

**SPECIFICATIONS
AND
REQUEST FOR PROPOSAL (RFP)
FOR FOOD SERVICE MANAGEMENT
PROGRAM**

**BOARD OF EDUCATION
RAMAPO INDIAN HILLS
REGIONAL HIGH SCHOOL DISTRICT
131 YAWPO AVENUE
OAKLAND, NEW JERSEY 07436**

2026- Food Svc-1

**NON-FUNDED
CHILD NUTRITION PROGRAMS**

DATE: April 16, 2026

TIME: 1pm

REQUEST FOR PROPOSALS

Notice is hereby given that the Board of Education of the Ramapo Indian Hills Regional High School District, in the County of Bergen, New Jersey, will receive and open sealed proposals at the office of the Business Administrator, 131 Yawpo Avenue, Oakland, New Jersey 07436 on **Thursday April 16, 2026 at 1 P.M.** prevailing time for the following:

FOOD SERVICE MANAGEMENT COMPANY

The district's program *DOES NOT* participate in the National School Lunch Program and School Breakfast Programs.

Proposers may obtain specifications via email to mbouldin@rih.org AND cfohlinger@rih.org , or in person at Board of Education, Ramapo Indian Hills Regional High School District, 131 Yawpo Avenue, Oakland, New Jersey 07436 or <https://www.rih.org/public-notice> .

Sealed proposals shall be delivered to the Office of the Business Administrator between the hours 8:30 A.M. and 4:00 P.M. on official business days. All proposals must include one (1) hard copy and an electronic copy on a USB/thumb drive, delivered to the Board of Education offices not later than the Proposal Opening Date and Time as stated in this document. Proposals shall bear the name and address of the Food Service Management Company and shall be endorsed "Proposal for Food Service Management Program".

Proposals must be submitted on the proposal forms in the manner designated and enclosed in a sealed envelope bearing the name and address of the Food Service Management Company and proposal identification number on the outside; and must be delivered to the Business Administrator at the above place, by the hour named. The School District assumes no responsibility for proposals mis-mailed or misdirected.

The Board of Education reserves the right to disqualify any or all vendors pursuant to N.J.S.A. 18A:18A-4.5 (b), and/or N.J.S.A. 18A:18A-22, and to waive minor informalities or non-material exceptions, that may be in the best interest of the Board. All respondents are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., and N.J.A.C. 17:27 et seq.

No proposal may be withdrawn for a period of sixty (60) days after the date set for the opening thereof. Proposals submitted must comply with the instructions provided in the Request for Proposal Specifications and be in accordance with the criteria provided therein. Products and services proposed must meet or exceed specifications contained in the Request for Proposal Specifications. The contract will be awarded in accordance with the Request for Proposal Specifications.

There will **NOT** be a Pre-Proposal Conference Meeting and Site Tour.

Mr. Matthew Bouldin
Business Administrator/Board Secretary
131 Yawpo Avenue
Oakland, New Jersey 07436

2026-2027 School Year

INSTRUCTIONS FOR FOOD SERVICE MANAGEMENT RFP

The organization or individual responding to this request will be referred to as the Food Service Management Company (FSMC). The contract will be between the FSMC and the Ramapo Indian Hills Regional High School District Board of Education (hereinafter referred to as the “School District” or “Local Education Agency (LEA).”

PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The Board of Education is soliciting requests for proposals (RFPs) through the Competitive Contracting Process (N.J.S.A. 18A:18A-4.1 et seq.) for the purpose of entering into a contract for Food Service Management Company (FSMC). The purpose of this request is to provide for the operation of the School District’s food service programs. The FSMC will assume responsibility for the efficient management and consulting service of the food program including purchasing, receiving, storing, setting up cafeteria lines, counter service, cleanup, sanitation, training, hiring and supervising personnel, and presenting food in a way to create optimum student participation. The program will **not include** the use of federally donated commodities.

ADMINISTRATIVE GUIDANCE

The information provided herein is intended to assist the FSMC in the preparation of proposals necessary to properly respond to this Request for Proposals (RFP). The RFP is designed to provide interested FSMCs with sufficient basic information to submit proposals meeting minimum requirements but is not intended to limit a proposal’s content or exclude any relevant or essential data. FSMCs are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement.

RESPONSE DATE

A copy of your proposal must be received in the Business Office to the attention of the Business Administrator/Board Secretary on the day, and time indicated on the first page titled “Request for Proposals”; **Thursday April 16, 2026 at 1 P.M.** Any proposal enroute, either in the mail or other locations in any of the School District’s offices will not be considered timely and will be returned unopened. Proposals received after the deadline will be late and ineligible for consideration.

Responses tendered by mail should be addressed to the Business Administrator/Board Secretary with the exterior of the envelope being plainly marked, “**Food Services Management Company**”. Allow enough time for delivery before the due date.

Interested parties or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting a proposal. Failure to do so will be at your own risk and he/she cannot secure relief on the plea of error. The School District is not liable for any cost incurred by any respondent prior to the signing of a contract by all parties. Neither party can assign the contract without the written consent of the other.

CONSIDERATION OF PROPOSALS

The School District may award a contract based upon the initial proposals received without discussion of such proposals. Accordingly, each initial proposal should be submitted with the most favorable service and price standpoint. The School District reserves the right to reject any and all proposals received. In addition, the School District reserves the right to waive any irregularities in proposals and to make all decisions in the best interest of the School District. Proposers please note that lowest fee and/or best guarantees (subsidy or profit) will not be the sole criteria for awarding the contract. An award of proposal shall be made to the most responsive and responsible Food Services Management Company (hereinafter referred to as “FSMC”) meeting the specifications and evaluation criteria as set forth in this Request for Proposals (hereinafter referred to as “RFP”).

ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the specifications will be made to any proposer orally. Every request for such interpretations should be made in writing to Matt Bouldin, Business Administrator/Board Secretary, 131 Yawpo Avenue, Oakland, New Jersey or mbouldin@rih.org.

TERM OF CONTRACT

The contract shall become effective on July 1, 2026 and terminate on June 30, 2027. Contract will be for a period of one (1) year with the option for four (4) additional one-year renewals. Contract award and renewals shall be based upon findings by the School District that the services are being performed in an effective and efficient manner. N.J.S.A. 18:18A-42.

If the School District elects to renew the existing contract with a food service management company, the terms and conditions of the existing contract shall remain substantially unchanged. At the time of renewal, any price increase shall not exceed the published Index Rate as defined in New Jersey School Contract Act N.J.S.A. 18A:18A-1 et seq. Any price change in the contract as part of a renewal is based upon the FSMC fees of the original contract. The contract may be extended by the School District and FSMC under the rules and regulations prescribed by the New Jersey State Departments of Agriculture or Education, as applicable and Federal regulations, as prescribed by the United States Department of Agriculture.

Either party may terminate the contract, with cause, by giving sixty (60) days written notice.

Neither the FSMC nor the School District shall be responsible for any losses if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or any acts not within the control of either the FSMC or the School District, and which by the exercises of due diligence it is unable to prevent.

BASIC FSMC REQUIREMENTS

The intent of this request for proposal is to acquire food management services from a FSMC to cooperatively plan and implement an efficient food services program. The following conditions must be met at a minimum and addressed in proposals.

The firm must be of sufficient size and expertise to furnish the resources needed to aid the School District in managing the food services operations. The qualification data shall be submitted by each contractor along with the sealed proposal.

