

**SPECIFICATIONS  
AND  
REQUEST FOR PROPOSALS (RFP)  
FOR  
FOOD SERVICE MANAGEMENT COMPANY  
FSMC**

**FSMC RFP 01-202425**

**North Hunterdon-Voorhees  
Regional High School District  
1445 State Route 31  
Annandale, NJ 08801**

**Three (3) Year Contract  
July 1, 2024 through June 30, 2027**

**NON-FUNDED  
CHILD NUTRITION PROGRAMS**

**The District is comprised of two high schools grades 9 – 12 and operates under a rolling drop-block schedule with two lunch periods at each high school**

**Serving times are as follows:**

**10:40 a.m. - 11:04 a.m. Lunch 1**

**11:06 a.m. - 11:30 a.m. Lunch 2**

## REQUEST FOR PROPOSALS

### NORTH HUNTERDON-VOORHEES REGIONAL HIGH SCHOOL DISTRICT ANNANDALE, NEW JERSEY 08801

#### Legal Advertisement

Notice is hereby given that proposals for

#### **FSMC RFP 01-202425      FOOD SERVICES MANAGEMENT COMPANY (FSMC)**

for the North Hunterdon-Voorhees Regional High School District in the County of Hunterdon, will be received by the District, on or before 10:00 AM prevailing time on Tuesday, April 16, 2024, in the Board of Education Administration Offices, 1445 State Route 31, Annandale, NJ 08801.

**The District's program does not participate in the National School Lunch Program and School Breakfast Programs.**

All necessary proposal specifications and proposal forms may be secured upon written request to:

**Kathryn Blew**

School Business Administrator/Board Secretary  
North Hunterdon-Voorhees Regional High School District  
1445 State Route 31  
Annandale, New Jersey 08801  
Email: [kblew@nhvweb.net](mailto:kblew@nhvweb.net)

The RFP specifications are available online at <https://www.nhvweb.net>.

Proposals must be submitted in a sealed envelope and delivered to the Office of the School Business Administrator/ Board Secretary of the North Hunterdon-Voorhees Regional High School District, **on or before** the date and time indicated below.

The envelope is to bear the following information:

Title: **Food Services Management Company (FSMC)**  
Proposal No.: **FSMC RFP 01-202425**  
Name and Address of the Respondent  
Proposal Due Date: **Tuesday, April 16, 2024**  
Proposal Opening Time: **10:00 a.m.**

The proposal opening process will begin on the advertised date and time at the North Hunterdon-Voorhees Regional High School District, 1445 State Route 31, Annandale, New Jersey 08801.

Proposals may also be submitted to the School Business Administrator/Board Secretary or designee at the proposal opening meeting, in the Board Meeting Room, prior to the advertised date and time. On the advertised date and time, the School Business Administrator/Board Secretary shall publicly receive and open all proposals.

PRE-PROPOSAL CONFERENCE MEETING AND SITE TOUR

There will be a pre-proposal meeting and site tour on Thursday, March 21, 2024, at 10:00 a.m. While attendance is not mandatory, all prospective respondents are encouraged to attend this important meeting which will be held at the

North Hunterdon-Voorhees Regional High School District  
1445 State Route 31  
Annandale, New Jersey 08801

Please call the Facilities Office, and speak with Mrs. Karen Ruane, at (908) 735-2846 x5130, to confirm your attendance.

The Board of Education reserves the right to disqualify any or all vendors pursuant to N.J.S.A. 18A:18A-4.5 (b), and/or N.J.S.A. 18A:18A-22, and to waive minor informalities or non-material exceptions, that may be in the best interest of the Board.

All respondents are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., and N.J.A.C. 17:27 et seq.

By order of:

**Kathryn Blew**

School Business Administrator/Board Secretary

North Hunterdon-Voorhees Regional High School District

# **ETHICS IN PURCHASING**

## ***Statement to Vendors***

### **BOARD OF EDUCATION RESPONSIBILITY**

#### **Recommendation of Purchases**

The Board of Education desires to have all Board employees and officials practice exemplary ethical behavior in the procurement of goods, materials, supplies, and services.

School district officials and employees who recommend purchases shall not extend any favoritism to any vendor. Each recommended purchase should be based upon the quality of the items, service, price, delivery, and other applicable factors in full compliance with N.J.S.A. 18A:18A-1 et seq.

#### **Solicitation/Receipt of Gifts – Prohibited**

School district officials and employees are prohibited from soliciting and receiving funds, gifts, materials, goods, services, favors, and any other items of value from vendors doing business with the Board of Education or anyone proposing to do business with the Board.

### **VENDOR RESPONSIBILITY**

#### **Offer of Gifts, Gratuities -- Prohibited**

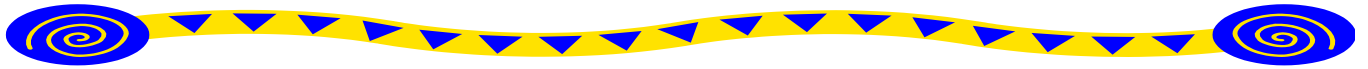
Any vendor doing business or proposing to do business with the Board of Education, shall neither pay, offer to pay, either directly or indirectly, any fee, commission, or compensation, nor offer any gift, gratuity, or other things of value of any kind to any official or employee of the Board of Education or any member of the official's or employee's immediate family.

#### **Vendor Influence -- Prohibited**

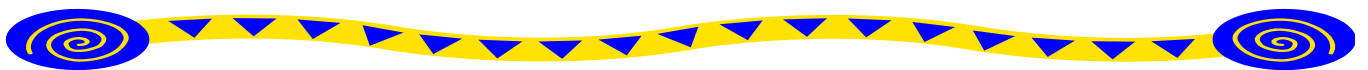
No vendor shall cause to influence or attempt to cause to influence, any official or employee of the Board of Education, in any manner which might tend to impair the objectivity or independence of judgment of said official or employee.

### **VENDOR CERTIFICATION**

Vendors or potential vendors will be asked to certify that no official or employee of the Board of Education or immediate family members are directly or indirectly interested in this request or have any interest in any portions of profits thereof. The vendor participating in this request must be an independent vendor and not an official or employee of the Board of Education.



# GENERAL SPECIFICATIONS



**Kathryn Blew**  
School Business Administrator/Board Secretary

**NORTH HUNTERDON-VOORHEES REGIONAL HIGH SCHOOL DISTRICT**

**Request for Proposals (RFP)**

**FOOD SERVICE MANAGEMENT COMPANY (FSMC)**

**PROPOSALS ARE**

**TO BE SUBMITTED TO:**

**Kathryn Blew**

School Business Administrator/Board Secretary

North Hunterdon-Voorhees Regional High School District

1445 State Route 31

Annandale, New Jersey 08801

**BY: 10:00 a.m. PREVAILING TIME**

**ON: Tuesday, April 16, 2024**

The proposals may be delivered by mail, delivery service, or in person. Proposals are to be submitted in a sealed envelope. The envelope will be unsealed and the contents announced at the proposal opening meeting.

Proposals must be placed in a *sealed* envelope/package and clearly marked with the Food Service Management Company (FSMC) on the front of the envelope/package. Proposals ***must be*** submitted in ***duplicate*** on the submittal forms as provided and in the manner designated. The Board of Education requires one original and one duplicate copy of the proposal package. The duplicate is necessary for processing the proposals. Respondents should also keep a complete copy of the proposal packet, exactly as submitted.

**Envelope Label Information**

All respondents are to clearly label the cover of the sealed envelope as follows:

Title: Food Service Management Company (FSMC)

CC Number: FSMC RFP 01-202425

Name and Address of Respondent

CC Due Date: Tuesday, April 16, 2024

CC Deadline Time: 10:00 a.m.

**Failure to properly label the proposal envelope may lead to the rejection of the proposal!**

**PURPOSE**

The Board of Education is soliciting requests for proposals (RFPs) through the Competitive Contracting Process (N.J.S.A. 18A:18A-4.1 et seq.) for the purpose of entering into a contract for Food Service Management Company (FSMC).

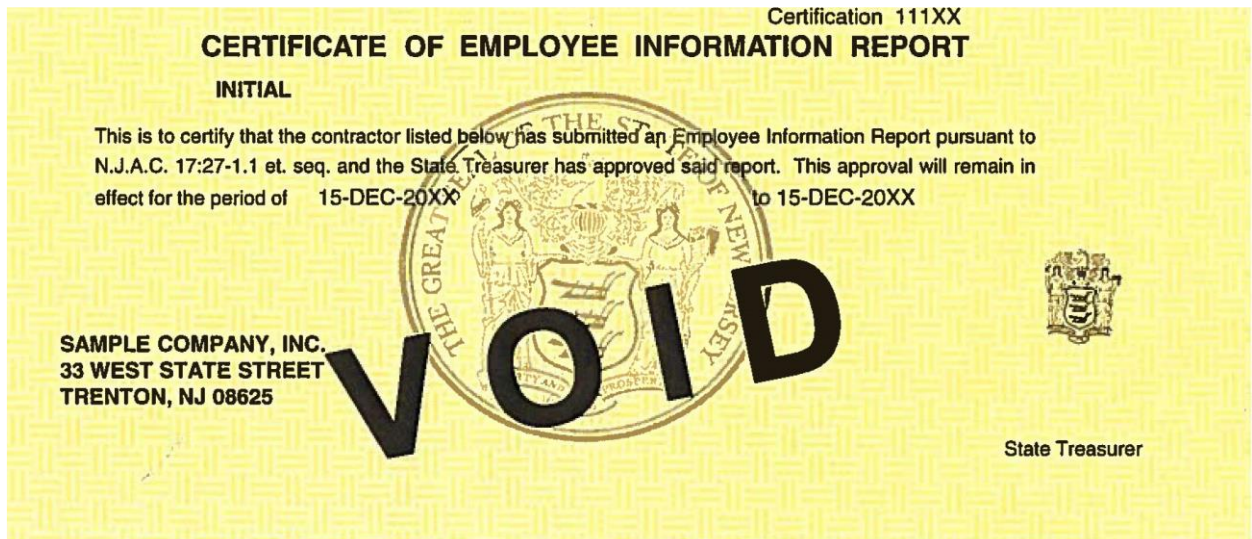
## 1. AFFIRMATIVE ACTION REQUIREMENTS

Each company shall submit to the North Hunterdon-Voorhees Regional High School District, after notification of award, but prior to execution of a goods and services contract, **one** of the following three documents:

- Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program;
- A Certificate of Employee Information Report approval issued in accordance with N.J.A.C.17:27-4; or
- The successful bidder (respondent) shall complete an Employee Information Report, Form AA-302, and submit it to the Division of Purchase and Property Contract Compliance and Audit Unit with a check or money order for \$150.00 made payable to the Treasurer, State of NJ and forward a copy of the form and check/money order to the board of education. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations.

Please note: A completed and signed Affirmative Action Questionnaire is requested with the submission of the bid/proposal. However, the Board will accept in lieu of the Questionnaire, Affirmative Action Evidence in the form of a current Certificate of Employee Information Report submitted with the bid/proposal. If awarded a contract your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq., and the terms and conditions of the Mandatory Equal Employment Opportunity Language—Exhibit A.

### Sample Certificate of Employee Information Report



All respondents are requested, but not required to submit with their response, a copy of their firm's Certificate of Employee Information Report. Failure to submit the Certificate or other required documentation prior to the award of the contract will result in the rejection of the bid/proposal.

## **2. AMERICANS WITH DISABILITIES ACT**

The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. S121 01 et seq.

## **3. AMERICAN GOODS (N.J.S.A. 18A:18A-20)**

The District intends to purchase, wherever available, and practical, goods and materials manufactured in the United States

## **4. ANTI-BULLYING BILL OF RIGHTS—REPORTING OF HARASSMENT, INTIMIDATION, AND BULLYING—CONTRACTED SERVICE**

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 codes and regulations, and the Anti-Bullying Policy of the Board of Education. The District shall provide the contracted service provider with a copy of the board’s Anti-Bullying Policy.

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.

## **5. ANTI-DISCRIMINATION PROVISIONS—N.J.S.A. 10:2-1**

N.J.S.A. 10:2-1. Anti-discrimination provisions. Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

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. No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract, or other means of procurement of goods, services, equipment, or construction shall be awarded to a small business enterprise, minority business enterprise, or a women's business enterprise pursuant to P.L. 1985, c.490 (N.J.S.A. 18A:18A-51 et seq.).

#### **6. AWARD OF CONTRACT; RESOLUTION; NUMBER OF DAYS**

Any contract awarded under this process shall be made by resolution of the Board of Education. The award must be made within sixty (60) days of the receipt of the proposals, however subject to extension pursuant to N.J.S.A. 18A:18A-36 (a).

#### **7. BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)**

Pursuant to N.J.S.A. 52:32-44, the Board of Education 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.

#### Subcontractors and Business Registration Certificates

- Prior to contract award or authorization, the contractor shall provide the Board of Education 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 respondent who in turn, shall provide it to the Board of Education prior to the time a contract, purchase order, or another contracting document is awarded or authorized.
- During the course of contract performance:
  - The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with valid proof of business registration.
  - The contractor shall maintain and submit to the Board of Education a list of subcontractors and their addresses that may be updated from time to time.
  - 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
- Before final payment is made under the contract, the contractor shall submit to the Board of Education a complete and accurate list of all subcontractors used and their addresses.

N.J.S.A. 54:49-4.1: Violations of Registration Requirements; Penalties. 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 information of business registration 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 or under a casino service industry enterprise contract.

**Request of the Board of Education**

All companies responding to requests for proposals are requested to submit with their response package a copy of their “New Jersey Business Registration Certificate” as issued by the Department of Treasury of the State of New Jersey.

