



KEAN

REQUEST FOR PROPOSAL FOOD SERVICE OPERATION Bid No. K24-2-14-1

Event	Date	Time
Pre-Proposal Conference Date	1/16/2025	10:00 a.m.
Questions and Inquiries Deadline	1/30/2025	12:00 p.m.
Proposal Submission/Bid Opening Date	2/26/2025	2:00 p.m.

Dates are subject to change. All changes will be reflected in Addenda to the RFP.

	Status	Category
Small Business Set-Aside	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Entire Contract <input type="checkbox"/> Partial Contract <input type="checkbox"/> Subcontracting Only	<ul style="list-style-type: none">• I• II• III

RFP Issued By:

University Procurement and Business Services
1000 Morris Avenue
Union, NJ 07083
Tel. No. (908) 737-5050

Date: January 7, 2025

KEAN UNIVERSITY
FOOD SERVICE OPERATION
Bid No. [K24-2-14-1]

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1. PURPOSE AND INTENT

The purpose of this Request for Proposal (“RFP”) is to solicit proposals from qualified Contractors, experienced in all phases of Food Service Operations. The contract resulting from this RFP will provide that the successful Contractor shall have the right(s) to provide, as an independent contractor, Kean University (“the University”) Food Service Operations. The University’s primary objective is to provide a high level of foodservice which reflects the University’s emphasis of community between students, faculty, and staff.

2. KEY DATES

2.1. Calendar of Events:

The following list identifies key target dates that will be used through the RFP process. These dates are subject to change at the discretion of the University. The Contractor will be informed promptly if and when dates pertaining to the RFP process and to the new foodservice management contract are changed by the University from what is shown below.

<u>DATE</u>	<u>ACTIVITY</u>
1/7/2025	RFP Issue Date
1/16/2025	Pre-Proposal Conference/Tours of Kean University Foodservice Facilities at 10:00 a.m.
1/30/2025	Deadline for Submission of Written Questions from Contractor at 12:00 p.m. EDT
2/4/2025	Deadline for Responses by Kean University to Contractor Questions
2/26/2025	RFP Response Due Date 2:00 p.m. EDT
7/1/2025	Estimated Start Date of New Contract

2.2 Pre-Proposal Conference:

The purpose of the non-mandatory Pre-Proposal Conference is to answer general questions concerning this RFP. Any written responses to questions and/or additional information pertaining to this RFP will be answered in an addendum and made available to all potential Contractors.

Date: January 16th, 2025
Time: 10:00 a.m. EST
Location: Miron Student Center Greek Lounge (Union Campus)

With the exception of a true and actual emergency this will be the only time Contractors will be permitted in the back-of-the-house spaces of the

foodservice operations, nor will they be permitted to request plans for any foodservice facilities at any other time. Contractors may visit the public spaces of the foodservices but must obtain permission in writing from Orley Wainberg, Associate Vice President for Business Affairs, prior to their visit(s).

A question-and-answer session will be conducted during this conference to respond to oral questions from any and all Contractors. All such requests for information and responses will be disseminated through Porter Khouw Consulting, Inc.

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

Please utilize the *optional* registration link provided below to formally register attendees for the pre-proposal conference:

<https://www.surveymonkey.com/r/KeanUniversityPreBidRegistration>

2.3 Questions and Inquiries:

It is the policy of Kean University to accept questions and inquiries in writing from any and all potential Contractors. Questions from the Contractor before and after the Pre-Proposal Conference will be handled in the following manner. No interpretation of the meaning of the RFP documents as defined in the general conditions, nor correction of any apparent ambiguity, inconsistency, or error therein, will be made to the Contractor orally. Any oral explanation or instruction given aside from the RFP document review meeting, before the award of the contract, will not be binding. All written questions must be submitted via email to University Procurement and Business Services at procurementbids@kean.edu with a copy to aporter@porterkhouwconsulting.com by 12:00 p.m. on [INSERT DATE]. No written questions will be accepted after this time.

2.4 Submission of Proposal:

The proposal shall be submitted in an organized manner, electronically, with sections appropriately identified for each section identified in **Section 9.0 Technical Proposal** of this RFP.

Wherever repetition occurs in the RFP, with regard to similar requests for information, Contractor need not repeat the information. However, reference should be made to the exact location in the proposal response where the information is already recorded.

Contractor must bear all costs associated with the preparation of the proposal response and any oral presentations(s) requested by Kean University.

The proposal must be delivered via email to procurementbids@kean.edu with a copy to aporter@porterkhouwconsulting.com as an attachment in PDF format. This RFP submission is due by 2:00 p.m. on February 26, 2025.

A proposal received after the submission date and time will not be considered. Requests for extension of submission date and time will not be granted unless the University determines, at its sole discretion, that the original due date appears impractical. Notice of any extension will be provided in writing to Contractor. Proposals will be publicly opened via teleconference. Any person(s) wishing to participate in the public bid opening process may do so by using the following dial-in information on the date and time specified above:

LINK: <https://kean-edu.zoom.us/j/99946409981>
DIAL-IN: (US) +1 646 931 3860
MEETING ID: 999 4640 9981

3. CONTRACT AND PROPOSAL INFORMATION

3.1. Issuing Office

This RFP is issued by University Procurement and Business Services of Kean University. That issuing office is the sole point of contact for purposes of this RFP.

3.2 Proposal Preparation

Proposals shall be submitted **via email to procurementbids@kean.edu** as an attachment in PDF and Excel format. The subject line of your email must read “**BID SUBMISSION – Bid No. K24-2-14-1.**”

The Contractor must include in the proposal submission all items required by the proposal specifications and Document Checklist.

Except in case of emergency, Contractors have the right to challenge award of Contract to the awarded Contractor on specific and valid grounds.

Proposals shall remain open for acceptance and may not be withdrawn for a period of sixty (60) days after Bid Opening Date.

Proposals not submitted and filed in accordance with instructions contained herein and in the Advertisement will be considered informal and rejected as non-responsive in accordance with applicable law.

3.3 Rejection of Proposals

Kean University reserves the right to reject any or all proposals, waive any minor technicalities, or award a contract in whole or in part, if deemed most advantageous to the University, price and other factors considered.

3.4 Cost Liability

Kean University assumes no responsibility and no liability for costs incurred by Contractors prior to issuance of an agreement, contract, or purchase order. The Contractors will be responsible for all costs associated with the preparation and submission of the proposals.

3.5 Addendum/Revisions for Proposal

There are no designated dates for release of an addendum. In the event it becomes necessary to revise any part of this RFP, such revisions will be provided as an addendum to all Contractors who received the initial RFP, which will be advertised in accordance with N.J.S.A. 18A:64-65(b).

It is the sole responsibility of the Contractor to be knowledgeable of any addenda issued related to the RFP.

3.6 Response Date

In order to be considered for selection, proposals must arrive at the issuing office in accordance with the instructions set forth in this RFP on or before the date and time specified.

3.7 Contractor's Proposals

3.7.1 Price Alterations:

A Contractor may modify in writing the proposal received by University Procurement and Business Services at any time prior to the scheduled time for receipt of proposals. Any price modification must be signed by the Contractor and must be accompanied by a similarly modified bond.

3.7.2 Withdrawal:

A Contractor may request to withdraw its proposal prior to opening. Such request must be made in writing to the Associate Vice President of University Procurement and Business Services. If the request is granted, the Contractor may submit a revised proposal as long as the revised proposal is received prior to the announced date, time, and place specified for the opening of proposals.

3.8 Acceptance of Proposal Content

The contents of the proposal of the successful Contractor will become a part of any contract awarded because of these specifications unless the University takes specific exception. Any specific exception taken by the University shall be noted and incorporated into the formal contract resulting from this RFP. In the event of an inconsistency between the terms of this RFP and a Contractor's response, the terms of this RFP shall govern.

3.9 Contents of Proposal

Subsequent to bid opening, all information submitted by a Contractor in the proposal is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A 47:1A-1 et seq., and common law.

A Contractor may designate specific information in its proposal as not subject to disclosure when the Contractor has a good faith legal/factual basis for such assertion. The University reserves the right to make the determination and will advise the Contractor accordingly. The location in the proposal of any such designation should be clearly stated in a cover letter. The University will not honor any attempt by a Contractor, either to designate its entire proposal as proprietary, and/or to claim copyright protection for its entire proposal.

By signing the signature page of the proposal, the Contractor waives any claims of copyright protection set forth within the manufacturer price list and/or catalog, if applicable.

3.10 Economy of Preparation

Proposals should be clear and to the point, providing a straightforward, concise description of Contractor's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

3.11 Oral Presentation

Contractors who submit proposals in response to this RFP may be required to give an oral presentation of the proposal to the issuing office. This will provide an opportunity for the Contractor to clarify or elaborate on its proposal but will not in any way change the Contractor's original proposal. The issuing office will schedule the time and location of any oral presentations, if applicable. This presentation may also include an inspection of Contractor's facilities or similar operations if deemed to be necessary. The University shall have sole discretion in determining if oral presentations are required for this RFP.

3.12 Prime Contractor's Responsibilities

The successful Contractor will be required to assume sole responsibility for the complete effort as required by this RFP. The University will consider the selected Contractor to be the sole point of contact regarding contractual matters.

3.13 Subcontracting

The successful Contractor who is awarded a contract under this RFP shall not subcontract the contract, in whole or in part, without the prior written consent of the University's Chief Financial Officer ("CFO"). Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract.

3.14 Assignment

The successful Contractor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of an awarded contract or its rights, title or interest therein or its power to execute such contract to any other person, company or corporation without the previous written consent and approval of the University's Chief Financial Officer. Money due or to become due to the successful Contractor hereunder shall not be assigned for any purposes whatsoever.

3.15 Price Changes

All pricing charged to Kean University shall be firm and not change without the University's written approval. This provision is applicable to any contract extensions granted to the successful Contractor.

3.16 Accounting Records

3.16.1 Accounting Cost Record:

The successful Contractor is required to maintain accounting records and other evidence pertaining to costs incurred on the contract and to make the records available to the University at all reasonable times during the contract period and for five (5) full years from the date of the final payment.

3.16.2 Accounting Transaction Record:

The successful Contractor is required to maintain all documentation and other evidence related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

3.16.3 Accounting Access:

Kean University, its authorized agents, and/or state auditors shall have full access to and the right to examine any of the successful Contractor's records during the contract period and for five (5) full years from the time of the final contract payment.

3.17 Ownership of Materials

Ownership of all data, materials and documentation originated and prepared for the University pursuant to this contract shall belong exclusively to Kean University.

3.18 Award of Contract and Contract Period

3.18.1 Contract Execution:

In executing a contract, the successful Contractor agrees to perform the work to the satisfaction of Kean University and to complete the work in a timely manner as required by the University.

3.18.2 Contract Term:

The contract will be for a five (5) year term commencing with the formal date of award. This contract may be extended for up to one (1) additional Five (5) year renewal as deemed permissible under the standing operating rules and procedures adopted by the Kean University Board of Trustees, and upon the written agreement of both parties. The approximate starting date of this contract shall be July 1st, 2025. Should the University decide to renew this contract, notice will be given to the Contractor no later than ninety (90) days prior to the termination of the current term. The Contractor shall indicate acceptance in writing within thirty (30) days after the notice of the proposed renewal. In the event the contract term is renewed, all the original terms shall remain in effect for the new term unless as renegotiated as stipulated in 3.18.6 of this RFP. In both cases, a new performance and payment security for the new term shall be provided by the Contractor, if applicable.

3.18.3 Written Contract:

The successful Contractor shall enter into a written contract with Kean University. Kean University will provide the contract in accordance with the laws of the State of New Jersey.

3.18.4 Laws and Regulations:

The successful Contractor shall comply with all federal, state and local laws and/or regulations. In addition, the successful Contractor shall be required to comply with all Kean University policies and procedures.

3.18.5 Cancellation of Award:

Kean University reserves the right to cancel the award of any contract before execution by the University, even if the successful Contractor has executed it, if the University determines such cancellation to be in its best interests. In no event will Kean University have any liability for the cancellation of such award. The successful Contractor assumes sole risk and responsibility for expenses prior to execution of the contract by the University.

3.18.6 Incumbent Only Renegotiation:

Kean University reserves the right at any time in the term of this contract, to initiate an Incumbent Only Renegotiation (IOR) of its existing foodservice contract, herein referred to as the "Invitation to Negotiate" (ITN) process, that will result in an Addendum to this Contract. The first IOR will go into effect when significant renovations to the Miron Student Center commence. This process will engage the incumbent foodservice provider exclusively, requiring them to submit both a Program Response and a Financial Response based on the scope and operational changes necessitated by the renovation of the Miron Student Center. During the ITN process, the incumbent will provide a comprehensive plan that reflects the transformation of the Miron Student Center into the central residential dining facility. Additionally, it must account for potential operational impacts, including the temporary or permanent deactivation of Keanu's Kitchen and other retail dining locations as a direct result of the renovation project. The responses will be evaluated based on their alignment with Kean University's strategic objectives for residential dining services, financial sustainability, and capacity to support the increased demand and altered service flows anticipated upon project completion. Kean University reserves the right to terminate the existing agreement and proceed with an open competitive bidding process should the incumbent provider fail to meet the University's expectations through the ITN process.

3.19 Contract Initiation

There may be a meeting or meetings with the successful Contractor and Kean University prior to the start of contract. At this time, the Contractor may be asked to submit, in accordance with the terms of its proposal, a final plan of operation to the University.

3.20 Compliance of Laws

The Contractor shall comply with all federal, state, or local laws, now in effect or hereafter promulgated, in the performance of its services under this RFP and the contract.

3.21 Contractor Contract Obligations

By submitting a proposal, each Contractor agrees it has been satisfied from its own investigation of the conditions to be met and fully understands and agrees to the conditions, obligations, and requirements that have to be met in the RFP. No Contractor will make any claim for cancellation or relief of the contract without penalty because of any misunderstanding or lack of information presented in the RFP.

3.22 Method of Inspection of Work and Liquidated Damages for Non-Performance

3.22.1 Failure to Comply:

In the event the successful Contractor shall fail to comply with any of the conditions herein provided and as covered by the contract, the University's Chief Financial Officer shall notify the Contractor of such failure or default and demand that the same be remedied within ten (10) business days. In the event the Contractor fails to remedy the same within said cure period, the Chief Financial Officer may take steps to terminate the contract. In this event, the Chief Financial Officer will authorize the service to be performed by any available means, the difference between the actual cost paid and the proposal of the defaulting Contractor to be deducted from the performance security in effect. It shall also be incumbent upon the Contractor to continue operations until relieved by a newly selected Contractor.

3.22.2 Notification Responsibility:

If circumstances beyond the control of the Contractor result in non-performance, it is the responsibility and obligation of the Contractor to make the details known immediately to the Chief Financial Officer, Kean University, 1000 Morris Avenue, Union, New Jersey 07083.

3.22.3 Termination of Proposal:

The University reserves the right to terminate any contract awarded as a result of this proposal for a non-performance of the Terms and Conditions of the proposal by written notice. Liquidated damages, if such action is taken, will be in accordance with Section 3.22.1 above.

3.22.4 Resolution:

Should the result of any investigation or inspection made by the University indicate the services supplied are not satisfactory; the Contractor shall immediately rectify the situation, at no additional cost to the University, to meet the requirements of the University.

3.23 Proposal Security and Performance Security

3.23.1 Security Bond:

Each proposal shall be accompanied by a security payable to Kean University. Proposal security shall be 10% of the total bid amount, and shall be given by bid bond or certified check.

3.23.2 Performance and Payment Security:

The successful Contractor is required to submit a performance security and a payment security each equal to 100% of the bid amount submitted and shall be issued by an insurance or surety company authorized to do business in the State of New Jersey. The amounts of the performance security and payment security shall be in substance the same as the State University Contracts Law, N.J.S.A. 18A:64-67 and 68.

3.24 Procedural Requirements and Amendments to the Contract

3.24.1 Procedural Instructions:

Contractor shall comply with all procedural instructions that may be issued from time to time by University Procurement and Business Services.

3.24.2 Changes to the Proposal:

During the period of the contract, no changes are permitted in any of its conditions, specifications, or pricing unless the Contractor receives written approval from University's CFO or designee.

3.24.3 Specification Modifications:

Modifications in the contract specifications can only be authorized by Kean University, University Procurement and Business Services.

3.24.4 Additions/Deletions:

During the period of the contract or the extension thereof, the University reserves the right to add or delete specific services and/or locations at the prevailing contract prices. Contractor will be given ten (10) days' notice to effect requested change.

3.24.5 Meetings with the University:

The Contractor, or authorized representatives, may be required to meet periodically with the Chief Financial Officer, Associate Vice President for Business Affairs, Director of Auxiliaries, and

University Procurement to discuss all services.

4. UNIVERSITY REQUIREMENTS

4.1. Termination of Contract

In addition to the University's rights to terminate any contract entered into as a result of this RFP for mandatory or discretionary events of default, the University may, in whole or in part, terminate the Contractor's performance whenever without cause upon no less than ninety (90) calendar days' written notice. Upon any such termination, the Contractor's occupancy of university premises will end within 30 days of termination. The Contractor may terminate this agreement without cause upon no less than one hundred and eighty (180) calendar days' written notice. Termination shall be scheduled so that it is effective at the end of the Spring semester. The University shall have up to six (6) months from the date of termination to pay the Contractor in full for any unamortized capital investment(s).

4.2 Contract Changes

During the contract term, no change is permitted to any of its terms and conditions unless the Contractor receives prior written consent from the University's Chief Financial Officer or their designee. In addition, the successful Contractor cannot modify any provisions of its proposal, including but not limited to the terms of the Fee Proposal Form.

The Contractor agrees the prices set forth in its proposal are firm for the duration of the contract and thereafter may be changed only with the prior written approval of the University's CFO or their designee, and in accordance with the Consumer Price Index Food Away from Home. In the event there should be any reduction in the cost of any of the units, such units will be invoiced based on the reduced prices.

4.3 Contractor Insurance Requirements

4.3.1 Insurance Coverage:

The successful Contractor shall, at its own expense, secure and maintain in force for the term of the contract, including contract renewal terms and transition periods, insurance coverage provided herein. All insurance coverage is subject to the approval of the University and shall be issued by an insurance company authorized to do business in the State of New Jersey and which maintain an A.M. Best rating of A- (VII) or better. All insurance required herein, except Worker's Compensation and Owners and Contractors Protective, shall name Kean University, the State of New Jersey, the New Jersey Economic Development Authority, and the New Jersey Educational Facilities Authority as additional insureds. The Contractor expressly agrees that any insurance protection required

by this contract shall in no way limit the Contractor's obligations under this contract and shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it preclude the University from taking such actions as are available to it under any other provisions of this contract or law.

4.3.2 Commercial General Liability Insurance:

Commercial General Liability Insurance written on an occurrence form including independent contractor liability, products/completed operations liability, contractual liability, covering but not limited to the liability assumed under the indemnification provisions of this contract. Coverage for bodily injury and property damage claims arising out of the professional acts of the Contractor and Subcontractors shall also be included. The policy shall not include any endorsement that restricts or reduces coverage as provided by the ISO CG 00 01 form without the approval of the University. The minimum limits of liability shall not be less than a combined single limit of one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate. A "per project endorsement" shall be included, so that the general aggregate limit applies separately to the Project that is the subject of this Contract.

4.3.3 General Automobile Liability Insurance:

General Automobile Liability Insurance covering owned, non-owned, and hired vehicles. The limits of liability shall not be less than a combined single limit of one million dollars (\$1,000,000) per occurrence.

4.3.4 Workers' Compensation Insurance:

Workers' Compensation Insurance applicable to the laws of the State of New Jersey and other State or Federal jurisdictions required to protect the employees of the Contractor and any Subcontractor who will be engaged in the performance of this Contract. The certificate must indicate that no proprietor, partner, executive officer, or member is excluded.

4.3.5 Employers' Liability Insurance:

Employers' Liability Insurance with a limit of liability not less than one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) each employee for injury by disease, and one million dollars (\$1,000,000) injury by disease.

4.3.6 Excess Liability Insurance:

Excess Liability insurance, umbrella insurance form, applying excess of primary to the commercial general liability, general automobile liability and employer's liability insurance shall be provided with minimum limits of five million dollars (\$5,000,000) per

occurrence, five million dollars (\$5,000,000) general aggregate, and five million dollars (\$5,000,000) products/completed operations.

4.3.7 Property Insurance:

Property Insurance shall be maintained by the Contractor to keep its property insured against loss or damage by fire, explosion or other cause normally covered by standard broad form property insurance. The coverage shall also insure against business interruption and extra expense losses. The Contractor agrees to waive its rights and the rights of its subsidiaries and affiliates, to recover from Kean University, the State of New Jersey and/or the New Jersey Education Facilities Authority for damages intended to be covered by a standard broad form property insurance policy including business interruption and extra expense coverage.

4.3.8 Insurance Effective Date:

All required insurance coverage must be in effect no later than 12:01 AM at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions. The Contractor shall require all Subcontractors to comply with all of the insurance requirements described above. The Contractor is responsible for determining the amount of excess liability it will require its Subcontractors to carry. The Contractor shall be responsible for obtaining certificates of insurance for all coverage and renewals thereof for each Subcontractor prior to the Subcontractor's beginning work on the Project. The Contractor shall provide copies of all Subcontractor certificates of insurance to the University upon request.

4.3.9 Certificates of Insurance:

The Contractor shall provide the University with current Certificates of Insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty (30) days written notice to the University. All insurance required herein shall contain a waiver of subrogation in favor of the University.

4.3.10 Insurance Coverage Period:

All insurance coverage must remain in effect for the duration of the contract, including any extensions, and for ninety (90) days following termination of all work.

4.3.11 Insurance Provider:

Contractor should list name of insurance company from which Contractor intends to purchase the above insurance and a person to contact at this firm. This information should be listed in the attached Contractor Data Sheets.

4.3.12 Certificate of Insurance upon Award:

The Contractor may include, with the proposal, the applicable certificate of insurance. This will expedite the contract award process for the successful Contractor. The certificate of insurance should include the Bid No. and Name. Certificates should be forwarded to University Procurement and Business Services, Kean University, 1000 Morris Avenue, Union, New Jersey 07083.

4.3.13 Each policy of insurance should contain an endorsement as follows:

“It is understood and agreed _____
Insurance Company shall notify in writing, University Procurement and Business Services, Kean University, thirty (30) days in advance of the effective date of any reduction in or cancellation of this policy.”

4.4 Indemnification and Hold Harmless:

The successful Contractor shall assume all risk and responsibility for, and agrees to indemnify, defend, and save harmless Kean University, the State of New Jersey, the New Jersey Economic Development Authority, the New Jersey Educational Facilities Authority, and their trustees, directors, officers, agents, servants, and employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs, and expenses in connection therewith on account of the loss of life, illness, injury, damage to or loss of property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from: (1) the work, service or materials provided by the Contractor to operate and/or manage the Food Service Operations contract; or (2) any failure to perform the Contractor’s obligations under the Food Service Operations contract. The Contractor’s obligations under this indemnification clause or any improper or deficient performance of the Contractor’s obligations are not limited by, but are in addition to, the insurance obligations contained in the Food Service Operations contract. Further, the provisions of this indemnification shall in no way limit the obligations assumed by the Contractor under the Food Service Operations contract, nor shall they be construed to neither relieve the Contractor from any liability nor preclude the University from taking any other actions available to it under any other provisions of the Food Service Operations contract or at law. The indemnification obligations hereunder shall survive the completion or termination of the Food Service Operations contract, the successful Contractor and Kean University.

4.5 Availability of Funds:

Any contract award of this RFP will be subject to the availability of sufficient funds.

4.6 Bid Protest:

A Contractor who submits a proposal in response to an advertised RFP and is not ultimately awarded a contract relating to the advertised RFP may submit a written protest setting forth in detail the specific grounds for challenging the award. Written protests shall be sent to the Associate Vice President, University Procurement and Business Services, Maintenance Building, Room 134, 1000 Morris Avenue, Union, NJ 07083, or via email to procurement@kean.edu. The protest shall be filed within ten (10) business days following the Contractor's receipt of written notification of the decision to award the contract. Any protest filed after the 10-day period may be disregarded. If the contract award is protested, the University may proceed to award the contract if the failure to award will result in substantial cost to the University or if public exigency so requires. The Office of University Counsel and/or its designee will render the final decision on all matters that address disqualification of any Contractor.

5. LEGAL PROVISIONS

5.1. EEO/Affirmative Action

Contractor agrees it does not discriminate in the hiring or promotion of any minorities, as designated by the Equal Employment Opportunity Commission of the United States of America, or the Department of Civil Rights of the State of New Jersey, and it does not discriminate against any person or persons on the bases of race, creed, age, color, sex, national origin or handicap.

In addition, Contractor agrees to complete and be bound by a Mandatory Language for Goods, Services and Professional Service Contracts form, and a State of New Jersey Affirmative Action Employee Information Report (AA-302 form). However, if Contractor maintains a current Letter of Federal Approval, or a current Certificate of Employee Information Report approval as issued by the New Jersey Department of Treasury, it may be submitted in lieu of the AA-302 form indicated above.

5.2 Open Public Records Act

Pursuant to the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1.1 et seq., if the University receives a valid request for documents relating to this bid, the University is obligated to provide responsive documents, which may include Contractor's submission in response to this bid. Any portion of the Contractor's bid submission that the Contractor believes to be exempt from disclosure must be identified to the University at the time of bid submission. In requesting such an exemption, Contractor must state the specific statutory or legal justification justifying the exemption from disclosure.

5.3 New Jersey Business Registration Certificate

Pursuant to N.J.S.A. 52:32-44, the University is prohibited from entering into a contract with the successful Contractor unless the successful Contractor has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of Treasury.

Prior to contract award or authorization, the successful Contractor shall provide the University with its proof of business registration. If, at the time of the opening of the proposals, the Contractor is a corporation not organized under the laws of the State of New Jersey, or is not authorized to do business in this State, the Award of the Contract cannot be made until such time as the Contractor provides proof of business registration. Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided. For purchases of an emergent nature, the Contractor shall provide its business registration within two (2) weeks from the date of execution of the Contract or prior to payment for goods or services, whichever is earlier.

Any questions in this regard can be directed to the Division of Revenue and Enterprise Services at (609) 292-9292. Form NJ-REG. can be filed online at <https://www.njportal.com/DOR/BusinessRegistration/>.

5.4 Performance of Contract Services/Buy American

Each Contractor agrees to comply with the provisions of (i) N.J.S.A 52:34-13.2, which requires that all services under the Food Service Operations contract or any subcontract awarded thereto be performed within the United States of America and (ii) N.J.S.A. 52:32-1, which requires that manufactured items or farm products provided under this contract to be used in a public work shall be manufactured or produced in the United States.

5.5 Ownership Disclosure

Any contract for work, goods or services cannot be awarded by the University to any corporation, limited liability company or partnership unless prior to or at the time of proposal submission, the Contractor has disclosed the names and addresses of all owners holding ten percent (10%) or more of the corporation, limited liability company or partnership's stock or interest. N.J.S.A. 52:25-24.2.

5.6 Standards Prohibiting Conflicts of Interest

The successful Contractor shall comply with the provisions of the Conflicts of Interest Law, N.J.S.A. 52:13D-12 to -28 and all other ethics laws, regulations, and Executive Orders, including but not limited to N.J.S.A. 18A:64-6.1 and Executive Order #189 (<https://nj.gov/infobank/circular/eok189.htm>). In addition, each Contractor agrees to be bound by the provisions of the Contractor's Code of Ethics and Business Ethics Guide and execute a Certification evidencing compliance with same. Copies of these documents are collectively attached in the Document Checklist and Forms section of the RFP as Attachment A hereto.

5.6.1 Contract Payment Prohibition:

No Contractor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such Contractor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

5.6.2 Reporting Solicitation for State Officials:

The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State Contractor shall be reported in writing forthwith by the Contractor to the Attorney General and the Executive Commission on Ethical Standards.

5.6.3 Contract Restrictions with State Officers:

No Contractor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such Contractor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed

relationship does not present the potential, actuality or appearance of a conflict of interest.

5.6.4 Prohibition of Contractor Influence on State Officers:

No Contractor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

5.6.5 Prohibition of Using State Positions for Contractor Privileges:

No Contractor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the Contractor or any other person.

5.6.6 Permissible Contracts Under Public Conditions:

The provisions cited above in 5.6.1-5.6.5 shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with Contractors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 5.6.3.