- The FSMC must be registered with the New Jersey State Department of Agriculture, Division of Food and Nutrition for the 2026-2027 school year.
- The FSMC must have been managing a successful school food service programs for five (5) consecutive years or more with LEAs.
- The FSMC must provide a full time on-site Food Service Director. The FSMC is required to submit the resume of their prospective director with the proposal.
- The FSMC must have operating experience with food service programs for New Jersey
- The FSMC must be presently operating a minimum of five (5) successful school food service programs in public LEAs of comparable size.
- The demonstrated ability of the FSMC to successfully manage school food service programs. A complete list of all New Jersey public school clients, including the student populations, grade levels and years of service by the FSMC must be presented in the FSMC's response.
- The FSMC must have extensive involvement and experience in the school food services field in the areas of: *designing facilities *selecting and procuring food service equipment *nutrition *menu planning *on-site production *quality control *employee supervision *staff management training *employee motivation *marketing and *public relations.
- The FSMC must provide resident hourly and management personnel to manage and operate the food service program and to implement the cooperatively agreed upon objectives with the support of the FSMC staff.
- Staffing, salaries, and fringe benefits are to be recommended by the FSMC and approved by the School District. The personnel employed by the FSMC are the sole responsibility of the FSMC, and not employees of the School District. Personnel issues shall be managed by the FSMC with the FSMC assuming complete liability for all employment practices unless otherwise indicated in writing by the School District.
- All proposals shall be valid and may not be withdrawn for sixty (60) days after submission.

OBJECTIVES OF THE SCHOOL DISTRICT

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

1. Provide reliable management continuity for our School District's Non-Funded Child Nutrition Program. Deliver the services at the lowest possible cost without sacrificing quality.
2. Recommended management and operational strategies to contain the School District's operating costs, without sacrificing smooth operations.
3. To provide an appealing and nutritionally sound a la carte program for students as economically as possible. An important goal of the School District is to maximize participation and control expenses.
4. To promote nutritional awareness whenever the food service can interface with the School District's teaching programs, nutrition groups, Advisory Board and Committees.
5. Maximize student interest and participation by seeking customer input, implementing menu variations and merchandising techniques and by good communications with all interested groups.
6. Provide experienced staff support to focus on operational concerns.
7. Apply the best professional efforts to keep the costs of service as economical as possible while maintaining the best possible staff morale during a transition.
8. Keep the School District apprised of legislation that may impact the food services.
9. Make periodic recommendations regarding operational and/or equipment needs which the School District may adopt, partially adopt, or abandon.
10. Cooperate with all community groups to enhance the public's perception of our School District.
11. Provide for upgrades in capital equipment from revenues generated from the program.
12. Work with District to implement Nutrition Policy, Food Service Biosecurity Policy, and HACCP Plan.

SPECIFICATIONS

The School District does not participate in the National School Nutrition Program. Surplus food Commodities are not available for use in the food service programs.

Terms of the actual agreement with the successful FSMC will be developed through negotiation and shall be consistent with the rights reserved by the School District as described in these specifications.

I. SCHOOL DISTRICT RESPONSIBILITIES

- 1) The School District shall ensure that the food service operation is in conformance with its agreement and shall monitor the food service operation through periodic on-site visitations.
- 2) The School District may establish an advisory board composed of parents, teachers and students to assist in menu planning.
- 3) The School District shall maintain applicable health certification.
- 4) The School District shall establish all meal and a la carte prices.
- 5) The School District shall retain control of school food service account and overall financial responsibility for the Food Service Program and shall maintain a financial management system.

II. FSMC RESPONSIBILITIES

GENERAL CONDITIONS

- 1) All proposals shall be valid and may not be withdrawn for sixty (60) days after submission. The FSMC must clearly outline the proposed financial arrangements in the response, including any conditions that may affect the financial representations made in the proposal.
- 2) The FSMC shall adhere to all applicable laws, and all related regulations prescribed by the Federal Government, State of New Jersey, and the local municipality.
- 3) 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.
- 4) The FSMC must examine kitchens, cafeterias, receiving and storage areas where services are to be provided.
- 5) No alterations, changes or improvements shall be made to the areas granted to the FSMC without obtaining prior written permission of the School District with the final decision as to alterations, changes or improvements reserved solely for the School District.

LEGAL REQUIREMENTS

- 1) Any proposals submitted shall be in accordance with the laws of the State of New Jersey and shall conform to the applicable standards of the United States Department of Agriculture.
- 2) The FSMC shall ensure that all state and local regulations are being met by the FSMC preparing or serving meals at the School District's facility.

- 3) The FSMC shall comply with the (twenty one) 21-day cycle menu submitted with the Request for Proposal for the first twenty one (21) days of meal service. Changes thereafter may be made with the approval of the School District. Successive menus must offer the same level of quality, variety, and nutritional value as the first 21-day proposed menu.
- 4) The FSMC shall be responsible for the quality of the food service and shall ensure that all food products are of the highest quality.

SUBMISSION OF PROPOSALS REQUIRED FORMS/RESPONSES

- 1) The FSMC must complete and submit all required forms provided by the School District. Respondents' failure to complete these requirements may nullify the proposal submitted.
- 2) Clarification of interpretation must be made to the School District prior to submission of a proposal.

EXECUTIVE SUMMARY

Include cover letter stating the intentions of the FSMC proposal and summary detailing the FSMC findings and recommendations for the School District's food service program.

PROJECTED ANNUAL OPERATING STATEMENT WITH REQUIRED DOCUMENTS FOR PROPOSAL

- Projected Annual Operating Statement (Forms attached).
- Appendix II – RFP Checklist
- A Staffing Schedule planned for each school, to include job titles, number of hours for each, and rate per hour or salary. Supervisors or bookkeepers should also be included. Full time on-site Food Service Director is required to be on site.
- A 21-Day Menu and Meal and A la Carte Price Schedule
- The FSMC shall at the time of its submission of a proposal to the District, be registered with the New Jersey State Department of Agriculture, School Nutrition Programs for the 2026-2027 school year.
- Affirmative Action Acknowledgement (Form attached) plus one of below approvals:
Evidence of Federal approval, OR
N.J. Certificate of Employer Information Report Approval, OR
Completed Employee Information Report (Form AA302-form)
- Certificate of 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 basis form. A certificate of insurance indicating these amounts must be submitted as part of this response.
 - 1) Comprehensive General Liability (\$1,000,000 Each Occurrence; including coverage for):
 - a. Premises – Operations;
 - b. Products/Completed Operations;
 - c. Contractual Insurance;
 - d. Broad Form Property Damage;
 - e. Independent Contractors;
 - f. Personal Injury; and
 - g. Employment Practices Liability.

- 2) Automobile Liability (\$1,000,000 Each Occurrence; if applicable)
- 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 vendor for an additional \$9,000,000 to increase the total coverage to \$10,000,000 to protect the LEA.
- 5) The School District shall be named an additional insured on all required insurance policies.
- 6) The contract of insurance shall provide for notice to the School District of cancellation of insurance policies thirty (30) days before such cancellation to take effect.
- 7) A Certificate of Insurance of FSMC's insurance coverage shall be furnished to the School District as part of this response.
- 8) Indemnification

To the fullest extent permitted by law, the successful FSMC shall defend, indemnify and hold harmless the School District, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and costs, arising out of or resulting from the performance or non-performance of the FSMC of its obligations under the Agreement and from the negligence or intentional acts of the FSMC, its officers, agents, servants and employees.

