FSMC Name], by our signature on this document certify the following:

1. That we will operate in accordance with all applicable New Jersey state and federal laws, regulations, and statutes.
2. That the terms, conditions, warranties, and representations made within this RFP and our proposal shall be binding upon us and shall be considered a part of the contract as if incorporated therein.
3. That the proposal submitted is a firm and irrevocable offer good for one year.
4. That we have carefully examined all terms and conditions set forth in the Fixed-price Contract issued by the Food Bank of South Jersey.
5. That we have made examinations and verifications and are fully conversant with all conditions under which services are to be performed for the Food Bank of South Jersey.
6. That negligence in the preparation or presentation of, errors in, or omissions from proposals shall not relieve us from fulfillment of any and all obligations and requirements in the resulting contract.

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Web Site Address: \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

Date Signed: \_\_\_\_\_

Attachment G

**Fee Proposal**

All costs are based on average daily participation of **1100** meals served on **5** days per week.

<b>COST BREAKDOWN</b>		
<b>Respondent Instructions</b>		
⇒ Provide a breakdown of all costs included in the fixed price, including personnel costs.		
⇒ Provide the cost per meal; base all food costs <b>on the attached 10-day cycle menu</b> .		
⇒ <b>Clearly identify all costs</b>		
Item #	Description <i>(Include All Goods and Services included in the Fixed Price)</i>	Annual Cost
1.		\$
2.		\$
3.		\$
4.		\$
<b>Sub Total</b>		\$
	<b>Personnel Costs</b>	<b>Annual Cost</b>
5.	Management Fee Per Meal	\$
6.	Consultant Fee Per Meal	\$
Sub Total		\$
<b>GRAND TOTAL</b>		\$

<b>COST PER MEAL</b>			
<b>Respondent Instructions:</b>			
⇒ Provide the cost per meal; base all food costs <b>on the attached 10-day cycle menu</b> .			
⇒ Prices must not include values for USDA Foods and must include all meal programs applicable.			
1. LINE ITEM	2. UNITS	3. RATE	4. TOTAL
Breakfast	20,000	\$	\$
Lunch	28,000	\$	\$
Snack	9,500	\$	\$
Dinner	900	\$	\$
<b>TOTAL</b>		\$	\$

<b>Bid Bond Percentage Required</b>	<b>Performance Bond Percentage Required</b>
Bid Bond: 10%	Performance Bond: 10%

Attachment H

**Debarment, Suspension, and Other Responsibility Matters**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 7 *CFR* Section 3017.510, for prospective participants in primary covered transactions, as defined at 7 *CFR* Section 3017.200:

- A. The FSMC certifies that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
  
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

---

FSMC/Company Name

Award Number, Contract Number, or Project Name

---

Name(s) and Title(s) of Authorized Representatives

---

Signature(s)

Date

Attachment I

**Sample 10-day Menu (includes ice)**

<b>Week 1</b>					
Component	Monday	Tuesday	Wednesday	Thursday	Friday
<b>Breakfast</b>					
Grain					
Fruit					
Dairy					
<b>Lunch/Dinner</b>					
Protein					
Grain					
Fruit/Veg					
Milk/Water					
<b>Snack</b>					
Grain					
Protein					
Fruit/Veg					
Milk/Water					
<b>Week 2</b>					
Component	Monday	Tuesday	Wednesday	Thursday	Friday
<b>Breakfast</b>					
Grain					
Fruit					

Dairy					
Lunch/Dinner					
Protein					
Grain					
Fruit/Veg					
Milk/Water					
Snack					
Grain					
Protein					
Fruit/Veg					
Milk/Water					

Attachment J

Certificate of Independent Price Determination

Both FBSJ and FSMC shall execute this Certificate of Independent Price Determination.

Name of FSMC \_\_\_\_\_ Food Bank of South Jersey \_\_\_\_\_
Name of Program Sponsor

- A. By submission of this offer, the offeror (FSMC) 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...
2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed...
3. No attempt has been made or will be made by the offeror to induce any person or firm to submit, or not to submit, an offer for the purpose of restricting competition.
B. Each person signing this offer on behalf of the offeror certifies that:
1. He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein...
2. He or she is not the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision...

To the best of my knowledge, this vendor and 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 (provide detail):

Signature of FSMC's Authorized Representative Title Date

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

Signature of FBSJ's Authorized Representative Title Date

Note: Accepting a Respondent's offer does not constitute award of the contract.



**Fixed-Price Contract**  
FOOD SERVICE MANAGEMENT COMPANY

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*Food Bank of South Jersey*  
SUMMER MEALS PROGRAM