5.7 Chapter 271

5.7.1 Political Disclosure for Contracts:

If a contract is in excess of \$17,500, the Contractor must comply with P.L. 2005 c. 271, by completing and submitting the required Chapter 271 Political Contribution Disclosure Forms, at the time of Notice of Award but prior to execution of the contract. Failure to comply with this political contribution disclosure requirement may result in the cancellation of the contract award and/or the imposition of financial penalties by the New Jersey Election Law Enforcement Commission ("ELEC"). Additional information about this requirement is available from ELEC at 888-313-3532 or at <http://elec.state.nj.us>.

5.7.2 Annual Political Disclosure for Contracts:

The Contractor is further advised of its responsibility to file annual disclosure statements on political contributions with ELEC pursuant to N.J.S.A. 19:44A-20.27, P.L. 2005, c. 271, section 3 if the Contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Contractor's responsibility to

determine if this filing is necessary. Failure to file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at <http://elec.state.nj.us>.

5.8 Americans with Disabilities Act

The Contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101 et seq.

5.9 Compliance

The Contractor must comply with all local, State and federal laws, rules and regulations applicable to the contract and to the goods delivered and/or services performed under the contract.

5.10 Non-Collusion Statement

Kean University requires as a condition precedent to acceptance of a proposal that the Contractor certify that it has not, either 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 such contract. The form for this sworn statement is included in Attachment A here to and must be properly executed to have the proposal considered.

5.11 Warranty of No Solicitation on Commission or Contingent Fee Basis

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. If a breach or violation of this section occurs, Kean University shall have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee. The Contractor's Warranty of No Solicitation is included in Attachment A hereto and must be properly executed to have the proposal considered.

5.12 Prevailing Wage and Benefits

The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.26 et seq. is hereby made a part of every contract entered into by the University, except those contracts which are not within the scope of the Act. The Contractor's acceptance of the bid award and subsequent contract is a guarantee that neither Contractor nor any Subcontractor employed to perform the work has

been suspended or debarred by the Commissioner of the Department of Labor & Workforce Development for violation of the Prevailing Wage Act.

5.13 Small Business Set Aside Program

In accordance with the revised regulations for the State's statutorily-mandated small business set-aside contracting program (N.J.S.A. 52:32-17 et seq.), service disabled veteran-owned business (N.J.A.C. 17:14-5) and Executive Order 71, Kean University will make a good faith effort to award a total of 25% of the dollar value of State contracts for goods and services to eligible small businesses. To be eligible for the program, small businesses must have no more than 100 permanent employees, have their principal place of business in New Jersey and register on or before the bid opening date with the Division of Revenue, Small Business Enterprise Unit. These goals will be reached through the use of set-aside and/or subcontracting contracts. Additional information may be obtained at: <https://www.nj.gov/treasury/purchase/smallbusiness.shtml>.

5.14 Compliance with MacBride Principles and Northern Ireland Act of 1989

Each Contractor shall certify, in accordance with N.J.S.A. 52:34-12.2, that it has no business operations in Northern Ireland or it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5, and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

5.15 Disclosure of Investment Activities in Iran

Each Contractor shall certify, in accordance with N.J.S.A. 52:32-57 and The Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010, that it is not identified on the list created by the Department of the Treasury pursuant to N.J.S.A. 52:32-57(b) as a person or entity that has been determined to engage investment activities in Iran, as described in N.J.S.A. 52:32-56(f). If a Contractor fails to certify or is listed on such list, such Contractor shall be ineligible to bid on, submit a proposal for, or enter into a contract with Kean University for goods or services. If a Contractor is unable to make such certification because it or one of its parents, subsidiaries or affiliates has engaged in one or more of the activities specified in the Act, such Contractor shall provide to Kean University prior to the deadline for delivery of such certification, a detailed and precise description of such activities, such description to be provided under penalty of perjury. Any such certifications or disclosures shall be disclosed to the public in accordance with the requirements of N.J.S.A. 52:32-58(d).

5.16 Non-Involvement in Prohibited Activities in Russia or Belarus

Each Contractor shall certify, in accordance with N.J.S.A. 52:32-60.1 et seq., that it is not identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Contractor fails to certify or is listed on such list, the Contractor shall be ineligible to enter into a contract with Kean University for goods or services. If the Contractor is unable to make such certification because it is currently engaged in activity related to Russia and/or Belarus, but it is doing so consistent with federal law, regulation, license or exemption, the Contractor shall provide to Kean University prior to the deadline for delivery of such certification, a detailed and precise description of such activities, such description to be provided under penalty of perjury. Any such certifications or disclosures shall be disclosed to the public in accordance with the requirements of N.J.S.A. 52:32-60.1(c). If a Contractor makes a certification in violation of N.J.S.A. 52:32-60.1 et seq., the Department of Treasury shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

5.17 Diane B. Allen Equal Pay Act

Pursuant to N.J.S.A. 34:11-56.14(b), any employer, regardless of the location of the employer, who enters into a contract with a public body to perform any qualifying services or public work for the public body shall provide to the Commissioner of the New Jersey Department of Labor and Workforce Development, through certified payroll records required pursuant to P.L.1963, c.150 (N.J.S.A. 34:11-56.25 et seq.), information regarding the gender, race, job title, occupational category, and rate of total compensation of every employee of the employer employed in the State in connection with the Contract. The employer shall provide the Commissioner, throughout the duration of the Contract or contracts, with an update to the information whenever payroll records are required to be submitted pursuant to P.L.1963, c.150 (N.J.S.A. 34:11-56.25 et seq.). Information regarding the Diane B. Allen Equal Pay Act and its requirements may be obtained from the New Jersey Department of Labor and Workforce Development (LWD) website at: <https://www.nj.gov/labor/wageandhour/tools-resources/equal-pay/> LWD forms may be obtained from the online website at: https://nj.gov/labor/forms_pdfs/equalpayact/MW-562withoutfein.pdf.

5.18 Set-Off for State Tax Notice

Pursuant to N.J.S.A. 54:49-19, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or

services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act. The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

5.19. Disclosure of Investigations & Other Actions Involving the Vendor

The Contractor should submit the Disclosure of Investigations and Other Actions Involving Bidder form, with their submission, to provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years, including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and if applicable, disposition.

6.0 PROPOSAL EVALUATION

Proposals will be evaluated for conformance with the requirements of this RFP by a committee comprised of employees of Kean University. Please see Attachment B for evaluation criteria and scoring metrics.

To be considered for award, the Contractor must respond to all sections hereto:

- Section 9.0 Technical Proposal
- Section 10.0 Financial Proposal

7.0 SCOPE OF SERVICES

7.1 General Description of Kean University

Kean University, New Jersey's urban research university, is a public, coeducational institution of higher education, with approximately 13,000 students at its New Jersey campuses, and more than 18,000 students worldwide. Kean USA has campuses in Union Township, Hillside Township, Jefferson Township and Toms River Township in the State of New Jersey (the "State"). The University also has a campus in China, Wenzhou-Kean University.

Kean USA's "Main Campus" is located in Union Township in the north-central part of the State, minutes from the Garden State Parkway and New Jersey Turnpike and with easy access to public transportation. Situated on a 121-acre tract, the Main Campus includes buildings, several of them historical buildings, on the north and south sides of Morris Avenue and a six-acre woodland preserve. The 28-acre "East Campus," located in Hillside Township, is within walking distance of Main Campus and houses many health-related academic programs and community clinics. In Jefferson Township in northwest New Jersey, the "Skylands Campus" has 41 acres of protected property leased from the New Jersey Department of Environmental Protection. It houses a learning center to support science and sustainability initiatives for Kean students and the community. The "Kean Ocean Campus" in Toms River is on the campus of Ocean County College and provides degree completion for students transferring from community college. Kean also offers "Kean Online," a program that offers flexible, career-driven online courses and degrees that students can complete asynchronously.

In 2016, Kean University purchased The Warehouse, the former home of architect Michael Graves, and two other Graves' properties

at 40, 44 and 48 Patton Avenue in Princeton, New Jersey for the development of an education research center for architecture and design students. The University's newest building, 1085 Morris Avenue in Union, was purchased in 2024 and will become a hub for health- and science-related academic programs and a center for community clinics.

Kean University was founded in 1855 as a teachers college, Newark Normal School in Newark. The institution moved to the Main Campus in 1958 and became a University in 1997. In 2021, Kean University was designated by the State as New Jersey's first urban public research university. Kean University is a national institution recognized for its diversity, innovation and the social mobility of its graduates.

7.2 The Future of Miron Student Center

Kean University is envisioning an upgraded dining experience at the Miron Student Center Food Court to better meet the evolving needs of its campus community. This vision includes opportunities to expand menu offerings, improve service quality, and implement flexible operating hours, with the possibility of continuous service up to 24/7 during the academic year. Renovations related to this project are anticipated to occur in years 4-5 of the contract, with the program specifics to be defined during the Invitation to Renegotiate (IOR) as outlined in section 3.18.6. For additional details, please reference Attachment K: Conceptual Schematic for the Miron Student Center.

7.3 Scope of Operations – Kean University Food Service Operations

7.3.1 Contract Rights for Food Services:

The successful Contractor shall have the rights to maintain, operate, and repair, as an independent operator, the food services for students and employees at the University.

7.3.2 Exclusivity:

This Agreement is non-exclusive beyond meal plan and meal plan venues. The University reserves the right to engage other food service providers or establish additional eateries on campus at its sole discretion. The Contractor acknowledges and agrees that the

presence of other food service operations on campus does not constitute a breach of this Agreement.

7.3.3 Dietitian:

The Contractor shall develop all menus with the help of a registered dietitian.

7.3.4 Nutrient Information:

The Contractor must provide macronutrient information for each food item and serving offered. Macronutrient information shall include, but not be limited to, the content of calories, protein, carbohydrates, fats, and any other relevant nutritional information. Macronutrient information for each food item and serving shall be available on the web-based dining platform and prominently displayed in the servery.

7.4 Dining Locations

The following section includes the residential and retail dining locations that Kean University wishes to be operated by the selected Contractor. The section clearly stipulates the location requirements. Please reference Attachment G: Minimum Menu Requirements and Attachment H: Proposed Retail Minimum Menu Requirements to construct the response. The Contractor is encouraged to use the Proposed Minimum Menu Requirements as a reference when generating their own ideas and concepts for the following listed locations. The Contractor must maintain the hours of operation stipulated below in their response.

7.4.1 Keanu's Kitchen

- Type: Residential Dining Facility
- Campus: Main Campus in Union, NJ
- Location: Upperclassman Residence Hall
- Method of Payment: Meal Plans, Flex Dollars, Cash, Credit, Debit, Apple/Samsung Pay, Purchase Orders
- Key Features: This location will offer unlimited access to the students, faculty, and staff at Kean University. Guests will have access to unrestricted take-out in this location. A U-Cook Station will be located within Keanu's Kitchen where the students, faculty, and staff will have the ability to create their own meals with fresh ingredients provided in the station. A wide variety of menu items will be provided on a daily basis providing flexibility and convenience. This location will support take-out and a Rockbot or comparable or comparable media platform.
- Please reference the following attachments:
 - Attachment G: Minimum Menu Requirements
 - Attachment C: Hours of Operation

7.4.2 Jersey Mike's

- Type: Retail Dining Facility
- Campus: Main Campus in Union, NJ
- Location: Miron Student Center Food Court
- Method of Payment: Meal Plans, Flex Dollars, Cash, Credit, Debit, Apple/Samsung Pay, Purchase Orders
- Key Features: This location will feature made to order subs and sandwiches to students, faculty, staff, and guests of Kean University. Orders can be placed at the counter, kiosk, and via an app. Orders prepared at this outlet offer live-action cooking in front of the students. This location will support take-out and a Rockbot or comparable media platform.
- Please reference the following attachments:
 - Attachment C: Hours of Operation

7.4.3 Noodles/Rice Concept

- Type: Retail Dining Facility
- Campus: Main Campus in Union, NJ
- Location: Miron Student Center Food Court
- Method of Payment: Meal Plans, Flex Dollars, Cash, Credit, Debit, Apple/Samsung Pay
- Key features: This location will feature made to order pasta bowls/rice bowls to students, faculty, staff, and guests of Kean University. Orders can be placed at the counter, kiosk, and via an app. Orders prepared at this outlet offer live-action cooking in front of the students. This location will support take-out and a Rockbot or comparable media platform.
- Please reference the following attachments:
 - Attachment H: Proposed Minimum Retail Menu Requirements
 - Attachment C: Hours of Operation

7.4.4 MSC Food Court Concept 1

- Type: Retail Dining Facility
- Campus: Main Campus in Union, NJ
- Location: Miron Student Center Food Court
- Method of Payment: Meal Plans, Flex Dollars, Cash, Credit, Debit, Apple/Samsung Pay
- Key features: This location will feature made to order meals to students, faculty, staff, and guests of Kean University. Orders can be placed at the counter, kiosk, and via an app. Orders prepared at this outlet offer live-action cooking in front of the students. This location will support take-out and a Rockbot or comparable media platform.

- Please reference the following attachments:
 - Attachment C: Hours of Operation

7.4.5 MSC Food Court Concept 2

- Type: Retail Dining Facility
- Campus: Main Campus in Union, NJ
- Location: Miron Student Center Food Court
- Method of Payment: Meal Plans, Flex Dollars, Cash, Credit, Debit, Apple/Samsung Pay
- Key features: This location will feature made to order meals to students, faculty, staff, and guests of Kean University. Orders can be placed at the counter, kiosk, and via an app. Orders prepared at this outlet offer live-action cooking in front of the students. This location will support take-out and a Rockbot or comparable media platform.
- Please reference the following attachments:
 - Attachment C: Hours of Operation

7.4.6 Cougar's Den

- Type: Retail Dining Facility
- Campus: Main Campus in Union, NJ
- Location: Miron Student Center
- Method of Payment: Flex Dollars, Cash, Credit, Debit, Apple/Samsung Pay, Purchase Orders
- Key Features: This location will feature made to order pub food including breakfast, lunch, and dinner offerings to students, faculty, staff, and guests of Kean University. Orders can be placed at the counter, kiosk and via an app. This location supports take-out.
- Please reference the following attachments:
 - Attachment I: Proposed Minimum Retail Menu Requirements
 - Attachment C: Hours of Operation

7.4.7 Smash Burger

- Type: Retail Dining Facility
- Campus: Main Campus in Union, NJ
- Location: Miron Student Center
- Method of Payment: Flex Dollars, Cash, Credit, Debit, Apple/Samsung Pay, Purchase Orders
- Key Features: This location will feature made to order pub burgers and sides to students, faculty, staff, and guests of Kean University. Orders can be placed at the counter, kiosk and via an app. This location supports take-out.
- Please reference the following attachments:

- Attachment C: Hours of Operation

7.4.8 Auntie Anne's

- Type: Retail Dining Facility
- Campus: Main Campus in Union, NJ
- Location: Miron Student Center
- Method of Payment: Flex Dollars, Cash, Credit, Debit, Apple/Samsung Pay, Purchase Orders
- Key Features: This location will feature made to order pretzels and other menu items to students, faculty, staff, and guests of Kean University. Orders can be placed at the counter, kiosk and via an app. This location supports take-out.
- Please reference the following attachments:
 - Attachment C: Hours of Operation

7.4.9 C-Store

- Type: Retail Dining Facility
- Campus: Main Campus in Union, NJ
- Location: Miron Student Center Food Court
- Method of Payment: Flex Dollars, Cash, Credit, Debit, Apple/Samsung Pay, Purchase Orders
- Key Features: This location will offer a wide array of convenience store and prepackaged food and sundry items to students, faculty, staff, and guests of Kean University.
- Please reference the following attachments:
 - Attachment C: Hours of Operation

7.4.10 Starbucks

- Type: Retail Dining Facility
- Campus: Main Campus in Union, NJ
- Location: Nancy Thompson Library
- Method of Payment: Flex Dollars Cash, Credit, Debit, Apple/Samsung Pay, Purchase Orders
- Key Features: This location will feature specialty coffee drinks, and breakfast sandwiches to students, faculty, staff, and guests of Kean University. Orders can be placed at the counter, kiosk and via an app.
- Please reference the following attachments:
 - Attachment C: Hours of Operation

7.5 Catering

Kean University expects the Contractor to provide the very finest catering program to the University community. Kean has a robust catering program. Catering is seen as an opportunity for Kean University to present

itself well to the community and its alumni. Catering events on campus range from coffee breaks, pizza, and sandwich delivery, to formal receptions and dinners.

7.5.1 Financial Terms

- Catering price renewal will be due to Kean University by no later than May 1st annually and go into effect July 1st of each year.
- Contractor will accept the following methods of Payment: Flex Dollars, Cash, Credit, Debit, Apple/Samsung Pay, Purchase Orders
- The Contractor agrees to provide discounted rates for catering services for all Kean affiliated events and functions hosted on the premises
- The Contractor shall ensure all catering invoices are delivered to the customer within 15 days of the date of the service.
- There will be a 10% cancellation fee for catering events that are canceled (within 48 hours of the event) due to conditions that are within and/or outside the University's control.

7.5.2 Menu Information

- There will be five tiers of catering service:
 - Premium Service: Premium service could include Presidential level events on campus and/or any formal events that require premium catering services.
 - Day-to-day delivery: Delivery service could include any group on campus that requires meals for breakfast, lunch, or dinner.
 - Pick-up service: Pick-up service could provide a static menu of items that are available for daily pick-up, this option helps reduce overhead and cost for the customer.
 - Student-friendly options: Student-friendly options could provide students with a static menu of budget friendly items that are appropriate for student groups, events, etc.
 - Customized solutions: Customizable solutions could include menus based on budget and need of client (e.g., ribbon cutting ceremonies, building openings, etc.).
- The Contractor must use their knowledge, experience, and capability necessary to meet the University's full range of catering needs which include but are not limited to:
 - Breakfast Buffets
 - Lunch on the Go
 - Luncheon Buffets

- Afternoon Break
 - Hot and Cold Hors D 'Oeuvres
 - Carving Stations
 - Plated Dinner Selections
 - BBQ
 - Desserts
- The Contractor must refresh the tiers of catering menus every 6-months. This includes but is not limited to:
 - Breakfast Buffets
 - Lunch on the Go
 - Luncheon Buffets
 - Afternoon Break
 - Hot and Cold Hors D 'Oeuvres
 - Carving Stations
 - Plated Dinner Selections
 - BBQ
 - Desserts
- Catering choices for all tiers of catering must encompass a diverse range of options, including allergen-free and special dietary alternatives including but not limited to:
 - Vegetarian
 - Vegan
 - Halal
 - Kosher
 - Gluten Free
 - Multicultural
- It is desirable that the menus reflect visual beauty, variety, wellness, quality, and price (consistent with the University's catering history) as well as catering policies.

7.5.3 Operating Standards

- The Contractor must adhere to the following operating standards for Catering:
 - Catering is non-exclusive as an incentive for the Contractor to be creative and affordable in their plan design.
 - The Contractor will not be permitted to assess late charges on invoices for events modified or booked on short notice.
- The Contractor will need to liaise with the University to ensure the following:
 - Continually evaluate the catering service and prices against those offered by off-campus catering companies to ensure that they are in line with the

- marketplace and to ensure that Kean catering customers have a positive perception of the campus's catering services. Contractor will perform an annual market basket comparison with local area competition to make sure that the catering pricing is competitive and in line with local offerings.
- Seek regular feedback from its customers in order to continually identify opportunities and overcome challenges before they become serious issues.
 - Continually monitor catering staffing resources to ensure that they are fully staffed at all times.
 - The Contractor will be responsible for training catering service staff members regarding catering policies and procedures to ensure that orders are correct and delivered on time and that customer service levels are always high.
 - The Contractor will be responsible for obtaining and renewing any alcohol permits for any campus related events that requires alcohol beverage services.
- The on-site catering professionals (catering manager, executive chef) shall have the experience and knowledge to guide clients through the creative planning process on a case-by-case basis for each event that requires a more prescriptive approach. This can include, but is not limited to:
 - Menu
 - Production forecasting requirements
 - Linens
 - China
 - Bar Service
 - Specialty food and beverage stations
 - Experience planning and executing large (e.g. 2,000-5,000 person) events.
 - The Contractor will commit to supplying curated box meals for athletes participating in away games. These meals will be designed to meet the dietary requirements and energy demands of the athletes, contributing to their optimal performance on the field.
 - The Contractor will be responsible for maintaining a flexible and customizable catering webpage and web-based app with the ability for the customer to view menus, obtain quotes, place orders online and have a confirmation method connected to it. Customers will also be able to pay with credit/debit cards for orders using this interface. Invoicing for catered events will be done electronically with prior university authorization via a purchase order.
 - The Contractor will be responsible for product purchase, preparation, set-up, delivery, decoration, cleanup, and billing of all catered events.

- The Contractor must make the catering event booking as close to a one step process for the customers as possible. Room reservation must be coordinated with Kean University personnel.
- The Contractor will be expected to provide cost efficient menu items which are competitive to local area options.
- The Contractor must demonstrate event flexibility and readiness to accommodate last-minute catering orders.
- All equipment rentals including but not limited to china, linen, utensils, drapes, and tableware will be the responsibility of the Contractor to procure.
- Reusable and/or durable compostable smallware shall be used for all catering events.
- The Contractor will be expected to have a flexible and reliable catering and wait staff and agrees for accommodation of last-minute VIP catering events.
- The Contractor will be expected to provide a comprehensive set of 30 ready-for-use china.
- The Contractor shall utilize 12” diameter plates for all catering services.
- The Contractor shall deliver daily health-oriented meals to the President of the University.

7.6 Food Trucks

On-campus food trucks are non-exclusive as an incentive for the Contractor to be creative and affordable in their plan design.

7.7 Summer Dining

Kean University and the Contractor agree to establish a mutually determined meeting schedule to coordinate and finalize the details for the upcoming camps and conferences groups. This schedule will address key aspects such as participant numbers, offerings at Keanu’s Kitchen, and other relevant logistical details. Both parties shall collaborate to set the timing and frequency of these meetings to ensure all necessary arrangements are made in advance. Documentation, including meeting minutes and any resulting agreements or changes, will be prepared and shared by the Contractor. Faculty, staff, and students reserve the right to walk-into Keanu’s Kitchen and pay the door rate as stipulated per meal period. The faculty and staff will also be able to utilize their designated meal plan to access the space during the summer session as well.

7.7.1 Hours of Operation – Refer to Attachment C

During the summer, hours of operation are in day parts, unless otherwise agreed to in advance. The following hours are stipulated below:

Breakfast 7:00 a.m. to 10:30 a.m.

Lunch 11:00 a.m. to 3:30 p.m.

Dinner 4:00 p.m. to 8:30 p.m.

The hours of operation for each meal period shall be extended by 30 minutes per service segment when the total number of individuals passing through the line equals or exceeds 250 during any given meal period. This extension is automatically applied, at no additional cost, to accommodate higher volumes of guests and ensure adequate service.

Additionally, groups under 250 may request an extension of the meal hours beyond the standard operating times. Such extensions will be billed to the University at a rate of \$100 per 30 minutes.

7.7.2 Menu Requirements

The menu requirements are consistent with the academic year, unless mutually agreed upon. If there are less than 250 participants at any given meal period, the following adjustments shall be made:

- The grill area is closed, unless there are youth participants in Keanu's Kitchen. If there are youth participants, then grill items will be placed in the center area of the servery for self-serve.
- Two action stations combined (i.e., pasta and stir fry)
- All other stations will remain open and operational (i.e., Pizza, Deli, Salad Bar, Soup, Allergen Station, Comfort Station, etc.)

When numbers warrant it, additional items from the grill and or the hot station will be placed in the center servery area to assist with the flow of people through the dining hall.

7.7.3 General Accounting for Summer Camps and Conferences

Invoicing and Meal Period Extensions

The Contractor shall submit invoices to Kean University on a monthly basis for Events held on campus by outside groups. Each invoice

must be itemized by meal period and reflect the charges incurred by the group for each meal period during that time.

If any group requires additional time beyond the scheduled meal period, they must contact the University directly. The University will then notify the Contractor of the additional time needed and specify which meal periods will be affected. The Contractor shall invoice the University for the additional time at the following rate:

- \$100 per 30-minute extension of a meal period

7.8 Athletic Meals

The Contractor shall provide and price a menu for high-performance meals during the summer break and winter break for athletes that are on campus. These items should include, but not be limited to:

- Low Sodium
- Low Sugar
- Low Fat
- Low Carbohydrates
- High Protein
- Omega 3

7.9 Compliance and Enforcement

The Contractor will be expected to use My Field Audits or a comparable system to conduct daily audits of the food service operations.

7.9.1 Performance requirements include:

- Provide a variety of nutritious and high-quality food options that meet the dietary needs and preferences of students, including vegan, vegetarian, and gluten-free options.
- Ensure all ingredients are fresh and locally sourced when possible, with an emphasis on sustainable and environmentally friendly practices.
- Maintain a clean and sanitary dining environment, with regular cleaning and sanitation of all surfaces and equipment.
- Provide friendly and attentive customer service, with staff who are knowledgeable about the menu and available to address any concerns or questions.

- Offer affordable pricing options, including meal plans and discounts for students with financial need.
- Provide convenient and flexible hours of operation that accommodate the schedules of students with varying class and work schedules.
- Continuously gather and evaluate feedback from students to improve the dining program and address any concerns or issues.
- Implement a system for tracking and reducing food waste, such as composting or donating excess food to local charities or to the Cougar Pantry.
- Offer educational programming and resources to promote healthy eating habits and nutrition education for students.

7.9.2 Performance Measurement:

The Contractor's compliance with the outlined performance requirements will be measured with the "My Field Audits" or a comparable application; a mobile tool designed to streamline the process of conducting on-site audits. The application allows field auditors to easily collect data, including photos and notes, and to submit their findings in real-time. The tool is customizable to accommodate a variety of audit types and includes features such as automatic report generation and data analytics. With the application, the University and the Contractor will efficiently and effectively manage their food service program, saving time and resources while ensuring compliance with the agreed upon terms of the contract. It is the expectation that the Contractor will contribute to the "Compliance Fund" which the University will use to cover all fees associated with this system

The Contractor will be required per the final contract to conduct and submit daily audits, using the agreed upon audit application, for each meal period (Breakfast, Lunch, Dinner & Late Night) in the residential dining facilities. Requirements for using the application include but will not be limited to:

- A Residential Dining Manager and/or shift supervisor with a mobile device with the application installed.
- Access to the internet to conduct and audit and submit/upload the audit data in real-time for each meal period.
- Training on how to use the application and conduct on-site audits.
- Knowledge of the specific audit type.
- The requirement, using the app, to take photos and videos and notes during each audit of each meal period

in each location to confirm compliance for each menu category being offered.

- Understanding of how to generate reports and analyze data using the application.
- Kean University reserves the right to use the application for monitoring and reporting through the use of secret shoppers.

7.9.3 Enforcement

The Contractor will calculate and invoice the University using the primary mechanism of using the agreed upon cost per student per day, for each meal plan times the number of students on each meal plan times the number of days in a given billing period. See the chart below for a daily billing example.

Type of Meal Plan	Cost per student per day	Number of Students	Invoicing per day
Unlimited + 400	\$20.93	34	\$711.62
Unlimited + 200	\$20.93	535	\$11,197.55
Unlimited - No Flex	\$20.93	63	\$1,318.59
14 Meals/Week	\$18.84	289	\$5,444.76
160 Block	\$19.03	318	\$6,051.54
7 Meals/Week	\$11.53	90	\$1,037.70
100 Block	\$15.09	47	\$709.23
50 Block	\$10.01	314	\$3,143.14
			\$29,614.13

This cost per student per day has been established by the Contractor to generate the revenue required to successfully execute, in its entirety for the residential dining facilities, 100 percent of the menu variety and selection, by meal period

(Breakfast, Lunch, Dinner & Late Night), for the agreed upon hours of operation and operating (board) days.

Additionally, the University reserves the right to monitor and request adjustments to the Contractor's staffing levels to ensure compliance with service quality and performance standards. The Contractor shall implement a real-time attendance tracking system, accessible by the University, to promptly identify and address any staffing shortages. The Contractor is obligated to uphold staffing levels that are adequate to deliver the full range of menu options and selections as specified in the contract. In the event that the Contractor's staffing falls short of the levels detailed in the staffing matrices provided in Attachment L: Financial Template Instructions, The University reserves the right to monitor and request adjustments to the Contractor's staffing levels to ensure compliance with service, quality, and performance standards. The Contractor shall implement a real-time attendance tracking system, accessible by the University, to promptly identify and address any staffing shortages.

