

# COLTS NECK BOARD OF EDUCATION REQUEST FOR PROPOSALS FOR FOOD AND MANAGEMENT SERVICES

**April 8, 2024**

NOTICE is hereby given that the Colts Neck Board of Education is accepting sealed proposals for Food Service Management until **10:00 a.m. on April 30, 2024 at the office of the School Business Administrator.**

Proposals must be submitted on the required forms, in a sealed container and a USB drive labeled **Food and Management Services Contract** and delivered to the Office of the School Business Administrator at:

**Colts Neck Board of Education  
Attn: Mr. Vincent S. Marasco, Business Administrator  
70 Conover Road  
Colts Neck, NJ 07920**

The Board assumes no responsibility for proposals mismailed or misdirected.

All interested Contractors are encouraged to attend the pre-proposal conference and tour to be held on April 15, 2024 at 10:00 a.m. at 70 Conover Road Colts Neck, NJ 07722. Attendance is strongly recommended. No other walk-through shall be permitted.

Upon release of this RFP, all Proposer communications concerning this RFP must be directed in writing to the Business Administrator as the only authorized contact person no later than 4:00 p.m. on April 17, 2024. Any contact with persons other than the Business Administrator, including contact with any elected, appointed official or employee of the school district regarding this RFP may result in disqualification. Any oral communications shall be considered unofficial and non-binding on the School District. To request a copy of the RFP please contact:

**Name:** Mr. Vincent S. Marasco  
**Title:** Business Administrator  
**Address:** 70 Conover Road  
Colts Neck, New Jersey 07722  
**Telephone:** (732) 946-0055 ext. 4103  
**E-mail:** [Marasco@coltsneckschools.org](mailto:Marasco@coltsneckschools.org)

All interested Proposers must use and complete all forms and must comply with every requirement contained in the RFP.

Pursuant to N.J.S.A. 52:32-44 all proposals should be accompanied by a New Jersey Business Registration Certificate issued by the New Jersey Department of Treasury.

No proposal may be withdrawn for a period of sixty (60) days after the opening thereof. The contract shall be awarded to the Proposer whose proposal is determined to be the most advantageous to the District, price and other factors considered. The contract will be awarded in accordance with the Competitive Contracting provisions of the Public School Contracts Law, N.J.S.A. 18A:18A-1 et seq. (the "Law") The Holmdel Township Board of Education reserves the right to waive any and all immaterial guidelines and requirements and to reject all Proposals as permitted by the Law. All interested Proposers are required to comply with the requirements of N.J.S.A. 10:2-1 et seq., "The Law Against Discrimination" and Affirmative Action, N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. No vendor who is listed on the State Treasurer's or the Federal Government's List of Debarred, Suspended or Disqualified Vendors shall be eligible to submit a proposal.

By Order of the Colts Neck Board of Education,  
Monmouth County, New Jersey  
Mr. Vincent S. Marasco, School Business Administrator/ Board Secretary

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## SECTION 1 – GENERAL INSTRUCTIONS TO PROPOSERS

### **Section 1 - General Instructions to The Proposer**

These documents constitute a request for receipt of sealed proposals from qualified food management companies (hereafter-named Proposer or Contractor) to provide the Colts Neck School District (hereafter-named District) with food service management services with the intent of designing and implementing an improved food service program and operations for the District.

- A. Purpose:** The purpose and intent of this Request for Proposal (hereafter-named RFP) is to solicit sealed proposals from responsible firms that provide food and management services.
- B. Procurement Method:** Pursuant to 18A:18A-4.1K, the District will utilize the competitive contracting process for this RFP. Accordingly, this procurement process is NOT a bid, but is an RFP. As such the District will award the contract to the Proposer whose proposal is determined to be the most advantageous to the District, price and other factors considered. The Board reserves the right to waive minor informalities in a proposal. However, proposals that contain one or more material defects shall be disqualified and given no further consideration. It is the intention of the Board to award the successful proposer a one-year contract with up to four one-year renewals, subject to the provisions as set forth in Exhibit 8, the contract. The School Business Administrator's office of the Colts Neck Board of Education, Colts Neck, N.J., is the issuing office for this document and all subsequent addenda relating to it.
- C. Background and Purpose of Request for Proposal (RFP):** The purpose of this request is to solicit proposals from qualified food service management companies (Proposers/Contractors) to provide for the management and operation of the District's food service program. The Proposer will assume responsibility for the efficient management and operation of the food service program including purchasing, receiving, storing, setting up cafeteria lines, counter service, cleanup, sanitation, training, hiring and supervising personnel, and preparing and serving food in a way to create optimum student participation and satisfaction. Currently the District does not participate in the National School Lunch Program (hereinafter known as NSLP). The district will continue to remain off of the NSLP, therefore will not receive any commodities or reimbursements. As such the District is not bound by the regulations of the NSLP. While the District will not be participating in the NSLP the District is committed to following the NSLP guidelines as regards the feeding of needy children, with meals that are free or at reduced prices as well as providing a NSLP type meal program at its elementary schools. The Proposer must offer beverages and snacks which meet the requirements contained NJ Regulations (18A:33-16 Regulation of Items Sold, Served and Given Away on School Property).

The District is currently outsourced. As such all the staff is on Contractor payroll and is not unionized. All employees will be provided by the Contractor. All current Food Service employees will be interviewed by the Contractor prior to the Contractor soliciting to fill the positions from the general public.

There are one (1) primary school (grades K-2), one (1) elementary school grades (3-5) and one (1) middle school grades (6-) enrollment is 945 students including full day Kindergarten at all elementary schools plus 228 staff based in the schools. The total FY 2022-2023 revenue of the District's food service program was \$520,413. All schools have closed campuses, students do not leave for lunch. Lunch is not served on half days. Breakfast is not served. The District wishes to maintain this arrangement. The District utilizes a point of sale system- PaySchools (hereafter POS) in all schools. There is one (1) POS station in each school. All three (3) schools have production kitchens in which the food is prepared and is then served at all three sites. The District does not provide a vehicle. If the successful FSMC determines that a vehicle is needed, then the FSMC must provide the driver and vehicle for the food service operation.

Currently, the food service program does not operate vending machines in the District. In the future, if the FSMC is requested by the District to provide vending, all products and pricing must have District approval, the Contractor must offer beverages and snacks as required by the NJ Regulations (18A:33-16 Regulation of Items Sold, Served, Given Away on School Property).

Parental involvement is important to the success of the food service program. The District has a strong wellness program and Committee. The successful FSMC will be required to meet with the Wellness Committee at least three times a year to seek their input concerning the food service program. In addition, the FSMC will meet with student representatives annually solicit feedback on the food service program.

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The Proposer's should view the program at the Middle School as a retail type program. The District is seeking a Proposer whom will be able to add upscale options to the menu at the secondary schools. The elementary program should focus on providing a NSLP type meal program, offering a complete meal, in a retail setting. The District is seeking a Proposer which will make the required continuous improvement of the culinary aspects of the program, as well as the menu, marketing and merchandising of the program in order to drive revenues.

For the purpose of this RFP, the District is not necessarily buying the lowest Proposer fee or the highest return. The District will enter into a contract with the Proposer that is determined to be the most advantageous to the District, price and other factors considered. The one of the District's goals is to provide the best variety, nutrition and service while maintaining stated prices at a guaranteed surplus financial operation. Good variety, great taste, freshness, authenticity, healthy choices, ambiance, and excellent service will be the norm, not the exception. The Proposer must be innovative in providing appropriate food concepts that will attract and retain the students in a comforting and comfortable atmosphere. All Proposer's are strongly encouraged to look at the District's food service program and use their creativity, skills, resources and staff to propose and provide a program that meets the District's stated goal.

The current pricing structure has been in effect since September 2023. The meal and ala carte prices are detailed in Schedule C. Catering prices must be submitted to the administration for approval. The proposal is to be based on the prices as detailed in Schedule C and maintaining a minimum of a surplus operation. If the Proposer cannot guarantee a minimum of a surplus operation at the prices in Schedule C then they are to provide their recommendations in Proposal Form B. Any price increase must be reviewed by the administration and approved by the Board. The current FSMC guarantee for the 2023-2024 school year is \$0.00 and the District expects any Proposer to increase the guaranteed return to at least \$20,000.

**D. Objectives and Goals of the District:** The successful Proposer shall conduct the food service program in a manner which best fulfills the following objectives:

1. A Food Service onsite management structure/organization that allows for the onsite management to regularly visit each school to provide leadership, training, and guidance for the improvement of the entire food service operation. In order to accomplish this the District is seeking at least a one (1) person onsite management team consisting of a general manager to manage the program while focusing on the culinary aspects of the program. The on-site food service director must be a 12-month employee.
2. Operate a food service program that is self-sufficient, operates at a \$20,000 annual surplus (guaranteed) and does not require a subsidy from general school funds.
3. Improve the marketing of the program in all the schools as well as improve the ambiance of the servery of the all schools.
4. Provide for innovative upscale items/entrees the menus.
5. All food service employees will be employees of the Contractor.
6. Meet with the Wellness Committee with on-site and senior Contractor management at least three times a year to solicit feedback from those groups to address all concerns, see paragraph N. Communications and Meetings for details.
7. Maximize student interest/participation by seeking their input, implementing menu variations, merchandising techniques and by good communications with all interest groups.
8. Establish a formal process/structure to gather input routinely and continuously from students, staff and the public concerning the food service program
9. Provide the best variety, provide as much scratch prep cooking of entrees items as possible, nutrition and service while maintaining the current prices at a minimum of a surplus financial operation. Good variety, great taste, freshness, authenticity, healthy/nutritious choices, ambiance, and excellent service will be the norm, not the exception.
10. The Proposer must be innovative in providing appropriate food concepts that will attract and retain the students in a comforting and comfortable atmosphere.
11. Continually improve the menu offerings at the elementary and middle school.
12. Improve the adult offerings at all schools.
13. Improve the speed of service at the middle.
14. Increase/ maximize the participation of all students.

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15. Promote nutritional awareness whenever the food service program can interface with district educational programs.
16. To provide sufficient and experienced staff to support operational efficiencies, as well as a management staff and structure which will offer adequate help and focus to accomplish a smooth transition and ensure that the District's school food program is one of consistent top quality and of positive regard by students, staff and the public.
17. To maintain costs of service within food service budget.
18. Develop and implement strategies to increase breakfast participation and offerings.
19. To operate within the laws and regulations established by state and federal agencies.
20. To keep the District apprised of legislation which may impact the food service program.
21. To make periodic recommendations regarding operational and/ or equipment needs which the Board may adopt, partially adopt, or abandon.
22. Establish and conduct management and staff training programs which will ensure staff development, proper supervision and consistent quality control both in production and service.
23. Provide a financial reporting system that meets District, state and federal requirements.
24. Provide District Administration with monthly operating statements and information regarding the food service program.
25. Should there be a change from the current provider of services, provide for a smooth and seamless transition from the current operation/provider to the new Proposer
26. Utilize cleaning supplies which are classified as “green”.

**E. Timeline of Events:**

Event	Date
Release RFP	April 8, 2024
Pre-Proposal Meeting & Tour of the Schools	April 15, 2024 at 10:00 a.m.
Final Proposer Questions and or Exceptions Due	April 17, 2024
Final Answer to Proposer Questions	April 22, 2024
Proposal Responses Due/ Proposal Opening	April 30, 2024 by 10:00 a.m.
<b>School Board Awards Contract</b>	TBD
Proposer Starts Services	July 1, 2024

- F. Acceptance of Proposals and Validity Period:** The District reserves the right to reject all proposals under this RFP process in its discretion, including but not limited to the extent permitted pursuant to (N.J.S.A. 18A:18A-22 et seq.), to waive any minor informality and to award the contract to the company whose proposal is determined to be the most advantageous to the District, with price and all other factors considered. Submission of a Proposal shall signify the Proposer’s agreement that its proposal and all contents thereof are valid for sixty (60) days following the submission deadline unless otherwise agreed to in writing by both parties. The proposal response and this RFP shall become part of the contract between the District and the successful Proposer. Conditional or alternate Proposals shall not be accepted. Any conditions must be submitted, in writing on Attachment Form B Requests for Clarifications/Exceptions, during the Questions period pursuant to Paragraph H, below.
- G. Pre-Proposal Conference and Tour:** All interested Contractors are encouraged to attend the pre-proposal conference and tour on April 15, 2024 at 10:00 a.m. at the Administration Building, 70 Conover Road, Colts Neck, NJ. Attendance is not mandatory, but is strongly recommended. Failure to attend does not relieve the Proposer of any obligations or requirements. Prior to and after the pre-proposal conference, no oral interpretation will be made to any company regarding the meaning of the specifications. A virtual on-line tour of buildings will immediately follow the conclusion of the pre-proposal conference. No other tour/walk-through shall be permitted.
- H. Inquiries, Questions, RFP Interpretation, and Exceptions:** Any question, explanation or exception to this RFP desired by the Proposer must be requested of the District in writing on Attachment B – Request for Clarifications/Exceptions Form before or on April 17, 2024, to and emailed to ([Marasco@coltsneckschools.org](mailto:Marasco@coltsneckschools.org)) the School Business Administrator, Vincent S. Marasco, with copies to Bill Gerichter ([bgerichter@edvocate.org](mailto:bgerichter@edvocate.org)). If an explanation is necessary, a reply will be made in the form of addenda, a copy of which will be forwarded to each Proposer that has received a set of the RFP documents. Answers requiring an addendum will be sent by

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certified mail, by verified facsimile transmission or by email that provides certification of delivery to the sender to each Proposer and will be on file in the Office of the Business Administrator and will be advertised no later than seven (7) business days prior to the date of proposal opening. The Proposer must notify the District of its name, address, telephone, email address, and facsimile numbers in order to receive any addenda. Interpretation of the wording of this document will be the responsibility of the District and its interpretation shall be final and binding. All answers will come from the Business Administrator. The District will not give verbal answers to inquiries regarding the scope of work and services, or verbal instructions prior to the award of the contract. A verbal statement regarding same by any person shall be non-binding. The District is not liable for any increased costs resulting from the Proposer accepting verbal direction.

The Proposer is expected to examine the specifications and related RFP documents with care and observe all its requirements. Ambiguities, errors or omissions noted by the Proposer should be promptly reported in writing to the Business Administrator, no less than three (3) business days prior to the date established for the submission of the proposals. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract. In the event the Proposer fails to notify the District of such ambiguities, errors or omissions, the Proposer shall be bound by the requirements of the specifications and the Proposer's submitted proposal subject to the provisions of Paragraph F, above.

If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the District of the extended totals shall govern.

Unless a Proposer submits a list of exceptions to this RFP or any addendums issued during the question period, it shall be assumed there are no exceptions taken to this RFP by the Proposer. Any exceptions made by any Proposer must be clearly labeled on Attachment Form B- Requests for Clarifications/Exceptions Form and be received on or before April 17, 2024 no later than 4:00 p.m., without waiver of the District's rights per Paragraph F, above.

- I. Open Competition:** The District welcomes and encourages open competition. Whenever possible, scope of work, services, and proposal terms and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the District's needs and the accomplishment of a sound and economical operation. The signature on this proposal guarantees that the prices quoted have been established without collusion with other Proposers and without effort to preclude the District from selecting the company that is responsive and whose proposal is determined to be the most advantageous to the District, price and other factors considered, to deliver the services at a competitive price. The Proposer certifies that its officers and employees have not bribed or attempted to bribe or influence in any way an officer, employee or agent of the District. To maintain the spirit of open competition any contact with anyone other than the Business Administrator or lobbying regarding this RFP or any act in violation of the School Ethics Act, N.J.S.A. 18A:12-21 et seq. with any elected, appointed official or employee of the District can and shall result in disqualification. The only authorized contact person is the Business Administrator, Roderic McLaughlin. Any oral communications shall be considered unofficial and non-binding on the District. During the interval between the proposal opening and contract award, the Proposer shall not initiate any contact with any officer, employee or agent of the District concerning this RFP. Should the District have any questions about the proposal, the Business Administrator or his or her representative will contact the Proposer. If you are contacted by the District representative, the contact and discussion shall be limited to the questions of the business administrator or its representative.
- J. Proposer Qualifications:** The purpose of this RFP is to select a food service management company to manage and operate the District's food service operations and to cooperatively plan and implement an efficient food service program. At a minimum, the following requirements must be satisfied for a company to be considered.
1. The Proposer must be registered to do business in the State of New Jersey and submit their Business Registration Certificate with their proposal.
  2. The Proposer must have successfully operated food service programs for private and/or school districts for at least five years. The Proposer must be operating at least ten (10) food service programs for private or school districts of which five (5) must be public school districts, one must be a program off the NSLP

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in which the Proposer is providing a “retail” type food service program and must have an enrollment exceeding 900 students. Be sure to provide the name of district, address, enrollment, contact, phone number of contact and start date of services as detailed on Proposal Form B1.

3. The Proposer must have extensive involvement and experience in the school food service field in the areas of: retail non NSLP and NSLP programs, designing facilities, selecting and procuring food service equipment, nutrition, menu planning, on-site production, quality control, employee supervision, staff training, employee motivation, marketing, and public relations. The development of model programs in these areas will be advantageous.
4. Evidence the Proposer has and can provide the training programs, management systems, programs, and procedures that meet the requirements and Scope of Work in this RFP.
5. The Proposer shall submit with its proposal the resume/summary of qualifications of the proposed on-site management. The manager/director must direct the food services program and implement a seamless transition. The Proposer must provide an on-site manager to direct the food services program and to implement a seamless transition. This person needs to be in place by June 15, 2024. The Proposer must submit its best candidate with as much detail of the candidate's work history, education, skills, experience, and provide copies of all candidates' licenses and certifications with the proposal response. In addition, state how long the proposed candidate has been employed in your company. Not doing so or not meeting any of the following may cause the proposal to be deemed non-responsive. The proposed candidates should meet or exceed the following qualifications:
  1. On- site Food Service Manager:
    - a. Should have at least two years' experience in managing a comparable sized public school district.
    - b. Should have four years' experience in the food service industry.
    - c. Should have one years' experience in operating a non NSLP food service program.
    - d. Must have a high school diploma or GED equivalent diploma.
    - e. Must be in the process of obtaining or have a Serv-Safe certification.
    - f. Must be fluent in English.

**K. Performance Investigation:** As part of the proposal evaluation process, the District will make inquiries and investigations, from the Proposer's customers, to determine the ability of the Proposer to provide the services and sufficient staffing. Any Proposer who omits any requested information or does not comply with this section is subject to having their proposal deemed not responsive therefore disqualified.

1. Proposer Performance Investigation: If the Proposer has had a contract terminated for default during the past five (5) years, all such incidents must be described. “Termination for default” is defined as notice to stop performance due to the Proposer's non-performance or unacceptable performance. Describe the previous terminations for default that have occurred during the past five (5) years, including the other party's name, address and telephone number. Present the Proposer's position on the matter. Please indicate if the Proposer has experienced no such termination for default in the past five (5) years.
2. If the Proposer has had a contract terminated for convenience, non-allocation of funds, or any other reason, during the past five (5) years, describe fully all such non-renewals, terminations, including the name, address and telephone number of the former client.
3. Suspension Disqualification or Debarment: Proposer must certify that it is not debarred or suspended from contracting with any of the agencies or departments of the executive branch of the State of New Jersey or with any other state or the Federal Government.

**L. Evaluation of Proposals:** The Evaluation Committee intends to recommend the award of a contract to the School Board to the Proposer whose proposal is the most advantageous to the District, price and other factors considered. Each area of the requirements should be addressed in detail in the proposal. The Evaluation Committee will determine if the Proposer has met these requirements via the evaluation criteria. The Board will determine who is awarded the contract based upon recommendation from the Evaluation Committee, the requirements in the RFP and Public School Contract Laws.

The criteria that will be considered in evaluating proposals are detailed in the following table. They are weighted based upon importance to the District. The points awarded range from 1 to 5, with 5 being the highest score and



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1 being the lowest. Points may be awarded in .50 increments. After the points are awarded by the evaluator the weighing factor will be applied and thus a total score will be arrived. Based upon that score, the Evaluation Committee will then recommend a Proposer to the Board of Education for the award of the contract. Each area of the evaluation should be addressed in detail in the proposal. The following are the criteria:

<b>The Criteria Used in Evaluating Proposals</b> <i>The points awarded range from 1 to 5, with 5 being the highest score and 1 being the lowest</i>	<b>Weighting Factor</b>	<b>Points</b>
<b>1. Financial return, Contractor guarantees and Fee:</b> The amount of the guaranteed minimum of a surplus including the amount and extent/limitation of the Contractors financial guarantee. As well as the amount of the Contractor cents per meal fee.	25%	1 to 5
<b>2. Contractors capability, record of performance and financial condition:</b> Corporate capability and experience will be measured by performance record, years in the industry, relevant experience, ability to successfully operate a non NSLP food service programs, number of districts served, client retention, references and the financial condition of the Contractor.	15%	1 to 5
<b>3. Proposed onsite management:</b> Considers the number of the management team proposed, references; proposal resumes, face to face interviews and any other method to discover the capabilities and skill level of the onsite manager. At a minimum the proposed candidate must demonstrate the following: <b>On- site Food Service Manager:</b> <ol style="list-style-type: none"> <li>a. Should have at least two years’ experience in managing a comparable sized public school district.</li> <li>b. Should have four years’ experience in the food service industry.</li> <li>c. Should have one years’ experience in operating a non NSLP food service program.</li> <li>d. Must have a high school diploma or GED equivalent diploma.</li> <li>e. Must be in the process of obtaining or have a Serv-Safe certification.</li> <li>f. Must be fluent in English.</li> </ol>	20%	1 to 5
<b>4. The Food Service program proposed by the Contractor:</b> Considers how the Contractor will provide good variety, great taste, freshness, authenticity, healthy choices, ambiance, and excellent service that will be the norm, not the exception. Did the Contractor provide appropriate food concepts that will attract and retain the students in a comforting and comfortable atmosphere? Will the program be properly sufficiently staffed? Did the Contractor show how they used their creativity, skills, resources and staff to propose and provide a program that meets the District’s stated goal? How will the Contractor pricing strategy increase sales?	30%	1 to 5
<b>5. Contractor’s Start Up/Transition Plan:</b> Is the Contractor’s start up plan customized to the start of this program? Is the plan detailed from pre- planning (10 days prior to the start of the contract) through the start of the contract through the first three months to September 30, 2024? Did it detail the additional management/resources they will be providing as well as the startup task, any requirements for the District, implementation date, estimated completion date, and who is responsible (name and title)? Did the plan have enough different (not repetitive) tasks listed covering the startup activities in implementation, management, HR., food services and training? Was it submitted in Excel format or a Gantt chart?	10%	1 to 5

**M. The Contract and Its Award:** The District will calculate the amount of the guaranteed minimum of a surplus return including the amount and extent/limitation of the Proposers financial guarantee, as well as the amount of the Proposer cents per meal fee, as detailed on Proposal Form B. The Proposer must submit its pricing on Proposal Form B – Pricing Response and Projected Operating Statement. Any contract awarded pursuant to this RFP will be awarded to single Proposer or to none at all. Award will be made to the Proposer whose proposal best meets the evaluation criteria in this RFP, with price and other factors considered (N.J.A.C 5:34-4.3(d)). The District will consider whether the proposal complies with all the requirements in this RFP. There is no obligation on the part of the District to award a contract. The District may cancel this RFP, reject all proposals at any time prior to an award, for any of the reasons set forth in N.J.S.A 18A:18A-22. This RFP and the proposal response will be made part of the final contract.

The Contract between the District and the Proposer will be for a period of one year with the option for four (4) additional one-year renewals. The contract will not contain automatic renewal provisions. The intent is to award the contract at a Board Meeting date to be determined. If the Proposers contract is renewed at the end of year’s 1, 2, 3 and 4, the terms and conditions of the existing contract shall remain substantially unchanged. At the time of

## **SECTION 1 – GENERAL INSTRUCTIONS TO PROPOSERS**

renewal any increase in management fee price shall not exceed the published NJ Index Rate for the most recent quarterly calculation available at the time the contract is renewed.

- N. Submission of Proposals:** Proposer proposals must be received at the District prior to 10:00 a.m. on April 30, 2024. Proposal submissions must be delivered in person, sent by USPS, UPS or FedEx and received prior to the date and time of the opening. Any proposal in route, either in the mail or other locations in any of the school district's offices will not be considered timely and will be returned unopened. Proposals received after the deadline will be late and ineligible for consideration. The Board assumes no responsibility for proposals mismailed or misdirected. Proposal modifications or corrections thereof received after the closing date for the receipt of proposals will not be considered. The District is not liable for any errors or misinterpretations made by the Proposer in responding to this RFP. The Proposer shall be solely responsible for delivery of the proposals as specified in the RFP. The Board bears no responsibility for proposals that are improperly mailed, misdirected or problems associated with third party carriers.