1501 John Tipton Blvd., Pennsauken, NJ 08110

mobile: 856.341.5740

fax: 856.662.4489



# Fixed-Price Contract

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## Contract Summary

<b>FOOD SERVICES CONTRACT</b>	<b>CONTRACT NUMBER</b>
	<b>REGISTRATION NUMBER</b>
<b>1</b> This contract is entered into between the program FBSJ and the food service management company named below:	
<b>PROGRAM FBSJ NAME</b> Food Bank of South Jersey	
<b>FOOD SERVICE MANAGEMENT COMPANY NAME</b>	
<b>2</b> The term of this Contract is for four months, commencing on <b>6/24/24</b> and ending on <b>8/30/24</b>	
<b>3</b> The maximum dollar amount of this Contract is equal to the fixed price per meal multiplied by the number of meals served <b>\$</b>	
<b>4</b> The parties herein agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Contract.	
Request for Proposal Released	ii
FSMC Proposal Received	Enter page(s)
Attached Terms and Conditions	2-21
Exhibit A: Scope of Work	22-25
Exhibit B: Schedule of Fees	26
IN WITNESS WHEREOF, the parties hereto have executed this Contract.	
<b>FOOD SERVICE MANAGEMENT COMPANY</b>	
NAME of FSMC (if other than an individual, state whether a corporation, partnership, etc.)	
<b>BY (Authorized Signature)</b> 	<b>DATE SIGNED (do not type)</b>
<b>PRINTED NAME AND TITLE OF PERSON SIGNING</b>	
<b>ADDRESS</b>	
<b>PROGRAM FBSJ</b>	
<b>NAME of Program FBSJ</b> Food Bank of South Jersey	
<b>BY (Authorized Signature)</b> 	<b>DATE SIGNED (do not type)</b>
<b>PRINTED NAME AND TITLE OF PERSON SIGNING</b>	

## Fixed-Price Contract

### I. Introduction

The Food Bank of South Jersey, hereinafter referred to as FBSJ, enters into this Contract with [food service management company name], hereinafter referred to as the food service management company (FSMC) to provide food service management assistance for FBSJ’s Summer Meals food service program, hereinafter referred to as “Services.” During the term of this Contract, the FSMC will provide services to FBSJ as described in the Scope of Work (Exhibit A) of this Contract.

### II. General Terms and Conditions

#### A. Term

The term of this contract is four months. The FSMC shall commence providing Services under the Contract on June 24, 2024, and continue through August 30, 2024. Execution of all contracts and amendments is contingent on approval by the FBSJ CFO.

#### B. Designated Contract Liaisons

FBSJ Liaison for Services		FSMC Liaison for Services	
Name: Chris Luebbe		Name:	
Title: Senior Manager of Programs & Services		Title:	
Phone: 856.662.4884 x127	Cell Phone: 856.341.5740	Phone:	Cell Phone:
Fax: 856.662.4489	E-mail: cluebbe@foodbanksj.org	Fax:	E-mail:

Respondents shall serve or deliver by postal mail all legal notices to:

FBSJ	FSMC
Name: Chris Luebbe	Name:
Title: Senior Manager of Programs & Services	Title:
Address: 1501 John Tipton Blvd., Pennsauken, NJ 08110	Address:

## C. Fees

### 1. Fixed-price Contracts

FBSJ will pay the FSMC at a fixed rate per meal. The fixed rate per meal includes all fees and charges indicated in the Schedule of Fees (Exhibit B) of this Contract. The FSMC shall take discounts, rebates, and other credits into account when formulating their prices for this fixed-price contract.

### 2. Payment Terms

The FSMC shall submit weekly invoices by Tuesday of the following week that reflect all activity for the previous week. The FSMC must submit detailed cost documentation monthly to support all charges to FBSJ. Charges and expenses are included in the Schedule of Fees (Exhibit B). All costs, charges, and expenses must be mutually agreeable to FBSJ and the FSMC, and must be allowable costs consistent with the cost principles in Title 2, *Code of Federal Regulations (2 CFR)*, parts 225 or 230, as applicable. FBSJ will pay invoices submitted by the FSMC within 30 business days of the invoice date. FBSJ will pay invoices received by its accounting department by the Friday of the week following receipt if the invoices pass FBSJ's audit. FBSJ will notify the FSMC of invoices that do not pass audit, which FBSJ will not pay until the invoices have passed audit, with no penalty accruing to FBSJ.

### 3. Spoiled or Unwholesome Food

FBSJ shall make no payment to the FSMC for meals that, in FBSJ's determination, are spoiled or unwholesome at the time of delivery, do not meet detailed food component specifications as developed by FBSJ for the meal pattern, or do not otherwise meet the requirements of this Contract (7 *CFR* Section 210.16[c][3]).

### 4. Noncompliance

FSMC will not be paid for unauthorized menu changes, incomplete meals, rejected meals not delivered within the specified delivery time, and meals rejected because they do not comply with the specifications. FBSJ reserves the right to obtain meals from other sources if meals are rejected due to any of the stated reasons. FSMC will be responsible for any excess cost but will receive no adjustment in the event the meals are procured at a lesser cost. FBSJ or inspecting agency shall notify FSMC in writing as to the number of meals rejected and the reasons for rejection.

#### **D. Contract Cost Adjustment**

The renegotiation of price terms under this Contract is permitted only upon the occurrence of unpredictable, unexpected conditions beyond the control of both parties. If those conditions create a significant and material change in the financial assumptions upon which the price terms of this contract were based, then those price terms so affected may be renegotiated by both parties. Renegotiation of price terms under such conditions must be mutual and both parties must agree on any changes in price terms. Any adjustments so negotiated and agreed upon must accurately reflect the change in conditions. The occurrence of contingencies that are foreseeable and predictable, but not certain, should be calculated into the defined price terms, to the extent possible, with the goal of minimizing the need for renegotiation of price terms during the term of the Contract. Substantive changes of the Contract will require FBSJ to rebid the Contract.

#### **E. Availability of Funds**

Every payment obligation of FBSJ under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. FBSJ may terminate this Contract at the end of the period for which funds are available if funds are not allocated and available for the continuance of this Contract. In the event FBSJ exercises this provision, no liability shall accrue to FBSJ and FBSJ shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.