The Contractor is expected to successfully execute 100% of the menu items on a daily basis. If the Contractor falls below 90% execution, the following enforcement protocol and penalties shall apply and be subtracted from the billing/contractor invoice for the billing period in which the violation/penalty is cited. If service is reduced or halted due to equipment failure or emergency situations, the Contractor will issue an invoice for a partial service day.

See the table below for enforcement criteria by meal period for Keanu's Kitchen:

Meal Period	Percentage Value
Breakfast (7:00 a.m. – 11:00 a.m.)	10%
Lunch (11:00 a.m. – 4:00 p.m.)	30%
Dinner (4:00 p.m. – 9:00 p.m.)	30%
Late Night (9:00 p.m. – 12:00 a.m.)	30%

Therefore, using the daily billing example above of \$29,614.13 the daily meal periods would have the following dollar value at Keanu's Kitchen:

Meal Period	Dollar Value
Breakfast (7:00 a.m. – 11:00 a.m.)	\$2,961.41
Lunch (11:00 a.m. – 4:00 p.m.)	\$8,884.24
Dinner (4:00 p.m. – 9:00 p.m.)	\$8,884.24
Late Night (9:00 p.m. – 12:00 a.m.)	\$8,884.24

7.9.4 The Financial Penalty

If for any meal period the audit application produces a score of under ninety (90) percent (10 percent of menu items are not being served in any form being made available to students), the operator shall be penalized ten (10) percent of the billed meal plan revenue for said meal period. Therefore, using the table above, if the late-night meal period (\$8,8824.24) operates at under 90 percent, the Contractor shall be assessed 10% of the total meal period value equaling \$888.42, subtracting said amount from the current billing invoice from the operator.

7.10 Personnel

7.10.1 Compliance with Prevailing Wage Standards:

Contractors are required to adhere to the prevailing wage standards (currently \$15.13) established by the state of New Jersey when calculating costs of renovations and repairs. The Contractor shall adhere to the approved wage increase amendments in accordance with the state of New Jersey. Please use this information when filling out Attachment L: Financial Template Instructions.

7.10.2 Personnel Qualifications and Compliance:

The Contractor shall use only skilled, competent, trained personnel having the minimum experience specified hereunder. The Contractor shall, upon request by Kean University, provide evidence of qualifications for Contractor personnel performing work under the contract. Kean University reserves the right, in its sole discretion, to reject Contractor personnel determined to be unqualified or otherwise unable to perform the work specified herein. In addition, all personnel that operate equipment that require driving on campus shall possess a valid New Jersey Driver's License and CDL license, if required. Upon request, Contractor shall provide documentation to Kean University evidencing that Contractor's employees possess the required drivers' licenses. All personnel or agents of the Contractor must observe all regulations in effect at the University regarding vehicle speed limits, parking, and restricted areas.

7.10.3 Compliance with University Conduct and Safety:

All personnel shall observe all rules and regulations in effect at Kean University governing safety and personal conduct. Contractor employees shall be subject to control of the University, but under no circumstances, shall such persons be deemed employees of the University. Contractor personnel shall not represent themselves or

be considered as employees of Kean University or the State of New Jersey.

7.10.4 Criminal Background Check Requirement:

The successful Contractor must conduct and pass criminal background checks for each of its employees that will be performing work on the University's campuses, prior to working at Kean University. Background checks must go as far back as permitted by law. All employees who have failed background checks cannot be hired and work on Kean University premises.

7.10.5 Support for Student Employment and Internships:

The Contractor is encouraged to actively support Kean University students by engaging with the Kean Career Services, offering meaningful employment and internship opportunities, and participating in Career Days on Campus coordinated by the Office of Career Services. Specifically, the Contractor is encouraged to:

- Utilize Kean student interns by collaborating with the Office of Career Services to develop a structured internship plan that offers paid, credit-eligible experiences designed to enhance students' skills and competitiveness. In the submission, please specify the types of internships available, the application process, and the criteria for selection. Additionally, include any relevant experience and success in providing such internships.
- Inform the Office of Career Services of full-time employment opportunities for qualified Kean graduates and participate in at least one Career Services event per year to further engage with the student community.
- Employ Kean student workers, ensuring that they comprise at least 10% of the on-campus staff. Students employed by the Contractor shall be paid at least the prevailing federal minimum wage, and the University reserves the right to determine the number of hours each

student may work, the nature of their work, and other employment conditions deemed appropriate.

7.11 Reporting Requirements

7.11.1 Monthly Sales and Operations Report (by Location & Cumulative)

- Fields to Include:
 - Total Sales: Breakdown by location, day, and item category (monthly and YTD)
 - Total Transactions: Breakdown by location, day and meal period (monthly and YTD)
 - Payment Methods: Cash, card, ID Card SVC funds, and meal plan percentages (monthly and YTD)
 - Top-Selling Items: List of top 10 items by volume, and revenue (monthly and YTD)
 - Inventory Usage: Product consumption, wastage, and spoilage (monthly and YTD)
 - Labor Hours: Staff hours and scheduling (monthly and YTD)
 - Staffing Levels: Staffing adequacy (monthly and YTD)

7.11.2 Monthly Financial Report (by Location & Cumulative)

- Fields to Include:
 - Revenue by Location: Monthly and YTD
 - Costs by Location: Operating costs (monthly and YTD)
 - Gross Profit and Net Income: Monthly and YTD by location, cumulative totals
 - Budget Variance Analysis: Monthly and YTD actual vs. budgeted revenue/costs
 - Capital Expenditure: Monthly/YTD equipment, repairs, upgrades

7.11.3 Monthly Meal Plan Swipes Report

- Fields to Include:
 - Swipes by Location: Monthly swipes tracked for each dining location (with YTD totals)
 - Meal Period Breakdown: Swipes broken down by breakfast, lunch, dinner (monthly and YTD)
 - Unused Swipes: Percentage of unused swipes per period (monthly and YTD)
 - Peak Times: Hourly breakdown of swipe trends (monthly and YTD)

7.11.4 Monthly Inventory Report (by Location & Cumulative)

- Fields to Include:
 - Inventory Levels: Monthly and YTD
 - Inventory Turnover Rate: Monthly and YTD
 - Waste and Spoilage: Monthly/YTD waste percentages
 - Reordering Needs: Monthly/YTD flagged items
 - Shrinkage: Monthly/YTD data

7.11.5 Catering Event Summary Report

- Fields to Include:
 - Event Details: Monthly breakdown (name, date, location, type, department)
 - Number of Attendees: Monthly/YTD totals
 - Revenue and Costs: Monthly/YTD totals

7.11.6 Monthly Commission Report

- Fields to Include:
 - Commissions Earned: Breakdown by location, service type (monthly and YTD)
 - Performance against Targets: Monthly and YTD totals
 - Commission Rates: Applied rates for each category (monthly and YTD)
 - Adjustments: Any commission changes (monthly and YTD)
 - Payment Schedule: Monthly updates on commission disbursements

7.11.7 Monthly Sustainability and Waste Reduction Report

- Fields to Include:
 - Food Waste Data: Monthly/YTD waste percentages
 - Sustainability Initiatives: Monthly updates/YTD analysis
 - Sustainable Sourcing: Monthly/YTD sourcing percentages
 - Energy and Water Usage: Monthly/YTD usage
 - Reduction Measures: Monthly/YTD impact trends

7.11.8 Monthly Container Report

- Fields to Include:
 - Containers Issued: Daily by Meal Period/Monthly/YTD total containers distributed

- Containers Returned: Daily by Meal Period/Monthly/YTD return rate
- Retention Rate: Monthly/YTD percentage of containers retained
- Lost/Damaged Containers: Monthly/YTD statistics on lost/damaged containers
- Environmental Impact: Monthly/YTD analysis of waste reduction via Ozzi (or comparable) containers

7.11.9 Customer Satisfaction and Feedback Report

- Fields to Include:
 - Complaint Summary: Monthly/YTD complaints by type
 - Positive Feedback: Monthly/YTD trends
 - Action Plan: Monthly/YTD issue resolution progress

7.11.10 Quarterly Reporting Requirements

Quarterly Health and Safety Compliance Report

- Fields to Include:
 - Inspection Type and Results: Quarterly/YTD
 - Incidents: Quarterly/YTD totals and resolutions
 - Training Updates: Quarterly/YTD compliance status
 - Regulatory Compliance: Quarterly/YTD updates

7.11.11 Annual Performance Review

- Fields to Include:
 - Financial Performance: Monthly/YTD comparison to prior year
 - Operational Highlights: Key challenges and resolutions
 - Initiatives and Innovations: Annual program review
 - Health and Safety Summary: Annual compliance
 - Customer Satisfaction: Year-over-year trends
 - Recommendations: Improvement suggestions for the next year

7.12 Marketing and Merchandising

7.12.1 Weekly Reporting Meetings:

The Contractor will attend the required standing meeting on a weekly basis to provide a report of efforts and areas of approval for Kean.

7.12.2 Branded Materials:

University branded marketing materials must be approved by Kean University, Office of University Relations.

7.13 Emergency Preparedness

7.13.1 Foodservice Planning:

The Contractor will be responsible for developing an emergency preparedness plan for Dining Services. This plan should include details on how the Contractor will continue to provide food services in the event of an emergency, including how the Contractor will ensure the safety and well-being of their staff, as well as how they will communicate with students and other stakeholders about any changes to food service operations. It should also outline any special procedures or protocols that will be put in place during an emergency, such as food storage and handling, and any additional resources or equipment that may be needed. The plan should be comprehensive and take into account a range of potential emergency scenarios, including natural disasters, power outages, and other disruptions to normal operations.

7.13.2 Management Contacts:

The Contractor shall provide the University Contract Administrator (the Associate Vice President of Business Affairs) and the Kean University Police Department with the names and phone numbers of the three management individuals who will be available at any time to call in the case of emergencies. At least one of these individuals must be available by phone 24 hours a day, seven days a week.

7.13.3 Fire and Other Emergencies:

In the event of fire or other emergencies, the Contractor's employees shall immediately pull the fire alarm closest to the location of the fire and immediately call the University's fire emergency number. The Contractor shall develop plans and train all employees to respond to fire, civil defense, bomb threats, and other emergencies based on procedures established by the University and will share with the University upon request.

7.13.4 Emergency Preparedness:

Contractor will develop comprehensive emergency plans that will incorporate inclement weather procedures and other unscheduled interruptions to service. This plan must be submitted to the Kean University Emergency Management Team for final approval after bid award.

8.0 Proposal Content and Format

8.1 General

The information required to be submitted in response to this Request for Proposal has been determined by Kean University to be essential for use by the University in the proposal evaluation and contract award process. Contractors shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by the University. Failure to provide all information, inaccuracy, or misstatement may be sufficient cause for rejection of the proposal or rescission of an award in accordance with applicable law. Contractors are encouraged to provide any additional information describing operational abilities.

Contractor must indicate on Attachment L, the Fee Proposal Form, the amount as per the terms and conditions and specifications of the RFP. The University reserves the right to request all Contractors explain the method used to arrive at any or all figures.

Contractors are cautioned that their failure to submit the information as required may result in a determination that the Contractor's proposal is non-responsive to Request for Proposal requirements. Any qualifying statements by the Contractor which effect change(s) to the Request for Proposal, including but not limited to, special terms and conditions, specifications or other Request for Proposal requirements shall be regarded as non-responsive. Consequently, the Contractor's eligibility for contract award may be jeopardized. Therefore, Contractors are advised not to take exception to the terms, conditions, or specifications. In the event a Contractor wishes to take exception to any of the terms, conditions or specifications, such exceptions should be detailed in a cover letter to the proposal and must cross-reference the applicable Request for Proposal page and section reference number.

- The Fee Proposal Form, the Request for Proposal specifications, and any attachments submitted by the Contractor constitute the entire proposal.
- All instructions, terms, and conditions contained in the specifications should be met to qualify for consideration of award.

- Proposals must adhere to the format and specifications set forth in this document. Responses to each requirement should be in order and clearly marked with the section number to which they respond.
- Pages in proposals should be numbered.
- All proposal prices shall be typed or written in ink and executed by the potential Contractor.
- The Contractor's signature certifies that the Contractor can and will provide services as specified.

9.0 TECHNICAL PROPOSAL

Each question in each subsection must be answered or acknowledged; if not, it will lower the overall score of the section. If a subsection does not pertain to the Contractor, they still must acknowledge it.

9.1 Contractor Profile

Contractors should answer the following questions and submit the following materials. If the information has already been provided, please reference the exact location in the proposal response where the information is already recorded.

- 9.1.1 What is the name of your organization and the name and address of the proposed contracting entity? Please list the name and address of your organization's headquarters (if different from contracting entity) and list any additional names under which your organization conducts business in the United States and abroad.
- 9.1.2 Please provide an executive summary specific to this proposal – limit of two pages.
- 9.1.3 Please provide the last two years financials for your organization.
- 9.1.4 List key personnel that will work on this relationship. Describe each team member's position within your organization. Provide resumes of each proposed team member (not to exceed 1 page per person).
- 9.1.5 Please describe any current or prior client relationship your organization has or have had with Kean University.
- 9.1.6 List all merges or acquisitions that your organization has been a party to over the past five years. List all previous names under which business was conducted, and the year the transaction was completed.
- 9.1.7 Please include any affiliations or businesses your companies have with correction/institution/justice or prison food service programs.

- 9.1.8 Provide a list of clients (contact information) in higher education in the US marketplace which your company was awarded a dining contract of \$5M or greater since 2010.
- 9.1.9 Provide a list of clients (contact information) in higher education with volume of \$5M or greater in the US marketplace which your company separated/terminated (voluntarily or involuntarily) since 2010.
- 9.1.10 Please list 3 comparable agreements your organization is currently providing similar to the services in this RFP that Kean could call upon as references. Include Higher Education customers with similar complexity. For each reference, include:
- Corporate Headquarters or School Name
 - Contact Name and Title
 - Address
 - Email and Telephone Number
 - Brief description of products or services your organization is providing to customers.
 - Student enrollment
 - Meal plan enrollments
 - ID Card Management System
 - Mobile ordering platform
 - Averages annual billing.
 - Length of the agreement and termination date
- 9.1.11 Describe all past and present lawsuits, legal actions, litigation, arbitration, termination, claims filed against your organization as a result of a contract dispute, employment lawsuit, labor issues, or OSHA claims in the past 5 years. Describe the resolutions of such actions.
- 9.1.12 Declare any association or conflict of interest with Kean's staff or consultants related to this RFP.
- 9.1.13 Describe the performance indicators that your organization will use to measure service satisfaction. Examples of indicators may include turnaround time, invoice accuracy, account support and customer service.
- 9.1.14 Provide examples of measurements/KPIs currently used with other clients. Please include sample reports and/or surveys.
- 9.1.15 Please describe your customer service training and certification process.
- 9.1.16 What industry network organizations are you a member of – specific to dining and food services as well as higher education?

9.1.17 Advise as to whether your organization has entered into agreements that are required to be compliant with IRS Guidelines for management agreements including Rev Proc 2017-13 and/or prior revenue procedures.

9.2 Residential Operations

Contractors should answer the following questions and submit the following materials in relation to residential operations. If the information has already been provided, please reference the exact location in the proposal response where the information is already recorded.

The Contractor will be expected to work closely with the Contract Administrator's office. Kean University's approval is required for any brand names selected for items to be offered on the menus.

Residential Dining Programs, Menus, and Concept Descriptions:

- 9.2.1 Describe the concepts proposed for each operation, which may include theme, special promotions, merchandising, special services, menu enhancements, and other features. The Contractor should detail any changes in equipment or and provide renderings or schematics to demonstrate the proposed changes. The Contractor should detail any enhancements to the current program.
- 9.2.2 Submit a five-week sample of the cycle menus proposed for breakfast, lunch, dinner, and late-night service. Submittal should group items by location in the servery (i.e., hot entrees, specialty station, sandwich station, salad bar, cold food, etc.), and display the entire week's selections on one sheet per location (if possible) organized by day of the week (See Attachment C: Hours of Operation and Attachment G: Minimum Menu Requirements). Every effort should be made to recognize quality, wellness, and the demographic breakdown of Kean's customers. The Contractor will be required to post menus online weekly with nutritional information five days in advance throughout the term of this agreement.
- 9.2.3 For each meal, indicate those items which are offered every day and those items which change according to the cycle. Indicate portion sizes and which items are healthful food choices. Sample text for signage explaining nutritional content should be provided in the proposal.
- 9.2.4 Describe specific ways they plan to enhance the current customer service environment including employee uniforms, employee training programs, etc.

9.2.5 Describe your plan on how to reduce congestion/wait times in the servery.

9.2.6 Include a template of the server labeling each food platform coinciding with what will be served at each platform.

Staffing:

9.2.7 Submit staffing schedules for all locations for one normal complete week of operation during the academic year using the guidelines in Attachment L: Financial Template Instructions. Also submit a weekly staffing plan for the first full week of the semester. Special attention needs to be given to weekends. Contractor should also provide a representative staffing schedule for early arrival students.

9.2.8 Detail the payroll rates and benefit costs for all hourly and salaried employees for this operation. Indicate to whom this unit's manager will report.

9.2.9 The contractor is required to establish and maintain staffing pars on a weekly basis. These staffing pars must be regularly updated, especially in the event of special occasions or events. Additionally, during peak meal periods, the contractor must ensure that multiple employees are available to clean tables and floors. The number of cleaning staff should be appropriately scaled based on the level of business during these busy periods.

9.2.10 Provide a management oversight plan to ensure that a manager is observing the dining facility to look for potential issues (e.g., running out of food, cleanliness issues, etc.) so that these issues can be corrected immediately.

9.2.11 Describe how they will ensure proper preparation for busy periods to ensure minimal wait times for customers and ensure that they will not run out of food items during peak periods.

9.2.12 Please provide an hours of operation chart that confirms the proposed hours and concepts for residential dining.

9.3 Retail Operations

Programs, Menus, and Concept Descriptions- Please provide the following information for the following locations:

- Jersey Mike's
- Noodle/Rice Concept
- MSC Food Court Concept 1
- MSC Food Court Concept 2
- Cougar's Den

- Smash Burger
- Auntie Anne's
- C-Store
- Starbucks

9.3.1 Describe the concept proposed for each outlet including promotions, merchandising and other features.

9.3.2 Describe specific ways they plan to enhance the current customer service environment including employee uniforms, employee training programs, etc.

9.3.3 Provide a complete product and price guide.

9.3.4 Please confirm that the retail menus will be priced reflecting the lowest feasible price, while ensuring a balance between profitability and quality.

9.3.5 Itemize projected sales using the forms provided in Attachment L: Financial Template Instructions.

9.3.6 Contractors should describe their plan on how to reduce congestion/wait times.

Hours of Operating and Levels of Services

9.3.7 See Attachment C: Hours of Operation for proposed hours and concepts for retail. Contractors are encouraged to submit creative alternatives, if deemed fit.

9.3.8 Please provide an hours of operation chart that confirms the proposed hours and concepts for retail operations.

Staffing

9.3.9 Submit staffing schedules for one complete week of operation using the proposed hours of operations.

9.3.10 Detail the payroll rates and benefit costs for all hourly and salaried employees for this operation. Indicate to whom this unit's staff will report.

9.4 Summer Dining

Programs, Menus, and Concept Descriptions

9.4.1 Describe the concept proposed for summer dining in Section 7.7 including promotions, merchandising and other features.

- 9.4.2 Provide a sample menu based on the requirements outlined in Attachment G: Minimum Menu Requirements.
- 9.4.3 Describe specific ways they plan to enhance the current customer service environment including employee uniforms, employee training programs, etc.
- 9.4.4 Propose a mutually agreeable meeting schedule with Kean University to coordinate details for upcoming events. Specify the proposed frequency and method of coordination (virtual, in-person, or hybrid).
- 9.4.5 Confirm that you will operate Summer Dining based on the hours stipulated in Attachment C: Hours of Operation.
- 9.4.6 Itemize projected sales using the forms provided in Attachment L: Financial Template Instructions.
- 9.4.7 Propose a menu and cost-breakdown for providing high-performance meals to athletes arriving before the start of each academic semester and after the end of each semester. This includes during the summer before the start of the academic year and during winter break.

9.5 Catering

Programs, Menus, and Concept Descriptions-

- 9.5.1 Confirm understanding that the Contractor will have non-exclusive catering for all catering operations.
- 9.5.2 Describe the concepts proposed for this catering operation, which may include theme, decor, special promotions, merchandising, special services, menu enhancements, and other features.
- 9.5.3 Prepare a catering manual. The manual should contain sample menus for each stated tier of catering which may include breakfast, lunch and dinner, hot and cold buffet and hors d'oeuvre selections which would be available upon two weeks advance notice, while aligning with the tiers below:
 - **Premium Service**: Premium service could include Presidential level events on campus and/or any formal events that require premium catering services.
 - **Day-to-day delivery**: Delivery service could include any group on campus that requires meals for breakfast, lunch, or dinner.

- Pick-up service: Pick-up service could provide a static menu of items that are available for daily pick-up, this option helps reduce overhead and cost for the customer.
- Student-friendly options: Student friendly options could provide students with a static menu of budget friendly items that are appropriate for student groups, events, etc.
- Customized solutions: Customizable solutions could include menus based on budget and need of client (e.g., ribbon cutting ceremonies, building openings, etc.).

9.5.4 Please confirm that menus will be changed every six (6) months. Please provide sample seasonal menus to reflect these changes.

9.5.5 Indicate which items are healthful food choices and provide a portion guide for all items. In addition, prepare a set of limited menus that will be standard daily menus available at all times on short notice and those which would be available on a one- or two-day advance notice. These would be limited to small faculty or administrative staff groups, or other special group meetings.

9.5.6 Propose pricing on a per cover basis for a minimum number of covers. Additionally, please show the calculations involved in determining the per person cost for a smaller number of covers than the minimum quoted above.

9.5.7 Submit the average per cover prices of each of the following for the appropriate tier:

- Continental breakfast.
- Hot, served breakfast.
- Cold, served luncheon.
- Hot, served luncheon.
- Simple cocktail and hors d'oeuvre reception.
- Cold, served dinner.
- Hot, served dinner.
- Full dinner buffet.
- Stand-up reception and formal sit down.
- Conference meals and breaks.
- Boxed Lunches

9.5.8 Provide a breakdown of what customers will be charged for additional items including, but not limited to:

- China
- Table linens
- Additional wait staff
- Flowers
- Decorations/themes

Proposed prices must be competitive with off campus catering providers.

- 9.5.9 Compute pricing to account for the costs of goods, labor, operating supplies, administrative fees, and other appropriate expenses. Pricing is to reflect the Profit and Loss Catering structure of this RFP. Itemize projected sales on the forms provided in Attachment L: Financial Template Instructions.
- 9.5.10 Provide a plan to ensure that there is a timely and thorough clean-up after all events to keep the University's facilities clean. Please include that the clean up shall include removal of all service ware and trash from the premises within the provided plan.
- 9.5.11 Please confirm that the following methods of payment will be accepted for catering orders: Flex Dollars, Cash, Credit, Debit, Apple/Samsung Pay, Purchase Orders
- 9.5.12 Please share your experience planning and executing large (e.g. 2,000-5,000 person) events.

Staffing

- 9.5.13 Submit staffing schedules for catering operations in Attachment L: Financial Template Instructions.
- 9.5.14 Detail the payroll rates and benefit costs for all hourly and salaried employees for catering. Indicate to whom this unit's staff will report.

9.6 Marketing and Engagement

- 9.6.1 Please describe the roles that make up your company's marketing team – specific to individuals who would be responsible for Kean Dining and Catering – and what tasks they are responsible for. Include corporate, regional, and local support.
- 9.6.2 Describe your online and offline marketing strategies for engaging with each of the following constituencies including but not limited to:
- Newly admitted undergraduate and graduate students.
 - Parents of newly admitted undergraduate students.
 - Returning graduate and undergraduate students residing on campus.
 - Returning graduate and undergraduate students residing off campus.
 - Parents of returning residential students.
 - Summer Term students.

- Kean faculty and staff.
- 9.7.4 Detail how your company would effectively work to create a community environment amongst students. How will your company improve the student experience at Kean? How does your company maximize customer satisfaction? What surveying and feedback tools do you employ to measure the level of customer satisfaction? Please detail, specific to Kean Dining, who would be responsible for what within your company to make this a reality?
- 9.7.5 Please confirm that the Contractor will attend the required standing meeting on a weekly basis to provide a report of efforts and areas of approval for Kean.
- 9.7.6 Detail in depth how you will work to collaborate and streamline communication with the Kean team regarding all marketing efforts and channels.
- 9.7.7 Provide examples of how your marketing team has supported key campus initiatives or events through food service programming. Examples include:
- New student yield events
 - New Student Orientation
 - Move-In-Day
 - Top-level campus celebrations (Homecoming, Kean Day, etc.)
- 9.7.8 Please provide examples demonstrating how you have grown business on the University level and how your experience would assist Kean Dining in business growth.
- 9.7.9 Provide examples of how your organization would incorporate the University's branding into your corporate marketing materials. University branded marketing materials must be approved by Kean University, Office of University Relations.
- 9.7.10 Provide examples of how your organization would utilize Kean University's Intranet to market dining promotions.
- 9.7.11 Provide examples of the types of marketing (offline and online), campaigns, and promotional programs your company would implement at Kean including specific information for each component of Kean Dining. These include:
- Residential meal plans
 - Commuter meal plans
 - Dining Area cash sales
 - Declining balance accounts

- Catering services
- Kean employee meal plans
- Student events

9.8 Product and Menu Development

- 9.8.1 Please describe your company's approach to food product and menu development for all applicable food service units (i.e., residential, retail, catering, etc.). In your response include discussion regarding:
- Keeping current trends.
 - How to create food products in a cost-efficient manner.
 - Recipe development - local, regional and on a corporate basis.
- 9.8.2 What nutritional content of food products are offered on the menus and how is this information transmitted to the Kean guest?
- 9.8.3 Please confirm that the Contractor agrees to develop all menus with the help of a registered dietitian.
- 9.8.4 Please confirm that the Contractor agrees to provide macronutrient information for each food item and serving offered.
- 9.8.5 How do you ensure the authenticity of cuisines offered at Kean - included but not limited to:
- Ethnic
 - Vegan
 - Vegetarian
 - Kosher
 - Halal
 - Gluten Free
 - Organic
 - Sustainable
- 9.8.6 Who do you use for Kosher governance?
- 9.8.7 Please describe how you ensure you will meet halal standards when preparing halal food items (e.g., chicken).
- 9.8.8 Please provide specific menu programs with facility layouts for each of the Kean Dining locations without expansion beyond the current footprint.
- 9.8.9 Please provide a complete list of your company's partnerships or license agreements with the variety of national and regional brand programs and professional organization affiliations (i.e., Starbucks,

Dunkin Donuts)

- 9.8.10 What are your current relationships with major food, paper, and cleaning suppliers especially those which you have national and/or regional agreements? Please be specific to those agreements you have with food manufacturers whose products are distributed through major distributors. Describe how these relationships could benefit Kean.
- 9.8.11 Kean desires to utilize local food suppliers where it is possible and when it is cost effective, including those providing organic products. Provide a description of how you would incorporate this into your procurement process.
- 9.8.12 Describe how the supply chain interfaces with menu development in the securing of Halal products and ensures the product safety particularly for authentic food products utilized in specialized cooking.
- 9.8.13 How can these local food suppliers be implemented in customized and special requests for catering clients?
- 9.8.14 Describe the process of how new products are introduced within the supply chain.
- 9.8.15 Describe your process for data collection, availability, and evaluation – examples such as meal plan participation, food costs, food volume, food sourcing, and student survey results, both at a campus-wide and site-specific level, available in raw data and spreadsheet format.
- 9.8.16 Describe your process for data collection and analysis of catering surveys, focus groups results - qualitative and quantitative.

9.9 **Human Resources**

- 9.9.1 Please describe through use of an organizational chart and narrative how you plan on staffing Kean Dining. The organizational chart should include the corporate, regional, and local level where it is specific to your company dealing with Kean Dining on a regular basis.
- 9.9.2 What are the processes in ensuring personnel are compliant with your company and University guidelines?
- 9.9.3 Please detail the process that occurs at each level of the proposed Kean organizational chart and the anticipated interface with

corresponding levels of Kean management.

9.9.4 Please submit resumes for candidates for the following positions at Kean with the understanding that Kean University will employ the Director, Residential Food Service Manager and Marketing Manager, and two Food Service Influencers:

- Resident District Manager:
 - Responsible for overseeing the overall food service operations within a specific district or region. This includes managing multiple facilities, ensuring compliance with company standards, and collaborating with various managers to achieve financial and operational goals.

