

Kingdom Charter School of Leadership

REQUEST FOR PROPOSALS

FOR

PROFESSIONAL FOOD SERVICES

Submission Date:
Friday May 18, 2018
12:00 Noon

THE KINGDOM CHARTER SCHOOL OF LEADERSHIP
121 W. Church Street
Blackwood, NJ 08012

The Kingdom Chapter School of Leadership will receive scaled bids for the purchase of Vended Lunch and Breakfast Meals and Service Equipment that meet United State Department of Agriculture (USDA) and State of New Jersey requirements for reimbursement. Bidders are invited to submit proposals on the enclosed forms based on the specifications herein supplied by the Charter School. The proposal covers the furnishing of the component breakfasts and lunches (vended meals), including milk, for all scheduled school days for the 2018-19 school year.

Bids must be received at the School Business Office at 121 W. Church St, Blackwood, NJ no later than Friday, May 18, 2018 at 12:00 pm, at which time and place the bids will be opened. Bids received after the time specified will be rejected, and returned to the bidder unopened. All bidders are welcome to attend this opening.

All proposals shall be placed in a sealed envelope, clearly addressed to the Business Administrator. "The Kingdom Charter School of Leadership" at the address above, and the front of the envelope shall be clearly labeled School Food Service Bid.

All necessary materials and equipment for Food storage, preparation, and serving shall be provided by the bidder. Additional information may be obtained from the Food Service Director and/or the Business Office at 856-232-0100

A pre-bid facility walkthrough will be provided upon request only on or before Friday May 11, 2018, at 2:00 p.m. at The Kingdom Charter School of Leadership building located at 121 W. Church Street, Blackwood, NJ. The purpose of the bidders' conference will be to provide prospective bidders the opportunity to examine the site requirements for food storage and preparation.

GENERAL BID REQUIREMENTS

Bid Bond

Bidder shall submit with the bid a bid guarantee in the amount of \$5,000 which shall be in the form of a firm commitment such as a bid bond, money order, certified check, or cashier's check. Bid guarantees, other than 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 such further contractual documents and bonds as may be required

by the bid as accepted. No bid may be withdrawn for a period of sixty (60) days following the date of the bid opening. Bidders are expected to examine carefully the specifications. Failure to do so shall be at the bidder's risk.

Performance Bond

Upon contract award, the successful contractor shall provide the he Kingdom Charter School of Leadership with a Performance Bond in the amount of \$100,000. Contractor shall acquire the bond at the contractor's own expense and in the contractor's name. The bond must be secured from a company listed in the Department of the Treasury Circular 570 of companies holding certificates of authority as acceptable sureties on Federal Bonds and as acceptable Reinsuring Companies. In lieu of a performance bond, the successful contractor may submit a cashier's check or certified check equal to the requirements of the performance bond.

Award of Bid

The Charter School reserves the right to accept or reject any or all bids, and to waive informalities and minor irregularities in bids received The Charter. School reserves the right to reject any or all bids when there are sound, documented business reasons to do so. The Charter School reserves the right to reject the bid of a bidder who has previously failed to perform properly or to complete contracts of a similar nature on time or who is not in a position to perform the contract.

The Charter School intends to award this contract on an ALL or NOTHING basis. Bids failing to include all of the requested item, locations, goods and services will be rejected.

Specifications and Scope of Services

1. Purpose and Term

The Charter School will purchase from the Vendor, and the Vendor will provide to the Charter School, the lunches and breakfasts that are indicated in Section 3 below (collectively referred to as "vended meals") as part of the respective United State Department of Agriculture School Nutrition Programs, all in accordance with the terms of this contract and applicable USDA regulations as per the New School Meal Regulations and State of New Jersey requirements for Child Nutrition Programs.

The Vendor will provide the vended meals to the Charter School sites as listed on the attached schedule. The Charter School will give the vendor 7 days advance written notice of any change to the sites or other information listed on the schedule.

The contract to be awarded shall be effective September 1, 2015 and ending June 30, 2016. The contract may be renewed annually for up to four renewals as allowed by the USDA and the NJ Department of Agriculture Child Nutrition Program and the New Jersey Public Schools Contracts Law.

