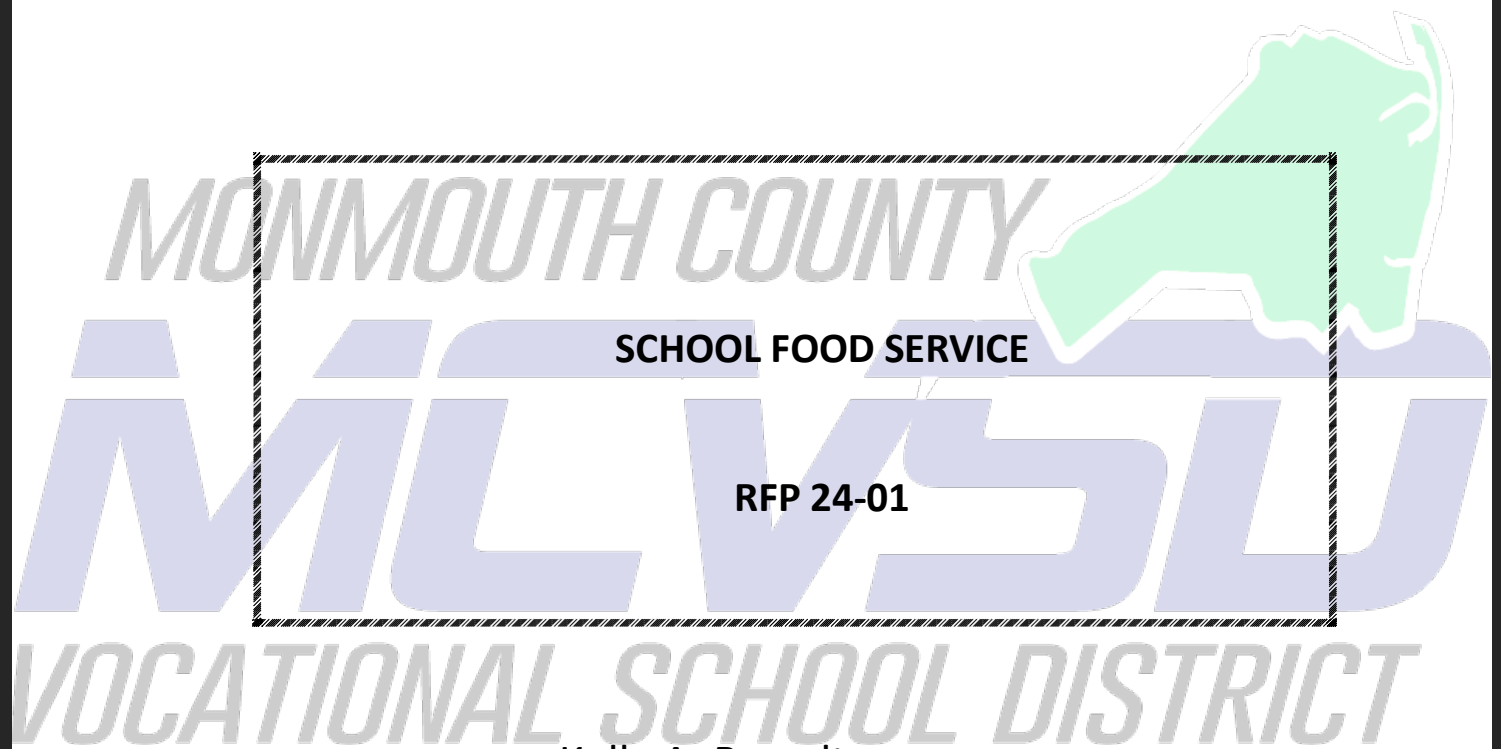


**MONMOUTH COUNTY VOCATIONAL SCHOOL DISTRICT
FREEHOLD, NEW JERSEY 07728**

**REQUEST FOR PROPOSAL
(RFP)**



Kelly A. Brazelton

School Business Administrator/Board Secretary

Submission Date:

Wednesday, MAY 3, 2023
2:00 P.M.

**MONMOUTH COUNTY VOCATIONAL SCHOOL DISTRICT
FREEHOLD, NEW JERSEY 07728**

Legal Advertisement

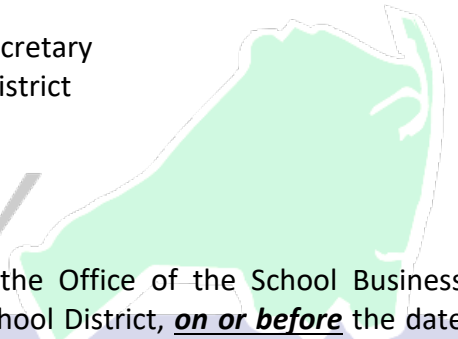
Request for Proposals

The Monmouth County Vocational School District hereby advertises for competitive proposals for

RFP 24-01

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

Kelly A. Brazelton
School Business Administrator/Board Secretary
Monmouth County Vocational School District
4000 Kozloski Road
Freehold, New Jersey 07728
Email: kbrazelton@ctemc.org



RFPs must be submitted in a sealed envelope and delivered to the Office of the School Business Administrator/ Board Secretary of Monmouth County Vocational School District, ***on or before*** the date and time indicated below. The envelope is to bear the following information:

Title: **SCHOOL FOOD SERVICE**
RFP No.: **RFP 24-01**
Name and Address Respondent
RFP Due Date: **Wednesday, MAY 3, 2023**
RFP Deadline Time: **2:00 p.m.**

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.

The Board of Education reserves the right to reject any proposals, pursuant to N.J.S.A. 18A:18A-2(s), (t), (x), (y), N.J.S.A. 18A:18A-4(a-c), and 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.

ETHICS IN PURCHASING

Statement to Vendors

SCHOOL DISTRICT RESPONSIBILITY

Recommendation of Purchases

It is the desire of the Board of Education 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.

Kelly A. Brazelton

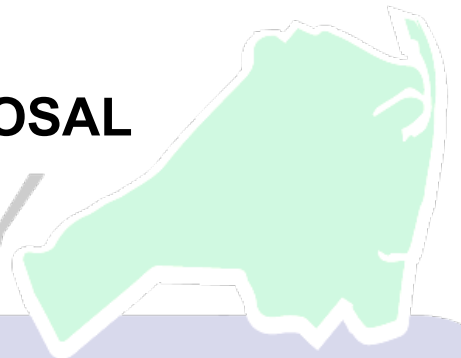
School Business Administrator/Board Secretary

MONMOUTH COUNTY VOCATIONAL SCHOOL DISTRICT



REQUEST FOR PROPOSAL

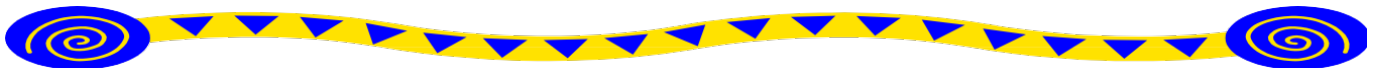
MONMOUTH COUNTY



**GENERAL
SPECIFICATIONS**

MICVSD

VOCATIONAL SCHOOL DISTRICT



Kelly A. Brazelton
School Business Administrator/Board Secretary

The Monmouth County Vocational School District Monmouth County Vocational School District is requesting proposals for the full operation and management of the School Food Service program at the following locations:

Academy of Allied Health & Science	2325 Heck Ave, Neptune City, NJ 07753
Academy of Law & Public Safety	255 West End Ave, Long Branch, NJ 07740
Biotechnology High School	5000 Kozloski Rd, Freehold, NJ 07728
Communications High School	1740 New Bedford Rd, Wall Township, NJ 07719
High Technology High School	765 Newman Springs Rd, Lincroft, NJ 07738
Marine Academy of Science and Technology (MAST)	305 MAST Way, Highlands, NJ 07732

These locations **DO NOT** participate in the National School Lunch Program.

PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The purpose of this request is to provide for a full operation school food service program for schools in the Monmouth County Vocational School District, herein after known as the School Food Authority (SFA). Academy of Allied Health & Science (AAHS), Academy of Law and Public Safety (ALPS), Biotechnology High School (BTHS), Communications High School (CHS), High Technology High Schools (HTHS), Marine Academy of Science and Technology (MAST), in the Monmouth County Vocational School District serving high school students in grades 9 through 12. The Food Service Management Company (FSMC) will assume responsibility for the efficient management of the food service program at AAHS, ALPS, BTHS, CHS, HTHS, MAST, including purchasing, receiving, storing, setting up cafeteria lines, counter service, clean up, sanitation, training, hiring and supervising personnel, and presenting food in a way to create optimum student participation.

The organization or individual responding to this request will be referred to as the FSMC and the contract will be between the FSMC and the SFA.

The personnel employed by the FSMC are the sole responsibility of the FSMC, not employees of the Board. Personnel issues are to be managed by the FSMC with FSMC assuming complete liability for all employment practices unless otherwise indicated in writing by the Board of Education.

All proposals shall be valid and may not be withdrawn for sixty (60) days after submission.

ADMINISTRATIVE GUIDANCE

The information provided herein is intended to assist FSMCs in the preparation of proposals necessary to properly respond to this Request for Proposal. The RFP is designed to provide interested FSMCs with sufficient basic information to submit proposals meeting the SFA’s requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data therefrom.

Interested FSMCs are expected to fully inform themselves as to conditions, requirements and specifications before submitting a proposal. It is the responsibility of the FSMC to visit the location where food is being prepared and served.

You must call and email (please also copy K. Brazelton kbrazelton@ctemc.org) the Principal to arrange a date and time.