- Resident General Manager:
 - Tasked with the day-to-day management of a specific dining facility or location on the University campus. Responsibilities include supervising staff, overseeing daily operations, ensuring quality service, and managing budgets to achieve financial objectives, and providing ad-hoc weekly, monthly, bi-annual, annual reports.

- Resident Retail Manager:
 - Focuses on managing and optimizing retail food service operations within the University campus. This includes overseeing campus cafes, and other retail outlets, ensuring a positive customer experience, and implementing strategies to drive sales.

- Residential Executive Chef:
 - Responsible for the culinary aspects of residential dining services. This includes menu planning, food quality control, kitchen management, and collaboration with other managers to meet nutritional standards and student preferences.

- District Chef:
 - Oversees culinary operations across multiple locations within a district. Responsibilities include menu development, culinary training, quality control, and ensuring consistency in food preparation and presentation across all facilities.

- Catering Manager:

- Oversees all aspects of catering services, including planning and executing events, managing client relationships, coordinating with chefs, and ensuring the successful delivery of catering services in alignment with client expectations.
- Catering Chef:
 - Specializes in culinary aspects related to catering services. Responsibilities include menu planning for catering events, supervising kitchen staff during events, and ensuring the quality and presentation of food align with client expectations.
- Invoicing Coordinator
 - Responsibilities include resolving billing discrepancies and collecting receivables directly from the ordering department of the University. This person will also be responsible for maintaining organized records, and facilitating communication with Kean. This candidate should possess strong analytical skills, and have previous experience in invoicing or a related financial role.
- Food Service Influencer
 - Focuses on a social media presence, highlighting the food services, products, and culinary experiences. This person will be responsible for promoting new trends, engaging online, and sharing visually appealing photos and videos.
- Dietitian
 - Responsible for providing nutritional expertise and guidance to support the development of healthy and balanced menus. This includes collaborating with chefs, conducting nutritional assessments, programming, and educating staff and students on healthy eating habits. This will require an onsite representative for a minimum of 15 hours per week. When offsite, virtual appointments will be available to all students.
- Director of Marketing:
 - Responsible for developing and implementing marketing strategies to promote all aspects related to dining services. This includes creating promotional campaigns, managing social media, and collaborating with other departments on campus to enhance the visibility and reputation of the dining program. This will require an onsite

representative for a minimum of 15 hours per work.

As a minimum, each resume should contain the following information:

- Position
- Name
- Education
- Years of Employment with Contractor
- Level of Experience
- Professional Training
- Assignments under the current Contractor, noting size of each account, life, major responsibilities, and number of employees supervised.
- Previous assignments; note same information as above.

- 9.9.5 Please provide evidence that the individual in charge of the Kean University campus operations (Resident General Manager) will have a minimum of five (5) years' successful managerial experience in college or University foodservice operations or equivalent; other supervisory and management staff should also have relevant experiences in catering, nutrition and/or college or University dining.
- 9.9.6 Please describe your management succession planning process specifically as to how it would apply for Kean Dining.
- 9.9.7 Please describe your training plan for management and employees in both the transition phase and in the longer-term. If you are the incumbent, please describe how management and employee training will impact positive change with Kean Dining. Include at least one (1) copy of your complete training manual in English (manuals will be returned to Contractor upon request).
- 9.9.8 Present criteria used in annual evaluation of the account manager's performance.
- 9.9.9 Present incentive compensation guidelines, if any, for account management and key personnel.
- 9.9.10 The successful Contractor will utilize student help during the term of this contract. Please indicate how this has been accomplished at other accounts (i.e., number of accounts, number of students, payroll ranges, duties, etc.).
- 9.9.11 Please confirm that students employed by the Contractor will be paid at least the prevailing federal minimum wage. The University shall have the right to determine the number of hours each student may work, the nature of the work performed, and other conditions of employment

University deems appropriate.

- 9.9.12 Please confirm that the Contractor will employ a minimum of 10% of student-workers.
- 9.9.13 Describe in detail a communication and /or crisis communication plan and the personnel who would be involved.
- 9.9.14 Please describe your company's processes and procedures to ensure product and dining service safety including what happens in the case of product recalls.
- 9.9.15 Detail recruiting techniques and sources of non-management labor, while following all equal employment guidelines shown below. Please indicate how this has been accomplished at other accounts (i.e., number of accounts, number of students, payroll ranges, duties).
- 9.9.16 Describe personnel-related functions designed to maintain compliance with all local, state, and federal laws including but not limited to:
- Fair Employment Practices
 - Lawful Wage and Hour Practices
 - Occupational Safety and Health Requirements
 - Compliance with Employment Practices Covered Under the 1990 Americans with Disabilities Act

 - Equal Employment Opportunity/Affirmative Action laws
- 9.9.17 Contractor is to provide a brief description of their benefit package. The description should include, but is not limited to, the following:
- Health Care Coverage
 - Dental Insurance
 - Life Insurance
 - Eyewear Plan
 - Flexible spending
 - Long-Term Disability
 - Retirement
 - Health Advocate
 - Employee Assistance Program
 - Tuition Benefits
 - Leave of Absence (Paid)
 - Leave of Absence (Unpaid)
 - Holidays for Staff
 - Vacation for Staff
 - Personal Loans

9.10 Quality and Improvement Management

- 9.10.1 Please detail and provide specifics of how your company stands out as an industry leader instead of an industry follower. How specifically will this benefit Kean Dining? What is your company's approach to encourage and maintain a culture of innovation?
- 9.10.2 Please detail how your company reconciles corporate goals against those of the client. If possible, please be specific to Kean Dining.
- 9.10.3 Describe your process flows for Improvement Management and Quality Assurance detailing who is responsible for what on the corporate, regional, and local level for execution and compliance. How would your company's programs positively benefit Kean? Cite examples if appropriate.
- 9.10.4 Please provide your requirements and best practices for maintaining clean dining services and kitchen areas. Do you use any KPIs or metrics to measure this performance?
- 9.10.5 Provide a measurement tool(s) or KPI's that will allow the University and operator to proactively measure/monitor quality (service, food, etc.) as well as meal plan perception and satisfaction, on a month-to-month, and year-to-year basis as well as. The intent of the reporting mechanism will be to create measurable goals that both parties can use to monitor and ensure progress in multiple key categories throughout the contract. KPI's should include, but are not limited to:
- REVPAS information (revenue per available student)
 - Health inspection reports
 - Food cost trends
 - Labor cost trends
 - Meal plan meal participation rates, by meal period
 - Mystery shopper reports
 - Survey scores
 - Local purchasing benchmarking status
 - Sustainable practices status
 - Monthly report, budgets, plans
- 9.10.6 The University expects the Contractor to participate in continuous improvement programs to ensure that costs are improved, and efficiencies are maximized semester to semester, and year to year. Develop a sample program, consistent with this initiative. Please confirm and explain how a monthly update on initiative, goals, and progress will be given to the University in writing.
- 9.10.7 Describe your proposed approach to implementation of auditing processes for Kean Dining. Indicate any key issues and/or

considerations Kean Dining should be aware of.

9.10.8 Confirm that the management team will use the proposed compliance software for daily oversight of dining operations in residential dining facilities.

9.10.9 What would your recommendations be on managing repairs of kitchen and dining areas and equipment to meet local codes? How would your team work with Kean's facility management team in this respect?

9.10.10 What is your process for crisis management related to food contamination and similar situations?

9.11 Sanitation and Safety

9.11.1 Describe the approach to sanitation and safety practices and the anticipated program to train and reinforce standards in the foodservice facility providing measurable metrics to be enforced throughout this agreement.

9.11.2 Outline sanitation and safety self-inspection procedures for all foodservice operations at Kean. Provide a sample copy of any checklist used during inspection. Provide information regarding minimum standards and guidelines to ensure sanitation and safety in preparation, production, and service areas. Required reports with measurable metrics will be delivered to the University's Contract Administrator on a monthly basis throughout the term of this agreement.

9.11.3 Describe in detail how the appropriate steps are taken to ensure HACCP compliance throughout this agreement. Provide a plan to ensure continuous and frequent documentation of internal inspections and what actions will be/were taken to correct any issues discovered. Contractor shall comply with the following standards and guidelines in the food preparation, production, and serving areas:

- Develop and maintain a complete HACCP plan for all food service operations at Kean.
- Please confirm that all employees will be trained in ServSafe Standards. All management staff are to be ServSafe certified. At least one ServSafe certified staff member shall be at each foodservice location during working hours.
- Provide the procedures to prevent cross contamination of menu items, e.g., allergens, proteins, produce, etc.
- Provide how daily sanitation of all food and beverage areas managed by Contractor, including foodservice, receiving/loading dock areas, services corridors dedicated to food services, storage areas, employee facilities, kitchen and serving equipment and spaces, and seating areas will be conducted.

9.12 Technology

- 9.12.1 Describe your proposed approach to implementation of your Management Information System (MIS) for Kean University. Indicate any key issues and/or considerations Kean University should be aware of.
- 9.12.2 What are the key inputs you would require from with regard to the implementation of your MIS.
- 9.12.3 Indicate the top five (5) MIS implementation related risks you believe your company will have to manage at Kean. Rank the risks in level of importance with the most serious being ranked Number 1. Accompanying each risk outline the strategy your company would adopt in addressing each risk.
- Please describe your ability to integrate with the University's current technology systems:
CSGold by CBORD
 - GET by CBORD
 - Ellucian Colleague
 - The Housing Director (THD), Adirondack Solutions
- 9.12.4 Please detail your web and mobile development and management program specific to Kean University including who is responsible for what within your company's organization. Provide your organization's process for ADA compliance for websites at Kean.
- 9.12.5 How will your company utilize technology (mobile, desktop, web, email, etc.) to communicate with your customers at Kean (exclusive of the web site)?
- 9.12.6 How will your company utilize mobile ordering technology and what marketing strategies will be expanded on to ensure the Kean University clients are aware of this technology?
- 9.12.7 How will your company utilize mobile ordering to allow for pick-up and delivery options? How will your company incorporate this new concept into the Kean University services?
- 9.12.8 What technologies do you anticipate using to communicate with Kean University clients and to make the end user experiences easy and user friendly?
- 9.12.9 Please detail how your company will utilize technology to make Kean students' lives better and easier. Be specific to how this will apply at Kean.

- 9.12.10 Please detail how automated check-out technology will be incorporated to retail dining outlets if applicable.
- 9.12.11 Please detail how your technology tools will maintain accuracy when adapting to late-breaking supply chain adjustments.
- 9.12.12 How will your company utilize technology (mobile, desktop, web, kiosk, email, etc.) to support the East Campus Outpost (exclusive of the website)?
- 9.12.13 Please identify the bandwidth requirements that you have for your staff and technical operations.

9.13 Transition/Reopening Plan

- 9.13.1 Please provide your company's transition plan (or grand re-opening plan if you are the incumbent) for Kean University based on the schedule provided in the RFP. Specifically indicate key activities, milestones and timelines for Kean University by service and by location.
- 9.13.2 Please submit a detailed Technology Transition Plan outlining the integration strategy of your company with the existing technology infrastructure. This plan should also include a comprehensive approach for the introduction and implementation of any proposed technologies onto campus including a timeline.
- 9.13.3 Please provide a breakdown of the transition/re-opening costs being specific to cost category and items within each category. Indicate if you are proposing that Kean or your company will absorb such costs.
- 9.13.4 Calculate the anticipated number of entry level staff and management employee hours and associated expense to be devoted to formal training during the period prior to the start of the new Contract. Show separate hours for entry level staff and management employees.
- 9.13.5 How does your company propose to organize/structure for the Kean University transition/re-opening? Indicate the key roles and support elements from the corporate, regional and on-site levels of your company.
- 9.13.6 Indicate the project manager and name(s) of the person(s) that will lead the implementation from your side, what their roles are, whether their involvement will be full or part time, and the cost and duration. Also, please indicate what you believe should be Kean's role in this activity.
- 9.13.7 Please provide detail on how your company will support the transition/re-opening through your marketing and merchandising. Be specific to Kean Dining.

9.13.8 How will advanced technology solutions, digital marketing, or web communications be used to support the transition? And how long would you project the length of transition based on past experiences.

9.14 Sustainability

9.14.1 Explain in detail how Kean University's environmental sustainability program will be adhered to, how you will contribute to enhancing the University's sustainable efforts and what metrics will be used to demonstrate annual improvement in "Green" initiatives.

9.14.2 Describe your company's experience with and approach to a zero-waste strategy for:

- Back of house operations (sorting, composting, recycling, leftover food handling, etc.).
- Packing and serving (eliminating single serving water bottles, eliminating disposable plastics, eliminating disposable packaging for food and beverages and reducing excess packaging from catering orders, implementing reusable containers for beverages and to-go food and to-go food boxes provided with catering, bag-free stores).
- Ordering (reducing over-orders for catering, tray-less dining).

9.14.3 Contractors should develop a "farm to table" program with local agricultural community and explain program in detail. Program should include annual summary of measurable goals for assessment. It is important that Contractors propose a comprehensive corporate program to engage the local community for purchasing. This program should include using the local farmers' market for menu offerings. This program should also include clear goals indicating what percentage of the food inventory will be purchased from the local area.

9.14.4 What is your company's approach to labeling items that achieve the sustainability ethos (caged-free eggs, locally sourced produce and/or organic choices)?

- Locally Grown Requirements: For the purpose of this RFP, "Locally Grown" is defined as grown within the State of New Jersey, and within a 150-mile radius of Kean.
- Locally Grown products purchased from local farmers require Contractor to keep records through entirety of contract period of a) product name, b) farm name & location, c) quantity purchased, d) purchase date, and e) prices paid for product(s). If Regional Local Food Distributors are contracted, the Contractor should keep similar records of each individual local farmer involved with the purchased local product(s).
- Contractor will document and purchase Locally Grown products in the following annual incremental volumes: Year 1-

5% of total food budget; year 2-10% of total food budget; Year 3-15% total food budget, and so on, up to 25% of total food budget.

- Contractor will lower the dependence on pre-packaged goods by offering more chef-driven, creative items to include daily specials, action stations (wok station, pasta station etc.), salads, dressing, as well as Mediterranean cuisine and natural juices.
- Contractor will purchase a percentage of proteins (chicken, beef, pork) that are naturally raised, (with no antibiotics), as well as locally grown produce, locally raised meats, and locally baked breads.
- Contractor will establish written contract agreements by March 31st of each contract year, with selected local grower(s) requiring them to produce and deliver agreed upon quantities at a fixed price for a specific contract period. Prices paid directly to local farmers will be no less than the fixed prices noted in the weekly report found at <http://www.ams.usda.gov/mnreports/fvwretail.pdf>
- Contractor will provide annual documentation during the contract period to Kean with direct prices received by each individual grower. Documentation due with annual Business Plan on March 15th for inclusion in University annual plans.
- Contractor will agree in written contract agreements to pay in full, contracted local grower(s) at time of acceptable delivery of product.
- Contractor will provide educational labels designating local farmer(s) products on: a) menu board signage, b) food stations, c) individual salad bar items, d) table tent signage to include at a minimum (grower, city of farm, mileage from Kean), and e) entrance New Jersey map(s) from dining hall entrance door to pay station indicating: a) Contractor farm name, b) location, and c) products purchased. All signage and labeling systems are to be mutually agreeable between local growers and Kean.
 - Contractor will conduct a robust event calendar featuring Contractor demonstrations quarterly “Lunch and Learn: Local Farm Market Meet and Greet” involving Farm Contractor Demonstrations and increase educational opportunities through a newsletter, blackboard describing which farms local foods come from, display area for recipe cards for chef’s specials, nutritional value of food.
 - Contractor will work with Kean faculty and students to: a) develop local food promotions, b) identify potential local farm producers or regional distributors, c) conduct quarterly “Lunch and Learn: Local Farm Market Meet and Greet” educational sessions and d) invite local farmers to display their products and talk to students.

- Contractor will allow Kean University to organize and facilitate a series of meetings between the Kean Food Service management team and local grower to discuss future partnership.

9.14.5 Describe your company's approach to waste reporting using LeanPath or the equivalent. Kean intends to share data from reporting systems with faculty and students doing research and teaching involving food systems, as well as for sustainability reporting. Is there any information your company would collect that it would deem confidential?

9.14.6 Kean is committed to reporting under AASHE STARS. Please describe your experience with this rating system, including the option to use the Real Food Challenge to report under AASHE STARS. What % achievement under the Real Food Challenge and what number of AASHE STARS points would your company propose reaching in: Year 1 of the contract (example: 5% and 5 points); Year 3 of the contract (example: 20% and 7 points).

9.14.7 How do you measure your sustainability efforts? Include software, reporting, metrics, Contractor partnerships, etc. to describe.

9.14.8 Please list any sustainability organizations you partner with. And include how you've partnered with past clients' internal sustainability committees.

9.14.9 Describe how you would address sustainability initiatives – examples such as local/organic purchasing, vegan options, Fair Trade coffee and tea, bottled water reduction, tray less dining, composting, cage free shell eggs.

9.14.10 Define your dining system's environmental performance according to credible, specific, verifiable, and contractual benchmarks – examples such as category-based targets that increase during the contract term, and 100% sustainable purchase of specific food items

9.14.11 What is your company's experience with working with campus sustainability offices to develop and maintain clear, consistent, and accurate messaging that is "on brand" and synchronized with other campus sustainability messaging? How would you approach this task?

9.14.12 Please describe your proposed plan to work with Kean University faculty and staff on food waste collection efforts, to help maximize composting operations on campus.

9.15 Food Insecurity

Even on campuses and communities with strong resources and various dining facilities, students, staff, and faculty can often find themselves struggling to find a meal. And when someone is hungry, their educational attainment and lives can be dramatically affected.

9.15.1 Please detail how you will build upon Kean's existing food insecurity programs to ensure that all students have equitable and equal access to food.

9.15.2 What is your company's experience with addressing food and nutrition insecurity on University campuses? Please provide examples that are transferable to the Kean setting.

9.15.3 How do you measure food insecurity on campus? Please detail any metrics that you use to track student's ability to access food on a daily basis.

9.15.4 Please detail your meal donation program comparable to Swipe Out Hunger.

9.16 Supplier Diversity

9.16.1 Is your organization certified as a diverse business (including but not limited to women-owned business, veteran-owned business, small business, or minority-owned business)? If so, please include your most up to date certification.

9.16.2 How will your organization support Kean's supplier diversity efforts? Will any diverse Subcontractors or Tier 2 suppliers be involved with your proposed dining services? If so, please provide specific information of the involvement.

9.17 Emergency Preparedness

9.17.1 Please provide the emergency preparedness plan for Dining Services should include details on how the Contractor will continue to provide food services in the event of an emergency, including how the Contractor will ensure the safety and well-being of their staff, as well as how they will communicate with students and other stakeholders about any changes to food service operations. It should also outline any special procedures or protocols that will be put in place during an emergency, such as food storage and handling, and any additional resources or equipment that may be needed. The plan should be comprehensive and consider a range of potential emergency scenarios, including natural disasters, power outages, and other disruptions to normal operations. The plan should also align with Kean's University-wide emergency preparation plan.

9.17.2 Please provide the names and phone numbers of the three management individuals who will be available at any time to call in the case of emergencies.

9.17.3 The emergency preparedness plan should also include a clear chain of command and identify key staff members who will be responsible for implementing the plan. This includes designating roles and responsibilities for all staff members and ensuring that everyone is aware of their role in the event of an emergency.

9.17.4 It is also important that the plan is regularly reviewed and updated to reflect any changes in the organization or any new information relating to emergency preparedness. Regular drills and training sessions should be conducted to ensure that all staff members are familiar with the plan and are prepared to implement it in the event of an emergency.

9.17.5 The plan should be easily accessible to all staff members and stakeholders, and there should be clear communication channels in place to ensure that everyone is kept informed of any changes or updates to the plan.

9.17.6 Overall, a thorough and well-developed emergency preparedness plan for Dining Services is essential to ensure the safety and well-being of all staff members and stakeholders during an emergency.

9.17.7 In addition to the criteria mentioned, the emergency preparedness plan should also address the following specific areas:

- Food safety and sanitation: The plan should outline procedures for ensuring food safety and sanitation during an emergency. This includes guidelines for food storage and handling, as well as protocols for maintaining proper temperatures and preventing cross-contamination.
- Food supply and inventory: The plan should include details on how Dining Services will manage their food supply and inventory during an emergency. This includes procedures for ordering, receiving, and storing food, as well as strategies for managing limited resources.
- Communication: The plan should outline a comprehensive communication strategy that includes how information will be disseminated to staff members, students, and other stakeholders during an emergency. This includes identifying communication tools and channels that will be used to provide updates and instructions.
- Staffing training and readiness: The plan should include details on how Dining Services will train their staff members on emergency procedures and ensure they are prepared to respond to an emergency. This includes conducting regular training sessions and drills, as well as ensuring that staff members are familiar with their roles and responsibilities.
- Partnerships and collaborations: The plan should identify potential partnerships and collaborations with other departments or organizations that could assist Dining Services during an emergency. This includes identifying resources and support that could be provided by other organizations, as well as establishing communication channels and protocols for working together.

9.17.8 By addressing these areas, Dining Services can ensure that their emergency preparedness plan is comprehensive, effective, and responsive to the needs of their staff members, students, and other stakeholders.

9.17.9 In the event of an emergency, natural disaster, or pandemic that requires full closure of food service operations, please describe your emergency preparedness plan.

10. **Financial Proposal**

Proposal shall include prices per the schedule furnished in Attachment L: Financial Template Instructions and Attachment M: Financial Arrangement, as well as other potential charges (if any) for proposed services associated with the RFP program implementation and administration that you wish the University to consider.

10.1 **Base Proposal Quotation**

10.1.1 The financial proposal portion of this RFP requires that the Contractor provide a Base Proposal Quotation using the Foodservice Pro Forma Worksheet provided in Attachment L: Financial Template Instructions.

10.2 **Additional Proposal Quotation**

10.2.1 Any additional proposal should be provided in a similar format separate from the Base Proposal Quotation.

10.3 **Cost Information and Financial Statements**

10.3.1 Complete the retail and catering sales worksheets, board plan worksheets, sliding scales, and foodservice pro forma statements for each operation, separated by operation and year, and then consolidated for (10) ten years. Contractor is asked to align each year's projections with Kean University's fiscal year, beginning each year on July 1 and concluding each year on June 30. Assume an annual inflation rate of 3.0%. Contractor is also asked to utilize a fiscal week of Midnight Sunday – 11:59 PM Saturday.

10.3.2 Financial statements are to be based on the programs described in this document and the menus, programs, concepts, and staffing plans the Contractor has completed as part of the Financial statements should follow the Base Bid Quotation requirements, as described in this Technical Proposal.

10.3.3 The foodservice pro forma statements are to include only those revenue and expense items directly associated with a Kean University operation. All revenues and expenses are to be shown using FY 2026 dollars with appropriate percentages, per instructions. All costs and expenses are to be allocated to the appropriate revenue centers.

10.3.4 The forms should be strictly adhered to, and the Contractor should note any discrepancies or modifications with accompanying footnotes.

10.3.5 The Campus Dining Sales and Catering Sales worksheets will be the basis for sales projections cited in the pro forma statements. All assumptions for worksheet calculations should be included as back-up information.

10.3.6 The worksheets are to be completed for each foodservice outlet and should include a breakdown for each Location and Meal Period proposed.

10.3.7 To identify clearly how each figure was derived for the pro forma statements, the Contractor should include line-by-line explanations and/or assumptions for revenue, cost of sales, management and employee benefits, and all operating expenses as back up information.

10.3.8 Unless noted otherwise, percentage (%) figures should be calculated as a percentage of the "Total Sales" figure on the Foodservice Pro Forma Statement.

10.4 Financial Statement Assumptions

10.4.1 Participation assumptions and sales projections for the foodservice operations should be developed based on the information as described in various sections of this document.

10.4.2 The Contractor will remit to the State of New Jersey tax commission on any Sales Tax required.

10.4.3 The Contractor will provide such trucks or vans required for foodservice usage and will be responsible for gas, oil, repairs, maintenance, and insurance as required by New Jersey State law. The Contractor will assume full monetary responsibility for any University vehicles used temporarily in the performance of the agreement. These costs should be a direct cost of operation.

10.5 Commissions

10.5.1 Cite the annual commissions as a percentage of gross sales, for each cash operation, to be remitted to Kean University. This is to include gross cash sales associated with catering. Commissions are to be provided according to the following minimum commission rates; a tiered structure is not acceptable:

- Retail: 12% of gross sales
- Flex Dollars: 12% of gross sales
- Catering: 12% of gross catering sales
- Camps & Conferences: 12% of gross sales

10.6 Meal Plan

10.6.1 Using the meal plans provided by the University in Attachment F: Meal Plans, and not exceed the historical meal plan participation numbers in Attachment O: Background Information, estimate the participation and revenue the Contractor foresees for meal plan operations at Kean University. Detail your proposed cost per student meal, by meal plan for the University.

10.6.2 Board plan rates are to be provided based on Attachment D: Academic Board Day Calendar.

10.7 Regarding Net Losses

10.7.1 Any and all net losses associated with this contract as the sum of Kean University's authorized operating expenses and commissions paid to the University from Contractor, in excess of gross sales shall be paid by the Contractor throughout the term of this agreement.

10.8 Optional Proposal Program Submission

10.8.1 After having complied with the base proposal as articulated in Scope of Services and Deliverables in this RFP, Contractors are given the option to submit alternate program proposals. The Contractor shall be required to prepare and submit a complete set of financial worksheets and proforma's for each year of the term of the agreement for the alternate proposal. As shown in Attachment L: Financial Template Instructions in conjunction with instruction for completing the pro forma workbook in the Excel file provided

10.9 Summary

10.9.1 Kean University is seeking innovative, effective foodservice management of the campus dining services and therefore encourages Contractor to be creative in all aspects of the technical and financial arrangements sections of the proposal response and in any optional proposal quotations. A Template of financial statements required for each foodservice operation is provided on the attached Excel file in Attachment L: Financial Template Instructions.

Attachment A: Legal Provisions Checklist and Forms

Kean University FOOD SERVICE OPERATION Bid No. K24-2-14-1

KEAN UNIVERSITY
DOCUMENT CHECKLIST

- A. Failure to submit the following documents and sign this sheet may result in the Proposal being deemed non-responsive. Vendors are required to ensure that all compliance requirements have been met.

Required with submission of Proposal (Owner's "X")		Document	Vendor Shall Initial Each Item Submitted with Proposal
Form Provided By KU	Form Provided by Vendor		
X		Signed Fee Proposal Form	
X		Offer and Acceptance Page	
X		Confidentiality and Commitment to Defend Form	
X		Vendor/Bidder Certification and Political Contribution Disclosure Form – Public Law 2005, Chapter 271	
X		Ownership Disclosure Form	
X		Source Disclosure Form	
X		Affirmative Action Questionnaire	
X		Exhibit A – Mandatory Equal Employment Opportunity Language – Goods, General Services, and Professional Services Contracts	
X		Non-Collusion Affidavit/No Warranty of Solicitation (form must be Notarized)	
X		Business Ethics Guide Certification	
	X	NJ Business Registration Certificate for Contractor and Subcontractor (REQUIRED TO BE SUBMITTED PRIOR TO AWARD)	
X		Acknowledge Receipt of Addendum Form	
	X	Include Bid Security, if applicable	
	X	Vendor Financial Qualification Statement	
X		Disclosure of Investigations and Other Actions Involving Vendor Form	
X		Disclosure of Investment Activities in Iran Form	
X		Subcontractor Utilization Form	
X		Form W-9 – Request for Taxpayer Identification Number and Certification	
X		MacBride Principles Form	
X		Certification of Non-Involvement in Prohibited Activities in Russia or Belarus	

- B. Signature: The undersigned hereby acknowledges and has submitted the above-listed requirements.