All proposals shall be submitted with one (1) complete original proposal including all required proposal forms in a sealed container along with six (6) electronic copies of the FSMC proposal in PDF format on six (6) USB drives. Besides the PDF copy of the proposal, the Proposer's the resume of the proposed manager and *Proposal Forms B, B1, B2, and B3 (Excel file only)*. Proposals are to be labeled RFP for Food and Management Services. Any tampering of any proposal form/s (both hard copy or electronic) may, result in disqualification of the Proposer in accordance with applicable law. All proposals submitted in response to this RFP must be submitted at the sole expense of the Proposer. The Proposer shall pay all costs associated with the preparation of this proposal and any necessary visits to the building

1. **Proposer Fees:** Proposers are required to charge the District one fee (the management fee) only as all other types of fees are not acceptable and will not be considered. The fee must be cents per meal basis. Fixed fees will not be allowed. Do not propose any other type of fee other than the management fee. The following MUST be included in the Proposer's Management Fee and CAN NOT be charged in any other expense to the District:
  - a. Menu development specific to the operation.
  - b. Management meetings, and/or management development program specific to the operation.
  - c. Nutrition education material and program expense.
  - d. Facilities layout and design services specific to the operation.
  - e. Cost of developing, training and/or procedure manuals, food service control forms and supplies and material for school lunch promotions.
  - f. All purchasing/procurement services.
  - g. Education programs via schoolroom programs, parent/teacher meetings and school food advisory committee meetings.
  - h. All accounting and bookkeeping.
  - i. All payroll services, reporting, processing, recording and documentation including the issuance of payroll checks for Proposer employees, as well as benefit administration fees or charges.
  - j. Supply of all administrative, dietetic, nutritional, sanitation and personnel advice.
  - k. Visitation/coverage by corporate chef during school lunch promotions.
  - l. Visitation/coverage management of the Proposer.
  - m. Marketing programs not specific to the District.
2. **Scope of Proposal and Proposal:** Proposer certifies that it has carefully examined and understands the general conditions, the instructions, the specifications, the schedules and addenda, if any, that are prepared under the direction of the Board of Education are made part of this proposal. The Proposer, if successful, shall furnish and deliver the goods and services at the times specified and at the prices proposed.
3. **Obligation of Proposer:** At the time of the opening of proposals, each Proposer shall be presumed to have inspected the sites and locations in which the work is to be performed, and to have read, and to be thoroughly familiar with the contract documents (including Addenda, if any). The failure or neglect of the Proposer to inspect any site, receive or examine any form, instrument or document shall in no way

**SECTION 1 – GENERAL INSTRUCTIONS TO PROPOSERS**

relieve any Proposer from any obligation in respect to its proposal. Failure of the Proposer to receive any Addenda shall not relieve the Proposer from any obligation under its proposal as submitted. In addition, a failure on the part of any Proposer to acknowledge receipt of addenda may result in disqualification of the proposal. Addenda so issued shall become part of the Contract documents. The Proposer is advised that terms and conditions set forth herein shall be rigidly enforced.

- 4. **Examination of Proposal Specification:** The Proposer shall examine the contents of the proposal specifications and other documents that maybe issued by the Board in conjunction with this proposal. The Proposer shall assure itself that all pages of the specifications and other referenced Documents are included in the documents obtained for RFP purposes. If any part of the specifications and other documents are incomplete, the Proposer shall notify the District in writing via email, in order to obtain any missing pages or other documents. The lack of such written notification by the Proposer shall be construed as evidence that the specifications and other documents supplied for proposing purposes are full and complete and as a waiver of any subsequent claim to the contrary.

**O. Alternate Proposals:** Alternate proposals shall not be considered. An alternate is considered to be a proposal that does not comply with the minimum provisions of this RFP and the scope of work and service to be provided

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

Letter of Transmittal	Section III - Text of Proposal
Section I - Required Documents	Section IV - Exhibits
Section II - Executive Summary	Section V - References

Proprietary Information – Proposers are requested to mark any specific information contained in their proposal which is not to be disclosed to the public or issued for purposes other than the evaluation of the proposals. Pricing and service elements of the proposal will not be considered proprietary nor will any elements which are taken into consideration in scoring the Evaluation Criteria.

- 1. **Letter of Transmittal:** On a single page, include a brief introduction to your company and a brief statement of the overall goals of your proposal.
- 2. **Section I - Required Documents:** Include here all proposal/RFP documents and proposed candidates resumes which are attached as part of these specifications. Be sure each is filled out correctly and signed where indicated. Also indicated if any exceptions are taken to this RFP and its specification.
- 3. **Section II - Executive Summary:** Provide an Executive Summary which:
  - a. Briefly describes the Proposers approach to the proposal and clearly indicates any options or alternatives for service and menu improvements.
  - b. **Financial Guarantees:** The District’s objective is to have a program which will result in a minimum of a surplus financial operation whereby no contribution is required by the District to subsidize any deficit. Explain in detail what you are guaranteeing, is it unlimited or limited. Are there any conditions and or assumptions of your guarantee, if yes what are they? If limited provide detail what is the limitation. If this is not included the assumption will be that there is not a guarantee.
  - c. Indicate any major requirements that cannot be met by the Proposer.
  - d. Highlights the major features of the proposal and identifies any supporting information considered pertinent.
  - e. In short, the reader should be able to determine the essence of the proposal and generally how well it meets the requirements by reading the Executive Summary.
- 4. **Section III - Text of Proposal:** The proposal will be evaluated on six specific areas in this section as part of the award criteria. Please delineate, in detail, information which will help the District in making a determination. It is important to use the following format to present your text so that the District may easily reference specific information.
  - a. Experience

## **SECTION 1 – GENERAL INSTRUCTIONS TO PROPOSERS**

1. Supply a history of your company in Non NSLP school feeding.
  2. Provide detail that you have successfully operated food service programs in school districts for at least five years.
- b. Service Capabilities
1. Supply a written explanation of how the District will be supervised above the level of onsite unit management.
  2. Include frequency of visitations by corporate and regional support personnel. Supply profiles for at least three corporate/regional level support individuals who will be directly involved with the District on a regular basis in the areas of operations, nutrition and personnel.
  3. Supply a table of company organization from the onsite unit level to the highest level company executive who may visit the District from time to time. As well as a detailed organization chart of the onsite operation.
  4. As the Proposer's site manager/s is critical to the operation and major weight of the evaluation criteria is based upon the site manager, a detailed resume/summary of the Proposers proposed site manager must be included.
- c. Record Keeping, Reporting and Accounting Systems
1. Describe the income and meal reporting system which you will use in the District. Delineate how cash records are kept at the site and district level on a daily basis. Describe your methods of forecasting the financial status and participation of the program. In your exhibits include the cash report forms.
  2. Describe your billing procedure and how cost data is kept.
  3. Describe your month end reporting procedures. How many days after the end of the month will the District receive an operating statement? Include sample month end profit & loss statement in your exhibits and any back up month end forms in your exhibits.
  4. Describe your internal control systems including inventory control and manager's reports. Include samples of forms used in your exhibits.
- d. Purchasing
1. Describe your purchasing standards with regard to price, quality and service.
  2. Describe your purchasing procedures as they relate to individual units and the District. Include purchase requisition forms and any other purchasing forms in the exhibits.
- e. Menus, Merchandising and Promotions
1. Explain your company's standards regarding menu writing as it pertains to nutrition, variety, and customer appeal and government compliance.
  2. In your exhibits include the menus for the first twenty-one days that you propose to use if selected. The Proposer will submit menus and prices for approval to the District. Include a proposed list of ala carte items and your pricing of each item. Also include your catering program, prices and costs should a school want to employ your services for school related activities.
  3. Describe at least two comprehensive merchandising concepts you have used successfully in other districts, which would be applicable to the District. In the exhibits provide artwork or other visual aids, which will help the District, understand the concept.
  4. Describe at least three promotions you have used successfully to promote student participation in the past year. In the exhibits include graphics or other artwork to help the District understand the promotion.
  5. School Community Input: Explain your standards with respect to the involvement, of students, parents, teachers and administrators as it relates to menu planning, nutrition, service and general customer satisfaction.
  6. Nutrition Education: Describe the depth, extent and availability of nutrition education programs your company will supply to the District as part of your management service. In your exhibits provide examples of materials used in your nutrition education programs.
  7. Plan of Operation

## SECTION 1 – GENERAL INSTRUCTIONS TO PROPOSERS

- i. Delineate how you plan to operate the District’s food service program particularly with respect to any changes planned in the production, service, and improved student participation.
    - ii. Detail in your proposal how you will provide the best variety, nutrition and service while maintaining the current prices at a minimum of a surplus financial operation.
    - iii. Tell us how you will provide good variety, great taste, freshness, authenticity, healthy choices, ambiance, and excellent service that will be the norm, not the exception. Show us that you are innovative in providing appropriate food concepts that will attract and retain the students in a comforting and comfortable atmosphere.
    - iv. Detail in your proposal how you looked at our food service program and used your creativity, skills, resources and staff to propose and provide a program that meets the District’s stated goal.
    - v. Tell us how you will improve speed of service, especially at the secondary schools.
    - vi. Tell us how you will monitor operation to ensure adequate and proper staffing?
  8. Government Compliance: In what ways does the company ensure government compliance in the following categories:
    - i. Chapter 12, Health Code.
    - ii. EEOC and Affirmative Action.
    - iii. Criminal history employee background checks.
    - iv. Cash handling procedures.
    - v. In your exhibits section supply any forms used to or comply with in the above categories.
  9. Personnel:
    - i. Describe your on the job training program for food service workers and what training occurs for management personnel.
    - ii. Explain why you used the rates, hours and number of employees listed in the labor schedule for your employees.
    - iii. Describe each of the benefits offered to employees in the proposal document and define the eligibility requirements (hours & weeks worked) for your staff to qualify.
  10. Transition Plan
    - i. Provide a detailed plan how you intend to start-up the operation and transition from the current Proposer. Provide a gnat or Excel chart detailing the time frame for each step, task and person responsible.
5. **Section IV** - Exhibits: This section should include all of the forms, graphics, art and design and any other materials which have been referred to in the text. Be sure each item is labeled to correspond with its text reference.
6. **Section V** - This section should contain references other than the required list on Form B1.
- Q. Bonding Requirements:** The following are the bonding requirements the Proposer must provide with their proposal and contract.
  1. *Proposal Guarantee:* The Proposer shall submit with a proposal a certified check, cashier’s check or proposal bond in the amount of ten percent (10%) of the total price proposal, but not in excess of \$20,000, payable unconditionally to the District. When submitting a Proposal Bond, it must contain a Power of Attorney for the full amount of the Proposal Bond from a surety company authorized to do business in the State of New Jersey. The check or bond of the unsuccessful Proposer(s) shall be returned pursuant to N.J.S.A. 18A:18A-36. The check or bond of the Proposer to whom the contract is awarded shall be retained until a contract is executed. The check or bond of the successful Proposer will be forfeited if the Proposer fails to enter into a contract with the District pursuant to N.J.S.A. 18A:18A-36. Failure to submit a proposal guarantee shall result in rejection of the proposal.
- R. Affirmative Action Certification:** No Proposer may be issued a contract unless it complies with the Law Against Discrimination, N.J.S.A. 10:2-1 et seq., the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C.

## **SECTION 1 – GENERAL INSTRUCTIONS TO PROPOSERS**

17:27-1 et seq. The following information summarizes in full, required regulatory text, which is included as Proposal Form J of this proposal specification.

1. Goods and Services (including professional services) Contracts: The successful Proposer shall submit to the District, after notification of award, but prior to execution of a goods and services contract, one of the following three documents:
  - a. A copy of a valid letter that the Proposer is operating under an existing federally approved or sanctioned affirmative action program (good for 1 year from the date of the letter);
  - b. A copy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
  - c. A copy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the Proposer in accordance with N.J.A.C. 12:17-4.

**S. Americans with Disabilities Act of 1990:** Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. The Proposer is required to read the Americans with Disabilities language that is included as Proposal Form K of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The Proposer is obligated to comply with the Act and to hold the District harmless.

**T. Ownership Disclosure: N.J.S.A. 52:25-24.2:** provides that no corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. Failure to submit a stockholder disclosure document shall result in rejection of the proposal

**U. Proof of Business Registration, Sales and Use Tax:** Pursuant to N.J.S.A. 52:32-44, the District ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

## **SECTION 1 – GENERAL INSTRUCTIONS TO PROPOSERS**

- a. the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- b. the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- c. the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

- V. Non-Collusion Affidavit:** The Affidavit will be properly executed and submitted with the Proposer’s Proposal.
- W. Political Contributions Disclosure Form (“Pay to Play”):** In accordance with Chapter 271, New Jersey Laws of 2005, all vendors must submit with its proposal a list of political contributions, which are reportable and, made by the vendor during the preceding 12-month period. The District is prohibited from awarding a contract to a firm that has made reportable contribution under P.L. 1973, c.83 (N.J.S.A. 19:44A-1 et seq.) to a member of the District’s Board of Education during the preceding one-year period. See Attachment Form A with Instructions in Section 6.
- X. Disclosure of Investment Activities in Iran:** Pursuant to N.J.S.A. 18A:18A-49.4, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.
- Y. Disclosure Of Investment Activities In Russia/Belarus:** Prior to the time a contract is awarded, pursuant to N.J.S.A. 52:32-60.2, the Contractor must certify that neither the Contractor, nor one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. If the Contractor is unable to so certify, the Contractor shall provide a detailed and precise description of such activities to the District. Failure to provide such description will result in the proposal being rendered as non-responsive, and the District will not be permitted to contract with such person or entity, and if a proposal is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.
- If the Contractor certifies that it is engaged in activities prohibited by N.J.S.A. 52:32-60.2, the Contractor shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after this certification, shall provide an updated certification. If the Contractor does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the District shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the District that were issued on or after the effective date of N.J.S.A. 52:32-60.2.
- Z. Record Retention -Authority to review or contract records**
- a. Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OCS pursuant to N.J.S.A 52:15C-14(d).

**SECTION 1 – GENERAL INSTRUCTIONS TO PROPOSERS**

- b. As of (the effective date of these rules), all covered entities shall insert the following language in any new contract: “(The contract partner) shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.”

**AA. Pre-Employment Requirements for Contracted Service Providers:** All contracted service providers, whose employees have regular contact with students, shall comply with the Pre-Employment Requirements of N.J.S.A. 18A:6-7.6 through N.J.S.A. 18A:6-7.13. Contracted service providers are to review and be familiar with the following New Jersey Department of Education—Pre-Employment Resource P.L. 2018 c.5. See the following links for guidance and compliance procedures. <https://www.nj.gov/education/crimhist/preemployment/>. In addition, all Contractor’s must comply with, complete and submit with their proposals Proposal Form J Contractor’s Assurance of Compliance.



**SECTION 2 – SCOPE OF WORK AND SERVICES TO BE PROVIDED BY THE CONTRACTOR**

**A. Introduction:** The Contractor shall provide administrative and technical direction for the management and operation of the food service program functions throughout the District. Such direction shall include, at a minimum: provide all food, supplies, assistance in the planning, organizing, coordination, direction, training and controlling of the food service department to ensure the dependable and high quality of the program of the District's food service program. The Contractor shall ensure high student and parent satisfaction in regards to the food service program. The Contractor shall control the cost of labor, supplies and materials and maintain continuous availability of trained and experienced managers and technical support. The Contractor is expected to provide administration and technical direction in the management of the food service organization. When requested, the Contractor shall also be capable of providing the technical expertise and support when needed for the program.

The scope of work and services to be delivered by the Contractor shall be provided in accordance with the highest standards of professionalism, skill, workmanship, applicable trade practices and shall conform to all applicable codes and regulations. All items stated in this RFP and the resulting contract are subject to inspection, audit, and approval by the District.

**B. Service Days and Number of POS Systems:** For the 2023-2024 school year the following table details the number of breakfast and lunch serving days as well as the number of POS stations per school:

School	Breakfast Serving Days	Lunch Serving Days	No. of POS Stations
Conover Road Primary	0	173	1 Teacher and Student
Conover Road Elementary	0	173	1 Teacher and Student
Cedar Drive Middle School	0	173	1 Teacher and Student
Totals	0	519	3

**C. Contractor Responsibilities:**

<b>Contractor Responsibilities:</b>
1. The Contractor shall insure that all food preparation and serving equipment owned by the District shall remain on the premises of the District. The Contractor shall prepare food service for the district schools and/or any other food service requested by the District or required by the State of New Jersey.
2. The Contractor shall notify the District of any equipment belonging to them on District premises within ten (10) days of its placement on the District premises.
3. The Contractor will recommend to the District the purchase of new or replacement equipment as needed. If the District agrees and the funds become available, the equipment will then be replaced.
4. The Contractor will coordinate the repair or replacement of any equipment not functioning properly with the designated District personnel that has repair responsibility.
5. The Contractor shall account for all equipment and make every effort to protect it from pilferage, destruction, or damage.
6. The Contractor shall operate and care for all equipment as well as food service areas (except walls, floors, unexposed vents, windows and lights) in a clean, safe and healthy condition in accordance with standards acceptable to the District and comply with all federal, state, local authorities and regulations.
7. The Contractor shall clean the kitchen/serving areas, including but not limited to sweeping the floors only when food service workers spill items onto floors, counters, sinks, cooking equipment, tables, refrigerators, ovens, freezers, utensils, fryers and hood surfaces.
8. The utmost importance is placed on proper sanitation standards. National Sanitation Foundation (NSF) standards for food service establishments as well as HACCP guidelines must be maintained. In addition, a health department Grade "A" rating must be maintained at all times.
9. The Contractor will provide sanitation standards covering housekeeping, preparation, storage, employees, and equipment. The Contractor will also make adjustments to practices and operation of equipment as required.
10. The Contractor shall comply with all local and state sanitation requirements in the preparation of food.

**SECTION 2 – SCOPE OF WORK AND SERVICES TO BE PROVIDED BY THE CONTRACTOR**

<b>Contractor Responsibilities:</b>
11. Recommend management and operational strategies to contain operating costs, without sacrificing thorough and efficient operations.
12. The Contractor will have a plan for continuous improvement of the current food service program, and will recommend the acceptance of new food service trends that may be available to and approved by the District.
13. The Contractor shall conduct a District approved, customer service satisfaction assessment of the food service program a minimum of once per year and share the results with the District in a timely manner. As part of this assessment the Contractor will survey a broad sampling of middle school students and all Principals and Vice Principals. See paragraph N. Communications and Meetings for details.
14. Contractor Guarantee Budget Exceptions: With the exceptions of enrollment, ADA, number of free and reduced and number of service/feeding days all other budget exceptions must be submitted by Contractor to the District within 14 days of their occurrence and will be discussed and approved or denied within 7 days. All exceptions must be submitted on the form supplied by the District. The form will be used as a running summary of all exceptions approved or denied. Any budget exception not submitted with in the 14 days (other than enrollment, ADA, no. of free and reduced and number of feeding days and will NOT be considered or approved.
15. The Contractor will be responsible for maintaining and updating the POS system including updating the status of all students based upon information supplied by the District and, coordinating all service calls to the POS provider. All charges & expenses for the POS system will be paid for by the District and charged to the food service program as an operating expense.
16. The Contractor will provide a monthly profit and loss statement and required backup. The required backup to the operating statement shall consist of a detailed ledger and copies of invoices which are part of the data of the profit and loss operating statement. Such data must be submitted with the Contractor's monthly invoice. Contractor invoices will not be paid until the data has been submitted.
17. The Contractor will pay for and provide all smallwares.
18. The Contractor will provide all necessary training for their employees.
19. The Contractor will ensure that menu components and portion sizes meet all requirements.
20. The Contractor will ensure proper collection methods of payments.
21. The Contractor will ensure acceptable counting and accountability methods.
22. The Contractor will provide any corporate support services as needed.
23. When requested by administration, the Contractor will provide presentations to the Board.
24. The Contractor will ensure an active advisory committee.
25. The Contractor will provide all promotions and marketing of the program.
26. The Contractor will provide all payroll functions for their employees.
27. The Contractor will provide analysis of trends and participation reports to improve the program.
28. The Contractor will provide an employee roster on a form provided by the District to the District and their designee.

- D. Organization and Reporting Relationships:** The Contractor will report to the School Business Administrator or his/her designee. The Contractors onsite manager will notify the School Business Administrator or his/her designee every time the onsite manager is not in the District (both personal and for business reasons). Also, the Contractors onsite manager will not leave the District for any business reasons unless they have received an advance approval from the School Business Administrator or his/her designee.
- E. Contractors Personnel:** All staff assigned to the District will be direct employees of the Contractor. The Contractor shall establish the terms and conditions under which any employee is hired and has the sole responsibility to compensate its employees, including all wage, benefits, taxes, insurances, workers compensation and unemployment. The District shall have final approval of all Contractor's staff working on-site in the District. The Contractor shall provide appropriate staff to manage the District's food service operations in cooperation with school district administration and to provide assistance in a timely and professional manner with any personnel conflicts and concerns that may arise on a daily basis.

## **SECTION 2 – SCOPE OF WORK AND SERVICES TO BE PROVIDED BY THE CONTRACTOR**

1. The Contractor is expected to recommend hours and a sufficient number of positions at each school location. The Contractor must state the benefit package offered to its employees and define the eligibility requirements (hours & weeks worked) for your staff to qualify for health benefits. The Contractor shall have the sole responsibility to compensate its employees and new employees as they are hired, including all applicable taxes, insurance, and worker's compensation. Personnel employed by the Contractor are the sole responsibility of the Contractor, they are not employees of the District. Therefore, the Contractor will establish its own terms and conditions of employment for its employees. It is expressly understood that the currently employed Contractor employees will be offered the opportunity to interview for positions with the successful Contractor. The current Contractor staff is not unionized.
2. The Contractor must provide at a minimum, a one (1) person onsite management team consisting of a Food Service Director (must be a twelve-month full time position and must work at least 240 days per year). The Director should be in place, working on site by June 15, 2024. As the proposed on-site Director is essential to the success of the program the Contractor will submit with their proposal the resume/summary of qualifications of the proposed onsite Director. All Contractors should submit a resume of their best candidates and detail of the candidates' work history, education, skills and experience. The District will judge this component of the qualifications based upon the resume and skill summary and optional face to face interview. The District may interview the candidate. Should the proposed candidate be unacceptable the Contractor may have one additional opportunity to submit a candidate acceptable to the District in order to be deemed a qualified Contractor. If the additional candidate is to be deemed unacceptable, the Contractor may then be considered as unqualified and may have their proposals rejected.
3. The Contractor will comply with all wage/hour's employment requirements of federal and state law.
4. All new Contractor employees must have a TB test, preliminary private background check (from their 18th birthday), have their fingerprints taken by MorphoTrust, application completed and have the state approved background clearance prior to beginning employment. The private background check must be without any incidents which could disqualify the prospective employee from passing a state background check prior to starting work at the District. These items must be maintained on-site in the employee's personnel file and copies provided to the District and or its representative. Failure to provide this documentation prior to the employee's first day of work may result in termination of this contract.
5. The Contractor shall comply with Pre-Employment Requirements for contracted service providers whose employees have regular contact with students, in accordance with New Jersey P.L. 2018 c.5.
6. The Contractor shall ensure that all employees have submitted a completed, signed and dated federal form I-9, before the start of the contract. In addition, the Contractor shall ensure the documents submitted as part of the I-9 requirements are valid.
7. The Contractor shall comply with Title VI of the Civil Rights Act of 1964 and the regulations of the United States Department of Agriculture issued there under and any additions or amendments thereto. Respondents will certify by signing the RFP forms that the Contractor is in compliance.
8. It is the responsibility of the Contractor to ensure that all OSHA and Hazardous Communication Act regulations applying to this job are adhered to at all times.
9. The Contractor shall instruct its employees to abide by the policies, rules and regulations, with respect to its use of District premises as established by the District from time to time and which are furnished in writing to the Contractor.
10. The District will have the right to require the removal or discharge of Contractor employees for unsatisfactory performance or those that conduct themselves in a manner which is detrimental to the physical, mental or moral well-being of students, staff and faculty, as determined by the

## **SECTION 2 – SCOPE OF WORK AND SERVICES TO BE PROVIDED BY THE CONTRACTOR**

District, provided the demand to do so is submitted in writing to the Contractor. Actual discharge will be in compliance with all applicable laws for the State and Federal Government. In the event of the removal or suspension of any such employee, the Contractor shall immediately restructure its staff without disruption in service.

The District shall have the right to request the replacement of the FSMC's on-site manager, at any time, with two (2) weeks written notice to the FSMC. Once notice is provided by the District to the FSMC, the FSMC shall have three (3) weeks to provide a suitable replacement on-site manager. The replacement manager must be approved by the District.

11. All food service personnel assigned to each school shall be instructed by the Contractor on the use of all emergency switches, and fire and safety devices in the kitchen and cafeteria areas.
12. The use of student workers or students enrolled in the District is prohibited without prior District approval.
13. The Contractor will submit a roster of all employees listing name, position, hourly wage rate, hours worked per day, shift hours and building assignment to the District and/or its designee. The roster will be updated within twenty-four (24) hours of any changes and sent to the District and/or its designee. A completely new roster will be provided at the time of each change in the roster. Failure to provide an acceptable roster demonstrating appropriate and sufficient staffing will be considered a breach of contract and could result in termination. Any time a new employee is added to the roster, the Contractor must send a copy of the state clearance to the District and/or its designee before said employee can begin work. When requested, by the District the Contractor will submit monthly certified payroll for all Contractor labor charged to the operating statement.
14. For safety requirements, all Contractor employees must be able to effectively communicate with the District's staff and the public in the respective buildings by being able to read, write, speak and understand English.
15. Uniforms: All employees shall wear suitable uniforms and slip resistant soled shoes during the working period, and shall carry proper identification. At a minimum the Contractor shall supply and maintain for the duration of the contract one (1) apron, five (5) shirts (must be button down or polo type shirts with collars) and three (3) pairs of pants for its entire staff. New employees must be provided with smocks, aprons or shirts while awaiting their uniforms. Uniforms must be approved beforehand by the District and provided by the Contractor for the entire term of the contract for all of its hourly employees.
16. Contractor's employees shall comply with District policy requiring background driver's license check and having an acceptable driving history to operate vehicles. The Contractor must provide copy of the detailed driving record from the Motor Vehicle Commission for any of its employees who will be operating a District owned vehicle. The record must be without any incidents.
17. All employees must have Harassment, Intimidation and Bullying (HIB) and Right to Know Training prior to starting employment.
18. Increase in New Jersey's minimum wage: Under the recent law, the base minimum wage for New Jersey workers increased to \$15.13 per hour on January 1, 2024. All FSMCs shall factor this increase into their proposal/pricing for staff wages.
19. The FSMC's site-based staff are required to work on-site, at the District, and will not work remotely (or from another location) unless the District grants written permission for the FSMC's employee to do so. The FSMC will not invoice or bill the FSMC nor will the District pay for any staff that is not site-based, unless the District has provided written permission for the FSMC to do so.
20. The FSMC's site-based General Manager must notify the person the FSMC's General Manager reports to at the District, every time the General Manager or one of the FSMC's management team are not in the District (both personal and for business reasons). Also, the FSMC's General Manager

## **SECTION 2 – SCOPE OF WORK AND SERVICES TO BE PROVIDED BY THE CONTRACTOR**

shall not leave the District for any business reasons unless they have received an advance approval from District administration (usually the Business Administrator).