**The Board reminds all respondents that failure to submit the New Jersey Business Registration Certificate prior to the award of the contract will result in the rejection of the proposal.**

**Sample Business Registration Certificates**

STATE OF NEW JERSEY  
 BUSINESS REGISTRATION CERTIFICATE  
 FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY  
 DIVISION OF REVENUE  
 PO BOX 252  
 TRENTON, N.J. 08646-0252

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT  
 TAXPAYER IDENTIFICATION#: 970-097-382/500  
 ADDRESS: 847 ROEBLING AVE  
 TRENTON NJ 08611  
 EFFECTIVE DATE: 01/01/01  
 FORM-BRC(08-01)

TRADE NAME: CLIENT REGISTRATION  
 SEQUENCE NUMBER: 0107330  
 ISSUANCE DATE: 07/14/04

Acting Director  
*John S. Tully*

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY  
 BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT  
 Trade Name:  
 Address: 847 ROEBLING AVE  
 TRENTON, NJ 08611  
 Certificate Number: 1093907  
 Date of Issuance: October 14, 2004

For Office Use Only:  
 20041014112823533

## **8. CONTRACTOR/VENDOR REQUIREMENTS—ACCESS AND MAINTENANCE OF RECORDS**

Contractors/vendors doing business with the Board of Education are reminded of the following legal requirements pertaining to the Office of the New Jersey State Comptroller:

- **Access to Relevant Documents and Information—N.J.S.A. 52:15C-14 (d)**

Private vendors or other persons contracting with or receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education shall upon request by the State Comptroller provide the State Comptroller with prompt access to all relevant documents and information as a condition of the contract and receipt of public monies. The State Comptroller shall not disclose any document or information to which access is provided that is confidential or proprietary. If the State Comptroller finds that any person receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education refuses to provide information upon the request of the State Comptroller, or otherwise impedes or fails to cooperate with any audit or performance review, the State Comptroller may recommend to the contracting unit that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the contracting unit.

- **Maintenance of Contract Records—N.J.A.C. 17:44-2.2**

Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).

The contractor/vendor to whom a contract has been awarded 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.

- **Board of Education Requirement**

In addition to, and independent of, the requirements of N.J.S.A. 52:15C-14 (d) and N.J.A.C. 17:44-2.2, the Contractor shall also maintain and make any or all books and records related to product transactions or services rendered under this contract, available to the Board of Education upon request.

## **9. COORDINATION OF ACTIVITIES**

The School Business Administrator/Board Secretary will coordinate the activities for this proposal.

## **10. CRIMINAL HISTORY BACKGROUND CHECKS/DISCLOSURE OF INFORMATION**

When required, pursuant to N.J.S.A. 18A:6-7.1, providers for the services of this contract shall submit to the school district, prior to commencement of the 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 that said check indicates that no criminal history record information exists on file for that worker. Failure to provide 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. If it is discovered during the course of the contract that an employee has a disqualifying criminal history or the employee has not had a criminal history background check, that employee is to be removed from the as a service provider immediately. All contracted service providers shall comply with N.J.S.A. 18A:6-7.6 et seq., and NJDOE Broadcast September 9, 2019, as it pertains to disclosure of information from previous employers, when applicable.

## **11. DEBARMENT; SUSPENSION; DISQUALIFICATION; N.J.A.C. 17:19-4.1 et seq.**

The Board of Education will not enter into a contract for work with any person, company, or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report ([www.state.nj.us/treasury/debarred](http://www.state.nj.us/treasury/debarred)). Pursuant to N.J.S.A. 52:32-44.1 (a), any person who is debarred at the federal level from contracting with a federal government agency shall be debarred from contracting for any public work in this State.

All respondents are required to certify on the Contractor/Vendor Questionnaire and Certification form, indicating whether the entity listed on the proposal form or any person employed by this entity, nor the person's affiliates are not debarred from contracting with a federal government agency, nor debarred from contracting with the State of New Jersey. The Board of Education will verify the certification by consulting

- New Jersey Department of Treasury – Consolidated Debarment Report
- NJ Department of Labor and Workforce Development– Prevailing Wage Debarment List
- Federal Debarred Vendor List—System for Award Management ([SAM.gov/exclusions](http://SAM.gov/exclusions))

## **12. EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT**

The respondent, by submitting a proposal, acknowledges that he has carefully examined the proposal specifications, documents, addenda (if any), and the site; and that from their investigation, they are satisfied with the nature and location of the work, the general and local conditions and all matters which may in any way affect the work or its performance, and that as a result of such examination, they fully understand the intent and purpose thereof, their obligations thereunder, and that they will not make any claim for, or have any right to damages, because of the lack of any information. Each respondent submitting a proposal for a service contract shall include in their proposal, price all labor, materials, equipment, services, and other requirements necessary, or incidental to, the completion of the work, and other pertinent work as hereinafter described, in accordance with the proposal specifications and documents.

### **13. FALSE MATERIAL REPRESENTATION – N.J.S.A. 2C:21-34-97(b)**

A person commits a crime if the person knowingly makes a material representation that is false in connection with the negotiation, award, or performance of a government contract. If the contract amount is \$25,000.00 or above, the offender is guilty of a crime of the second degree. If the contract amount exceeds \$2,500.00 but is less than \$25,000.00, the offender is guilty of a crime of the third degree. If the contract amount is \$2,500.00 or less, the offender is guilty of a crime of the fourth degree.

Respondents should be aware of the following statutes that represent “Truth in Contracting” laws:

- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by proposers. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make a material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if the said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.

### **14. FORCE MAJEURE**

Neither party shall be liable in damages for any failure, hindrance, or delay in the performance of any obligation under this Agreement if such delay, hindrance, or failure to perform is caused by conditions beyond the control of either party, including, but not limited to, Acts of God, flood, fire, war or the public enemy, explosion, government regulations whether or not valid (including the denial or cancellation of any export or other necessary license), court order, state funding, or other unavoidable causes beyond the reasonable control of the party whose performance is affected which cannot be overcome by due diligence.

Vendors, and/or contractors who have a contract with the Board of Education to provide goods or services cannot unilaterally claim an increase in the cost of the contract because of Force Majeure.

## 15. GENERAL CONDITIONS

- **Authorization to Proceed -- Successful Vendor/Contractor**

No service shall be rendered by the successful contractor unless the vendor/contractor receives an approved purchase order authorizing the vendor/contractor to render the service.

- **Award of Contract**

The Board of Education intends to award the contract for this proposal pursuant to N.J.S.A. 18A:18A-4.3, 18A:18A-4.4(b), and 18A:18A-4.5(d) (e).

- **Purchase Order—considered to be a contract. N.J.S.A. 18A:18A-2 (n)**

If a formal contract is not required by the Board of Education, an approved and signed Board of Education Purchase Order will constitute a contractual agreement. When a formal contract is required, the contractor shall sign and execute said contracts and return the contracts with other required documents to the Office of the School Business Administrator/Board Secretary.

Failure to execute the contract and return said contract and related documents within the prescribed time may be cause for a delay in payment for services rendered or products received or the annulment of the award by the Board of Education with any financial security becoming the property of the Board of Education. The Board of Education reserves the right to accept the proposal of the next lowest responsible respondent.

- **Renewal of Contract; Availability and Appropriation of Funds—When Applicable**

The Board of Education may, at its discretion, request that a contract for certain services be renewed in full accordance with N.J.S.A. 18A:18A-42. The School Business Administrator/Board Secretary may negotiate terms for a renewal of the contract proposal and present such negotiated proposal to the Board of Education. All multi-year contracts and contract renewals are subject to the availability and appropriation annually of sufficient funds as may be needed to meet the extended obligation.

The Board of Education is the final authority in awarding renewals of contracts.

- **Term of Contract**

The successful respondent, to whom the contract is awarded, will be required to do and perform the work/services and to provide and furnish the materials in connection therewith in accordance with the plans and specifications on or before the date listed in the Technical Specifications.

- **Purchase Order Required; Notice to Proceed**

No contractor or vendor shall commence any project or deliver any goods until he is in receipt of an approved purchase order authorizing work to begin or goods to be delivered.

## **16. INTERPRETATIONS AND ADDENDA**

Respondents are expected to examine the RFP with care and observe all their requirements. A Pre-Submission Proposal Conference will be held at a time, date, and location identified in the Public Notice for this RFP. This Conference will afford the respondents the opportunity to make comments and submit questions regarding this RFP. Attendance at the Pre-Proposal Conference is strongly recommended. Recipients of the RFP package will have the option of submitting comments and questions at the Pre-Proposal Conference. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the District's representative in response to such comments and questions will be issued by Addenda mailed or delivered to all parties recorded by the District as having received the RFP package. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements, or clarifications will be without legal effect.

No interpretation of the meaning of the specifications will be made to any respondent orally. Every request for such interpretations should be made in writing to the School Business Administrator/Board Secretary and must be received at least ten (10) days, not including Saturdays, Sundays, and holidays, prior to the date fixed for the opening of proposals to be given consideration.

All interpretations and any supplemental instructions will be distributed in the form of a written addendum to the specifications. The addenda will be provided in accordance with N.J.S.A. 18A:18A-21(c) to the respondents by certified mail or certified fax no later than seven (7) days Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of proposals. All addenda so issued shall become part of the contract document.

## **17. IRAN DISCLOSURE OF INVESTMENT ACTIVITIES FORM N.J.S.A. 18A:18A-49.4**

The Board of Education, pursuant to N.J.S.A. 18A:18A-49.4, shall implement and comply with Public Law 2012, c.25, Disclosure of Investment Activities in Iran—N.J.S.A. 52:32-55 et seq.

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 prior to the time a contract is awarded and the time the contract is renewed 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/Bidders 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.

If the Board determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran under section 4 of P.L.2012, c.25 (C.52:32-58), the board shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L.2012, c.25 (C.52:32-59).

In addition, bidders must provide a detailed, accurate, and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries, or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes on the lower portion of the enclosed form.

The Board has provided within the specifications, a Disclosure of Investments Activities certification form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the board, to complete, sign, and submit with the proposal.

**The Disclosure of Investment Activities in Iran Form is to be completed, certified, and submitted prior to the award of the contract.**

#### **18. LIABILITY – COPYRIGHT**

The contractor (vendor) shall hold and save the Board of Education, its officials, and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.

#### **19. NON COLLUSION AFFIDAVIT**

A notarized Non-Collusion Affidavit shall be submitted with the bid/proposal. The bidder/respondent has to certify that he has not directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential bidders, or otherwise taken any action in restraint of free, competitive bidding in connection with the proposal and that all statements contained in the said proposal and this affidavit are true and correct, and made with full knowledge that the Board of Education relies upon the truth of the statements contained in the said proposal and in the statements contained in this affidavit in awarding the contract for the said bid.

The respondent has to 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 of bona fide established commercial or selling agencies maintained by the respondent.

The Board of Education has provided a Non-Collusion Affidavit form here within the specifications package. All respondents are to complete, sign, have their signature notarized, and submit the form with the proposal response.

**Failure to submit the Non-Collusion Affidavit with the proposal may be cause for the disqualification of the proposal.**

#### **20. OPENING OF PROPOSALS**

Sealed proposals shall be opened publicly by the School Business Administrator/Board Secretary on

**Tuesday, April 16, 2024  
10:00 a.m.**

The names and addresses of the respondents submitting proposals will be read publicly. All vendors, agents of the vendors, and the general public are invited to attend the opening of proposals.



## **21. POLITICAL CONTRIBUTIONS DISCLOSURE – REQUIREMENTS**

- Annual Disclosure

A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005 Chapter 271 section 3) if the business entity receives contracts in excess of \$50,000 from public entities in a calendar year. It is the business entity's responsibility to determine if filing is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement Commission at 1-888-313-3532 or at [www.elec.nj.us](http://www.elec.nj.us).

- Chapter 271 Political Contribution Disclosure Form

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) 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 10 days prior to the award of such a contract, the contractor shall 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 \$200 per election cycle that were made during the 12 months prior to the award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

The Board of Education has provided a Chapter 271 Political Contribution Disclosure Form within the specifications package for use by the business entity. The Board has also provided a list of agencies to assist the contractor. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected officials and/or candidate campaign committees are affected by the disclosure requirement. 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 Chapter 271 Political Contribution Disclosure Form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

## **22. POLITICAL CONTRIBUTIONS/AWARD OF CONTRACTS**

Pursuant to N.J.A.C. 6A:23A-6.3 (a) (1-4) please note the following:

- **Award of Contract -- Reportable Contributions -- N.J.A.C. 6A:23A-6.3 (a) (1)**

“No board of education will vote upon or award any contract in the amount of \$17,500 or greater to any business entity which has made a contribution reportable by the recipient under P.L.1973, c83 (codified at N.J.S.A. 19:44A-1 et seq.) to a member of the Board of Education during the preceding one year period.”

- **Contributions During Term of Contract – Prohibited -- N.J.A.C. 6A:23A-6.3 (a) (2-3)**

“Contributions reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et seq.) to any member of the school board from any business entity doing business with the school district are prohibited during the term of the contract.”

“When a business entity referred in 4.1(e) is a natural person, contribution by that person’s spouse or child that resides therewith shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.”

- **Chapter 271 Political Contribution Disclosure Form – Required -- N.J.A.C. 6A:23A-6.3 (a) (4)**

All business entities shall submit with their bid/proposal package a completed and signed Chapter 271 Political Contribution Disclosure Form. The Chapter 271 form will be reviewed by the Board to determine whether the business entity is in compliance with the aforementioned N.J.A.C. 6A:23A-6.3 (a) (2) Award of Contract.

**The Chapter 271 Political Contribution Disclosure Form should be submitted with the response to the bid/proposal but in no event than ten (10) days prior to the award of the contract. Failure to provide the completed and signed form may be cause for disqualification of the vendor.**

## **23. PRE-EMPLOYMENT REQUIREMENTS--CONTRACTED SERVICE PROVIDERS**

All contracted service providers, whose employees have regular contact with students, shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, 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 link below for guidance and compliance procedures.

<https://www.nj.gov/education/crimhist/preemployment/>

## **PRESENTATION AND INTERVIEWS**

The Board of Education may at its option, require respondents of its choice to attend interviews to provide the opportunity for the vendors to provide clarification regarding their submission. This process, pursuant to N.J.A.C. 5:34-4.3 (d) (3), may only take place after proposals have been opened and reviewed and prior to the completion of the evaluation. Under no circumstances shall the provisions of the proposal be subject to negotiation—N.J.S.A. 18A:18A-4.5 (b)

## **24. PRE-SUBMISSION OF PROPOSAL MEETING; SITE TOUR**

There will be a pre-proposal meeting and site tour on Thursday, March 21, 2024, at 10:00 a.m. While attendance is not mandatory, all prospective respondents are encouraged to attend this important meeting which will be held at the

North Hunterdon-Voorhees Regional High School District  
1445 State Route 31  
Annandale, New Jersey 08801

Please call the Facilities Office, and speak with Mrs. Karen Ruane, at (908) 735-2846 x5130, to confirm your attendance. The Pre-Proposal Submission meeting is an important part of the procurement process. It permits all proposers to have an equal understanding of the procurement/contracting requirements and the scope of work involved. Although Pre-Proposal Submission meetings are not mandatory, all potential proposers are strongly encouraged to attend. Please review the General Specifications for a Pre-Proposal Submission meeting announcement.