- NJ Business Registration Certificate

The Food Service Management Company must register with the NJ Department of Treasury, Division of Revenue to obtain a Business Registration Certificate. The School District shall award contracts to a Food Service Management Company only if a current Business Registration Certificate has been submitted with the proposal. The Business Registration Certificate is required at the time the contract is awarded. The Food Service Management Company name on the contract must be identical to the name on the Business Registration Certificate. P.L. 2004 C.57 (N.J.S.A. 52:32-44). 4).
- Disclosure of Prohibited Russia-Belarus Activities & Iran Investment Activities
- Non-Collusion Affidavit
- Political Contribution Disclosure Form
- Reimbursement rates for food service program meals are not applicable since the School District does not participate in the National School Lunch program.
- The District anticipates one hundred seventy (170) full service days where lunch is served for the 2026-2027 school year.
- The District shall fully cooperate with the FSMC to limit the expansion of competitive food sales in order to maximize the gross receipts and other non-cash sales of the food service program.
- The District shall neither hire any supervisory employee of the FSMC nor permit any supervisory employee of the FSMC to be employed on the District's premises or on the premises of any facility affiliated with the District during the 2026-2027 school year or for a period of twelve (12) months subsequent to the 2026-2027 school year (unless such employee(s) was formerly an employee(s) of the District) whether as an individual or as owner, partner, majority stockholder, director, officer or employee of a food service provider. For the purpose of this provision, "supervisory employee" shall be defined as a person who has directly or indirectly performed management or professional services

on the District's premises at any time during the 2026-2027 school year or the twelve-month period immediately preceding the 2026-2027 school year.

- Explain position of FSMC regarding 7 CFR 210.21(i-vi)
- Procurement - Rebates, Discounts, and Credits (Attached).
- REQUIRED DOCUMENTS IF APPROVED - If the FSMC is approved by the School District to provide food service management the following documents must be submitted with the base contract:
 - DEBARMENT/SUSPENSION CERTIFICATE
 - SOC 1 CERTIFICATE
 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
 - CERTIFICATION REGARDING LOBBYING
 - DISCLOSURE OF LOBBYING ACTIVITIES

CLIENT LIST

Client references list of present School Districts served by the contractor in the State of New Jersey. (Client list indicating name, address, telephone number, and contact person.) Must have a minimum of five public school clients and have worked in school food service in N.J. for five consecutive years.

COMPANY PROFILE & DISTRICT SUPPORT

- 1) Describe the location of Food Service Company's office from which the account will be supervised.
- 2) Include an organizational chart showing the depth, extent, scope and availability of support personnel including the amount of personnel representation, visitation and coverage by Field Supervisors and other support personnel.
- 3) Describe FSMC's support personnel including a summary of their backgrounds.
- 4) FSMC President available to meet with LEA in person upon request of the School District.

MENU DEVELOPMENT – MENUS, PRICES, AND PORTIONS

MENUS

- 1) The FSMC will submit with the proposal a twenty-one (21) day cycle menu.
- 2) The FSMC must adhere to this cycle for the first twenty-one (21) days of meal service; thereafter, changes may be made with the mutual agreement of the School District and the FSMC. However, the menu standard, as presented in the first twenty-one (21) day menu and the Daily Menu Pattern, must be maintained as a type and quality of meal service. The Daily Menu Pattern should clearly indicate the number and type of choices and offerings that will be offered at all grade levels.

PRICES/PORCTIONS

- 1) FSMC shall recommend prices and portions for approval by the School District.
- 2) FSMC shall not alter the prices once approved without prior notice and approval by the School District.
- 3) Proposals shall be based on the existing prices for the 2025-2026 school year.

MEALS

- 1) The FSMC **shall not** serve reimbursable meal pattern meals pursuant to the National Child Nutrition Programs. The current prices are provided in Appendix I – General Information.
- 2) The FSMC may offer a choice of meals, subject to approval of the School District.
- 3) The FSMC shall promote maximum participation.
- 4) The FSMC shall provide condiments and utensils as needed.
- 5) The FSMC shall use the School District facilities for the preparation of food to be served in the designated attendance units.
- 6) All a la carte items served by the FSMC shall be approved by the School District in advance of sales.
- 7) All a la carte prices charged by the FSMC shall be approved by the School District in advance of sales.
- 8) The FSMC shall sell on premise only those foods and beverages authorized by the School District and only at the times and places designated by the School District.
- 9) The FSMC may not use fillers or extenders, such as textured vegetable protein in any foods served in the Ramapo Indian Hills lunch program.

FREE AND REDUCED MEAL POLICY

- 1) The written policy of the School District requiring feeding of needy children, free or at reduced price, shall apply to the FSMC's food service operation. The policy is on file in the School District Office. The FSMC shall be responsible for the implementation of this policy.
- 2) The FSMC will be responsible for implementing policies covering free and reduced price meals and milk programs, if applicable, for those students designated by the School District as meeting Federal and State agency requirements for those programs. All such meals shall be served and accounted for in a manner approved by the School District so as to protect the anonymity of the recipients. Meals shall be served and proper accurate pupil participation records shall be maintained by the FSMC.
- 3) The School District will periodically review free and reduced price meal applications. The FSMC shall maintain such records, as the School District may need to support its claims for reimbursement under the Child Nutrition program. A School District official will conduct Accu-Claim review in accordance with regulations.

SPECIAL FUNCTIONS

The FSMC shall provide meals or refreshments at special school functions such as after-school meetings, faculty dinners, luncheons, evening parties, athletic programs, etc. when requested by and with the approval of the School District. When the School District requires special function services, these activities shall be incorporated in the food service contract. These activities shall be supported by a FSMC quotation, submitted to the School District and treated in a manner similar to a la carte sales.

EMPLOYMENT AND LABOR

- 1) Each contractor shall pay such rates of wages prevailing in the district as will keep the job free from labor troubles and shall comply with the provisions of the New Jersey Prevailing Wage Act, Chapter 150 of the Laws of 1963 and Executive

Order #11246 "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Chapt. 60). 7 CFR Part 3016.36(h)(3), as well as all applicable laws concerning work hours and safety standards.

- 2) The LEA shall only award contracts to a FSMC who has agreed and guaranteed to afford equal employment opportunity in the performance of this contract in accordance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-3.1.
- 3) For purposes of complying with the monitoring requirements of N.J.A.C. 17:27-9, the compliance requirements of N.J.A.C. 17:27-10, the reporting requirements of N.J.A.C. 17:27-11 and the training requirements of N.J.A.C. 17:27-12, the LEA shall designate a specific person to serve as the LEA's contracting officer. N.J.A.C. 17:27-3.2.
- 4) It is the desire of the School District to provide for the employment of local labor wherever possible, skilled and common. Nothing in this provision, however, is to be construed as requiring the Contractor to employ incompetent, unskilled or unsuitable labor, or labor in excess of the requirements.

PURCHASING

PURCHASE SPECIFICATIONS

The FSMC shall purchase all food and non-food at the lowest price possible, consistent with maintaining quality standards and service. The FSMC shall be responsible for purchasing standards and specifications to bring about the best quality and price for the School District's food service program. The grade, purchase unit, style, weight, ingredients, formulation, etc., as agreed by the School District shall be complied with by the FSMC.

The minimum procurement specifications are:

Beef	USDA Inspected
Poultry	USDA Inspected
Variety Meats Dairy Products	Highest Quality
Dairy Products	Grade A
Eggs	Fresh Grade A
Fish	Government Inspected
Fresh Fruits	U.S. Fancy
Canned Fruits	U.S. Fancy
Canned Vegetables	U.S. Fancy
Frozen Vegetables	Highest Quality
All Other	Highest Quality
Items Frozen Fruits	Highest Quality

INVENTORY, STORAGE AND PROCUREMENT OF FOOD

- 1) The FSMC shall purchase all food and non-food commodities at the lowest price possible, consistent with maintaining quality standards.
- 2) The FSMC will provide the School District with bakery, dairy and ice cream proposals/quotes as requested.
- 3) The FSMC will charge the School District the net price on vendor's invoices, the amount due after vendor discounts that may apply.
- 4) Ownership of beginning and ending inventories of food and supplies shall remain with the School District.
- 5) The FSMC will request, receive and inspect foods delivered by vendors and forward a list of bills in accordance with regulations.
- 6) The FSMC shall honor existing contracts if advantageous to the School District.