- F. Free and Reduced Meal Policy:** While the District does not participate in the National School Lunch Program (hereafter NSLP), the District will follow the guidelines established by the NSLP for free and reduced meals. The written policy of the District requiring feeding of needy children, free or at reduced prices, shall apply to the Contractors food service operation. The policy is on file in the District office. The District shall be responsible for the implementation of this Policy and the Contractor will abide by it.

The Contractor will be responsible for implementing the policies of the District covering free and reduced-price meals for those students designated by the District as meeting federal and state agency requirements for those programs. All such meals shall be served and accounted for in a manner approved by the District so as to protect the anonymity of the recipients. Meals shall be served and proper accurate pupil participation records shall be maintained by the Contractor based on accurate documentation of eligible free and reduced lunch participation provided by and updated as necessary by the District (current roster of students eligible for free and reduced lunches). The District will supply the POS system with a current up to date roster of students eligible for free and reduced lunches. All students will use their District photo ID card or PIN numbers for use with the POS system. The Contractor will include in its monthly charges the actual cost of such meals. The District will only compensate the Contractor for the actual cost of free and reduced meals...no other markups or fees will be allowed. The District will periodically review free and reduced-price meal applications.

- G. Menus, Menu Items:** A (21) cycle day menu for each category of school (elementary and middle) is attached in Exhibit 6. The District requires the Contractor follow the NSLP meal pattern for the elementary schools but allowing for the use of non-whole products and an 8 oz. water instead of a milk. The successful Contractor must adhere to the 21 cycle day menu they propose. The menu must be approved by the District and must offer the same level of quality, variety and nutritional value as the first (21) day menu. The District expects the Contractor to use their expertise in crafting an offering that will appeal to the demographics of our student population. The District's objective to have the best nutritional program while achieving a minimum of a surplus financial program. Contractors will provide detailed proposed menus as to what their offerings will be after the first 21 days. The Contractor shall provide within (5) days, upon request by the District, menus to be reviewed by the District.

1. **Upscale menu items:** Based on feedback from parent/student surveys and meetings, the FSMC should implement at least three new upscale menu items for each grade level (elementary, and middle) during the school year. These items and pricing must be approved by the District prior to implementation.
2. **Disability Substitutions:** The Contractor is required to substitute food components of the meal pattern for students with disabilities when the disability restricts their diet and is permitted to make substitutions for students without disabilities when they are unable to eat regular meals because of a medical or special dietary need. Substitutions are made on a case-by-case basis and must be supported by a statement of the need for substitutes that includes the recommended alternate foods. In the case of a student with disabilities, the statement must be signed by a medical doctor. For students without disabilities, the statement must be signed by a recognized medical authority

- H. Purchase/Food Specifications:** The Contractor shall purchase all food and non-food at the lowest price possible, consistent with maintaining quality standards and service. The Contractor will be responsible for purchasing standards and specifications to bring about the best quality and price for the District's food service program. The grade, purchase unit, style, weight, ingredients, formulation, etc., will be consistent with the procurement specifications in Schedule B. Three to four times per week the FSMC will prepare scratch prepared meals using fresh ingredients.

- I. Procurement, Storage and Inventory of Food and Supplies:** The Contractor owns the inventory. The successful Contractor awarded the contract will purchase the current Contractor's existing usable inventory

## **SECTION 2 – SCOPE OF WORK AND SERVICES TO BE PROVIDED BY THE CONTRACTOR**

of food and supplies and retain ownership. The District will pay for and the Contractor will invoice all purchases/inventory when used rather than when purchased.

1. The Contractor will request, receive and inspect foods delivered by vendors and forward a list of bills when billing the District as well as maintain adequate storage practices and controls of inventory and control.
2. The Contractor shall inventory the equipment, food and supplies owned by the District at the beginning of the contract year, including but not limited to flatware, trays, chinaware, glassware, kitchen utensils and food purchased. Copies of the above recommended inventories should be forwarded to the District within fifteen (15) days of completion and at the end of the school year.

**J. Rebates, Discounts, Credits and Fees:** All rebates, discounts and credits must be refunded/passed through to the District. The Contractor is not to retain any of them. They must be credited monthly on the Contractor's operating statement. You must show this as a separate line item in Proposal Form B. This RFP does not allow any Contractor to charge procurement fees. The service of purchasing for the District is a standard service and must be included in the management fee.

1. The following is the language which will be incorporated into the contract with the successful Contractor for Rebates, Discounts and Credits.
  - a) The food service management company shall charge the District only for costs that are actual and allowable, net of all credits, discounts, rebates, and allowances.
  - b) The food service management company must either identify allowable and unallowable costs on billing documents, OR must exclude all unallowable costs from its billings and certify that only allowable costs are submitted for payment by the District. Records must be established that maintain visibility of unallowable costs, including directly associated costs, in a manner suitable for contract cost determination and verification.
  - c) While the District is not on the NSLP the determination of allowable costs will be made in compliance with the applicable USDA and program regulations and Office of Management and Budget Circular A-87. 7 CFR 210.21 (iii). The Contractor, on a monthly basis on a monthly basis must provide actual certified payroll, vendor invoices for all wages, costs and charges to the District's operating statement/program.
  - d) The food service management company must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the District for payment and individually identify the amount as a discount, rebate or nature of the credit. This information must be reported monthly
  - e) The food service management company must identify the specific method(s) by which it will report discounts, rebates and other applicable credits allocable to the contract, that are not reported prior to the conclusion of the contract. Identify the location in the contract where the methods are specified.
  - f) The food service management company must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the District or state agency.
  - g) When requested by the District for certain products, the Contractor must submit copies of source documents which show the amount of rebate.

### **K. Accounting Systems and Records:**

1. The Contractor shall assume accountability and responsibility for:
  - a) Daily bookkeeping and recording functions.
  - b) Monthly profit and loss statements on a format required by the district.
  - c) Annual budgeting, cost and inventory controls.
  - d) Organization and preparation of records for annual audit by the District.
  - e) Forecasting as to profitability and participation of the food service program.

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2. The Contractor shall request, receive, and verify for payment supplies used in conjunction with the food service program.
3. The Contractor will provide monthly and other reports to the District which describes operating costs and related statistical information.
4. The Contractor shall bill the District monthly for the actual expenses of operation providing all back up, documentation and verification as required by N.J.S.A.18A: 17-34 and N.J.S.A.18A:19-1.
5. The District shall make payments in accordance with the Board approved Bill List Schedule.
6. The District shall designate by name and title the employee or employees whose responsibility shall be to supervise and audit all financially related operations of the Contractor pertinent to the District.
7. The District, at its own expense, shall audit the Contractors operations as part of its year-end audit.
8. Contractors must have a service audit performed by an independent audit firm engaged by the Contractor. This service audit must report on the Contractor's control structure policies and procedures. A copy of the current service audit must be retained on file by the Local Education Agency. The Contractor shall submit to the District a SAS 70 report of its internal control structure by October 30<sup>th</sup> of every contract year.
9. Books and records of the Contractor pertaining to the District's food service operation shall be available to the District for a period of five (5) years from the end of the fiscal year to which they pertain, for inspection and audit by either state or federal representatives and auditors.
10. The Contractor will reconcile the bank deposits and meal counts each day with the POS reports of all sales and revenues (meals and ala carte). The Contractor will provide the District with a certified daily summary of this reconciliation.

**L. District Direct Fixed Charges:** District Direct charges: There will not be any District Direct Fixed Changes.

**M. Contractor Investments:** There aren't any assumed investments nor investments required. Any investment must be pre-approved by the District. All investments/capital improvements made the Contractor will be amortized over a period of five years calculated on a straight-line basis beginning July 1, 2024 and ending June 30, 2029. Contractor investments shall not be made without prior written approval from the District Business Administrator. Contractor shall provide such documentation as requested by the District to substantiate cost of said investment. The District will hold title to items funded by the investment. The Contractor will amortize this investment on a straight-line depreciation basis over a period of five (5) years and the District shall be invoiced for and shall repay such investment on a monthly basis as an allowable Direct Cost. If this Contract is terminated or is not renewed prior to the full amortization of the Investment, the District shall promptly select one of the following options:

1. Retain any equipment funded by the Investment and continue to make payment to the Contractor in accordance with the agreed upon monthly amortization schedule; or
2. Retain any equipment funded by the Investment and pay the full amount of the unamortized portion of the investment immediately upon termination.

Contractor will provide the District with a biannual reconciliation of what equipment was purchased and charged to the investment. The reconciliation will detail the following: description of equipment, make, model, serial number, location, date purchased, amount and the amount remaining of the original investment. All equipment must be purchased in accordance with the Public School Contracts Law (N.J.S.A. 18A:18A-1 et seq.) and approved by the District.

**N. Communications and Meetings:**

1. The Contractor shall be required to hold meetings with each school's parent group at least (3) three times per year. (October, January, April). At a minimum, these meetings shall be held by the on-site management team and the Contractor's District Manager and other company leadership (as needed).



## **SECTION 2 – SCOPE OF WORK AND SERVICES TO BE PROVIDED BY THE CONTRACTOR**

2. Student meetings with the on-site management team shall be held bi-monthly (September thru June). Student surveys must be done at least once (1) per year. The purpose of these meetings and surveys is to gather useful information so the Contractor is more prepared to offer the type of program the school community is interested in participating in. The Contractor will submit, to the District, for review and approval a draft template of their intended surveys by September 30th of every contract year.
3. Ongoing, the Contractor will communicate with Administration on all concerns, issues or any planned changes in the program.
4. Within 60 days of the start date of the contract, the Contractor will meet with Administration to establish Common Goals and Objectives for the Food Service Program.

**O. Nutrition Education:** The Contractor shall promote the nutritional education aspects of the District's food service program and cooperate in the efforts of the District to coordinate these aspects with classroom instruction.

**P. Income:** The District shall receive all income from the program and deposit it into a School District account as required by N.J.S.A. 18A:17-34 and N.J.S.A. 18A: 19 1-4. All deposits shall be transported by Contractor personnel in bags by school with completed deposit tickets so that funds may be deposited.

**Q. Special and General Conditions:**

1. The Contractor should examine kitchens, cafeterias, receiving and storage areas where services are to be provided.
2. The Contractor shall provide service/catering for District functions when requested. No such special services may be provided to any outside group without prior approval from the District.
  - a. The Contractor, when catering, is expected to supply linens, china, glassware, and silverware when requested at competitive pricing. Paper products (paper plates, plastic silverware, etc.) will be provided at no extra charge when linens and china are not requested.
  - b. The prices for catering will be negotiated by the Contractor and District. A complete catering brochure outlining menu/prices will be available to the District for review and approval prior to July 1st of each contract year. These prices will remain in effect for one year unless modified by mutual agreement. Variations on catering menu items/pricing are subject to written agreement between the Contractor and purchasers of the catering service.
3. No alterations, changes or improvements shall be made to the facilities granted to the Contractor without obtaining prior written permission of the District with the final decision as to alterations, changes or improvements reserved solely for the District.
4. Oral Presentation: An oral presentation by a Contractor to supplement a proposal may be required, if requested by the District.
5. The Contractor and its employees must comply with Board of Education policies and protocols, i.e. parking, security, wearing photo ID at all times, etc.
6. The Contractor will provide the District, on a timely basis, with all information required to maintain compliance with Dept. of Education reporting obligations defined in NJ Smart.  
<https://www.njsmart.org/njr/index>
7. The Contractor will arrange for all equipment repairs. The Contractor will follow the District's procurement policy for arranging repairs. If the District's procurement policy is not followed the Contractor will be responsible for paying for those repairs in which the District's procurement policy was not followed.

**R. Rental of Facilities for Community Use:** The District retains the right to rent or donate food service facilities during non-school hours or weekends, provided that such activity does not interfere with the normal food service operation. When such functions take place, the District may require that a member(s) of the food service staff be on duty to assure the safe use of District owned equipment and/or to provide



## **SECTION 2 – SCOPE OF WORK AND SERVICES TO BE PROVIDED BY THE CONTRACTOR**

access to the facilities. The District shall return the facilities and equipment to the Contractor in the same condition as received, normal wear and tear accepted.

- S. Insurance Requirements:** The Contractor shall maintain during the life of the contract, insurance policies of the type and with the minimum limits indicated below and, in a form, satisfactory to the District. All Insurance coverage evidenced by the Contractor in accordance with this contract shall be from A.M. Best's rated A-X or better and the Insurance Company is licensed to do business in the State of New Jersey. Prior to signing of an award contract and at any time as requested by the District, the Contractor shall provide a certified copy of the policies and/or certificates of insurance.

The policies shall not be canceled without thirty (30) days' prior written notice of cancellation to the District. The District, its officers, officials, agents, employees, consultants shall be named as additional insured under the Contractor's policies of insurance except worker's compensation. The Contractor shall hold the District harmless and their insurance coverage shall be considered primary and non-contributory.

1. *Commercial General Liability* insurance, written on an occurrence basis, and must not be altered by any endorsements limiting coverage. Limits of liability shall not be less than the following:
  - a. \$2,000,000 General Aggregate per location/per job
  - b. \$2,000,000 Products/Completed operations
  - c. \$1,000,000 Personal Injury and Advertising Injury Limit
  - d. \$1,000,000 in Cyber Liability
  - e. \$1,000,000 Each occurrence Combined Single Limit for Bodily Injury and Property Damage
  - f. \$100,000 Pollution CleanupThe coverage shall include but not limited to: Premises/Operations, Independent Contractors, Contractual Liability, Broad Form Property Damage Liability including Completed Operations, Personal Injury, Products and Completed Operations and Pollution Cleanup and Liability.
2. *Worker's Compensation* insurance in accordance with laws of the State of New Jersey, covering all employees and subcontractors employed by the Contractor in connection with the Services for the duration of the Agreement. Limits for employers' Liability should not be less than \$1,000,000 each accident, \$1,000,000 disease and \$1,000,000 disease policy limit.
3. *Comprehensive Automobile Liability* insurance covering the use of all owned, non-owned, hired or leased automobiles with limits of liability not less than \$1,000,000 combined single limit for bodily injury and property damage. Coverage should include uninsured and underinsured motorist at limits no less than the minimum statutory limits.
4. *Umbrella Liability* insurance policy written on an occurrence basis with a minimum combined single limit of \$5,000,000 as "Follow Form" excess of the Contractor's Employer's Liability, Commercial General Liability and Comprehensive Automobile Liability insurance policies required herein. Coverage to include on site limited pollution.
5. *Commercial Crime* insurance for first- and third-party crime with coverage of \$300,000 for blanket dishonesty with faithful performance, theft, disappearance and destruction including loss of money, money orders, securities, counterfeit paper on or off premises, depositor's forgery or alteration and computer fraud.

- T. Harassment, Intimidation and Bullying:** Pursuant to N.J.S.A. 18A:37-13 et seq., all contracted service providers, defined as any organization that is a party to a contract or agreement for services with the District, and all employees of contracted service providers are required to comply with the provisions of the District's anti-bullying policy. Contracted service providers and its employees shall verbally report any act of harassment, intimidation or bullying of a student on the same day on which the act was witnessed, or on the same day on which reliable information that a student has been subject to harassment, intimidation or bullying was received, and shall report the same in writing within two (2) school days. All verbal and written reports of harassment, intimidation or bullying of a student shall be made to the school principal or

## **SECTION 2 – SCOPE OF WORK AND SERVICES TO BE PROVIDED BY THE CONTRACTOR**

to any school administrator or safe schools resource officer. Reports may be made anonymously in accordance with the reporting procedure as set forth in the anti-bullying policy. The District shall provide to all contracted service providers and its employees a copy of the District's anti-bullying policy and information regarding the policy.

### **U. Licenses, Fees and Taxes:**

1. The Contractor shall obtain and post all applicable health permits for its facility.
2. The Contractor shall comply with all health and safety regulations required by federal, state or local law. The Contractor shall maintain applicable health certifications.
3. The Contractor shall have state or local health certification for any facility outside the District in which it proposes to prepare meals and the Contractor shall maintain this health certification for the duration of the contract.

**V. OSHA, AHERA, Blood borne Pathogens, HIB (Harassment, Intimidation & Bulling), Right to Know/Understand, and Hazardous Communication Act Regulations:** It is the responsibility of the Contractor to ensure that all AHERA, OSHA, Blood borne Pathogens, HIB (Harassment, Intimidation & Bulling) and Right to Know/Understand, Hazardous Communication Act: regulations applying to this contract are adhered to at all times.

**W. New Jersey Worker and Community Right to Know Act:** The manufacturer or supplier of chemical substances or mixtures will label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C. 8:59-2 et seq.). Containers that the law and rules require to be labeled will show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Safety Data Sheets (SDS) – hazardous substance fact sheet – must be furnished.

**X. Buy American:** Pursuant to N.J.S.A. 18A:18A-20, if manufactured items or farm products will be provided under this contract to be used in a public work, they shall be manufactured and farm products of the United States, wherever available.

**SECTION 3 - SCHEDULES**

<b>SCHEDULE A</b>	Contractor	District
<b>Cost Responsibility Summary</b>		
<b>FOOD</b>		
Food Purchasing	X	
Processing and Payment of Invoices	X	
Inventory of Food and Supplies	X	
<b>CONTRACTOR LABOR</b>		
Payment of Management and Hourly Wages	X	
Payroll Taxes of Management and Hourly Employees	X	
Fringe Benefits and Insurance of Management and Hourly Employees	X	
Preparation and Processing of Management and Hourly Employees Payroll	X	
Costs of Administrating Benefits for All Contractor Employees	X	
Workers' Compensation for Management and Hourly Employees	X	
Background Checks and TB Testing	X	
Training for Contractor Food Service employees (Including Serv-Safe Training)	X	
Personal Protection Equipment for Contractor Employees including face masks rated at N95 or better.	X	
<b>OTHER DIRECT COSTS</b>		
Paper Supplies (foil, plastic wrap, etc.) and Cleaning Supplies	X	
Use of Eco Fiber Trays (no Styrofoam) at all Schools	X	
Laundry	X	
Menu Printing and Paper	X	
Replacement of Capital/Major Equipment		XX
Replacement of Expendable/Minor Equipment (Smallwares)	X	
Cost of Repairing Equipment (Each are responsible for the repair of their own equipment)	X	XX
Disposable Service ware	X	
Telephone – Local & Long Distance		XX
Telephone – Cell Phones	X	
POS System Annual Software Fees (Licensing, Maintenance, Rollover, etc. will charged as a Direct Cost to the program)	X	
Broad Band Access (Will be provided for. Modifications will be the Contractors responsibility and must comply with District network standards)		XX
Removal of Trash and Garbage from Kitchen		XX
Removal of Trash and Garbage from Premises		XX
Products and Public Liability Insurance	X	
Provide and Maintain a Vehicle/s if needed, (operating expenses, repairs, gas, oil, taxes & licenses). Beyond what the District provides.	X	
Uniforms for All Employees	X	
Computers and software	X	
Office Supplies	X	
Postage	X	
Insurance ( <i>General and Product Liability, etc.</i> )	X	
Sales Taxes	X	
Utilities		XX
Pest Control		XX
<b>CLEANING</b>		
Ceiling, Light Fixtures and Fans		XX
Dishwashing	X	
Equipment	X	

**SECTION 3 - SCHEDULES**

<b>SCHEDULE A</b>		<b>Contractor</b>	<b>District</b>
<b>Cost Responsibility Summary</b>			
Hoods (exterior of the hood inside the kitchen only)			XX
Rest Rooms			XX
Vent from Hoods to Outside			XX
Walls			XX
Kitchen Floors – Spills	X		
Kitchen Floors – Sweeping			XX
Kitchen Floors - Mopping			XX
Kitchen/Serving Area (excluding floors)	X		
Kitchen/Serving Area – Floors			XX
Cafeteria/Dining Area (including floors)			XX
Cafeteria Tables and Chairs (after each lunch period)			XX
<b>OTHER RESPONSIBILITIES</b>			
Daily Cash Pick Up and Bank Deposit	X		
Provide, Manage and Service All Vending Machines as Detailed in Schedule F	X		
Building Maintenance			XX
Selling Pre-Paid Lunches (if needed)	X		
Distribution of Meal Tickets (if needed)			XX
Meal Ticket Printing (if needed)	X		
SAS 70 Compliance	X		
Travel	X		
Auditors Fees			XX

<b>SCHEDULE B</b>	
<b>Food/Procurement Specifications - MINIMUM REQUIREMENTS</b>	
<b>Product</b>	<b>Level of Inspection/Quality</b>
Dairy Products	Grade A
Fresh Eggs	Grade A, 100% cage free
Frozen Eggs	Must be USDA inspected
Cheese	Must be 100% cheese no alternates may be used.
Milk	Pasteurized Grade A, Hormone Free
Canned Fruit and Vegetables	US Grade A Choice or fancy (fruit to be packed in light syrup or natural juice)
Fresh Fruit	USDA No. 1 Grade, Fancy - All fruit servings must be a minimum of 1/2 cup. Fresh fruit must be offered daily at all meal periods. This may be in conjunction with canned fruit. Local and/or Jersey Fresh when available.
Fresh Vegetables	USDA No. 1 Grade, Fancy - A minimum of two, 1/2 cup creditable servings of vegetables should be offered daily at all levels. One of the daily vegetable offerings at all levels must be a garden salad served in 1-cup portions to constitute a full 1/2 cup vegetable component. Local and/or Jersey Fresh when available.
Frozen Fruit and Vegetables	US Grade A Choice or Better
Breads, Rolls and Wraps	Delivered Fresh Daily, WGR options must be available daily
Bagels, Local Vendor	Delivered Fresh Daily
Beef	100% Domestic Grain Fed Angus (No LFTB/BLBT) 80/20. Ground beef must be fresh never frozen.
Lamb and Veal	USDA Grade Choice or better
Pork	US No. 1 or US No. 2
Poultry/Chicken	USDA Grade A, antibiotic and hormone free. All products must be made with white breast meat, or white whole muscle meat chicken.

**SECTION 3 - SCHEDULES**

**SCHEDULE B**

**Food/Procurement Specifications - MINIMUM REQUIREMENTS**

<b>Product</b>	<b>Level of Inspection/Quality</b>
	<p><i>Elementary School</i> chicken offerings (all varieties) must contain a minimum of 2oz meat.</p> <p><i>Middle School</i> chicken breasts and patties must contain a minimum of 3oz meat; chicken tenders, nuggets, pieces, and the like, must contain a minimum of 3oz meat.</p>
Seafood	Top Grade, frozen fish must be a nationally distributed brand, packed under continuous inspection of USDA
Staple Groceries	To be of a level commensurate with previous listed standards
Deli Meat Specifications (must be Boars Head brand or the equivalent)	<p><i>Elementary Schools</i> deli sandwiches and entrée salads must contain a minimum of 3oz meat/meat.</p> <p><i>Middle School:</i> deli sandwiches and entrée salads must contain a minimum of 4oz meat/meat alternate and are to be considered entrées eligible as part of the reimbursable meal at the regular student selling price of a lunch meal.</p> <p>Turkey should be all-natural breasts with less than 380mg Sodium; Ham should have less than 490mg Sodium; Roast Beef should have less than 390mg Sodium. All of these selected meats should have “no added sugar”.</p>
Deli Meat Variety (must be Boars Head brand or the equivalent)	<p><i>Elementary Schools</i> must feature daily at a minimum:</p> <ul style="list-style-type: none"> <li>• 2 pre-made deli sandwiches of Oven Roasted Turkey, Black Forest Ham or Low Sodium Bologna with or without Cheese</li> <li>• Cheese sandwich</li> <li>• Peanut butter and jelly sandwich</li> <li>• 1 entrée salad varieties (chef, chicken Caesar, Greek, egg, etc.)</li> </ul> <p><i>Middle Schools</i> must feature a daily deli/salad bar with made-to-order sandwiches and salad meals offering a high-quality selection of fresh vegetables, proteins, fruits, and whole grain breads.</p> <p>The minimum daily deli/salad bar requirements are as follows:</p> <ul style="list-style-type: none"> <li>• 4 proteins</li> <li>• 2 cheeses</li> <li>• 4 sandwich/salad toppings (vegetables, fruits, seeds, etc.)</li> <li>• 4 condiments/dressings must be low sodium, sugar and contain no trans fats.</li> </ul>
Pizza Variety	<p>Elementary Schools must offer pizza once per week (usually Fridays). Type of pizza must vary bi-weekly.</p> <p>Middle Schools must offer a daily pizza station of at least three to four varieties:</p> <ul style="list-style-type: none"> <li>• Cheese</li> <li>• Meat</li> <li>• Vegetable</li> <li>• Specialty</li> </ul> <p>Stromboli or calzone</p>
Theme Meal Specs	<p>Theme Meals must be offered daily at <i>Middle School</i>. These high-quality meals must be developed with creativity.</p> <p>Theme Meals must be advertised and promoted on the monthly menu.</p>
Organic Menu Items:	Organic and local ingredients must be incorporated into the menu several times per week.
Beef Patties	Certified Organic, Grass Fed, Smashed
Chicken	Harvest Land, antibiotic free, gluten free, cage free

**SECTION 3 - SCHEDULES**

<b>SCHEDULE C</b>	
<b>Meal Equivalent, Current Meal &amp; Ala Carte Prices</b>	
<b>Meal Equivalent</b>	
All income such as al a carte, catering, adult meals, etc. will be converted to a meal equivalent using this rate. This is equivalent to the average of the elementary and middle school meal prices.	\$4.58