### **Addenda**

Any or all changes to the specifications discussed as a result of the Pre-Proposal Submission meeting will be formalized in the form of a written addendum to the specifications and distributed in accordance with N.J.S.A. 18A:18A-21 (c) (2). It is anticipated that the Pre-Proposal Submission meeting (if any) scheduled for this project will have an agenda format such as:

- **Registration Period**

At this time all attendees will be asked to register to attend this meeting. Proper photo identification is required. Attendance will be recorded.

- **Review of Procurement/Contracting Requirements—School Business Administrator/Board Secretary**

The School Business Administrator/Board Secretary will review the major components of the procurement and contracting requirements of the proposal.

- **Scope of Work**

The School Business Administrator/Board Secretary will review the scope of the work.

- **Walkthrough of Facility/Site**

The School Business Administrator/Board Secretary may conduct a facility site walkthrough with all interested parties.

- **Questions; Clarifications—Official Addenda Process**

Potential proposers are permitted to ask questions during the process. Questions of substantial measure or questions that require clarification of work to be completed may be answered at the meeting, however, the District shall answer all such questions in writing in the form of an official addendum.

Any answers to questions, interpretations, or supplemental instructions will be distributed in the form of a written official addendum to the specifications.

## **25. RESPONDENT'S RESPONSIBILITY FOR PROPOSAL SUBMITTAL**

It is the responsibility of the respondent to ensure that their proposal is presented to the Business Office and officially received before the advertised date and time of the proposal. It is understood and agreed upon that any person on the Board of Education will be absolved from responsibility for the premature opening of any proposal not properly labeled and sealed.

## **26. RIGHT TO KNOW LAW**

All potentially hazardous materials or substances must be properly labeled in full accordance with the New Jersey Right to Know Law - N.J.S.A. 34:5A-1 et seq. All contractors or vendors who need additional information about the New Jersey Right to Know Law are to contact the:

New Jersey Department of Health  
Workplace, Health and Safety  
Right to Know Unit  
CN 368  
Trenton, New Jersey 08625-0368

## **27. RUSSIA OR BELARUS; PROHIBITED ACTIVITIES**

The Board of Education shall comply with N.J.S.A. 18A:18A-49.5 and N.J.S.A. 52:32-60.1, ([L. 2022, c. 3](#)) which requires a person (or entity) to certify, before a contract is awarded, renewed, amended, or extended, by the Board indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>.

If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

The Board has provided within the specifications, a Certification on Non-Involvement in Prohibited Activities in Russia or Belarus Form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the board, to complete, sign and submit with the proposal.

**The Certification on Non-Involvement in Prohibited Activities in Russia or Belarus Form is to be completed, certified, and submitted prior to the award of the contract.**

## **28. STATEMENT OF OWNERSHIP (N.J.S.A. 52:25-24.2)**

No business organization, regardless of the form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.

## **29. SUBCONTRACTING; ASSIGNMENT OF CONTRACT**

Contractors, service providers, and all vendors with whom the Board of Education has an executed contract may not subcontract any part of any work done or assign any part of a contract for goods or services for the Board without first receiving written permission from the School Business Administrator/Board Secretary.

Contractors, service providers, and vendors using subcontractors assume all responsibility for work performed by subcontractors. The Business Office may require the following documents to be secured from all approved subcontractors:

- Insurance Certificate as outlined in the proposal specifications;
- Affirmative Action Evidence as outlined in the proposal specifications;
- New Jersey Business Registration Certificate; and
- Other documents as may be required by the Board of Education.

In cases of subcontracting, the Board of Education shall only pay the prime contractor. It is the sole responsibility of the prime contractor to ensure that all subcontractors are paid. The Board of Education shall not be responsible for payments to subcontractors and shall be held harmless against any or all claims generated against prime contractors for non-payment to subcontractors.

Transportation carriers hired by the vendor to deliver goods and materials are not considered to be subcontractors.

## **30. TAXES**

As a New Jersey governmental entity, the Board of Education is exempt from the requirements under New Jersey state sales and use tax (N.J.S.A. 54:32B-1 et. seq.), and does not pay any sales or use taxes. Respondents should note that they are expected to comply with the provisions of the said statute and the rules and regulations promulgated thereto to qualify them for examinations and reference to all labor, services, materials, and supplies furnished to the Board of Education. Contractors may not use the Board's tax-exempt status to purchase supplies, materials, services, or equipment.

A contractor may qualify for a New Jersey Sales Tax Exemption on the purchase of materials, supplies, and services when these purchases are used exclusively to fulfill the terms and conditions of the contract with the Board of Education. All contractors are referred to the New Jersey Division of Taxation—Tax Bulletin S&U-3 for guidance. Again, contractors are not permitted to use the Board's tax identification number to purchase supplies, materials, services, or equipment.

## **31. TERMINATION OF CONTRACT**

If the Board determines that the contractor has failed to comply with the terms and conditions of the proposal upon which the issuance of the contract is based or that the contractor has failed to perform said service, duties, and or responsibilities in a timely, proper, professional and/or efficient manner, then the Board shall have the authority to terminate the contract upon written notice setting forth the reason for termination and effective date of termination.

Termination by the Board of the contract does not absolve the contractor from potential liability for damages caused to the District by the contractor's breach of this agreement. The Board may withhold payment due to the contractor and apply the same towards damages once established. The Board will act diligently in accordance with governing statutes to mitigate damages. Damages may include the additional cost of procuring said services or goods from other sources.

The contractor further agrees to indemnify and hold the Board harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement.

## **32. WITHDRAWAL OF PROPOSALS**

- **Before The Proposal Opening**

The School Business Administrator/Board Secretary may consider a written request from a respondent to withdraw a proposal if the written request is received by the School Business Administrator/Board Secretary before the advertised time of the proposal opening. Any respondent who has been granted permission by the School Business Administrator/Board Secretary to have their proposal withdrawn cannot re-submit a proposal for the same advertised proposal project. That respondent shall also be disqualified from future proposals on the same project if the project is re-advertised.

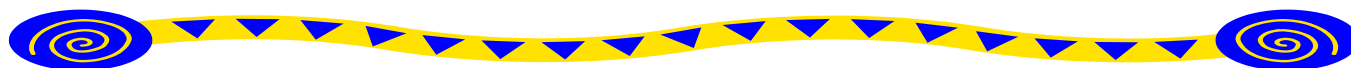
- **After The Proposal Opening**

The Board of Education may consider a written request from a respondent to withdraw a proposal if the written request is received by the School Business Administrator/Board Secretary within five (5) business days after the proposal opening. A request to withdraw a proposal after the specified number of days will not be honored.

The contractor/vendor who wishes to withdraw a proposal must provide a certification supported by written factual evidence that an error or omission was made by the contractor and that the error or omission was a substantial computational error or unintentional omission or both.

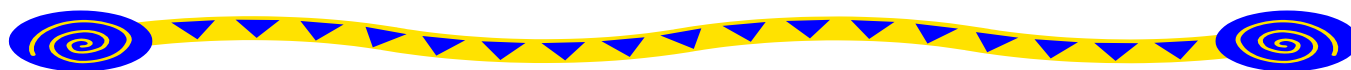
The request to withdraw a proposal after the proposal opening may be reviewed by the School Business Administrator/Board Secretary and the Board Attorney and a recommendation will be made to the Board of Education.

If the Board of Education grants permission to have the proposal withdrawn the contractor/vendor shall be disqualified from quoting on the same project if the project is re-advertised. If the contractor/vendor fails to meet the burden of proof to have the proposal withdrawn, the request to withdraw the proposal will be denied, and if the contractor/vendor fails to execute the contract the bid guarantee will be forfeited and become the property of the Board of Education.



# PROPOSAL DOCUMENTS AND REQUIRED DOCUMENTATION

All documents in this section shall be completed, signed, and submitted with the proposal package – Failure to submit the proposal documents and other documents so specified may be cause to reject the proposal for being non-responsive (N.J.S.A. 18A:18A-2(y)).



**Kathryn Blew**  
School Business Administrator/Board Secretary

## REQUIRED DOCUMENTS

The Board of Education provides a list of required documents that must be submitted with the proposal response. Failure to submit the proposal documents and other documents so specified may be cause to reject the proposal for being non-responsive (N.J.S.A. 18A:18A-2(y) or lead to having the proposal disqualified.)

### DOCUMENTS TO BE SUBMITTED WITH THE RESPONSE

- Response and Projected Annual Operating Statement (Form #23)
- Proof of the Ability to Obtain Required Insurance Coverage and Limits
- Appendix I — RFP Checklist:
- A Copy of Letter From The New Jersey Division of Child Nutrition Certifying Approval For Entering Into The FSMC Contract For 2024-2025
- FSMC Explanation of Procurement, Rebates, Discounts & Credits
- Statement of Ownership Disclosure Certification
- Non-Collusion Affidavit
- Debarment/Suspension Certificate
- Certification Regarding Lobbying
- Chapter 271 Political Contribution Disclosure Form

The Board of Education requests and recommends, but does not require the submission of the following documents with the proposal response:

- Acknowledgement of Addenda
- Affirmative Action Certificate of Employee Information Report
- Affirmative Action Questionnaire
- Assurance of Compliance
- Contractor/Vendor Questionnaire & Certification
- Disclosure of Investment Activities In Iran Form
- Certification of Non-Involvement In Prohibited Activities In Russia Or Belarus
- CERTIFICATE OF INDEPENDENT PRICE DETERMINATION/FSMC WARRANTY  
SOC 1 Report



**To be completed, signed, and returned with Proposal**

**ACKNOWLEDGEMENT OF ADDENDA**

Proposal Number      FSMC RFP 01-202425

Proposal Date: Tuesday, April 16, 2024

The Respondent acknowledges receipt of the hereinafter enumerated Addenda which have been issued during the period of proposal and agrees that said Addenda shall become a part of this contract. The Respondent shall list below the numbers and issuing dates of the Addenda.

<b>ADDENDA NO.</b>	<b>ISSUING DATES</b>
_____	_____
_____	_____
_____	_____
_____	_____

**No Addenda Received**

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

Address \_\_\_\_\_ P.O. Box \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

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

Signature \_\_\_\_\_ Title \_\_\_\_\_

**To be completed, signed, and returned with Proposal**

**AFFIRMATIVE ACTION QUESTIONNAIRE**

**FSMC RFP 01-202425**

Proposal Date: **Tuesday, April 16, 2024**

This form is to be completed and returned with the proposal. However, the Board will accept in lieu of this Questionnaire, an Affirmative Action Evidence Certificate of Employee Information Report.

1. Our company has a Federal Affirmative Action Plan approval.  Yes  No  
*If yes, please attach a copy of the plan to this questionnaire.*
2. Our company has an N.J. State Certificate of Employee Information Report  Yes  No  
*If yes, please attach a copy of the certificate to this questionnaire.*
3. If you answered “NO” to both questions No. 1 and 2, you must apply for an Affirmative Action Employee Information Report – Form AA302.

Please visit the New Jersey Department of Treasury website for the Division of Public Contracts Equal Employment Opportunity Compliance:

[NJ Department of the Treasury Contract Compliance \(state.nj.us\)](http://state.nj.us)

Select “Online Submission/Payment of EE/AA Employee Information Report” and Please follow all the “Online Submission Instructions”.

If completing the forms manually please mail your forms and the \$150.00 certificate fee, in the form of a check or money order, made payable to: “Treasurer, State of New Jersey” to the address below:

NJ Department of the Treasury  
Division of Purchase and Property Contract Compliance and Audit Unit  
EEO Monitoring Program  
PO Box 206 Trenton, NJ 08625-0206

All fees for this application are to be paid directly to the Treasurer, State of New Jersey. A copy of the Employee Information Report and a copy of the check shall be submitted to the Board of Education before the execution or award of the contract.

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

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

Title \_\_\_\_\_ Date \_\_\_\_\_

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

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

**To be completed, signed, and returned with Proposal**

**ASSURANCE OF COMPLIANCE**

**Contact with Students**

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

**Reporting—Requirement of Harassment, Intimidation, or Bullying**

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 school resource officer, or the School Business Administrator/Board Secretary.

**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 the contract, evidence or proof that each employee assigned to provide services and who 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 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. All contracted service providers shall comply with N.J.S.A. 18A:6-7.6 et seq., and NJDOE Broadcast September 9, 2019, as it pertains to disclosure of information from previous employers, when applicable.

**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 New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New Jersey Department of Education, Office of Student Protection—Pre-Employment Resource P.L. 2018 c.5 link below for guidance and compliance procedures.

<http://nj.gov/education/educators/crimhist/preemployment/>

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

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

Signature \_\_\_\_\_ Title \_\_\_\_\_

**To be completed, signed, and returned with Proposal**

**North Hunterdon-Voorhees Regional High School District**

**Chapter 271  
POLITICAL CONTRIBUTION DISCLOSURE FORM  
(Contracts that Exceed \$17,500.00)**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that \_\_\_\_\_ (Business Entity) has made the following **reportable** political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

**Reportable Contributions**

<b>Date of Contribution</b>	<b>Amount of Contribution</b>	<b>Name of Recipient Elected Official/ Committee/Candidate</b>	<b>Name of Contributor</b>

The Business Entity may attach additional pages if needed.

**No Reportable Contributions** (Please check (✓) if applicable.)

I certify that \_\_\_\_\_ (Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

**Certification**

I certify, that the information provided above is in full compliance with Public Law 2005—Chapter 271.

Name of Authorized Agent \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

Business Entity \_\_\_\_\_

CC/RFP No. FSMC RFP 01-202425

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) 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 10 days prior to the award of such a contract, the contractor shall 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 \$200 per election cycle that were made during the 12 months prior to the 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
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall 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.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. 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, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

<sup>1</sup> 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.