Inspection of the site on the following dates: April 17-21

School	Principal	Contact Info	Dates	Times
Academy of Allied Health & Science	Paul Mucciarone	pmucciarone@ctemc.org 732-775-0058	Any day April 17-21	Lunch periods 10:30-11:30 or anytime before or after
Academy of Law & Public Safety	Joe Diver	jddiver@ctemc.org 732-229-2446	Any day April 17-21	10:45-11:14 lunch or any time during the school day
Biotechnology High School	Sharon Bryant	sbryant@ctemc.org 732-431-7208	4/17 4/18 4/20 4/21	Lunch periods: 10:25-11:25 11:25-3 11:25-3 8am-3pm 8am-3pm
Communications High School	James Gleason	jgleason@ctemc.org 732-681-1010	4/17 4/18	Lunch periods: 10:30-11:30 1pm-3pm 1pm-3pm
High Technology High School	Teresa Hough	though@ctemc.org 732-842-8444	Any day April 17-21	Lunch period 11:02-12:02 or anytime before or after
Marine Academy of Science and Technology (MAST)	Earl Moore	emoore@ctemc.org 732-291-0995	Any day April 17-21	Lunch period or anytime after 2pm

TERM OF CONTRACT

Contract will be for a period of one year, beginning July 1, 2023 or as soon thereafter as is agreeable to both parties, through June 30, 2024 with the option for four additional one-year renewals, [7 CFR 210.16(d)]. The SFA or FSMC may terminate the contract, with or without cause, by giving 60 days written notice.

CONSIDERATION OF PROPOSALS

The Board may award a contract based upon the initial proposals received without discussion of such proposals. Accordingly, each proposal should be submitted with the most favorable price and service standpoint. The Board reserves the right to contract with a supplier for reasons other than lowest price or cost. Proposals will be evaluated for menu selection, client list, availability, staffing, creativity and cost. The Board reserves the right to reject any and all proposals received.

FSMC OUALIFICATIONS

The intent of this Request for Proposal is to provide the operation of a food service program at AAHS, ALPS, BTHS, CHS, HTHS, MAST. The following qualifications must be satisfied at a minimum for a company to be considered:

- 1) The FSMC must be registered with the New Jersey State Department of Agriculture, School Nutrition Programs for the 2023-24 school year. If not, they must be willing to register with the New Jersey Department of Agriculture, Division of Food and Nutrition online at www.nj.gov/agriculture/applic/forms/#5 prior to the start of the contract.
- 2) The FSMC must provide a part-time on-site Food Service Director. The FSMC is required to submit the resume of their prospective director with the proposal. The proposed candidate should meet the following minimum requirements.
 - a) Must demonstrate experience in school food service management field of similar size and scope.
 - b) The proposed director’s sole responsibility will be to plan, organize, delegate, and control the food service program for the benefit of the students and staff members at this location.
 - c) The proposed director must have excellent communication skills, both written and verbal.
 - d) The SFA reserves the right to interview the prospective director identified in the proposal.
- 3) The FSMC must have experience in the school food services field in the areas of: nutrition, nutrient menu planning, on-site production, quality control, employee supervision and training, and on-site marketing.
- 4) The FSMC must be registered with the NJ Department of Treasury, Division of Revenue. The Business Registration Certificate must be attached to the proposal pursuant to P.L. 2004 C.57(N.J.S.A. 52:32-44)
- 5) **It is the responsibility of the FSMC to tour the facility prior to delivery of their proposal. Inspection of the site should be arranged through:**

School	Principal	Contact Info	Dates	Times
Academy of Allied Health & Science	Paul Mucciarone	pmucciarone@ctemc.org 732-775-0058	Any day April 17-21	Lunch periods 10:30-11:30 or anytime before or after
Academy of Law & Public Safety	Joe Diver	jdiver@ctemc.org 732-229-2446	Any day April 17-21	10:45-11:14 lunch or any time during

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SELECTION CRITERIA

It is the intent of the SFA to accept the proposal that will best promote the public interest and is most advantageous to the SFA. Proposals will be evaluated by weighted criteria (on a scale of 1-5 with 5 as the best and 1 as the worst) based upon the importance to the SFA. A team of individuals will score the criteria and the total scores will be averaged to compare all responsive proposals. While price alone is not the sole basis for award, price remains a primary consideration when awarding a contract under the competitive proposal method. Using the evaluation and scoring criteria, the contract will be awarded to the most responsible FSMC whose proposal is most advantageous to the SFA, price and other factors considered.

Evaluation Criterion	Weighting Factor	Points
Projected Operating Results as per the Response and Projected Operating Statement (Form 23). The forecasted bottom-line/guarantee ensures the SFA will have a no cost operation.	10%	1 to 5
The economic efficiency of the proposal includes a guarantee that is not limited to the amount of the FSMC's fee(s).	10%	1 to 5
FSMC should have a history of delivering on their financial commitments/guarantee.	10%	1 to 5
The Quality of the program: Evidence that the FSMC utilizes high quality products in the production of menu items.	10%	1 to 5

Professional references and record of performance, and the demonstration of having a complete understanding of the program and service requirements.	10%	1 to 5
Corporate Support: Evidence of corporate capability and experience as measured by performance records, years in the industry, number of school districts served, the FSMC organizational chart, and the ability to meet financial targets is provided.	10%	1 to 5
Local Presence: Evidence of the FSMC's ability to provide local support to the on-site personnel.	2%	1 to 5
Variety indicated in the sample 21-day menu.	10%	1 to 5
Healthy Choices/Providing Nutrition: Evidence of successful communication systems and strategies to engage students and community in nutrition/wellness initiatives.	10%	1 to 5
Food Concepts/Marketing Themes: The FSMC has demonstrated experience in marketing, public relations, and community outreach.	3%	1 to 5
Proposed Management: The qualifications and experience of the proposed management personnel to be assigned to the SFA's program.	3%	1 to 5
Training Programs: Evidence of training programs for both managements and hourly food service employees. The FSMC has a comprehensive food handling, housekeeping, and sanitation program.	2%	1 to 5
The FSMC should have a demonstrated experience in developing and operating an economically efficient program of similar size and scope.	10%	1 to 5
TOTAL	100%	

OBJECTIVES OF THE DISTRICT

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

1. To provide an appealing and nutritionally sound food service program for students as economically as possible. An important goal of the Board is to maximize participation.
2. To maximize student interest and participation by seeking customer input, implementing menu variations and merchandising techniques, and by good communications with all interest groups.
3. To apply the best professional efforts to keep the cost of service within budget.
4. To keep the District apprised of legislation which may impact the food services.
5. To make periodic recommendations regarding operational and/or equipment needs which the Board may adopt, partially adopt, or abandon.
6. To work with the SFA to maintain the Wellness Policy, Food Service Bio-Security Policy and HACCP Plan.

SPECIFICATIONS

The SFA does not participate in the National School Lunch Program. Healthy a la carte options are encouraged in addition to full menu option(s). The FSMC will only be providing a lunch program at AAHS, ALPS, BTHS, CHS, HTHS, MAST. Lunch is one period.

School	Breakfast	Lunch Period(s)	Approximate Students
AAHS	N/A	10:30-11:00 and 11:00-11:30	150 students in each period
ALPS	N/A	10:45-11:14	80
BTHS	N/A	10:25-11:25	317
CHS	N/A	10:30-11:30	320
HTHS	N/A	11:02-12:02 Freshman and Sophmores eat in MPR, Juniors in Research Wing Lobby and Seniors eat in Senior Commons. *Sophmores, Juniors and Seniors have the option to purchase and eat at Brookdale’s Cafeteria as well	290 Freshman& Sophmores 150 Juniors 70 Seniors 70
MAST	7:10am-7:45 am	10:59-11:59	265

** Please note that CHS, BTHS, MAST have full operational kitchens. AAHS, HTHS do not and ALPS has some equipment in those buildings.

The SFA expects pricing to be based on a fixed cost price plus a la carte. The SFA will reimburse the FSMC for meals that qualify for free or reduced pricing. The contract shall include all required provisions contained in Article I of the Food Service Management Company Prototype Contract Language, School Year 2023-24, as approved by the NJ Department of Agriculture, (see attachment).

SFA AND MANAGEMENT COMPANY RESPONSIBILITIES

Terms of the actual agreement with the successful FSMC will be developed through negotiation and shall be consistent with the SFA and FSMC responsibilities as follows:

SFA Responsibilities:

1. The SFA shall be responsible for any losses which may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC.
2. The SFA will provide a physical inventory of supplies and equipment available for use by the FSMC.
3. The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the District premises.
4. The SFA shall furnish and install any equipment or make any structural changes needed to comply with federal, state and local laws.
5. The SFA shall be responsible for repairs to all permanent fixtures such as faucets, lights, sewers, air conditioning, heating vents, hoods and all other electrical work.
6. The SFA shall furnish at its expense, space, light, heat, power, hot and cold water and other utilities as are necessary for the operating of the food services to be furnished hereunder.
7. The SFA 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.

8. The SFA may request additional food service programs of the FSMC.
9. The SFA shall have unlimited access to all areas used by the FSMC for purposes of inspections and audits.
10. The SFA shall remove all garbage and trash from the designated areas.
11. The SFA shall be responsible for painting within the kitchen and dining areas.
12. The SFA shall be responsible for routine cleaning and periodic buffing and waxing of dining room. Routine cleaning of the kitchen area during lunch hours is the responsibility of the FSMC. Walls, ceilings, windows, blinds, ducts, and hoods above the filter lines will also be maintained by the District on a periodic basis.
13. The SFA shall make available sanitary toilet facilities for the employees of the FSMC.
14. The SFA shall identify all students eligible for free and reduced priced meals and will reimburse the FSMC monthly, for the cost of meals, at a rate to be negotiated. Records must be maintained daily and available for inspection.