#### **F. Timeliness**

Time is of the essence in this Contract.

#### **G. Approval**

This Contract has no force or effect until it is signed by both parties and is approved by the FBSJ CFO.

#### **H. Amendment**

No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by both parties, and approved by the FBSJ CFO. Any oral understanding or agreement not incorporated into the Contract in writing and approved by the FBSJ CFO is not binding on either party.

#### **I. Substantive Changes to Contract**

Any change to this Contract that results in a material change or any proposed renewals of this Contract may, at the determination of the FBSJ CFO, either void

this Contract or require FBSJ to rebid the Contract. Following are examples of substantive changes that could require FBSJ to rebid the Contract:

- The addition of a program
- A major shift in responsibilities for FSMC/FBSJ staff
- A modification that changes the scope of the Contract or increases the price of the Contract by more than the applicable federal, state, or local small purchase threshold (7 *CFR* Section 3016.36[g][2][iv] and [v])

#### **J. Subcontract/Assignment**

No provision of this Contract shall be assigned or subcontracted without prior written approval of FBSJ.

#### **K. Written Commitments**

Any written commitment by the FSMC relative to the services herein shall be binding upon the FSMC. Failure of the FSMC to fulfill any such commitment shall render the FSMC liable for damages due to FBSJ. Such written commitments include, but are not limited to:

- Any warranty or representation made by the FSMC in any publication, drawing, or specifications accompanying or referred to in the proposal pertaining to the responsiveness of the proposal
- Any written notifications, affirmations, or representations made by the FSMC in, or during the course of, negotiations that are incorporated into a formal amendment to the proposal

#### **L. Trade Secrets/Copyrights**

The FSMC and FBSJ shall designate any information they consider confidential or proprietary—including recipes, surveys and studies, management guidelines, operational manuals, and similar documents—that FBSJ and FSMC regularly use in the operation of their business or that they develop independently during the course of this Contract. Information so designated and identified shall be treated as confidential by the FSMC and FBSJ, and the FSMC and FBSJ shall exercise the same level of care in maintaining the confidences of the other party as they would employ in maintaining their own confidences, unless disclosure is otherwise required under the law. All such materials shall remain the exclusive property of the party that developed them and shall be returned to that party immediately upon termination of this Contract.

#### **M. Severability**

Should any provision(s) of this Contract be declared or found to be illegal, unenforceable, ineffective, and/or void, then each party shall be relieved of any obligations arising from such provision(s). The balance of this Contract, if capable of performance, shall remain and continue in full force and effect.

**N. Counterparts**

This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

**O. Silence/Absence/Omission**

Any silence, absence, or omission from the Contract specifications concerning any point shall mean that only the best commercial practices are to prevail. Only those materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by FBSJ are to be used.

**P. Indemnification**

The FSMC shall indemnify and hold harmless FBSJ, or any employee, director, agent, or Board Member of FBSJ, from and against all claims, damages, losses, and expenses (including attorney's fees and court costs incurred to defend litigation), and decrees or judgments whatsoever arising from any and all injuries, including death or damages to or destruction of property resulting from the FSMC's acts or omissions, willful misconduct, negligence, or breach of the FSMC's obligations under this Contract by the FSMC, its agents, employees, or other persons under its supervision and direction.

The FSMC shall not be required to indemnify or hold harmless FBSJ from any liability or damages arising from FBSJ's sole acts or omissions.

FSMC expressly agrees to defend any suit against FBSJ for personal injury, sickness or disease arising out of consumption or use of products purchased from FSMC (as well as suit for loss resulting from pilferage by FSMC's employees). FBSJ shall promptly notify FSMC in writing of any claims against either FSMC or FBSJ, and if suit has been filed, shall forward to FSMC all papers received in connection therewith. FBSJ shall not incur expense or enter into settlement without FSMC's consent, provided however, that if FSMC shall refuse or fail to defend, FBSJ may defend, adjust, or settle any such claim, and the costs thereby incurred, including reasonable attorney fees, will be charged to FSMC.

**Q. Sanctions**

For the breach of the Contract and associated benefits:

If the FSMC causes the breach, the FSMC assumes liability for any and all damages, including excess cost to FBSJ in procuring similar services, and is liable for administrative, contractual, and legal remedies, as applicable.

## **R. Force Majeure**

1. Neither party shall be liable to the other for delay in, or failure of, performance nor shall any such delay in, or failure of, performance constitute default if such delay or failure is caused by force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure may include, but is not restricted to, acts of God, the public enemy, acts of the state in its sovereign capacity, fires, floods, power failure, disabling strikes, epidemics, quarantine restrictions, and freight embargoes.
2. Force majeure does not include any of the following occurrences:
  - Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market
  - Late performance by a subcontractor of FSMC, unless the delay arises out of a force majeure occurrence
  - Inability of either the FSMC or any of its subcontractors to acquire or maintain any required insurance, bonds, licenses, or permits
3. If either party is delayed at any time in the progress of work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as practicable and no later than the following work day or the commencement thereof, and shall specify the causes of such delay. Such notice shall be sent by postal mail with a certified return receipt requested or by email and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time for completion shall be extended by contract amendment, as long as the amended period does not violate 7 *CFR* Section 210.16(d). ***Duration of contract.*** The contract between FBSJ and food service management company shall be of a duration of no longer than 1 year; and options for the yearly renewal of a contract signed after February 16, 1988, may not exceed 4 additional years. All contracts shall include a termination clause whereby either party may cancel for cause with 60-day notification.