**List of Agencies with Elected Officials Required for Political Contribution Disclosure  
N.J.S.A. 19:44A-20.26**

**County Name: Hunterdon**

State: Governor, and Legislative Leadership Committees

Legislative District #s: 23, & 24

State Senator and two members of the General Assembly per district.

County:

Commissioners	County Clerk	Sheriff	Surrogate
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Municipalities (Mayor and members of the governing body, regardless of title):

Alexandria Township	Franklin Township	Lebanon Township
Bethlehem Township	Frenchtown Borough	Milford Borough
Bloomsbury Borough	Glen Gardner Borough	Raritan Township
Califon Borough	Hampton Borough	Readington Township
Clinton Town	High Bridge Borough	Stockton Borough
Clinton Township	Holland Township	Tewksbury Township
Delaware Township	Kingwood Township	Union Township
East Amwell Township	Lambertville City	West Amwell Township
Flemington Borough	Lebanon Borough	

Boards of Education (Members of the Board):

Alexandria Township	Franklin Township	Lebanon Township
Bethlehem Township	Frenchtown Borough	Milford Borough
Bloomsbury Borough	Glen Gardner Borough	North Hunt/Voorhees Regional
Califon Borough	Hampton Borough	Readington Township
Clinton Town	High Bridge Borough	South Hunterdon Regional
Clinton Township	Holland Township	Stockton Borough
Delaware Township	Hunterdon Central Regional	Tewksbury Township
Delaware Valley Regional	Kingwood Township	Union Township
East Amwell Township	Lambertville City	West Amwell Township
Flemington-Raritan Regional	Lebanon Borough	

Fire Districts

East Amwell Township Fire District No. 1  
Franklin Township Fire District No.1  
Lambertville City Fire District No. 1

**To be completed, signed, and returned with Proposal**

**CONTRACTOR/VENDOR QUESTIONNAIRE & CERTIFICATION**

Proposal No. **FSMC RFP 01-202425**

Proposal Date: **Tuesday, April 16, 2024**

**Food Service Management Company (FSMC)**

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

Address \_\_\_\_\_ PO Box \_\_\_\_\_

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

Business Phone Number (\_\_\_\_) \_\_\_\_\_ Emergency Phone Number (\_\_\_\_) \_\_\_\_\_

FAX No. (\_\_\_\_) \_\_\_\_\_ E-Mail \_\_\_\_\_

FEIN No. \_\_\_\_\_

Unique Entity Identifier (If Applicable) \_\_\_\_\_ CAGE Code (if applicable) \_\_\_\_\_

**References – Work previously done for School Systems in New Jersey**

<b>Name of District</b>	<b>Address</b>	<b>Contact Person/Title</b>	<b>Phone</b>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

**VENDOR CERTIFICATION**

**Direct/Indirect Interests**

I declare and certify that no member of the North Hunterdon-Voorhees Regional High School District, nor any officer or employee, or person whose salary is payable in whole or in part by said Board of Education or their immediate family members are directly or indirectly interested in this proposal or in the supplies, materials, equipment, work or services to which it relates, or in any portion of profits thereof. If a situation so exists where a Board member, employee, officer of the board has an interest in the proposal, etc., then please attach a letter of explanation to this document, duly signed by the president of the firm or company.

**Gifts; Gratuities; Compensation**

I declare and certify that no person from my firm, business, corporation, association or partnership offered or paid any fee, commission, or compensation, or offered any gift, gratuity, or other things of value to any school official, board member, or employee of the Board of Education.

**Vendor Contributions**

I declare and certify that I fully understand N.J.A.C. 6A:23A-6.3(a) (1-4) concerning vendor contributions to school board members.

**Debarment Certification**

I certify that my company and any person employed by my company, nor any affiliates are not debarred from contracting with a Federal government agency, nor debarred from contracting with the State of New Jersey.

I further certify that I understand that it is a crime in the second degree in New Jersey to knowingly make a material representation that is false in connection with the negotiation, award, or performance of a government contract.

\_\_\_\_\_  
**President or Authorized Agent (Print)**

\_\_\_\_\_  
**SIGNATURE**

**NORTH HUNTERDON-VOORHEES REGIONAL HIGH SCHOOL DISTRICT  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM**

**BID SOLICITATION/PROPOSAL TITLE** \_\_\_\_\_  
**VENDOR/BIDDER 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/Bidders 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/Bidder 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/Bidder 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/Bidder, 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/ Bidder \_\_\_\_\_  
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/Bidder, 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/Bidder 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 the contract.**



**To be completed, signed, and returned with Proposal**

**NON-COLLUSION AFFIDAVIT**

**Food Service Management Company (FSMC)**

CC No. FSMC RFP 01-202425

Proposal Date: Tuesday, April 16, 2024

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

I am \_\_\_\_\_ of the \_\_\_\_\_  
Position in Company Name of Company

and the respondent making the Proposal for the above names contract, and that I executed the said Proposal with full authority so to do; that I have not, directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential bidders, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named proposal, and that all statements contained in said proposal and this affidavit are true and correct, and made with full knowledge that the Board of Education relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said proposal.

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 of bona fide established commercial or selling agencies maintained by

\_\_\_\_\_  
**(Print Name of Contractor/Vendor)**

Subscribed and sworn to: \_\_\_\_\_  
**(SIGNATURE OF CONTRACTOR/VENDOR)**

before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
Month Year

\_\_\_\_\_  
**NOTARY PUBLIC SIGNATURE** Print Name of Notary Public

My commission expires \_\_\_\_\_, \_\_\_\_\_.  
Month Day Year

SEAL STAMP

**To be completed, signed, and returned with Proposal**

**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: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

**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 Check the appropriate box**

- 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 owns 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	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 publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every non-corporate 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	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 **North Hunterdon-Voorhees Regional High School District** 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 the **Board of Education** to notify the **Board of Education** 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 **Board of Education** to declare any contract(s) resulting from this certification void and unenforceable.

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

**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.**

**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS**

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

**N.J.S.A. 18A:18A-49.5**

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

*(Check the Appropriate Box)*

A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

**OR**

B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

**OR**

C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

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*(Attach Additional Sheets If Necessary.)*

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (1445 State Route 31)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

**EVIDENCE OF FSMC's ABILITY  
TO OBTAIN AUTOMOBILE INSURANCE COVERAGE**

**TO BE COMPLETED BY THE INSURANCE COMPANY AND SIGNED BY THE INSURANCE AGENT**

I certify, that

\_\_\_\_\_  
(Name of Food Services Management Company FSMC)

can obtain and provide to the Board of Education before the execution of the contract, the types of insurance coverage and limits as provided in the Request for Proposal specifications.

\_\_\_\_\_  
Name of Insurance Company

\_\_\_\_\_  
1445 State Route 31

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

Phone Number \_\_\_\_\_ E-mail Address \_\_\_\_\_

\_\_\_\_\_  
Authorized Insurance Agent (Name and Title) Please Print!

\_\_\_\_\_  
**Authorized Insurance Agent Signature**

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

**\*\*Maintenance of Required Coverage Rates—Duration of Contract**

The FSMC shall maintain as a minimum the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the State of New Jersey. Companies should be rated "A" or better by A.M. Best. Failure to maintain or decrease the required coverage rate, and any time during the term of the contract, shall be cause for possible breach of contract. Activities of such shall be reported to the New Jersey Department of Agriculture, Division of Food and Nutrition, the Executive County Superintendent, and the NJ Department of Banking and Insurance.

## **AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability**

**The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. S121 01 et seq.**

The contractor and the 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.

## EXHIBIT A

### 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.

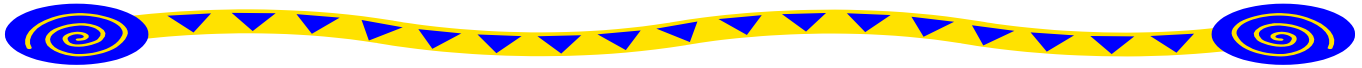
The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal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

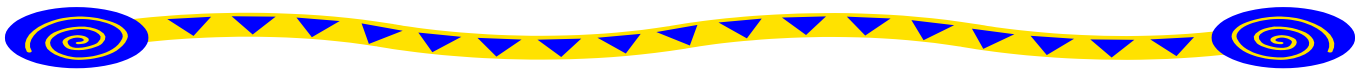
Letter of Federal Affirmative Action Plan Approval;  
Certificate of Employee Information Report; or  
Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: [http://www.state.nj.us/treasury/contract\\_compliance/](http://www.state.nj.us/treasury/contract_compliance/)).

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.



# **Competitive Contracting Request for Proposals**

## **TECHNICAL SPECIFICATIONS**



**Kathryn Blew**  
School Business Administrator/Board Secretary



## **INSTRUCTIONS FOR FOOD SERVICE MANAGEMENT COMPANY PROPOSAL**

### **PURPOSE OF REQUEST FOR PROPOSAL (RFP)**

The purpose of this Request for Proposals ("RFP") is to provide for the operation of the North Hunterdon-Voorhees Regional High School District Board of Education's (hereinafter "LEA" "District") food service program. The food service program will be operated by a Food Service Management Company (the "FSMC") on a guaranteed "for profit" basis wherein all program income will be sufficient to cover all program costs. The FSMC will assume responsibility for the efficient management of the food service program including purchasing, receiving, storing, setting up food service lines, counter service, cleanup, sanitation, consulting, training, hiring and supervising personnel, and presenting food in a way to create optimum student participation.

### **The District's program does not participate in the National School Lunch Program and School Breakfast Programs.**

The program will not include the use of federally donated commodities. The organization or individuals responding to this request will be referred to as the FSMC throughout this RFP and the contract will be between the FSMC and the District. If your company has requested a copy of this RFP but does not intend to respond to this RFP, please mail, e-mail, or fax a letter to that effect to the below address.

### **ADMINISTRATIVE GUIDANCE**

The information provided herein is intended to assist FSMCs in the preparation of proposals necessary to properly respond to this REP. This RFP is designed to provide interested FSMCs with sufficient basic information to submit proposals meeting the District's minimum requirements but is not intended to limit a proposal's content or exclude any relevant or essential data. FSMCs are instructed to respond specifically and concisely to the requirements of this RFP.

### **RESPONSE DATE**

Responses to this REP must be submitted to the District no later than 10:00 a.m. on Tuesday, April 16, 2024, at which time responses shall be opened publicly and the names of all FSMCs and the price of their respective proposals shall be announced. Proposals must be submitted in a sealed opaque envelope or box and clearly marked on the exterior with "Food Service Management Company (FSMC) FSMC RFP 01-202425.

Proposals may be mailed, hand-delivered, or sent via courier to:

North Hunterdon-Voorhees Regional High School District  
Attn: Ms. Kathryn Blew  
School Business Administrator/Board Secretary  
Contracted Food Service Management Company RFP  
1445 State Route 31  
Annandale, NJ 08801

Proposals received after the deadline will be late and ineligible for consideration.

Interested parties or their authorized representatives are expected to fully inform themselves of the conditions, requirements, and specifications before submitting a proposal. Failure to do so will be at each party's own risk and he/she cannot secure relief on the plea of error. The District will not be liable for any cost incurred by any respondent before the signing of a contract by all parties. Either party without the written consent of the other cannot assign the contract.

## **PROPOSAL FORM**

Each FSMC must submit an original and one (1) additional copy. Each proposal shall be duly executed by a representative authorized to bind the FSMC. All corrections, white-outs, erasures, or other forms of alteration to prices must be initialed in ink by the FSMC.

## **QUESTIONS**

The FSMC shall direct all questions or requests for information in writing by facsimile or by e-mail to Kathryn Blew, School Business Administrator/Board Secretary at [kblew@nhvweb.net](mailto:kblew@nhvweb.net). All questions must be submitted no later than March 25, 2024, at 3:00 p.m. All questions must contain an address where responses can be directed. All questions should reference the section or exhibit of the RFP and page number to which they pertain and should be asked in consecutive order, from beginning to end, following the organization of the RFP. Questions may be e-mailed or submitted by facsimile to Ms. Blew at the following address and facsimile number:

Ms. Kathryn Blew  
Business Administrator/Board Secretary  
1445 State Route 31  
Annandale, NJ 08801  
Email: [kblew@nhvweb.net](mailto:kblew@nhvweb.net)

## **AMBIGUITY, CONFLICT, OR ERRORS IN THE RFP**

If an FSMC discovers any ambiguity, conflict, discrepancy, omission, or error in the RFP, the FSMC shall immediately notify the School Business Administrator/Board Secretary of the same in writing.

## **REVISIONS TO THE RFP**

In the event it becomes necessary to clarify or revise the RFP, such clarification or revision shall be by an addendum to the RFP. An addendum will be issued in accordance with N.J.S.A. 18A:18A-21 (c) (1) The District will also post any RFP addendum on its website, <https://www.nhvweb.net>. Any addendum to this RFP shall become part of this RFP and part of the contract arising from the RFP.

## **TERM OF CONTRACT—THREE (3) YEAR CONTRACT—JULY 1, 2024, THROUGH JUNE 30, 2027**

The contract will be for a period of no longer, than three (3) years in duration, beginning July 1, 2024, and continuing through June 30, 2027. The Board of Education may, at its discretion, request that a contract for services be renewed in full accordance with N.J.S.A. 18A:18A-42, for an additional two (2) years. The School Business Administrator/Board Secretary may negotiate terms for a renewal of the contract proposal and present such negotiated proposal to the Board of Education. All multi-year contracts and renewals are subject to the availability and appropriation annually of sufficient funds as may be needed to meet the extended obligation. The Board of Education is the final authority in awarding renewals of contracts.

If the Board decides to renew this contract with the FSMC, the terms and conditions of the existing contract shall remain substantially unchanged. Any price change in the contract as part of the renewal is based upon all FSMC fees of the original contract cumulatively adjusted pursuant to any previous adjustment or renewal, and shall not exceed the changes in the **Index Rate** for twelve (12) months preceding the most recent quarterly calculation available at the time the contract is renewed.

The District is not liable for any cost incurred by any respondent prior to signing a contract by all parties.