FSMC RESPONSIBILITIES

1. The FSMC shall insure that all food preparation and serving equipment owned by the SFA shall remain on the premises of the SFA.
2. The FSMC shall notify the SFA of any equipment belonging to them on SFA 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.
4. The FSMC shall account for all equipment and make every effort to protect it from pilferage or destruction.
5. The FSMC shall operate and care for all equipment and food service areas including daily sweeping and mopping of kitchen floors and; wiping of tile/walls to eye level in a clean, safe and healthy condition in accordance with standards acceptable to the District and comply with all federal, state, and local authorities.
6. The FSMC shall place garbage and trash in designated trash receptacles within the kitchen. Trash in the kitchen area and student cafeteria dining area will be taken to the dumpster by the District. The FSMC is responsible to break down empty cartons and the District will dispose of them.
7. The FSMC shall clean the kitchen area and snack bar area, including but not limited to the cooking equipment, sinks, counter, tables, refrigerators, freezers, and utensils.
8. The FSMC shall comply with all local and state sanitation requirements in the preparation of food.
9. The FSMC shall maintain safety programs for employees as required.
10. 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.

INSURANCE

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. A certificate of insurance indicating these amounts must be submitted as part of this proposal.

1. COMPREHENSIVE GENERAL LIABILITY
\$1,000,000 Each Occurrence; \$2,000,000 Aggregate
2. AUTOMOBILE LIABILITY
\$1,000,000 Each Accident, include hired and non-owned auto liability

3. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY

- a. Worker's Compensation - Statutory
- b. Employer's Liability - \$1,000,000

4. UMBRELLA POLICY

An umbrella policy will be carried by the FSMC for an additional \$8,000,000 to increase the **total aggregate coverage to \$10,000,000** to protect the SFA. The umbrella policy shall apply as primary coverage before any other insurance to the General Liability, Auto Liability, Worker's Compensation, and Employer's Liability policies.

The SFA shall be named an additional insured on all required insurance policies.

The contract of insurance shall provide for notice to the SFA of cancellation of insurance policies thirty (30) days before such cancellation to take effect.

A Certificate of Insurance of FSMC's insurance coverage shall be furnished to the SFA as part of this response.

PERSONNEL

- 1. The FSMC is responsible for the hiring of personnel, including substitute workers.
- 2. The FSMC shall have the sole responsibility to compensate its employees, including all applicable taxes, insurance, and worker's compensation.
- 3. The FSMC shall comply with all wage and hours of employment requirements of federal and state law.
- 4. The FSMC shall comply with criminal background check/fingerprint regulations required by law for all new hires.
- 5. The FSMC shall comply with all "I-9" regulations.
- 6. The FSMC shall comply with employee health regulations, i.e. TB test.
- 7. The FSMC shall comply with Title VI of the Civil Rights Act of 1964 and the regulations of the United States Department of Agriculture issued thereunder and any additions or amendments thereto. Respondents will certify by signing the RFP forms that the FSMC is in compliance.
- 8. The FSMC shall instruct its employees to abide by the policies, rules and regulations, with respect to its use of District premises as established by the District from time to time and which are furnished in writing to the FSMC.
- 9. The District may require, in writing, the removal of an employee of the FSMC who violates health requirements or conducts himself/herself in a manner which is detrimental to the physical, mental, or moral well-being of students, staff, and faculty. The FSMC shall adhere to state regulations in screening prospective employees.
- 10. In the event of the removal or suspension of any such employee, the FSMC shall immediately restructure its staff without disruption in service.
- 11. All food service personnel shall be instructed on the use of all emergency procedures, and fire and safety devices in the kitchen and cafeteria areas.
- 12. The use of student workers is prohibited without prior District approval.
- 13. The SFA shall maintain applicable health certification and assure that all State and local regulations are being met by the FSMC, [7 CFR 210.16(a) (7)]

FREE AND REDUCED MEAL POLICY

The FSMC will be responsible for implementing policies covering free and reduced price meals for those students designated by the District as meeting federal and state agency requirements for those programs. The SFA will periodically review free and reduced-price meal applications and provide the FSMC with current lists of those students eligible for free and reduced-price meals. [1] [SEP]

The FSMC shall comply with the requirements of the SFA's Free and Reduced Policy Statement and applicable state and local laws. In order to operate an a la carte food service, the FSMC agrees to offer free, reduced price and full price meals to all eligible children.

The FSMC shall, at the direction of the SFA, offer lunch meals at no cost or at a reduced price to eligible students. These meals should meet the meal pattern requirement of the Child Nutrition Program. Students may select any three, four, or all five of the meal components offered as a meal. These meals shall be served in a manner to prevent the overt identification of the student's pay status.

All meals served to the eligible students shall be tracked daily and reported monthly to the SFA. All FSMCs shall include the methodology they propose for managing and reporting free and reduced-price meals.

The SFA is responsible to provide a written policy on how the FSMC should handle children who wish to receive a meal, do not qualify for a funded meal, and do not have the money to pay for the meal that day.

The SFA will provide a Wellness Policy.

FEDERAL GUIDELINES FOR INCOME AND EXPENDITURES

1. All claims and demands submitted by the FSMC must state that the articles have been furnished or services rendered before payment can be made to the FSMC from the SFA's general operating account. N.J.S.A. 18A: 19-3
2. All claims submitted by the FSMC must include a detailed description of the goods, supplies, service or other items being submitted for reimbursement. N.J.S.A. 18A: 19-2
3. Loans and advances from the Board to a FSMC are prohibited. N.J.S.A. 18A: 19-3

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. Government Inspected
Poultry	USDA Inspected
<hr/>	
Canned Fruit & Vegetables	U.S. Grade A Choice
Fresh Fruit & Vegetables	U.S. No. 1 Grade
Beef (Cattleman's or Equivalent)	

Breaded Chicken: All Natural (Pautaxent or Equivalent)

Deli Meat used shall be Boar's Head Brand or Equivalent

The use of Styrofoam is prohibited.

PROCUREMENT, STORAGE, AND INVENTORY OF FOOD AND SUPPLIES

Ownership of beginning and ending inventories of supplies shall remain with the District. All procurement of food, supplies, goods, and other services must comply with the cost principles in 2 CFR 400, the procurement standards prescribed in the Uniform Administrative Requirements for Grants and Agreements with institutions of Higher Education, Hospitals, and Other Non-Profit Organizations located at 2 CFR 200.317-200.326, and all applicable regulations found in 7 CFR Parts 210, 220, 245 and 250.

The FSMC and the SFA shall inventory the equipment and foods owned by the SFA at the beginning of the contract year, including but not limited to flatware, trays, chinaware, glassware, kitchen utensils, cleaning, supplies, and food. At the termination of the contract, both the FSMC and the SFA shall inventory the equipment and foods to reconcile the differences in quantities and values pursuant to this RFP.

MENUS

A 21-day menu for high school shall be included with each proposal. The successful FSMC must adhere to the menu for the first 21 days of meal service. Successive menus must offer the same level of quality, variety, and nutritional value as the first 21-day proposed menu, unless discussed with the Principal at least 10 days before implementing. The FSMC shall provide, upon request by the District, menus to be reviewed by the District.

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 SFA for each food component specified in 7 CFR 210.10 (the School Lunch Pattern), or do not otherwise meet the requirements of the contract. [7 CFR 210.16(c) (3)].

FSMC shall comply with the Buy American Act, 41 U.S.C. section 8301 et seq., which requires the purchase of only products that are produced in the United States, and **shall, to the maximum extent practicable, provide domestic commodities** or products to the SFA in the fulfillment of this contract. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. (7 C.F.R. 210.21 (d)). Vendor will be required to maintain records detailing commodity and product origin and to provide certification of such for all products provided to the SFA upon request.

The FSMC shall comply with the nutrition standards for competitive foods in 7 CFR §§ 210.11 and 220.12, as amended.

ACCOUNTING SYSTEMS AND RECORDS

1. The FSMC shall assume accountability and responsibility for:
 - a. Daily bookkeeping and recording functions.
 - b. Monthly Profit and Loss Statements
 - c. Annual Budgeting
 - d. Cost and Inventory Controls

- e. Organization and preparation of records for annual inspection by the District.
2. The FSMC will provide monthly and other reports to the District which describe operating costs and related statistical information.
3. Records of the FSMC pertaining to the school feeding operating shall be available to the District for a period of 3 years from the end of the fiscal year to which they pertain, for inspection and audit by either state or federal representatives and auditors.
4. Within 10 business days after the close of each month, the FSMC must provide a report to the Business Administrator listing gross receipts by day of operation and approximate levels of participation, i.e. the number of students buying lunch and/or breakfast, and an invoice for reimbursement.
5. The FSMC shall maintain all documentation related to products, transactions or services under the 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)].

COMMUNICATIONS AND MEETINGS

The FSMC shall provide time to attend food service advisory committee meeting with students, parents, teachers, and other such representatives of the District as may be deemed appropriate.

LICENSES, FEES, 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 maintain applicable health certifications.

SPECIAL AND GENERAL CONDITIONS

1. 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.
2. The FSMC shall adhere to all applicable laws, and all related regulations prescribed by the Federal Government, State of New Jersey, and the local municipality.
3. No alterations, changes, or improvements shall be made to the facilities 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.

RENTAL OF FACILITIES FOR COMMUNITY USE

The District retains the right to rent or donate food service facilities during non-school hours or weekends, provided that such activity does not interfere with the normal food service operation. When such functions take place, the District may require that a member(s) of the food service staff be on duty to assure the safe use of District-owned equipment and/or to provide access to the facilities. The District shall return the facilities and equipment to the FSMC in the same condition as received, normal wear and tear excepted.

SUB CONTRACTS

The Board of Education will recognize only the successful bidder for the proper execution of the entire work under the contract. No sub-contractor will be allowed to perform any work without the express permission of the Board of Education.

PROPOSED PERSONNEL SCHEDULE

Bidders are required to submit with their bids a proposed daily staffing schedule of food service employees. The staffing schedule will include a daily listing of employee by position description, and the daily hours scheduled to work for each employee.