2. School Calendar

The Vendor will provide the vended meals daily, Monday through Friday, on days when schools are in session according to Charter School's school year calendar attached. The calendar is subject to revision. Bids will be based on a cycle menu to be attached with the bid and to include service for all meals in the cycle, five days per week except for school calendar holidays. Vendor will be responsible for presenting cycle menu modifications for less than 5 day school weeks in accordance with guidelines under the USDA New School Meal initiative. The Charter School will not be responsible for receiving or paying for vended meals (i) on days when schools are closed; as shown on Charter School's school year calendar; (ii) on any planned non-serving day that is not shown on Charter School's school year calendar, provided Charter School notifies Vendor (by phone/email/fax) at Charter School least 7 days in advance of such date; and (iii) on days when schools are closed due to inclement weather.

The vendor will be responsible for approximately 184 serving days per year school year.

3. Meal Requirements

Under this contract, Vendor will provide:

- Lunches meeting National School Lunch Program requirements set forth in 7 CFR Section 210.10 or any subsequent School Meal Regulations in effect.
- Breakfasts meeting School Breakfast Program requirements set forth in 7 CFR Section 220.8 or any subsequent School Meal Regulations in effect.

All vended meals will conform to the applicable meal pattern requirements set forth by USDA current and in effect regulations.

4. Ingredients, preparation, commodity use, licensing

Meal entree packs shall be processed and packed under continuous inspection of the USDA. Meat and poultry products must meet USDA choice, number 1, Grade A or B standards. Cured processed meats shall be made from beef and/or poultry with no variety meats, fillers, extenders, nonfat milk solids or cereal. Non-cured meat products not approved as a protein source by the USDA and FNS may not be included as cooked meat weight. Frozen fish and seafood shall be USDA Grade A. Dairy products shall be Grade A; cheese food or spreads are not permitted. Frozen vegetables to be Grade A Fancy 1QF with color, flavor, and texture characteristics of freshly prepared vegetables upon re heating of frozen 0 degree F. Fruit, canned or frozen, to be USDA Grade A. meet standards of FDA and packed in water, light syrup, or natural juices. Fresh fruit to be USDA Fancy or #1 Grade sized to provide 1/2 cup fruit equivalency. Butter to be 92 score fortified and margarine to be 15,000IU fortified.

Meals must be prepared under controlled temperatures, assembled prior to delivery, and in accordance with all applicable health department requirements. Food preparation facilities must be under continuous inspection of the USDA Food Safety and Quality Service. A signed delivery ticket for each school site must be submitted with the monthly invoice statement to the Department of Food Services. Vendor will utilize USDA donated commodities to the fullest extent possible. Bidders must include a listing of commodities to be utilized with the bid documents. Vendor must maintain all required license, permits and health certifications required by federal, state and local law

5. Milk

All vended meals supplied by the Vendor will include milk in the price for a lunch and price for a breakfast on the proposal. For all purchases of fresh milk for the Charter School vended meals, the

Vendor shall purchase an amount of fresh milk from New Jersey producers at Charter Schools equal to the amount of fresh milk proposed to be furnished to the Charter School, in accordance with

N.J.S.A. 18A:18A-6 and N.J.A.C. 2:55-1.1 et. seq. Milk choices to be provided must be fat free unflavored, fat free flavored, and 1 % fat free unflavored.

Vendor will provide additional milk as requested by the Charter School at the prices to be outlined in the Form of Proposal.

6. Menus, alternate menus for allergy sensitivity, and training

Vendor will initially supply vended meals in accordance with the cycle menu that is to be included in the bid that the Vendor submits to the Charter School for the award of this contract. Vendor will provide the Charter School with subsequent menus prepared on a monthly basis at Charter School 15 days in advance of their effective dates. Vendor will provide an alternate cycle menu that is to be available which accommodates allergies, with meals to be free of gluten, wheat, milk, egg, soy, peanut, tree nut, fish, and shellfish ingredients.

Meals shall be delivered on a daily basis in accordance with the menu cycle. Deviation from this menu cycle shall be permitted only upon authorization of the Charter School. Any deviation must be made within the guidelines of the daily and weekly New School Menu Program of the USDA. The Charter School reserves the right to request menu changes periodically throughout the contract period subject to the review and guidance of the Vendor in assuring the daily and weekly New School Meal Pattern is maintained,

Vendor must be able to provide, within 10 days' notice for the duration of the contract, documentation of compliance with nutritional school meal regulations in effect, on an item-by-item basis, a daily basis, and a weekly summary basis indicating portion sizes by weight and nutrient contribution as prescribed in accordance with USDA requirements, for each food component provided. Bidders will include the milk options as required for each meal. Vendor must also provide a complete meal plan and nutrient analysis for the menu included with this bid for the lunch and breakfast menus submitted,

Bid price is to include the cost of all food, including milk and packaging, freight; delivery to the schools, and all other related costs, including but not limited to the equipment that is placed on site for food storage and preparation. Bid is to include the per unit price of milk and the basis of that price.