### **TOUR OF FACILITIES**

Inspection of the sites will be made at a pre-proposal tour of facilities led by Facilities Coordinator, Mr. Robert Sabo on **Thursday, March 21, 2024, at 10:00 a.m.** Attendance is strongly recommended. Failure to attend the pre-proposal facilities meeting will not relieve the FSMC of any of the requirements for the operation of the Program. Please call the office of the Facilities Office and speak with Mrs. Karen Ruane at (908) 735-2846 x5130 to confirm your attendance, and report to the Board of Education District Office at 1445 State Route 31, Annandale, NJ 08801. It is the responsibility of the FSMC to examine all proposal provisions and visit locations where work is to be performed and to become fully acquainted with the sites and conditions that pertain to the operation. A maximum of two representatives from each FSMC may attend the tour. No cameras or recording devices will be permitted.

### **CONSIDERATION OF PROPOSALS**

The Board of Education reserves the right to disqualify any or all vendors pursuant to N.J.S.A. 18A:18A-4.5 (b), and/or N.J.S.A. 18A:18A-22, and to waive minor informalities or non-material exceptions, that may be in the best interest of the Board.

### **PROPOSAL PROTEST — LEGAL FEES AND COSTS**

In the event an FSMC unsuccessfully challenges a proposal submission or determination of the District by filing an action in a court of law concerning the same, said FSMC agrees to be responsible for payment of reasonable legal costs and fees incurred by the District relating to said protest.

## BASIC FSMC REQUIREMENTS

The intent of this request for proposals is to provide food management services for the District and to cooperatively plan and implement an efficient food services program.

### NOTES:

- The District operates two high schools grades 9-12 under a rolling drop block schedule with two lunch periods at each school, Lunch 1 from 10:40 a.m. to 11:04 a.m. and Lunch 2 from 11:06 a.m. to 11:30 a.m.
- Each year, the first serving day is in August; see the attached [2024-2025 school year calendar](#).

The following conditions must be met at a minimum and addressed in proposals:

1. The firm must be of sufficient size and expertise to furnish the resources needed to aid the District in managing the food services operations. The qualification data shall be submitted by each FSMC along with the sealed proposal.
2. The FSMC shall at the time of its submission of a proposal to the District, be registered with the New Jersey State Department of Agriculture, School Nutrition Programs for the 2024-2025 school year.
3. The interested FSMC must be presently operating a minimum of five (5) successful school lunch programs in New Jersey public school districts and must be able to demonstrate the ability to efficiently and properly provide services to a school district similar in size to the District. It is essential that the FSMC demonstrates experience in preparing and serving lunch food in an environment similar to the District's operation where serving times are limited to the times noted above.
4. The FSMC must demonstrate the ability to successfully manage school food service programs within the regulations established by Federal and New Jersey School Nutrition Programs regulations. A complete list of all public school clients, including the student populations, grade levels, and years of service by the FSMC, must be presented in the FSMC's response. Include a separate list of any clients lost in the last two (2) years.
5. The FSMC must have extensive involvement and experience in the school food services field in the areas of nutrition, menu planning, on-site production, food service area facilities design/configuration, quality control, employee supervision, staff management training, employee motivation, marketing, and public relations.
6. The FSMC must provide resident hourly and management personnel to manage and operate the food service program and to implement the cooperatively agreed upon objectives with the support of the FSMC staff. The District reserves the right to interview the on-site director prior to starting services. The FSMC must provide a full-time on-site Food Services Director and, at a minimum, one other management-level employee (e.g., Assistant Director). The FSMC must submit the resume of the Food Services Director who will manage operations at the District.
7. Staffing, salaries, and fringe benefits are to be recommended by the FSMC and approved by the District. The personnel employed by the FSMC will be the sole responsibility of the FSMC, not employees of the District. Personnel issues will be managed by the FSMC with the FSMC assuming complete liability for all employment practices unless otherwise indicated in writing by the District.

8. All proposals shall be valid and may not be withdrawn for sixty (60) days after submission. As part of the proposal, the FSMC must include an executable contract.
9. The FSMC shall not subcontract the proposed services without the written consent of the District. It is the responsibility of the FSMC to examine all quoting provisions and visit each and every location where work is to be performed to become fully acquainted with the sites, problems, conditions, and other factors pertaining to the operation. No claim for relief due to mistake or omission will be entertained and each FSMC will be held to its price quotation.

#### 10. PURCHASE OF FRESH MILK

For all purchases of fresh milk, the FSMC shall purchase the equivalent amount of New Jersey-produced milk at least equal to the amount of fresh milk proposed to be furnished to the District in accordance with N.J.S.A. 18A:18A-6 and N.J.A.C. 2:55

Should the FSMC choose to purchase fresh milk through a vendor, the FSMC shall require each vendor to agree in writing to the equivalent amount of New Jersey-produced milk at least equal to the amount of fresh milk proposed to be furnished to the LEA in accordance with N.J.S.A. 18A:18A-6 and N.J.A.C. 2:55. Copies of any such agreements must be provided to the LEA, for filing with the Department of Agriculture, Division of Markets, PO Box 330, Trenton, NJ 08625-0330.

The FSMC shall be responsible for ensuring that all fresh milk purchases are made in conformance with N.J.S.A. 18A:18A-6 and N.J.A.C. 2:55.

The District shall file a copy of this agreement along with a copy of any vendor agreements received by the FSMC in accordance with N.J.S.A. 18A:18A-6 and N.J.A.C. 2:55.

## **OBJECTIVES OF THE DISTRICT**

The successful FSMC shall conduct the food service program in a manner that best fulfills the following objectives:

1. To provide an appealing and nutritionally sound funded lunch and approved a la carte program for students as economically as possible. An important goal of the District is to maximize participation and control expenses.
2. Provide reliable management continuity for the District's School Nutrition Programs which are non-funded by the State and Federal government. Deliver the services at the lowest possible cost without sacrificing quality.
3. Recommend management and operational strategies to contain the District's operating costs.
4. To promote nutritional awareness whenever the food service can interface with the District's teaching programs, nutrition groups, or Board of Education Advisory Committees.
5. Maximize student interest and participation by seeking customer input, implementing menu variations and merchandising techniques, and by good communication with all interested groups.
6. Provide experienced staff support to focus on operational concerns.
7. Apply the best professional efforts to maintain the best possible morale of food service staff during a transition while keeping the costs of service economical.
8. Operate within the laws established by state and federal agencies that monitor and regulate food service management companies.
9. Keep the District apprised of legislation that may impact the food services program.
10. Make periodic recommendations regarding operational and/or equipment needs that the District may adopt, partially adopt, or abandon.
11. Cooperate with all community groups to enhance the public's perception of the District's food service program.
12. Work with the District to maintain policies including but not limited to the Wellness Policy, Food Service Bio-Security Policy, Standard Operating Procedures, and HACCP Plan.
13. One of the District's goals is to operate the food service program without incurring any costs, at a guaranteed uncapped for-profit basis wherein all program income will cover all operating costs and generate revenue for reinvestment into the program; such as upgrades in capital equipment.

**SPECIFICATIONS**

The District does not participate in the National School Nutrition Program (NSLP). USDA-donated foods/surplus food commodities are not available for use in the food service programs.

The terms of the actual agreement with the successful FSMC will be set forth in a written contract and shall be consistent with the rights reserved by the District as described in these specifications.

## **DISTRICT AND FSMC RESPONSIBILITIES**

### **THE DISTRICT'S RESPONSIBILITIES**

1. The District shall retain control of the quality, extent, and general nature of its food service, and the prices charged to the children for meals.
2. The District shall maintain applicable health certification and ensure that all State and local regulations are being met by the FSMC preparing or serving meals at a District facility.
3. The District shall establish an advisory board composed of parents, teachers, and students to assist in menu planning.
4. The District shall retain control of the nonprofit school food service account and overall financial responsibility for the School Nutrition Programs and shall make expenditures of nonprofit school food service revenues in accordance with the financial management system established by the State Agency.
5. The District shall be responsible for the written Free and Reduced Policy Statement to feed children who have qualms about funded meals. The policy is on file at the District's office. The District shall be responsible for the implementation of this policy.

### **FOOD SERVICE OPERATIONS RESPONSIBILITIES**

1. The written policy of the District requiring the feeding of needy children, free or at reduced price, shall apply to the FSMC's food service operation. The policy is on file in the District office. The District shall be responsible for the implementation of this policy, including but not limited to the distribution and collection of the parent letter, and the collection and verification of the application for free and reduced-price meals and free milk.
2. The FSMC will be responsible for implementing policies covering free and reduced-price meals and milk for those students designated by the District as meeting Federal and State agency requirements. All such meals shall be served and accounted for in a manner approved by the District that protects the anonymity of the recipients. Meals shall be served and proper accurate pupil participation records shall be maintained by the FSMC.
3. No payment shall be made for meals that are spoiled or unwholesome at the time of delivery, do not meet the details specifications for each food component, or do not otherwise meet the requirements of the contract.
4. The District will periodically review free and reduced-price meal applications and provide the FSMC with current lists of those students eligible for funded meals.



## **MENUS, PRICES, PORTIONS, AND MEALS**

The FSMC will submit with the proposal a 21-day cycle menu, and Meal and Ala Carte Price Schedule.

The FSMC shall adhere to the 21-day cycle menu contained in the District's Request for Proposal for the first 21 days of meal service. Changes thereafter may be made with the approval of the District. 7 CFR 210.16(b)(1). However, the menu standard, as presented in the first twenty-one (21) day menu and the Daily Menu Pattern, must be maintained as a type and quality of meal service. The Daily Menu Pattern should clearly indicate the number and type of choices and offerings that will be offered at all grade levels.

### **PRICES/PORCTIONS**

1. The FSMC shall recommend meal prices and portions for approval by the District.
2. The FSMC shall not alter prices once approved without prior notice and approval by the District.
3. Proposals shall be based on the included prices for the 2024-2025, 2025-2026, and 2026-2027 school years.

### **MEALS**

1. The FSMC shall not serve reimbursable meal pattern meals pursuant to the National Food and Nutrition program. The current prices are provided in the Appendix.
2. The FSMC may offer a choice of meals, subject to approval of the District.
3. The FSMC shall promote maximum participation in the meal programs.
4. The FSMC shall provide condiments and utensils as needed.
5. The FSMC shall use the District facilities for the preparation of food to be served in the designated attendance units and subject to approval by the District; may also use facilities outside of the schools.

### **SPECIAL FUNCTIONS**

Proposals shall describe the FSMC's policy regarding meals or refreshments at special school functions such as after-school meetings, student dinners, evening banquets, athletic programs, etc.

### **DISTRICT WELLNESS POLICY AND SCHOOL MEALS INITIATIVE**

1. The FSMC will comply with the Wellness Policy adopted by the District and participate in the committee meetings as requested by the District.
2. The FSMC shall promote the nutritional education aspects of the District's food service program.
3. The FSMC will work in partnership with the District administrative team to educate the students, parents, staff, and community on nutritional efforts to work toward better health.
4. The FSMC will cooperate in the efforts of the District to coordinate these aspects with classroom instruction.
5. The FSMC will make available, on an as-needed basis, a Registered Dietitian.
6. The FSMC shall provide, upon request of the District, menus to be reviewed by the District.
7. The FSMC will describe training offered to staff and timelines for this process.

## COMMUNICATIONS AND MEETINGS

1. The FSMC shall provide time to attend meetings on a demand basis between the Food Service Director, the school advisory board, school principals, and other students and staff to determine ways to improve the program.
2. The FSMC's President, or a company official with authorization to act on behalf of the President, must be available to meet in person with the School Business Administrator/Board Secretary and/or Board of Education upon request.
3. Advisory Board, the FSMC shall schedule the time and place for meetings with the district-appointed Advisory Board to discuss possible improvements to the food service.
4. The FSMC will provide the name of the registered dietician who will work with the District.

## PURCHASE SPECIFICATIONS

The FSMC shall 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., as agreed by the District, shall be complied with by the FSMC. The minimum procurement specifications are:

- Dairy Products — Grade A
- Meat — USDA Inspected
- Fish — U.S. Govt. Inspected
- Poultry — USDA Inspected – Tenders and Filets are all white meat/whole muscle
- Canned Fruit and Vegetables — U.S. Grade A Choice
- Fresh Fruit and Vegetables — U.S. No. 1 Grade
- Frozen Fruits and Vegetables — Highest Quality
- Deli Meat – Boar's Head or Equivalent
- Plant Based/Vegetarian Options are Available Daily

## BUY AMERICAN

The District (through the FSMC) shall purchase, to the maximum extent possible, domestic commodities or products. "Domestic commodity or product" means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

## REBATES, DISCOUNTS AND CREDITS

1. The FSMC shall charge the District only for costs that are actual and allowable, net of all discounts, rebates, and other applicable credits accruing to or received by the FSMC, to the extent those credits are allocable to the allowable portion of the costs billed to the District. The FSMC's determination of allowable costs shall be made in compliance with the applicable USDA and program regulations and Office of Management and Budget Cost Circulars. **The FSMC shall indicate with this proposal which method they will use.**

- A. The FSMC will separately identify on its billing documents and certify that only allowable costs are submitted for payment and that records have been established that maintain visibility of unallowable costs, including directly associated costs, in a manner suitable for contract cost determination and verification. **OR**
- B. The FSMC 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. This information may be reported monthly, but no less frequently than annually.

The FSMC shall indicate with this proposal the frequency of reporting. The FSMC 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 the conclusion of the contract.

2. The FSMC shall maintain documentation of costs and discounts, rebates, and other applicable credits, and shall furnish such documentation upon request to the District.
3. No expenditure shall be made from the nonprofit school food service account that permits or results in the FSMC's receiving payments in excess of its actual, net allowable costs.