EMPLOYMENT OF LABOR

Each contractor shall pay such rates of wages prevailing as well as keep the job free from labor troubles, and shall comply with the provisions of the N.J. Prevailing Wage Act, Chapter 150 of the laws of 1963 and Executive Order 11246. "Equal Employment Opportunity" as amended and supplemented. The FSMC must provide a copy of the State Department of Labor certificate insuring prevailing wages will be adhered to.

The FSMC shall be responsible for the professional development and annual training of their staff in order to comply with the School Nutrition Program continuing education and training standards requirements. [7 CFR 210.30]

Equal Employment and Affirmative Action: The FSMC will comply with all applicable federal Equal Employment Opportunity standards and orders under 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor and Executive Order 11246, as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity.

Civil Rights Assurance: The FSMC hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), the Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq.); all provisions required by the implementing regulations of the Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the FSMC receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By accepting this assurance, the FSMC agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized SFA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the FSA shall have the right to seek judicial enforcement of this assurance. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the FSMC.

Non-Discrimination Statement: The Monmouth County Vocational School District does not discriminate on the basis of race, creed, color, national origin, ancestry, nationality, marital or domestic partnership or civil union status, sex, pregnancy, gender identity or expression, affectional or sexual orientation, reprisal or retaliation for prior civil rights activity, religion, age, disability, or socioeconomic status.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information

may be made available in languages other than English.

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 SFA and/or FSMC to the penalties described in 7 CFR 3021.510.

ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the specifications will be made to any bidder orally. Every request for such interpretations should be in writing to Kelly Brazelton, Business Administrator/Board Secretary of Monmouth County Vocational School District. In order to be given consideration, each request must be received at least three days prior to the date fixed for the opening of proposal. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the instructions, which if issued, will be emailed, faxed or mailed to all prospective bidders (at the respective addresses furnished for such purpose) not later than three days prior to the date fixed for the opening of the bids. Failure of any bidder to receive any obligation or interpretation shall not relieve any bidder from any obligation under his bid submitted. All addenda so issued shall become part of the contract document.

PROPOSAL FORMAT AND CONTENTS

Proposals must be concise and in outline format. Pertinent supplemental information should be referenced and included as exhibits. All proposals must be organized to comply with the following section.

Letter Of Transmittal

1. Introduction to the Management Company
2. Name, address and telephone number of the person to be contacted along with _____ others who are authorized to represent the company
3. An expression of the Company's ability to meet the requirements of the RFP
4. Any other information not contained in the proposal

Executive Summary

1. Briefly describe the approach to the proposal and clearly indicate any options, _____ guarantees of performance or alternatives.
2. Clearly state the district's cost for any management fees to be charged.
3. Indicate any major requirements of the RFP that can not be met by the FSMC.
4. Highlight the major features of the proposal and identify any supporting information contained in the proposal.

Corporate Profile

1. Describe the FSMC's experience as managers and consultants of food service operations in general and in public schools.
2. List similar operations where you are operating school district or corporate food service programs and include client contact, phone number, scope of service provided

Support Services

1. Include profiles of support personnel who will assist the resident food service director and how your company will ensure the best performance.
2. Include company organization chart including all positions that will assist in the support of the districts food service program.

Personnel Management

1. Describe the qualifications of the proposed Director and other on site personnel.

Menu Development

1. Describe your philosophy with regards to menu development.
2. Provide a lunch menu for 21 days for all locations.
3. Provide a price and portion listing for all products to be sold or offered.
4. What is your philosophy and plans regarding involvement of students, teachers, building administrators and parents in program evaluation menu development?

Quality Assurance

1. Food Quality
2. Sanitation Practices
3. Safety Practices

Accounting and Reporting Systems

1. List the manner in which you will submit monthly participation reports and detailed invoices for monthly reimbursement to the District.
2. Describe the record keeping software to be used.

Proprietary Information

1. FSMC's are requested to mark any specific information contained in their proposals which is not to be disclosed to the public or used for purposes than the evaluation of the proposals. Pricing elements of the proposals submitted will not be considered proprietary.

COST RESPONSIBILITIES

FOOD	FOOD SERVICE MANAGEMENT VENDOR	DISTRICT
PROCESSING OF INVOICES	X	
PAYMENT OF INVOICES	X	
LABOR		
CRIMINAL BACKGROUND CHECKS	X	
PAYMENT OF WAGES FOR EMPLOYEES	X	
PAYROLL TAXES	X	
FRINGE BENEFITS AND INSURANCE FOR EMPLOYEES	X	
PREPARATION OF EMPLOYEES PAYROLL	X	
PROCESSING OF EMPLOYEES PAYROLL	X	
WORKER'S COMPENSATION FOR EMPLOYEES	X	
EMPLOYEE PHYSICALS	X	
DINING ROOM SUPERVISION		X
FOOD SERVICE PERSONNEL ISSUES	X	
ADDITIONAL ITEMS		
CHINA/SILVER/GLASSWARE - ORIGINAL PURCHASE TO INVENTORY LEVEL REQUIRED FOR OPERATION	X-bill back to District	
CHINA/SILVER/GLASSWARE -	X-bill back to District	
REMOVAL OF TRASH AND GARBAGE FROM KITCHEN	X	
REMOVAL OF TRASH AND GARBAGE FROM DINING ROOMS		X
REPLACEMENT OF EXPENDABLE EQUIPMENT		X
INSURANCE'S LIABILITY	X	
COST OF REPAIRING EQUIPMENT		X
REPLACEMENT CHINA/GLASSWARE/SILVERWARE DURING OPERATION		X
UNIFORMS	X	
TICKET PRINTING	X	
SUPPLIES		
GARBAGE BAGS PROVIDED BY		X
DETERGENT AND CSFANING SUPPLIES	X	
PAPER SUPPLIES	X	
MENU PAPER AND PRINTING		X
POSTAGE	X	
TAXES/LICENSES/PERMITS	X	

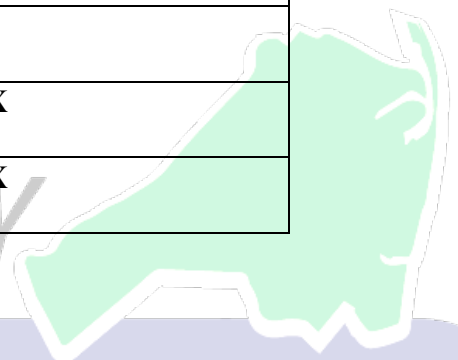
PEST CONTROL/EXTERMINATION SERVICES		X
UTILITIES		X
CEILING, LIGHT FIXTURES		X
DISHWASHING	X	
EQUIPMENT USED FOR PREP.	X	
HOOD/VENTS INSIDE KITCHEN		X
REST ROOMS		X
VENTS FROM HOODS TO OUTSIDE		X
WALLS, WINDOWS, BLINDS		X
FLOORS - KITCHEN	X(during meals)	X
FLOORS IN SERVING COUNTER AREA	X(during meals)	X
KITCHEN COUNTERS/WORK TABLES	X	
TRASH REMOVAL FROM KITCHEN	X(during meals)	X
TRASH REMOVAL FROM SCHOOL PROPERTY		X

APPENDIX II

School calendar for 2023-2024

APPENDIX III

Wellness Policy



MONMOUTH COUNTY VOCATIONAL SCHOOL DISTRICT

Request for Proposal (RFP)

SCHOOL FOOD SERVICE

Instructions for Respondents

PROPOSALS ARE

TO BE SUBMITTED TO:

Kelly A. Brazelton
School Business Administrator/Board Secretary
Monmouth County Vocational School District
4000 Kozloski Road
Freehold, New Jersey 07728

BY: **2:00 p.m.** PREVAILING TIME

ON: **Wednesday, MAY 3, 2023**

Proposals are to be submitted in a sealed envelope and may be submitted by mail, delivery service or in person.

Proposals must be placed in a *sealed* envelope/package and clearly marked with the **SCHOOL FOOD SERVICE** 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 requires one original and one duplicate copy of the proposal package.

Envelope Label Information

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

Title: SCHOOL FOOD SERVICE
RFP Number: RFP 24-01
Name and Address Respondent
RFP Due Date: Wednesday, MAY 3, 2023
RFP Deadline Time: 2:00 p.m.

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

The Board of Education does not accept electronic (e-mail) submission of bids or proposals at this time.

1. AFFIRMATIVE ACTION—EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC SCHOOLS

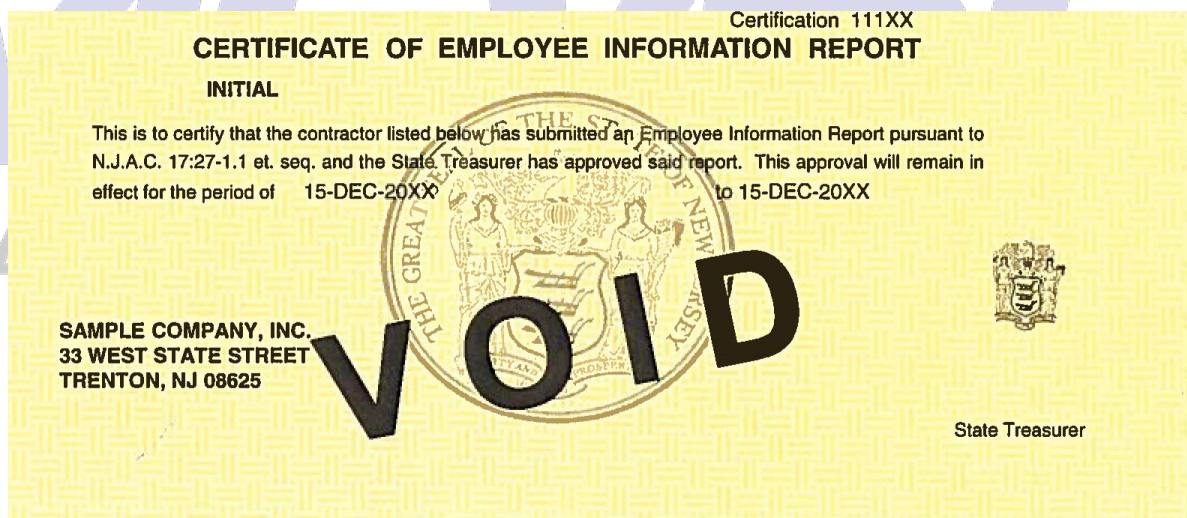
Each company shall submit to the Board of Education, after notification of award, but prior to execution of a goods and services contract, one of the following three (3) documents:

- 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 submission of 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** to submit with their response, a copy of their firm's Certificate of Employee Information Report. Failure to submit the Certificate or other required documents prior to the execution or award of 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 PROVIDER

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. The district shall provide to the contracted service provider 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 the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees:

- 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](#) (C.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 have a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Request of the Board of Education

All bidders or companies providing responses for requested 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 contract will result in the rejection of the proposal.