Vendor will provide customer service personnel to provide in-service training for district staff at Charter Schools one day prior to the school opening day. Vendor will provide additional training as needed and will provide customer support personnel availability by phone or in person on an ongoing basis during the full term of the contract. Customer service and training reports will be made available to the Charter School for all training provided.

7. Orders

The Charter School will submit orders by notifying the Vendor by fax not later than 48 hours prior to the scheduled delivery day. The order by the Charter School will include totals for each school site and each type of meal to be delivered. The Charter School reserves the right to increase or decrease the number of meals ordered on a 24 hour notice.

8. Packaging

Vendor will provide meals with food components individually packaged and not packaged with several food items in a single container. Pre-plated meal components intended for heating shall be supplied in ovenable paperboard containers only, individually and securely lip-sealed, in Charter Schooled-proof containers suitable for transport, with ovenable closure film. When intended for oven crisping, components are to in colorful foiled paperboard containers should sealed vented ovenable film. Vented ovenable film shall be perforated with 1/4 inch diameter vent holes, four perforations per square inch. Meal components shall be packaged in master packages in corrugated containers. Colorful ovenable paperboard containers shall be printed to resist scuffing, marring, and caramelizing with inks that are odorless and smokeless when oven heating. Film shall be 60 to 80 gauge polyester stock, transparent and non-toxic which is heat sealed to the flanges of the containers so as to prevent separation in convection oven heating. Excess film is to be tucked under containers so to prevent sticking to adjacent containers during heating. All modules must withstand oven heating up to 400 degrees F for a minimum of 35 minutes and subzero Fahrenheit temperatures. Oven able film wrap used for sandwich type items shall be 60 to 80 gauge polyester stock, transparent and nontoxic.

Cartons shall be labeled to meet state or local requirements, with labels to include; Processor's name, address, and zip code of plant; item identity and meal type; date of production; quality of individual units per carton; heating or thawing instructions; USDA inspection number; USDA CN label where applicable.

Each pre-plated meal component carton shall contain a fixed number of individually packaged components. Preparation instructions, heating time and temperatures must be provided with each case. The master shipper shall be a top opening regular slotted container of not less than 200 lb. strength.

Meals shall be delivered with the following nonfood items: disposal serving trays sufficient in size to securely contain all food components of the meal, tray liners, condiments consistent with the daily menu, straws for milk, and space on the tray components. Vendor should label all the non-foods necessary for the meal being served. The white napkin, white

fork/spoon, and plastic straw shall be prepackaged in a plastic or cellophane bag. Utensils must measure approximately 5 inches in length and shall not break in normal use, made of materials that are safe and wholesome for food contact. Vendor shall furnish individual packets of catsup; barbecue sauce, tartar sauce, and mustard, and fruit, vegetables, and produce as indicated in the cycle menu. Package sizes must conform to New School Meal Plan requirements.

Refrigerated food shall be delivered at an internal temperature of 45 degrees F or below, but no lower than 32 degrees F. All frozen food shall be at 0 degree F or below, frozen products shall have no evidence of thawing or re-freezing, freezer burn, or any off color or odors.

9. Equipment

Vendors is responsible for conducting a school facilities survey in a timely manner and will install any necessary equipment for the 2015-2016 school year operation by no later than two (2) weeks prior to the opening of the school year. The vendor will supply equipment, including ovens, freezers, oven racks, oven carts, dollies, oven baskets, and warming units to prepare and to maintain food temperatures to serving time of consumption. The cost of the equipment is to be included in the per meal cost. An itemized list of the equipment is to be provided by the vendor with the bid document, to include manufacturer make and model. Should the Charter School require additional equipment during the term of the contract, the vendor shall provide the additional equipment at no additional cost to the Charter School. The Charter School will provide proper electrical service.

The Vendor shall supply, at no cost to the Charter School; complete maintenance service on all vendor supplies equipment.

10. Signage

Vendor will provide for the Food Service Program any signage that may be necessary for informing participating pupils the contents and choices necessary under the New School Meal Regulations to assure their full and accurate participation in a reimbursable meal.