#### **STORAGE, PROCUREMENT, AND INVENTORY OF FOOD AND SUPPLIES**

1. The FSMC shall purchase all food and non-food commodities at the lowest price possible, consistent with maintaining quality standards.
2. The FSMC will provide the District with bakery, dairy, and ice cream bids/quotes as requested from time to time.
3. The FSMC will charge the District the net price on vendor's invoices, the amount due after vendor discounts that may apply.
4. **Ownership of beginning and ending inventories of food and supplies shall remain with the District.**
5. The FSMC will request, receive, and inspect foods delivered by vendors and forward a list of bills in accordance with regulations.
6. The FSMC shall honor existing contracts if advantageous to the District.
7. The District is the owner of the necessary equipment and commodities, including, but not limited to, flatware, trays, chinaware, glassware, kitchen utensils, and food commodities.
8. The FSMC and the District 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 inventories should be forwarded to the District within fifteen (15) days of completion, at the end of the school year, and at the termination of the contract to reconcile the differences in quantities and values.
9. The use in the programs of Styrofoam or any other expanded polystyrene foam is not permitted.

## **USDA-DONATED FOODS - ARE NOT AVAILABLE FOR USE**

### **EQUIPMENT AND REPAIRS**

#### **EQUIPMENT - DISTRICT**

1. The District shall be responsible for any losses that may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC.
2. The District will provide a physical inventory of supplies and equipment available for use by the FSMC.
3. The District shall not be responsible for loss or damage to equipment owned by the FSMC and located on District premises.
4. The District shall furnish and install any equipment or make any structural changes needed to comply with Federal, State, and local laws. It is the goal of the District to recover associated costs from the cafeteria operation to every extent feasible.
5. The value of new and replaced equipment shall be acquired and shall be amortized by the District.
6. All food preparation and serving equipment owned by the District shall remain on the premises of the District, provided that such equipment may be transported from one school to the other within the District as necessary. The District will provide exterminating services.

#### **EQUIPMENT — FSMC**

1. The FSMC shall replace expendable equipment upon mutual agreement between the District and the FSMC.
2. The FSMC shall notify the District of any equipment belonging to the FSMC on District premises within (10) days of its placement on the District premises.
3. The FSMC will recommend to the District the purchase of new or replacement equipment as needed on a priority basis.
4. The FSMC will account for all equipment and protect it from pilferage or destruction.
5. The FSMC shall operate and care for all equipment and food service areas (floors, walls, windows, lights, bathrooms excepted) in a clean, safe, and healthy condition in accordance with standards acceptable to the District and comply with all applicable laws, ordinance, regulations, and rules of Federal, State and local authorities.

## **REPAIRS – DISTRICT**

1. The District shall be responsible for repairs to all permanent fixtures such as faucets, lights, sewers, air conditioning, heating, and all other electrical work.
2. The District is also responsible for repairs of food equipment owned by the District.

## **REPAIRS – FSMC**

1. The FSMC shall be responsible for maintaining the facilities in a good state of repair. All purchases and/or acquisitions of goods or services made by the FSMC shall be made in accordance with the same purchasing rules as the District would be required to follow in accordance with the Public School Contracts Law at *N.J.S.A. 18A:18A-1 et seq.* All such incurred costs will be subject to reimbursement by the District.
2. The FSMC will be responsible for advising the District of any needed repairs or replacements of any equipment not operating properly.

## **USE OF FACILITIES - DISTRICT**

1. The District shall furnish at its expense, space, light, heat, power, hot and cold water, and other utilities as are necessary for the operation of the food services.
2. The District shall make available without cost to the FSMC, areas of the premises agreeable to both parties in which the FSMC shall render its services; such area or areas reasonably necessary for providing efficient food service.
3. The District may request the FSMC, additional food services. The District reserves the right, in its sole discretion, to sell or dispense any food or beverage that meets state nutrition standards before or after the District's regularly scheduled lunch or breakfast periods, provided such use does not interfere with the operations of the normal food service.
4. If the District approves the use of the facilities for extra-curricular activities before or after the District's regularly scheduled meal periods, the District shall return facilities and equipment to the FSMC in the same condition as received, normal wear and tear accepted. An employee of the FSMC shall be present during such —extra-curricular activities if requested by the District.
5. The District shall have unlimited access to all areas used by the FSMC for inspections and audits.

## **RENTAL OF FACILITIES FOR COMMUNITY USE**

The District retains the right to rent or permit the use of 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 designated by the resident manager be on duty to ensure the safe use of District-owned equipment and/or to provide access to the facilities.

## **DISTRICT EQUIPMENT PURCHASE INSTRUCTIONS**

The FSMC shall not include equipment purchases or incentives, such as scholarships or "free" equipment, in its proposal.

## **TELEPHONE SERVICE/NO PERSONAL CALLS**

1. The District shall provide local and long-distance telephone service for business calls and access to the Internet. The FSMC shall provide cell phones.
2. The FSMC shall use telephones strictly for cafeteria business exclusively. No employee of the District or FSMC shall use the District's telephones for personal calls.
3. The telephones used by the FSMC shall be secured during non-operating hours and scheduled recesses.

## **FSMC FOOD SERVICE PERSONNEL**

1. The FSMC shall describe its personnel management philosophy, particularly regarding the resident managers and their relationships with existing staff.
2. The FSMC must provide a full-time on-site Food Services Director and, at a minimum, one other management-level employee.
3. The FSMC must submit the resume of the Food Services Director who will manage operations at the District.
4. The FSMC may utilize the current labor schedule including hours, rates, number of positions, and benefits in preparing the proposed budget.

The FSMC may recommend hours and number of positions at each school location in order to meet national standards in food service for meals served per labor hours planned for operations.

5. The District requires that a full-time Food Service Director be on site.
6. The FSMC shall have the sole responsibility to compensate its employees, including applicable taxes, insurance, and worker's compensation, and shall be solely responsible for any losses incurred by the District, resulting from dishonest, fraudulent, or negligent acts on the part of its employees or agents. All food service employees shall comply with all rules of the District, Local, and County Health Departments and New Jersey Department of Health.
7. All personnel issues, concerns, or employment practices litigation associated with FSMC personnel shall be the sole responsibility of the FSMC, not the District. Any costs or expenses associated with the FSMC personnel, or their actions, will be paid by the FSMC. FSMC personnel shall not be agents or representatives of the District, and the FSMC shall be responsible for errors, omissions, and payment claims made by the FSMC personnel.
8. The FSMC shall maintain its own personnel policies and fringe benefits for its employees, subject to review by the District.
9. The FSMC shall supply with this proposal a description of the proposed employee benefits package. The FSMC shall provide their current health insurance costs (as of the day of the proposal) in the budget submitted.
10. The FSMC shall comply with the criminal background checks/fingerprint regulations required by law for all new hires, Chapter 116, P.L. 1986.
11. The District may require the removal of an employee of the FSMC who violates health requirements or conducts himself/herself in a manner that is detrimental to the physical, mental, or moral well-being of students. The FSMC shall adhere to state regulations in screening prospective employees.

12. In the event of the removal or suspension of any such employee, the FSMC shall immediately restructure its staff without disruption in service.
13. All food service personnel assigned to each school shall be instructed on the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas and shall participate in security drills as requested.
14. The use of student workers or students enrolled in the District is prohibited without prior District approval.

#### **FSMC PERSONNEL**

The FSMCs are reminded their employees are representatives of the company that is performing the services for this contract. The FSMCs are to understand and share with all workers the following:

- **Bathroom; Toilet Facilities**  
Student bathroom and toilet facilities of the school facilities are not to be used by the FSMC personnel unless express permission has been granted by school officials.
- **Behavior in General**  
The FSMC personnel are representatives of the company which is performing the services for this contract. The District expects and demands exemplary behavior from all FSMC personnel at all times.
- **Harassment, Intimidation, or Bullying**  
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.
- **Contact with Staff and Students**  
The FSMC personnel are reminded to have limited professional contact with students/staff members in the district facilities or school grounds.  
  
The District requires all personnel to go through the district's school security system. All workers will have to produce a valid driver's license to be entered into the security system. The background check is to be performed by scanning a driver's license or other government-issued identification cards through a computer and software program provided by the district. This program will scan the worker's personal identification, and check against a national sex offender database.
- **Identification Cards; Badges; Uniforms**  
All the FSMC personnel shall wear a laminated picture ID (supplied by the District) and appropriate uniform clothing and shoe wear in the performance of their duties.
- **FSMC Personnel Status--Not School Employees**  
The FSMC personnel are reminded in no manner they are to be considered employees of the school district.



- **Job Safety**

The FSMCs are to take all measures to ensure the work is being performed in a safe manner. There are to be no unnecessary risks doing the work and all work is to be completed in accordance with the RFP specifications, and industry standards and as required by the Occupational Safety and Health Administration. (OSHA)

- **Parking of Vehicles**

The FSMCs are to ensure all personnel properly park in designated areas with special emphasis not to park in fire zones, staff or student parking spaces, or handicapped spaces. All vehicles improperly or illegally parked are subject to being ticketed and towed.

- **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 New Jersey P.L. 2018 c.5, 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.

- **Smoking, Controlled Substances, and Alcohol**

There is no smoking or possession/drinking of alcoholic beverages or controlled substances on school grounds both inside and outside. The District has a zero tolerance level on smoking or possession/drinking of alcoholic beverages and controlled substances on school grounds, both inside the buildings and on all school property.

- **Conservation of Resources**

The FSMC shall ensure that operations are carried out with consideration given to the conservation of energy, water, and material.

- **Damage to Property; Public and Private**

The FSMC's personnel shall take every precaution that all property, school, municipal, county, state, or private property shall not be damaged in any manner.

- **Unauthorized Personnel**

The FSMC personnel are not permitted to bring on the worksite any unauthorized persons including children or relatives of the contracted worker.

## **HOURS OF WORK**

1. The FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.
2. Drug-free Workplace Statement. The FSMC agrees to provide a drug-free workplace for their employees and comply with the provisions and regulations of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq. as amended) and applicable state laws and regulations. 7 CFR 3021. Failure to abide by these requirements may subject the District and/or the FSMC to the penalties described in 7 CFR 3021.5.

## **ENVIRONMENTAL PROTECTION / ENERGY CONSERVATION**

1. In the performance of this contract, the FSMC shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). 7 CFR 3016.36(i)(12). The FSMC must make every effort to use environmentally safe "Green" products in its daily operations.
2. The FSMC shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act. 7 CFR 3016.36(i)(13).

## **HEALTH CERTIFICATION/ SAFETY — DISTRICT**

1. The District shall maintain applicable health certification and ensure that all State and local regulations are being met by the FSMC preparing or serving meals at a District facility.
2. The District shall provide garbage bags and remove all garbage and trash from the District's property.
3. The District shall be responsible for painting and/or decorating the kitchen and dining areas.
4. The District shall be responsible for periodic cleaning, waxing, and buffing of the dining room and kitchen floors.
5. The District will maintain the walls, ceilings, windows, blinds, ducts, and hoods above the filter lines.
6. The District will provide daily cleaning of kitchen floors.
7. The District shall make available sanitary toilet facilities for the employees of the FSMC. The District will provide toilet paper, hand soap, and paper towels for all hand sinks.
8. See "Appendix III" for an overview of all cost responsibilities.

## **SANITATION/SAFETY — FSMC**

1. The FSMC shall have State or local health certification for any facility outside the school in which it proposes to prepare meals and the FSMC shall maintain this health certification for the duration of the contract.
2. The FSMC shall place garbage in designated trash receptacles and the District shall remove garbage/trash from the dining room and kitchen areas.
3. The FSMC shall clean the kitchen area, including but not limited to the sinks, counters, tables, chairs, silverware, and utensils.
4. The FSMC shall comply with all local and state sanitation requirements in the preparation of food.
5. The FSMC shall maintain safety programs for employees as required.
6. The FSMC will provide sanitation standards covering housekeeping, preparation, storage, employees, and equipment. The FSMC will also make adjustments to practices and operation of equipment as required.
7. The FSMC shall cooperate in any District recycling program that may be implemented.
8. The FSMC will establish, implement, and maintain a HACCP program to meet the NJ Bureau of Child Nutrition's standards.

## **FINANCIAL ACCOUNTING, REPORTING SYSTEMS AND RECORDS**

The District shall retain control of the nonprofit school food service account and overall financial responsibility for the School Nutrition Programs and shall make expenditures of nonprofit school food service revenues in accordance with the financial management system established by the State Agency.

### **RECORDS—Five (5) Years**

1. The FSMC shall retain all records required or necessary under this contract for a period of five (5) years from the date of final payment hereunder; except that if any audit findings have not been resolved, the records shall be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.
2. The FSMC shall 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. N.J.A.C. 17:44-2.2(b).

The FSMC shall assume accountability and responsibility for:

- Daily bookkeeping and recording functions, including Monthly Profit and Loss Statement, and if applicable, State and Federal reimbursements.
- Annual budgeting.
- Cost and inventory controls.
- Organization and preparation of records for annual audit by District.

#### **PREPARATION & DUE DATES FOR REIMBURSEMENT AND REPORTS**

1. The District will supply the information on enrollment, average daily attendance, and an accurate current list of free and reduced students eligible for each school on a timely basis so all associated record keeping can be accurate.
2. The FSMC will provide computer software to complete the record-keeping required. The FSMC must describe the software and its use in its proposal and, upon request, include samples of printouts. The use of this software is limited to the terms of the contract with the District. Use beyond this term would constitute a violation of this agreement. Annual software maintenance is an allowable expense of the food service budget.
3. Point—of-Sale Computer Equipment and software is purchased and owned by the District.
4. The FSMC shall bill the District weekly for the actual expenses of operation incurred. The District will hold all cash and reimbursement income. Weekly billing is necessary in order for the FSMC to have cash flow to cover payroll and pay vendors in a manner that will offer the District the best pricing on products. The FSMC must provide the District with itemized claims for goods and services.

Please Note: The state's statutes for administering school funds prohibit the payment of estimated payroll, service fees, vendor invoices, and/or other expenses submitted by the FSMC. Payments cannot be made prior to the submission of the actual documentation for the claim against school funds.

5. The FSMC may present a summary of vendor's invoices for accounts payable, but actual invoices must be on-site for immediate access by any District employee, or representative, designated by the District.
6. The FSMC will provide monthly and other reports to the District, which describe operating costs and related statistical information. The FSMC shall submit to the District an operating profit and loss statement.

**Any surplus revenues existing after deduction of the approved cost of operations, including the FSMC fees, from verified food service receipts, all if applicable Federal and State reimbursement, and the District's net inventory accrue to the benefit of the District.**

1. The FSMC shall maintain such records (supported by invoices, receipts, or other evidence) as the District will need to meet monthly reporting responsibilities and shall submit monthly operating statements in a format approved by the District no later than the 20th calendar day succeeding the month in which services were rendered.