4. Any delay or failure in performance by either party caused by force majeure shall not constitute default, nor give rise to any claim for damages or loss of anticipated profits.

**S. Nondiscrimination**

Both FBSJ and FSMC agree that no child who participates in the Summer Meals program will be discriminated against on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income derived from any public assistance program or protected genetic information. (Not all prohibited bases will apply to all programs and/or employment activities.)

**T. Compliance with the Law**

The FSMC shall comply with all laws, ordinances, rules, and regulations of all applicable federal, state, county, and city governments, bureaus, and agencies regarding purchasing, sanitation, health, and safety for the food service operations and shall procure and maintain all necessary licenses and permits. FBSJ shall cooperate, as necessary, in the FSMC's compliance efforts.

**U. Choice of Law**

This Contract shall be construed under the laws of the state of New Jersey, where applicable, without giving effect to the principles of conflict of laws. Any action or proceeding arising out of this Contract shall be heard in the appropriate courts in New Jersey.

**V. Advice of Counsel**

Each party acknowledges that, in executing this Contract, such party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Contract.

**III. Relationship of the Parties**

- A. The FSMC's relationship with FBSJ will be that of an independent FSMC and not that of an employee of or supervisor for FBSJ. The FSMC will not be eligible for any employee benefits, nor will FBSJ make deductions from payments made to the FSMC for taxes; all of which will be the FSMC's responsibility. The FSMC agrees to indemnify and hold FBSJ harmless from any liability for, or assessment of, any such taxes imposed on FBSJ by

relevant taxing authorities. The FSMC will have no authority to enter into contracts that bind FBSJ or create obligations on the part of FBSJ.

- B.** All services to be performed by the FSMC will be as agreed between the FSMC and FBSJ.
- C.** FSMC shall not subcontract for the total meal or for the assembly of the meal, and shall not assign, without the advance written consent of FBSJ, this contract, or any interest therein
- D.** In the event of any assignment, FSMC shall remain liable to FBSJ as principal for the performance of all obligations under this contract.
- E.** FBSJ is the responsible authority for the settlement and satisfaction of all contractual and administrative issues arising in any way from this Contract. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of a contractual nature.

#### IV. Food Service Program

##### A. Food Service Management Company Responsibilities

1. The FSMC shall be responsible for all procurement related to meal production.
2. The FSMC shall, to the maximum extent practicable, purchase domestic commodities or products (7 *CFR* Section 210.21[d][2]). **Buy American – (1) Definition of domestic commodity or product.** In this paragraph (d), the term ‘domestic commodity or product’ means – (i) An agricultural commodity that is produced in the United States; and (ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.
3. The FSMC shall be responsible for meal production.
4. The FSMC shall follow all federal and state guidelines regarding food recall and associated complaints.

##### B. Food Bank of South Jersey Responsibilities

1. FBSJ will monitor the food service operation through periodic on-site visits.
2. FBSJ shall retain control of the quality, extent, and general nature of the food service program.
3. FBSJ reserves the right to add or delete food service sites by amendment to the initial list of approved sites on Schedule A and to make changes in the approved level for the maximum number of meals which may be served under the program at each site. FBSJ shall notify FSMC in writing of all sites which are approved, canceled, or terminated after the acceptance of this contract and of any change in the approved level of meal service for a site. Such amendments shall be provided at least 72 hours in advance of the effective date of the change.
4. FBSJ shall retain responsibility for developing the meal pattern for students with disabilities, when their disability restricts their diet, and for those students without disabilities who are unable to consume the regular lunch because of medical or other special dietary needs.
5. FBSJ shall retain signature authority and be responsible for all contractual agreements entered into in connection with the Summer Meals food service program.

6. FBSJ shall maintain applicable health certification and ensure that all state and local regulations are being met at the FBSJ facility, as well as Summer Meals partner sites.

## **V. Meal Responsibilities**

### **A. The FSMC shall:**

1. Deliver meals to FBSJ on such days and at such times as requested by FBSJ.
2. Provide adequate refrigeration or heating during delivery of all food to ensure the wholesomeness of all food at the time of delivery in accordance with state and/or local health codes.
3. Provide meals to FBSJ's food service program that meet the requirements as specified in this Contract Section VI, and Schedules B and C.
4. FSMC will deliver meals daily in accordance with the 10-day cycle menu which appears on Schedule D. When an emergency exists which might prevent FSMC from delivering a specified meal component, FBSJ shall be notified immediately so partner sites can be informed of the menu change. FBSJ reserves the right to suggest menu changes within the agreed upon cost per meal stated in the Schedule of Fees periodically throughout the contract period.

### **B. FBSJ shall:**

1. Retain sole control of the service of meals.
2. Order meals at least 7 days (or less if mutually agreed upon by the FSMC and FBSJ) prior to the date of delivery. Orders will be placed for a number of operating days mutually agreed upon by FBSJ and FMSC and will include breakdown totals for each site and each type of meal. FBSJ reserves the right to increase or decrease the number of meals ordered on a 72-hour notice, or less if mutually agreed upon between FBSJ and FMSC.