Name of Vendor: _____

Print Name & Title: _____

Authorized Representative Signature: _____

Date: _____



OFFER AND ACCEPTANCE PAGE
STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

TO THE STATE OF NEW JERSEY:

Name of Bidder/Contractor _____
 Address _____
 City, State, Zip Code _____
 Phone Number _____
 Fax Number _____
 Email Address _____
 FEIN _____
 Print Name & Title of Authorized Representative _____
 Signature Authorized Representative _____

By submitting a Quote the Bidder certifies and confirms that:

1. It has read, understands, and agrees to all terms, conditions, and specifications set forth in the Bid Solicitation and the State of New Jersey Standard Terms and Conditions and agrees to furnish the goods, products, and/or services in compliance with those terms;
2. It has complied, and will continue to comply, with all applicable laws and regulations governing the provision of State goods and services, including the New Jersey Conflicts of Interest Law, N.J.S.A. 52:13D-12 to 28;
3. The price(s) and amount of its Quote have been arrived at independently and without consultation, communication or agreement with any other Contractor/Bidder or any other party;
4. Neither the price(s) nor the amount of its Quote, and neither the approximate price(s) nor approximate amount of this Quote, have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before the Quote submission;
5. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this Contract, or to submit a Quote higher than this Quote, or to submit any intentionally high or noncompetitive Quote or other form of complementary Quote;
6. The Quote is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Quote;
7. The Bidder, its affiliates, subsidiaries, officers, directors, and employees are not, to Bidder's knowledge, currently under investigation by any governmental agency for alleged conspiracy or collusion with respect to bidding on any Contract and have not in the last five (5) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any Contract;
8. The Bidder's failure to meet any of the terms and conditions of the Contract shall constitute a breach and may result in suspension or debarment from further State bidding; and
9. A defaulting Contractor may also be liable, at the option of the State, for the difference between the Blanket P.O. price and the price bid by an alternate Vendor (Bidder) of the goods or services in addition to other remedies available.

ACCEPTANCE OF OFFER (For State Use Only)

The Offer above is hereby accepted and now constitutes a Contract with the State of New Jersey. The Contractor is now bound to sell the goods, products, or services in accordance with the terms of the Bid Solicitation and the State of New Jersey Standard Terms and Conditions. The Contractor shall not commence any work or provide any good, product, or service under this Contract until the Vendor Contractor complies with all requirements set forth in the Bid Solicitation and receives written notice to proceed.

Contract/Master Blanket Purchase Order Number _____
 Award Date _____ Effective Date _____
 State of New Jersey Authorized Signature _____
 Print Name and Title _____



CONFIDENTIALITY AND COMMITMENT TO DEFEND

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # & TITLE: _____

The Bid Solicitation advises Bidders (hereinafter "Company") that the submitted "Quotes can be released to the public pursuant to N.J.A.C. 17:12-1.2(b) and (c), or under the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1.1 et seq., or the common law right to know." In the event that the Division receives a request for documents related to above referenced Bid Solicitation, in accordance with its statutory obligations under the New Jersey Open Public Records Act and/or the common law right to know, it is the Division's intent to fulfill the request for records which may include a copy of the Company's Quote.

If Company objects to the disclosure of any portions of the Quote, the Company must advise the Division and must attach a detailed statement clearly identifying those sections of the Quote that Company claims are exempt from disclosure. In requesting any exemption, Company must identify the specific statutory or other legal justification for each requested exemption and the factual basis that supports said exemption. In addition, if Company requests any exemption to disclosure of the Quote based upon claims of confidential/proprietary information and trade secrets (setting forth the nature of the formula, process, pattern, device or compilation), in accordance with *Ingersoll-Rand Co. v. Ciavatta*, 110 N.J. 609 (1988), Company must also indicate the following with respect to the requested exemption:

- (1) the extent to which the information is known outside the owner's business;
- (2) the extent to which it is known by employees and others involved with your business;
- (3) the extent of the measures taken by your firm to guard the secrecy of the information;
- (4) the value of the information to your firm and your competitors;
- (5) the amount of effort or money expended by your firm in developing the information; and
- (6) the ease or difficulty with which the information could be properly acquired or duplicated by others.

Further, if the Quote includes any copyright notices, within five business days, the Division will be permitted to release a copy of the Quote document(s) unless Company serves the Division with an order from a court of competent jurisdiction precluding such release.

The State reserves the right to make the final determination as to what is and is not subject to public disclosure under OPRA and/or the common law right to know, and will advise the Company accordingly. Please note that the State will not honor any claim of confidential, proprietary, trade secret, and/or copyright material that is not supported by a specific statutory or legal justification provided by the Company. The State will not honor any attempts by the Company to designate the entire Quote as proprietary, confidential and/or to claim copyright protection for its entire Quote.

Accordingly, in order to assist the Division with the fulfillment of potential document requests, please select one of the following:

The Company's Quote does not include any confidential, proprietary and/or trade secrets; and therefore, the Company does not request any redactions be made prior to the release of the documents.

OR

The Company's Quote does include confidential, proprietary and/or trade secrets; and therefore, the Company requests that certain portions of the Quote be redacted prior to the release of the documents.

The requested redactions are set forth in the attached statement which specifically identifies the portions of the Quote by section, page number, paragraph and or line; and identifies the specific statutory or other legal reason for each requested exemption.

In the event of any challenge to the Company's assertion of confidential/proprietary information, the Company shall be solely responsible for defending its designation. Company agrees that it shall defend and cooperate in the defense of an action against the State of New Jersey arising from or related to the non-disclosure, due to the Company's request, of documents submitted to the State of New Jersey, and relating to a Quote submitted by the Company in response to the above referenced Bid Solicitation, which was the subject of a request for government records under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq. ("OPRA"), or the common law right to know. The Company further agrees to indemnify and hold harmless the State against any judgments, costs, or attorneys' fees assessed against the State in connection with any action arising from, or related to, the non-disclosure, due to the Company's request, of documents submitted to the State, which are the subject of a request for government records under OPRA.

The Company makes the forgoing agreement with the understanding that the State may immediately disclose any documents withheld without further notice if the Company ceases to cooperate in the defense of an action against the State arising from or related to the above described non-disclosure due to the Company's request, and will disclose such documents withheld if so ordered by a court of competent jurisdiction.

The undersigned certifies that s/he is duly authorized to make this commitment on behalf of the Company.

Company Name

Signature

Date

Print Name and Title



**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY**

33 WEST STATE STREET, P.O. BOX 0230
TRENTON, NEW JERSEY 08625-0230

**VENDOR/BIDDER CERTIFICATION AND POLITICAL CONTRIBUTION DISCLOSURE FORM
PUBLIC LAW 2005, CHAPTER 271**

CONTRACT #: _____ **VENDOR/BIDDER:** _____

At least ten (10) days prior to entering into the above-referenced Contract, the Vendor/Bidder must complete this Certification and Political Contribution Disclosure Form in accordance with the directions below and submit it to the State contact for the referenced Contract.

NOTE that the disclosure requirements under Public Law 2005, Chapter 271 are separate and different from the disclosure requirements under Public Law 2005, Chapter 51 (formerly Executive Order 134). Although no Vendor/Bidder will be precluded from entering into a contract by any information submitted on this form, a Vendor's/Bidder's failure to fully, accurately and truthfully complete this form and submit it to the appropriate State agency may result in the imposition of fines by the New Jersey Election Law Enforcement Commission.

DISCLOSURE

The following is the required Vendor/Bidder Disclosure of all Reportable Contributions made in the twelve (12) months prior to and including the date of signing of this Certification and Disclosure to: (i) any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or (ii) any entity that is also defined as a "continuing political committee" under N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.

The Vendor/Bidder is required to disclose Reportable Contributions by: the Vendor/Bidder itself; all persons or other business entities owning or controlling more than 10% of the profits of the Vendor/Bidder or more than 10% of the stock of the Vendor/Bidder, if the Vendor/Bidder is a corporation for profit; a spouse or child living with a natural person that is a Vendor/Bidder; all of the principals, partners, officers or directors of the Vendor/Contractor and all of their spouses; any subsidiaries directly or indirectly controlled by the Vendor/Bidder; and any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the Vendor/Bidder, other than a candidate committee, election fund, or political party committee.

"Reportable Contributions" are those contributions that are required to be reported by the recipient under the "New Jersey Campaign Contributions and Expenditures Reporting Act," P.L. 1973, c.83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-10.1 et seq. As of January 1, 2005, contributions in excess of \$300 during a reporting period are deemed "reportable."

Name and Address of Committee to which a Reportable Contribution was made	Date of Reportable Contribution	Amount of Reportable Contribution	Contributor's Name
<i>Indicate "NONE" if no Reportable Contribution was made.</i>			
		\$	
		\$	
		\$	
		\$	
<i>Attach additional sheets if necessary</i>			

CERTIFICATION

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

Signature

Date

Print Name and Title



OWNERSHIP DISCLOSURE FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

VENDOR NAME: _____

PURSUANT TO N.J.S.A. 52:25-24.2, ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO PROVIDE A STATEMENT OF OWNERSHIP. Please answer all questions and complete the information requested.

- 1. The vendor is a Non-Profit Entity; and therefore, no disclosure is necessary. YES NO
2. The vendor is a Sole Proprietor; and therefore, no other disclosure is necessary. YES NO
3. The vendor is a corporation, partnership, or limited liability company with individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest; and therefore, disclosure is necessary. YES NO

If you answered YES to Question 3, you must disclose the information requested in the space below:
(a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class;
(b) all individual partners in the partnership who own a 10% or greater interest therein; or,
(c) all members in the limited liability company who own a 10% or greater interest therein.

Form with four sections for providing names and addresses of stockholders, partners, or members.

- 4. For each of the corporations, partnerships, or limited liability companies identified in response to Question #3 above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities? YES NO

If you answered YES to Question 4, you must disclose the information requested in the space below:
(a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class;
(b) all individual partners in the partnership who own a 10% or greater interest therein; or,
(c) all members in the limited liability company who own a 10% or greater interest therein. The disclosure(s) shall be continued until the names and addresses of every non-corporate stockholder, individual partner, and/or member a 10% or greater interest has been identified.

Form with four sections for providing names and addresses of stockholders, partners, or members.

- 5. As an alternative to completing this form, a Vendor with any direct or indirect parent entity which is publicly traded, may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10% or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10% or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10% or greater beneficial interest.

Blank lines for providing alternative information for publicly traded entities.

* Attach additional sheets if necessary



SOURCE DISCLOSURE FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

The Vendor/Bidder submits this Form in response to a Bid Solicitation issued by the State of New Jersey, Department of the Treasury, Division of Purchase and Property, in accordance with the requirements of N.J.S.A. 52:34-13.2.

PART 1

All services will be performed by the Contractor and Subcontractors in the United States. Skip Part 2.

Services will be performed by the Contractor and/or Subcontractors outside of the United States. Complete Part 2.

PART 2

Where services will be performed outside of the United States, please list every country where services will be performed by the Contractor and all Subcontractors. If any of the services cannot be performed within the United States, the Contractor shall state, with specificity, the reasons why the services cannot be performed in the United States. The Director of the Division of Purchase and Property will review this justification and if deemed sufficient, the Director may seek the Treasurer's approval.

Name of Contractor / Sub-contractor	Performance Location by Country	Description of Service(s) to be Performed Outside of the United States *	Reason Why the Service(s) Cannot be Performed in the United States *

**Attach additional sheets if necessary to describe which service(s), if any, will be performed outside of the U.S. and the reason(s) why the service(s) cannot be performed in the U.S.*

Any changes to the information set forth in this Form during the term of any Contract awarded under the referenced Bid Solicitation or extension thereof shall be immediately reported by the Contractor to the Director of the Division of Purchase and Property. If during the term of the Contract, the Contractor shifts the location of services outside the United States, without a prior written determination by the Director, the Contractor shall be deemed in breach of Contract, and the Contract will be subject to termination for cause pursuant to the State of New Jersey Standard Terms and Conditions.

CERTIFICATION

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

Signature

Date

Print Name and Title

AFFIRMATIVE ACTION

QUESTIONNAIRE

THE _____ WILL SUPPLY THE NECESSARY FORMS WHICH SHALL BE RETURNED BEFORE A CONTRACT CAN BE AWARDED.

1. Our Company has a federal Affirmative Action Plan approval.

_____ YES _____ NO

A. IF YES, SUBMIT A PHOTOSTATIC COPY OF SAID PROPOSAL.

2. Our Company has a New Jersey State Certificate of Approval.

_____ YES _____ NO

A. IF YES, SUBMIT A COPY OF THE NEW JERSEY STATE CERTIFICATE (Certificate of Employee Information Report)

3. If you do not have either of the above, check below:

_____ Please send our Company an Affirmative Action form for our completion. (AA302 – Affirmative Action Employee Information Report.)

The Affirmative Action Affidavit for Suppliers having less than fifty employees is no longer acceptable, a New Jersey Certificate of Approval or AA302 is required.

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

SIGNATURE _____

NAME _____

TITLE _____

DATE _____

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. 17:27-1.1 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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.

EXHIBIT A (Cont)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

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

Signature

Print Name & Title

Company

Date

NON-COLLUSION AFFIDAVIT/WARRANTY OF NO SOLICITATION

State of New Jersey
County of _____

ss:

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

I am _____ of the firm of _____
(title or position) (name of firm)
the bidder making this Quotation for the bid entitled _____,
(title of bid)

and that I executed the said Quotation with full authority to do so that said bidder 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; and that all statements contained in said Quotation and in this affidavit are true and correct, and made with full knowledge that Kean University relies upon the truth of the statements contained in said Quotation and in the statements contained in this affidavit in awarding the contract for the said 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, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.
(name of firm)

Subscribed and sworn to

before me this day

Signature

_____, 2____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

CERTIFICATION BY THE VENDOR OF COMPLIANCE WITH
BUSINESS ETHICS GUIDE

I certify that as the vendor submitting this bid proposal and the vendor being awarded the contract that _____ (Name of Vendor) is in compliance with the Business Ethics Guide set forth on the Division of Purchase and Property website at <https://www.nj.gov/treasury/purchase/pdf/BusinessEthicsGuide.pdf> and that _____ (Name of Vendor) shall comply with the Business Ethics Guide during the term of the contract. I certify that, to the best of my knowledge and belief, the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Authorized Representative of Vendor

Name of Vendor

Dated: _____

**NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
BUSINESS ETHICS GUIDE**

SECTION 1: INTRODUCTION

As the standard of procurement transactions is to ensure a level playing field for all parties, this Business Ethics Guide ("Guide") covers a wide range of practices and procedures to guide all employees, officers, and directors of companies transacting or seeking to transact business with the State of New Jersey. All company employees, officers, and directors must obey the laws, regulations, and policies of the agencies with which they seek to do business. All Bidders submitting proposals in response to a solicitation will be required to certify that they have complied, and will continue to comply, with all applicable laws and regulations governing the provision of State goods and services, including the New Jersey Conflicts of Interest Law, N.J.S.A. 52:13D-12 to 28.

Although the applicable provisions of the Conflicts of Interest Law are drafted in detail, here are the basic guiding principles:

- You may not profit from a State employee's conflict of interest.
- You may not "wine and dine" State employees.
- You may not pay or give a State employee anything for the performance of his or her official duties.
- You may not make political contributions that contravene State Pay-to-Play laws. A condition of contract award is Vendor compliance with the requirements of P.L.2005, c.51 (N.J.S.A. 19:44A-20.13-20.25).
- You may not profit, directly or indirectly, from the use of any secret or confidential knowledge or data of the State that a State employee has willfully disclosed.
- You should report any illegal or unethical behavior or any violation of the State's ethics and business codes to the State Ethics Commission ("Commission"), by calling the hotline at (888)223-1355 established for this purpose.

This Guide reflects current Conflicts of Interest Law. It will be supplemented appropriately to reflect subsequent legislative changes; however, you are responsible for knowing and understanding the current law.

SECTION 2: DEFINITIONS

The Division of Purchase and Property ("Division") transitioned to NJSTART, the State's new eProcurement solution during the Summer of 2016. As a result of that transition, some of the terminology used in NJSTART and the Division's RFP documents may change. In Section 2, please note that items in {brackets} refer to original terminology.

Bidder: An individual or business entity submitting a proposal in response to a RFP or other solicitation issued by the Division.

Bid or Bid Solicitation {RFP or Solicitation} – In NJSTART, the series of documents, which establish the bidding and Blanket P.O. {Contract} requirements and solicits quotes {proposals} to meet the needs of the Using Agencies as identified herein, and includes the Request for Proposal, State of New Jersey Standard Terms and Conditions (SSTC), price schedule, attachments, and bid amendments {addenda}.

Consultant: A State contractor engaged by a State agency to provide expert advice of a professional and technical nature in a subject area.

Contractor: A Bidder awarded a contract resulting from a Request for Proposal (RFP) or other solicitation. May also be referred to as Vendor.

Director: Director, Division of Purchase and Property, Department of the Treasury, who by statutory authority, is the chief contracting officer for the State of New Jersey.

Division: The Division of Purchase and Property.

Evaluation Committee: A committee established to review and evaluate quotes {proposals} submitted in response to an RFP and to recommend a contract award to the Director or Deputy Director.

NJSTART: The State's new eProcurement solution, which allows Bidders to submit quotes {proposals} in response to a Bid Solicitation as well as securely store forms and certifications in its online profile.

Request for Proposal (RFP): The document which establishes the bidding and contract requirements and solicits proposals to meet the purchasing needs of the State using agencies.

Solicitation: The method by which the Division, or an entity with contracting authority, invites bidders to submit offers in response to a Using Agency's need for goods or services. These may include, but not be limited to, Requests for Proposal (RFP), Requests for Quotation (RFQ), and joining a cooperative procurement agreement.

State Agency: Any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission, or other instrumentality within or created by such department.

Subcontractor: An entity having an arrangement with a Vendor {Contractor}, whereby the Vendor {Contractor} uses the products and/or services of that entity to fulfill some of its obligations under its State Blanket P.O. {Contract}, while retaining full responsibility for the performance of all [the Vendor's {Contractor's}] obligations under the Blanket P.O. {Contract}, including payment to the Subcontractor. The Subcontractor has no legal relationship with the State, only with the Vendor {Contractor}.

SECTION 3: OVERVIEW AND GENERAL CONDUCT

This Guide is designed to help Vendors, Bidders, Contractors, Consultants, and other entities familiarize themselves with some key parts of the New Jersey ethics standards as they apply to both themselves and to employees of the Executive Branch of State Government. If you do business with the Executive Branch, are regulated or licensed by, receive grants from, or lobby State agencies, or if you are considering hiring current and former State employees, this Guide is for you.

This Guide is not meant to serve as formal advice or as a substitute for your own legal counsel. Rather, it provides general information and does not have the force and effect of law. It does not replace any laws or rules or regulations, and it does not address every ethical restriction contained in the laws, rules and regulations it summarizes. Further, it does not cover the requirements contained in any particular agency's ethics code. Ethical issues may also be addressed in procurement, personnel, and travel rules, as well as in open meetings, open records, and criminal laws. In addition, members of particular professions (e.g., lawyers and accountants) are subject to their own codes of professional responsibility.

In this Guide, we use the term "State employee" to refer to State officers and employees and special State officers and employees who are subject to the ethics laws and rules discussed in this Guide. As a practical matter, virtually all employees and appointees in the Executive Branch of New Jersey State Government are "State employees."

SECTION 4: GENERAL STANDARDS

As a private sector entity dealing with State agencies, you must not:

- induce or attempt to induce any State employee to violate the New Jersey Conflicts of Interest Law, N.J.S.A. 52:13D-12 to 28, or any code of ethics promulgated thereunder;
- influence, or attempt to influence or cause to be influenced, any State employee in his or her official capacity in any manner which might tend to impair his or her objectivity or independence of judgment;
- cause or influence, or attempt to cause or influence, any State employee to use, or to attempt to use, his or her official position to secure unwarranted privileges or advantages for you or any other person or entity; or
- undertake, directly or indirectly, any private business, commercial or entrepreneurial relationship with, or sell any interest in your business to:
 - a State employee who has any duties or responsibilities in connection with the purchase, acquisition, or sale

of any property, good or service by or to any State agency; or

- any person, firm, or entity with which that State employee is employed or associated, or in which he or she has an interest.

A State employee may apply to the Commission for a waiver of this particular restriction, and the Commission may grant the waiver if it finds that the business relationship does not present a potential, actual, or appearance of a conflict of interest. If you enter into a business relationship that contravenes this rule, you must promptly report it in writing to the Commission. Contact information for the Commission may be found at <http://www.state.nj.us/ethics/about/contact/>.

SECTION 5: CONSULTANTS

Consultants may be used in a variety of ways. Consultants may take on an advisory role and assist State agencies in the development of a scope of work that may form the basis of a Bid Solicitation/RFP. Consultants may also be asked to serve as non-voting technical advisors on an Evaluation Committee once an RFP has been completed and proposals have been received from interested Bidders. While Consultants provide valuable expertise, certain steps must be taken in each of these scenarios to avoid the appearance of impropriety and to protect the integrity of the procurement process.

SECTION 5.1: Consultants and RFP Development

Consultants can provide State agencies with expert assistance in the development of complex technical scopes of work to be used as the basis of an RFP or other solicitation. However, State agencies must be mindful that while consultants may assist in scope of work development, it is ultimately the responsibility of the State agency to develop and deliver the scope of work to the Division. Further, any materials developed by a Consultant during the course of its work remain the property of the State and cannot be distributed to any outside party. Consultants engaged by State agencies for purposes of assisting in RFP development may be required to execute a confidentiality agreement prior to the commencement of work. In addition, Consultants and any parent, subsidiary, or affiliate companies, cannot submit a response to an RFP that the Consultant was hired to help develop.

SECTION 5.2: Consultants and Evaluation Committees

Consultants may assist State agencies in the evaluation of proposals received in response to complex and technical RFPs. In order for a Consultant to be approved to participate in the evaluation process, both the firm as a whole and the individual intending to take part in the evaluation process must complete the *Consultant Personal and Business Relationships Disclosure Form*. These forms, along with the resume of the individual(s) intending to take part in the evaluation process, must be forwarded to the Division's Business Ethics Officer for review and approval. Once approved, Consultants can take part in the evaluation process as a non-voting technical advisor only. Further, any materials developed by a Consultant during the course of its work remain the property of the State and cannot be distributed to any outside party. Consultants engaged by State agencies for purposes of assisting in RFP development may be required to execute a confidentiality agreement prior to the commencement of work.

SECTION 6: GIFTS, FAVORS, SERVICES, AND OTHER THINGS OF VALUE

Do not pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, honorarium or other thing of value of any kind to:

- any State employee or any member of his or her immediate family (i.e., a spouse, child, parent, or sibling residing in the same household as the employee); or
- any partnership, firm, or corporation with which the State employee is employed or associated, or in which he or she has an interest. Some things of value are clear, such as money, stock, debt forgiveness, real estate, or automobiles; but other things of value may be less obvious, including offers of employment, loans, labor, rebates, price discounts, entertainment, or meals.

The effect of this principle is that you must not send holiday gifts, office-warming gifts, tokens of appreciation, or other things of value to State employees or State agencies. In addition, it is improper to invite State employees to meals, parties, sporting events, theatrical performances, and similar social functions.

A State employee can accept items of nominal value from you or contract with you under the same terms and conditions that you offer or make available to members of the general public, provided that the item or contract does not violate any other Commission guideline or a particular agency's ethics code. For example, State employees can take advantage of cell phone rate packages offered to "all public employees" and government rates offered by hotel chains. State employees can also accept nonalcoholic beverages and snack items (e.g., coffee, doughnuts, and cookies) at meetings or site visits, but they cannot accept meals.

If any State employee solicits you for a fee, commission, compensation, gift, gratuity, favor, or other thing of value, you are required to report the occurrence promptly, in writing, to the Attorney General at <https://www.njoag.gov/about/divisions-and-offices/division-of-criminal-justice-home/report-crime/> and to the Commission at ethics@ethics.nj.gov.

State employees may accept payment or reimbursement for travel expenses from a private sector entity under very limited circumstances. In each case, the employee must secure prior approval from his or her agency. The rules governing travel expenses, N.J.A.C. 19:61-6.1 et seq., are available at <http://www.state.nj.us/ethics/statutes/rules/>.

SECTION 7: OFFERS OF EMPLOYMENT

SECTION 7.1: Current State Employees

If you offer a job to a State employee, be aware that job negotiations create a financial interest for that employee. To that end, the employee will no longer be able to act in the State's interest concerning your company. Please also note that State employees must secure prior approval through their management and Ethics Officer for secondary employment. Depending on your relationship with the employee's agency, your employment offer may be disapproved, and the State employee could be screened from taking any official action with respect to your contracts, applications, or matters in the future.

SECTION 7.2: Former State Employees

After leaving State service, State employees are under a lifetime ban against the use or provision of information acquired during their State employment that is not generally available to the public. Further, former State employees are prohibited from representing or assisting a person concerning a particular matter if they were substantially and directly involved in that particular matter while in State employment. There is also a one-year ban prohibiting certain high ranking officials from involvement with any matter involving the former State agency in which he/she served.

SECTION 7.3: Casino-Related Restrictions

The Casino Control Act and the Conflicts of Interest Law place restrictions on the employment of current State employees, their immediate family members, and former State employees and their immediate family members, by holders of and applicants for casino licenses. However, there are statutory provisions that permit waivers of some of these restrictions by the Commission. In addition, there are restrictions on benefits that can be passed to State employees by holders of and applicants for casino licenses. Questions about these restrictions should be addressed to the Commission, at P.O. Box 082, Trenton, New Jersey, 08625-0082, or at ethics@ethics.nj.gov.

SECTION 8: PENALTIES

The Commission has the authority to impose penalties on private sector entities and individuals, and it can refer such cases to appropriate agencies when a violation is punishable by law. Violations of some of the above-described standards can result in the violator's criminal prosecution, and/or suspension, disqualification or debarment from doing business with any State agency.

Last Updated: Friday, January 12, 2024



KEAN

ACKNOWLEDGE RECEIPT OF ADDENDUM FORM

Bid Name: _____

Bid No.: _____

Bidder Name: _____

Address: _____

Bidder acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

[] No Addenda were received/issued.

Signature of Principal

Title



DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING THE VENDOR FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

PART 1

PLEASE LIST ALL OFFICERS/DIRECTORS OF THE VENDOR BELOW.

NAME
TITLE
ADDRESS
ADDRESS
CITY STATE ZIP

NAME
TITLE
ADDRESS
ADDRESS
CITY STATE ZIP

NAME
TITLE
ADDRESS
ADDRESS
CITY STATE ZIP

NAME
TITLE
ADDRESS
ADDRESS
CITY STATE ZIP

*Attach Additional Sheets If Necessary.

PART 2

PLEASE REFER TO THE PERSONS LISTED ABOVE AND/OR THE PERSONS AND/OR ENTITIES LISTED ON THE OWNERSHIP DISCLOSURE FORM WHEN ANSWERING THESE QUESTIONS.

- 1. Has any person or entity listed on this form or its attachments ever been arrested, charged, indicted, or convicted in a criminal or disorderly persons matter by the State of New Jersey (or political subdivision thereof), or by any other state or the U.S. Government?
2. Has any person or entity listed on this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide services, labor, materials or supplies?
3. Are there currently any pending criminal matters or debarment proceedings in which the firm and/or its officers and/or managers are involved?
4. Has any person or entity listed on this form or its attachments been denied any license, permit or similar authorization required to engage in the work applied for herein, or has any such license, permit or similar authorization been revoked by any agency of federal, state or local government?
5. Has any person or entity listed on this form or its attachments been involved as an adverse party to a public sector client in any civil litigation or administrative proceeding in the past five (5) years?

IF ANY OF THE ANSWERS TO QUESTIONS 1-5 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 3.
IF ALL OF THE ANSWERS TO QUESTIONS 1-5 ARE "NO", NO FURTHER ACTION IS NEEDED; PLEASE SIGN AND DATE THE FORM.

PART 3

DESCRIPTION OF THE INVESTIGATION OR LITIGATION, ETC.

If you answered "YES" to any of questions 1 - 5 above, you must provide a detailed description of any investigation or litigation, including, but not limited to, administrative complaints or other administrative proceedings involving public sector clients during the past five (5) years. The description must include the nature and status of the investigation, and for any litigation, the caption and a brief description of the action, the date of inception, current status, and if applicable, the disposition.

PERSON OR ENTITY NAME
CONTACT NAME PHONE NUMBER
CASE CAPTION
INCEPTION OF THE INVESTIGATION CURRENT STATUS
SUMMARY OF INVESTIGATION

*Attach Additional Sheets If Necessary.

CERTIFICATION

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

Signature

Date

Print Name and Title



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

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

CHECK THE APPROPRIATE BOX

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

OR

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

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities
Duration of Engagement
Anticipated Cessation Date

*Attach Additional Sheets If Necessary.

CERTIFICATION

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

Signature

Date

Print Name and Title



SUBCONTRACTOR UTILIZATION FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

List All Businesses To Be Used As Subcontractors. Attach Additional Sheets If Necessary.
If the Bid Solicitation has subcontracting set-aside goals, and the Vendor has not achieved the goals,
Vendor must attach information documenting its good faith effort to achieve the goals.