Subcontractors

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

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

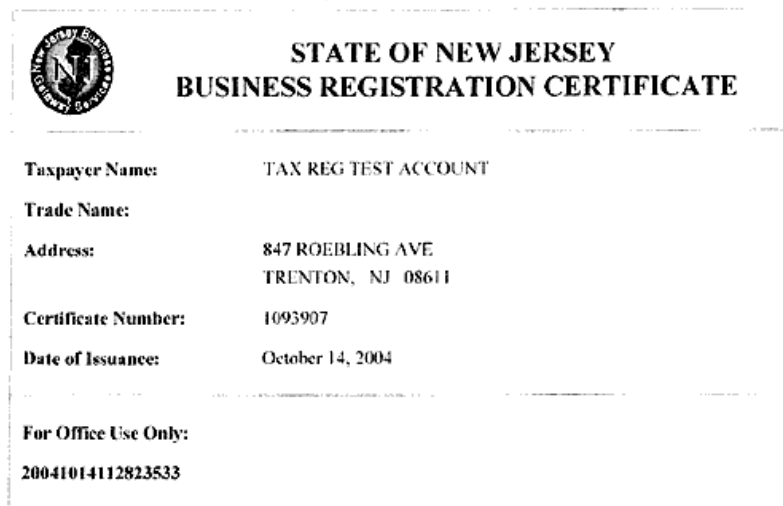
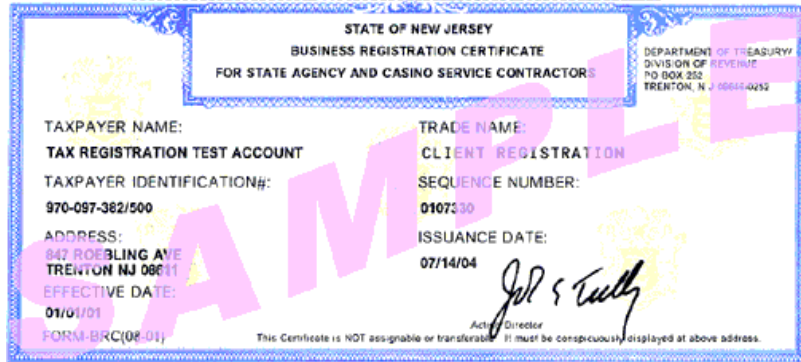
During the course of contract performance:

1. The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
2. The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
3. 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.

Before final payment is made under the contract, the contractor shall submit to the board, 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.



Sample Business Registration Certificates

8. CERTIFICATE (CONSENT) OF SURETY **REQUIRED** **NOT REQUIRED**

When required, each respondent shall submit with its proposal a certificate from a surety company stating that the surety company will provide the contractor with a performance bond in an amount equal to the amount of the contract (N.J.S.A. 18A:18A-25). Such a surety company must be licensed and qualified to do business in the State of New Jersey. The certificate (consent) of Surety, together with a power of attorney, must be submitted with the proposal.

Failure to complete, submit or sign the Certificate (consent) of Surety, when requested, shall be cause for disqualification and rejection of proposal.

9. 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 products transactions or services rendered under this contract, available to the Board of Education upon request.

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 contract, evidence or proof that each employee assigned to provide services and that comes in **regular contact with students**, has had a criminal history background check, and furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide proof of criminal history background check for any employee whose position involves 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., as it pertains to disclosure of information from previous employers, and NJDOE Broadcast September 9, 2019, when applicable.

11. DEBARMENT, SUSPENSION, OR DISQUALIFICATION N.J.S.A. 52:32-44.1 (a), N.J.A.C. 17:19-1.1 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). Pursuant to N.J.S.A. 52:32-44.1 (a), any person that 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 submit a sworn statement 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)

12. DOCUMENTS, MISSING/ILLEGIBLE

The respondent shall familiarize himself with all forms* provided by the Board that are to be returned with the proposal. If there are any forms either missing or illegible, it is the responsibility of the respondent to contact the School Business Administrator/Board Secretary for duplicate copies of the forms. This must be done before the proposal opening date and time. The Board accepts no responsibility for duplicate forms that were not received by the respondent in time for the respondent to submit with his proposal.

13. DOCUMENT SIGNATURES – ORIGINAL; BLUE INK

All documents returned to the Board shall be signed with an original signature in ink (blue). Failure to sign and return all required documents with the proposal package may be cause for disqualification and for the proposal to be rejected pursuant to N.J.S.A. 18A:18A-2(y) (non-responsive). Facsimile, rubber-stamped, electronic or digital signatures are not acceptable.

*Forms provided by the Board of Education that must be returned with proposal.

- Acknowledgment of Addenda
- Affirmative Action Questionnaire or Certificate of Employee Information Report
- Assurance of Compliance;
- Chapter 271 – Political Contribution Disclosure Form
- Vendor Questionnaire and Certification
- Non-Collusion Affidavit
- Proposal Form
- Statement of Ownership Disclosure

14. 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 his investigation, he has satisfied himself as to 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, he fully understands the intent and purpose thereof, his obligations thereunder, and that he 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 his 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.

15. FALSE MATERIAL REPRESENTATION – N.J.S.A. 2C:21-34-97(b)/TRUTH IN CONTRACTING

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 for \$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.

Respondent 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 bidders. 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 said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidders/respondents should consult the statutes or legal counsel for further information.

16. FINANCIAL GUARANTEE AND BONDING REQUIREMENTS

Please note: The name, address, and phone number of the Bond Underwriter as well as the Bond Number shall be included with all bonds submitted to the Board of Education.

Financial Guarantee REQUIRED NOT REQUIRED

Each proposal, when required, shall be accompanied by a bid bond, cashier’s check or certified check for ten percent (10%) of the amount of the total contract, but not in excess of \$20,000 (twenty-thousand dollars). This guarantee shall be made payable to the Monmouth County Vocational School District. Such deposit shall be forfeited upon refusal of a respondent to execute a contract; otherwise, checks shall be returned when the contract is executed. The financial guarantee check for unsuccessful respondents will be returned as soon after the proposal opening as possible but in no event later than (10) days after the proposal opening.

Uncertified business checks, personal checks or money orders are not acceptable.

All bid bonds submitted must be signed and witnessed with original signatures. The Board will not accept facsimile or rubber stamp signatures on the bid bond. Failure to sign the bid bond by either the Surety or Principal shall be deemed cause for disqualification of the proposal. The Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the Power of Attorney.

The Board of Education will only accept bid bonds from companies that are licensed and qualified to do business in the State of New Jersey. Such a list may be available upon request to the State of New Jersey, Department of Banking and Insurance, CN 325, Trenton, New Jersey 08625.

Failure to submit or failure to sign the financial guarantee, when required, shall be cause for disqualification and rejection of the proposal.

17. 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.

18. 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**

It is the intention of the Board of Education to award the contract to the respondent(s) whose response is the most advantageous to the board, price and other factors considered, and who will provide the highest quality service at fair and competitive prices. The Board reserves the right to award contracts to multiple contractors when it is in the best interests of the Board.

- **Return of Contract Documents—when required**

Upon notification of award of contract by the Board of Education, the contractor may be required to sign and execute a formal contract with the Board.

- **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 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. Contracts for professional services may be awarded only for twelve (12) months and cannot be renewed.

- **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.

19. INSURANCE AND INDEMNIFICATION **REQUIRED** **NOT REQUIRED**

When required by the Board of Education, the vendor/contractor to whom the contract is awarded for any service, work, or supplying of goods, 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 each occurrence for Bodily Injury, Personal and Advertising Injury, Property Damage and Products 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

\$4,000,000 Excess Umbrella Liability

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

Insurance Certificate – When Required

When required, the 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:

Monmouth County Vocational School District
c/o School Business Administrator/Board Secretary
4000 Kozloski Road
Freehold, New Jersey 07728

Additional Insured Claim -- The vendor/contractor shall include the following clause on the insurance certificate.

“Monmouth County Vocational School District 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 any and 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 of every sort 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.

20. INSURANCE; PROFESSIONAL LIABILITY – Required Not Required

Including the Commercial Liability, Automobile Liability, Sexual Harassment, Abuse or Molestation coverage, the successful respondent to whom the contract is awarded shall secure, pay the premiums for and keep in force until the contract expires, insurance of the types and amounts listed below:

Professional Liability Insurance Certificate with the following limits:

\$1,000,000 Errors & Omissions Insurance or Professional Liability
\$3,000,000 Aggregate

Other insurance coverage required when providing medical services:

Medical Malpractice--\$1,000,000

The successful respondent shall provide to the board of education an insurance certificate with the name as to the certificate holder shall be as follows:

Monmouth County Vocational School District
c/o The Business Office
10:4000 Kozloski Road
FREEHOLD, New Jersey 07728

21. INTERPRETATIONS AND ADDENDA

Respondents are expected to examine the RFP with care and observe all their requirements. A Pre-Submission Proposal Conference may 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 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. Any and 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.