## VI. Meal Specifications

### A. Packaging

1. Hot Meal Unit - Package must be suitable for maintaining meals in accordance with local health standards. Container and overlay should have an airtight closure and be of non-toxic material.
2. Cold Meal Unit (or Unnecessary to Heat) - Container and overlay to be plastic or paper and non-toxic.
3. Sandwich is to be individually wrapped in addition to the overlay on the container.
4. Cases - Each case to be labeled. Label to include:
  - (a) Processor's name and address (plant)
  - (b) Item identity, meal type
  - (c) Date of production
  - (d) Quantity of individual units per case
5. Meals shall be delivered with appropriate nonfood items: condiments, straws for milk, napkins, single service ware, etc. FSMC shall insert the types of condiments that are necessary for the meals on Schedule D, Week 1, and Week 2 Cycle Menus.
6. Individual containers shall be delivered in cases constructed to prevent damage to the containers inside. An equal number of containers must be in each case, except one, which may have fewer to allow for the exact number of meals ordered.
7. FBSJ shall require that FSMC provide means for maintaining adequate temperatures of meals after delivery for a period that covers that meal service (i.e., two hours for lunch, one hour for all other meal types).
8. FSMC shall maintain on file for each container the name of the supplier, the telephone number, and a product label specifying ingredients for any food product unitized for meals under this contract. FSMC shall be able to immediately supply this information to FBSJ and/or the New Jersey Department of Health for any meal served at any site listed on Schedule A.
9. All components of a cold meal shall be unitized in a container before delivery to a site. The container and overlay shall be plastic, paper, non-toxic metallic or biodegradable material. Milk and/or juice and/or water may be enclosed in the unitized container.

10. All components of a hot meal shall be unitized in one or two containers before delivery to the site. If two containers are used, one will store the hot portions and one will store the cold portions of the meal. The container and overlay should be an airtight closure and shall be aluminized or non-toxic metallic or biodegradable nonflammable material. Milk and/or juice and/or water may be enclosed in the cold portion container.
11. Containers shall have the strength to prevent crushing of food and shall package the meals so that they are completely unexposed to the elements.

## **B. Delivery**

1. Meals are to be packed and staged for pick-up by 3<sup>rd</sup> party transportation at the production facility in coordination with FBSJ staff and/or delivered on mutually agreed upon schedules and times, unloaded, and placed in the designated location by FSMC's personnel at The Food Bank of South Jersey's facility and/or at pickup Hubs, where they will be picked up by 3<sup>rd</sup> party transportation. FBSJ staff will coordinate the pickups
2. FBSJ reserves the right to add or delete food service sites by amendment to the initial list of approved sites on Schedule A and to make changes in the approved level for the maximum number of meals which may be served under the program at each site. FBSJ shall notify FSMC in writing of all sites which are approved, canceled, or terminated after the acceptance of this contract and of any change in the approved level of meal service for a site. Such amendments shall be provided at least 72 hours in advance of the effective date of the change.
3. FSMC shall be responsible for the staging and/or delivery of meals at the specified time.
4. FSMC must provide the exact number of meals ordered. Partner Sites and FBSJ Receiving will check the delivery and meals to ensure compliance with the meal specifications and requirements before signing the delivery ticket (or BOL). Counts of meals will be made by Partner Sites and FBSJ Receiving before meals are accepted. Invoices shall be accepted by FBSJ only if the accompanying delivery tickets have been signed by Partner Sites and/or FBSJ Receiving.
5. Hot and cold portions of meals must be delivered at the same time. Adequate refrigeration or heating shall be provided during delivery of all food to ensure the wholesomeness of all food at the time of delivery in accordance with state and/or local health codes.

6. Cold meals shall be delivered to FBSJ at a maximum temperature of 45 degrees Fahrenheit, but they shall not have a temperature of less than 32 degrees Fahrenheit at the scheduled time of delivery.
7. The vehicle and/or case unitized to deliver cold meals shall have the capability of keeping the product below 45 degrees Fahrenheit until the time of delivery.
8. Hot meals shall be delivered to FBSJ at a temperature of at least 140 but not to exceed 160 degrees Fahrenheit.
9. The vehicle or case utilized to deliver hot meals shall have the capability of keeping the product above 140 degrees Fahrenheit until the time of delivery.

**C. Food Preparation**

Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery.

**D. Food Specifications**

1. All meals must meet the food specifications and quality standards as set forth in Schedules B and C and conform to the cycle menu cycle on Schedule D.
2. All meat and meat products, except sausage products, shall have been slaughtered, processed, and manufactured in plants inspected under a USDA approved inspection program and bear the appropriate seal. All meat and meat products must be sound, sanitary, and free of objectionable odors or signs of deterioration on delivery.
3. Milk and milk products are defined as: "pasteurized fluid types of flavored or unflavored whole milk, low fat milk, skim milk or cultured buttermilk which meet state and local standards for such milk. All milk should contain vitamins A and D at the levels specified by the Food and Drug Administration and consistent with state and local standards for such milk." Milk delivered hereunder shall conform to these specifications.

**VII. Books and Records**

- A. FBSJ and the FSMC must provide all documents as necessary for an independent auditor to conduct FBSJ's single audit. The FSMC shall maintain such records as FBSJ will need to support its Claims for Reimbursement. Such records shall be made available to FBSJ upon

request and shall be retained in accordance with 7 *CFR* Section 210.16(c)(1).