<b>Primary School</b>		<b>2024-2025</b>
<b>LUNCH</b>	Student Lunch	\$4.75
	Featured Favorite Lunch	\$5.25
	Reduced Price Lunch	\$0.50
	Faculty Lunch	\$5.25
	Faculty Featured Favorite	\$5.75
<i>Lunch Meals include: Entrée selection (protein/grain), fruit, vegetable, and an 8 oz. milk</i>		
<b>ENTRÉE:</b>	Student Lunch Entrée Only	\$4.00
	Featured Favorite Entrée Only	\$4.50
	Pizza Slice	\$3.00
<b>SANDWICHES:</b>	Featured Favorite Deli Sandwich or Wrap as a Complete Meal or a la Carte	\$5.25
	Peanut Butter & Jelly, large	\$3.50
<b>SALADS:</b>	Dressing Packet, extra	\$1.00
<b>SOUP/BREADS:</b>	Soup Cup, 8 oz.	\$3.00
<b>SIDES:</b>	Side Salad, 5 oz.	\$2.00
	Fresh Fruit/Cupped Fruit, 1 cup (2 portions)	\$1.50
	Side Vegetable, 1 cup (2 portions)	\$1.50
<b>BREAKFAST A LA CARTE:</b>	Coffee/Hot Tea 10 oz. (Faculty/Staff Only)	\$2.25
<b>SNACKS A LA CARTE:</b>	Freshly Baked Cookie, small	\$1.00
	Baked Snacks/Chips, large	\$2.00
	Rice Krispies Treat	\$2.00
	Cheese Stick	\$1.00
	Fresh Fruit & Yogurt Parfait, 12 oz.	\$4.25
	Fresh Fruit Cup, 8 oz.	\$3.50
	Frozen Yogurt, 4 oz.	\$2.25
Goldfish/Cheez-It	\$1.25	
<b>BEVERAGE:</b>	Milk, 8 oz.	\$1.00
	Juice, 4 oz.	\$1.00
	Apple & Eve 100% Juice, 8 oz.	\$2.00
	Bottled Water, 10 oz.	\$1.50

**SECTION 3 - SCHEDULES**

<b>SCHEDULE C</b>		
<b>Current Meal &amp; Ala Carte Prices</b>		
<b>Elementary School</b>		<b>2023-2024</b>
<b>LUNCH</b>	Student Lunch	\$4.50
	Featured Favorite Lunch	\$5.00
	Reduced Price Lunch	\$0.50
	Faculty Lunch	\$5.00
	Faculty Featured Favorite	\$5.50
<i>Lunch Meals include: Entrée selection (protein/grain), fruit, vegetable, and an 8 oz. milk</i>		
<b>ENTRÉE:</b>	Student Lunch Entrée Only	\$3.75
	Featured Favorite Entrée Only	\$4.25
	Pizza Slice	\$2.75
<b>SANDWICHES:</b>	Peanut Butter & Jelly, large	\$3.50
<b>SALADS:</b>	Dressing Packet, extra	\$0.95
<b>SOUP/BREADS:</b>	Soup Cup, 8 oz.	\$3.00
<b>SIDES:</b>	<i>Trip to the Farm Stand</i>	
	Side Salad, 16 oz.	\$2.00
	Fresh Fruit/Cupped Fruit, 1 cup (2 portions)	\$1.50
	Side Vegetable, 1 cup (2 portions)	\$1.50
<b>SNACKS A LA CARTE:</b>	Freshly Baked Cookie, small	\$1.00
	Baked Snacks/Chips, large	\$2.00
	Rice Krispies Treat	\$2.00
	Cheese Stick	\$1.00
	Fresh Fruit & Yogurt Parfait, 12 oz.	\$4.00
	Hot Pretzel, small	\$1.75
	Fresh Fruit Cup, 8 oz.	\$3.25
	Frozen Yogurt, 4 oz.	\$2.25
<b>BEVERAGE:</b>	Milk, 8 oz.	\$1.00
	Juice, 4 oz.	\$1.00
	Apple & Eve 100% Juice, 8 oz.	\$2.00
	Bottled Water, 10 oz.	\$1.25
	Bottled Water, 16.9 oz.	\$1.75
	100% Sparkling Juice (Envy/Switch)	\$2.50

**SECTION 3 - SCHEDULES**

<b>SCHEDULE C</b> <b>Current Meal &amp; Ala Carte Prices</b>		
Middle School		2023-2024
LUNCH	Student Lunch	\$4.50
	Featured Favorite Lunch	\$5.00
	Reduced Price Lunch	\$0.50
	Faculty Lunch	\$5.00
	Faculty Featured Favorite	\$5.50
<i>Lunch Meals include: Entrée selection (protein/grain), fruit, vegetable, and an 8 oz. milk</i>		
ENTRÉE:	Student Lunch Entrée Only	\$3.75
	Featured Favorite Entrée Only	\$4.25
	Pizza Slice	\$2.75
SANDWICHES:	Peanut Butter & Jelly, large	\$3.50
SALADS:	Dressing Packet, extra	\$0.95
SOUP/BREADS:	Soup Cup, 8 oz.	\$3.00
SIDES:	Side Salad, 16 oz.	\$2.00
	Fresh Fruit/Cupped Fruit, 1 cup (2 portions)	\$1.50
	Side Vegetable, 1 cup (2 portions)	\$1.50
	French Fries/Potato Tots, 4 oz.	\$2.60
SNACKS A LA CARTE:	Freshly Baked Cookie, small	\$1.00
	Welch's Fruit Snacks	\$1.50
	Baked Snacks/Chips, large	\$2.00
	Rice Krispies Treat	\$2.00
	Gluten Free Brownie	\$3.00
	Cheese Stick	\$1.00
	Fresh Fruit & Yogurt Parfait, 12 oz.	\$4.00
Fresh Fruit Cup, 8 oz.	\$3.25	
ICE CREAM:	Ice Cream Sandwich	\$2.00
	Ice Cream Bar	\$2.50
	Frozen Yogurt, 4 oz.	\$2.25
BEVERAGE:	Milk, 8 oz.	\$1.00
	Juice, 4 oz.	\$1.00
	Apple & Eve 100% Juice, 8 oz.	\$2.00
	Bottled Water, 10 oz.	\$1.25
	Bottled Water, 16.9 oz.	\$1.75
	Snapple Canned Juice	\$2.25
	100% Sparkling Juice (Envy/Switch)	\$2.50



**SECTION 3 - SCHEDULES**

<b>SCHEDULE D - Schools, Lunch /Breakfast Times and Enrollment Data</b>									
Lunch & breakfast will be provided in accordance with the terms and conditions of the food service specification at the following locations:									
<b>School</b>	<b>Grade Levels</b>	<b>Serving Times</b>	<b>Serving Periods</b>	<b>Satellite Yes/No</b>	<b>Enrollment</b>	<b>ADA YTD</b>	<b>No. of Staff</b>	<b>Eligible Free</b>	<b>Eligible Reduce</b>
<b>Elementary Schools</b>									
Conover Road Primary	K-2	Breakfast - 0:00am to 0:00am	None	No	349	93.10%	94	9	7
		Kindergarten Lunch - 11:10am to 11:40am	1						
		1st Grade Lunch - 11:50am to 12:30pm	1						
		Pre-School Lunch - 12:30pm to 1:10pm	1						
		2st Grade Lunch - 12:40pam to 1:20pm	1						
Conover Road Elementary	3-5	Breakfast - 0:00am to 0:00am	None	No	294	94.30%	70	8	5
		4th Grade Lunch - 11:15am to 11:55am	1						
		5th Grade Lunch - 12:00pm to 12:40pm	1						
		3rd Grade Lunch - 1:05pm to 1:45pm	1						
<b>Middle School</b>									
Cedar Drive Middle School	6-8	Breakfast - 0:00am to 0:00am	None	No	302	93.00%	64	11	1
		8th Grade Lunch - 10:35am to 11:05am	1						
		6th Grade Lunch - 11:30am to 12:00pm	1						
		7rd Grade Lunch - 12:15pm to 12:45pm	1						
<b>Totals</b>									
					<b>945</b>		<b>228</b>	<b>28</b>	<b>13</b>
<b>* Current Enrollment, ADA, &amp; Eligibility figures are as of October 2023 YTD</b>									

**SECTION 3 - SCHEDULES**

**Schedule E - Current FSMC Employee Schedule  
All Staff on FSMC Payroll, Must List All Proposed Positions Including Management**

	<b>Assigned School</b>	<b>Position</b>	<b>Hours/ Day</b>	<b>Days/ Year</b>	<b>Hourly Rate</b>	<b>Benefit Eligible</b>
1.	Cedar Drive Middle	General Worker	4	178	\$15.15	Yes
2.	Cedar Drive Middle	Cook/Manager	5.5	178	\$19.00	Yes
3.	Cedar Drive Middle	General Worker	5.5	178	\$15.13	Yes
4.	Cedar Drive Middle	General Worker	5	178	\$15.13	Yes
5.	Cedar Drive Middle	General Worker	4	178	\$16.00	Yes
6.	Conover Road Elem.	Cook/Manager	5.75	178	\$17.00	Yes
7.	Conover Road Elem.	General Worker	4.75	178	\$15.75	Yes
8.	Conover Road Elem.	Substitute	0		\$15.25	Yes
9.	Conover Road Primary	Cook	5	178	\$16.50	Yes
10.	District Wide	Food Service Director	8	260	Salary	Yes

**Schedule F**

**Vending Machines Operated by Food Service**

Currently, the food service program does not operate vending machines in the School District.

SECTION 3 - SCHEDULES

Schedule G

Meal Counts, Ala Carte & Other Sales and Serving Days 2022 - 2023

Lunch September 2022									Breakfast September 2022					
School	Free	Red.	Paid	Total	Ala Carte	Adult	Vending	Serv. Days	Severe Need/Regular				Ala Carte	Serv. Days
									Free	Red.	Paid	Total		
Conover Road Primary	60	20	1,650	1,730	\$4,061.45	\$410.00	\$0.00	17	0	0	0	0	\$0.00	0
Conover Road Elementary	93	5	1,882	1,980	\$6,430.55	\$89.25	\$0.00	17	0	0	0	0	\$0.00	0
Cedar Drive MS	112	82	2,136	2,330	\$9,219.90	\$5.25	\$0.00	17	0	0	0	0	\$0.00	0
<b>Total</b>	<b>265</b>	<b>107</b>	<b>5,668</b>	<b>6,040</b>	<b>\$19,711.90</b>	<b>\$504.50</b>	<b>\$0.00</b>	<b>-</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>	<b>-</b>
Lunch October 2022									Breakfast October 2022					
School	Free	Red.	Paid	Total	Ala Carte	Adult	Vending	Serv. Days	Severe Need/Regular				Ala Carte	Serv. Days
									Free	Red.	Paid	Total		
Conover Road Primary	51	22	1,582	1,655	\$3,966.25	\$238.50	\$0.00	14	0	0	0	0	\$0.00	0
Conover Road Elementary	104	9	1,814	1,927	\$4,548.25	\$63.00	\$0.00	14	0	0	0	0	\$0.00	0
Cedar Drive MS	92	70	1,853	2,015	\$8,487.10	\$42.00	\$0.00	14	0	0	0	0	\$0.00	0
<b>Total</b>	<b>247</b>	<b>101</b>	<b>5,249</b>	<b>5,597</b>	<b>\$17,001.60</b>	<b>\$343.50</b>	<b>\$0.00</b>	<b>-</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>	<b>-</b>
Lunch November 2022									Breakfast November 2022					
School	Free	Red.	Paid	Total	Ala Carte	Adult	Vending	Serv. Days	Severe Need/Regular				Ala Carte	Serv. Days
									Free	Red.	Paid	Total		
Conover Road Primary	55	23	1,737	1,815	\$4,995.25	\$366.75	\$0.00	17	0	0	0	0	\$0.00	0
Conover Road Elementary	129	6	1,975	2,110	\$5,427.55	\$110.25	\$0.00	17	0	0	0	0	\$0.00	0
Cedar Drive MS	86	63	2,369	2,518	\$10,231.00	\$10.50	\$0.00	17	0	0	0	0	\$0.00	0
<b>Total</b>	<b>270</b>	<b>92</b>	<b>6,081</b>	<b>6,443</b>	<b>\$20,653.80</b>	<b>\$487.50</b>	<b>\$0.00</b>	<b>-</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>	<b>-</b>
Lunch December 2022									Breakfast December 2022					
School	Free	Red.	Paid	Total	Ala Carte	Adult	Vending	Serv. Days	Severe Need/Regular				Ala Carte	Serv. Days
									Free	Red.	Paid	Total		
Conover Road Primary	72	22	1,727	1,821	\$4,635.20	\$371.25	\$0.00	15	0	0	0	0	\$0.00	0
Conover Road Elementary	118	6	1,837	1,961	\$5,157.90	\$105.00	\$0.00	15	0	0	0	0	\$0.00	0
Cedar Drive MS	98	66	2,204	2,368	\$9,316.11	\$0.00	\$0.00	15	0	0	0	0	\$0.00	0
<b>Total</b>	<b>288</b>	<b>94</b>	<b>5,768</b>	<b>6,150</b>	<b>\$19,109.21</b>	<b>\$476.25</b>	<b>\$0.00</b>	<b>-</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>	<b>-</b>

SECTION 3 - SCHEDULES

Schedule G

Meal Counts, Ala Carte & Other Sales and Serving Days 2022 - 2023

Lunch January 2023									Breakfast January 2023					
School	Free	Red.	Paid	Total	Ala Carte	Adult	Vending	Serv. Days	Severe Need/Regular				Ala Carte	Serv. Days
									Free	Red.	Paid	Total		
Conover Road Primary	103	27	2,304	2,434	\$6,454.70	\$608.25	\$0.00	20	0	0	0	0	\$0.00	0
Conover Road Elementary	162	9	2,294	2,465	\$6,984.00	\$136.50	\$0.00	20	0	0	0	0	\$0.00	0
Cedar Drive MS	131	96	2,780	3,007	\$11,884.30	\$5.25	\$0.00	20	0	0	0	0	\$0.00	0
<b>Total</b>	<b>396</b>	<b>132</b>	<b>7,378</b>	<b>7,906</b>	<b>\$25,323.00</b>	<b>\$750.00</b>	<b>\$0.00</b>	<b>-</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>	<b>-</b>
Lunch February 2023									Breakfast February 2023					
School	Free	Red.	Paid	Total	Ala Carte	Adult	Vending	Serv. Days	Severe Need/Regular				Ala Carte	Serv. Days
									Free	Red.	Paid	Total		
Conover Road Primary	90	26	2,204	2,320	\$5,948.90	\$542.25	\$0.00	18	0	0	0	0	\$0.00	0
Conover Road Elementary	143	11	2,179	2,333	\$6,650.35	\$273.00	\$0.00	18	0	0	0	0	\$0.00	0
Cedar Drive MS	117	90	2,517	2,724	\$11,250.25	\$0.00	\$0.00	18	0	0	0	0	\$0.00	0
<b>Total</b>	<b>350</b>	<b>127</b>	<b>6,900</b>	<b>7,377</b>	<b>\$23,849.50</b>	<b>\$815.25</b>	<b>\$0.00</b>	<b>-</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>	<b>-</b>
Lunch March 2023									Breakfast March 2023					
School	Free	Red.	Paid	Total	Ala Carte	Adult	Vending	Serv. Days	Severe Need/Regular				Ala Carte	Serv. Days
									Free	Red.	Paid	Total		
Conover Road Primary	83	35	2,590	2,708	\$6,546.19	\$749.25	\$0.00	20	0	0	0	0	\$0.00	0
Conover Road Elementary	157	18	2,572	2,747	\$6,971.05	\$262.50	\$0.00	20	0	0	0	0	\$0.00	0
Cedar Drive MS	126	89	2,707	2,922	\$12,447.20	\$20.25	\$0.00	20	0	0	0	0	\$0.00	0
<b>Total</b>	<b>366</b>	<b>142</b>	<b>7,869</b>	<b>8,377</b>	<b>\$25,964.44</b>	<b>\$1,032.00</b>	<b>\$0.00</b>	<b>-</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>	<b>-</b>
Lunch April 2023									Breakfast April 2023					
School	Free	Red.	Paid	Total	Ala Carte	Adult	Vending	Serv. Days	Severe Need/Regular				Ala Carte	Serv. Days
									Free	Red.	Paid	Total		
Conover Road Primary	83	35	2,590	2,708	\$4,929.70	\$497.25	\$0.00	20	0	0	0	0	\$0.00	0
Conover Road Elementary	157	18	2,572	2,747	\$4,832.80	\$319.50	\$0.00	20	0	0	0	0	\$0.00	0
Cedar Drive MS	126	89	2,707	2,922	\$8,007.25	\$31.50	\$0.00	20	0	0	0	0	\$0.00	0
<b>Total</b>	<b>366</b>	<b>142</b>	<b>7,869</b>	<b>8,377</b>	<b>\$17,769.75</b>	<b>\$848.25</b>	<b>\$0.00</b>	<b>-</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>	<b>-</b>

SECTION 3 - SCHEDULES

Schedule G

Meal Counts, Ala Carte & Other Sales and Serving Days 2022 - 2023

Lunch May 2023									Breakfast May 2023					
School	Free	Red.	Paid	Total	Ala Carte	Adult	Vending	Serv. Days	Severe Need/Regular				Ala Carte	Serv. Days
									Free	Red.	Paid	Total		
Conover Road Primary	101	27	2,762	2,890	\$7,592.55	\$760.50	\$0.00	20	0	0	0	0	\$0.00	0
Conover Road Elementary	157	17	2,586	2,760	\$8,167.10	\$387.75	\$0.00	20	0	0	0	0	\$0.00	0
Cedar Drive MS	117	86	2,679	2,882	\$11,753.35	\$31.50	\$0.00	20	0	0	0	0	\$0.00	0
<b>Total</b>	<b>375</b>	<b>130</b>	<b>8,027</b>	<b>8,532</b>	<b>\$27,513.00</b>	<b>\$1,179.75</b>	<b>\$0.00</b>	<b>-</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>	<b>-</b>
Lunch June 2023									Breakfast June 2023					
School	Free	Red.	Paid	Total	Ala Carte	Adult	Vending	Serv. Days	Severe Need/Regular				Ala Carte	Serv. Days
									Free	Red.	Paid	Total		
Conover Road Primary	64	19	1,877	1,960	\$4,318.25	\$492.75	\$0.00	12	0	0	0	0	\$0.00	0
Conover Road Elementary	100	9	1,734	1,843	\$4,261.15	\$236.25	\$0.00	12	0	0	0	0	\$0.00	0
Cedar Drive MS	75	42	1,530	1,647	\$6,308.80	\$5.25	\$0.00	12	0	0	0	0	\$0.00	0
<b>Total</b>	<b>239</b>	<b>70</b>	<b>5,141</b>	<b>5,450</b>	<b>\$14,888.20</b>	<b>\$734.25</b>	<b>\$0.00</b>	<b>-</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>	<b>-</b>
Lunch Year End 2023									Breakfast Year End 2023					
School	Free	Red.	Paid	Total	Ala Carte	Adult	Vending	Serv. Days	Severe Need/Regular				Ala Carte	Serv. Days
									Free	Red.	Paid	Total		
Conover Road Primary	762	256	21,023	22,041	\$53,448.44	\$5,036.75	\$0.00	173	0	0	0	0	\$0.00	0
Conover Road Elementary	1,320	108	21,445	22,873	\$59,430.70	\$1,983.00	\$0.00	173	0	0	0	0	\$0.00	0
Cedar Drive MS	1,080	773	23,482	25,335	\$98,905.26	\$151.50	\$0.00	173	0	0	0	0	\$0.00	0
<b>Total</b>	<b>3,162</b>	<b>1,137</b>	<b>65,950</b>	<b>70,249</b>	<b>\$211,784.40</b>	<b>\$7,171.25</b>	<b>\$0.00</b>	<b>-</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>	<b>-</b>

SECTION 3 - SCHEDULES

Schedule G Meal Counts, Ala Carte & Other Sales and Serving Days 2023 - 2024														
Lunch September 2023									Breakfast September 2023					
School	Free	Red.	Paid	Total	Ala Carte	Adult	Vending	Serv. Days	Severe Need/Regular				Ala Carte	Serv. Days
									Free	Red.	Paid	Total		
Conover Road Primary	49	25	1,655	1,729	\$4,211.70	\$392.00	\$0.00	16	0	0	0	0	\$0.00	0
Conover Road Elementary	100	32	2,192	2,324	\$7,202.25	\$205.00	\$0.00	16	0	0	0	0	\$0.00	0
Cedar Drive MS	116	49	2,148	2,313	\$8,577.75	\$64.25	\$0.00	16	0	0	0	0	\$0.00	0
<b>Total</b>	<b>265</b>	<b>106</b>	<b>5,995</b>	<b>6,366</b>	<b>\$19,991.70</b>	<b>\$661.25</b>	<b>\$0.00</b>	<b>-</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>	<b>-</b>
Lunch October 2023									Breakfast October 2023					
School	Free	Red.	Paid	Total	Ala Carte	Adult	Vending	Serv. Days	Severe Need/Regular				Ala Carte	Serv. Days
									Free	Red.	Paid	Total		
Conover Road Primary	103	44	1,694	1,841	\$4,786.20	\$340.50	\$0.00	16	0	0	0	0	\$0.00	0
Conover Road Elementary	127	26	2,173	2,326	\$7,380.90	\$269.50	\$0.00	16	0	0	0	0	\$0.00	0
Cedar Drive MS	114	28	2,240	2,382	\$9,107.30	\$66.00	\$0.00	16	0	0	0	0	\$0.00	0
<b>Total</b>	<b>344</b>	<b>98</b>	<b>6,107</b>	<b>6,549</b>	<b>\$21,274.40</b>	<b>\$676.00</b>	<b>\$0.00</b>	<b>-</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>	<b>-</b>
Lunch November 2023									Breakfast November 2023					
School	Free	Red.	Paid	Total	Ala Carte	Adult	Vending	Serv. Days	Severe Need/Regular				Ala Carte	Serv. Days
									Free	Red.	Paid	Total		
Conover Road Primary	122	56	1,881	2,059	\$4,417.05	\$372.00	\$0.00	17	0	0	0	0	\$0.00	0
Conover Road Elementary	127	28	2,292	2,447	\$7,464.60	\$170.50	\$0.00	17	0	0	0	0	\$0.00	0
Cedar Drive MS	118	0	2,397	2,515	\$10,254.95	\$71.50	\$0.00	17	0	0	0	0	\$0.00	0
<b>Total</b>	<b>367</b>	<b>84</b>	<b>6,570</b>	<b>7,021</b>	<b>\$22,136.60</b>	<b>\$614.00</b>	<b>\$0.00</b>	<b>-</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>	<b>-</b>
Lunch December 2023									Breakfast December 2023					
School	Free	Red.	Paid	Total	Ala Carte	Adult	Vending	Serv. Days	Severe Need/Regular				Ala Carte	Serv. Days
									Free	Red.	Paid	Total		
Conover Road Primary	100	63	1,784	1,947	\$4,573.15	\$349.00	\$0.00	15	0	0	0	0	\$0.00	0
Conover Road Elementary	99	36	2,067	2,202	\$5,725.10	\$165.00	\$0.00	15	0	0	0	0	\$0.00	0
Cedar Drive MS	119	0	2,149	2,268	\$8,959.25	\$71.50	\$0.00	15	0	0	0	0	\$0.00	0
<b>Total</b>	<b>318</b>	<b>99</b>	<b>6,000</b>	<b>6,417</b>	<b>\$19,257.50</b>	<b>\$585.50</b>	<b>\$0.00</b>	<b>-</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>	<b>-</b>

**SECTION 3 - SCHEDULES**

<b>Schedule G Meal Counts, Ala Carte &amp; Other Sales and Serving Days 2023 - 2024</b>														
<b>Lunch January 2024</b>									<b>Breakfast January 2024</b>					
<b>School</b>	<b>Free</b>	<b>Red.</b>	<b>Paid</b>	<b>Total</b>	<b>Ala Carte</b>	<b>Adult</b>	<b>Vending</b>	<b>Serv. Days</b>	<b>Severe Need/Regular</b>				<b>Ala Carte</b>	<b>Serv. Days</b>
									<b>Free</b>	<b>Red.</b>	<b>Paid</b>	<b>Total</b>		
Conover Road Primary	141	84	2,074	2,299	\$5,158.75	\$234.50	\$0.00	19	0	0	0	0	\$0.00	0
Conover Road Elementary	137	56	2,595	2,788	\$8,760.10	\$203.50	\$0.00	19	0	0	0	0	\$0.00	0
Cedar Drive MS	146	2	2,648	2,796	\$11,751.90	\$60.50	\$0.00	19	0	0	0	0	\$0.00	0
<b>Total</b>	<b>424</b>	<b>142</b>	<b>7,317</b>	<b>7,883</b>	<b>\$25,670.75</b>	<b>\$498.50</b>	<b>\$0.00</b>	<b>-</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>	<b>-</b>
<b>Lunch February 2024</b>									<b>Breakfast February 2024</b>					
<b>School</b>	<b>Free</b>	<b>Red.</b>	<b>Paid</b>	<b>Total</b>	<b>Ala Carte</b>	<b>Adult</b>	<b>Vending</b>	<b>Serv. Days</b>	<b>Severe Need/Regular</b>				<b>Ala Carte</b>	<b>Serv. Days</b>
									<b>Free</b>	<b>Red.</b>	<b>Paid</b>	<b>Total</b>		
Conover Road Primary	102	81	1,843	2,026	\$4,529.05	\$252.50	\$0.00	15	0	0	0	0	\$0.00	0
Conover Road Elementary	105	64	2,103	2,272	\$6,827.35	\$137.00	\$0.00	15	0	0	0	0	\$0.00	0
Cedar Drive MS	114	15	2,096	2,225	\$10,222.30	\$49.00	\$0.00	15	0	0	0	0	\$0.00	0
<b>Total</b>	<b>321</b>	<b>160</b>	<b>6,042</b>	<b>6,523</b>	<b>\$21,578.70</b>	<b>\$438.50</b>	<b>\$0.00</b>	<b>-</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>	<b>-</b>
<b>Lunch Year End 2024</b>									<b>Breakfast Year End 2024</b>					
<b>School</b>	<b>Free</b>	<b>Red.</b>	<b>Paid</b>	<b>Total</b>	<b>Ala Carte</b>	<b>Adult</b>	<b>Vending</b>	<b>Serv. Days</b>	<b>Severe Need/Regular</b>				<b>Ala Carte</b>	<b>Serv. Days</b>
									<b>Free</b>	<b>Red.</b>	<b>Paid</b>	<b>Total</b>		
Conover Road Primary	617	353	10,931	11,901	\$27,675.90	\$1,940.50	\$0.00	98	0	0	0	0	\$0.00	0
Conover Road Elementary	695	242	13,422	14,359	\$43,360.30	\$1,150.50	\$0.00	98	0	0	0	0	\$0.00	0
Cedar Drive MS	727	94	13,678	14,499	\$58,873.45	\$382.75	\$0.00	98	0	0	0	0	\$0.00	0
<b>Total</b>	<b>2,039</b>	<b>689</b>	<b>38,031</b>	<b>40,759</b>	<b>\$129,909.65</b>	<b>\$3,473.75</b>	<b>\$0.00</b>	<b>-</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>	<b>-</b>