22. 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 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. 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.

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.**

- 23.** P.L. 2022, c. 3 prohibits the award, renewal, amendment, or extension of State and local public contracts for goods or services with persons or entities engaging in prohibited activities in Russia or Belarus. P.L. 2012, c.25 prohibits the award or renewal of State and local public contracts for goods and services with persons or entities engaged in certain investment activities in the energy or finance sectors of Iran. Before a goods and services contract can be entered into, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey Department of the Treasury's list of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 ("[Russia-Belarus list](#)") or in Iran pursuant to P.L. 2012, c. 25 ("[Chapter 25 list](#)").

Disclosure of Investment Activities in Russian and Belarus is to be completed, certified and submitted prior to the award of contract.

24. 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 un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.

25. 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 above named bid, 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 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 the 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.

26. PAYMENTS

Every effort will be made to pay vendors and contractors within thirty (30) to sixty (60) days provided the Board of Education receives the appropriate documentation including but not limited to:

- Signed voucher by vendor;
- Packing Slips; and
- Invoices.

Payment will be rendered upon completion of services or delivery of full order of goods/materials/supplies. Pursuant to the New Jersey Prompt Payment Law-- N.J.S.A. 18A:18A-10.1, unless otherwise provided for in the contract, the required payment date shall be ninety (90) calendar days from the date specified in the contract or if no required payment is specified in the contract, then the required payment date shall be 90 calendar days from the receipt of a properly executed invoice, or 90 calendar days from the receipt of goods or services, whichever is later. Interest shall not be paid unless goods and/or services have been rendered.

All payments are subject to approval by the Board of Education at a public meeting. Payment may be delayed from time to time depending on the Board of Education meeting schedule.

27. PERFORMANCE BOND

REQUIRED NOT REQUIRED

When required, the successful vendor shall furnish a Performance, Payment and Completion Bond in a sum of at least one hundred percent (100%) of the total amount payable by the terms of this Contract. Such bond shall be in the form required by Statute.

Such bond shall further carry a stipulation that no advance, premature, excessive or delayed payments by the Owner shall in any way affect the obligation of the Surety on its bond.

Such bond shall further stipulate that no payments made to the Contractor, nor partial or entire use of occupancy of the work by the Owner shall be an acceptance of any work or materials not in accordance

with this Contract and the Surety shall be equally bound to the same extent as the Contractor.

It is expressly stipulated that the Surety for the Contractor on the project shall be obligated to make periodic inquiries of the Owner at reasonable times, to determine whether its Principal has performed or was performing the Contract in accordance with all of its terms and conditions, particularly in relation to the progress payments scheduled under said Contract with the Owner.

In the event the Contractor defaults or fails to perform or finish the work prescribed under the Contract for any reason whatsoever, it shall become the unqualified obligation of the Surety for the defaulting contractor to complete the Contract in accordance with its terms following receipt of notice from the owner of such default. The successful respondent shall execute a formal contract with the Board in the form required and in such number of counterparts as the Board may request. Such Performance, Payment and Completion Bond shall be furnished and such Contracts shall be executed and delivered by the successful respondent within ten (10) days after the receipt by the successful respondent of notice accepting his proposal by the Board.

The Board of Education will only accept performance bonds from surety companies that are licensed and qualified to do business in the State of New Jersey.

28. POLITICAL CONTRIBUTION DISCLOSURE STATEMENT – PAY TO PLAY

- 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 www.elec.nj.us.

- Chapter 271 Political Contribution Disclosure Form

Business entities (excluding those that are not non-profit organizations) receiving contracts in excess of \$17,500 from a board of education, are subject to the provisions of N.J.S.A. 19:44A-20.26. The law and rule provide 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 \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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 may be disclosed to the public under the Open Public Records Act.

Pursuant to N.J.S.A. 19:44A-20.26 (a), all business entities shall submit a completed and signed Chapter 271 Political Contribution Disclosure Form with their proposal.

29. 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 shall be submitted with the response to the bid/proposal. Failure to provide the completed and signed form may be cause for disqualification of the bid/proposal.

30. PRE-EMPLOYMENT REQUIREMENTS--CONTRACTED SERVICE PROVIDERS

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.

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.

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is required.

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.

Contractors, service providers, and vendors using subcontractors assume all responsibility for work performed by subcontractors. The Board 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 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.

35. 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 said statute and the rules and regulations promulgated thereto to qualify them for examinations and reference to any and 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, service 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.

36. 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 by the District by the contractor's breach of this agreement. The Board may withhold payment due 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 District harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement.

37. WITHDRAWAL OF PROPOSALS

- **Before The Proposal Opening**

The School Business Administrator may consider a written request from a respondent to withdraw a proposal if the written request is received by the School Business Administrator before the advertised time of the proposal opening. Any respondent who has been granted permission by the School Business Administrator to have his/her 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 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 an unintentional omission or both.

The request to withdraw a proposal after the proposal opening may be reviewed by the School Business Administrator, the Director of Facilities, other interested administrators' and the Architect of Record for the project (if necessary) and/or 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.



Request for Proposal RFP

PROPOSAL DOCUMENTS 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)).



Kelly A. Brazelton
School Business Administrator/Board Secretary

ACKNOWLEDGEMENT OF ADDENDA

RFP 24-01

Proposal Date: Wednesday, MAY 3, 2023

The Respondent acknowledges receipt of the hereinafter enumerated Addenda which has been issued during the period of bidding 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.

ADDENDA NO.

ISSUING DATES

_____	_____
_____	_____
_____	_____
_____	_____

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 the proposal

AFFIRMATIVE ACTION QUESTIONNAIRE

RFP 24-01

Proposal Date: Wednesday, MAY 3, 2023

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 \(state.nj.us\)](https://state.nj.us)

Click on "AA 302 Employee Information Report"
Complete and submit the form with the appropriate payment to:

Department of Treasury
Division of Purchase and Property
Contract Compliance and Audit Unit

The complete mailing address may be found on the Instructions page of Form AA-302.
All fees for this application are to be paid directly to the 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 prior to the execution or award of the contract.

I certify that the above information is correct to the best of my knowledge.

Name: _____

Signature _____

Title _____ Date _____

Name of Company _____

City, State, Zip _____

ASSURANCE OF COMPLIANCE

Contact with Students

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

Anti-Bullying Reporting--Requirement

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

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

When applicable, the contracted service provider shall provide to the school district prior to commencement of contract, evidence or proof that each employee assigned to provide services and whose position involves **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. Reference NJDOE Broadcast 9/9/19

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.

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

Name of Company _____

Name of Authorized Representative _____

Signature _____ Date _____

To be completed, signed and returned with the proposal

MONMOUTH COUNTY VOCATIONAL SCHOOL DISTRICT

**Chapter 271
POLITICAL CONTRIBUTION DISCLOSURE FORM
(Contracts that Exceed \$17,500.00)
Ref. N.J.S.A. 52:34-25**

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

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

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 _____

RFP No. 00-00

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

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

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- 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.

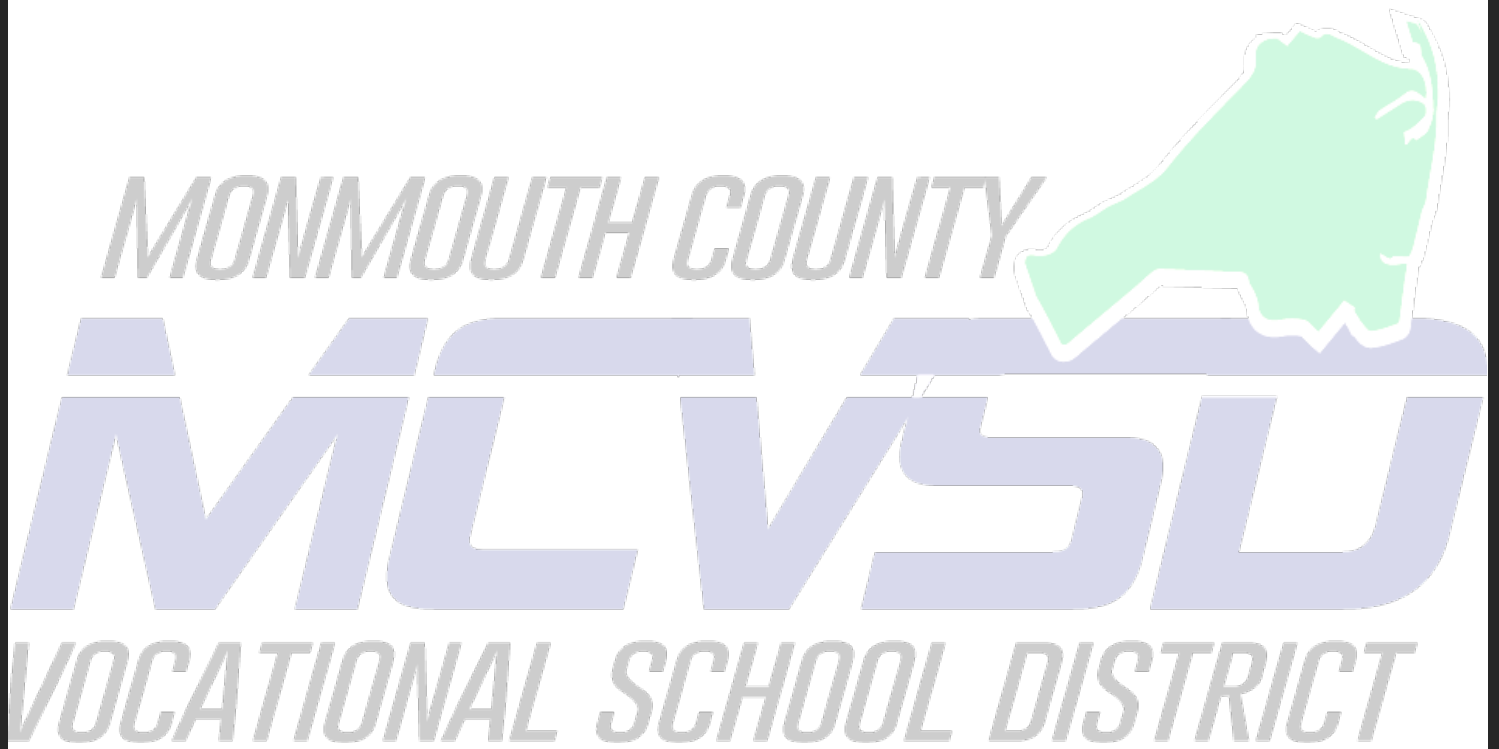
The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