- B.** FBSJ and the FSMC shall, upon request, make all accounts and records pertaining to the nonprofit food service program available to the CDE and USDA FNS for audit or review at a reasonable time and place. Each party to this Contract shall retain such records for a period of three (3) years after the date of the final Claim for Reimbursement for the fiscal year in which this Contract is terminated, unless any audit findings have not been resolved. If audit findings have not been resolved, then records shall be retained beyond the three-year period as long as required for resolution of issues raised by the audit (7 *CFR* Section 210.9[b][17]).
- C.** The FSMC shall not remove state or federally required records from FBSJ premises upon contract termination.
- D.** FBSJ and the FSMC shall allow the CDE, USDA, the Comptroller General of the United States, or any of their duly authorized representatives access to any books, documents, papers, and records of the FSMC that are directly pertinent to the Contract for the purpose of making any audit, examination, excerpts, and transcriptions (7 *CFR* Section 3016.36[i][10]).
- E.** Delivery tickets or BOLs must be prepared by Contractor at a minimum in two copies: one for Contractor and one for the site personnel and/or the Sponsor. Delivery tickets must be itemized to show the number of meals of each type delivered to each site.
- F.** Contractor shall maintain records including delivery tickets/BOLs, invoices, receipts, purchase orders, production records or other evidence to support payments and claims.
- G.** The books and records of FSMC pertaining to this contract shall be available for inspection and audit by representatives of FBSJ and/or an independent auditor at any reasonable time and place for a period of three years from the date of receipt of final payment from FBSJ or until the final resolution of any outstanding investigations or audits.

## **VIII. Monitoring and Compliance**

- A.** The FSMC warrants and certifies that in the performance of this Contract it will comply with all applicable statutes, rules, regulations, and orders of the United States and the state of New Jersey.



## IX. Certifications

- A. The FSMC warrants and certifies that in the performance of this Contract, it will comply with the rules and regulations of the USDA, and any additions or amendments thereto, including but not limited to 2 *CFR* parts 225 and 230; 7 *CFR* parts 210, 220, 225, 245, 250, 3016, and/or 3019; and USDA FNS Instruction and policy, as applicable. The FSMC agrees to indemnify FBSJ against any loss, cost, damage, or liability by reason of the FSMC's violation of this provision.
- B. The FSMC shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations.
- C. FBSJ and FSMC shall comply with all applicable standards, orders, or regulations issued, including:
- Section 306 of Clean Air Act (42 *U.S.C.* 1847[h]): <http://www.gpo.gov/fdsys/pkg/USCODE-2013-title42/pdf/USCODE-2013-title42-chap85-subchapIII-sec7602.pdf>
  - Section 508 of the Clean Water Act (33 *U.S.C.* 1368): <http://www.gpo.gov/fdsys/pkg/USCODE-2013-title33/pdf/USCODE-2013-title33-chap26.pdf>
  - [Executive Order 11738: http://www.epa.gov/isdc/eo11738.htm](http://www.epa.gov/isdc/eo11738.htm)
  - Environmental Protection Agency (EPA) regulations at Title 40, *Code of Federal Regulations*, Part 15, et seq. ([http://www.ecfr.gov/cgi-bin/text-idx?SID=9ed90ed6fc9c89c5c8465c743584c79a&tpl=/ecfrbrowse/Title40/40tab\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=9ed90ed6fc9c89c5c8465c743584c79a&tpl=/ecfrbrowse/Title40/40tab_02.tpl)). Environmental violations shall be reported to the USDA and the U.S. EPA Assistant Administrator for Enforcement, and the FSMC agrees not to use a facility listed on the EPA's List of Violating Facilities
- D. Contract Work Hours and Safety Standards Act Compliance: <http://www.dol.gov/compliance/laws/comp-cwhssa.htm> .

In performance of this Contract, the FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.

## X. Insurance

The parties shall maintain the following insurances:

**A. Workers' Compensation Insurance**

Each party shall maintain Workers' Compensation Insurance coverage as required by New Jersey state law, and Employers' Liability in the amount of one million dollars (\$1,000,000.00) for each accident covering all employees employed in connection with Summer Meals Program operations.

**B. Comprehensive or Commercial Insurance**

The FSMC shall maintain during the term of this Contract, for protection of FBSJ and the FSMC, Comprehensive or Commercial General Bodily Injury and Property Damage Liability Insurance with a Combined Single Limit of not less than one million dollars (\$1,000,000.00) for each occurrence and three million dollars (\$3,000,000.00) in the aggregate, including, but not limited to, Personal Injury Liability, Broad Form Property Damage Liability on the FSMC-owned property, Blanket Contractual Liability, and Products Liability, covering only the operations and activities of the FSMC under the Contract and, upon request, shall provide FBSJ with a certificate evidencing such policies. The insurance policies shall contain covenants by the issuing company that the policies shall not be canceled without 30 days prior written notice of cancellation to FBSJ. With the exception of Workers' Compensation Insurance, FBSJ shall be named as an additional insured under the FSMC's policies of insurance to the extent FBSJ is indemnified pursuant to this Contract.

**C. Property Insurance**

FBSJ shall maintain, or cause to be maintained, a system of coverage either through purchased insurance, self-insurance, or a combination thereof to keep the buildings, including the premises, and all property contained therein insured against loss or damage by fire, explosion, or other cause normally covered by standard broad form property insurance.

**XI. Termination**

Either party may terminate this Contract at any time upon 14-days' written notice (7 *CFR* Section 210.16[d]).