***SECTION 3 - SCHEDULES***

**Schedule I – Contractor Investments/Upgrades Required**

There is no investment required by the Contractor



**SECTION 4 – EXHIBITS**

**Exhibit 1 – School Calendar for 2022-2023**

<b>2023</b>		
<b>Thursday</b>	<b>August 31</b>	<b>New Student Orientations Conover Road Primary School 9:00 a.m. Conover Road Elementary School 11:00 a.m. Cedar Drive Middle School 1:00 p.m.</b>
Friday	September 1	Schools Closed for Students/Professional Development Staff
Monday	September 4	Labor Day Recess/ Schools/Central Office Closed
Tuesday	September 5	Schools Closed for Students/Staff Orientation - All Schools
Wednesday	September 6	First Day School Students
Wednesday	September 13	Back to School Night - Conover Road Elementary School
Friday	September 15	Rosh Hashanah Schools/Central Office Closed
Tuesday	September 19	Back to School Night - Conover Road Primary School
Monday	September 25	Yom Kippur - Schools/Central Office Closed
Thursday	September 28	Back to School Night - Cedar Drive Middle School
Monday	October 9	Columbus Day – Schools Closed for Students Professional Development Day – Full Day for Staff
Monday	October 23	Short Session Day – Parent/Teacher Conferences (Afternoon)
Tuesday	October 24	Short Session Day – Parent/Teacher Conferences (Afternoon)
Wednesday	October 25	Short Session Day – Parent/Teacher Conferences (Afternoon)
Thursday	October 26	Short Session Day – Parent/Teacher Conferences (Afternoon & Evening)
Friday	October 27	Short Session Day – Students and Staff
Thursday-Friday	November 9-10	NJEA Convention – Schools/Central Office Closed
Wednesday	November 22	Short Session Day for Students and Staff
Thursday-Friday	November 23-24	Thanksgiving Recess – Schools/Central Office Closed
Friday	December 22	Short Session Day for Students & Staff (Winter Recess Begins at the End of Day)
Monday - Friday	December 25-29	Winter Recess – Schools/Central Office Closed
<b>2024</b>		
Monday	January 1	Winter Recess - Schools/Central Office Closed
Tuesday	January 2	Schools Reopen for Students and Staff
Monday	January 15	Martin L. King’s Birthday – Schools Closed for Students Professional Development Day – Full Day for Staff
Thursday	February 15	Short Session Day for Students Full Day for Staff with In-Service After Student Dismissal
Friday - Monday	February 16-19	Presidents’ Weekend – Schools/Central Office Closed
Wednesday	February 28	Short Session Day – Parent/Teacher Conferences (Afternoon)
Thursday	February 29	Short Session Day – Parent/Teacher Conferences (Afternoon & Evening)
Friday	March 1	Short Session Day for Students & Staff
Thursday	March 28	Short Session Day - Students & Staff
Friday - Friday	March 29 - April 5	Spring Recess – Schools/Central Office Closed
Monday	April 8	Schools Reopen
Monday - Tuesday	April 22-23	Passover - Schools/Central Office Closed

SECTION 4 – EXHIBITS

2023-24 Trimester Cycle and Report Card Distribution Dates (CRPS & CRES)				
Cycle #1	# of Student Days	Starts	Ends	Report Cards
		September 6	December 7	December 14, 2023
September	16			
October	21			
November	18			
December	6			
Total # of Days	61			

Cycle #2	# of Student Days	Starts	Ends	Report Cards
		December 8	March 14	March 21, 2024
December	10			
January	21			
February	19			
March	11			
Total # of Days	61			

Cycle #3	# of Student Days	Starts	Ends	Report Cards
		March 15	June 21	June 21, 2024
March	9			
April	15			
May	22			
June	15			
Total # of Days	61			

Cycle	# of Days
#1	61
#2	61
#3	61
Total (Including 2 Snow Days)	183

**SECTION 4 – EXHIBITS**

<b>2023-24 STUDENT DAYS/STAFF DAYS</b>					
<b>Month</b>	<b>Staff♦</b>	<b>Student♦</b>	<b>Month</b>	<b>Staff♦</b>	<b>Students♦</b>
September	18	16	February	19	19
October	22	21	March	20	20
November	18	18	April	15	15
December	16	16	May	22	22
January	22	21	June	15	15
<b>Total Number of Days</b>				<b>187</b>	<b>183</b>

♦Includes two (2) emergency days built into the calendar.

There are two (2) emergency days built into the calendar for inclement weather and other emergencies. In the event the district needs to make-up more than two (2) due to emergency closings, the calendar will be modified to make up those days on holidays and/or days added to the calendar.

- In the event the district has used its two (2) emergency days prior to Monday, February 12 , 2024, the day will be made up by opening school for short session day (students & staff) on Friday, February 16, 2024.
- In the event the district must make up school days after Friday, February 16, 2024, the day will be made up by opening school on Monday, February 19, 2024 (President’s Day).
- In the event the district must make emergency closing days after Presidents’ Day Weekend (February 16-19, 2024), the days will be made up by adding additional days to the end of the school year through June 30, 2024 or such other days as decided by the Board of Education.

SECTION 4 – EXHIBITS

Exhibit 2 - Food Service Department Audit, YE June 30, 2021

EXHIBIT "B-4"

COLTS NECK TOWNSHIP SCHOOL DISTRICT  
COMBINING STATEMENT OF NET POSITION  
PROPRIETARY FUNDS - ENTERPRISE FUNDS  
JUNE 30, 2021

	BUSINESS-TYPE ACTIVITIES - ENTERPRISE FUND		
	FOOD SERVICE FUND	PRESCHOOL TUITION PROGRAM FUND	TOTALS
<b>ASSETS:</b>			
Current assets:			
Cash and cash equivalents	\$ 41,238.40	\$ 224,366.90	\$ 265,605.30
Inventories	5,157.39	-	5,157.39
	46,395.79	224,366.90	270,762.69
Total current assets			
Noncurrent assets:			
Furniture, machinery and equipment	241,305.00		241,305.00
Less accumulated depreciation	(236,246.00)		(236,246.00)
	5,059.00	-	5,059.00
Total noncurrent assets			
	51,454.79	224,366.90	275,821.69
Total assets			
<b>LIABILITIES:</b>			
Current liabilities:			
Interfunds payable	-	187,326.90	187,326.90
Unearned revenue	7,889.17	37,040.00	44,929.17
	7,889.17	224,366.90	232,256.07
Total current liabilities			
	7,889.17	224,366.90	232,256.07
Total liabilities			
<b>NET POSITION:</b>			
			-
Net investment in capital assets	5,059.00	-	5,059.00
Unrestricted (deficit)	38,506.62	-	38,506.62
	43,565.62	-	43,565.62
Total net position			
	\$ 43,565.62	\$ -	\$ 43,565.62

The accompanying Notes to the Financial Statements are an integral part of this statement.

SECTION 4 – EXHIBITS

EXHIBIT "B-5"

COLTS NECK TOWNSHIP SCHOOL DISTRICT  
COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET POSITION  
PROPRIETARY FUNDS - ENTERPRISE FUNDS  
FOR THE FISCAL YEAR ENDED JUNE 30, 2021

	<u>BUSINESS-TYPE ACTIVITIES - ENTERPRISE FUND</u>		
	<u>FOOD SERVICE FUND</u>	<u>PRESCHOOL TUITION PROGRAM FUND</u>	<u>TOTAL</u>
OPERATING REVENUES:			
Charges for services:			
Tuition - individuals		\$ 130,920.35	\$ 130,920.35
Miscellaneous		5,500.00	5,500.00
Total operating revenues		136,420.35	136,420.35
OPERATING EXPENSES:			
Cost of sales	\$ 3,442.59		3,442.59
Salaries		289,611.26	289,611.26
Employee benefits		96,537.09	96,537.09
Supplies and materials		5,632.10	5,632.10
Management Fees	20,100.00		20,100.00
Miscellaneous	4,054.97		4,054.97
Depreciation	731.00		731.00
Total operating expenses	28,328.56	391,780.45	420,109.01
Operating income (loss)	(28,328.56)	(255,360.10)	(283,688.66)
NON-OPERATING REVENUES (EXPENSES):			
Interest	17.07		17.07
Total non-operating revenues (expenses)	17.07		17.07
Income before contributions and transfers	(28,311.49)	(255,360.10)	(283,671.59)
Other financing sources			
Transfers in		224,366.90	224,366.90
Total other financing sources		224,366.90	224,366.90
Change in net position (loss)	(28,311.49)	(30,993.20)	(59,304.69)
Total net position - beginning	71,877.11	30,993.20	102,870.31
Total net position - ending	\$ 43,565.62	\$ 0.00	\$ 43,565.62

The accompanying Notes to the Financial Statements are an integral part of this statement.

SECTION 4 – EXHIBITS

EXHIBIT "B-6 "

COLTS NECK TOWNSHIP SCHOOL DISTRICT  
COMBINING STATEMENT OF CASH FLOWS  
PROPRIETARY FUNDS - ENTERPRISE FUNDS  
FOR THE FISCAL YEAR ENDED JUNE 30, 2021

	BUSINESS-TYPE ACTIVITIES - ENTERPRISE FUND		TOTAL
	FOOD SERVICE FUND	PRESCHOOL TUITION PROGRAM FUND	
Cash flows from operating activities:			
Receipts from customers	(\$189.75)	\$145,944.35	\$145,754.60
Payments to employees		(289,611.26)	(289,611.26)
Payments to employee benefits		(96,537.09)	(96,537.09)
Payments to suppliers	(34,100.05)	(5,632.10)	(39,732.15)
Net cash provided by (used for) operating activities	(34,289.80)	(245,836.10)	(280,125.90)
Cash flows from noncapital financing activities:			
Operating subsidies and transfers to other funds		411,693.80	411,693.80
Net cash provided by noncapital financing activities		411,693.80	411,693.80
Cash flows from investing activities:			
Interest and dividends	17.07		17.07
Net cash provided by investing activities	17.07		17.07
Net increase/(deficit) in cash and cash equivalents	(34,272.73)	165,857.70	131,584.97
Cash and cash equivalents, July 1, 2020	75,511.13	58,509.20	134,020.33
Cash and cash equivalents, June 30, 2021	41,238.40	224,366.90	265,605.30
Reconciliation of operating income (loss) to net cash provided (used) by operating activities			
Operating income (loss)	(28,328.56)	(255,360.10)	(283,688.66)
Adjustments to reconciling operating income (loss) to net cash provided by (used for) operating activities:			
Depreciation	731.00		731.00
Change in assets and liabilities:			
Increase (decrease) in unearned revenue	(189.75)	8,993.00	8,803.25
Increase in accounts payable	(9,945.08)		(9,945.08)
Decrease in inventories	3,442.59		3,442.59
	(5,961.24)	9,524.00	3,562.76
Net cash provided by (used for) operating activities	(\$34,289.80)	(\$245,836.10)	(\$280,125.90)

The accompanying Notes to the Financial Statements are an integral part of this statement.

SECTION 4 – EXHIBITS

Exhibit 3 - Food Service Department Audit, YE June 30, 2022

EXHIBIT "B-4"

COLTS NECK TOWNSHIP SCHOOL DISTRICT  
 COMBINING STATEMENT OF NET POSITION  
 PROPRIETARY FUNDS - ENTERPRISE FUNDS  
 JUNE 30, 2022

	BUSINESS-TYPE ACTIVITIES - ENTERPRISE FUND		
	FOOD SERVICE FUND	PRESCHOOL TUITION PROGRAM FUND	TOTALS
<b>ASSETS:</b>			
<b>Current assets:</b>			
Cash and cash equivalents	\$ 57,262.03	\$ 367,386.51	\$ 424,648.54
Inventories	4,222.47	-	4,222.47
<b>Total current assets</b>	<b>61,484.50</b>	<b>367,386.51</b>	<b>428,871.01</b>
<b>Noncurrent assets:</b>			
Furniture, machinery and equipment	241,305.00		241,305.00
Less accumulated depreciation	(236,978.00)		(236,978.00)
<b>Total noncurrent assets</b>	<b>4,327.00</b>	<b>-</b>	<b>4,327.00</b>
<b>Total assets</b>	<b>65,811.50</b>	<b>367,386.51</b>	<b>433,198.01</b>
<b>LIABILITIES:</b>			
<b>Current liabilities:</b>			
Interfunds payable	-	187,326.90	187,326.90
Accounts Payable	36,512.60	-	36,512.60
Unearned revenue	12,968.87	21,085.00	34,053.87
<b>Total current liabilities</b>	<b>49,481.47</b>	<b>208,411.90</b>	<b>257,893.37</b>
<b>Total liabilities</b>	<b>49,481.47</b>	<b>208,411.90</b>	<b>257,893.37</b>
<b>NET POSITION:</b>			
Net investment in capital assets	4,327.00	-	4,327.00
Unrestricted	12,003.03	158,974.61	170,977.64
<b>Total net position</b>	<b>\$ 16,330.03</b>	<b>\$ 158,974.61</b>	<b>\$ 175,304.64</b>

The accompanying Notes to the Financial Statements are an integral part of this statement.

SECTION 4 – EXHIBITS

EXHIBIT "B-5"

COLTS NECK TOWNSHIP SCHOOL DISTRICT  
COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET POSITION  
PROPRIETARY FUNDS - ENTERPRISE FUNDS  
FOR THE FISCAL YEAR ENDED JUNE 30, 2022

	<u>BUSINESS-TYPE ACTIVITIES - ENTERPRISE FUND</u>		<u>TOTAL</u>
	<u>FOOD SERVICE FUND</u>	<u>PRESCHOOL TUITION PROGRAM FUND</u>	
<b>OPERATING REVENUES:</b>			
Charges for services:			
Daily sales	\$464,563.22		\$464,563.22
Tuition - individuals		\$ 356,157.00	\$ 356,157.00
Miscellaneous		5,600.00	5,600.00
<b>Total operating revenues</b>	<b>464,563.22</b>	<b>361,757.00</b>	<b>826,320.22</b>
<b>OPERATING EXPENSES:</b>			
Cost of sales	\$ 210,781.38		210,781.38
Salaries	153,423.18	196,622.09	350,045.27
Employee benefits	56,681.09	4,705.30	61,386.39
Supplies and materials	19,072.39	1,455.00	20,527.39
Management Fees	27,599.00		27,599.00
Miscellaneous	23,520.15		23,520.15
Depreciation	732.00		732.00
<b>Total operating expenses</b>	<b>491,809.19</b>	<b>202,782.39</b>	<b>694,591.58</b>
<b>Operating income (loss)</b>	<b>(27,245.97)</b>	<b>158,974.61</b>	<b>131,728.64</b>
<b>NON-OPERATING REVENUES (EXPENSES):</b>			
Interest	10.38		10.38
<b>Total non-operating revenues (expenses)</b>	<b>10.38</b>		<b>10.38</b>
<b>Change in net position (loss)</b>	<b>(27,235.59)</b>	<b>158,974.61</b>	<b>131,739.02</b>
<b>Total net position - beginning</b>	<b>43,565.62</b>		<b>43,565.62</b>
<b>Total net position - ending</b>	<b>\$ 16,330.03</b>	<b>\$ 158,974.61</b>	<b>\$ 175,304.64</b>

The accompanying Notes to the Financial Statements are an integral part of this statement.



SECTION 4 – EXHIBITS

EXHIBIT "B-6"

COLTS NECK TOWNSHIP SCHOOL DISTRICT  
COMBINING STATEMENT OF CASH FLOWS  
PROPRIETARY FUNDS - ENTERPRISE FUNDS  
FOR THE FISCAL YEAR ENDED JUNE 30, 2022

	BUSINESS-TYPE ACTIVITIES - ENTERPRISE FUND		TOTAL
	FOOD SERVICE FUND	PRESCHOOL TUITION PROGRAM FUND	
Cash flows from operating activities:			
Receipts from customers	\$469,642.92	\$345,802.00	\$815,444.92
Payments to employees	(141,344.56)	(196,622.09)	(337,966.65)
Payments to employee benefits	(52,354.70)	(4,705.30)	(57,060.00)
Payments to suppliers	(259,930.41)	(1,455.00)	(261,385.41)
Net cash provided by (used for) operating activities	16,013.25	143,019.61	159,032.86
Cash flows from investing activities:			
Interest and dividends	10.38		10.38
Net cash provided by investing activities	10.38		10.38
Net increase/(deficit) in cash and cash equivalents	16,023.63	143,019.61	159,043.24
Cash and cash equivalents, July 1, 2021	41,238.40	224,366.90	265,605.30
Cash and cash equivalents, June 30, 2022	57,262.03	367,386.51	424,648.54
Reconciliation of operating income (loss) to net cash provided (used) by operating activities			
Operating income (loss)	(27,245.97)	158,974.61	131,728.64
Adjustments to reconciling operating income (loss) to net cash provided by (used for) operating activities:			
Depreciation	732.00		732.00
Change in assets and liabilities:			
Increase (decrease) in unearned revenue	5,079.70	(15,955.00)	(10,875.30)
Increase in accounts payable	36,512.60		36,512.60
Decrease in inventories	934.92		934.92
	43,259.22	(15,955.00)	27,304.22
Net cash provided by (used for) operating activities	\$16,013.25	\$143,019.61	\$159,032.86

The accompanying Notes to the Financial Statements are an integral part of this statement.

## Exhibit 4 – June 2023 &amp; YTD Operating Statement

07/21/23

Pomptonian Food Service  
**Statement of Income**  
 COLTS NECK TOWNSHIP DISTRICT  
 Department 173 to 173  
 Jun-2023

Page 14 of 108

	Jun-2023 PTD <u>Balance</u>	Jun-2023 YTD <u>Balance</u>
<b>REVENUES</b>		
4011-173 MIDDLE SCHOOL SALES	13,245.05	199,970.76
4012-173 ELEMENTARY SALES	25,261.65	297,848.14
4015-173 OTHER SALES	107.88	4,837.06
4023-173 FREE & REDUCED SALES	1,359.75	17,757.75
<b>TOTAL REVENUES</b>	<b>39,974.33</b>	<b>520,413.71</b>
<b>COST OF SALES</b>		
6100-173 FOOD COST	5,733.71	228,816.59
6115-173 PPP LOSS RECOVERY	0.00	(804.50)
6150-173 DISCOUNTS/ VENDOR REBATES	(307.42)	(1,856.88)
<b>TOTAL COST OF SALES</b>	<b>5,426.29</b>	<b>226,155.21</b>
<b>OPERATING EXPENSES</b>		
6180-173 PAPER/SUPPLIES/SERVICES	3,586.03	25,893.29
6262-173 OFFICE SUPPLIES/POSTAGE	122.53	2,112.37
6263-173 COMMUNICATIONS/PHONES	3.82	38.20
6264-173 PRINTING/MENUS/TICKETS	20.53	466.97
6280-173 OUTSIDE SERVICES	1,048.06	7,974.36
6300-173 UNIFORMS	0.00	1,027.06
6340-173 DIRECT LABOR	12,175.82	145,669.48
6341-173 FRINGE BENEFITS ACCRUED	(11,895.14)	0.00
6342-173 FRINGE BENEFITS PAID	8,792.81	11,748.67
6360-173 COMPENSATION INSURANCE	1,368.65	9,232.34
6380-173 LIABILITY INSURANCE	280.80	2,996.86
6400-173 TAXES-FICA,SUI,FUTA	3,040.67	22,695.03
6500-173 MANAGEMENT FEE	2,684.00	26,840.00
6630-173 GROUP INSURANCE	1,067.61	10,589.67
6635-173 Equipment Purch.-Maint.#	0.00	1,222.33
<b>TOTAL OPERATING EXPENSES</b>	<b>22,296.19</b>	<b>268,506.63</b>
<b>OPERATING INCOME (LOSS)</b>	<b>12,251.85</b>	<b>25,751.87</b>

SECTION 4 – EXHIBITS

Exhibit 4A – February 2024 Operating Statement

03/20/24

Pomptonian Food Service  
**Statement of Income**  
 COLTS NECK TOWNSHIP DISTRICT  
 Department 173 to 173  
 Feb-2024

Page 1/1 of 110

	Feb-2024 YTD	Feb-2024 YTD
	<u>Balance</u>	<u>Balance</u>
<b>REVENUES</b>		
4011-173 WHOLE SCHOOL SALES	20,210.80	124,043.70
4012-173 ELEMENTARY SALES	30,139.50	189,548.95
4015-173 OTHER SALES	188.65	2,458.89
4017-173 FOOD REPLACEMENT	0.00	990.40
4021-173 FRIED & REDUCED SALES	2,155.50	12,369.50
<b>TOTAL REVENUES</b>	<u>52,994.85</u>	<u>319,411.44</u>
<b>COST OF SALES</b>		
6100-173 FOOD COST	21,764.28	141,503.16
6150-173 DISCOUNT SUPPLIER REBATES	(336.64)	(1,771.15)
<b>TOTAL COST OF SALES</b>	<u>21,427.64</u>	<u>139,732.01</u>
<b>OPERATING EXPENSES</b>		
0180-173 PAPER/SUPPLIES/SERVICES	1,262.17	13,363.83
0202-173 OFFICE SUPPLIES/POSTAGE	122.53	2,020.16
0203-173 COMMUNICATIONS/PHONES	26.59	159.54
0264-173 PRINTING/MENUS/TICKETS	20.53	905.18
0280-173 DELISHO SERVICES	393.63	4,299.78
0300-173 UNIFORMS	106.80	160.70
0340-173 DIRECT LABOR	15,769.50	93,165.07
0341-173 FRINGE BENEFITS ACCRUED	2,452.69	5,411.14
0342-173 FRINGE BENEFITS PAID	0.00	3,349.51
0360-173 COMPENSATION INSURANCE	541.44	5,057.21
0380-173 LIABILITY INSURANCE	300.11	1,809.56
0400-173 TAXES-FICA/SUI/FICA	2,429.57	14,078.01
0500-173 MANAGEMENT FEE	2,859.06	17,151.90
0530-173 GROUP INSURANCE	1,016.06	6,182.39
<b>TOTAL OPERATING EXPENSES</b>	<u>29,400.62</u>	<u>174,391.78</u>
<b>OPERATING INCOME (LOSS)</b>	<u>2,166.59</u>	<u>15,287.65</u>

*SECTION 4 – EXHIBITS*

**Exhibit 5 – Menus... Elementary & Middle Schools**

**The link to view Elementary & Middle School Menus is:**

**<https://www.fdmealplanner.com/#menu/mp/colts%20neck/>**

## SECTION 4 – EXHIBITS

### EXHIBIT 6 – FOOD AND MANAGEMENT SERVICES CONTRACT

This Management Services Agreement ("Agreement") is made and entered into as of this 1st day of July, 2024, by and between COLTS NECK BOARD OF EDUCATION ("District") located at 70 Conover Road, Colts Neck, New Jersey 07722 and XYZ, INC. ("Contractor") with offices located at Street, City, State Zip, who agree as follows:

1. **Purpose of Agreement.** The Contractor is a provider of Food Service and Management Services. This Agreement sets forth the terms and conditions upon which District retains the Contractor to manage and operate the Services at the Premises.
2. **Independent Contractor.** The Contractor shall be an independent contractor and shall retain control over its employees and agents. The Contractor shall not act as or be the District's agent, partner or joint venturer. The Contractor is employed to render the services only as specified in the Agreement, and any payments made by the District are compensation solely for such services rendered.
3. **Agreement.** The entire Agreement shall consist of this Agreement, the Request for Proposals (RFP) dated April 8, 2024, as amended, the Contractor's proposal response dated April 30, 2024, and other documents specifically incorporated by reference. The Contractor agrees to abide by all terms and conditions of the documents as referenced above. The terms of this Agreement may not be changed, modified or amended except by a writing signed by both parties.

The Contractor hereby acknowledges that it has read the Contract Documents comprising the Agreement and has full knowledge of the terms and conditions and all other requirements contained therein.

4. **Duties.** The Contractor shall provide the services in strict accordance with the requirements set forth in the RFP. The Contractor shall comply with, and require that anyone providing the Services on behalf of the Contractor comply with, all applicable requirements of Local, County, State and Federal authorities, all applicable Local, County, State and Federal laws, rules, ordinances, regulations and codes and all Board policies, now or hereafter in force and effect to the extent that they directly or indirectly bear upon the subject matters of this Agreement. The Contractor and anyone providing the Services on behalf of the Contractor shall, without limitation of the aforementioned, comply with: (a) New Jersey Worker and Community Right to Know/Understand Law, N.J.S.A. 34:5A-1 et seq., and N.J.A.C. 8:59-2 et seq.; (b) the anti-discrimination provisions of N.J.S.A. 10:2-1 et seq., the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27-1.1 et seq., N.J.A.C. 6:4-1.6, as recodified in N.J.A.C. 6A:7-1 et seq., Title VII of the Civil Rights Act of 1964 and Title 11 of the American With Disabilities Act of 1990; and (c) the conflict of interest standards of N.J.S.A 18A:12-21 et seq.
5. **Definitions.** The following words and phrases when used in this Agreement shall have the meanings given to them in this Paragraph:
  - a. **Charge:** An amount established by the Contractor, which is reasonably allocated to District, for certain services provided by the Contractor to District locations.
  - b. **Current Year:** The 2024- 2025 school year.
  - c. **Direct Costs:** Costs incurred by the Contractor directly attributable to services provided under this Agreement.
  - d. **Equivalency Factor:** The amount of \$4.58 used to determine the number of Meal Equivalents served by the Contractor. The Equivalency Factor will remain unchanged thorough out the contract term.
  - e. **Meal Equivalent:** A meal provided by the Contractor is determined by dividing the total of cash receipts, by the Equivalency Factor.
  - f. **Food Service Facilities:** The areas, improvements, personal property and facilities made available by District to the Contractor for the provision of the food service as more fully described herein.
  - g. **Food Service Program:** The preparation and service of food to District's students, staff, employees and authorized visitors.
  - h. **Reimbursable Items:** Direct Costs and Charges incurred by the Contractor in providing services under this Agreement.
  - i. **Servicewares:** Items utilized in the service of food, including such things as chinaware, glassware and silverware.
  - j. **Small Expendable Equipment:** Items utilized in the preparation of food, including such things as pots, pans and kitchen utensils.
  - k. **Liquidated Damages:** A daily damages amount of Seven Hundred and Fifty Dollars (\$750.00) that may be deducted from amounts to paid to the Contractor by the District in event of a breach under paragraph 6 c.