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.**

¹ 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. 52:34-25**

**INSERT LIST OF AGENCIES
WITH ELECTED OFFICIALS**



STANDARD BID DOCUMENT REFERENCE

Name of Form	COMBINED CERTIFICATION: PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS & INVESTMENT ACTIVITIES IN IRAN					
Statutory Reference	P.L. 2022, c. 3 N.J.S.A. 52:32-55 et seq. N.J.S.A. 40A:11-2.1 N.J.S.A. 18A:18A-49.4					
Applicability		Y/N		Mandatory	Optional	N/A
	LPCL	Y	Goods and Services	X		
	PSCL	Y	Construction			X
Instructions Reference						
Description	P.L. 2022, c. 3 prohibits the award, renewal, amendment, or extension of State and local public contracts for goods or services with persons or entities engaging in prohibited activities in Russia or Belarus. P.L. 2012, c.25 prohibits the award or renewal of State and local public contracts for goods and services with persons or entities engaged in certain investment activities in the energy or finance sectors of Iran. Before a goods and services contract can be entered into, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey Department of the Treasury’s list of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 (" Russia-Belarus list ") or in Iran pursuant to P.L. 2012, c. 25 (" Chapter 25 list ").					

The Certification form requires the insertion of contracting unit identification information which should be filled in (in italics on the form) prior to its use.

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.

CONTRACT AWARDS AND RENEWALS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS



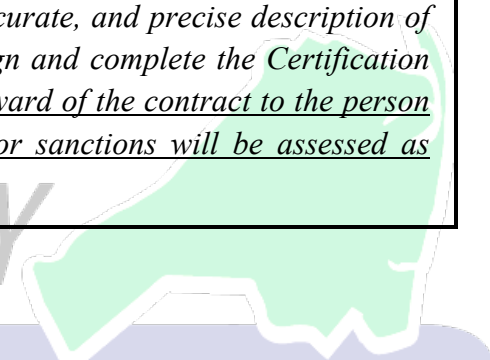
I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

MONMOUTH COUNTY



MICVSD

VOCATIONAL SCHOOL DISTRICT

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the <Name of Contracting Unit> is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the <Name of Contracting Unit> to notify the <Name of Contracting Unit> in writing of any changes to the answers of information contained herein.

I acknowledge 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 recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the <Name of Contracting Unit> and that the <Name of Contracting Unit> at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)		Title	
Signature		Date	

To be completed, signed and returned with the proposal

NON-COLLUSION AFFIDAVIT

SCHOOL FOOD SERVICE

RFP No. 00-00

Proposal Date: Wednesday, MAY 3, 2023

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 bid, 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 the 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 own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**
- OR**
- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

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

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

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

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

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

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **Monmouth County Vocational 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.

To be completed, signed and returned with the proposal

CONTRACTOR/VENDOR QUESTIONNAIRE CERTIFICATION

SCHOOL FOOD SERVICE

Name of Company _____
Address _____ PO Box _____
City, State, Zip _____
Business Phone Number (____) _____ Ext. _____
Emergency Phone Number (____) _____ FAX No. (____) _____
E-Mail _____ FEIN No. _____
DUNS Code (if applicable) _____ CAGE Code (if applicable) _____

References – Work previously done for School Systems in New Jersey

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

Vendor Certifications

Direct/Indirect Interests

I declare and certify that no member of the Monmouth County Vocational 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 bid 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 bid, 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 Monmouth County Vocational School District.

Vendor Certifications

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.

I certify that my company is not debarred from doing business with any public entity in New Jersey or the United States of America. N.J.S.A. 52:32-44.1 (a), N.J.A.C. 17:19-1.1 et seq.

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

SIGNATURE

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.

(Revised: January, 2016)

AMERICANS WITH DISABILITIES ACT

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.

To All Respondents

REMINDER!

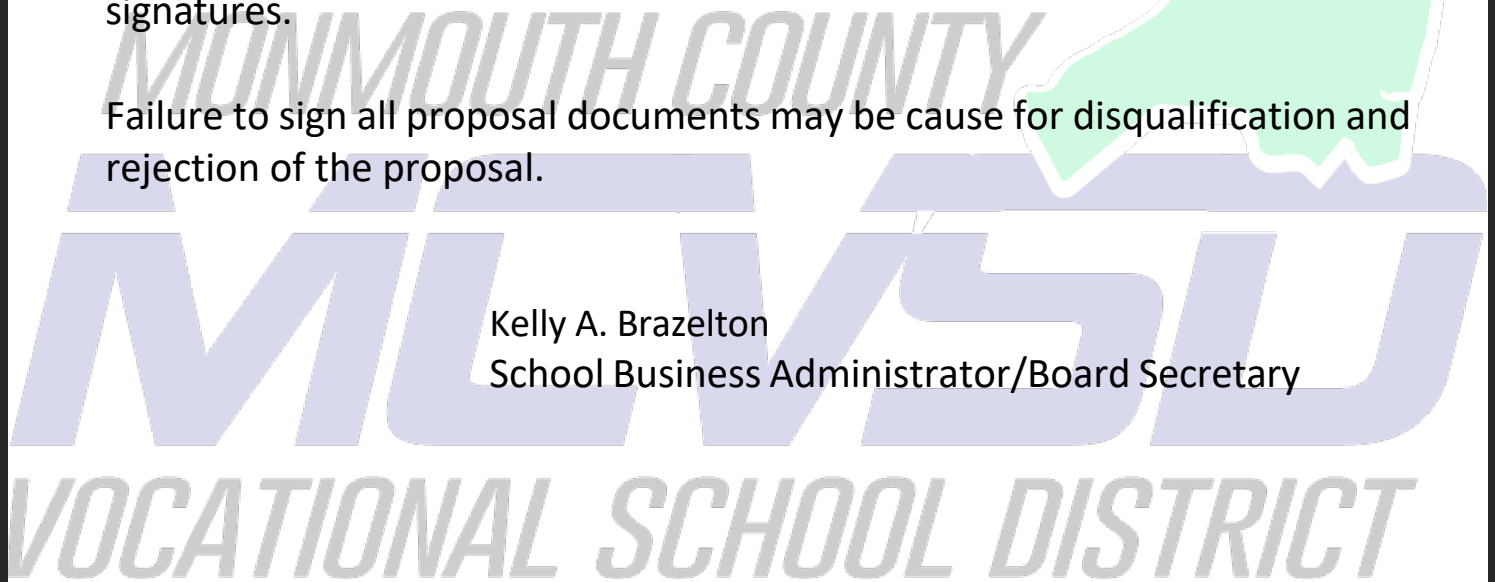
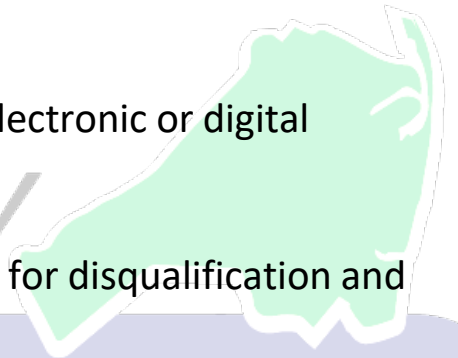
Did you sign all of the documents?

All proposal documents returned to the Board shall be signed with original signatures. Please try to use **blue ink**.

The Board will not accept facsimile, rubber stamp, electronic or digital signatures.

Failure to sign all proposal documents may be cause for disqualification and rejection of the proposal.

Kelly A. Brazelton
School Business Administrator/Board Secretary



**MONMOUTH COUNTY VOCATIONAL SCHOOL DISTRICT
2023-2024 CALENDAR
(10 MONTH)**

Friday	September 1, 2023	Staff Day
Monday	September 4, 2023	Labor Day
Tuesday	September 5, 2023	Staff Day
Wednesday	September 6, 2023	First Day of School
Monday	September 25, 2023	School Closed
Monday	October 9, 2023	School Closed-All Staff Report
Thursday-Friday	November 9-10, 2023	NJEA
Thursday-Friday	November 23-24, 2023	Thanksgiving
Monday-Monday	December 25 -January 1, 2024	Winter Holiday
Monday	January 15, 2024	Martin Luther King Birthday
Friday-Monday	February 16-19, 2024	President's Day
Friday-Friday	March 29 - April 5, 2024	Spring Break
Tuesday	April 23, 2024	School Closed
Friday-Monday	May 24-27, 2024	Memorial Day
Tuesday	June 18, 2024	Last Day for Students
Wednesday-Friday	June 19-21, 2024	Staff Days
Total Days for Students	180	
Total Days for Staff	186 (Note #3)	
Total Days for 10-Month Secretaries	188	

NOTE #1 Any additional days when schools are closed for emergency purposes will be made up in this order:
February 16, May 24, June 19, June 20, June 21, June 24, June 25

NOTE #2 Should certificated staff absent themselves for scheduled day(s) for State holiday(s), they will make up the days as assigned during winter or spring breaks or end of school year in June.