11. Delivery

Vendor will deliver vended meals in a separate, suitable transport carton for each meal type, to each school site indicated on the attached schedule. Vended meals should not be delivered before 7:00 a. m. and no later than 8:00 a.m., alternatively no earlier than 9 a.m., or later than 10 a.m. Deliveries for products on the cycle menu for the upcoming Tuesday, Wednesday, and Thursday shall be delivered on Monday preceding. Deliveries for products on the cycle menu for Friday and Monday shall be delivered on the preceding Thursday. Vendor will be responsible for the condition and care of vended meals, including maintaining the proper temperature of meal components, until the Charter School accepts delivery- Vendor will prepare a daily delivery slip for each Charter School site. An authorized Charter School representative will county and verify all vended meals upon receipt at each Charter School site and note any discrepancies on the daily delivery slip.

The Charter School reserves the right to inspect and determine the quality of food delivered and reject any meals which do not comply with the requirements and specifications of the contract. The vendor shall not be paid for unauthorized meal changes, incomplete meals, and meals not delivered within the agreed delivery time period. The Charter School will notify the vendor in writing as to the number of meals rejected and the reasons for rejection.

12. Charges and billing

The Charter School will pay the charges for vended meals that meet the School Nutrition Program requirements and are provided in accordance with the bid specifications. Vendor will submit a written invoice to the Charter School following the end of each calendar month, listing the numbers and types of vended meals provided on each day of the preceding month, the monthly total for each type of vended meal provided; and their respective unit prices. The invoice shall also list the additional milk orders or any other food or supplies delivered to the Charter School by the Vendor.

13. Health and sanitation

Vendor will maintain applicable state and local health certifications for all facilities which vended meals are prepared for the Charter School. All food will be properly stored, prepared, packaged transported free of contamination and at appropriate temperatures.

The Charter School will not pay for vended meals that are spoiled or unwholesome at the time of delivery, or that otherwise fail to meet the terms of this contract.

14. Record keeping and availability of records

a. Vendor will keep and maintain all HACCP food safety records, including HACCP process, and time and temperature monitoring.

b. Vendor will provide production and menu records relating to vended meals as needed in connection with any administrative review of the Charter School's school meal service, and for nutrient analysis under the TJSDA School Meal Initiative (SMT) procedures, including the following: detailed production records; dated menus; recipes or nutrient fact sheets for all menu items served as part of reimbursable vended meals; and USDA bread and grain chart.

c. Vendor agrees to grant representatives of the Charter School, the New Jersey Department of Agriculture, USDA, and the U.S. General Accounting Office access to any of its books, documents, papers and records directly pertinent to this contract, for the purpose of making audit, examination; excerpts, and transcriptions. Vendor will retain all required records for a period of three (3) years after Charter School makes final payment under this contract and all other pending matters are closed.

15. Additional vendor responsibilities

Vendor agrees to comply with the following USDA regulatory requirements.

If applicable:

A. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by U.S. Department of Labor regulations (29 CFR Part 5) [contracts in excess of \$2,500 which involve employment of mechanics or laborers.

B. All applicable standards, orders and requirements issued under Section 306 of the Charter School Air Act (42 USC 1857(h)), Section 508 of the Charter School Water Act (33 USC 1363), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR Part 15) [contracts in excess of \$100,000].

C. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

(P.L. 94-163, 89 Stat. 871).

16. Nonperformance or noncompliance

In the event of Vendor's nonperformance under this contract and or its violation or breach of the contract terms, the Charter School shall have the right to pursue all administrative, contractual, and legal remedies against the Vendor and shall have the right to seek all sanctions and penalties as may be appropriate.

17. Termination

The Charter School or Vendor may cancel this contract for cause by giving 60 days' written notification to the other party.

The Charter School or Vendor may terminate this contract at any time if it is prevented or delayed from fulfilling the terms of the contract due to war, strike, fire, flood, act of God, or any act not within its control and which, by the exercise of due diligence, it was unable to prevent. In such event, the Charter School or Vendor, as the case may be, shall give written notice to the other party setting forth the reason for and the effective date of termination. Neither party shall be liable for any loss nor shall penalty upon such termination, except Charter School pay Vendor for vended meals delivered in accordance with this contract prior to the termination date.

18. Political Contribution Disclosure [a] | contracts in amount of \$ 17,500 or greater]

Included in the bid/proposal submitted to Charter School for award of this contract, the Vendor signed and submitted a Political Contribution Disclosure form listing the information set forth in N.J.S.A. 19:44A-20.26. During the term of this contract, the Vendor and any person or business entity having an interest in the Vendor shall not make any contribution reportable under N.J.S.A. 19:44A1 at seq. to any member of the board of education of the Charter School.