## SECTION 4 – EXHIBITS

### 6. Term, Termination and Renewal.

- a. The term of this Agreement is for one-year subject to annual appropriation, with an option for four (4) one (1) year extensions upon mutual agreement of the parties. The initial one (1) year term of the Agreement will commence on July 1, 2024 and continue until June 30, 2025 (“Initial Term”). Thereafter, this Agreement is subject to four (4) one-year extensions by mutual agreement of District and The Contractor subject to the following conditions: a) the Contract shall be awarded by resolution of the District’s Board of Education upon a finding that the services are being performed in an effective manner; b) no such Contract shall be extended so that it runs for more than a total of five consecutive years; c) any price change included as part of an extension shall be based upon the price of the original Contract as cumulatively adjusted pursuant to any previous adjustment or extension, and shall not exceed the change in the New Jersey index rate for most recent quarterly calculation available at the time the contract is renewed; d) the terms and conditions of the Contract remain substantially the same; and e) extensions are subject to the availability and appropriation annually of sufficient funds to meet the extended obligation
- b. This Agreement may be terminated by either party at any time by giving the other not less than 90 days' written notice of its intention to terminate as of the date specified.
- c. In the event of a breach of this Agreement by either District or the Contractor, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have 30 days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to then either (i) declare the breaching party to be in default entitling the non-breaching party to liquidated damages in the daily amount of Seven Hundred Fifty Dollars (\$750.00); or (ii) terminate this Agreement by giving the breaching party 30 days' written notice of its intention to terminate.
- d. The Contractor’ allowance for its Management Fee shall be increased on an annual basis by amount to be mutually agreed upon; provided, however, any such increase for the Contractor’ allowance for its Management Fee shall not exceed the increase in the NJ Index Rate. The increase will not exceed the change in the Index Rate for the most recent quarterly calculation available at the time the contract is renewed.
- e. By April 1 of each year the Contractor will provide the District with the financial terms and conditions for the renewal for the following contract year's contract.

### 7. Financial Terms.

- a. **District's Food Service Program:** The Contractor shall manage District's Food Service Program for the benefit to District's students, faculty and staff. All cash receipts shall be utilized solely in District's Food Service Program or for the improvement of such Food Service Program. All cash receipts shall be turned over to District for deposit in District's food service account. District represents and warrants that the financial and operating information provided by District to the Contractor is true, complete and correct and presents fairly and accurately all items of revenue and expense District’s Food Service Program
- b. **District's Responsibilities:** All facilities, equipment and services to be provided by District shall be at District's expense. See Schedule A - Cost Responsibility Summary of the RFP for details.
- c. **Payment to the Contractor:** The Contractor shall be paid for all Reimbursable Items. In addition, the Contractor shall receive a management fee of ?? Cents (\$0.00) per Meal Equivalent served (the "Management Fee"). The total of such Reimbursable Items and Management Fee shall be referred to as "District's Financial Obligation."

### 8. Contractor Guarantee.

- a. **Guaranteed Return (Unlimited):** The Contractor guarantees that the return to the District from the Food Service Program for the school year will be ? Hundred Thousand Dollars (\$000,000). If the annual operating statement shows a return less than \$000,000, they will pay the difference between the actual and the guaranteed amount. The Guaranteed Return is based on the following conditions and assumptions remaining in effect for the school year.
- b. **Conditions and Assumptions:**
  - i. Cash and/or reimbursement levels from State and Federal sponsors do not fall below the levels estimated in the Contractor’ proposal.
  - ii. The number of days’ meals are served during the school year will not be less than:

**SECTION 4 – EXHIBITS**

School	Breakfast Serving Days	Lunch Serving Days
Conover Road Primary	0	173
Conover Road Elementary	0	173
Cedar Drive Middle School	0	173
Totals	0	519

The guarantee shall be adjusted based on the following should there be less than 519 total serving days.

- The total guaranteed return as detailed in a. a. Guaranteed Return (Unlimited), above will be divided by the total serving days of 519. That calculation will then be the guarantee return per serving day. (i.e. \$00,000 guarantee divided by total serving days 519 equals \$000.00- the guarantee return per day). Any serving days less than the 519 serving days will be multiplied by the guarantee return per day and that calculation will the amount the guaranteed return will be reduced by.
- iii. Changes in district policies, practices and serving requirements including but not limited to changes in bell schedules, meal service periods or proposed staffing may result in an adjustment.
- iv. The student enrollment for the current year will not be less than 945 students.
- v. The selling prices of Menu Pattern Meals and a la carte selections will not be less than those included in the proposal.
- vi. Service will not be interrupted as a result of fire, work stoppage, strike or school closing.
- vii. The District and its representatives including but not limited to, school principals, teachers and the District employees shall fully cooperate with the Contractor in the implementation of the Food Service Program. The District shall fully cooperate with the Contractor to limit the expansion of competitive food sales in order to maximize the gross receipts and other non-cash sales of the Food Service Program.
- viii. The information in the RFP remains unchanged, capital commitments are used as proposed, and has the ability to implement the food service program as set forth in its proposal.

In the event the foregoing conditions and assumptions are not met during the school year, the Contractor’ guarantee obligation shall be reduced by an amount equivalent, to any increase in net cost of expenses or net loss of revenue attributable to the changes in such conditions and assumptions.

**9. Equipment Investment.** As required and detailed in Schedule I of the RFP, the Contractor will fund certain improvements to the premises to facilitate the performance of the food service operations (the “Investment”) in an amount not to exceed Zero Dollars (\$00). This amount reflects the requested investment of zero (\$00). Contractor investments shall not be made without prior written approval from the district Business Administrator. Contractor shall provide such documentation as requested by the District to substantiate cost of said investment. The District shall hold title to the equipment funded by the Investment when the equipment is placed in service and shall retain possession of same after the termination or expiration of this contract or any renewal thereof. The Contractor will amortize this investment on a straight-line depreciation basis over a period of five (5) years and the District shall be invoiced for and shall repay such investment on a monthly basis as an allowable Direct Cost. If this Contract is terminated or is not renewed prior to the full amortization of the Investment, the District shall promptly select one of the following options: i) retain any equipment funded by the Investment and continue to make payment to the food service management company in accordance with the agreed upon monthly amortization schedule; ii) pay the remaining, unamortized amount within thirty (30) days of the termination effective date; or iii) require the incoming foodservice management company (if applicable) to pay the unamortized portion in full within 30 days of the termination Effective Date.

**10. Facilities and Equipment.**

- a. **Food Service Facilities:** District shall make available to the Contractor suitable Food Service facilities, completely equipped and ready to operate, together with such heat, fuel, refrigeration, and utilities services (electricity, water, local telephone, internet access, etc.) as may be reasonably required for the efficient performance of this Agreement. District shall have full access to the Food Service Facilities at all times. See Schedule A - Cost Responsibility Summary of the RFP for details.
- b. **Repair, Replacement and Maintenance:** District shall furnish building maintenance services for the Food Service Facilities, shall promptly make all equipment repairs and replacements, and shall be responsible for compliance with all Federal, State and local safety and health laws and regulations with respect to the Food Service Facilities. The Contractor

## SECTION 4 – EXHIBITS

shall immediately report all deficiencies to the District. See Schedule A - Cost Responsibility Summary of the RFP for details.

- c. **Servicewares and Small Expendable Equipment:** The Contractor shall provide and the Contractor shall maintain as a direct cost an adequate inventory of Servicewares, Small Expendable Equipment. All Servicewares and Small Expendable Equipment shall remain the property of District. The Contractor, as a direct cost, is responsible for the replacement of all Servicewares and Small Expendable Equipment.
- d. **IT System:** The Contractor agrees to provide, install, maintain and operate an information technology system (which may include, but not be limited to, hardware, owned and licensed software and systems support) necessary for the operation of District's Food Service Program (the "IT System"). District shall receive a Charge for the use of the IT System. District shall provide, at its expense, a suitable environment, including such heat, air conditioning, phone and utility service as may be reasonably required for the installation, implementation, operation and maintenance of the IT System.

In connection with the services being provided hereunder, the Contractor may need to operate certain information technology systems not owned by District ("Non-District Systems"), which may need to interface with or connect to District's networks or information technology systems ("District Systems"). The Contractor shall be responsible for all Non-District Systems, and District shall be solely responsible for District Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. If the Contractor serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder, then the Contractor will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data ("Data Protection Rules"). If Non-District Systems interface with or connect to District Systems, then District agrees to implement forthwith upon request from the Contractor, at its own expense, the changes to the District Systems that the Contractor reasonably requests and believes are necessary or prudent to ensure the Contractor's compliance with the Data Protection Rules. Each party shall indemnify, defend and hold harmless the other party from all claims, liabilities, damages and costs (including reasonable lawyer's fees) to the extent caused by the indemnifying party's failure to comply with its obligations in this section.

### 11. **Cleaning Responsibilities.**

- a. **Contractor' Responsibilities:** The Contractor shall maintain high standards of sanitation and shall be responsible for routine cleaning and housekeeping in the food preparation and service areas (including food service equipment, kitchen floors, hoods and grease filters) and for the routine cleaning of cafeteria tables and chairs as detailed in Schedule A - Cost Responsibility Summary of the RFP.
- b. **District's Responsibilities:** District, at its cost, shall provide regular cleaning service for cafeteria walls, windows, floors, light fixtures, draperies and blinds, periodic waxing and buffing of floors. The District will also be responsible for trash and garbage removal, extermination services, routine cleaning of grease traps, duct work, plenum chambers and roof fans as detailed in Schedule - A Cost Responsibility Summary of the RFP.

12. **Health Certification.** The Contractor, as a Direct Cost, shall comply with all federal, state and local laws and regulations governing the preparing, handling and serving of food, and shall obtain on behalf of District and keep in effect all licenses, permits, food handlers' cards and health certifications as are required by law, and shall post such items in a prominent place within the Food Service Facilities as required.

### 13. **Personnel.**

- a. **Contractor Personnel:**
  - i. The Contractor shall provide and pay a staff of management and operational employees assigned to duty on District's premises for efficient management and operation of the Food Service Program. The Contractor's management and operational employees will be subject to rules and regulations of the District while on District's premises.
  - ii. The Contractor shall be reimbursed for the Direct Costs incurred by the Contractor in connection with its employees assigned to duty on District's premises, including, but not necessarily limited to, compensation, payroll costs, performance bonuses, fringe benefits and human resource services.
  - iii. The Contractor shall comply with all applicable provisions of any other applicable federal, state or local law or regulation with respect to its personnel providing services hereunder.
  - iv. If the Contractor incurs any costs, including legal fees, retroactive wages and damages, as a result of any personnel action taken by the Contractor at the written direction of District, the Contractor shall charge District for such costs as Direct Costs.



## SECTION 4 – EXHIBITS

- b. **Resolution of FSMC Management Performance Issues:** If the District is not satisfied with the performance of the FSMC's on-site management and provides documentation, in writing, to that effect without measurable timely correction by the FSMC, the FSMC shall be subject to a penalty in which it shall forfeit its management fee per day for every day beyond two (2) weeks (grace period) in which performance issues brought to the FSMC's attention remain unresolved.
  - c. **Restriction on Hiring Management Employees:** District agrees that no management employees of the Contractor shall be hired by the District for the term of this Agreement and three (3) months thereafter. Contractor agrees that no management employees of the District shall be hired by the Contractor for the term of this Agreement and three (3) months thereafter
  - d. **Background Checks:** To the extent permitted by law, the Contractor shall apply to its employees and prospective employees assigned to work on District premises (the "Contractor Applicants") the minimum standards of employability set forth under New Jersey Statute 18A:6-7.1 (the "New Jersey law") relating to background checks of prospective employees, including the prohibition of employment of individuals with a record of conviction of certain enumerated offenses. In order to comply with the New Jersey law, all Contractor Applicants will be required to submit fingerprints to the authorities delineated under New Jersey law in order for the requisite state and national background checks to be conducted. Consistent with its Drug Free Workplace Act Policy, the Contractor shall also conduct pre-employment drug and alcohol testing. All costs associated with the background checks and the pre-employment screenings shall be the responsibility of the Contractor and/or the Contractor Applicant. The Contractor will provide the District and/or its designee with copies of each employee's approved state clearance to the extent permitted by law.
- 14. Health Examinations.** The Contractor shall cause all of its employees assigned to duty on District's premises to submit to periodic health examinations as required by law, and shall submit satisfactory evidence of compliance with all health regulations to District's medical department upon request.
- 15. Purchasing.** The Contractor, as an authorized agent of District, shall purchase and pay for, as a Direct Cost, all food, supplies and services utilized in District's Food Service Program. Such purchases shall be made exclusively for the benefit of District and shall be used solely in District's Food Service Program. All food and related supplies purchased on behalf of District shall be kept separate and apart and title thereto shall remain in Contractor' name until used. All such purchases shall be made in the name of the Contractor. The Contractor will credit all discounts, rebates, and allowances except prompt payment discounts, to District's account, and shall show such amounts on the invoice as a credit or reduction in the amount billed. District shall be billed for purchases when used hereunder as such food and supplies are utilized in District's Food Service Program.
- In the event the Contractor, either directly or through one of its affiliated companies, furnishes products or services necessary for the efficient operation of District's Food Service Program, the charges to District for such products or services shall be competitive with the cost of obtaining such products or services from an independent source in the open market. The Contractor must show the competitive pricing and what discounts and rebates the Contractor may have received for the commodity, which they are then retailing to the District. Billings for such products or services shall be a Direct Cost.
- 16. Inventory of Food and Supplies.** The Contractor will own the food inventory and retain title.
- 17. Invoices.** The Contractor shall invoice the Local Education Agency monthly a sum not to exceed the amount necessary to cover Contractor' expenditures for the food service operation and/or the submission of a valid claim for the items designated in Paragraph 10. Contractor will provide a reconciled monthly statement from its monthly billing procedures. Payment shall be due within thirty (30) days of the date of the monthly invoice. Within ninety (90) days of the end of the Term, the parties shall complete a reconciliation of the annual operating statement, which statement shall be signed by the parties at the bottom as being true and correct.
- 18. Operating Expenses.** The Contractor shall charge the District its costs of operating the food service which shall include, but not be limited to: the cost of goods, including food, beverages and supplies; salaries and wages of all of the Contractor employees, including payroll taxes and benefits; and other costs, charges and expenses necessary to perform the duties and obligations under this Contract including, but not limited to, office supplies, insurance, marketing, training, licenses/permits, laundry, uniforms, postage, paper goods, and taxes. Contractor shall provide, upon request, paid invoices in support of its monthly billings as well as certified payroll and related tax remittance information. Failure to do so in a timely fashion shall entitle the District to defer payment until said information is provided.
- 19. Licenses, Permits and Taxes.** The Contractor shall obtain all federal, state and local licenses and permits required for District's Food Service Program and shall be responsible for all sales, use, excise, taxes attributable to District's Food Service Program. The cost of all such licenses, permits and taxes shall be charged as Direct Costs. In the event that a determination is made by a government authority that any sales, purchases, payments, maintenance or use of inventory or property made to

## SECTION 4 – EXHIBITS

or by the Contractor under this Agreement, either in whole or in part, are subject to any sales, use, gross receipts or any similar tax, the full amount of any such tax liability, together with any interest or penalties thereon, shall constitute a Direct Cost and shall immediately be reimbursed by District to the Contractor upon Contractor's demand therefore, o for a period not to exceed 90 days after the termination of any contract cycle or contract termination.

### 20. **Insurance and Limitation of Liability:**

- a. **Insurance:** Insurance coverage and indemnification of the District shall be as required by the RFP at Section Two (2) paragraph S. Notwithstanding the foregoing, if any term of this provision or the application hereof to any person or circumstance shall, to any extent or for any reason be invalid or unenforceable, the remainder of this provision and the application of such term within this provision to any person or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each remaining term of this provision shall be valid and enforceable to the fullest extent permitted by law.
- b. **Limitation of Liability:** In no event will either party be liable to the other party for any loss of business, business interruption, consequential, special, indirect or punitive damages.

### 21. **Indemnification.** The Contractor agrees to indemnify, save and hold harmless the Board of Education, its departments, agencies, board, officers, officials, agents, servants, administrators and employees, from and against any and all claims, demands, suits, damages, liability costs and expenses of any type whatsoever, including reasonable attorney's fees and other costs arising out of or resulting from or in any way related to the Contractor's performance and/or breach of this Agreement including, but not limited to any personal injury or property damage, resulting from acts or omissions, whether negligent, intentional or unintentional or willful misconduct on the part of the Contractor, the Contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract whether such liability is direct, indirect or vicarious. The District may defend itself at the Contractor's expense from any claim or lawsuit whatsoever that may arise as described in this paragraph or the District may elect to have the Contractor provide the District with a defense at the Contractor's expense. This provision shall be construed as broadly in favor of indemnification as permitted by New Jersey law and shall survive termination of this Agreement.

### 22. **Accounting.**

- a. **Accounting Period/Monthly Billing:** Within seven days after the end of each Accounting Period/Month, the Contractor will submit to District an invoice for District's Financial Obligation.
- b. **Accounting Period/Monthly Operating Statement and Notification of Billing Adjustment:** Within 30 days after the end of each Accounting Period/Month, the Contractor shall submit to District an operating statement and back up for such Period. Any difference between the amount of the prior invoice submitted for the prior Accounting Period/Month and the amount shown on the prior operating statement as owing to the Contractor for the prior Accounting Period/Month will be reflected in the subsequent Accounting Period/Month billing.
- c. **Payment Terms:** All invoices submitted by the Contractor to District shall be paid within 30 days of receipt of the invoice, subject to provision of al requisite supporting documentation required by the District.

### 23. **Rebates, Discounts and Credits.**

- a. The Contractor shall identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the District for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit.
- b. The Contractor shall identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract. Final contract period payment shall be subject to receipt of this documentation. The Contractor shall report this information monthly to the District.
- c. In the event that discounts, rebates and/or other applicable credits allocable to this Agreement are earned by the Contractor subsequent to the expiration and/or termination of this Agreement, the Contractor shall report such discounts, rebates and other applicable credits to the District by way of a supplemental report. To the extent that such discounts, rebates and/or other applicable credits were not previously credited to the District, the Contractor shall refund the amount of such discounts, rebates and/or other applicable credits to the District subject to any necessary supplemental reconciliation of the final operating statement provided by the Contractor to the District for the final year of the Agreement
- d. The Contractor shall maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the District.

## **SECTION 4 – EXHIBITS**

### **24. Audit and Inspection.**

The Contractor agrees to maintain and have available for audit and inspection, all books, records and documents pertaining to the Services provided under this Agreement and shall agree to retain all such books, records and documents for a period of five years from the date of final payment. The Contractor agrees to provide copies of all requested documents to the Board and the NJ State Comptroller upon request.

All records and accounts pertaining to this contract are to be kept available for inspection by representatives of the District in accordance with the applicable School District Retention Schedule in accordance with the New Jersey Division of Archives and Records Management requirements or five years from the end of the contract cycle, whichever is longer. Any and all records, progress reports, notes and other documents related to the provision of the Services shall be owned by the Board and immediately provided to the Board upon request

### **25. Remedies.**

a. Neither party shall be responsible to the other for any losses resulting from the failure to perform any terms or provisions of this Agreement, except for payments of monies owed for goods and services already provided prior to the date of a force majeure event, if the party's failure to perform is attributable to war, riot, or other disorder; strike or other work stoppage; fire; flood; or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent. Any such occurrence shall be referred to as a "Force Majeure".

In the event of a Force Majeure which interferes with the operation of District's Food Service Program, upon request, the Contractor will take all reasonable steps to continue to provide service upon terms and conditions satisfactory to the Contractor and District.

b. Notwithstanding any other provision of this Agreement, both parties shall be deemed to have retained any and all administrative, contractual and legal rights and remedies to which they may be entitled.

### **26. Confidential Information and Proprietary Materials.**

a. **Confidential Information:** All financial, statistical, operating, marketing and personnel materials and information, including, but not limited to, manuals, recipes, and meal plans, and computer programs relative to or utilized in the Contractor' business or the business of any affiliate of the Contractor (collectively, "Confidential Information"), shall be the property of the Contractor and shall be confidential. District shall keep such Confidential Information confidential during or subsequent to the term of this Agreement and shall so instruct its agents, employees, and independent contractors, and the use of such Confidential Information by District in any manner shall not affect the Contractor' ownership or the confidential nature of such Confidential Information. District shall not photocopy or otherwise duplicate any such Confidential Information without the prior written consent of the Contractor. Should this clause conflict with the New Jersey Open Public Records Act (OPRA) then the New Jersey Open Public Records Act shall prevail.

b. **Proprietary Materials:** District agrees that all computer software programs, signage and marketing and promotional literature and material (collectively referred to as "Proprietary Materials") used by the Contractor on District's premises in connection with the food service provided by the Contractor under this Agreement shall remain the property of the Contractor notwithstanding the fact that District may have received a Charge for the use of such Proprietary Materials in connection with District's Food Service Program. The FSMC must provide the District upon the start of the contract with what items the FSMC has trademarked rights to and items they do not. Upon termination of this Agreement, all use of trademarks, service marks, and logos owned by Contractor or licensed to Contractor by third parties shall be discontinued By District, and District shall immediately return all Proprietary Materials. Should this clause conflict with the New Jersey Open Public Records Act (OPRA) then the New Jersey Open Public Records Act shall prevail.

c. **District Information:** The Contractor acknowledges that during the course of this Agreement, the Contractor shall have access to business systems, techniques and methods of operation developed at great expense by District which the Contractor recognizes to be unique assets of District's business. The Contractor agrees to keep such information confidential and shall not disclose such information directly or indirectly during or subsequent to the term of this Agreement.

27. **Affirmative Action Compliance.** The Contractor agrees to comply fully with the requirements of P.L. 1975, c. 127, and all implementing regulations there under, all as amended and supplemented from time to time. The mandatory language of the regulations, attached as Attachment A, is incorporated herein by reference.

28. **Affirmative Action Report.** The Contractor has attached to this Agreement a copy of one of the following affirmative action forms, as mandated by law (N.J.A.C. 17:27-4.3) for all parties contracting with any public agency in the State of New Jersey:

#### SECTION 4 – EXHIBITS

(Place an “x” to indicate the form attached.)

- a. Proof of federally approved or sanctioned affirmative action program, or
- b. Certificate of Employee Information Report, or
- c. A completed form AA302 - Initial Employee Information Report.

If the Contractor is attaching a completed copy of Form AA302, the Contractor certifies as follows:

The Contractor certifies that he or she has never before applied for a Certificate of Employee Information Report in accordance with rules promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time; and agrees to submit immediately to the Affirmative Action Office a copy of the Initial Employee Information Report.

**29. Anti-Discrimination (N.J.S.A. 10:2-1).** Requires the following provisions to be included in each contract:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no Contractor, nor any person acting on behalf of such Contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No Contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the Contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the Contractor from the contracting public agency of any prior violation of this section of the contract.

**30. New Jersey Business Registration Certificate and Use Tax Requirements. N.J.S.A. 52:32-44.** The Contractor has attached to this Agreement a copy of the Contractor’s New Jersey Business Registration Certificate (BRC). The Contractor shall maintain and submit to the District a list of subcontractors (if any) and their addresses, which shall be updated from time to time, as needed, during the course of this Agreement. Prior to the contract award under this Agreement is made by the District, the Contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of this Agreement, or shall attest that no subcontractors were used.

For the term of this Agreement, the Contractor and each of its affiliates, and any subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g) (3)), shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, under the terms of this Agreement.

NOTE: A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

**31. Harassment, Intimidation and Bullying.** Pursuant to N.J.S.A. 18A:37-16 et seq., all contracted service providers, defined as any organization that is a party to a contract or agreement for services with the District, and all employees of contracted service providers are required to comply with the provisions of the District’s anti-bullying policy. Contracted service providers and its employees shall verbally report any act of harassment, intimidation or bullying of a student on the same day on which the act was witnessed, or on the same day on which reliable information that a student has been subject to harassment, intimidation or bullying was received, and shall report the same in writing within two (2) school days. All verbal and written reports of harassment, intimidation or bullying of a student shall be made to the school principal or to any school administrator or safe schools resource officer.

#### SECTION 4 – EXHIBITS

Reports may be made anonymously in accordance with the reporting procedure as set forth in the anti-bullying policy. The District shall provide to all contracted service providers and its employees a copy of the District’s anti-bullying policy and information regarding the policy. Annually, the Contractor must furnish the District with documentation that each employee has received the required training.

- 32. Dispute Resolution.** Any and all claims, disputes or other matters in question between the Board and the Contractor arising out of or relating to this Agreement or alleged breach thereof, shall be subject to and determined by a court of competent jurisdiction venued in .24 County, New Jersey. Each party waives and agrees not to assert any defense that the court lacks jurisdiction, venue is improper, inconvenient forum or otherwise.

The Contractor hereby irrevocably waives its rights to trial by jury in any action arising out of or relating to this Agreement. This waiver does not apply to personal injury actions or to any action in which another party, not bound by such a waiver, demands trial by jury. This waiver is knowingly, intentionally and voluntarily made by the Contractor.