NOTE #3 10-month staff members are required to complete State mandated professional development hours. The Board shall monitor and track each individual employees completion of these hours. Individuals who complete the required hours by June 15th of a school year shall be released from attending the final professional day for that school year. Any certificated staff member who has not completed the required hours by June 15th of the school year shall be required to attend the final professional day of that school year, at which time the employee shall complete the State mandated professional development hours. The foregoing provisions must be met during each school year and completion of hours and release from the final professional day is for the then current year only.

District Policy

8505 - WELLNESS POLICY/NUTRIENT STANDARDS FOR MEALS AND OTHER FOODS (M)

Section: Operations Date Created: September 2008 Date Edited: October 2019

The Board of Education recognizes child and adolescent obesity has become a major health concern in the United States. The Healthy, Hunger Free Kids Act of 2010 (HHFKA), funds child nutrition programs and establishes required nutrition standards for school lunch and breakfast programs. In accordance with the requirements of the HHFKA each school in the district shall implement this Wellness Policy that includes goals for nutrition promotion, nutrition education, physical activity, and other school-based activities that promote student wellness.

The Principal or a School Wellness Policy Coordinator designated by the Principal will be responsible to ensure the school complies with the requirements in this Policy. The Superintendent of Schools will designate a District Wellness Policy Coordinator who will have the authority and responsibility to ensure each school in the district complies with the requirements outlined in this Policy.

A. Wellness Policy Goals

The goals as outlined below shall apply to each school in the district.

1. Goals for Nutrition Promotion – The following activities will be coordinated in each school in the district:
 - a. Age-appropriate posters will be posted on the walls where food and beverages are served to students highlighting and encouraging the value of good nutrition.
 - b. The school lunch program will have promotional days during the school year where at least one new nutritional alternative menu item will be featured as part of the menu pattern meal component. The food service staff members will promote this nutritional alternative during meal service with posters, flyers, and/or hand-outs regarding the nutritional menu item alternative.
 - c. The Principal or School Wellness Policy Coordinator will encourage food products that meet the nutrition standards of the HHFKA when used as an incentive or reward for student accomplishments, club or activity achievements, and/or success in competitions within the school.
 - d. Food service staff, in consultation with the Principal or School Wellness Policy Coordinator, will coordinate obtaining student input on menu planning that will include taste testing of new nutritional food, satisfaction surveys, and other activities that will promote nutrition awareness.
 - e. Food service staff will place the healthier food items in the service line where students are more likely to choose them.
 - f. Parents will be provided the nutritional standards of the HHFKA and encourage parents to pack lunches and snacks that meet the HHFKA nutritional standards.

2. Goals for Nutrition Education – The following activities will be coordinated in each school in the district:

- a. The Principal or School Wellness Policy Coordinator will ensure each student receives at least one presentation per school year that promotes good nutrition and nutrition education. These presentations may be provided through classroom visits from school staff members trained in nutrition, school-wide or group assembly programs, during health/physical education classes during the school year, or any other presentation manner. This requirement may be provided as part of nutrition education provided to students as part of the district’s curriculum.
- b. The Principal or School Wellness Policy Coordinator will post the nutritional guidelines of the HHFKA in the area of the school building where food and beverages are served.
- c. The school lunch menu will include nutritional information, activities, recipes, and/or any other information that encourages the selection of healthy food items and for students to make informed choices about nutrition, health, and physical activity.

3. Goals for Physical Activity

a. The following activities will be coordinated in each high school in the district:

- (1) All students shall receive health/physical education under the supervision of a properly certified teaching staff member as required by the New Jersey Department of Education.
- (2) The Board of Education will offer high school students opportunities to participate in after-school intramural and/or interscholastic team activities coordinated and under the supervision of school staff members.
- (3) The Board of Education will support after-school activities and clubs where physical activity for students is included as a key component to the activity’s or club’s purpose. These clubs may include, but not be limited to, gardening clubs, walking clubs, and exercise classes.

4. Goals for Other School-Based Activities - The following activities will be coordinated in the district:

a. The district will establish a District Wellness Committee (DWC). The DWC will:

- (1) Be comprised of a Principal, at least one health/physical education teacher, a school nurse, at least two parents, at least two students, at least one food service staff member representing all school levels in the district, and the District Wellness Policy Coordinator; and
- (2) Meet at least four times per year to establish goals for and oversee school health and safety policies and programs, including development, implementation, and periodic review and update of the district-wide Wellness Policy.

- b. The Principal or School Wellness Policy Coordinator will coordinate information being disseminated to students and parents promoting the school lunch program, nutrition, and nutrition education.
- c. The school district will celebrate a School Wellness Week, as determined by the Superintendent of Schools, where schools will have special activities throughout the week to promote nutrition and physical activity. These special activities will be planned and coordinated by each school's Principal and/or School Wellness Policy Coordinator.
- d. The Principal and/or School Wellness Policy Coordinator will encourage fund-raising activities that promote physical activity such as walk-a-thons, teacher-student activity competitions, family activity nights, and school dances.

5. Annual School Progress Report

- a. The goals for nutrition promotion, nutrition education, physical activity, and other school-based activities that promote student wellness shall be evaluated annually by the Principal or designee of each school and the School Wellness Policy Coordinator in an Annual School Progress Report provided to the Superintendent of Schools before May 1.
- b. The Annual School Progress Report shall present the extent to which each school is in compliance with this Policy, the progress made in attaining the goals of this Policy, any recommended changes to this Policy, and an action plan for the following school year to achieve the school's annual goals and objectives.

6. Annual District Summary Progress Report

- a. Upon receiving the Annual School Progress Report from each school, the District Wellness Policy Coordinator will compile an Annual District Summary Progress Report to be presented to the Superintendent and Board of Education at a public meeting before May 30 of the current school year. The public will be provided an opportunity to review and comment on the Annual District Summary Progress Report at the Board meeting.
- b. Revisions to this Policy will be recommended by the Superintendent or designee to be approved by the Board of Education before September 30 of each school year.

7. Additional Wellness Policy Goals

- a. Nothing in this Policy shall prevent an individual school in the district from developing and implementing additional activities, approved by the Superintendent or designee, to those required in this Policy.

B. Nutrition Guidelines for All Foods and Beverages

- 1. The Board of Education requires each school in the district to comply with the Federal school meal nutrition standards and the Smart Snacks in accordance with the requirements HHFKA. The nutritional standards shall apply to all foods and beverages sold in each school in the district as part of the menu pattern meal, a la carte, in school stores, snack bars, or

vending machines. The requirements for any food or beverages sold in schools must meet a range of calorie and nutrient requirements as outlined in the HHFKA and a smart snack calculator shall be on file in each school for each product sold.

2. The school district will comply with the HHFKA beverage requirements and beverage portion requirements for each appropriate grade level. Each school will make potable water available to children at no charge in the place where breakfast, lunch, and afterschool snacks are served during meal service.
3. On-campus fundraisers involving food or beverage items must meet the Smart Snack standards of the HHFKA. The nutrition standards of the HHFKA do not apply to non-school hours, weekends, and off-campus fundraising events. The United States Department of Agriculture defines school day as starting from midnight to thirty minutes after the end of the school day. Fundraisers involving the sale of food or beverages must be pre-approved by the Principal or designee and the District Wellness Policy Coordinator.
4. The Board of Education will permit food in the school that is not sold to students to be brought into school by parents, students, or staff members for classroom activities, parties, or snacks, or other food provided to students as an incentive. Any occasion where food is brought into the school for such purposes must be approved by the Principal or designee, who will ensure safeguards are in place to protect students who may have a food or related allergy.

C. District Coordinator

1. The District Wellness Policy Coordinator shall be available to consult with school-based administrators, staff members, and the School Wellness Policy Coordinator(s) on the district's Wellness Policy.
2. The District Wellness Policy Coordinator shall also be responsible to ensure parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the Board of Education, school administrators, and the general public are permitted to participate in the development, implementation, review, and update of this Wellness Policy.
3. The District Wellness Policy Coordinator shall be responsible to inform and update the public (including parents, students, and others in the community) about the content, implementation, updates and implementation status of the district's Wellness Policy through the district's website, school publications, and/or other school communications made available to the public.
 - a. The information and update shall provide as much information as possible about the school nutrition environment, including a summary of the events and activities related to the Wellness Policy implementation in the school district.

D. Wellness Policy Assessment

1. The District Wellness Policy Coordinator will prepare an assessment of the district's Wellness Policy in accordance with the requirements of the United States and New Jersey Departments of Agriculture on the extent to which the school(s) in the district are in compliance with the district's Wellness Policy, the extent to which the district's Wellness Policy compares to

model school wellness policies, and a description of the progress made in attaining the goals outlined in the district's Wellness Policy.

2. The District Wellness Policy Coordinator will present this assessment to the Board of Education at a public Board meeting, make such assessment available to the public, and recommend any updates to the Policy accordingly.

E. Records

1. The District Wellness Policy Coordinator shall ensure records are maintained to document compliance with the requirements of the District Wellness Policy. Such records will include, but not be limited to:

- a. The Board-approved Wellness Policy;
- b. Documentation demonstrating the Policy has been made available to the public;
- c. Documentation of the efforts made in the school district to review and update the Policy;
- d. Documentation demonstrating compliance with the annual public notification requirements;
- e. Documentation demonstrating the most recent assessment on Policy implementation; and
- f. Documentation demonstrating the most recent assessment on the implementation of the School Wellness Policy has been made available to the public.

F. Publication/Dissemination

This Policy and Assessment will be made available to staff members, students, and parents by being posted on the school district and/or school websites.

The Healthy, Hunger-Free Kids Act of 2010

Revised: July 18, 2017