SUBCONTRACTOR'S NAME:	_____
ADDRESS:	_____ _____
PHONE NUMBER:	_____ FEIN: _____
EMAIL:	_____
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED:	_____
DESCRIPTION OF WORK TO BE SUBCONTRACTED:	_____ _____
IS THE SUBCONTRACTOR IS A SMALL BUSINESS?	
IF YES, SMALL BUSINESS CATEGORY:	
IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?	

SUBCONTRACTOR'S NAME:	_____
ADDRESS:	_____ _____
PHONE NUMBER:	_____ FEIN: _____
EMAIL:	_____
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED:	_____
DESCRIPTION OF WORK TO BE SUBCONTRACTED:	_____ _____
IS THE SUBCONTRACTOR IS A SMALL BUSINESS?	
IF YES, SMALL BUSINESS CATEGORY:	
IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?	

SUBCONTRACTOR'S NAME:	_____
ADDRESS:	_____ _____
PHONE NUMBER:	_____ FEIN: _____
EMAIL:	_____
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED:	_____
DESCRIPTION OF WORK TO BE SUBCONTRACTED:	_____ _____
IS THE SUBCONTRACTOR IS A SMALL BUSINESS?	
IF YES, SMALL BUSINESS CATEGORY:	
IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?	

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441-1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part 1 of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).
- B—The United States or any of its agencies or instrumentalities.
- C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.
- G—A real estate investment trust.
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.
- I—A common trust fund as defined in section 584(a).
- J—A bank as defined in section 581.
- K—A broker.
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1).
- M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

²Circle the minor's name and furnish the minor's SSN.

³You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.



MACBRIDE PRINCIPLES FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

The Vendor/Bidder has no business operations in Northern Ireland; or

OR

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

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

Signature

Date

Print Name and Title



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

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor"ⁱ) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

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

(Check the Appropriate Box)

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

OR

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

OR

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

(Attach Additional Sheets If Necessary.)

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

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

Attachment B: Evaluation Criteria Instructions for Use

Kean University FOOD SERVICE OPERATION Bid No. K24-2-14-1

PURPOSE: The purpose of this document is to evaluate as quantitatively as possible the capabilities of Contractors relative to the attributes deemed important by Kean University, and provide a comparative view against alternative sources in the industry.

MATHEMATICAL INFORMATION

1. The “weight” is a measurement of the relative importance of the attribute to the customer. Each component may vary, but the total must always be 100 percent.

2. The rating range is from 1 to 5, with 1 being the lowest and 5 the highest, i.e.,

- 1 – little or no capability or advantage
- 2 – falls short of minimum requirements
- 3 – meets the requirements
- 4 – exceeds requirements
- 5 – superior capability

3. The numerical total is the sum of all evaluators’ scores.

4. The weighted points are the numerical total divided by the number of evaluators times the weighted average in percent.

i.e., If the attribute is rated 20 percent, the number of evaluators is 3, and the scores are 4, 5, and 4, then the weighted points would be calculated as follows:

$$\text{weighted points} = .20 \frac{(4+5+4)}{3} = .87$$

NOTE: Since the highest rating that a Contractor can achieve by attribute is 5, and since the total weight is 100 percent, the highest total composite score per Contractor is 5.

Attachment B (cont.): Contractor Rating Sheet

**Kean University
FOOD SERVICE OPERATION
Bid No. K24-2-14-1**

This “Criteria for Contract Award” will be used in conjunction with specific requirements detailed in the proposal.

Contractor	Weighted	Rating Range				
		1	2	3	4	5
Criteria:	%					
Profile	2%					
Retail Dining Operations (Program, Menus, and Concept Descriptions)	10%					
Retail Dining Operations–Staffing (Appropriate Coverage, Customer Service, Professional Appearance)	5%					
Retail Dining Operations – Pricing and Portions	5%					
Residential Dining (Program, Menus, Concept Descriptions and Variety)	15%					
Residential Dining – Staffing (Appropriate Coverage, Customer Service, Professional Appearance)	10%					
Catering and Conferencing	7%					
Marketing and Merchandising	5%					
Product and Menu Development	5%					
Human Resources	3%					
Quality and Improvement Management	5%					
Technology	3%					
Transition or Reopening Plan	2%					
Sustainability	3%					
Sanitation and Safety	2%					
University Initiatives	3%					

Financial Proposal Cost Information and Financial Statements	15%					
Total Overall Percentage	100%					

Attachment C: Hours of Operation

**Kean University
FOOD SERVICE OPERATION
Bid No. K24-2-14-1**

Residential Dining Operations: Academic Year

Facility	Monday – Thursday	Friday	Saturday	Sunday
Keanu's Kitchen	Breakfast: 7:00 a.m. – 11: 00 a.m. Lunch: 11:00 a.m. – 4:00 p.m. Dinner: 4:00 p.m. – 9:00 p.m. Late Night: 9:00 p.m. – 12:00 a.m.	Breakfast: 7:00 a.m. – 11: 00 a.m. Lunch: 11:00 a.m. – 4:00 p.m. Dinner: 4:00 p.m. – 9:00 p.m. Late Night: 9:00 p.m. – 12:00 a.m.	Breakfast: 7:00 a.m. – 10: 00 a.m. Lunch: 10:00 a.m. – 4:00 p.m. Dinner: 4:00 p.m. – 9:00 p.m. Late Night: 9:00 p.m. – 12:00 a.m.	Breakfast: 7:00 a.m. – 10: 00 a.m. Lunch: 10:00 a.m. – 4:00 p.m. Dinner: 4:00 p.m. – 9:00 p.m. Late Night: 9:00 p.m. – 12:00 a.m.

Residential Dining Operations: Summer

Facility	Monday – Thursday	Friday	Saturday	Sunday
Keanu's Kitchen	Breakfast: 7:00 a.m. – 10: 30 a.m. Lunch: 11:00 a.m. – 3:30 p.m. Dinner: 4:00 p.m. – 8:30 p.m.	Breakfast: 7:00 a.m. – 10: 30 a.m. Lunch: 11:00 a.m. – 3:30 p.m. Dinner: 4:00 p.m. – 8:30 p.m.	Breakfast: 7:00 a.m. – 10: 30 a.m. Lunch: 11:00 a.m. – 3:30 p.m. Dinner: 4:00 p.m. – 8:30 p.m.	Breakfast: 7:00 a.m. – 10: 30 a.m. Lunch: 11:00 a.m. – 3:30 p.m. Dinner: 4:00 p.m. – 8:30 p.m.

Retail Dining Operations: Academic Year			
Facility	Monday – Wednesday	Thursday - Friday	Saturday - Sunday
Jersey Mikes	11:00 a.m. – 7:00 p.m.	11:00 a.m. – 4:00 p.m.	Closed
Noodle/Rice Concept	11:00 a.m. – 7:00 p.m.	11:00 a.m. – 4:00 p.m.	Closed
MSC Food Court Concept 1	11:00 a.m. – 7:00 p.m.	11:00 a.m. – 4:00 p.m.	Closed
MSC Food Court Concept 2	11:00 a.m. – 7:00 p.m.	7:00 a.m. – 4:00 p.m.	Closed
Starbucks	8:00 a.m. – 8:00 p.m.	Thursday: 8:00 a.m. – 8:00 p.m. Friday: Closed	10:00 a.m. – 6:00 p.m.
Cougar's Den	8:00 a.m. – 10:00 p.m.	8:00 a.m. – 10:00 p.m.	Closed
Smash Burgers	11:00 a.m. – 4:00 p.m.	11:00 a.m. – 4:00 p.m.	Closed
Auntie Anne's	11:00 a.m. – 4:00 p.m.	11:00 a.m. – 4:00 p.m.	Closed
C-Store	9:00 a.m. – 9:00 p.m.	9:00 a.m. – 9:00 p.m.	12:00 p.m. – 6:00 p.m.

Retail Dining Operations: Summer			
Facility	Monday – Wednesday	Thursday - Friday	Saturday - Sunday
Jersey Mikes	11:00 a.m. – 7:00 p.m.	11:00 a.m. – 4:00 p.m.	Closed
Noodle/Rice Concept	11:00 a.m. – 7:00 p.m.	11:00 a.m. – 4:00 p.m.	Closed
MSC Food Court Concept 1	11:00 a.m. – 7:00 p.m.	11:00 a.m. – 4:00 p.m.	Closed
MSC Food Court Concept 2	11:00 a.m. – 7:00 p.m.	7:00 a.m. – 4:00 p.m.	Closed
Starbucks	8:00 a.m. – 8:00 p.m.	Thursday: 8:00 a.m. – 8:00 p.m. Friday: Closed	10:00 a.m. – 6:00 p.m.

Cougar's Den	8:00 a.m. – 10:00 p.m.	8:00 a.m. – 10:00 p.m.	Closed
Smash Burgers	11:00 a.m. – 4:00 p.m.	11:00 a.m. – 4:00 p.m.	Closed
Auntie Anne's	11:00 a.m. – 4:00 p.m.	11:00 a.m. – 4:00 p.m.	Closed
C-Store	9:00 a.m. – 9:00 p.m.	9:00 a.m. – 9:00 p.m.	12:00 p.m. – 6:00 p.m.

Attachment D: Academic Board Day Calendar

Kean University
FOOD SERVICE OPERATION
Bid No. K24-2-14-1

To ensure accurate financial planning, refer to the Academic Board Day Calendar included in this Attachment. This calendar is essential for filling out the relevant financial sections within Attachment L: Financial Template Instructions and calculating a daily rate for meal plan holders.

2024												August												Monthly Board Days						4	
Sunday			Monday			Tuesday			Wednesday			Thursday			Friday			Saturday													
0%			0%			0%			0%			0%	No Service		0%	No Service		0%	No Service		3										
4			5			6			7			8			9			10													
0%	No Service		0%	No Service		0%	No Service		0%	No Service		0%	No Service		0%	No Service		0%	No Service												
11			12			13			14			15			16			17													
0%	No Service		0%	No Service		0%	No Service		0%	No Service		0%	No Service		0%	No Service		0%	No Service												
18			19			20			21			22			23			24													
0%	No Service		0%	No Service		0%	No Service		0%	No Service		0%	No Service		0%	No Service		0%	No Service												
25			26			27			28			29			30			31													
0%	No Service		0%	No Service		0%	No Service		100%	Full Day (7AM - Midnight)		100%	Full Day (7AM - Midnight)		100%	Full Day (7AM - Midnight)		100%	Full Day (7AM - Midnight)												

2024												September												Monthly Board Days						30	
Sunday			Monday			Tuesday			Wednesday			Thursday			Friday			Saturday													
100%	Full Day (7AM - Midnight)		100%	Full Day (7AM - Midnight)		100%	Full Day (7AM - Midnight)		100%	Full Day (7AM - Midnight)		100%	Full Day (7AM - Midnight)		100%	Full Day (7AM - Midnight)		100%	Full Day (7AM - Midnight)		7										
8			9			10			11			12			13			14													
100%	Full Day (7AM - Midnight)		100%	Full Day (7AM - Midnight)		100%	Full Day (7AM - Midnight)		100%	Full Day (7AM - Midnight)		100%	Full Day (7AM - Midnight)		100%	Full Day (7AM - Midnight)		100%	Full Day (7AM - Midnight)												
15			16			17			18			19			20			21													
100%	Full Day (7AM - Midnight)		100%	Full Day (7AM - Midnight)		100%	Full Day (7AM - Midnight)		100%	Full Day (7AM - Midnight)		100%	Full Day (7AM - Midnight)		100%	Full Day (7AM - Midnight)		100%	Full Day (7AM - Midnight)												
22			23			24			25			26			27			28													
100%	Full Day (7AM - Midnight)		100%	Full Day (7AM - Midnight)		100%	Full Day (7AM - Midnight)		100%	Full Day (7AM - Midnight)		100%	Full Day (7AM - Midnight)		100%	Full Day (7AM - Midnight)		100%	Full Day (7AM - Midnight)												
29			30																												
100%	Full Day (7AM - Midnight)		100%	Full Day (7AM - Midnight)		0%			0%			0%			0%			0%													

2024		October										Monthly Board Days		31
Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		
0%		0%		100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	
6		7		8		9		10		11		12		
100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	
13		14		15		16		17		18		19		
100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	
20		21		22		23		24		25		26		
100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	
27		28		29		30		31		0%		0%		
100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)					

2024		November										Monthly Board Days		27.32
Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		
0%		0%		0%		0%		0%		100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	
3		4		5		6		7		8		9		
100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	
10		11		12		13		14		15		16		
100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	
17		18		19		20		21		22		23		
100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	
24		25		26		27		28		29		30		
100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	33%	Third Day (10AM - 4PM)	33%	Third Day (10AM - 4PM)	33%	Third Day (10AM - 4PM)	33%	Third Day (10AM - 4PM)	

2024												December												Monthly Board Days		19.33
Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday														
1		2		3		4		5		6		7														
100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)											
8		9		10		11		12		13		14														
100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)											
15		16		17		18		19		20		21														
100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	33%	Third Day (10AM - 4PM)	0%	No Service											
22		23		24		25		26		27		28														
0%	No Service	0%	No Service	0%	No Service	0%	No Service	0%	No Service	0%	No Service	0%	No Service	0%	No Service											
29		30		31																						
0%	No Service	0%	No Service	0%	No Service																					

2025												January												Monthly Board Days		21
Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday														
						1		2		3		4														
						0%	No Service	0%	No Service	0%	No Service	0%	No Service	0%	No Service											
5		6		7		8		9		10		11														
0%	No Service	0%	No Service	0%	No Service	0%	No Service	0%	No Service	0%	No Service	100%	Full Day (7AM - Midnight)													
12		13		14		15		16		17		18														
100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)											
19		20		21		22		23		24		25														
100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)											
26		27		28		29		30		31																
100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)													

2025		February					Monthly Board Days		28	
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday				
									1	
0%								100%	Full Day (7AM - Midnight)	
2	3	4	5	6	7	8				
100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	
9	10	11	12	13	14	15				
100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	
16	17	18	19	20	21	22				
100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	
23	24	25	26	27	28					
100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	

2025		March					Monthly Board Days		27.65	
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday				
									1	
								100%	Full Day (7AM - Midnight)	
2	3	4	5	6	7	8				
100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	
9	10	11	12	13	14	15				
100%	Full Day (7AM - Midnight)	33%	Third Day (10AM - 4PM)	33%	Third Day (10AM - 4PM)	33%	Third Day (10AM - 4PM)	33%	Third Day (10AM - 4PM)	
16	17	18	19	20	21	22				
100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	
23	24	25	26	27	28	29				
100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)	
30	31									
100%	Full Day (7AM - Midnight)	100%	Full Day (7AM - Midnight)							

2025		April		Monthly Board Days		30	
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
		100% Full Day (7AM - Midnight)	100% Full Day (7AM - Midnight)	100% Full Day (7AM - Midnight)	100% Full Day (7AM - Midnight)	100% Full Day (7AM - Midnight)	
		100% Full Day (7AM - Midnight)	100% Full Day (7AM - Midnight)	100% Full Day (7AM - Midnight)	100% Full Day (7AM - Midnight)	100% Full Day (7AM - Midnight)	
		100% Full Day (7AM - Midnight)	100% Full Day (7AM - Midnight)	100% Full Day (7AM - Midnight)	100% Full Day (7AM - Midnight)	100% Full Day (7AM - Midnight)	
		100% Full Day (7AM - Midnight)	100% Full Day (7AM - Midnight)	100% Full Day (7AM - Midnight)	100% Full Day (7AM - Midnight)	100% Full Day (7AM - Midnight)	
		100% Full Day (7AM - Midnight)	100% Full Day (7AM - Midnight)	100% Full Day (7AM - Midnight)	100% Full Day (7AM - Midnight)	100% Full Day (7AM - Midnight)	

2025		May		Monthly Board Days		6.33	
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
				100% Full Day (7AM - Midnight)	100% Full Day (7AM - Midnight)	100% Full Day (7AM - Midnight)	
100% Full Day (7AM - Midnight)	100% Full Day (7AM - Midnight)	100% Full Day (7AM - Midnight)	33% Third Day (10AM - 4PM)	0% No Service	0% No Service	0% No Service	
0% No Service	0% No Service	0% No Service	0% No Service	0% No Service	0% No Service	0% No Service	
0% No Service	0% No Service	0% No Service	0% No Service	0% No Service	0% No Service	0% No Service	
0% No Service	0% No Service	0% No Service	0% No Service	0% No Service	0% No Service	0% No Service	

Total Academic Year Board Days 224.63

Fall Semester Board Days 111.65

Spring Semester Board Days 112.98

Attachment E: Summer Board Day Calendar

Kean University FOOD SERVICE OPERATION Bid No. K24-2-14-1

To ensure accurate financial planning, refer to the Summer Board Day Calendar included in this Attachment. This calendar is essential for filling out the relevant financial sections within Attachment L: Financial Template Instructions. Please note that a “Full Day – 100%” reflects the following hours in Keanu’s Kitchen:

- Breakfast: 7:00 a.m. – 10:30 a.m.
- Lunch: 11:00 a.m. – 3:30 p.m.
- Dinner: 4:00 p.m. – 8:30 p.m.

Please note that the Contractor and the University Contract Administrator will consistently meet prior to the start of the summer session and bi-weekly thereafter to ensure up-to-date planning and information regarding summer camps and conferences. Dates for these meetings shall be mutually agreed upon.

2025							May							Monthly Board Days							21						
Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday	
										1		2		3													
										0% No Service		0% No Service		0% No Service													
4		5		6		7		8		9		10		11		12		13		14		15		16		17	
0% No Service		0% No Service		0% No Service		0% No Service		0% No Service		0% No Service		0% No Service		0% No Service		0% No Service		0% No Service		0% No Service		0% No Service		0% No Service		0% No Service	
100% Full Day		100% Full Day		100% Full Day		100% Full Day		100% Full Day		100% Full Day		100% Full Day		100% Full Day		100% Full Day		100% Full Day		100% Full Day		100% Full Day		100% Full Day		100% Full Day	
18		19		20		21		22		23		24		25		26		27		28		29		30		31	
100% Full Day		100% Full Day		100% Full Day		100% Full Day		100% Full Day		100% Full Day		100% Full Day		100% Full Day		100% Full Day		100% Full Day		100% Full Day		100% Full Day		100% Full Day		100% Full Day	
100% Full Day		100% Full Day		100% Full Day		100% Full Day		100% Full Day		100% Full Day		100% Full Day		100% Full Day		100% Full Day		100% Full Day		100% Full Day		100% Full Day		100% Full Day		100% Full Day	

2025							June							Monthly Board Days							30						
Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday	
1		2		3		4		5		6		7		8		9		10		11		12		13		14	
100% Full Day		100% Full Day		100% Full Day		100% Full Day		100% Full Day		100% Full Day		100% Full Day		100% Full Day		100% Full Day		100% Full Day		100% Full Day		100% Full Day		100% Full Day		100% Full Day	
15		16		17		18		19		20		21		22		23		24		25		26		27		28	
100% Full Day		100% Full Day		100% Full Day		100% Full Day		100% Full Day		100% Full Day		100% Full Day		100% Full Day		100% Full Day		100% Full Day		100% Full Day		100% Full Day		100% Full Day		100% Full Day	
29		30																									
100% Full Day		100% Full Day																									

2025							July							Monthly Board Days		31
Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday				
				1		2		3		4		5				
				100%	Full Day	100%	Full Day	100%	Full Day	100%	Full Day	100%	Full Day	100%	Full Day	
6		7		8		9		10		11		12				
100%	Full Day	100%	Full Day	100%	Full Day	100%	Full Day	100%	Full Day	100%	Full Day	100%	Full Day	100%	Full Day	
13		14		15		16		17		18		19				
100%	Full Day	100%	Full Day	100%	Full Day	100%	Full Day	100%	Full Day	100%	Full Day	100%	Full Day	100%	Full Day	
20		21		22		23		24		25		26				
100%	Full Day	100%	Full Day	100%	Full Day	100%	Full Day	100%	Full Day	100%	Full Day	100%	Full Day	100%	Full Day	
27		28		29		30		31								
100%	Full Day	100%	Full Day	100%	Full Day	100%	Full Day	100%	Full Day							

2025							August							Monthly Board Days		31
Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday				
										1		2				
										100%	Full Day	100%	Full Day	100%	Full Day	
3		4		5		6		7		8		9				
100%	Full Day	100%	Full Day	100%	Full Day	100%	Full Day	100%	Full Day	100%	Full Day	100%	Full Day	100%	Full Day	
10		11		12		13		14		15		16				
100%	Full Day	100%	Full Day	100%	Full Day	100%	Full Day	100%	Full Day	100%	Full Day	100%	Full Day	100%	Full Day	
17		18		19		20		21		22		23				
100%	Full Day	100%	Full Day	100%	Full Day	100%	Full Day	100%	Full Day	100%	Full Day	100%	Full Day	100%	Full Day	
24		25		26		27		28		29		30				
100%	Full Day	100%	Full Day	100%	Full Day	100%	Full Day	100%	Full Day	100%	Full Day	100%	Full Day	100%	Full Day	
31																
100%	Full Day															

Summer Board Days	92
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Attachment F: Meal Plans

**Kean University
FOOD SERVICE OPERATION
Bid No. K24-2-14-1**

Student Meal Plans

Plan	Student Rate	Access	Flex Dollars	Cougar Dollars
Unlimited Meal Plan + \$400 Flex	\$2,930/semester	Unlimited Meals in Keanu's Kitchen	\$400 Flex	N/A
Unlimited Meal Plan + \$200 Flex	\$2,730/semester	Unlimited Meals in Keanu's Kitchen	\$200 Flex	N/A
Unlimited Meal Plan	\$2,530/semester	Unlimited Meals in Keanu's Kitchen	N/A	N/A
14 Meals per Week + \$200 Flex	\$2,480/semester	14 Meal Swipes/week	\$200 Flex	N/A
7 Meals per Week + \$400 Flex	\$1,810/semester	7 Meal Swipes/week	\$400 Flex	N/A
160 Block Plan + \$300 Cougar Dollars	\$2,290/semester	160 Meal Swipes/semester	N/A	\$300 Cougar Dollars
100 Block Plan + \$400 Cougar Dollars	\$1,820/semester	100 Meal Swipes/semester	N/A	\$400 Cougar Dollars
50 Block Plan + \$500 Cougar Dollars	\$1,210/semester	50 Swipes/semester	N/A	\$500 Cougar Dollars
Cougar Flex Max Plan (\$200 BONUS)	\$2,000/semester	N/A	\$1,000 Flex	\$1,200 Cougar Dollars
Cougar Flex Plan (\$100 BONUS)	\$1,500/semester	N/A	\$400 Flex	\$1,200 Cougar Dollars

Faculty and Staff Meal Plans

Plan	Price	Access	Flex Dollars
25 Block Plan	Not to exceed \$250	25 Meal Swips in Keanu's Kitchen	\$50 Flex
60 Block Plan	Not to exceed \$600	60 Meal Swips in Keanu's Kitchen	\$100 Flex

The price of the Faculty and Staff Meal Plans will be reviewed and revised on an as needed basis. These are not subject to a price increase annually, over the length of the contract.

Meal Equivalency

Block meal plans and meal plans on a meals per week basis allow students, faculty, and staff to use meal swipes at retail outlets as an equivalency. The Contractor should offer meal combinations that would be available to students as part of this program, which shall include but not be limited to:

- A choice of any available beverage(s)
- A choice of any available entrée(s)
- A choice of any available side(s)

This program shall be available at the following locations:

- Cougar's Den
- Jersey Mike's
- Noodle/Rice Concept
- MCS Food Court Concept 1
- MCS Food Court Concept 2
- Smash Burger
- Auntie Anne's
- Starbucks

Those that are enrolled in any of the Unlimited Meal Plans, are not eligible to use a meal equivalency.

Cougar Dollars

Cougar Dollars operate like cash and can only be obtained as part of a meal plan and spent at the on campus residential and retail dining venues. Cougar dollars are accessible from students' Kean ID card. Cougar dollars cannot roll over from semester to semester.

Flex Dollars

Flex dollars can be obtained by way of a meal plan, out-of-pocket purchase, award, financial aid transfer to the Kean ID card, and can be used at on-campus dining venues,

off-campus eateries at participating locations, vending machines, and for retail purchases such as the Barnes & Noble bookstore. The following off-campus eateries currently participate in the flex dollar program:

- Applebee's
- Bubbakoos Burritos
- Cold Stone Creamery
- H&S Soul Food
- Habit Burger Grill
- KB's BBQ Steakhouse
- Mark Twain Diner
- Mighty Quinn's BBQ & Pizza
- Rob's Deli
- Suspenders Restaurant & Pub
- Tropicana Dinner

Flex dollars associated with a meal plan cannot roll over from semester to semester. All other flex dollars do not expire.

Attachment G: Minimum Menu Requirements

Kean University FOOD SERVICE OPERATION Bid No. K24-2-14-1

The Contractor is encouraged to reference the menu categories listed in this section when constructing their program and menu response for residential dining operations.

Keanu's Kitchen

Description of Facilities and Concepts –This will be an Anytime Dining Unlimited access venue featuring self-service food stations with unrestricted take-out.

Designate and program for Keanu's Kitchen to be the primary foodservice location on campus.

Service Style - Anytime Dining service throughout the designated meal periods, breakfast, lunch, dinner, and late-night, seven days a week, during all operating hours.

The Contractor is also expected to infuse cook-to-order items into the menu wherever possible and as a minimum, where outlined below. The Contractor is expected to offer the following menu items at a minimum in the dining hall at each meal period.

Vegetarian and vegan entrees which are healthy, protein rich, and wellness oriented are offered at breakfast, lunch, and dinner.

The Contractor must offer their allergy-free and gluten-free platform at all meals including late-night.

The Contractor must offer premium change of pace meals (i.e. steak and shrimp) for the dinner period at least twice a month.

The Contractor is expected to offer a specialty pop-up meal once per week during the course of the semester e.g., BBQ Cook-Out, Street Food Italian, Mashed Potato Bar, etc.

All food platforms and branded items (i.e. Einstein Bros. Bagels) must display proper signage to effectively highlight the offerings, ingredients, and nutritional information to enhance the overall dining experience and atmosphere of the servery. Signage will show information pertaining to allergens and special dietary requirements.

Students, faculty, and staff may take out food from Keanu's Kitchen. Any students with a Kean University meal plan may have unrestricted take out during all hours of operation in Keanu's Kitchen.

Menu Profile

Keanu's Kitchen – The Contractor is expected to offer the following menu items at a minimum in Keanu's Kitchen. All food items listed in the menu profiles are to be offered continuously during the stated meal periods, on a daily basis.

Breakfast: Monday – Sunday, 7:00 a.m. – 11:00 a.m. (Staff & Self-Serve)

- Cage-free Eggs - Any Style with a Variety of Vegetables, Cheeses, and Meats
- Breakfast Style Potatoes (i.e., hash browns, hearty fried)
- Tater Tots
- Daily Rotation of Two (2) Breakfast Meats (i.e., Ham, Turkey Bacon, Turkey Sausage, etc.)
- Hot Carbs - Oatmeal, Cream of Wheat, Congee
- Rotation of Waffles, Pancakes, or French Toast, Whole Grain Breads
- Daily Low Fat, High Fiber, Minimal Added Salt, and Sugar, Freshly Prepared/made In House Options (minimum of four (4))
- Make Your Own Waffles (minimum of three (3) units with an alternating variety of fruits for toppings)
- Eggs/Sandwiches available on an Einstein Bagel, Biscuit or Muffin or Gluten-free Bread (with whole grain options):
- Omelet Bar with a Variety of Vegetables, Cheeses, and Meats
- Bacon Sausage (Pork, Turkey)
- Vegetarian and Vegan Options

Lunch: Monday – Sunday, 11:00 a.m. – 4:00 p.m.

Dinner: Monday – Sunday, 4:00 p.m. – 9:00 p.m.

Late Night: Monday – Sunday, 9:00 p.m. – 12:00 a.m.