19. Debarment / Suspension Certificate

Included in the bid proposal submitted to Charter School for award of this contract, the Vendor signed and submitted a Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Vendor shall provide immediate written notice to the Charter School if it Charter Schools that its certification was erroneous when submitted or has become erroneous due to changed circumstances.

20. Certificate of independent Price Determination

Prior to entering into this contract, the Charter School and the Vendor executed a Certificate of Independent Price Determination, certifying that

the prices in the offer have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition. The Certificate of Independent Price Determination shall be kept on file with the signed contract at the Charter School.

21. Certification Regarding Lobbying

Included in the bid/proposal submitted to Charter School for award of this contract, the Vendor signed and submitted a Certification Regarding Lobbying and, if applicable, a Standard Form LLL Disclosure of Lobbying Activities. During the term of this contract, the Vendor shall file with the Charter School a Standard Form LLL Disclosure of Lobbying Activities at the end of each calendar quarter in which any event occurs that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Vendor.

22. Clean Air Act

If the contract exceeds \$100,000, the Charter School and Vendor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970, as amended.

23. Equal Opportunity

Vendor cannot discriminate against any person upon any ground prohibited by federal or state law. Bidder must submit a form AA-302 or Certificate of Employee Information Report with the bid.

24. Additional Vendor Bid Documents to be provided

Bidder to submit the following information with the bid response:

- a. A brief biographical summary of key food service personnel evidencing qualifications in the field.
- b. A list of food service programs currently being served which provide a minimum of 150 lunch meals per day and which includes full service (includes meals; delivery, equipment on loan and equipment maintenance),
- c. A description of the plant site, size (square foot), and production capability.
- d. A statement indicating if principals of the company have ever filed for bankruptcy protection under the law under the current or a former business name.
- e. A statement indicating if the company or its predecessor company has been cancelled, terminated, or non-renewed on a frozen, pre-plated contract account for service or inability to perform due to financial and operational reasons within the last five years, except for reason of bid price results,

25. Insurance

Vendor will provide evidence of insurance as follows and shall name the institute for Excellence as additional insured on all coverages for the duration of the contract and the certificate shall be issued and delivered within ten (10) days of Notice of Award.

- a. Comprehensive General Liability and Property Damage insurance in the amount of
\$1,000,000 for each injury to or death of any one person, \$1,000,000 for each accident or occurrence for bodily injury or death, and \$ 1,000,000 for each accident or occurrence for property damage.
- b. Product liability of products and complete operations in the Amount of 51,000,000.
- c. Contractual liability of \$1,000,000 each occurrence and \$1,000,000 general aggregate for bodily Injury as well as 51,000,000 each occurrence and \$1,000,000 general aggregate for Property Damage.
- d. Warehouse Legal Liability Insurance in the amount of \$1,000,000 for the loss of merchandise owned by the Charter School while held under the contractor=s control, including commodities,
- e. Umbrella Excess Liability of \$5,000,000 over primary insurance per occurrence.
- f. Workers' Compensation per the statutory provision of NJ Workmen's Compensation Act any supplements or amendments thereto and will insure its liability thereunder, and furnish proof thereof to the Charter School or file with the Charter School a certificate of exemption from insurance issued by the Bureau of Workmen's Compensation of the Department of Labor and industry.
- g. Business Auto Liability, included owned, non-owned, and hired vehicles, in the amount of \$1,000,000 bodily injury for each person and each occurrence and \$1,000,000 property damage for each person and each occurrence.

THE KINGDOM CHARTER SCHOOL OF LEADERSHIP
121 W. Church Street
Blackwood, NJ 08012

BID CHECKLIST

A. Documents to Be Returned with the Bid

1. Bid Form of Proposal Response Form
2. Cycle Menu, Cycle Menu Analysis
3. Non-Collusion Affidavit
4. Stockholders' /Partnership Disclosure Affidavit and Ownership Declaration
5. Bid Guarantee (Bid Bond, Cashier's Check, or Certified Check)
6. Certificate (Consent) from Surety
7. Contractor Statements as per bid specification
8. New Jersey Business Registration Certificate
9. Chapter 271 Political Contribution Disclosure Form

The documents listed above when required, are to be submitted with the bid package. Failure to submit them may be cause for disqualification for being non-responsive pursuant to N.J.S.A. 18A:18A2(y).