- 7) The FSMC and the School District shall jointly inventory the equipment and commodities owned by the School District at the beginning of the contract year, including but not limited to flatware, trays, chinaware, glassware, kitchen utensils and food commodities.
- 8) The value of the opening inventory (owned by the School District) should be offset against the value of the closing inventory. The value of the inventory shall be determined by the inventory cost.
- 9) At the termination of the contract, both the FSMC and the School District shall inventory the equipment and commodities to reconcile the differences in quantities and values pursuant to this RFP.

PURCHASE OF FRESH MILK

- 1) For all purchases of fresh milk, the Food Service Management Company shall purchase the equivalent amount of New Jersey produced milk at least equal to the amount of fresh milk proposed to be furnished to the School District in accordance with N.J.S.A. 18A:18A-6 and N.J.A.C. 2:55.
- 2) Should the Food Service Management Company choose to purchase fresh milk through a vendor, the Food Service Management Company shall require each vendor to agree in writing to the equivalent amount of New Jersey produced milk at least equal to the amount of fresh milk proposed to be furnished to the School District in accordance with N.J.S.A. 18A:18A-6 and N.J.A.C. 2:55. Copies of any such agreements must be provided to the Local Education Agency, for filing with the Department of Agriculture, Division of Markets, PO Box 330, Trenton, NJ 08625-0330.
- 3) The Food Service Management Company shall be responsible for ensuring that all fresh milk purchases are made in conformance with N.J.S.A. 18A:18A-6 and N.J.A.C. 2:55.
- 4) The School District shall file a copy of this agreement along with a copy of any vendor agreements received by the food service management company in accordance with N.J.S.A. 18A:18A-6 and N.J.A.C. 2:55.

MARKETING & MERCHANDISING

FSMC will describe of merchandising and promotional programs and plans.

WELLNESS & NUTRITION EDUCATION

SCHOOL MEALS INITIATIVE

- 1) The FSMC shall provide, upon request by the School District, menus to be reviewed by the School District.
- 2) The FSMC shall employ a Registered Dietitian who will work with the School District.

NUTRITION EDUCATION and MODEL NEW JERSEY NUTRITION POLICY

- 1) The FSMC shall promote the nutritional education aspects of the School District's food service program.
- 2) The FSMC will cooperate in the efforts of the School District to coordinate these aspects with classroom instruction. The corporate Registered Dietitian shall be available on an as needed basis.
- 3) The FSMC will comply with the Nutrition Policy adopted by the School District.
- 4) The FSMC will work in partnership with the School District's administrative team to educate the students, parents, teachers, and community of nutritional efforts to work toward better health.

COMMUNICATION & CUSTOMER SERVICE

COMMUNICATIONS AND MEETINGS

- 1) The School District may establish an advisory board composed of parents, teachers and students to assist in menu planning. Menus shall be made available by the FSMC for distribution 10 days prior to preparation and service of food.
- 2) FSMC shall, when requested, provide time to attend meetings between the Food Service Director and school principals, students, parents and staff to determine ways to improve the food service program and shall provide assistance to the Advisory Board in menu planning.
- 3) Describe the role of the FSMC with the District Wellness Committee.
- 4) The President of the FSMC must be available to meet in person with the Business Administrator and/or the School District upon request. FSMC will provide for at least the Manager and or Director to attend student meetings.
- 5) Describe details pertaining to FSMC's communication to the students, parents, faculty, administration, and the community.

STANDARDS & PROCEDURES – FACILITIES, EQUIPMENT, AND REPAIRS

EQUIPMENT – SCHOOL DISTRICT

- 1) The School District agrees to provide suitable cafeteria space at each school (equipped and ready to operate, together with such heat, refrigeration and utilities service as may be reasonably required for the efficient performance of this contract.
- 2) The School District shall be responsible for any losses that may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC.
- 3) The School District will provide a physical inventory of supplies and equipment available for use by the FSMC.
- 4) The School District shall not be responsible for loss or damage to equipment owned by the FSMC and located on the School District's premises.
- 5) The School District shall furnish and install any equipment or make any structural changes needed to comply with Federal, State and local laws. It is the goal of the School District to recover associated costs from the cafeteria operation to every extent feasible.

EQUIPMENT – FSMC

- 1) The FSMC will be responsible for the proper care of all furniture, fixture, equipment and facilities provided by the School District. The FSMC will return to the School District at the expiration of this contract, the cafeteria premises and all furniture, fixtures and equipment, including pots, pans and other cooking equipment furnished by the School District in the same quantity and condition in which received, except for ordinary wear and tear and except to the extent that said premises or equipment may have been lost or damaged by vandalism or fire, flood or other acts of God, or theft by persons other than employees of the FSMC without negligence on the part of the FSMC or its employees.
- 2) All food preparation and serving equipment owned by the School District shall remain on the premises of the School District. The School District will provide exterminating services.

- 3) The FSMC shall notify the School District of any equipment belonging to the Contractor on School District's premises within ten (10) days of its placement on the premises. The School District shall not be responsible for loss or damage to equipment owned by the FSMC which may be located on the School District's premises.
- 4) The FSMC will recommend to the School District the purchase of new or replacement equipment as needed on a priority basis.
- 5) The FSMC will account for all equipment and protect it from pilferage or destruction. FSMC will maintain the initial adequate inventory of chinaware, glassware and silverware furnished by the School District.
- 6) The FSMC shall operate and care for all equipment and food service areas (floors, walls, window, lights, bathrooms excepted) in a clean, safe and healthy condition in accordance with standards acceptable to the School District and comply with all applicable laws, ordinance, regulations and rules of Federal, State and local authorities.

REPAIRS – SCHOOL DISTRICT

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

REPAIRS – FSMC

- 1) The FSMC will be responsible for maintaining the facilities in a good state of repair.
- 2) The FSMC will be responsible for advising the School District of any needed repairs or replacements of any equipment not operating properly.

TELEPHONE SERVICE/NO PERSONAL CALLS

- 1) The School District will furnish an inter-school telephone in each of the cafeteria offices. Telephone service outside the schools is the responsibility of the FSMC.
- 2) No employee of the FSMC shall use any School District's telephone for personal calls.

USE OF FACILITIES – SCHOOL DISTRICT

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

- 5) The School District shall have unlimited access to all areas used by the FSMC for inspections and audits.

RENTAL OF FACILITIES FOR COMMUNITY USE

The School 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 School District may require that a member (s) of the food service staff designated by the resident manager be on duty to assure the safe use of School District-owned equipment and/or to provide access to the facilities.

ENVIRONMENTAL

The School District and the food service management company shall comply with all applicable standards, orders, and requirements concerning environmental compliance, including, but not limited to the following:

- a. Section 306 of the Clean Air Act, (42 USC 1857(h));
- b. Section 508 of the Clean Water Act, 33 USC 1368;
- c. Executive Order 11738;
- d. Environmental Protection Agency regulations, (40 CFR, Part 15)

SANITATION/SAFETY –SCHOOL DISTRICT

- 1) The School District shall provide garbage bags and remove all garbage and trash from the School District's property.
- 2) The School District shall be responsible for painting and/or decorating within the kitchen and dining areas.
- 3) The School District shall be responsible for periodic cleaning, waxing, and buffing of dining room and kitchen floors.
- 4) The School District will maintain the walls, ceilings, windows, blinds, ducts and the hoods above the filter lines.
- 5) The School District will provide daily cleaning of tables, chairs and kitchen floors.
- 6) The School District shall make available sanitary toilet facilities for the employees of the FSMC. The School District will provide toilet paper, hand soap, and paper towels for all hand sinks.
- 7) See "Appendix I" for an overview of all cost responsibilities.