Soups (Self-Serve)

- Two (2) Homemade Soups Daily (One (1) Must be Vegetarian)
- Variety of Cream and Broth Based Soups must be Rotated Between Lunch and Dinner

Grill Menu (Cooked-to-Order) (Staff-Served)

- Cooked-to-Order 1/3lb, 1/2lb, or 2/3lb All Beef Burgers “Totally Customizable” (i.e. fried egg, onion rings, sliced avocado, bacon & cheese, sautéed onions & mushrooms, pickles, sesame seed bun, gluten free bun)
- Grilled Cheese
- Vegetarian Burgers Daily
- Beyond/Impossible Burger on Gluten Free Bun
- Chicken Breast (Grilled & Fried)
- Chicken Tenders

- Chicken Nuggets Daily (Variety of Two (2) Daily, ex. Regular and Spicy)
- Plant-Based Protein (i.e.: Beyond Burgers, Chicken, etc.)
- Board Walk Fries
- Onion Rings

Salad Bar (Self-Serve)

- Two (2) Garden Greens Bowl - Iceberg Lettuce shall Not be the Dominant Lettuce Variety.
- One (1) Specialty Green Salad from Caesar, Greek, Spinach, California Greens
- Six (6) or More Marinated Vegetable or Fruit Salads
- Hummus
- One (1) or More Starch Salads from Varieties of Potato, Rice, Pasta
- Cheddar, Swiss, Mozzarella, Cottage Cheese, Feta, Bleu Cheese
- Cubed Ham and Chicken
- Cottage Cheese
- Two or more yogurts
- Fresh Strawberries, blueberries, cantaloupe, honey dew, sliced oranges
- Two (2) or More Protein Toppings from Chickpeas, Lentils, Beans, Cage-free Egg
- Daily Vegetable Toppings – Carrots, Tomatoes, Celery, Cucumber, Broccoli, Mushrooms. Red/Green Peppers, Red/Green Onion, Radishes, Red Cabbage
- Rotation of Two (2) or More Vegetable Toppings, e.g.: Pickled Beets, Dill Pickles, Sweet Pickled Onions, Olives,
- Other Toppings Including Croutons, Bacon Bits, Parmesan Cheese, Pepper Mill, Sunflower Seeds, Raisins, Craisins
- Vegan Alternative Cheese
- Plant-Based Proteins
- Daily Rotation from: Pretzels, Nacho Chips, Chow Mein Noodles, Granola
- Dressings: Ranch (Light), Caesar (Light), Italian (Light), French (Light), Balsamic, Creamy Italian, Catalina French, Sun Dried Tomato Pesto, Creamy Garlic, Greek, Honey Dijon, Mandarin Orange and Kiwi, Grapefruit Ginger Splash, Oriental, Blue Cheese, etc.

Allergen-free Station (rotating on cycle menu) (Staff-Served)

- Daily Low-Carb Options minimum of two (2). If oil is used in cooking/preparation, coconut oil, olive oil, macadamia oil, avocado oil or butter must be used.
- Wellness Focused Options
- Gluten-free Options
- Nut-free Options
- Rotating Plant-Based Vegan Options
- One (1) Hot Vegetarian Entree Daily
- One (1) Hot Vegan Entree Daily
- Vegan Alternative Cheese
- Plant-based Meats (Burgers, Chicken Wings, etc.)
- Vegetarian Salads

- Vegetarian Pastas
- One Vegan Protein Option Daily
- Baked Potatoes and Sweet Potatoes
- Tofu
- Hummus
- Halal and Kosher Options

Global Kitchen – Daily Rotation of Authentic Cultural Offerings (to include, but not limited to Latino, Caribbean, Dominican, European, Chinese, Thai, Greek, Japanese, Vietnamese, Indian, etc.) (Self & Staff-Served)

- Variety of Chicken Options (Jerk, Curry, Orange, Mushroom, Kung Pao, Sweet & Sour, Thai Cashew, etc.)
- Cuban Pork
- Fish Tacos
- Fried Plantains
- Variety of Beef Options (Broccoli & Beef, Mongolian Beef)
- Tofu Options
- Fried Rice
- Jollof Rice
- Iyan (Pounded Yam)
- Àmàlà (Yam Flour/Cassava Flour/Plantain Flour)
- Ogbono Soup (African Mango Seed Soup)
- Puff-Puff (Fried Sweet Dough Ball)
- Àkàrà (Fried Bean Cake)
- Pepper Soup
- Suya (Spicy Grilled Kebab)
- Asaro (Yam Porridge)
- Egusi (Melon Seed Soup)
- Èḗbà (Cassava Meal)
- Chin Chin (Fried Snack)
- Boli (Roasted Plantain)
- Beans and Dodo (Fried Plantain)
- Obe Ila Alasepo (Mixed Okra Soup)
- Moin Moin/Okpo Oka (Bean/Corn Pudding)
- Chow Mein
- Cream Cheese Rangoon
- Chicken Pot stickers
- Kabobs
- Gyros
- Crepes

Hot Entrees (Rotating & Consistent Selection) (Self-Serve)

- Rotating:
 - Includes: Two (2) Entrees, one (1) traditional entrée, two (2) Vegetables (one (1) must be Fresh and Not Canned or Frozen), two (2) Starches

- Rotating:
 - Includes: One(1) high-performance selection (e.g., Grilled Salmon, Herb-Roasted Chicken, Baked Cod, etc.)
- Consistent:
 - One (1) fresh seafood selection (e.g., Crawfish, Shrimp, Salmon, Mussels, Cod, etc.)

Sushi (Self-Serve)

- Alaska Roll
- Avocado Roll
- Spicy California Roll
- Vegetable California Roll
- California Roll
- Dynamite Roll
- Green Dragon Roll
- Rainbow Roll
- Salmon Roll

Pizza/Mac & Cheese/Chicken Wings (Self-Serve)

- Cheese Pizza, Daily
- Pepperoni Pizza, Daily
- Gluten Free Pasta, Daily
- Vegetable Pizza - One (1) Daily, Rotating
- Breakfast & Dessert Pizza, Daily
- Gluten Free Pizza, Cooked to Order
- Mac N' Cheese, Daily
- Mac N' Cheese (Gluten & Dairy Free)
- Chicken Wings (Buffalo, Teriyaki, BBQ, etc.), Daily
- Mozzarella Sticks, Daily

Deli/Hot Subs Menu (Self & Staff-Serve)

- Whole Grain Breads, House-Baked Rolls, and Variety Healthy Focused Breads
- Sliced Meats: Turkey, Ham, Roast Beef, Chicken, Salami, Bologna, etc.
- Cheese Slices: Mozzarella, Cheddar, Swiss
- Tuna, Chicken, and Egg Salad, and Other Salad Mixes on Rotation
- Vegetable Toppings: Tomato, Lettuce, Sprouts, Cucumber, Pickles, Red Onions, Olives, Sliced Green Peppers, Hot Peppers
- Condiments: Mayonnaise, Mustards, Horseradish, Hot Sauce, etc.
- Hot Sub Sandwiches:
 - Philly Cheese Steak
 - Chicken Parmesan
 - Meatball
 - Buffalo Chicken
 - Veggie Melt

- Hot Wrap
 - Chicken Chipotle
 - Philly Cheese Steak
 - Chicken Cordon Bleu

Custom-Mex Build-Your-Own Bowl/Burrito/Taco Concept (Self-Serve)

- Brown Rice
- White Rice
- Romaine Lettuce
- Four (4) Meats (Steak, Chicken, Pork, Carnitas, etc.)
- Vegan or Plant-Based Protein (similar to Sofritas/Beyond Burger Crumbles)
- White Cheddar Cheese
- Guacamole
- Four (4) Varieties of Salsa (Hot, Mild, Chunky, Corn, etc.)
- Two (2) Varieties of Beans (Black, Pinto, etc.)
- Fajita Mix (Grilled Onions and Peppers)
- Queso
- Sour Cream
- Lime Salted Chips Made from Scratch Served in Branded Brown Paper Bag

Pasta Bar (Self-Serve)

- Four (4) varieties of noodles (one (1) whole grain option, one (1) gluten-free option), Daily
- Three (3) sauce variations (i.e., one (1) red sauce, one (1) white sauce, one (1) plant-based)
- Breadsticks
- Three (3) grated cheeses
- Four (4) vegetable options (i.e., spinach, onions, mushrooms, etc.)
- Four (4) meat options (i.e., meatballs, chicken, shrimp, etc.)
- Two (2) plant-based protein options

Authentic Chinese (Self & Staff Serve)

- Egg/Spring Rolls (one (1) vegan and one (1) protein)
- Three (3) variations of rotating proteins, one (1) being plantbased (i.e. General Tso's Chicken, Mongolian Beef, Szechuan Tofu, Mapo Tofu, etc.)
- Two (2) variations of noodles (i.e. Lo Mein, Chow Mein, etc.)
- Steamed White Rice
- Two (2) variations of Fried Rice (one (1) vegan and one (1) protein)
- Dim Sum
- Dumplings
- Pot Stickers

Desserts (rotating daily) (include labeled Allergen-free options alongside the regular offering) (Self-Serve)

- Cakes, Brownies, Bars, Squares (three (3) varieties)
- Cookies (two (2) varieties)
- Frozen Yogurt Option
- Pudding (one (1) type)
- Crisps (one (1) variety)
- Jell-O
- Two (2) Feature Daily Desserts (Lunch and Dinner per Menu)
- Self-serve Scoop Hard Ice-Cream with toppings bar and cones
- Two (2) Feature Daily Desserts (Lunch and Dinner per Menu)

Beverages (Self-Serve)

- Milk – Whole, 2% Low Fat, Skim, Chocolate, Lactose Free Option (Soy, Almond, Coconut, etc.)
- Juices (at Minimum Orange, Apple, Cranberry)
- Iced Tea, Lemonade Juice
- Fountain Soda (Variety of Eight (8) per Machine, Minimum of two (2) Machines) - the University has an exclusive contract with Coca-Cola.
- Tea, Herbal Teas, Hot Chocolate
- Hot and Iced Coffees
- Aqua Fresca Waters (i.e., Cucumber, Mint, Strawberry, etc.)
-

Weekend Brunch (in addition to normal Lunch and Dinner menus) (Self & Staff-Served)

Saturday – Sunday, 10:00 a.m. – 4:00 p.m.

- Maple Cheddar Biscuit
- Corn Muffin
- Double Chocolate Muffin
- Mixed Berry Tartine
- Avocado Toast
- Smoked Salmon Toast
- Breakfast Scramble
- Shakshuka
- Feta Cheese Omelet
- Steak and Eggs
- Market Salad
- Warm Grain Bowl
- Sandwiches
 - Egg and Cheese Sandwich
 - Hot Chicken Sandwich
- Fries
- Breakfast Potatoes
- Breakfast Sausage
- Shredded Hashbrowns

- Chicken Sausage
- Bacon
- Plant-Based Breakfast Protein
- Cinnamon Rolls
- Dutch Babies

D-I-Y U-Cook Station 7:00 a.m. – 12:00 a.m. (Self-Serve)

This will be a “Do-It-Yourself” self-serve kitchen within the servery in which students can prepare their own meals and offer a variety of hot and cold food items. This station will be fully stocked with ingredients and seasonings, similar to what would be available in the kitchen of the students’ own homes. As a minimum, this area should feature the following menu items:

- Breads and Condiments
- Bulk Cereal Bar
- Panini Press
- Belgian Waffles with Toppings Bar
- Induction Cookers four (4)
 - Stir Fry with a selection of noodles, chopped vegetables, proteins and toppings
 - Offer special ingredients for a recipe of the day
 - Variety of authentic Latin, Caribbean, and Asian spices
- Rice Cooker – White Rice
- Hot Black beans
- M-Y-O Blended Smoothies from Scratch:
 - Daily seasoned whole fruit (minimum of three (3): i.e., Pomegranate, Apples, Oranges, Bananas, Pears, Grapes, Watermelon, Pineapple)
 - Daily Seasonal Cut Fruit (Minimum of three (3) daily): Grapefruit, Cantaloupe, Pineapple, Watermelon, Citrus Sections
 - Stone Fruit (cherries, Peaches, Plums, Mango)
 - Yogurt (two (2) Varieties, Non-fat and Regular)
 - Avocados
 - Chia Seeds
 - Protein Powders
- B-Y-O Milkshakes:
 - Scoop Ice Cream (minimum six (6) flavors)
- Einstein Bros. Bagels (four [4] varieties) – One (1) Whole Grain – One (1) Gluten Free
- English Muffins – One (1) Whole Grain – One (1) Gluten Free
- Cereal (Minimum Twelve (12) Varieties) at least four (4) high fiber, low fat, low sugar options
- In-house Baked Muffins with Whole Grain, High Fiber, Low Fat Options, One (1) Gluten Free
- Biscuits, Sweet Rolls

- Cream Cheese (two (2) Varieties): Plain and Flavored (e.g., Salmon, Strawberry, etc.)
- Powdered Sugar
- Whipped Butter & Margarine - Soft, non-hydrogenated
- Jelly and Preserves (two (2) varieties each)
- Peanut Butter, Smooth & Chunky
- Cheese Spread
- Nutella (only the name brand)
- Honey

Menu Profile For Summer Dining

Keanu's Kitchen – The Contractor is expected to offer the following menu items at a minimum in Keanu's Kitchen. All food items listed in the menu profiles are to be offered continuously during the stated meal periods.

Breakfast: Monday – Sunday, 7:00 a.m. – 10:30 a.m. (Staff & Self-Serve)

- Cage-free Eggs - Any Style with a Variety of Vegetables, Cheeses, and Meats
- Breakfast Style Potatoes (i.e., hash browns, hearty fried)
- Tater Tots
- Daily Rotation of Two (2) Breakfast Meats (i.e., Ham, Turkey Bacon, Turkey Sausage, etc.)
- Hot Carbs - Oatmeal, Cream of Wheat, Congee
- Rotation of Waffles, Pancakes, or French Toast, Whole Grain Breads
- Daily Low Fat, High Fiber, Minimal Added Salt, and Sugar, Freshly Prepared/made In House Options (minimum of four (4))
- Make Your Own Waffles (minimum of three (3) units with an alternating variety of fruits for toppings)
- Eggs/Sandwiches available on a Bagel, Biscuit or Muffin or Gluten-free Bread (with whole grain options):
- Omelet Bar with a Variety of Vegetables, Cheeses, and Meats
- Bacon Sausage (Pork, Turkey)
- Vegetarian and Vegan Options

Lunch & Dinner, 11:00 a.m. – 3:30 p.m., 4:00 p.m. – 8:30 p.m.

Grill Menu (Cooked-to-Order) (Self-Serve)

- Cooked-to-Order 1/3lb, 1/2lb, or 2/3lb All Beef Burgers “Totally Customizable” (i.e. fried egg, onion rings, sliced avocado, bacon & cheese, sautéed onions & mushrooms, pickles, sesame seed bun, gluten free bun)
- Grilled Cheese
- Vegetarian Burgers Daily
- Beyond/Impossible Burger on Gluten Free Bun
- Chicken Breast (Grilled & Fried)
- Chicken Tenders

- Chicken Nuggets Daily (Variety of Two (2) Daily, ex. Regular and Spicy)
- Plant-Based Protein (i.e.: Beyond Burgers, Chicken, etc.)
- Board Walk Fries
- Onion Rings

Salad Bar (Self-Serve)

- Two (2) Garden Greens Bowl - Iceberg Lettuce shall Not be the Dominant Lettuce Variety.
- One (1) Specialty Green Salad from Caesar, Greek, Spinach, California Greens
- Six (6) or More Marinated Vegetable or Fruit Salads
- Hummus
- One (1) or More Starch Salads from Varieties of Potato, Rice, Pasta
- Cheddar, Swiss, Mozzarella, Cottage Cheese, Feta, Bleu Cheese
- Cubed Ham and Chicken
- Cottage Cheese
- Two or more yogurts
- Fresh Strawberries, blueberries, cantaloupe, honey dew, sliced oranges
- Two (2) or More Protein Toppings from Chickpeas, Lentils, Beans, Cage-free Egg
- Daily Vegetable Toppings – Carrots, Tomatoes, Celery, Cucumber, Broccoli, Mushrooms. Red/Green Peppers, Red/Green Onion, Radishes, Red Cabbage
- Rotation of Two (2) or More Vegetable Toppings, e.g.: Pickled Beets, Dill Pickles, Sweet Pickled Onions, Olives,
- Other Toppings Including Croutons, Bacon Bits, Parmesan Cheese, Pepper Mill, Sunflower Seeds, Raisins, Craisins
- Vegan Alternative Cheese
- Plant-Based Proteins
- Daily Rotation from: Pretzels, Nacho Chips, Chow Mein Noodles, Granola
- Dressings: Ranch (Light), Caesar (Light), Italian (Light), French (Light), Balsamic, Creamy Italian, Catalina French, Sun Dried Tomato Pesto, Creamy Garlic, Greek, Honey Dijon, Mandarin Orange and Kiwi, Grapefruit Ginger Splash, Oriental, Blue Cheese, etc.

Allergen-free Station (rotating on cycle menu) (Staff-Served)

- Daily Low-Carb Options minimum of two (2). If oil is used in cooking/preparation, coconut oil, olive oil, macadamia oil, avocado oil or butter must be used.
- Wellness Focused Options
- Gluten-free Options
- Nut-free Options
- Rotating Plant-Based Vegan Options
- One (1) Hot Vegetarian Entree Daily
- One (1) Hot Vegan Entree Daily
- Vegan Alternative Cheese
- Plant-based Meats (Burgers, Chicken Wings, etc.)
- Vegetarian Salads

- Vegetarian Pastas
- One Vegan Protein Option Daily
- Baked Potatoes and Sweet Potatoes
- Tofu
- Hummus
- Halal and Kosher Options

Pizza/Mac & Cheese/Chicken Wings (Self-Serve)

- Cheese Pizza, Daily
- Pepperoni Pizza, Daily
- Gluten Free Pasta, Daily
- Vegetable Pizza - One (1) Daily, Rotating
- Breakfast & Dessert Pizza, Daily
- Gluten Free Pizza, Cooked to Order
- Mac N' Cheese, Daily
- Mac N' Cheese (Gluten & Dairy Free)
- Chicken Wings (Buffalo, Teriyaki, BBQ, etc.), Daily
- Mozzarella Sticks, Daily

Deli/Hot Subs Menu (Self & Staff-Serve)

- Whole Grain Breads, House-Baked Rolls, and Variety Healthy Focused Breads
- Sliced Meats: Turkey, Ham, Roast Beef, Chicken, Salami, Bologna, etc.
- Cheese Slices: Mozzarella, Cheddar, Swiss
- Tuna, Chicken, and Egg Salad, and Other Salad Mixes on Rotation
- Vegetable Toppings: Tomato, Lettuce, Sprouts, Cucumber, Pickles, Red Onions, Olives, Sliced Green Peppers, Hot Peppers
- Condiments: Mayonnaise, Mustards, Horseradish, Hot Sauce, etc.
- Hot Sub Sandwiches:
 - Philly Cheese Steak
 - Chicken Parmesan
 - Meatball
 - Buffalo Chicken
 - Veggie Melt
- Hot Wrap
 - Chicken Chipotle
 - Philly Cheese Steak
 - Chicken Cordon Bleu

Custom-Mex Build-Your-Own Bowl/Burrito/Taco Concept (Self-Serve)

- Brown Rice
- White Rice
- Romaine Lettuce
- Four (4) Meats (Steak, Chicken, Pork, Carnitas, etc.)

- Vegan or Plant-Based Protein (similar to Sofritas/Beyond Burger Crumbles)
- White Cheddar Cheese
- Guacamole
- Four (4) Varieties of Salsa (Hot, Mild, Chunky, Corn, etc.)
- Two (2) Varieties of Beans (Black, Pinto, etc.)
- Fajita Mix (Grilled Onions and Peppers)
- Queso
- Sour Cream
- Lime Salted Chips Made from Scratch Served in Branded Brown Paper Bag

Pasta Bar (Self-Serve)

- Four (4) varieties of noodles (one (1) whole grain option, one (1) gluten-free option), Daily
- Three (3) sauce variations (i.e., one (1) red sauce, one (1) white sauce, one (1) plant-based)
- Breadsticks
- Three (3) grated cheeses
- Four (4) vegetable options (i.e., spinach, onions, mushrooms, etc.)
- Four (4) meat options (i.e., meatballs, chicken, shrimp, etc.)
- Two (2) plant-based protein options

Desserts (rotating daily) (include labeled Allergen-free options alongside the regular offering) (Self-Serve)

- Cakes, Brownies, Bars, Squares (three (3) varieties)
- Cookies (two (2) varieties)
- Frozen Yogurt Option
- Pudding (one (1) type)
- Crisps (one (1) variety)
- Jell-O
- Two (2) Feature Daily Desserts (Lunch and Dinner per Menu)
- Self-serve Scoop Hard Ice-Cream with toppings bar and cones
- Two (2) Feature Daily Desserts (Lunch and Dinner per Menu)

Beverages (Self-Serve)

- Milk – Whole, 2% Low Fat, Skim, Chocolate, Lactose Free Option (Soy, Almond, Coconut, etc.)
- Juices (at Minimum Orange, Apple, Cranberry)
- Iced Tea, Lemonade Juice
- Fountain Soda (Variety of Eight (8) per Machine, Minimum of two (2) Machines) - the University has an exclusive contract with Coca-Cola.
- Tea, Herbal Teas, Hot Chocolate
- Hot and Iced Coffees
- Aqua Fresca Waters (i.e., Cucumber, Mint, Strawberry, etc.)

D-I-Y U-Cook Station (Self-Serve)

This will be a “Do-It-Yourself” self-serve kitchen within the servery in which students can prepare their own meals and offer a variety of hot and cold food items. This station will be fully stocked with ingredients and seasonings, similar to what would be available in the kitchen of the students’ own homes. As a minimum, this area should feature the following menu items:

- Breads and Condiments
- Bulk Cereal Bar
- Panini Press
- Belgian Waffles with Toppings Bar
- Induction Cookers four (4)
 - Stir Fry with a selection of noodles, chopped vegetables, proteins and toppings
 - Offer special ingredients for a recipe of the day
 - Variety of authentic Latin, Carribean, and Asian spices
- Rice Cooker – White Rice
- Hot Black beans
- M-Y-O Blended Smoothies from Scratch:
 - Daily seasoned whole fruit (minimum of three (3): i.e., Pomegranate, Apples, Oranges, Bananas, Pears, Grapes, Watermelon, Pineapple)
 - Daily Seasonal Cut Fruit (Minimum of three (3) daily): Grapefruit, Cantaloupe, Pineapple, Watermelon, Citrus Sections
 - Stone Fruit (cherries, Peaches, Plums, Mango)
 - Yogurt (two (2) Varieties, Non-fat and Regular)
 - Avocados
 - Chia Seeds
 - Protein Powders
- B-Y-O Milkshakes:
 - Scoop Ice Cream (minimum six (6) flavors)
- Einstein Bros. Bagels (four [4] varieties) – One (1) Whole Grain – One (1) Gluten Free
- English Muffins – One (1) Whole Grain – One (1) Gluten Free
- Cereal (Minimum Twelve (12) Varieties) at least four (4) high fiber, low fat, low sugar options
- In-house Baked Muffins with Whole Grain, High Fiber, Low Fat Options, One (1) Gluten Free
- Biscuits, Sweet Rolls
- Cream Cheese (two (2) Varieties): Plain and Flavored (e.g., Salmon, Strawberry, etc.)
- Powdered Sugar
- Whipped Butter & Margarine - Soft, non-hydrogenated
- Jelly and Preserves (two (2) varieties each)
- Peanut Butter, Smooth & Chunky
- Nutella (only the name brand)
- Honey

Attachment H: Proposed Minimum Retail Menu Requirements

Kean University FOOD SERVICE OPERATION Bid No. K24-2-14-1

The Contractor is encouraged to use the contents herein as a reference when constructing their program and menu response for retail dining operations.

Cougar's Den:

Breakfast: Monday – Friday, 8:00 a.m. – 11:00 a.m.

- Cage-free Eggs - Any Style with a Variety of Vegetables, Cheeses, and Meats
- Breakfast Style Potatoes (i.e., hash browns, hearty fried)
- Tater Tots
- Breakfast Meats (i.e., Bacon, Sausage, Ham, Turkey Bacon, Turkey Sausage, etc.)
- Eggs/Sandwiches available on a Bagel, Biscuit, Croissant or Muffin or Gluten-free Bread (with whole grain options)

Lunch: Monday – Friday, 11:00 a.m. – 4:00 p.m.

Dinner: Monday – Friday, 4:00 p.m. – 10:00 p.m.

Grill Menu (Cooked-to-Order)

- Cooked-to-Order 1/3lb, 1/2lb, or 2/3lb All Beef Smashburgers “Totally Customizable” (i.e. fried egg, onion rings, sliced avocado, bacon & cheese, sautéed onions & mushrooms, pickles, sesame seed bun, gluten free bun)
- Grilled Cheese
- Vegetarian Burgers Daily
- Beyond/Impossible Burger on Gluten Free Bun
- Chicken Breast Sandwiches (Grilled & Fried)
- Chicken Tenders
- Plant-Based Protein (i.e.: Beyond Burgers, Chicken, etc.)
- Fries (Regular and Sweet Potato)
- Onion Rings
- Tater Tots
- Mac N' Cheese, Daily
- Mac N' Cheese (Gluten & Dairy Free)
- Traditional and Boneless Chicken Wings (Buffalo, Teriyaki, BBQ, etc.), Daily
- Mozzarella Sticks, Daily
- Hot Sub Sandwiches:
 - Philly Cheese Steak
 - Chicken Parmesan
 - Meatball
 - Buffalo Chicken

- Veggie Melt
- Hot Wrap
 - Chicken Chipotle
 - Philly Cheese Steak
 - Chicken Cordon Bleu

Salads (Made-to-Order and Customizable)

- Two (2) Garden Greens Bowl - Iceberg Lettuce shall Not be the Dominant Lettuce Variety.
- One (1) Specialty Green Salad from Caesar, Greek, Spinach, California Greens
- Cheddar, Swiss, Mozzarella, Cottage Cheese, Feta, Bleu Cheese
- Fresh Strawberries, blueberries, cantaloupe, honey dew, sliced oranges
- Two (2) or More Protein Toppings from Chickpeas, Lentils, Beans, Cage-free Egg
- Daily Vegetable Toppings – Carrots, Tomatoes, Celery, Cucumber, Broccoli, Mushrooms. Red/Green Peppers, Red/Green Onion, Radishes, Red Cabbage
- Rotation of Two (2) or More Vegetable Toppings, e.g.: Pickled Beets, Dill Pickles, Sweet Pickled Onions, Olives
- Other Toppings Including Croutons, Bacon Bits, Parmesan Cheese, Pepper Mill, Sunflower Seeds, Raisins, Craisins
- Vegan Alternative Cheese
- Plant-Based Proteins
- Dressings: Ranch (Light), Caesar (Light), Italian (Light), French (Light), Balsamic, Creamy Italian, Catalina French, Sun Dried Tomato Pesto, Creamy Garlic, Greek, Honey Dijon, Mandarin Orange and Kiwi, Grapefruit Ginger Splash, Oriental, Blue Cheese, etc.

Soups

- Two (2) Homemade Soups Daily (One (1) Must be Vegetarian)
- Variety of Cream and Broth Based Soups

Beverages

- Iced Tea, Lemonade Juice
- Fountain Soda (Variety of Eight (8) per Machine, Minimum of two (2) Machines) - the University has an exclusive contract with Coca-Cola
- Coffees
 - Milk Shakes (Vanilla, Chocolate, Mint Chocolate Chip, etc.)

Rice/Noodle Concept:

Build-Your-Own Bowl

Create a unique bowl with your choice of base, protein, vegetables, and sauce.

- Bases:
 - White Rice, Brown Rice, Quinoa, Cauliflower Rice, Rice Noodles, Udon Noodles, Zoodles (Zucchini Noodles), Whole Wheat Pasta
- Proteins:
 - Grilled Chicken, Steak, Tofu, Shrimp, Crispy Pork, Plant-Based Meat, Egg
- Vegetables:
 - Broccoli, Bell Peppers, Carrots, Spinach, Mushrooms, Edamame, Roasted Cauliflower
- Sauces:
 - Sweet Teriyaki, Spicy Korean Chili, Hoisin Ginger, Creamy Pesto, Chipotle Lime, Garlic Parmesan

Chef-Crafted Bowls

- Teriyaki Delight: Grilled chicken, broccoli, carrots, and bell peppers tossed in sweet soy teriyaki, served over white rice and topped with sesame seeds.
- Spicy Korean Fusion: Beef, kimchi, and red peppers sautéed in Korean chili sauce, served with quinoa.
- Mediterranean Pesto Bowl: Zoodles, grilled chicken, spinach, roasted red peppers, and basil pesto sauce, topped with parmesan.
- Cajun Jambalaya: Shrimp, sausage, chicken, and vegetables simmered in Cajun spices, served over dirty rice.

Noodles

- Pad Thai: Rice noodles with scrambled egg, bean sprouts, green onions, and crushed peanuts in a tangy tamarind sauce. Add chicken, shrimp, or tofu.
- Spicy Peanut Udon: Udon noodles stir-fried with vegetables in a creamy peanut sauce, garnished with cilantro.
- Mac & Cheese: Creamy cheese sauce with cavatappi pasta, with add-ons like bacon, grilled chicken, or roasted vegetables.