Either party may cancel for cause with a 14-day notification if either party breaches a provision of this Contract ("cause"). The nonbreaching party shall give the other party notice of such cause. If the cause is not remedied within 7 days, the nonbreaching party shall give a 7-day notice to the breaching party of their intent to terminate this Contract

upon expiration of the 7-day period. This Contract may be terminated, in whole or in part, for convenience by FBSJ with the consent of the FSMC, in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated (7 *CFR* Section 3016.36[i][2]). The Contract may also be terminated, in whole or in part, by the FSMC upon written notification to FBSJ, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of a partial termination, if FBSJ determines that the remaining portion of the Contract will not accomplish the purposes for which the Contract was made, FBSJ may terminate the Contract in its entirety under either 7 *CFR*, Section 3016.43, or 7 *CFR*, Section 3016.44(a), pursuant to 7 *CFR* Section 3016.44. The rights of termination referred to in this Contract are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.

**Scope of Work**

**1. Overview of FBSJ Summer Meals Food Service Program**

- A. Scale. FBSJ partners with 60-70 partner sites who provide food service to approximately 3,000 children. The Summer Meals Program provides approximately 150,000 meals during its 10-week period of operation.
  
- B. Management Goals. FBSJ’s Summer Meals Program is intended to provide nutritious, appealing meals with menu variety and flexibility of storage requirements (i.e. refrigerated, frozen, and shelf-stable), service (i.e. little or no preparation), and packaging (i.e. individually packaged, bagged/cased in multi-meal sets), depending on site needs and capacity.

**Participation:**

MEALS	SITES	MAX TOTAL ENROLLMENT*	AVERAGE DAILY PARTICIPATION
Breakfast	45	3000	550
Lunch	50	3000	750
Dinner	2	1000	50
Snack	30	3000	400

\*These numbers are based on projections from site participation from Summer 2023. There is no guarantee these numbers will be met.

**2. Description of FSMC Responsibilities**

General: the FSMC selected pursuant to this RFP will provide the following: Produce and/or assemble meals that meet the requirements and specifications enumerated in the Contract, paragraphs VI.A, C, and D. Deliver the meals to FBSJ at times mutually agreed upon by the FSMC and FBSJ.

Responsibilities of the FSMC shall include:

**A. Meal Production**

Be responsible for purchasing standards and specifications that will result in the best quality of products and services at the lowest price for the food service program.

All transactions shall be conducted in a manner so as to provide maximum open and free competition as provided by statute and regulation.

The grade, purchase unit, style, weight, ingredients, formulation, etc., shall be in compliance with applicable statutes and regulations.

Purchase food and/or supplies (if applicable); if authorized by FBSJ, the FSMC shall purchase food used by the food service operation and the purchasing of food shall not displace SFA staff or delegate responsibilities of FBSJ to the FSMC.

Recommend new or improved procedures for the requisition, receipt, and verification of all supplies used by the food service operation

Be responsible for all aspects of procurement and meal production.

## **B. Menus**

Adhere to the 10-day cycle menu for the first 10 days of meal service; thereafter, the FSMC may only make changes with FBSJ's approval (7 *CFR* 210.16[b][1]).

Develop menus that will result in the best quality of products and services at the lowest price for the food service program.

Provide menus to FBSJ at least 3 weeks prior to the Summer Meals Program start date, to assure compliance with all applicable statutes and regulations; include menu recommendations to meet the needs of students with special dietary needs or disabilities.

## **C. Quality Control**

Establish a structure or process to routinely and continuously gather input from FBSJ Summer Meals staff to ensure the most effective and efficient operation possible.

## **D. Staff**

Commit sufficient staff to manage customer service and issue resolution in a timely manner such that response time to day-of delivery issues is no longer than 30 minutes.

## **E. Records**

Delivery tickets must be prepared by FSMC at a minimum in two copies: one for FSMC and one for the site personnel and/or FBSJ. Delivery tickets must be itemized to show the number of meals of each type delivered to each site.

FSMC shall maintain records including delivery tickets, invoices, receipts, purchase orders, production records or other evidence to support payments and claims.

The books and records of FSMC pertaining to this contract shall be available for inspection and audit by representatives of FBSJ and/or an independent auditor at any reasonable time and place for a period of three years from the date of receipt of final payment from FBSJ or until the final resolution of any outstanding investigations or audits.

Maintain full and complete financial and inventory records sufficient to meet federal and state requirements and that are in accordance with generally accepted accounting procedures.

Maintain employment records that show FSMC staff have all professional and health certifications as required by federal or state law and FBSJ.

#### **F. Reports**

Provide FBSJ with monthly operating statements and other information determined by FBSJ regarding the food service programs.

#### **G. Delivery**

Stage meals for pick-up by 3<sup>rd</sup> party transportation in coordination with FBSJ staff and/or deliver meals on time to FBSJ and/or pickup Hubs according to the mutually agreed upon schedules.

Provide recipients with itemized delivery slip or Bill of Lading.

### **3. Specific FSMC Tasks**

- A. Process Orders  
Process meal orders in a timely manner and send confirmation to FBSJ within 24 hours
- B. Process Order changes  
Process order changes in a timely manner and send confirmation to FBSJ within 24 hours
- C. Notify FBSJ of any delays or anticipated failure of deliveries  
Notify FBSJ of any delays or anticipated failure of deliveries no later than 8AM on the scheduled date of delivery

- D.    Resolve Issues  
      Coordinate with FBSJ Summer Meals staff to resolve any issues in a timely manner
  
- E.    Send menu changes  
      Submit menu changes to FBSJ at least 1 week in advance of planned implementation
  
- F.    Send delivery routes  
      Send delivery routes to FBSJ at least 24 hours in advance
  
- G.    Issue invoices  
      Issue invoices on a weekly basis. With no less than 30 day term
  
- H.    Process credit requests  
      Process credit requests within 2 weeks of receipt.