SANITATION/SAFETY – FSMC

- 1) The FSMC shall have state or local health certification for any facility outside the school in which it proposes to prepare meals and the FSMC shall maintain this health certification for the duration of the contract.
- 2) The FSMC shall be responsible for the sanitary handling of garbage and trash and must use the receptacles provided by the School District. The School District shall remove garbage/trash from the cafeteria area.
- 3) The FSMC shall clean the kitchen area, including but not limited to regular washing and cleaning of food preparation, storage and service counter areas, dishwashing and cleaning of equipment, sinks, counters, silverware and utensils.
- 4) The FSMC shall comply with all local and state sanitation requirements in the preparation of food.
- 5) The FSMC shall maintain safety programs for employees as required.

- 6) The FSMC will provide sanitation standards covering housekeeping, preparation, storage, employees, and equipment. The FSMC will also make adjustments to practices and operation of equipment as required.
- 7) The FSMC shall cooperate in any School District recycling program that may be implemented.
- 8) The FSMC will establish, implement, and maintain a HACCP program.

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 comply with all building rules and regulations.
- 4) The FSMC shall maintain applicable health certifications.

STAFF MANAGEMENT & DEVELOPMENT

EMPLOYEES

The FSMC will maintain on duty a staff which, in the opinion of the School District and the FSMC, is adequate for efficient operation, and to provide expert administrative, dietetic purchasing, engineering, consulting and personnel advice and supervision. The FSMC will employ only persons acceptable to the School District and will transfer or discharge those who are or may become unacceptable. The FSMC shall describe their personnel management philosophy, particularly regarding the resident managers and their relationships to existing staff.

FSMC - FOOD SERVICE PERSONNEL

- 1) The FSMC may recommend hours and number of positions at each school location in order to meet national standards in food service for meals served per labor hours planned for operations.
- 2) The School District requires that a full time Food Service Director be on site.
- 3) FSMC should propose to offer salaries and benefits to existing school lunch workers at comparable rates, hours and benefits to those in in effect during the 2025-2026 school year for the provision of Food Service Management Services.
- 4) The FSMC shall have the sole responsibility to compensate its employees, including applicable taxes, insurances, and worker's compensation and shall be solely responsible for any losses incurred by the School District, resulting from dishonest, fraudulent or negligent acts on the part of its employees or agents. All food service employees shall comply with all rules of the School District, Local and County Health Departments and New Jersey Department of Health.
- 5) All personnel issues, concerns, or employment practices litigation associated with FSMC personnel are the sole responsibility of the FSMC, not the School District. Any costs or expenses associated with the FSMC personnel, or their actions, would be paid by the FSMC. FSMC personnel are not agents or representatives of the LEA, and the FSMC shall be responsible for errors, omissions, and payment claims made the FSMC personnel.
- 6) The FSMC shall maintain its own personnel policies and fringe benefits for its employees, subject to review by the School District. Describe how many hours an employee must work to receive each benefit.

- 7) The FSMC shall supply with this proposal a full description of the proposed benefit package, including but not limited to levels of coverage, co-pay features and any other limitations. Health insurance costs must be included in the proposed budget.
- 8) The FSMC and its employees shall comply with all wage and hours of employment requirements of Federal and State law. All employees of the FSMC shall be paid in accordance with the Fair Labor Standards Act, as amended and any other applicable statutes.
- 9) The FSMC **shall** comply with the criminal background checks/fingerprints regulations required by law for all new hires, Chapter 116, P.L. 1986.
- 10) The FSMC shall comply with Title VI of the Civil Rights Act of 1964, and the implementing regulations of the United States Department of Agriculture issued thereunder and any additions of amendments. Respondents will certify by signing the RFP forms that the FSMC is in compliance.
- 11) The School District may require in writing the removal of an employee of the FSMC who violates health requirement or conducts himself/herself in a manner that is detrimental to the physical, mental or moral well-being of students. The FSMC shall adhere to state regulations in screening prospective employees.
- 12) In the event of the removal or suspension of any such employee, the FSMC shall immediately restructure its staff without disruption in service.
- 13) All food service personnel assigned to each school shall be instructed on the use of all emergency valve, switches, and fire and safety devices in the kitchen and cafeteria areas.
- 14) The use of student workers or students enrolled in the School District is prohibited without prior School District approval.

HEALTH EXAMINATIONS

The FSMC shall cause all of the employees of the cafeteria to submit to periodic health examinations at least as frequent and as stringent as required by law or requirements of the School District, and to submit satisfactory evidence of compliance with all health regulations to the School District. The School District shall maintain applicable health certification and assure that all State and local regulations are being met by the FSMC preparing and serving meals. 7 C.F.R., 210.56(a)(7).

TRAINING PROGRAM – The FSMC shall describe its training program for FSMC employees.

LAW AGAINST DISCRIMINATION

During performance of this contract, the FSMC and his subcontractors agree to comply with P.L. 1975, c.127, “Law Against Discrimination” in accordance with provisions described in Exhibit “A” attached hereto. The mandatory language of N.J.A.C. 17:27-1.1 et seq. promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time is attached hereto made a part hereof and incorporated herein by reference. The contract with the FSMC may be rescinded if the FSMC fails to submit proof of compliance with the regulations set forth in N.J.A.C. 17:27. The regulations are available online at: https://www.nj.gov/treasury/contract_compliance/ or will be provided to you upon request.

FINANCIAL ACCOUNTING, REPORTING SYSTEMS AND RECORDS

THE FSMC SHALL ASSUME ACCOUNTABILITY AND RESPONSIBILITY FOR:

- 1) Daily bookkeeping and recording functions, including State and Federal reimbursements, if applicable.
- 2) Monthly Profit and Loss Statement.

- 3) Annual budgeting.
- 4) Cost and inventory controls.
- 5) Organization and preparation of records for annual audit by School District.
- 6) The FSMC, at its own expense, shall comply with AICPA Standards of Auditing Standards #70 in accordance with regulations.

THE LEA SHALL ASSUME ACCOUNTABILITY AND RESPONSIBILITY FOR:

- 1) The School District shall designate by name and title the employee whose responsibility shall be to supervise and audit all financially related operations of the FSMC pertinent to the School District.
- 2) The School District, at its own expense, may audit the FSMC's operations at the School District periodically and at the years end audit.

PREPARATION AND DUE DATES FOR REPORTS

- 1) The FSMC will provide computer software to complete the record keeping required. Describe software and its use. The FSMC should describe the proposed software and its use and include samples of printouts as part of the Proposal. The use of this software is limited to the term of the contract with the School District. Annual software maintenance is an allowable expense of the food service budget.
- 2) All daily cash deposits will be placed in the School District's bank account enterprise fund.
- 3) The FSMC shall bill School District monthly for the actual expenses of operation providing all documentation, verification and backup as required by N.J.S.A. 18A:17-34 and 18A:19 1-4 The FSMC must provide the School District with itemized claims for goods and services.
- 4) Please Note: The State's statutes for administering school funds prohibits the payment of estimated payroll, service fees, vendor's invoices and/or other expenses submitted by the FSMC. Payments cannot be made prior to the submission of the actual documentation for the claim against school funds.
- 5) The FSMC may present a summary of vendor's invoices for accounts payable. Actual invoices must be made available for immediate access by any School District employee, or representative, designated by the School District.
- 6) The FSMC will provide monthly and other reports to the School District, which describes operating costs and related statistical information. The FSMC shall submit to the School District an operating profit and loss statement. Any surplus revenues existing after deduction of approved cost of operations, including the FSMC fees, from verified food service receipts, and the School District's net inventory accrue to the benefit of the School District.
- 7) The FSMC shall maintain such records (supported by invoices, receipts or other evidence) as the School District will need and shall submit monthly operating statements in a format approved by the School District no later than the 20th calendar day succeeding the month in which services were rendered.
- 8) The FSMC shall provide the School District with a year-end statement-summarizing program expenses and statistics.
- 9) The FSMC must operate in conformance with the AICPA Statement of Auditing Standards SOC 1 Report. This service audit is to be conducted at the FSMC's expense by an independent auditor, and a copy of the findings submitted to the School District.
- 10) Books and records of the FSMC pertaining to the school feeding operations shall be available at the School District for a period of three (3) years after submission of the final claim for reimbursement for the fiscal year to which they pertain, for inspection and audit by either State or Federal representatives and auditors. In the

event audit findings have not been resolved, the books and records shall be retained beyond the (three) 3-year period as long as required for the resolution of the issues raised by the audit.