If a dispute arises between the Board and any entity or individual to whom the Board is bound to the arbitration of such disputes, then the Contractor agrees that the Contractor can be joined as a party to such arbitration with respect to matters related to that arbitration. All disputes, which exist only between the Board and the Contractor, or among the Board, the Contractor and others as to which the Board is not bound to the arbitration of disputes, shall be subject to the provisions of this section.

- 33. Liquidated damages.** This contract is subject to N.J.S.A. 18A :18A-41.

- 34. Governing Law.** This Agreement shall be governed, construed and interpreted in accordance with the law of the State of New Jersey as it applies to contracts made and performed in New Jersey. The Superior Court of the State of New Jersey, in the County of .24, shall have jurisdiction to hear and determine any claim or disputes pertaining directly or indirectly to the Agreement or to any matter arising there from. Each of the parties hereby expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced by the other in such court.

- 35. Interpretation of Contract Documents.** In the event any provision of this Agreement or RFP conflicts in whole or in part with Contractor’s proposal, the inconsistency shall be resolved by an interpretation which is most favorable to the District and which imposes the greater obligation upon Contractor. In the event the inconsistency cannot be resolved in such a manner, the provisions of this Agreement and the RFP shall control. Contractor’s proposal shall not be construed to impose duties or obligations on District beyond those set forth in this Agreement.

- 36. Order of Precedence.** In the event any provision of this Agreement conflicts in whole or in part with Contractor’s proposal, the inconsistency shall be resolved by an interpretation which is most favorable to the District and which imposes the greater obligation upon Contractor. In the event the inconsistency cannot be resolved in such a manner, the provisions of this Agreement shall control. Contractor’s proposal shall not be construed to impose duties or obligations on District beyond those set forth in this Agreement.

- 37. Entire Agreement.** The Agreement, as defined in paragraph 3 above, constitutes the entire understanding and agreement of the parties concerning the matters contained herein, and supersedes and replaces any prior or contemporaneous oral or written contracts or communications concerning the matters contained herein.

- 38. Amendments to Agreement.** All provisions of this Agreement shall remain in effect throughout the term hereof unless the parties agree, in a written document signed by both parties, to amend, add or delete any provision. This Agreement contains all agreements of the parties with respect to matters covered herein, superseding any prior agreements and may not be changed other than by an agreement in writing signed by the parties hereto.

- 39. Notices.** All notices, consents, waivers or other communications which are required or permitted hereunder shall be sufficient if given in writing and either (a) delivered personally, (b) delivered by courier service, or (c) delivered by certified mail with return receipt. In all cases, notice shall be deemed to have been given when received by the other party. Any such communications shall be addressed as follows:

To District:               Colts Neck Township Board of Education  
                                  Attention: Vincent S. Marasco, Business Administrator  
                                  70 Conover Road  
                                  Colts Neck, NJ 07720

To Contractor:        Inc.  
                                  Attention: ??,? President  
                                  Street

**SECTION 4 – EXHIBITS**

Copy to: City, State Zip  
Inc.  
Attention: ?? President  
Street  
City, State Zip

- 40. **Waiver.** The failure of the Contractor or District to exercise any right or remedy available under this Agreement upon the other party's breach of the terms, covenants or conditions of this Agreement or the failure to demand prompt performance of any obligation under this Agreement shall not be deemed a waiver of such right or remedy; of the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.
- 41. **Assignment.** Neither the District, nor the Contractor shall assign this Agreement without the prior written consent of the other; provided, however, that either party may assign the Agreement to an Affiliate without the consent of the other party. For purposes of this Agreement, "Affiliate" shall mean a company which controls, is controlled by, or is under common control with the assigning party or its ultimate parent company.
- 42. **Severability.** If any term or provision of this Agreement or the application hereof to any person or circumstance shall, to any extent or for any reason be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to any person or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 43. **Interpretation of Contract Documents.** In the event any provision of this Agreement or RFP conflicts in whole or in part with Contractor's proposal, the inconsistency shall be resolved by an interpretation which is most favorable to the District and which imposes the greater obligation upon Contractor. In the event the inconsistency cannot be resolved in such a manner, the provisions of this Agreement and the RFP shall control. Contractor's proposal shall not be construed to impose duties or obligations on District beyond those set forth in this Agreement.
- 44. **Governing Law.** This Agreement shall be governed, construed and interpreted in accordance with the law of the State of New Jersey as it applies to contracts made and performed in New Jersey. The Superior Court of the State of New Jersey, in the County of Middlesex, shall have jurisdiction to hear and determine any claim or disputes pertaining directly or indirectly to the Agreement or to any matter arising there from. Each of the parties hereby expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced by the other in such court.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their duly authorized representatives the day and year first above written.

**COLTS NECK BOARD OF EDUCATION**

Attest:

By: \_\_\_\_\_

Name: Vincent S. Marasco

Title: Business Administrator

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

**XYZ, INC.**

Attest:

By: \_\_\_\_\_

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

Title: Vice President

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

## **Attachment A to the Food Service Management Agreement**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127), N.J.A.C. 17:27**

### **GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report or Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at: [http://www.state.nj.us/treasury/contract\\_compliance/](http://www.state.nj.us/treasury/contract_compliance/)).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C.17:27-1.1 et seq.

***SECTION 4 – EXHIBITS***

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be disqualified as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



**SECTION 5 – REQUIRED PROPOSAL FORMS - All Contractor’s Must Submit with Their Proposals**

<b>Proposal Form A – Checklist for Required Forms</b>		
<i>If this form or any of the items listed in this checklist are not provided, the Contractor will have their proposals rejected</i>		
Description	In Proposal Yes/No	Section/ Page Number
<b>Bonding Requirements</b>		
1.	Bid Bond - Amount of \$20,000.00	
<b>Insurance Requirements - Certificates for each insurance policy</b>		
1.	Contractors Liability Insurance - Coverage for limits of not less than of \$1,000,000 per occurrence.	
2.	Worker’s Compensation - Valid Worker’s Compensation Insurance as required by law.	
3.	Automobile Liability - Coverage of at least \$100,000 per person, \$300,000 per occurrence.	
<b>Required Forms</b>		
1.	Proposal Form A – Checklist for Required Forms	
2.	Proposal Form B – Pricing Response and Projected Operating Statement – <b>Must submit an Excel copy on USB drive</b>	
3.	Proposal Form B1 - List of School Districts Served – <b>Must submit an Excel copy on USB drive</b>	
4.	Proposal Form B2 – Contractor Proposed Staffing, Hours and Wages – <b>Must submit an Excel copy on USB drive</b>	
5.	Proposal Form B3 - Proposed Contractor Price List for 2024-2025 – <b>Must submit an Excel copy on USB drive</b>	
6.	Proposal Form C - Debarment/Suspension Certification	
7.	Proposal Form D - Statement of Ownership Disclosure	
8.	Proposal Form E – Non-Collusion Affidavit	
9.	Proposal Form F - Certification of Affirmative Action	
10.	Proposal Form G – Worker and Community Right to Know Act	
11.	Proposal Form H - Americans With Disabilities Act of 1990	
12.	Proposal Form I – Disclosure of Investment Activities in Iran	
13.	Proposal Form J – Contractor’s Assurance of Compliance	
14.	Proposal Form K - Certification of Non-Involvement in Prohibited Activities in Russia or Belarus	
<b>Qualifications of Contractor’s and Contractor’s Requirements</b>		
1.	The Contractor’s must propose at a minimum of a \$20,000 guaranteed return. Must state what is the amount and what, if any, limitations the guarantee is based upon.	
2.	The Contractor must have extensive involvement and experience in the school food service field in the areas of: a retail non NSLP and NSLP programs, designing facilities, selecting and procuring food service equipment, nutrition, menu planning, on-site production, quality control, employee supervision, staff training, employee motivation, marketing, and public relations. The development of model programs in these areas will be advantageous.	
3.	The Contractor must have successfully operated food service programs for private and/or school districts for at least five years. The Contractor must be operating at least ten (10) food service programs for private or school districts of which five (5) must be public school districts, one must be a program off the NSLP in which the Contractor is providing a “retail” type food service program and must have an enrollment exceeding 900 students.	
4.	The Contractor’s must have extensive involvement and experience in the school food service field in the areas of: operating a Non NSLP, designing facilities, selecting and procuring food service equipment, nutrition, menu planning, onsite production, quality control, employee supervision, staff training, employee motivation, marketing, and public relations. The development of model programs in these areas will be advantageous	
5.	The Contractor’s must provide at a minimum a one (1) person management team to direct the food service program and to implement a seamless transition. This person/s need to be in place by July 1, 2024. Contractor’s must submit a resume of the proposed on-site General Manager with their proposal.	
<b>Performance Investigation</b>		
1.	Provide details of any contract terminated for non-performance, convenience, non-allocation of funds or any other reason, during the past five years	
<b>Exceptions to the RFP</b>		
1.	Has the Contractor submitted any exceptions to anything contained in this RFP?	

**SECTION 5 – REQUIRED PROPOSAL FORMS - All Contractor’s Must Submit with Their Proposals**

**PROPOSAL FORM B - RESPONSE AND PROJECTED OPERATING STATEMENT**

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

Response and Projected Operating Statement  
for  
School District  
Colts Neck Public Schools  
  
School Year 2024 - 2025

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

FSMC NAME: \_\_\_\_\_  
 FSMC ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 FSMC REPRESENTATIVE'S NAME: \_\_\_\_\_  
 SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 TELEPHONE #: \_\_\_\_\_ FAX #: \_\_\_\_\_  
 E-MAIL ADDRESS: \_\_\_\_\_

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

**MANAGEMENT FEE:**

FSMC must submit one fee only, G&A fees will not be accepted.

Fee must per cents per meal only. Fixed fee not allowed.

Cents/Meal

**PROJECTED BOTTOM-LINE: (K)**

District	PROFIT	<input type="text"/>
	LOSS	<input type="text"/>
	BREAKEVEN	<input type="text" value="\$0.00"/>

Is the profit/loss/breakeven a GUARANTEE to the School District?  Yes  No

Is the guarantee the same as the **projected bottom line**?  Yes  No

If no, indicate the **actual** guaranteed profit/loss/breakeven: \$

Is the guarantee capped?  Yes  No

If yes, capped up to \_\_\_\_\_% of the \_\_\_\_\_ management fee.

This operating statement is based on:

Elem.	Middle	High	
0	0		days of meals service (breakfast)
0	0		days of meals service (lunch)
0	0		# of work days (hourly employees only)

Are any prices increased from what is stated in RFP?  Yes  No

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

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

**SECTION 5 – REQUIRED PROPOSAL FORMS - All Contractor’s Must Submit with Their Proposals**

<b>Proposal Form B - RFP Questionnaire (FSMC please check Yes or No)</b>				
		Yes	No	
1.	Is your FSMC licensed do to business in the state of New Jersey?			
2.	Are labor cuts anticipated/factored into proposal?			
3.	Is a reduction of current employee benefits factored in proposal?			
7.	Description of fringe benefits for FSMC employees provided?			
8.	Would you discharge or transfer any employee at the request of the School District without interruption of service?			
9.	Are any prices increased?			
10.	Are ala carte prices increased?			
12.	Proposed 21 day menu cycle included?			
13.	Will the food served be prepared on each site?			
14.	Have you inspected and visited all schools?			
15.	Have you found all equipment and facilities to be satisfactory? If not attach recommendations.			
16.	Are you making an investment to upgrade the program? (this does not include marketing, signage, smallwares, or other items costing less than \$250.00 each)			
17.	Is the FSMC returning all rebates, volume discount and or manufactures allowances to the School District?			
<b>Note: All FSMC's Must Provide the Following Information</b>				
<b>Projected Average Daily Ala Carte Sales</b>				
	<b>Grade Level</b>	<b>Elementary</b>	<b>Middle</b>	<b>High</b>
	<b>Average daily ala carte sales per student</b>	<b>\$0.00</b>	<b>\$0.00</b>	

SECTION 5 – REQUIRED PROPOSAL FORMS - All Contractor's Must Submit with Their Proposals

PROPOSAL FORM B - RESPONSE AND PROJECTED OPERATING STATEMENT	
PROJECTED REVENUE <i>(Sales)</i>	
<u>SALES</u>	<u>Projected Revenue</u>
Cafeteria Sales: <b>(Lunch)</b>	
	<b>Student Sales</b>
	Elementary <span style="float: right; border: 1px solid black; padding: 2px;">\$0.00</span>
	Middle School <span style="float: right; border: 1px solid black; padding: 2px;">\$0.00</span>
	High School <span style="float: right; border: 1px solid black; padding: 2px; background-color: #cccccc;"> </span>
	<b>Adult Sales</b>
	Elementary <span style="float: right; border: 1px solid black; padding: 2px;">\$0.00</span>
	Middle School <span style="float: right; border: 1px solid black; padding: 2px;">\$0.00</span>
	High School <span style="float: right; border: 1px solid black; padding: 2px; background-color: #cccccc;"> </span>
	Vending - District Wide <span style="float: right; border: 1px solid black; padding: 2px;">\$0.00</span>
	Special Functions - District Wide <span style="float: right; border: 1px solid black; padding: 2px;">\$0.00</span>
Other Revenue <i>(Identify):</i> _____	<span style="float: right; border: 1px solid black; padding: 2px;">\$0.00</span>
Other Revenue <i>(Identify):</i> _____	<span style="float: right; border: 1px solid black; padding: 2px;">\$0.00</span>
Other Revenue <i>(Identify):</i> _____	<span style="float: right; border: 1px solid black; padding: 2px;">\$0.00</span>
Other Revenue <i>(Identify):</i> _____	<span style="float: right; border: 1px solid black; padding: 2px;">\$0.00</span>
Cafeteria Sales: <b>(Breakfast)</b>	
	<b>Student Sales</b>
	Elementary <span style="float: right; border: 1px solid black; padding: 2px;">\$0.00</span>
	Middle School <span style="float: right; border: 1px solid black; padding: 2px;">\$0.00</span>
	High School <span style="float: right; border: 1px solid black; padding: 2px; background-color: #cccccc;"> </span>
	<b>Adult Sales</b>
	Elementary <span style="float: right; border: 1px solid black; padding: 2px;">\$0.00</span>
	Middle School <span style="float: right; border: 1px solid black; padding: 2px;">\$0.00</span>
	High School <span style="float: right; border: 1px solid black; padding: 2px; background-color: #cccccc;"> </span>
	<span style="float: right; border: 1px solid black; padding: 2px;">\$0.00</span>
<b>Total Sales</b>	<span style="float: right; border: 1px solid black; padding: 2px; background-color: #fce4d6;">\$0.00</span> (A)

SECTION 5 – REQUIRED PROPOSAL FORMS - All Contractor's Must Submit with Their Proposals

PROPOSAL FORM B - RESPONSE AND PROJECTED OPERATING STATEMENT			
PROJECTED EXPENSES			
	Student Lunches		\$0.00
	Adult Lunches		\$0.00
	Student Breakfasts		\$0.00
	Adult Breakfasts		\$0.00
	Vending		\$0.00
	Special Functions		\$0.00
	Other		\$0.00
	<u>LESS</u> Rebates/Discounts		\$0.00
	<b>NET FOOD COST</b>		<b>\$0.00 (B)</b>
LABOR EXPENSES			
<b>Hourly Wages</b> <i>(Employee Schedules, Workhours and Rates of Pay must be attached.)</i>			
	Administrative		\$0.00
	Food Service Workers		\$0.00
	Driver		\$0.00
	Other <input style="width: 300px; height: 15px;" type="text"/>		\$0.00
	Other <input style="width: 300px; height: 15px;" type="text"/>		\$0.00
	<i>(Identify Position)</i>		
<b>Hourly Benefits and Taxes</b>			
	FICA		\$0.00
	Retirement		\$0.00
	Unemployment Compensation		\$0.00
	Workers' Compensation		\$0.00
	Health Insurance		\$0.00
	Life Insurance and Disability		\$0.00
	Holidays		\$0.00
	Sick Days		\$0.00
	Other - Personal Days		\$0.00
	Other <input style="width: 300px; height: 15px;" type="text"/>		\$0.00
	<i>(Identify)</i>		
	FSMC Total Hourly Payroll, Taxes, and Benefits		\$0.00
	District Total Hourly Payroll, Taxes, and Benefits		
	Total Hourly Payroll Taxes and Benefits		\$0.00
<b>FSMC Management Salaries</b>			
	Food Service Director		\$0.00
	Other <i>(Title)</i> : <input style="width: 300px; height: 15px;" type="text"/>		\$0.00
	Other <i>(Title)</i> : <input style="width: 300px; height: 15px;" type="text"/>		\$0.00
	Other <i>(Title)</i> : <input style="width: 300px; height: 15px;" type="text"/>		\$0.00
<b>FSMC Salaried Payroll Taxes and Benefits</b>			
	TOTAL FSMC Salaried Payroll, Taxes, and Benefits		\$0.00
	District Management Total Salaried Payroll, Taxes, and Benefits		
	Total Management Salaried Payroll, Taxes, and Benefits		\$0.00
	<b>TOTAL LABOR</b>		<b>\$0.00 (C)</b>

SECTION 5 – REQUIRED PROPOSAL FORMS - All Contractor’s Must Submit with Their Proposals

PROPOSAL FORM B - RESPONSE AND PROJECTED OPERATING STATEMENT			
PROJECTED EXPENSES			
PAPER AND CLEANING			
<b>PAPER AND CLEANING</b>			<b>\$0.00 (D)</b>
EQUIPMENT AND REPAIR			
<b>EQUIPMENT AND REPAIR</b>			
From Total	Equipment (not depreciated)		\$0.00
Amount of Equ.	Equipment (depreciated)		\$0.00
\$0.00			<b>\$0.00 (E)</b>
OTHER EXPENSES			
<b>OTHER</b>			
Computer Services (specify):			\$0.00
			\$0.00
Assumed Investment			\$0.00
Paper & Plastic Cost			\$0.00
Cleaning Supplies Cost			\$0.00
Equipment Repair			\$0.00
Smallwares (Equipment Under \$250.00)			\$0.00
Vehicle Operating Costs			\$0.00
Liability Insurance			\$0.00
Unit Audit Fees			\$0.00
USDA Donated Foods Administration/Delivery			\$0.00
Stationery/Postage			\$0.00
Printing (Menus/Tickets)			\$0.00
Licenses/Permits			\$0.00
Promotions			\$0.00
Mileage			\$0.00
Uniforms/Laundry			\$0.00
Physicals			\$0.00
Telephone/Fax			\$0.00
Miscellaneous (Specify)			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
<b>TOTAL OTHER</b>			<b>\$0.00 (F)</b>
<b>Comments/Clarification on Expenses:</b>			
FSMC MANAGEMENT FEE/CHARGE			
<b>FSMC FEE(S)</b>		FSMC Input Cents Per Meal Fee:	\$0.000
<b>TOTAL FSMC FEE</b>			<b>\$0.00 (G)</b>
<b>EXPENSE TOTAL (B+C+D+E+F+G)</b>			<b>\$0.00 (J)</b>
<b>PROFIT/LOSS (A-B=K)</b>			<b>\$0.00 (K)</b>
CALCULATION OF CENTS PER MEAL MANAGEMENT FEE*			
<p>All meal equivalents to be calculated on a factor of: <input style="width: 50px;" type="text" value="\$4.58"/></p> <p style="text-align: center;">                     Projected Annualized Revenue/Sales <input style="width: 50px;" type="text" value="\$0"/> ÷ Meal Equiv. Factor <input style="width: 50px;" type="text" value="\$4.58"/> = Total Meal Equiv. <input style="width: 50px;" type="text" value="-"/> </p>			
* This is a projected calculation. Actual fee may be greater than or less than projected amount. Management fee is directly related to student participation and district revenue.			

SECTION 5 – REQUIRED PROPOSAL FORMS - All Contractor's Must Submit with Their Proposals

<b>PROPOSAL FORM B</b>				
<b>Equipment Provided by the Contractor</b>				
Type/Description of Equipment	Quantity	Make & Model	Total Cost	Annual Depreciation
<b>For All Equipment Not Depreciated but Expensed the First Year</b>				
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
<b>TOTAL FOR EQUIPMENT NOT DEPRECIATED</b>			<b>\$0.00</b>	
<b>For All Equipment &amp; Items Depreciated</b>				
			00.00	\$00.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
<b>TOTAL FOR EQUIPMENT &amp; ITEMS DEPRECIATED</b>			<b>\$0.00</b>	<b>\$0.00</b>

SECTION 5 – REQUIRED PROPOSAL FORMS - All Contractor's Must Submit with Their Proposals

<b>PROPOSAL FORM B - Program Summary Number of Food Stations &amp; Registers</b>		
<b>Number of Food Stations &amp; Registers (points of payment) Proposed by the Contractor for the Middle School</b>		
<b>Name &amp; of Stations</b>	<b>No.</b>	<b>Brief Description</b>
<b>Middle School</b>		
<i>Number of points of payment</i>		
<b>Number of Daily Elementary School Entrees and Description of Offering</b>		
<b>Number of Daily Entrees</b>	<b>Brief Description</b>	



**SECTION 5 – REQUIRED PROPOSAL FORMS - All Contractor’s Must Submit with Their Proposals**

<b>Proposal Form B1- List of School Districts Served</b>			
<i>The Contractor must be operating at least ten (10) food service programs for private or school districts of which five (5) must be public school districts, one must be a program off the NSLP in which the Contractor is providing a “retail” type food service program and must have an enrollment exceeding 900 students.</i>			
Name of School District			
Address:			
City, State, Zip:			
Contact Name & Title:			
Phone Number:		Who's Payroll Employees On:	
Date Services Began:		Number of Schools:	
Enrollment:	On NSLP (Y or N):	Percent Free and Reduced:	
Name of School District			
Address:			
City, State, Zip:			
Contact Name & Title:			
Phone Number:		Who's Payroll Employees On:	
Date Services Began:		Number of Schools:	
Enrollment:	On NSLP (Y or N):	Percent Free and Reduced:	
Name of School District			
Address:			
City, State, Zip:			
Contact Name & Title:			
Phone Number:		Who's Payroll Employees On:	
Date Services Began:		Number of Schools:	
Enrollment:	On NSLP (Y or N):	Percent Free and Reduced:	
Name of School District			
Address:			
City, State, Zip:			
Contact Name & Title:			
Phone Number:		Who's Payroll Employees On:	
Date Services Began:		Number of Schools:	
Enrollment:	On NSLP (Y or N):	Percent Free and Reduced:	
Name of School District			
Address:			
City, State, Zip:			
Contact Name & Title:			
Phone Number:		Who's Payroll Employees On:	
Date Services Began:		Number of Schools:	
Enrollment:	On NSLP (Y or N):	Percent Free and Reduced:	
Name of School District			
Address:			
City, State, Zip:			
Contact Name & Title:			
Phone Number:		Who's Payroll Employees On:	
Date Services Began:		Number of Schools:	
Enrollment:	On NSLP (Y or N):	Percent Free and Reduced:	
Name of School District			

**SECTION 5 – REQUIRED PROPOSAL FORMS - All Contractor’s Must Submit with Their Proposals**

Proposal Form B1- List of School Districts Served			
Address:			
City, State, Zip:			
Contact Name & Title:			
Phone Number:		Who's Payroll Employees On:	
Date Services Began:		Number of Schools:	
Enrollment:	On NSLP (Y or N):	Percent Free and Reduced:	
Name of School District			
Address:			
City, State, Zip:			
Contact Name & Title:			
Phone Number:		Who's Payroll Employees On:	
Date Services Began:		Number of Schools:	
Enrollment:	On NSLP (Y or N):	Percent Free and Reduced:	
Name of School District			
Address:			
City, State, Zip:			
Contact Name & Title:			
Phone Number:		Who's Payroll Employees On:	
Date Services Began:		Number of Schools:	
Enrollment:	On NSLP (Y or N):	Percent Free and Reduced:	
Name of School District			
Address:			
City, State, Zip:			
Contact Name & Title:			
Phone Number:		Who's Payroll Employees On:	
Date Services Began:		Number of Schools:	
Enrollment:	On NSLP (Y or N):	Percent Free and Reduced:	
Name of School District			

**SECTION 5 – REQUIRED PROPOSAL FORMS - All Contractor’s Must Submit with Their Proposals**

<b>PROPOSAL FORM B2 - Proposed Staffing, Hours, &amp; Wages</b> <i>All Staff on Contractor Payroll, Must List All Proposed Positions Including Management</i>							
No.	Position	Assigned School	Hourly Pay	Hours Per Day	Days Per Year	Total Annual Wages	Is Position Eligible for Health Benefits (Yes or No)
<b>Staff on Contractor Payroll</b>							
1.			\$0.00	0	0	\$0.00	
2.			\$0.00	0	0	\$0.00	
3.			\$0.00	0	0	\$0.00	
4.			\$0.00	0	0	\$0.00	
5.			\$0.00	0	0	\$0.00	
6.			\$0.00	0	0	\$0.00	
7.			\$0.00	0	0	\$0.00	
8.			\$0.00	0	0	\$0.00	
9.			\$0.00	0	0	\$0.00	
10.			\$0.00	0	0	\$0.00	
11.			\$0.00	0	0	\$0.00	
12.			\$0.00	0	0	\$0.00	
13.			\$0.00	0	0	\$0.00	
14.			\$0.00	0	0	\$0.00	
15.			\$0.00	0	0	\$0.00	
16.			\$0.00	0	0	\$0.00	
17.			\$0.00	0	0	\$0.00	
18.			\$0.00	0	0	\$0.00	
19.			\$0.00	0	0	\$0.00	
20.			\$0.00	0	0	\$0.00	
21.			\$0.00	0	0	\$0.00	
22.			\$0.00	0	0	\$0.00	
23.			\$0.00	0	0	\$0.00	
24.			\$0.00	0	0	\$0.00	
25.			\$0.00	0	0	\$0.00	
26.			\$0.00	0	0	\$0.00	
27.			\$0.00	0	0	\$0.00	
28.			\$0.00	0	0	\$0.00	
29.			\$0.00	0	0	\$0.00	
30.			\$0.00	0	0	\$0.00	
31.			\$0.00	0	0	\$0.00	
32.			\$0.00	0	0	\$0.00	
33.			\$0.00	0	0	\$0.00	
34.			\$0.00	0	0	\$0.00	
35.			\$0.00	0	0	\$0.00	
36.			\$0.00	0	0	\$0.00	
37.			\$0.00	0	0	\$0.00	
38.			\$0.00	0	0	\$0.00	
39.			\$0.00	0	0	\$0.00	
40.			\$0.00	0	0	\$0.00	
Total		0	\$0.00	0	0	\$0.00	