Exhibit B

**Schedule of Fees**

The costs included in the Cost per Meal table comprise the fixed price per meal. The fees are agreed upon by both parties and represent allowable food service costs in accordance with 2 *CFR* parts 225 and 230 as applicable.

**All costs are based on the average daily participation of 3,000 children in the program and 50 program days.**

**Cost per Meal**

Note: Prices must **not** include values for USDA Foods, and must include **all** meal programs.

<b>LINE ITEM</b>	<b>UNITS*</b>	<b>RATE</b>	<b>TOTAL</b>
Breakfast		\$	\$
Lunch		\$	\$
Snacks		\$	\$
TOTAL		\$	\$

\*Units to be provided by FBSJ



## **Schedule A: Partner Sites**

See separate Excel attachment: "FBSJ SM '24 Schedule A". NB: This Schedule is based on the previous year's program and is subject to change. It is provided as a baseline estimate ONLY and will be replaced with current year information by June 3, 2024.

## SCHEDULE B FBSJ Summer Meals Program (SMP)

### Meal Patterns

#### Breakfast Meal Pattern

1 milk or yoghurt <sup>1</sup>	1 cup	fluid milk or non/low-fat yoghurt
1 fruit/vegetable	1/2 cup	juice <sup>2</sup> , 1 fruit and/or vegetable
1 grains/bread <sup>3</sup>	1 slice 1 serving 3/4 cup 1/2 cup 1/2 cup	bread or cornbread or biscuit or roll or muffin or cold dry cereal or hot cooked cereal or pasta or noodles or grains

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1. Yogurt may be plain or flavored, unsweetened, or sweetened.
  2. Fruit or vegetable juice must be full-strength, 100 juice, and preferably calcium and vitamin D fortified.
  3. Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.

#### Lunch or Supper Meal Pattern

1 milk or water or flavored water <sup>1</sup>	1 cup	fluid milk or bottled water (plain or flavored)
2 fruits/vegetables	3/4 cup	Juice <sup>2</sup> , 1 fruit and/or vegetable
1 grains/bread <sup>3</sup>	1 slice 1 serving 1/2 cup 1/2 cup	bread or cornbread or biscuit or roll or muffin or hot cooked cereal or pasta or noodles or grains
1 meat/meat alternate	2 oz. 2 oz. 2 oz. 1 large 1/2 cup 4 Tbsp. 1 oz. 8 oz.	lean meat or poultry or fish <sup>4</sup> or alternate protein product or cheese or egg or cooked dry beans or peas or peanut or other nut or seed butter or nuts and/or seeds <sup>5</sup> or yogurt <sup>6</sup>

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1. Flavored water must not contain artificial flavors or sweeteners.
  2. Fruit or vegetable juice must be full-strength. Full strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.
  3. Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.
  4. A serving consists of the edible portion of cooked lean meat or poultry or fish.
  5. Nuts and seeds may meet only one-half of the total meat/meat alternate serving and must be combined with another meat/meat alternate to fulfill the lunch or supper requirement.
  6. Yogurt may be plain or flavored, unsweetened, or sweetened.

## Snack (Supplement) Meal Pattern

1 milk or water or flavored water	1 cup	fluid milk
1 fruit/vegetable	3/4 cup	Juice <sup>1</sup> , 1 fruit and/or vegetable
1 grains/bread <sup>2</sup>	1 slice 1 serving 3/4 cup 1/2 cup 1/2 cup	bread or cornbread or biscuit or roll or muffin or cold dry cereal or hot cooked cereal or pasta or noodles or grains
1 meat/meat alternate	1 oz. 1 oz. 1 oz. 1/2 large 1/4 cup 2 Tbsp. 1 oz. 4 oz.	lean meat or poultry or fish <sup>3</sup> or alternate protein product or cheese or egg or cooked dry beans or peas or peanut or other nut or seed butter or nuts and/or seeds or yogurt <sup>4</sup>

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1. Fruit or vegetable juice must be full-strength. Juice cannot be served when milk is the only other snack component.
  2. Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.
  3. A serving consists of the edible portion of cooked lean meat or poultry or fish.
  4. Yogurt may be plain or flavored, unsweetened, or sweetened.

## SCHEDULE D

### FBSJ SUMMER FOOD SERVICE PROGRAM

#### 10-DAY CYCLE MENU

Week 1					
Component	Monday	Tuesday	Wednesday	Thursday	Friday
Breakfast					
Grain					
Fruit					
Dairy					
Lunch/Dinner					
Protein					
Grain					
Fruit/Veg					
Milk/Water					
Snack					
Grain					
Protein					
Fruit/Veg					
Milk/Water					

Week 2					
Component	Monday	Tuesday	Wednesday	Thursday	Friday
Breakfast					
Grain					
Fruit					
Dairy					
Lunch/Dinner					
Protein					
Grain					
Fruit/Veg					
Milk/Water					
Snack					
Grain					
Protein					
Fruit/Veg					
Milk/Water					