DEPOSITING OF FUNDS/EXPENDITURES

- 1) All income accruing as a result of payments by children and adults, and all other income from sources including but not limited to donations, rebates, banquets, grants and loans must be under the control of the treasurer and shall be deposited in the School District's general operating account. N.J.S.A. 18A:17-34 and N.J.S.A. 18A:19-1-4. All deposits shall be made by the FSMC, in bags, organized by school, with completed deposit tickets.
- 2) All claims and demands, that equal or exceed fifteen percent (15)% of the bid threshold amount established pursuant to N.J.S.A. 18A:18A-3, except for payrolls and debt service, shall be verified by affidavit, or by a signed declaration in writing, contained therein or annexed thereto, to the effect that the same are correct in all particulars, that the articles have been furnished or the service rendered as stated therein and that no bonus has been given or received on account thereof. N.J.S.A. 18A:19-3.
- 3) No claim or demand against a school district shall be paid by the treasurer unless it is authorized by law and the rules of the School District, is fully itemized and verified, has been duly audited as required by law, has been presented to and approved by, a person designated by the School District for that purpose, and the amount required to pay the same is available for said purpose. N.J.S.A. 18A:19-2.
- 4) Loans or advances from the School District to a food service management company are prohibited. N.J.S.A. 18A:19-1.
- 5) The School District shall make payment within thirty (30) days after the submission of an invoice. The School District holds all cash and income. The FSMC shall not charge interest for any late payments made by the School District.
- 6) No payment shall be made by for meals that are spoiled or unwholesome at the time of delivery, or do not meet the details specifications for each food component in the meal pattern, or do not otherwise meet the requirements of the contract.

INCOME

The School District shall receive all income from the program. The FSMC shall deposit all revenues into the school cafeteria fund account(s) maintained by the School District.

The FSMC must retain revenue records broken down by source, type, and category of meal or food service, e.g. ala carte sales, reduced price and full price meals.

RECORDS

The School District and the New Jersey Departments of Education and Agriculture, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the food service management company which are directly pertinent to this contract, for the purpose of making audit, examination, excerpts and transcriptions.

DISCOUNTS

Buying and purchasing procedures will be according to State statutes and the FSMC will make every effort to take advantage of all trade discounts, which shall be credited to the cost of operations. The FSMC will practice all feasible economies in the operation of the cafeteria. The term trade discounts shall cover all percentages normal and allowed in a food.

AICPA SERVICE ORGANIZATION SOC 1 REPORTING

The FSMC, at its own expense, shall comply with the AICPA Standards of Auditing Standards SOC 1 Report in accordance with regulations. The School District shall award contracts to a food service management company only if such a service audit report has been issued.

POINT OF SALE SYSTEMS OR EQUIPMENT RECOMMENDATIONS

- 1) FSMC will describe experience with Point of Sale Systems and make any recommendations for the School District.
- 2) FSMC will also describe any equipment recommendations.

TRANSITION PLAN

The FSMC shall submit a proposed transition plan that shall indicate the activities, procedures, and potential time frames to implement the FSMC's services.

SUBCONTRACTS

The School District will recognize only the successful FSMC for the proper execution of the entire work under the contract. No sub-contractor will be allowed to perform any work without the express written permission of the School District. The contract cannot be assigned by either party without the written consent of the other party.

DESCRIPTION OF PRESENT FOOD SERVICES

- a. Food is prepared in two (2) kitchens: one (1) at Ramapo High School and one (1) at Indian Hills High School.
- b. Ramapo High School is located at 331 George Street, Franklin Lakes, New Jersey with an enrollment of 1,148 students as of 10-15-2025.
- c. Indian Hills High School is located at 97 Yawpo Avenue, Oakland, New Jersey with an enrollment of 690 students as of 10-15-2025.
- d. Food supplies are purchased by the FSMC.
- e. The School District does not participate in any federal nutrition or milk programs.
- f. A copy of the school calendar for 2026-2027 is attached.
- g. Budget projects should be based on one hundred seventy (170) operating days.

OTHER REQUIREMENTS

FSMC are required to be registered with the State of New Jersey, Department of Agriculture, Bureau of Child Nutrition to conduct business in the State of New Jersey.

ACCEPTANCE OF PROPOSALS AND AWARDS

The procedures developed for the award of the contract constitutes a "fair and open" process pursuant to N.J.S.A. 19:44A-20.7. A decision on whether the contract will be awarded and to whom it will be awarded shall be made within sixty (60) days from the date the proposals are opened. The contract, if awarded, shall be awarded to the FSMC who submits the most advantageous proposal based on price and the qualifications of the FSMC and other factors considered.

It is the intent of the School District to accept the proposal that will best promote the public interest and is most advantageous to the School District. The following criteria will be considered by the School District in evaluating the proposals submitted in response to this Request for Proposals:

I. Technical Criteria and Qualifications (Forty Percent) 40%:

A. Proposed Methodology

1. Does the FSMC's proposal demonstrate a clear understanding of the scope of services and related objectives?
2. Does the FSMC's proposal demonstrate a complete understanding of the School District's Food Service Program and its service requirements?
3. Is the FSMC's proposal complete and responsive to the specific RFP requirements?
4. What is the FSMC's experience and reputation in the field?
5. Will the service programs offered by the FSMC complement and enhance the school food service program?

B. Submission of Operating Statement and all required information and forms.

1. Organization of chapters in specified order.
2. The accuracy of data submitted to support of the RFP.
3. Proposed menus and menu patterns including the required twenty one (21)-day menu and menu format. All food must meet all purchase specifications as set forth in this RFP.
4. Proposed Price Schedule.
5. Proposed labor-staffing patterns with detailed costs of wages, taxes, benefits, etc.
6. Proposed management staffing. On-site Food Service Director Required.
7. Evidence of a comprehensive food handling, housekeeping and sanitation program.
8. Past performance in other School Districts and the demonstrated ability and experience of the FSMC to perform under the terms and conditions of the RFP.
9. The qualification and experience of personnel and the demonstrated ability of the FSMC to successfully manage independent school programs. FSMC should have a minimum of five (5) years' experience in a least five (5) New Jersey school district of comparable size. (Attach client list, indicating name of client, period of time serviced, address, telephone number and name of contact person.)
10. Evidence of a Nutrition Education/Awareness Program Implementation Plan for the School Meals Initiative for Healthy Children Act.
11. Evidence of a sound school lunch record keeping system. Evidence of software program used to complete this task.