SECTION 5 – REQUIRED PROPOSAL FORMS - All Contractor’s Must Submit with Their Proposals

<b>PROPOSAL FORM B3 - Proposed FSMC Price List for 2024-2025</b>				
<b>ITEM</b>	<b>2023-2024 Current Price</b>	<b>Increase</b>	<b>2024-2025 Proposed Price</b>	<b>% Increase</b>
<b>Primary School Price List 2023-2024</b>				
<b>Meals</b>				
Student Breakfast	NA	\$ -	-	—
Student Breakfast - Reduced	NA	\$ -	-	—
Student Lunch Lunch Meals include: Entrée selection (protein/grain), fruit, vegetable, and an 8 oz. milk or water	\$4.75	\$ -	\$4.75	—
Student Featured Lunch Lunch Meals include: Entrée selection (protein/grain), fruit, vegetable, and an 8 oz. milk or water	\$5.25	\$ -	\$5.25	—
Student Lunch - Reduced	\$0.50	\$ -	\$0.50	—
<b>Adults</b>				
Adult Meal Daily Entrée,	\$5.25	\$ -	\$5.25	—
Adult Featured Meal Daily Entrée,	\$5.75	\$ -	\$5.75	—
Coffee/Hot Tea 10 oz. (Faculty/Staff Only)	\$2.25	\$ -	\$2.25	—
	\$0.00	\$ -	\$0.00	—
<b>Entrée</b>				
Student Lunch Entrée Only	\$4.00	\$ -	\$4.00	—
Featured Favorite Entrée Only	\$4.50	\$ -	\$4.50	—
Pizza Slice	\$3.00	\$ -	\$3.00	—
Featured Favorite Deli Sandwich or Wrap as a Complete Meal or a la Carte	\$5.25	\$ -	\$5.25	—
Peanut Butter & Jelly, large	\$3.50	\$ -	\$3.50	—
	\$0.00	\$ -	\$0.00	—
	\$0.00	\$ -	\$0.00	—
<b>Beverages</b>				
8 oz. Milk	\$1.00	\$ -	\$1.00	—
10 oz Bottled Water	\$1.50	\$ -	\$1.50	—
4 oz. Juice	\$1.00	\$ -	\$1.00	—
8 oz. Apple & Eve 100W% Juice	\$2.00	\$ -	\$2.00	—
	\$0.00	\$ -	\$0.00	—
	\$0.00	\$ -	\$0.00	—
	\$0.00	\$ -	\$0.00	—
<b>Sides</b>				
5 oz. Side Salad	\$2.00	\$ -	\$2.00	—
Fresh Fruit/Cupped Fruit, 1 Cup (2 Portions)	\$1.50	\$ -	\$1.50	—
Side Vegetable, 1 cup (2 portions)	\$1.50	\$ -	\$1.50	—
8 oz. Soup	\$3.00	\$ -	\$3.00	—
	\$0.00	\$ -	\$0.00	—
	\$0.00	\$ -	\$0.00	—
	\$0.00	\$ -	\$0.00	—
	\$0.00	\$ -	\$0.00	—
<b>Ala Carte Items</b>				
Freshly Baked Cookie, small	\$1.00	\$ -	\$1.00	—
Baked Snacks/Chips, large	\$2.00	\$ -	\$2.00	—
Rice Krispies Treat	\$2.00	\$ -	\$2.00	—
Cheese Stick	\$1.00	\$ -	\$1.00	—
Fresh Fruit & Yogurt Parfait, 12 oz.	\$4.25	\$ -	\$4.25	—

SECTION 5 – REQUIRED PROPOSAL FORMS - All Contractor’s Must Submit with Their Proposals

<b>PROPOSAL FORM B3 - Proposed FSMC Price List for 2024-2025</b>				
<b>ITEM</b>	<b>2023-2024 Current Price</b>	<b>Increase</b>	<b>2024-2025 Proposed Price</b>	<b>% Increase</b>
Fresh Fruit Cup, 8 oz.	\$3.50	\$ -	\$3.50	—
Frozen Yogurt, 4 oz.	\$2.25	\$ -	\$2.25	—
Goldfish/Cheez-It	\$1.25	\$ -	\$1.25	—
Salad Dressing Packet, extra	\$1.00	\$ -	\$1.00	—
	\$0.00	\$ -	\$0.00	—
	\$0.00	\$ -	\$0.00	—
	\$0.00	\$ -	\$0.00	—
<b>Elementary Price List 2023-2024</b>				
<b>Meals</b>				
Student Breakfast	NA	\$ -	-	—
Student Breakfast - Reduced	NA	\$ -	-	—
Student Lunch Lunch Meals include: Entrée selection (protein/grain), fruit, vegetable, and an 8 oz. milk or water	\$4.50	\$ -	\$4.50	—
Student Featured Lunch Lunch Meals include: Entrée selection (protein/grain), fruit, vegetable, and an 8 oz. milk or water	\$5.00	\$ -	\$5.00	—
Student Lunch - Reduced	\$0.50	\$ -	\$0.50	—
<b>Adults</b>				
Adult Meal Daily Entrée,	\$5.00	\$ -	\$5.00	—
Adult Featured Meal Daily Entrée,	\$5.50	\$ -	\$5.50	—
	\$0.00	\$ -	\$0.00	—
	\$0.00	\$ -	\$0.00	—
<b>Entrée</b>				
Student Lunch Entrée Only	\$3.75	\$ -	\$3.75	—
Featured Favorite Entrée Only	\$4.25	\$ -	\$4.25	—
Pizza Slice	\$2.75	\$ -	\$2.75	—
Featured Favorite Deli Sandwich or Wrap as a Complete Meal or a la Carte	\$5.25	\$ -	\$5.25	—
Peanut Butter & Jelly, large	\$3.50	\$ -	\$3.50	—
	\$0.00	\$ -	\$0.00	—
	\$0.00	\$ -	\$0.00	—
<b>Beverages</b>				
8 oz. Milk	\$1.00	\$ -	\$1.00	—
10 oz Bottled Water	\$1.25	\$ -	\$1.25	—
4 oz. Juice	\$1.00	\$ -	\$1.00	—
8 oz. Apple & Eve 100W% Juice	\$2.00	\$ -	\$2.00	—
16.9 oz. Bottled Water	\$1.75	\$ -	\$1.75	—
100% Sparkling Juice (Envy/Switch)	\$2.50	\$ -	\$2.50	—
	\$0.00	\$ -	\$0.00	—
<b>Sides</b>				
16 oz. Side Salad	\$2.00	\$ -	\$2.00	—
Fresh Fruit/Cupped Fruit, 1 Cup (2 Portions)	\$1.50	\$ -	\$1.50	—
Side Vegetable, 1 cup (2 portions)	\$1.50	\$ -	\$1.50	—
8 oz. Soup	\$3.00	\$ -	\$3.00	—
	\$0.00	\$ -	\$0.00	—
	\$0.00	\$ -	\$0.00	—
	\$0.00	\$ -	\$0.00	—

SECTION 5 – REQUIRED PROPOSAL FORMS - All Contractor’s Must Submit with Their Proposals

<b>PROPOSAL FORM B3 - Proposed FSMC Price List for 2024-2025</b>				
<b>ITEM</b>	<b>2023-2024 Current Price</b>	<b>Increase</b>	<b>2024-2025 Proposed Price</b>	<b>% Increase</b>
<b>Ala Carte Items</b>				
Freshly Baked Cookie, small	\$1.00	\$ -	\$1.00	—
Baked Snacks/Chips, large	\$2.00	\$ -	\$2.00	—
Rice Krispies Treat	\$2.00	\$ -	\$2.00	—
Cheese Stick	\$1.00	\$ -	\$1.00	—
Fresh Fruit & Yogurt Parfait, 12 oz.	\$4.00	\$ -	\$4.00	—
Hot Pretzel, small	\$1.75	\$ -	\$1.75	—
Fresh Fruit Cup, 8 oz.	\$3.25	\$ -	\$3.25	—
Frozen Yogurt, 4 oz.	\$2.25	\$ -	\$2.25	—
Salad Dressing Packet, extra	\$0.95	\$ -	\$0.95	—
	\$0.00	\$ -	\$0.00	—
	\$0.00	\$ -	\$0.00	—
	\$0.00	\$ -	\$0.00	—
<b>Intermediate Price List 2023-2024</b>				
<b>Meals</b>				
Student Breakfast	NA	\$ -	-	—
Student Breakfast - Reduced	NA	\$ -	-	—
Student Lunch Lunch Meals include: Entrée selection (protein/grain), fruit, vegetable, and an 8 oz. milk or water	\$4.50	\$ -	\$4.50	—
Student Featured Lunch Lunch Meals include: Entrée selection (protein/grain), fruit, vegetable, and an 8 oz. milk or water	\$5.00	\$ -	\$5.00	—
Student Lunch - Reduced	\$0.50	\$ -	\$0.50	—
<b>Adults</b>				
Adult Meal Daily Entrée,	\$5.00	\$ -	\$5.00	—
Adult Featured Meal Daily Entrée,	\$5.50	\$ -	\$5.50	—
	\$0.00	\$ -	\$0.00	—
	\$0.00	\$ -	\$0.00	—
<b>Entrée</b>				
Student Lunch Entrée Only	\$3.75	\$ -	\$3.75	—
Featured Favorite Entrée Only	\$4.25	\$ -	\$4.25	—
Pizza Slice	\$2.75	\$ -	\$2.75	—
Peanut Butter & Jelly, large	\$3.50	\$ -	\$3.50	—
	\$0.00	\$ -	\$0.00	—
	\$0.00	\$ -	\$0.00	—
	\$0.00	\$ -	\$0.00	—
<b>Beverages</b>				
8 oz. Milk	\$1.00	\$ -	\$1.00	—
10 oz Bottled Water	\$1.25	\$ -	\$1.25	—
4 oz. Juice	\$1.00	\$ -	\$1.00	—
8 oz. Apple & Eve 100W% Juice	\$2.00	\$ -	\$2.00	—
16.9 oz. Bottled Water	\$1.75	\$ -	\$1.75	—
100% Sparkling Juice (Envy/Switch)	\$2.50	\$ -	\$2.50	—
Snapple Canned Juice	\$2.25	\$ -	\$2.25	—
100% Sparkling Juice (Envy/Switch)	\$2.50	\$ -	\$2.50	—
	\$0.00	\$ -	\$0.00	—

**SECTION 5 – REQUIRED PROPOSAL FORMS - All Contractor’s Must Submit with Their Proposals**

<b>PROPOSAL FORM B3 - Proposed FSMC Price List for 2024-2025</b>				
<b>ITEM</b>	<b>2023-2024 Current Price</b>	<b>Increase</b>	<b>2024-2025 Proposed Price</b>	<b>% Increase</b>
	\$0.00	\$ -	\$0.00	—
	\$0.00	\$ -	\$0.00	—
<b>Sides</b>				
16 oz. Side Salad	\$2.00	\$ -	\$2.00	—
Fresh Fruit/Cupped Fruit, 1 Cup (2 Portions)	\$1.50	\$ -	\$1.50	—
Side Vegetable, 1 cup (2 portions)	\$1.50	\$ -	\$1.50	—
French Fries/Potato Tots, 4 oz.	\$2.60	\$ -	\$2.60	—
8 oz. Soup	\$3.00	\$ -	\$3.00	—
	\$0.00	\$ -	\$0.00	—
	\$0.00	\$ -	\$0.00	—
	\$0.00	\$ -	\$0.00	—
<b>Ala Carte Items</b>				
Freshly Baked Cookie, small	\$1.00	\$ -	\$1.00	—
Welch’s Fruit Snacks	\$1.50	\$ -	\$1.50	—
Baked Snacks/Chips, large	\$2.00	\$ -	\$2.00	—
Rice Krispies Treat	\$2.00	\$ -	\$2.00	—
Gluten Free Brownie	\$3.00	\$ -	\$3.00	—
Cheese Stick	\$1.00	\$ -	\$1.00	—
Fresh Fruit & Yogurt Parfait, 12 oz.	\$4.00	\$ -	\$4.00	—
Fresh Fruit Cup, 8 oz.	\$3.25	\$ -	\$3.25	—
Ice Cream Sandwich	\$2.00	\$ -	\$2.00	—
Ice Cream Bar	\$2.50	\$ -	\$2.50	—
Frozen Yogurt, 4 oz.	\$2.25	\$ -	\$2.25	—
Salad Dressing Packet, extra	\$0.95	\$ -	\$0.95	—
	\$0.00	\$ -	\$0.00	—
	\$0.00	\$ -	\$0.00	—

**PROPOSAL FORM C**  
**CERTIFICATION OF NON-DEBARMENT**  
**FOR FEDERAL AND STATE GOVERNMENT CONTRACTS**

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

<b>PART I: VENDOR INFORMATION</b>	
Individual or Organization Name	
Address of Individual or Organization	
DUNS Code (if applicable)	
CAGE Code (if applicable)	
<b>Check the box that represents the type of business organization:</b>	

- Sole Proprietorship (skip Parts III and IV)   
  Non-Profit Corporation (skip Parts III and IV)  
 For-Profit Corporation (any type)   
  Limited Liability Company (LLC)   
  Partnership  
 Limited Partnership           
  Limited Liability Partnership (LLP)  
 Other (be specific): \_\_\_\_\_

<b>PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization</b>			
I hereby certify that the <b>individual or organization listed above in Part I</b> is not debarred by the federal or state government from contracting with a federal or state agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Bridgewater-Raritan Regional Board of Education (“the Board”) is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the Board of Education to notify the Board in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Board, permitting the Board to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	



**SECTION 5 – REQUIRED PROPOSAL FORMS - All Contractor’s Must Submit with Their Proposals**

<b>PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization</b>	
<b>Section A (Check the Box that applies)</b>	
<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
<b>Name of Individual or Organization</b>	
<b>Home Address (for Individual) or Business Address</b>	
<b>OR</b>	
<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
<b>Section B (Skip if no Business entity is listed in Section A above)</b>	
<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization’s parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization’s parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization’s parent entity, as the case may be.
<b>Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity</b>	
<b>Home Address (for Individual) or Business Address</b>	
<b>OR</b>	
<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.

**SECTION 5 – REQUIRED PROPOSAL FORMS - All Contractor’s Must Submit with Their Proposals**

<b>Section C – Part III Certification</b>			
<p>I hereby certify that no individual or organization that is debarred by the federal or state government from contracting with a federal or state agency owns greater than 50 percent of the <b>Organization listed above in Part I</b> or, if applicable, owns greater than 50 percent of a parent entity of said Organization. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Bridgewater-Raritan Regional Board of Education (“the Board”) is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the Board to notify the Board in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Board, permitting the Board to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

<b>Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities</b>	
<b>Section A</b>	
<input type="checkbox"/>	<p>Below is the name and address of the corporation(s) in which the <b>Organization listed in Part I</b> owns more than 50 percent of voting stock, or of the partnership(s) in which the <b>Organization listed in Part I</b> owns more than 50 percent interest therein, or of the limited liability company or companies in which the <b>Organization listed above in Part I</b> owns more than 50 percent interest therein, as the case may be.</p>
<b>Name of Business Entity</b>	<b>Business Address</b>
<b>**Add additional sheets if necessary**</b>	
<b>OR</b>	
<input type="checkbox"/>	<p>The <b>Organization listed above in Part I</b> does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.</p>

**SECTION 5 – REQUIRED PROPOSAL FORMS - All Contractor’s Must Submit with Their Proposals**

<b>Section B (skip if no business entities are listed in Section A of Part IV)</b>			
<input type="checkbox"/>	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).		
<b>Name of Business Entity Controlled by Entity Listed in Section A of Part IV</b>		<b>Business Address</b>	
**Add additional Sheets if necessary**			
<b>OR</b>			
<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.		
<b>Section C – Part IV Certification</b>			
<p>I hereby certify that the <b>Organization listed above in Part I</b> does not own greater than 50 percent of any entity that is debarred, suspended, proposed for debarment, declared ineligible or disqualified by the New Jersey Department of Treasury or any Federal State agency and that prior to the award of the Contract, it will notify the Board if the Proposer or its principals appear on any of the lists or proposed for debarment.” and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal or state government from contracting with a federal or state agency.</p> <p>I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Bridgewater-Raritan Regional Board of Education (“the Board”) is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the Board to notify the Board in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Board, permitting the Board to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

**PROPOSAL FORM D**

**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name of Organization:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

**Part I Check the box that represents the type of business organization:**

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)     Limited Liability Company (LLC)
- Partnership     Limited Partnership     Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II**

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

**If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

**Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any**

**SECTION 5 – REQUIRED PROPOSAL FORMS - All Contractor’s Must Submit with Their Proposals**

**publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the *<name of contracting unit>* is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with *<type of contracting unit>* to notify the *<type of contracting unit>* in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the *<type of contracting unit>* to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

*SECTION 5 – REQUIRED PROPOSAL FORMS - All Contractor’s Must Submit with Their Proposals*

**PROPOSAL FORM E- Non-Collusion Affidavit**

Company Name: \_\_\_\_\_

Address \_\_\_\_\_

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

State of New Jersey

County of \_\_\_\_\_

I, \_\_\_\_\_ of the \_\_\_\_\_  
Name City

in the County of \_\_\_\_\_ and the State of \_\_\_\_\_ full age,  
being duly sworn according to law on my oath depose and say that:

I am the \_\_\_\_\_ of the firm of \_\_\_\_\_  
Title Company Name

who is the bidder/Contractor making the proposal for the goods, services or public work specified under the Colts Neck Public Schools RFP for Food and Management Services, and that I executed the said proposal with full authority so to do; that said bidder/Contractor has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above indicated bid/RFP, and that all statements contained in said proposal and in this affidavit are true and correct, and made with the full knowledge that the Colts Neck Public Schools relies upon the trust of the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the following company:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature & Title

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_, 20

*SECTION 5 – REQUIRED PROPOSAL FORMS - All Contractor’s Must Submit with Their Proposals*

**Proposal Form F (Informational)**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127), N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division’s website at: [http://www.state.nj.us/treasury/contract\\_compliance/](http://www.state.nj.us/treasury/contract_compliance/)).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C.17:27-1.1 et seq.

**Proposal Form F - Certification of Affirmative Action**  
**AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS**  
**(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder’s requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the Contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

**OR**

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

**OR**

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the Contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said Contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

Company: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

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



**PROPOSAL FORM G**  
**Worker and Community Right to Know Act**

**Material Safety Data Sheet**

To comply with P.L. 1983, C.315, N.J.S.A. 34:5A-1 et seq., N.J.A.C. 8:59-1 et seq., and the "Worker and Community Right to Know Act", the Board of Education requires current Material Safety Data Sheets for chemicals, chemical compounds and mixtures. Submit Material Safety Data Sheets with this bid for all items that require a sheet. Mark each sheet with the item number at the top of the page.

**Labeling of Products**

To comply with N.J.A.C. 8:59, label the product container with the chemical name (or common name specified in 8:59-5.7) with the corresponding chemical abstracts service number of all hazardous predominant substances in the container as a minimum or the Trade Secret Registry number.

The Board of Education reserves the right to:

1. Return all improperly labeled products.
2. Retain all improperly labeled products and contract with a private vendor to perform the labeling. The moneys billed to the Board will be deducted from the final payment to vendor.

Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Typed Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

**PROPOSAL FORM H**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the Colts Neck Board of Education, (hereafter “owner”) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner’s grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor’s obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Witness:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Authorized Signature and Title

\_\_\_\_\_  
Date

**PROPOSAL FORM I**  
**Disclosure of Investment Activities in Iran Form**

**Bid Solicitation/Proposal Title:** Food and Management Services

**Vendor/Proposer Name:** \_\_\_\_\_

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury’s Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division’s website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Proposers must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**CHECK THE APPROPRIATE BOX**

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Proposer listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury’s Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

**OR**

I am unable to certify as above because the Vendor/Proposer and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury’s Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Proposer, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities \_\_\_\_\_  
Relationship to Vendor/ Proposer \_\_\_\_\_  
Description of Activities \_\_\_\_\_  
\_\_\_\_\_

Duration of Engagement \_\_\_\_\_  
Anticipated Cessation Date \_\_\_\_\_

*Attach Additional Sheets If Necessary*

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Proposer, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Proposer is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name and Title**

**Version REV. 2.1 2021**

**This form is to be completed, certified and submitted prior to the award of contract.**

**Proposal Form J**  
**Contractor’s Assurance of Compliance**

There may times during the performance of this contract, where a contracted service provider may come in contact with students of the school district. The district fully understands its obligation to provide to all students and staff members, a safe educational environment. To this end, the district is requiring all proposers to sign a statement of Assurance of Compliance, acknowledging the proposer’s understanding of the below listed requirements and further acknowledging the proposer’s assurance of compliance with those listed requirements.

**1. Anti-Bullying Reporting—Requirement**

When applicable, the contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary.

**2. Criminal History Background Checks—N.J.S.A. 18A:6-7.1—Requirement**

When applicable, the contracted service provider, shall provide to the school district prior to commencement of contract, evidence or proof that each employee assigned to provide services and that comes in regular contact with students, has had a criminal history background check, and furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide a proof of criminal history background check for any employee coming in regular contact with students, prior to commencement of contact, may be cause for breach of contract.

**3. Pre-Employment Requirements**

When applicable, all contracted service providers, whose employees have regular contact with students, shall comply with the Pre-Employment Requirements in accordance with N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New Jersey Department of Education—Pre-Employment Resource P.L. 2018 c.5 links below for guidance and compliance procedures. See the following links: <http://nj.gov/education/educators/crimhist/> and <https://www.nj.gov/education/crimhist/preemployment/>

**4. Sexual Misconduct/Child Abuse Disclosure Release**

When applicable, the contracted service provider shall comply with all applicable provisions that, as required by P.L. 2018, c.5, it will collect from its employees all documentation required by law, including a list of the staff member’s prior places of employment and an affirmative statement from the employee/applicant that he/she has never been the subject of a substantiated complaint of child abuse or sexual misconduct.”

The undersigned agrees that during the term of the contract we will comply with the above:

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



**Proposal Form K**

**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES  
IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3**

**CONTRACT / BID SOLICITATION TITLE : Food and Management Services**

**CONTRACT / BID SOLICITATION No. :**

**CHECK THE APPROPRIATE BOX**

I, the undersigned , am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Vendor/Proposer is not engaged in prohibited activities in Russia or Belarus as such term is defined in P.L.2022, c.3,1 section 1.e, except as permitted by federal law.

I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2022, c.3, section 1.d.

**OR**

I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the activities is provided below.

Failure to provide such description will result in the Quote being rendered as non-responsive, and the Department/Division will not be permitted to contract with such person or entity, and if a Quote is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

*Description of Prohibited Activity*

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*Attach Additional Sheets If Necessary.*

If you certify that the proposer is engaged in activities prohibited by P.L. 2022, c. 3, the proposer shall have 90 days to cease engaging in any prohibited activities and on or before the 90<sup>th</sup> day after this certification, shall provide an updated certification. If the proposer does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the State shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the State that were issued on or after the effective date of P.L. 2022, c. 3.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title of Authorized Representative

\_\_\_\_\_  
Vendor Name

<sup>1</sup>Engaged in prohibited activities in Russia or Belarus” means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

## **Attachment A**

### **C. 271 Political Contribution Disclosure Form**

#### **Contractor Instructions**

Business entities (Contractors) receiving contracts from a public agency are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that not later than 10 days prior to the award of such a contract, the Contractor will disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county.

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest:” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- Any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, will be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)]

Any business entity that fails to comply with the disclosure provisions will be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

It is the Contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form or a content-consistent facsimile may be used as the Contractor’s submission and is disclosable to the public under the Open Public Records Act.

N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

## C. 271 Political Contribution Disclosure Form

Required Pursuant to N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

### Part I – Vendor Information

Vendor Name:			
Address:			
City:	State:	Zip:	

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

_____	_____
Signature	Printed Name
_____	_____
Title	

### Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

Check here if the information is continued on subsequent page(s)

**Attachment B**

**Requests for Clarifications/Exceptions Form Due by April 17, 2024**

Any questions and/or objections that a Proposer may have with regard to the legal or technical terms of the RFP must be stated on this form.

If the Proposer seeks to request consideration of forms of agreement, license agreements or to modify terms and conditions of the RFP and/or any addenda, they must be clearly stated below and on separate pages if necessary and returned during the question period.

Company Name \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Company Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Telephone \_\_\_\_\_

REQUESTED MODIFICATIONS, CLARIFICATIONS, DOCUMENTS OR EXCEPTIONS TO BE  
CONSIDERED ARE NOTED AS FOLLOWS: *(Do not hand print or write must be typed. Please attach copies of any  
documents to be considered)*

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## Attachment C

### **New Jersey Business Registration Requirements (Informational)**

#### **New Jersey Business Registration Requirements\***

The Proposer will provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Proposer. Before final payment on the contract is made by the contracting agency, the Proposer will submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or will attest that no subcontractors were used.

For the term of the contract, the Proposer and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A.52:32-44 (g)(3)] will collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sale and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency. A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134(C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, will be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

**To register:** Businesses must complete **Form NJ-REG** and submit it to the Division of Revenue. The form can be filed online or by mailing a paper form to the Division; online filing is encouraged.

- Register online at [www.nj.gov/treasury/revenue/taxreg.htm](http://www.nj.gov/treasury/revenue/taxreg.htm). Click the “online” link and then select “Register for Tax and Employer Purposes.”
- Download the paper form and instructions at [www.nj.gov/treasury/revenue/revprnt.htm](http://www.nj.gov/treasury/revenue/revprnt.htm).
- Call the Division at 609-292-1730 to have a form mailed to you or Write to the Division at: Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

*\*Proof of Business Registration must be submitted prior to the time of award*