2. The FSMC shall provide the District with a year-end statement summarizing program expenses and meal statistics.
3. The FSMC must operate in conformance with the AICPA Statement of Auditing Standards SOC 1 Report. This service audit is to be conducted at the FSMC's expense by an independent auditor, and a copy of the findings submitted to the District.

#### **DEPOSITING OF FUNDS**

All revenue received as a result of payments by students and adults, federal and state reimbursements, and all other income from sources, including but not limited to donations, rebates, banquets, grants, and loans must be under the control of the District and shall be deposited in the District's food service account.

#### **EXPENDITURES**

1. All claims submitted by the FSMC must include a detailed description of the goods, supplies, services, or other items being submitted for reimbursement.
2. FSMC shall request, receive, and verify for payment food and supplies used in conjunction with the food service program.

#### **PAYMENT TO FSMC BY THE DISTRICT**

1. No payment shall be made for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the District for each food component specified in 7 CFR 210.10 (the School Lunch Pattern), or do not otherwise meet the requirements of the contract.
2. Every effort will be made to pay vendors and contractors within thirty (30) to sixty (60) days from the receipt of the goods or the rendering of services and in accordance with N.J.S.A. 18A:18A-10.1, provided the Board of Education receives the appropriate documentation such as signed voucher vendor and invoices. The District holds **all** cash and reimbursement income.

#### **The District shall assume accountability and responsibility for:**

1. District shall designate by name and title the employee whose responsibility shall be to supervise and audit all financially related operations of the FSMC pertinent to the District.
2. The District, at its own expense, shall audit the FSMC's operations at the District periodically and at the year-end audit.
3. The FSMC, at its own expense, shall comply with the AICPA Standards of Auditing Standards SOC 1 Report in accordance with regulations.

## **INSURANCE AND INDEMNIFICATION**

The FSMC shall maintain as a minimum the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the State of New Jersey. Companies should be rated "A" or better by A.M. Best. All policies shall be written on an occurrence form.

The FSMC shall secure, pay the premiums for, and keep in force until the contract expires, insurance of the types and amounts listed below:

- Commercial General Liability with a \$1,000,000 and \$2,000,000 General Aggregate per occurrence for Bodily Injury, Personal and Advertising Injury, Property Damage, and Product Liability.
- Automobile Liability with a \$1,000,000 Combined Single Limit of Liability for Bodily Injury and Property Damage per accident.
- Cyber Security and Privacy Liability with a \$1,000,000 per occurrence or claim.

### **Other Insurance Coverage**

\$ 100,000 Pollution Cleanup

\$ 50,000 Fire Damage

\$ 5,000 Medical Expense

\$1,000,000 Sexual Harassment, Abuse or Molestation

### **UMBRELLA POLICY**

An umbrella policy must be carried by the FSMC for an additional \$9,000,000 to increase the total coverage to \$10,000,000 to protect the District.

### **Insurance Certificate**

The successful vendor/contractor must present to the Board of Education an insurance certificate in the above types and amounts before any work or service begins. Automobile liability insurance shall be included to cover any vehicle used by the insured.

The certificate holder shall be as follows:

**North Hunterdon-Voorhees Regional High School District Board of Education**

Attn: Ms. Kathryn Blew

School Business Administrator/Board Secretary

1445 State Route 31

Annandale, NJ 08801

### **Additional Insured Clause**

The vendor/contractor shall include the following clause on the insurance certificate.

"North Hunterdon-Voorhees Regional High School District Board of Education is named as an additional insured"

WORKERS' COMPENSATION Evidence of adequate Workers' Compensation Insurance as required by the laws of the State of New Jersey and the United States must be available to the Board of Education. The minimum limits are the following unless a greater amount is required by law:

Bodily Injury by Accident	\$1,000,000. Each Accident
Bodily Injury by Disease	\$1,000,000. Policy Limit
Bodily Injury by Disease	\$1,000,000. Each Employee

**Indemnification**

The vendor/contractor shall assume all risk of and responsibility for and agrees to indemnify, defend, and save harmless the Board of Education and its agents, employees, and Board members, from and against all claims, demands, suits, actions, recoveries, judgments and costs and expenses (including, but not limited to, attorney's fees) in connection therewith on account of the loss of life or property or injury or damage to any person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract and the performance by contractor of services under the contract or by a party for whom the contractor is liable.

This indemnification obligation is not limited by but is in addition to, the insurance obligations contained in this agreement.

The vendor/contractor is to assume all liability for every sort of incident to the work, including property damage caused by him or his workers or by any subcontractor employed by him or any of the subcontractor's workers.

## LICENSES, FEES AND TAXES

1. The FSMC shall obtain and post all applicable health permits for its facilities.
2. The FSMC shall comply with all health and safety regulations required by Federal, State, or local law.
3. The FSMC shall comply with all building rules and regulations.
4. The FSMC shall maintain applicable health certifications.
5. The FSMC shall have State or local health certification for any facility outside the District in which it proposes to prepare meals and the FSMC shall maintain this health certification for the duration of the contract.
6. New Jersey Sales and Use Tax Requirements.  
The FSMC and any subcontractors, or any of their affiliates, who enter into contracts for the provision of goods or services with or for New Jersey local government entities, including without limitation, municipalities, are required to collect and remit to the New Jersey Director of Taxation in the Department of the Treasury the use tax due on all of their sales of tangible personal property delivered into the State of New Jersey pursuant to the "Sales and Use Tax Act," (*N.J.S.A. 54:32B-1 et seq.*), regardless of whether the tangible personal property is intended for a contract with a contracting agency. This tax shall be remitted for the term of the Contract.

For purposes herein, "affiliate" shall mean any entity that (a) directly, indirectly or constructively controls another entity, (b) is directly, indirectly, or constructively controlled by another entity, or (c) is subject to the control of a common entity. For purposes of the immediately preceding sentence, an entity controls another entity if it owns, directly or indirectly, more than fifty percent (50%) of the ownership interest in that entity. *N.J.S.A. 52:32-44(g)(3)*.

The FSMC agrees to comply with the rules and regulations promulgated pursuant to the Contractor Use Tax Registration and Collection Legislation.

Notwithstanding anything contained in the Contract Documents to the contrary, the FSMC shall indemnify, defend, and hold the District harmless from and against any and all fines, taxes, penalties, interest, claims, losses, costs, expenses, liabilities, or damages arising out of or in connection with the FSMC's failure to comply with the terms and condition of A-3130 (*P. L. 2004, c.57*) to the fullest extent permitted by law and public policy.



## **BREACH AND TERMINATION**

### **BREACH**

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

### **TERMINATION**

1. The District or the FSMC may terminate the contract, for cause, by giving sixty (60) days written notification.
2. The District may terminate the food service contract at any time by giving sixty (60) days' written notification to the FSMC, setting forth the reason for and the effective date of termination. Upon such termination, the District and the FSMC shall make a settlement of all amounts due under the contract.
3. Neither the FSMC nor the District shall be responsible for any losses if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or any acts not within the control of either the FSMC or the District, and which by the exercises of due diligence it is unable to prevent.

### **TRANSITION / START-UP**

The FSMC shall submit a proposed transition/start-up plan that shall indicate the activities, procedures, and potential timeframes to implement the FSMC's services.

## **CONDITIONS & REQUIREMENTS**

### **GENERAL CONDITIONS**

1. All proposals shall be valid and may not be withdrawn for sixty (60) days after submission. The FSMC must clearly outline the proposed financial arrangements in the response, including any conditions that may affect the financial representations made in the proposal.
2. The FSMC will comply with all specific and general conditions outlined in these specifications, which are in all respects made a part of this Request for Proposal.
3. The FSMC must examine kitchens, cafeterias, receiving and storage areas where services are to be provided.
4. FSMC shall provide service for District functions when requested. No such special services may be provided to any sponsor without prior approval from the District.
5. No alterations, changes, or improvements shall be made to the areas granted to the FSMC without obtaining prior written permission of the District with the final decision as to alterations, changes, or improvements reserved solely for the District.
6. FSMC must use current reimbursement rates supplied by the District in their proposed budget.

### **LEGAL REQUIREMENTS**

Any proposals submitted shall be in accordance with the laws of the State of New Jersey. Regulations and Standards of the New Jersey State Department of Elementary and Secondary Education, and shall conform to the standards of the United States Department of Agriculture.

### **SUBMISSION OF PROPOSALS, REQUIRED FORMS/RESPONSES**

1. The FSMC must complete and submit all forms provided by the District. The respondent's failure to complete these requirements may nullify the proposal submitted.
2. All inquiries or requests for clarification or interpretation must be made in writing to the District no later than 3:00 p.m. on March 25, 2024.

### **CONSTRUCTION AND EFFECT**

The District and the FSMC agree that Article I of the contract is intended to comply with applicable federal and State procurement and USDA program requirements. In the event that any provision contained in Article I should conflict with any other provision contained in the contract or any attachment to the contract, the provisions of Article I shall control.

## **EVALUATION PROCESS; METHODOLOGY OF AWARDING CONTRACT**

All RFP responses are to be evaluated based on whose response is the most advantageous to the District, price and other factors considered, and whose response will provide the highest quality of service at fair and competitive prices.

The District will be using the model evaluation criteria as noted in N.J.A.C. N.J.A.C. 5:34-4.2, and guidance as issued by the New Jersey Office of the State Comptroller with their 2010 publication:

### *Best Practices in Awarding Service Contracts*

#### **Evaluation of Proposals—Evaluation Committee**

The School Business Administrator/Board Secretary and other qualified school officials may initially evaluate all proposals received and make recommendations to the Board for contract approval. The School Business Administrator/Board Secretary may appoint a committee to assist in the evaluation process. Committee members will be identified in the final report submitted to the Board of Education.

#### **Evaluation Committee**

Upon receipt of the proposals, the District may choose to provide each proposal to an evaluation committee. If a committee is appointed, the committee will review, evaluate, and rate the proposal based on the quality and substance of the information provided, the quality of staffing and familiarity with the type of work and location of the company, and other criteria deemed fit by the Committee. Top-rated companies may be invited to give an oral presentation. A contact person should be designated by the Proposer firm to direct any questions that the District might have.

All RFP responses are to be evaluated based on whose response is the most advantageous to the District, price, and other factors considered, and whose response will provide the highest quality of service at fair and competitive prices.

#### **Official Report**

After the successful proposal has been selected, all Proposers will be notified of the results through an official report as required by N.J.S.A. 18A:18A-4.5 (d).

#### **Presentations and Interviews**

The Board of Education may at its option, require respondents of its choice to attend interviews and make presentations to school officials for clarification regarding their submission. This process may only take place after proposals have been opened and reviewed and prior to the completion of the evaluation.

#### **Negotiations Not Permitted**

Under no circumstances shall the provisions of the proposal be subject to negotiation—N.J.S.A. 18A:18A-4.5 (b)

## **CRITERIA FOR EVALUATION OF PROPOSALS**

It is the intent of the District to accept the proposal that will best promote the public interest and is most advantageous to the District. The criteria used for evaluating all proposals are as follows:

### **TECHNICAL FACTORS — 33 Points**

1. Demonstrated ability to efficiently serve lunch in a "block lunch" environment.
2. Proposed management staffing; an on-site Food Service Director and Assistant Director are required.
3. Service programs offered by the FSMC that will complement and enhance the school food service program.
4. Proposed labor-staffing patterns with detailed costs of wages, taxes, benefits, etc.
5. The quality, variety, and creativity of the FSMC's proposed food service program, including proposed menus and menu patterns, included the required 21-day menu and menu format.
6. Evidence of a comprehensive food handling, housekeeping, and sanitation program.
7. Ability of FSMC's President, or a company official with authorization to act on behalf of the President, to meet with the District and/or the School Business Administrator/Board Secretary in person as needed.
8. Evidence of a program to keep the District current and aware of policies and procedures of State and Federal Government as far as school food service and nutrition is concerned
9. Evidence of a Nutrition Education/Awareness Program.
10. Evidence of a sound school lunch record-keeping system and evidence of software program used to complete this task.
11. Does the FSMC's proposal demonstrate a clear understanding of the scope of services and related objectives?
12. Does the FSMC proposal demonstrate a complete understanding of the LEA's Food Service Program and its service requirements?
13. Is the FSMC's proposal complete and responsive to the specific RFP requirements?
14. Evidence of a comprehensive food handling, housekeeping, and sanitation program.  
Past performance in other LEAs and the demonstrated ability and experience of the FSMC to perform under the terms and conditions of the RFP.

## MANAGEMENT CRITERIA 25 Points

1. What is the proposed project management of the FSMC?
2. Will the FSMC provide all services in a timely fashion to meet the LEA's needs?
3. How is work distributed among the FSMC's staff, if there are principals and associates?
4. Availability of personnel, facilities, equipment, and other resources:  
To what extent does the FSMC rely on in-house resources as opposed to contracted resources? Describe the depth, extent, scope, and availability of support personnel, including the amount of personnel representation, visitation, and coverage by the management team.
5. Are the availability of in-house and contract resources documented?
6. Qualification and experience of personnel:  
Documentation of experience in performing similar work by employees and when appropriate, sub-FSMCs.  
Documentation of oversight and mentoring of newer/inexperienced employees.
7. Description of FSMC training programs for employees, supervisors, and managers.
8. The FSMC shall have sufficient experience in operating on a "block lunch" schedule to ensure the smoothest, most efficient operation possible.
9. The demonstrated ability and experience of the FSMC to perform under the terms and conditions of the RFP.
10. Past performance at other **public high schools** in New Jersey.
11. The FSMC demonstrates a complete understanding of the District's food service program and its service requirements.
12. Does the FSMC's proposal demonstrate the ability and experience of the FSMC to perform under the terms and conditions of the RFP?
13. Does the FSMC document a record of the reliability of timely response?
14. Does the FSMC demonstrate a track record of reliable and competent service?
15. Does the FSMC document industry experience?
16. Does the FSMC have a record of moral integrity?
17. Has the past performance of the FSMC's proposed methodology been documented?
18. Does the FSMC's proposal reflect that the FSMC is well-versed in all applicable requirements and practices?