12. Evidence of programs offered by the FSMC that will complement and enhance the school food service program.
 13. Evidence of a program to keep the School District current and aware of policies and procedures of State and Federal Government as far as school food service and nutrition is concerned.
 14. Adherence to sound accounting control, inventory and reporting. A sample of the FSMC monthly financial report must be submitted with this proposal. Including the latest audit.
 15. Evidence of proper purchasing practices.
 16. Evidence of financial stability and available resources of successfully perform the food service program specified.
 17. FSMC's policy regarding refreshments/meals at special school functions.
 18. Evidence of all information required in Appendix II for each Chapter and organized as specified.
- C. History and experience in performing the work:
1. Does the FSMC's proposal demonstrate the ability and experience of the FSMC to perform under the terms and conditions of the RFP?
 2. Does the FSMC document a record of reliability of timely response?
 3. Does the FSMC demonstrate a track record of reliable and competent service?
 4. Does the FSMC document industry experience?
 5. Does the FSMC have a record of moral integrity?
 6. Has the past performance of the FSMC's proposed methodology been documented?
 7. Does the FSMC's proposal reflect that the FSMC is well versed in all applicable requirements and practices?

II. Management Criteria (Thirty Percent) 30%:

- A. Management:
1. What is the proposed project management of the FSMC?
 2. Will the FSMC provide all services in a timely fashion to meet the School District's needs?
 2. How is work distributed among the FSMC's staff, if there are principals and associates?
- B. Availability of personnel, facilities, equipment and other resources:
1. To what extent does the FSMC rely on in-house resources as opposed to contracted resources? Describe the depth, extent, scope and availability of support personnel, including the amount of personnel representation, visitation and coverage by the management team.
 2. Is the availability of in-house and contract resources documented?

C. Qualification and experience of personnel:

1. Documentation of experience in performing similar work by employees and when appropriate, sub-FSMCs.
2. Documentation of oversight and mentoring of newer/inexperienced employees.
3. Description of FSMC training programs for employees, supervisors and managers.

III. **Cost Criteria (Thirty Percent) 30%:**

A. Cost of goods to be provided or services to be performed:

1. Relative cost:
 - a) The competitiveness of the FSMC's administrative/management fee in relation to the services performed and the objectives of the School District (as determined by proposed financial budget form completed by FSMC for one hundred seventy (170) operating days).
 - b) The competitiveness of the FSMC's guaranteed profit/net loss, if any, to the School District for the school food service program (as determined by proposed financial budget form completed by FSMC for one hundred seventy (170) operating days).
2. How does the fee schedule compare to other similarly scored proposals?
3. Full explanation: Is the price and its component charges adequately explained or documented?
4. FSMC's financial stability and strength: Does the FSMC have sufficient financial resources to meet its obligations?

REQUIRED FORMS

The FSMC must complete and submit all Exhibits as required and must respond and submit all documents pursuant to Appendix II, which is attached hereto and made a part hereof. Proposers' failure to complete these requirements may result in the School District's rejecting the proposal as non-responsive.

FINANCIAL ARRANGEMENTS

All proposals shall be valid and may not be withdrawn for sixty (60) days after submission. The FSMC must clearly outline the proposed financial arrangements in the response, including any conditions that may affect the financial representations made in the proposal. The FSMC must complete all Exhibits and agree on the components of the service charges quoted in the proposal. Administrative/ Service Fee can be based on a flat rate or a per meal basis.

FSMC's CORE CONTRACT

The School District hereby reserves the right to supplement and amend the FSMC's Core Contract. Further, should any terms contained herein or any such supplement or amendment, the terms of this Request for Proposal and any supplement or amendment shall control to the extent it is not prohibited by States or Federal law.

ADDITIONAL CONTRACT REQUIREMENTS

DISPUTE RESOLUTION - The laws of the State of New Jersey shall govern the validity of this Agreement, its interpretation, performance and remedies for contract breach or any other claims related to this Agreement, without regard to any conflicts of law provisions that would apply the law of another jurisdiction. Any and all claims, disputes or other matters in question between the School District and the FSMC arising out of or relating to this Agreement or alleged breach thereof, shall be subject to and determined by a court of competent jurisdiction venued in Bergen County, New Jersey.

The FSMC hereby KNOWINGLY and IRREVOCABLY WAIVES ITS RIGHT TO TRIAL BY JURY in any action arising out of or relating to this Agreement. This waiver does not apply to personal injury actions or to any action in which another party, not bound by such a waiver, demands trial by jury.

NO WAIVER

No failure or delay on the part of the School District in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise of any right. If the School District waives any right in writing, the FSMC has a right to rely upon it.

APPENDIX I

GENERAL INFORMATION/ COST CHECKLIST

**Ramapo Indian Hills Regional
High School District**

COST RESPONSIBILITIES

FOOD	FOOD SERVICE MANAGEMENT COMPANY	LEA
PROCESSING OF INVOICES	X	
PAYMENT OF INVOICES	X	
USDA ADMINISTRATIVE CHARGES	N/A	
USDA PROCESSING CHARGES	N/A	
USDA DELIVERY CHARGES	N/A	
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 AIDES		X
FOOD SERVICE PERSONNEL ISSUES	X	
ADDITIONAL ITEMS		
CHINA/SILVER/GLASSWARE - ORIGINAL PURCHASE TO INVENTORY LEVEL REQUIRED FOR OPERATION	X	
CHINA/SILVER/GLASSWARE - REPLACEMENT DURING OPERATION	X	
TELEPHONE - LOCAL		X
REMOVAL OF TRASH AND GARBAGE FROM KITCHEN		X
REMOVAL OF TRASH AND GARBAGE FROM DINING ROOMS		X
REPLACEMENT OF NON- EXPENDABLE EQUIPMENT		X
INSURANCE'S LIABILITY	X	
COST OF REPAIRING EQUIPMENT (CAPITAL ITEMS)		X
MAINTAIN LEASES VEHICLE, OPERATING EXPENSES, REPAIRS, GAS, OIL	N/A	
UNIFORMS	X	
TRAVEL (LOCAL) - REQUIRED AS REQUESTED	X	
AUDITORS FEES		X

COST RESPONSIBILITIES

ADDITIONAL ITEMS (CONTINUED)	FOOD SERVICE MANAGEMENT COMPANY	LEA
TRANSPORTATION OF MEALS, IF APPLICABLE	N/A	
WHO PROVIDES DELIVERY VEHICLE, IF APPLICABLE	N/A	
WHO TYPES MONTHLY MENUS	X	
PICK UP OF DONATED FOODS FROM N.J.D.A.	N/A	
SUPPLIES		
GARBAGE BAGS PROVIDED BY		X
DETERGENT AND CLEANING SUPPLIES	X	
PAPER SUPPLIES	X	
MENU PAPER AND PRINTING	X	
POSTAGE	X	
TAXES/LICENSES/PERMITS	X	
PEST CONTROL/EXTERMINATION SERVICES		X
UTILITIES		X
MENU PAPER	X	
MENU DUPLICATION	X	
HEALTH LICENSE		X
CLEANING		
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	
FLOORS IN SERVING COUNTER AREA	X	
FLOORS - DINING ROOM		X
DINING ROOM - TABLE TOPS		
DINING ROOM - CHAIRS		X
KITCHEN COUNTERS/WORKTABLES	X	
TRASH REMOVAL FROM DINING ROOM		X
TRASH REMOVAL FROM KITCHEN		X
TRASH REMOVAL FROM SCHOOL PROPERTY		X

RAMAPO INDIAN HILLS REGIONAL SCHOOL DISTRICT

GENERAL INFORMATION

GENERAL INFORMATION

- The School District anticipates no more than one hundred seventy (170) Food Service Days for the **2026-2027** School Year, with both schools having the same calendar. For 2026-27 School Calendar please see website link at: <https://www.rih.org/calendar>
- The School District Anticipates the District Enrollment to be approximately 1,845 for the **2026-2027** School Year, with 1,148 students at Ramapo High School and 690 students at Indian Hills High School.
- The School has a rotating drop block schedule with a single lunch period lasting 56 minutes.
- The current labor schedule, at a minimum, shall be utilized as the basis for proposal. This includes; hours, rates of pay, and benefits offered.
- The FSMC Personnel Are union affiliated; through the SEIU 32BJ for any questions regarding the CBA please email Ana Maria Hill New Jersey State Director SEIU Local 32BJ at ahill@seiu32bj.org .

ATTACHMENTS AND OTHER INFORMATION:

- Enterprise Fund Audit Statements of Net Position, Revenues, Expenditures and Cash Flows
- Sample Menu
- A la Carte Price list
- Staffing Schedule with all employees listed by building with hours staffed and current hourly rates. (Available on Request)
- Serving Times for Meals
- Cost Responsibility Checklist
- 2026-2027 School District Calendar at link: <https://www.rih.org/calendar>
- Other Pertinent Information, as required

APPENDIX II
Required Components of RFP
CHECKLIST

Required Components of RFP
APPENDIX II 2026-2027

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

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

Checklist of Required Components of RFP

1) Executive Summary

- Cover letter stating the intentions of the FSMC proposal.
- Summary detailing the FSMC findings and recommendations for the LEA's food service program.

2) Budget & Required Documents

- Projected Annual Operating Statement (forms attached).
- A staffing schedule planned for each school, to include job titles, number of hours for each, and rate per hour or salary. Supervisors or bookkeepers should also be included.
- Full time on site Food Service Director is required to be on site.
- Completed - Required components of Appendix II Form.
- Company must be registered and have an approved core contract on file with N.J. State Dept. of Agriculture for fiscal year 2026-2027. Include letter.
- Affirmative Action Acknowledgement (**Exhibit A** Form attached) plus one of below approvals:
 - Evidence of Federal approval, OR
 - N.J. Certificate of Employer Information Report Approval, OR
 - Completed Employee Information Report (Form AA302-form)
- Statement Of Ownership Disclosure (**Exhibit B** Form attached).
- New Jersey Business Registration with the Dept. of Treasury. Please supply a copy of your Business Registration Certificate.
- Disclosure of Prohibited Russia-Belarus Activities & Iran Investment Activities (**Exhibit C** Form attached)
- Non-Collusion Affidavit (**Exhibit D** Form attached)
- Political Contribution Disclosure Form (**Exhibit E** Form attached)
- Insurance coverage for product and personal liability. Please supply a copy of Certificate of Insurance with \$10,000,000 coverage.

FOOD SERVICE MANAGEMENT COMPANY: _____

- Explain position of FSMC on 7CFR 210.21(i-vi) Procurement- Rebates, Discounts, and Credits (Form Attached).

3) Client List

- Client references list of present LEAs served by the contractor in the State of New Jersey. (Client list indicating name, address, telephone number, and contact person.) Must have a minimum of five (5) public schools (LEAs) and have worked in school food service in N.J. for five (5) consecutive years.

4) Company Profile & District Support

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

5) Menu Development

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

6) Marketing & Merchandising

- Description of merchandising and promotional programs and plans.

7) Wellness & Nutrition Education

- Description Definition of FSMC Nutrition Programs.
- Implementation of New Jersey Nutrition Policy.
- Name FSMC Registered Dietitian who will work with LEA.
- Describe the role of the FSMC with the District Wellness Committee.

FOOD SERVICE MANAGEMENT COMPANY: _____

8) Communication & Customer Service

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

9) Standards & Procedures

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

10) Staff Management & Development

- Description of employee training program.
- Description of fringe benefits offered to employees.
- FSMC agrees to discharge or transfer any employee at the request of the LEA. The vacancy is to be filled without interruption of service. Description of how background check, per NJSA 18A:6-7.1, will be implemented.

11) Accounting

- The ability of FSMC to comply with state and federal requirements regarding accounting and reporting.
- Evidence of sound food service accounting, control and inventory systems.
- Description of on-site computerized record keeping system. Include samples of printouts.

12) Point of Sale Systems

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

13) Transition Plan (If Applicable)

- Plan to take LEA from current program to FSMC's program.
- Any equipment and/or facilities recommendations and costs.

14) Other Requirement

- Exceptions to any of the stipulations contained in these specifications or general provisions will be clearly outlined in a separate letter from FSMC.

FOOD SERVICE MANAGEMENT COMPANY: _____

Authorized Signature & Title: _____

Date: _____

REQUIRED FIRST PAGE RESPONSE

PROPOSED ANNUAL OPERATING STATEMENT

with
Required Components of
Administrative/ Management Fee

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

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 SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at:

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.**

The failure to submit such appropriate evidence will result in rescission of the contract.

AFFIRMATIVE ACTION ACKNOWLEDGEMENT AND CERTIFICATION GOODS, SERVICES AND PROFESSIONAL SERVICES CONTRACTS

As a condition to entering into a valid and binding contract with the School District, the Vendor and all subcontractors shall execute this Certification and provide the School District with appropriate evidence that:

1. The Vendor has a federally approved or sanctioned Affirmative Action Plan approval.
2. The Vendor has a Certificate of Employee Information Report issued in accordance with to N.J.A.C. 17:27-4.
3. The Vendor has an Employee Information Report (AA-302) provided by the Division to the School District for distribution to and completion by the Vendor in accordance with N.J.A.C. 17:27-4. Complete the form and forward it to the Division, with the fee, for issuance of a Certificate of Employee Information Report. A copy shall be submitted to the School District within seven (7) days of the notice of the intent to award the contract or the signing of the contract.

The failure to submit such appropriate evidence will result in rescission of the contract.

I certify that our Company has never before applied for a Certificate of Employee Information Report in accordance with the rules promulgated by the State Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and I agree to submit immediately a copy of the Employee Information Report (AA-302) to the Division of Public Contracts Equal Employment Opportunity Compliance, Department of Treasury, P.O. Box 209, Trenton, NJ 08625.

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

SIGNATURE _____ NAME _____

DATE _____ TITLE _____

EXHIBIT B

To be completed, signed and returned with Bid/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)**

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

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

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

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

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

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

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 ”).					

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

<input type="checkbox"/>	<p><i>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.)</i></p>
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CONTRACT AMENDMENTS AND EXTENSIONS

<input type="checkbox"/>	<p><i>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.)</i></p>
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IF UNABLE TO CERTIFY

<input type="checkbox"/>	<p><i>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. <u>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.</u></i></p>
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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 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 Contracting Unit to notify the 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 Contracting Unit and that the Contracting Unit at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)		Title	
Signature		Date	

EXHIBIT D

AFFIDAVIT OF NONCOLLUSION

STATE OF _____)

ss:

COUNTY OF _____)

I, _____, residing in the _____ of _____ in the County of _____ and State of _____, of full age, being duly sworn according to law on my oath depose and say:

I am _____ of the firm of _____, the proposer making the proposal for the above named project. I executed the proposal with full authority to do so. The proposer has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project. All statements contained in proposal and in this affidavit are true and correct, and made with the full knowledge that the Ramapo Indian Hills School District will rely upon the truth of the statements contained in the Proposal and in the statements contained in this affidavit in awarding the contract for the project.

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.

Name of Contractor

By: _____

(Signature of Authorized Representative)

Subscribed and sworn to before me this ___ day of _____, 20__.

Notary Public of _____
My Commission expires ___/___/20__.

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

County Name: BERGEN
State: Governor
Legislative District #s:

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

County: BERGEN

County Commissioners
{County Executive}

Surrogate

County Clerk

Sheriff

Municipalities (Mayor and members of governing bodies of Franklin Lakes, Oakland and Wyckoff, regardless of title):