### **COST FACTORS — 34 Points**

1. The competitiveness of the FSMC administrative / management fee in relation to the services performed and the objectives of the District.
2. The competitiveness of the FSMC guaranteed profit while utilizing proper purchasing practices.
3. Proposed Price Schedule.  
The ability of the FSMC to provide a required uncapped guaranteed profit.
4. Does the FSMC have sufficient financial resources to meet its obligations?
5. How does the fee schedule compare to other similarly scored proposals?  
Full explanation: Are the price and its component charges adequately explained or documented?

### **SUBMISSION — 8 Points**

1. Submission of operating statement and all required forms.
2. The accuracy of data submitted to support the RFP.
3. Evidence of specified insurance coverage.
4. Submission of an executable contract utilizing the FSMC's approved prototype language.
5. No significance should be attributed to the order in which the above criteria are listed.

### **DOCUMENTS—Failure to Submit**

The respondent shall familiarize themselves with all forms provided by the Board that are to be returned with the proposal. All documents returned to the Board shall be signed with an original signature in ink (blue). Facsimile, rubber-stamped, electronic, or digital signatures are not acceptable

Loss of Points or Disqualification:

Failure to sign and return all required documents with the proposal package may not just result in a loss of evaluative points but may be cause for disqualification and for the entire proposal to be rejected pursuant to N.J.S.A. 18A:18A-2(y) (non-responsive).

The Board of Education reserves the right to disqualify any or all vendors pursuant to N.J.S.A. 18A:18A-4.5 (b), and/or N.J.S.A. 18A:18A-22, and to waive minor informalities or non-material exceptions, that may be in the best interest of the Board.

## **APPENDIX I 2024-2025**

### **REQUIRED COMPONENTS OF RFP**

We, the undersigned, agree to operate the food service management program as described in the quote specifications for the 2024-2025, 2025-2026, and 2026-2027 school years.

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

### **CHECKLIST OF REQUIRED COMPONENTS OF RFP**

#### **1. Executive Summary**

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

#### **2. Financial Information**

- Projected Annual Operating Statement (Form #23 attached). If a guarantee is included, describe conditions that would affect the guarantee. A limited guarantee is not permitted.
- We have made a physical inspection of all school facilities and have found all facilities and equipment to be satisfactory. If the facility is not found to be satisfactory, please attach a written explanation and recommendation.
- Transition Plan to take the District from the current program to FSMC's program. Any Equipment and/or facilities recommendations and costs.

#### **3. Company Profile & District Support**

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

#### **4. Client List**

- Client references list of present Districts served by the contractor in the State of New Jersey. (Client list indicating name, address, telephone number, and contact person.) Please include a list of a minimum of five public school districts in which the FSMC has worked in school food service for five consecutive years and a list of clients lost in the last two years.
- Provide examples of the scope of experience in school food service management.

#### **5. Staff Management & Development**

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

#### **6. Menu Development**

- A sample twenty-one (21) day menu cycle that must be implemented if the proposal is accepted.
- Schedule of all selling prices for meals and a la Carte.
- These prices would become the Price Schedule of the contract if the proposal were accepted. The a la carte selections will also include the portion sizes to be provided. These prices may be changed only after approval of the District.
- Policy regarding meals or refreshments at special school functions such as after-school meetings, evening parties, athletic programs, etc.
- Describe purchasing practices and quality standards.
- Describe how the FSMC will identify and report rebates, discounts, and credits that will be applied back to the District. What will be the frequency of the reporting of these discounts, rebates, or credits? Explain the position of FSMC on 7 CFR 210.21(i-vi) Procurement - Rebates, Discounts, and Credits



**7. Marketing & Merchandising**

- FSMC will describe merchandising and promotional programs and plans.

**8. Wellness & Nutrition Education**

- Description Definition of FSMC Nutrition Programs.
- Implementation of the NJ Nutrition/Wellness Policy.
- List FSMC Registered Dietitians who will work with the District.
- Describe the role of the FSMC with the District Wellness Committee.

**9. Communication & Customer Service**

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

**10. FSMC Standards & Procedures**

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

**11. Accounting**

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

**12. Point of Sale Systems**

- Describe your experience with Point of Sale Systems and any recommendations for LEA.

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

Authorized Agent \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

## Appendix II Rebates, Discounts, and Credits--FSMC Explanation

### Submit with Proposal

The FSMC shall **charge the DISTRICT only for costs** that are actual and allowable, **net of** all credits, discounts, rebates, and allowances.

The FSMC 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.

The determination of **allowable costs must be made in compliance** with the applicable USDA and program regulations and Office of Management and Budget Circular A-87.

The FSMC 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 credit**.

This information must be **reported monthly** but **no less frequently than annually**.

The FSMC must identify the location in the contract that indicates the frequency of reporting discounts, rebates, or credits.

The FSMC 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.

The FSMC must identify the location in the contract where the methods are specified.

The FSMC must **maintain documentation** of costs and discounts, rebates, and other applicable credits, and must **furnish** such documentation **upon request** to the DISTRICT, state agency, or USDA.

### COMPLETE THE FOLLOWING:

The FSMC must either: (Choose One)

- 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.

1. What is the frequency that this information will be reported by the FSMC?

---

2. Describe the specific method by which the information will be reported.

---

(Please attach additional pages if needed.)

3. Will the FSMC receive an Administrative Fee for its purchasing negotiations?

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

Authorized Agent \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Appendix III Cost Responsibilities**

<b>COST RESPONSIBILITIES</b>	<b>FSMC</b>	<b>DISTRICT</b>
FOOD PURCHASING	XXX	
PROCESSING AND PAYMENT OF INVOICES	XXX	
USDA ADMINISTRATIVE, PROCESSING, AND DELIVERY CHARGES	XXX	
<b>LABOR</b>		
EMPLOYEE BACKGROUND CHECKS, PHYSICALS & TB TESTING	XXX	
PREPARATION & PROCESSING OF PAYROLL, PAYMENT OF WAGES, AND PAYROLL TAXES OF MANAGEMENT & HOURLY EMPLOYEES	XXX	
FRINGE BENEFITS AND INSURANCE MANAGEMENT & HOURLY EMPLOYEES	XXX	
WORKER'S COMPENSATION FOR MANAGEMENT & HOURLY EMPLOYEES	XXX	
DINING ROOM SUPERVISION		XXX
FOOD SERVICE PERSONNEL SUPERVISION	XXX	
<b>OTHER DIRECT COSTS</b>		
TELEPHONE - LOCAL & LONG DISTANCE & INTERNET CONNECTIVITY; Mobile Cell		XXX
UNIFORMS & SLIP-RESISTANT SAFETY SHOES	XXX	
REMOVAL OF TRASH AND GARBAGE FROM KITCHEN		XXX
REMOVAL OF TRASH AND GARBAGE FROM DINING ROOMS		XXX
REPLACEMENT OF EXPENDABLE EQUIPMENT	XXX	
INSURANCE (GENERAL, PRODUCT, LIABILITY, ETC.)	XXX	
COST OF REPAIR AND REPLACEMENT OF CAPITAL EQUIPMENT		XXX
MAINTAIN LEASE VEHICLE, OPERATING EXPENSES, REPAIRS, GAS, OIL		XXX

<b>COST RESPONSIBILITIES CONTINUED</b>	<b>FSMC</b>	<b>DISTRICT</b>
TICKET PRINTING, IF APPLICABLE	XXX	
TRAVEL (LOCAL) - REQUIRED AS REQUESTED	XXX	
DISTRICT AUDITORS FEES		XXX
TRANSPORTATION OF MEALS, IF APPLICABLE		XXX
DELIVERY VEHICLE, IF APPLICABLE		XXX
PICK UP OF DONATED FOODS FROM N.J.D.A., IF APPLICABLE	N/A	
GARBAGE BAGS		XXX
PAPER SUPPLIES (TRAYS, FOIL, PLASTIC WRAP, ETC.), DISPOSABLES, AND CLEANING SUPPLIES	XXX	
MENU PREPARATION	XXX	
MENU PAPER AND DUPLICATION		XXX
POSTAGE	XXX	
HEALTH LICENSES / PERMITS	XXX	
PEST CONTROL/ EXTERMINATION SERVICES		XXX
UTILITIES		<b>XXX</b>
<b>CLEANING</b>		
CEILING, LIGHT FIXTURES, FANS		XXX
DISHWASHING	XXX	
EQUIPMENT USED FOR PREP.	XXX	
GREASE TRAPS & FILTERS		XXX
HOOD/VENTS INSIDE KITCHEN		XXX
KITCHEN FACILITY RESTROOMS		XXX
VENTS FROM HOODS TO OUTSIDE		XXX
WALLS, WINDOWS, BLINDS		XXX
FLOORS - KITCHEN		XXX
FLOORS IN THE SERVING COUNTER AREA		XXX
FLOORS - DINING ROOM		XXX
DINING ROOM - TABLE TOPS & CHAIRS		XXX
KITCHEN COUNTERS / WORK TABLES	XXX	
TRASH REMOVAL KITCHEN & DINING ROOM		XXX
TRASH REMOVAL FROM PREMISES		XXX
BREAKDOWN OF CARDBOARD BOXES	XXX	
COMPACTING OF CARDBOARD		XXX
RECYCLING		XXX

REQUIRES FIRST PAGE  
RESPONSE  
PROPOSED ANNUAL OPERATING  
STATEMENT  
With  
Required Components of  
Administrative/ Management Fee

Please submit using the NJ Department of  
Agriculture's Form #23

# NORTH HUNTERDON-VOORHEES REGIONAL HIGH SCHOOL DISTRICT

## GENERAL INFORMATION

The District anticipates **174** Lunch Service Days for the **2024-2025** School Year.

Each school year, the first serving day is in August.

Enrollment: The District anticipates the Enrollment to be for the **2024-2025** School Year

- 1349 students at North Hunterdon High School
- 855 students at Voorhees High School.

### ATTACHMENTS:

#### Audit

- Enterprise Fund Audit Operating Statement for 2022-2023
- Number of Serving Days in Audit year 174

#### Menus and Price Lists

- Menu
- Ala Carte Price list

#### Staffing

- The District does not employ food service personnel. The District currently contracts with Pomptonian Food Service Management of Fairfield, NJ to operate the non-state/Federal funded food service program. FSMC personnel are non-union.
- Staffing schedule with all employees listed by building with hours staffed and current hourly rates is available upon request.

#### Other

1. Serving Times for Meals:

School	Lunch Sessions	Times
North Hunterdon High School	2 lunches	10:40 — 11:04 a.m. 11:06 — 11:30 a.m.
Voorhees High School	2 lunches	10:40 — 11:04 a.m. 11:06 — 11:30 a.m.

2. [2024-2025 school year calendar](#) Note that students start in August each year.
3. Food Service Menu Specifications.

**North Hunterdon Regional High School District Food Service Menu Specifications:**  
 Traditional Menu Items Available at all schools, all *Lunches and Breakfast*

Dairy Products -----	Grade A
Fresh Eggs	USDA Grade A
Frozen Eggs	Must be USDA-inspected
Milk	Pasteurized Grade A, Hormone Free
Fruit/Fruit Juice	All fruit servings, including 100% fruit juice must be a minimum of 1/2 cup. Fresh fruit is offered daily at all meal periods. This may be in conjunction with canned fruit. Local and/or Jersey Fresh when available.
Vegetable	A minimum of two, 1/2 cup servings of vegetables is offered daily at all levels. One of the daily vegetable offerings at all levels is a garden salad served in 1-cup portions to constitute a full 1/2 cup vegetable component. Local and/or Jersey Fresh when available.
Canned Fruits or	USDA Grade A Choice or Fancy, light syrup or natural juice
Fresh Fruits and Vegetables	USDA No. 1 Grade Fancy, Local and/or Jersey Fresh when available.
Frozen Fruits or Vegetables	US Grade A Choice or Better -----
Breads, Rolls and Wraps	Delivered Fresh Daily
Bagels, Bakery Fresh	Delivered Fresh Daily, local
Beef	USDA Grade Choice or better, 80/20.
Poultry	USDA Grade A
Pork	USDA Grade A, Boiled Ham, Cooked, 97% Fat Free
Turkey	USDA, Grade A, Natural Choice All Natural Turkey Breast, whole muscle, no artificial ingredients. Turkey Ham 95% fat-free, both refrigerated, never frozen.
Deli Meat Specifications	Both High School's deli sandwiches and entrée salads contain a minimum of 4oz meat/meat alternate and are to be considered entrees/regular student selling price of a lunch meal.
Deli Meat Variety	Both High School's feature daily at a minimum: <ul style="list-style-type: none"> <li>• 3 pre-made deli sandwiches of Boar's Head Natural Turkey Breast, Turkey Ham, and an Italian Hero with or without Cheese.</li> <li>a Cheese Sandwich</li> <li>• 2 entrée salad varieties (Chef, Chicken Caesar, etc.)</li> </ul> The High School features 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. The minimum daily deli/salad bar options are as follows: ® 4 proteins (includes natural turkey and Whole Muscle chicken tenders and fillets)  ® 4 cheeses (American, Pepper Jack, Swiss, Provolone) Full Toppings bar/ Farm Stand
Chicken Specs	USDA Grade A All Grade Levels served chicken offerings (all varieties) contain a minimum of 2oz meat equivalent

Chicken Specs (cont'd)	chicken breasts and chicken fillets contain a minimum of 2 oz equivalent; chicken tenders, nuggets, grillers, and fillets all contain a minimum of 2 oz meat equivalent. All products are minimally processed and whole-muscle chicken.
Pizza Variety	Both High Schools offer a daily pizza station of at least two varieties: traditional pizza, not whole grain, and local pizzeria.
Seafood	Top Grade, frozen fish is a nationally distributed brand, packed under continuous inspection by USDA.
Condiments / Portion Control Condiments	All Grade Levels: 1.5 oz cups, Ken's: Honey Mustard, Caesar, Italian, French, and Ranch Dressings, 1 oz cup Bull's Eye Bar B Q Sauce, Hellmann's Chipotle Sauce
Theme Meal / Action stations / Promotions / Giveaways	Theme Meals and Action Stations are offered once per month: omelets made to order, Belgian Waffles, Burrito Bars, Fresh Pasta, Sushi, Smoothie, BBQ Day