Salads & Lighter Fare

- Asian Chopped Salad: Cabbage, carrots, snap peas, and crispy wontons, tossed in a sesame vinaigrette.
- Quinoa Power Bowl: Quinoa, spinach, roasted sweet potatoes, avocado, and sunflower seeds with lemon-tahini dressing.

Sides

- Garlic Breadsticks, Fried Rice, Stir-Fried Vegetables, or a Simple Side Salad with Sesame Ginger Dressing.

Beverages

- Iced Green Tea, Fresh Lemonade, Vietnamese Coffee, and Smoothies with flavors like mango, strawberry, and kale.

Attachment I: Food Specifications

Kean University FOOD SERVICE OPERATION Bid No. K24-2-14-1

The general minimum purchase specifications that must be adhered to by the Contractor shall include but are not limited to:

- All meats, meat products, poultry, poultry products, and fish must be Government inspected.
- Beef, lamb, and veal shall be U.S.D.A. Grade Choice or better.
- Pork shall be U.S. No. 1.
- Poultry shall be U.S. Government Grade A.
- Fresh fish and seafood shall be top grade; frozen fish and seafood shall be a nationally distributed brand, packed under continuous inspection of the U.S.D.A.
- Dairy products:
 - Cage-free Eggs – fresh U.S.D.A. or State graded "A"
 - Butter – U.S.D.A. Grade "A" (92) score
 - Cheese – U.S.D.A. Grade "A" for all graded cheese
 - Milk and Milk Products – U.S.D.A. Grade "A"
- Fresh fruits and vegetables – U.S.D.A. fancy to U.S.D.A. Number "1" shall be used for all graded fresh vegetables and fruit as a minimum specification.
- Dry stored items and canned goods – Grade "A" fancy.
- Frozen fruits and vegetables – U.S.D.A. Grade "A".
- All food items shall be procured in accordance with NACUFS Professional Standards Manual, Section VII, and Systems for Quality Assurance.

Service Standards

Hot foods are to be served hot (above 140 degrees Fahrenheit) and cold foods are to be served cold (below 40 degrees Fahrenheit).

All food shall be garnished for attractive presentation whenever possible. Serving stations, including catering, salad bars and food display areas shall be decorated at all times with seasonal displays, flowers, etc. Food items at the main service stations shall be readily identifiable with attractive and individual labels.

Any food appearing discolored, unappealing, or not in a proper state of freshness shall not be served. The Contractor shall adhere to the general food service industry guide: If you are not willing to purchase or consume the product yourself, it should not be displayed. University has the final say in determining this state where disputes occur.

All serving stations and bars are to be well stocked throughout the entire posted serving times. The last customer is to be offered the same range of choice as the first. Food

will remain at the board operations stations 15 minutes after the closing of service hours to allow late students to be served.

Food Preparation Standards

The general policy shall be to do on premises preparation of food items, utilizing batch cooking as close to time of service as possible. Cook-to-order or progressive cooking should be the normal method of operation; staggering the preparation of food whenever possible so that nutritional value, temperature, taste, and overall quality can be maintained during serving hours. Minimization of pre-prepared food items is desirable.

The Contractor's on-site management must have the ability to alter recipes for reduction of certain ingredients especially salt, fat, and sugar.

Recipes standardized for quality, yield, cooking procedures, serving containers, utensils, and portion size shall be used in all production units.

Leftover foods shall be kept to a minimum and refrigerated as necessary in shallow pans after each meal, properly covered, labeled with product name and date and used promptly. All leftovers which require refrigeration shall be stored in one location, labeled and dated.

Leftovers cannot be frozen and shall be served as an extra selection within 24 hours. Under no circumstances should leftovers be used to replace any approved menu selection.

Bakery items shall be made on premises including bakery items used for concessions or catering. Pre-prepared mixes and dough are permissible, but every attempt should be made to provide products that are "homemade".

Vegetable shortening rather than animal shortening must be used for food prepared on site. The Contractor is strongly encouraged to purchase food prepared with vegetable shortening and oil. If this is not possible, then it must be clearly labeled as containing animal fat when the food is served.

Vegetarian and vegan menu items should not be cooked in the same fat, sauce or other cooking medium (to include the use of grill top and deep fat fryers) as the non-vegetarian and vegan items.

All standards, signage, and foodservice serving equipment, must clearly indicate foods that are vegan, vegetarian, gluten-free, halal, nut-free, and other dietary requirements.

The Contractor agrees to ensure that all chicken and beef supplied under this contract adhere to halal standards. This includes sourcing, handling, processing, packaging, and labeling of products in accordance with Islamic dietary laws. The contractor shall provide valid Halal certification for all products upon request and allow for inspections and audits to verify compliance. Non-compliance with these standards will be considered a breach of contract.

Prominent signage will be displayed to communicate that all chicken and beef are prepared in accordance with halal standards, and additionally, kosher options are available.

Attachment J: Keanu's Kitchen Schematic

**Kean University
FOOD SERVICE OPERATION
Bid No. K24-2-14-1**

Please click the following link to access a schematic Keanu's Kitchen:

<https://www.dropbox.com/scl/fo/sc7otfiy081hig25luaja/AKo1760h-yJBIfSnsBMId0l?rlkey=th1gf14ax50jnam200ujtysep&st=zu12aa7k&dl=0>

Attachment K: Conceptual Schematic for Miron Student Center

Please click the following link to access a conceptual schematic for Miron Student Center:

<https://www.dropbox.com/scl/fo/mqf9q8yw9r2aeqcwo0yfa/AOHNVNRQkDHs1zDbifchFh8?rlkey=asg8ei4vumrlw60i0yohzf656&st=xi0n9jas&dl=0>

Attachment L: Financial Template Instructions

Kean University FOOD SERVICE OPERATION Bid No. K24-2-14-1

Kean has prepared an Excel based set of worksheets and pro forma to aid the Contractor in collecting, calculating, and presenting their data. The Contractor shall be completely responsible for the numbers and calculations as shown on the worksheet and will ultimately be used as the basis for all financial calculations and projections associated with this bid.

The Excel Financial Template can be found here:

https://www.dropbox.com/scl/fi/tg8uap72rlrblqdd79g1z/KeanUniversity_RFPFinancialTemplate.xlsx?rlkey=eii4o4gv50wwzbd0j9xpldwl&st=o63jc7bu&dl=0

Instructions for Completing the Pro Forma Workbooks

The Contractor is expected to complete the pro forma workbook provided on the included Excel file for the financial scenario. This pro forma workbook covers a ten-year period. The workbook includes the following worksheets:

- Instructions
- Meal Plan Revenue Worksheet
- Retail Dining Revenue Worksheet
- Catering Revenue Worksheet
- Conference Revenue Worksheet
- Concessions Revenue Worksheet
- Residential Dining Hall Staffing Schedules
- Retail Dining Staffing Worksheets
- Pro Forma Worksheets

Instructions: The Proposer is to submit their financial bid by filling out the worksheets provided on the Excel model included with this RFP. The Proposer is to enter figures into the worksheets where prompted by blue cells. All related calculations are prepared by the program. The Proposer is to include a hard copy of their pro forma worksheets within their RFP submittal.

Meal Plan Revenue Worksheet: Follow Blue-celled prompts. Please provide hard copy of all necessary back-up calculations and assumptions.

Retail Revenue Worksheet: Follow Blue-celled prompts. Please provide hard copy and electronic version of all necessary back-up calculations and assumptions.

Catering Revenue Worksheet: Follow Blue-celled prompts. Please provide hard copy of all necessary back-up calculations and assumptions.

Conference Revenue Worksheet: Follow Blue-celled prompts. Please provide hard copy of all necessary back-up calculations and assumptions.

Residential and Retail Staffing Schedules: The Staffing Schedule is to be completed based on the descriptions provided in the Technical Proposal section. Foodservice job categories that should be identified include administrative, supervisory, production, service, and utility with sub-categories naming potential job positions. The estimates of the hours to be worked by all employees will be firm as stated in the response. It should be noted that Kean University will review the wage and salary levels projected as an indication of the level of quality intended for the facility, the subsequent rate of employee turnover, and the cost effectiveness of the Contractor's scheduling. The Contractor is required to differentiate on the staffing worksheets the total staffing required for each outlet listed and catering. The Contractor is required to submit detailed back-up showing their staffing load for each outlet above.

All job positions required to staff each area should be listed on the Staffing Schedule under the proper category. According to the headings at the top of the chart, the following information is requested:

Position: Identify main category, then list job positions. Each employee should be included; however, employees with the same job title and hourly rate may be entered in the same line of the worksheet. Refer to example shown below:

Hourly Employees:

- Job Category 1
- Job Category 2
- Job Category 3

Rate: Note employee compensation by hourly rate or annual salary

Status: Identify full - (F) or part-time (P) status

Hours: Block out expected daily shifts. Place a "1" in a box to indicate each employee working for the full hour. If the employee starts on the half hour, (i.e., 6:30 a.m. enter a 0.5 in the 6:00 a.m. box.)

Calculate the yearly benefit cost for each area and indicate a separate total for the total Employee Benefits section of the pro forma. Please provide hard copy of all necessary back-up calculations and assumptions.

The Contractor should also note that additional detailed charts, reflecting employees who work in more than one job category or functional capacity, may be requested by Kean University if additional clarity is needed.

The Contractor should provide a breakdown of the transition/re-opening costs being specific to cost category and items within each category. Indicate if you are proposing that Kean or your company will absorb such costs.

Pro Forma worksheet: Follow Blue-celled prompts. Please provide hard copy of all necessary back-up calculations and assumptions.

Attachment L (cont.): Financial Template Instructions

**Kean University
FOOD SERVICE OPERATION
Bid No. K24-2-14-1**

(Company Name)

The Contractor agrees that this proposal shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for proposals. Upon receipt of written notice of the acceptance of the proposal, Contractor will execute the formal contract within ten (10) business days and deliver insurance certificates as per contract terms and conditions.

Pursuant to P.L. 2017, c. 95, please indicate whether the Contractor identifies as any of the following as defined in N.J.S.A. 52:32-19:

Minority-Owned Business Women-Owned Business Small Business Veteran Owned Not Applicable

By signing and submitting this Fee Proposal Form, Contractor certifies and confirms that:

1. Contractor has read, understands, and agrees to all terms, conditions, and specifications set forth in Bid No. [K24-2-14-1], including all terms and conditions for doing business with the State of New Jersey;
2. Contractor's failure to meet any terms and conditions of the proposal documents shall constitute a breach and may result in suspension or debarment from further State bidding;
3. A defaulting Contractor may also be liable, at the option of Kean, for the difference between the contract price and the price bid by an alternate Contractor of the goods or services in addition to other remedies available; and
4. By signing and submitting this Fee Proposal Form, Contractor consents to receipt of any and all documents related to this proposal solicitation and the resulting contract by electronic medium or facsimile.

Respectfully submitted,

(Seal required if Proposal is by corporation)

(Name of Company)

(Print Name & Title)

(Authorized Signature)

(Address)

(City, State, Zip)

Telephone Number: _____ Email Address: _____

Date: _____

Note: This Fee Proposal Form must be signed. Not signing this proposal form will be grounds to disqualify.

Attachment M: Financial Arrangement

Kean University FOOD SERVICE OPERATION Bid No. K24-2-14-1

Introduction: The following terms and conditions set forth the financial arrangements hereby agreed upon by the University and the Contractor governing the food service operation. All terms and conditions apply specifically to revenues, operating expenses, compensation, and net gain/loss on operations.

Capital Investment

The University is requesting that the Contractor provides a capital cost estimate to fund any applicable proposed facility and equipment enhancements in relation to dining.

These facility and equipment enhancements include but are not limited to:

- C-Store in the Miron Student Center Food Court
- Retail in the Miron Student Center Food Court

The Contractor agrees to invest in an initial par set of permanent ware for student dining and catering. The Contractor and the University must be in mutual agreement in the decision-making process in terms of what is ultimately selected. The disbursement of this payment will be reflected as \$25,000 at the commencement of the contract.

Permanent wares may include but are not limited to:

- Blue Square Plates
- Bowls
- Silverware
- Cups
- Mugs

The Contractor agrees to pay the outstanding unamortized capital from the prior contract in the amount of \$2,057,041.96.

The straight-line amortization period must not extend past the first five-year term of the contract. Contractors are required to provide their amortization schedules and interest rate(s) charged on each investment.

Equipment Maintenance and Repair Fund

The Contractor shall be responsible for the cost of equipment maintenance and repair in all food services locations up to \$50,000 per year. Any costs beyond \$50,000 shall be split 50/50 between the Contractor and the University. Contractor must provide a comprehensive schedule of preventive maintenance and document the average response time to service maintenance requests as well as a schedule for servicing the equipment with product by route personnel.

Preventative maintenance under this Agreement includes, but is not limited to, the following: regular inspection and servicing of all kitchen and food service equipment,

including ovens, refrigerators, dishwashers, and ventilation systems; routine cleaning and descaling of equipment to prevent build-up and ensure optimal operation; timely replacement of worn or damaged parts to prevent equipment failure; and maintenance of all electrical and plumbing systems associated with food service operations. The Contractor shall provide a detailed maintenance schedule and log all maintenance activities, which shall be available for review by the University upon request.

If, due to the fault or neglect of the Contractor, his agents, or employees, any Kean University property, equipment, stock, or supplies are lost or damaged during performance of the contract, the Contractor shall be responsible for such loss or damage and Kean University, at its sole option, may either require the Contractor to repair or replace all damaged property.

Compliance Fund

The Contractor shall pay the University \$250,000 in Year 1, with a 5% annual increase for the term of the contract, for compliance and contract administration. These funds are unrestricted, and the University retains full authority to allocate them towards compliance-related initiatives.

Board Rates

Cost Per Student Per Day: Using the meal plans and board days (See Attachment F: Meal Plans; Attachment D: Academic Board Day Calendar, approved by the University, detail your lowest proposed cost per student per day, by meal plan for the University, while providing the proposed program and accomplishing the dietary nutritional goals for all students.

The Cost Per Student Per Day is not to exceed the following rates for Year 1 of the agreement:

Meal Plan	Not to Exceed Rate
Unlimited Meal Plan + \$400 Flex	\$20.93
Unlimited Meal Plan + \$200 Flex	\$20.93
Unlimited Meal Plan	\$20.93
14 meals per week	\$18.84
7 meals per week	\$11.53
160 Block Plan	\$19.03
100 Block Plan	\$15.09

50 Block Plan	\$10.01
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After year 1, the Contractor’s meal plan rate increases will be subject to approval by Kean University up to the increase in the regional “CPI-Food Away From Home”, or a 3% increase, whichever is lower.

Retail Pricing

Prices in cash (retail) food and beverage outlets will be reviewed and approved in writing by Kean University before they are implemented. The Contractor may, subject to Kean University’s approval, increase aggregated cash prices up to the lower of 3% or the regional “CPI-Food Away From Home” annually. It is not the intent to allow for an increase annually but to make the Contractor aware that Kean University will be firmly committed to keeping price increases at a minimum. All franchise related brand refreshes are the responsibility of the Contractor to provide and pay for, as stipulated in Attachment N: Responsibilities of Contractor.

Partial Service Days

Charges for partial service days at the beginning or end of an academic term or break period shall be based on a fraction of the resident dining rate as follows:

- Breakfast: 10% of Rate
- Lunch: 30% of Rate
- Dinner: 30% of Rate
- Late Night: 30% of Rate

Catering Discounted Rates

The Contractor agrees to provide discounted rates for catering services for all Kean affiliated events and functions hosted on the premises.

Summer Service Days

Charges for summer service days shall be calculated by the Contractor using the sliding scale provided in Attachment L: Financial Template Instructions.

Door Rates

Door Rates at Keanu’s Kitchen are as low as possible but not to exceed the following amounts for each day part:

- Breakfast: \$8.00
 - Lunch: \$12.50
 - Dinner: \$14.00
 - Late Night: \$14.00
 - Brunch: \$TBD
 - Day Pass: \$21.99
- Faculty and Staff will be offered a lunch Door Rate of \$8.00.

- The University will be billed for employees participating in “Bring Your Child to Work” day, an amount not to exceed \$10 per meal voucher for the employee and each child.
 - The Contractor is welcome to propose any low-cost solutions for employees and their children on “Bring Your Child to Work” day.
- Free meal Promo Codes, accepted at all locations, will be distributed to prospective students for open house events, new student orientation, and campus tours. Discounted meals will be offered for families and friends.

Operating Budget

On or before November 1st of each year, Contractor shall submit to the Contract Administrator or his designee a complete profitable budget for each unit, by month, with estimated sales, food costs, revenues, and expenses for the University’s next fiscal year (July 1 - June 30) in a mutually agreed format. Contractor and University will meet to review the budget with the intent of agreeing on an operating budget for the upcoming year.

Financial Reports

On a monthly basis, Contractor shall provide to the University detailed operating statements, in a mutually agreeable format for both parties, (to include sales, food costs, labor, direct costs, service management fee) showing all income and expenses for each of Contractors’ operating cost centers at the University showing activity for the statement period and a year-to-date summary. The list of detailed operating expenses are to include:

- Sales broken down as:
 - Board Sales
 - Cash and Credit Card Sales
 - Flex Dollar Retail Sales
 - Internal Catering Sales
 - External Catering Sales
- Food Costs
- Labor
- Direct Costs Service Management Fee

The year-to-date summary shall be for the Agreement year. Contractor shall maintain books and records in accordance with generally accepted accounting principles. The operating statements submitted by Contractor may reflect certain internal charges and allocations, which are applied on a consistent basis to Contractor accounts. Contractor shall retain all such records for a period of Seven (7) years. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. This provision shall survive termination of this Agreement.

Staffing Terms

The Contractor is obligated to ensure that staff promised under this agreement are actively present and fulfilling their designated roles. The Contractor must promptly notify

the University of any staffing changes, including absences or role alterations, with the understanding that failure to do so may lead to a financial penalty.

Payment Terms

The Contractor shall send invoices to Kean on the final day of each month for meal plan usage within residential dining facilities and flex dollar usage within the retail dining facilities. All amounts due to the Contractor shall be paid within thirty (30) days of the invoice date of receipt.

Contractor shall accept blanket purchase orders from the University.

Contractor is responsible for invoicing the University department directly for catering. Any unpaid invoices shall be sent to the Assistant Vice President of Business Affairs after a six-month time period of due diligence. The Contractor is expected to outline their due diligence process and timeline as part of this response.

Right to Offset

At any time when the Contractor is over thirty (30) days past due on any obligation to the University, the University shall have the right to offset from any sums owed by the University to the Contractor, all or any portion of such outstanding receivables.

Contractor shall not have the right to offset without written consent of the University.

Authorized Operating Expenses

Customary expenses, attributable directly to the operation of the University's food services, shall be paid for by the Contractor as a cost of business to be offset by revenues and reimbursed services. Expenses are considered to be usual food service net operating expenses derived after deducting trade discounts, rebates, etc. Expenses which are authorized are:

- Cost of food and beverages
- Salaries and wages
- Payroll taxes
- Employee benefits (including worker's compensation insurance)
- Uniforms
- Trash removal services
- Hazardous waste removal
- Laundry (includes linen replacement)
- Paper supplies
- Cleaning supplies
- Smallwares Refresh
- Office Supplies (e.g., postage, first aid supplies, etc.)
- Direct Operating Supplies (e.g., replacement of china, glass, flatware, trays, and miscellaneous kitchen wares)
- Administrative and General (e.g., telephone, permits/licenses, credit card service fees, and others that apply only to on site expenses)

- Transportation costs (previously approved by the University) involved in moving goods, equipment, and supplies between locations on campus)
- Cost of Sub-Contracted services approved by the University (e.g., service Contracts, bank service)
- Insurance coverages specified herein
- Armored car service
- Miscellaneous pre-approved expenses such as employee recruiting and menu printing
- Depreciation charges for any equipment purchased by the Contractor (with prior approval from the University) and brought on site
- Equipment maintenance and service Contracts
- Marketing expenditures to include reasonable promotional items, event decorations or other expenses necessary to increase customer engagement

Unauthorized Items of Expenses

Expenses which are to be paid by the Contractor and are not to be included on the Contractor's statements or used to offset revenues include but are not limited to:

- The expense of payroll computations and the disbursement of the payroll
- Wages, salaries, employee benefits, and bonuses of home office employees and general administrative, executive, and management officers
- Accounting expenses including costs of producing financial reports
- Home office management costs such as general management overhead, transportation of management personnel, and any other indirect management costs as related to this Contract
- Repairs necessary as the result of the acts or omissions of the Contractor or its employees
- Monies or other property lost or stolen, either on or off University premises
- Express delivery charges of any type, except those with prior approval by the University
- Inventory interest or carrying cost, except those authorized in this Contract
- Excessive overtime pay (limits to be determined)
- Legal expenses
- All taxes, except for payroll and property taxes
- Relocation expenses of any of the Contractor's employees
- Interest charges on any loans incurred by the Contractor, unless specifically authorized by the University
- Modem charges and any extra telephone lines
- Memberships in local or national groups of any type
- Costs for any of the Contractor's employee to attend seminars or conferences of any type
- Anything else not expressly set forth herein
- Travel expenses of all personnel above the Food Service Director
- The Contractor's personal use of the facilities

Attachment N: Responsibilities of Contractor

**Kean University
FOOD SERVICE OPERATION
Bid No. K24-2-14-1**

Item/Service	Provided By	Paid for By
Food Service Facilities, Major Equipment, Furnishings and Finishes	University	University
Utilities: Heating, Ventilation, Air Conditioning, Water, Sewer, Gas, and electric services.	University	University
Equipment Replacement and Depreciation	University	University
Exterior Building Maintenance	University	University
Equipment Maintenance and Service Contracts	University	University/Contractor
Initial Inventory of Small wares, as Jointly Approved. University will hold title.	University	University
Replacements to Small wares Inventory (title to be held by the University)	Contractor	Contractor
Office Furniture	University	University
Office Equipment (Computer, Copy Machine, etc.)	Contractor	Contractor
Major Repair of Ceilings, Light Fixtures, and Carpeting	University	University
Extermination	University	Contractor
Trash Removal Services	University	Contractor
Grease and Exhaust Duct cleaning	University	Contractor
Regular, Daily Cleaning (walls, and all equipment, grease traps, Hoods/ventilation in kitchens and serveries, dining room tables and chairs, offices, entrances)	Contractor	Contractor
Management Information System Point-of-Sale	University	Contractor
Inventory, and production management hardware/software	Contractor	Contractor
All Food, Beverages, Labor Costs, Operating Supplies	Contractor	Contractor
Telephone Line Access, Computer/Data Lines	University	University
Signage and Decorations for Food Service Facilities	Contractor	Contractor
Franchise Brand Refreshes	Contractor	Contractor

Item/Service	Provided By	Paid for By
Parking	University	University
Mobile Ordering Technology	Contractor	Contractor
Daily Cleaning of Dining Room Carpeting and Floor Areas	Contractor	Contractor
Periodic Major Cleaning of Floors (stripping, waxing, carpet shampooing)	Contractor	Contractor
External Janitorial Services	Contractor	Contractor
Insurance Coverage as Specified by Kean University	Contractor	Contractor
Banking Services	Contractor	Contractor
Transportation (trucks, vans)	Contractor	Contractor
Credit Card and all bank Service Fees	Contractor	Contractor
Dining Card Access System Maintenance Fee	University	Contractor
Emergency Equipment (e.g. generator)	Contractor	Contractor
All Inspection Fees in relation to Food Operations	Contractor	Contractor
Small Expendable Equipment	Contractor	Contractor

Use of Facilities

The physical facilities, spaces and equipment made available to the Contractor under this Contract shall be used by the Contractor solely to provide food and beverage services for the University as set forth herein. Contractor is responsible for maintaining the use and operation of the equipment and food service facilities and spaces, and Contractor accepts all facilities and equipment as is, with all faults.

The Contractor is responsible for custodial services in all assigned food service facilities and spaces throughout campus including loading docks, kitchen, service area and dining area floors, ceilings, walls, vents, restrooms within dining facilities, and entrances to dining facilities and shall at all times keep such food service facilities, spaces and equipment clean, properly scrubbed and mopped on a daily basis, and free from all debris or other hazardous conditions.

The Contractor is responsible for all trash removal in residential and retail dining locations.

Personnel Responsibilities

The University reserves the right, at any time, to require the Contractor to remove the Contractor's employees if at the sole discretion of the University the performance or conduct of the individual is found to be unacceptable.

Employees assigned to the University shall not be changed more than once every 36 (thirty six) months unless mutually agreed upon, and not without 30 days advance notice and replacement selection made which is acceptable to and mutually agreed by the University. These positions shall not remain unfilled.

The Contractor shall recruit, train, supervise, direct, discipline, and, if necessary, discharge any and all personnel working in the food's facilities employed by the Contractor. The Contractor shall have adequately trained personnel to maintain the high-quality performance standards as required by the University. The Contractor shall ensure that critical positions (those that are necessary to open and operate the food facilities) will have adequate back-up employees to call in to cover for absenteeism.

The Contractor shall require employees to comply with all instructions, regulations, and codes of conduct as specified by the University. The Contractor's employees must comply with the University and the University policies as they relate to smoking on campus. The University is a drug-free environment.

The Contractor will comply with all federal, state, county and University regulations related to employment and compensation of personnel including those pertaining to federal and state employment taxes (including any and all social security, unemployment taxes, and worker's compensation payments).

The Contractor will comply with all federal, state, county, University, and local regulations pertaining to discrimination because of race, color, religion, sex, age, national origin, handicap (as defined in the 1990 Americans with Disabilities Act), or status as a Vietnam veteran (as defined and prohibited by applicable governmental law), in the recruitment, selection, training, utilization, promotion, termination, or other employment-related activities concerning food personnel. This fundamental rule of conduct, endorsed and followed by the University, will be clearly communicated by the Contractor to all the Contractor's employees and prospective employees.

In addition, the Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state, and local laws and regulations including, but not limited to: the Rehabilitation Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans With Disabilities Act; and any additions or amendments thereto.

The Contractor shall require all employees to meet the appropriate health standards prescribed by municipal, state, and federal laws and regulations. The Contractor represents that all services provided hereunder shall comply with the Occupational Safety and Health Act, the Family Educational Rights and Privacy Act, Gramm Leach Bliley, FTC Red Flag Rules and other requirements applicable to higher education and may be amended including all regulations adopted pursuant thereto and in effect at the time of performance of service.

The Contractor will guarantee that all employees engaged in the handling and serving of food are:

- Advised by their management on reporting illness;
- In compliance with the health regulations of the Contractor; and
- Wearing appropriate food handling gloves during food service preparation.
- Clean, and wearing neat appearing attire, hairnets and footwear;

When informed that an employee of the Contractor has a condition which reveals the existence of an illness or communicable disease that may affect the health and well-being of the student population or other condition which could affect the safe, sanitary, or healthful operation of the food service, the Contractor shall notify the University and will ensure that the said employee undergo an examination which would either verify or contradict the existence of the condition. If such condition is verified, the Contractor will not utilize the services of said employee at the food service until the condition of that employee returns to a healthful status as indicated in writing and signed by a physician.

The Contractor agrees that all employees will be dressed in clean, neat-appearing uniforms. The Contractor will ensure that its employees wear proper and neat-appearing footwear while working on the University premises.

Employees of the Contractor shall be appropriately uniformed when performing their work assignments at the facility. The term "appropriate uniform" is interpreted to include all apparel, name tags, hats, hair nets, etc. The Contractor must submit samples of uniforms and other apparel of all service personnel for approval by the University. The Contractor must submit any proposed uniform modifications to the University for approval. Cost of the Contractor's employee uniforms will be borne by the Contractor.

The Contractor shall require all employees to utilize authorized and designated entrances and exits during working hours.

The Contractor will restrict employees to assigned spaces during working hours and require them, when not working, to vacate the work site.

The Contractor shall assure that the Food Service Director or an immediate assistant will be on site at each location during all hours the food facilities are open, including catering services.

The Contractor shall bear financial responsibility for any vandalism or loss due to dishonest acts on the part of its employees.

The Contractor shall notify the University in writing of impending labor, employee, and Contractor problems or any other circumstances that could adversely affect the operation of the food facilities.

The Contractor shall continue to provide services under the Contract in the event of strikes and other labor disturbances.

Individual training for employees is to be performed by the Contractor. At any time that a new employee is assigned to the University facilities, the Contractor shall provide immediate training as necessary, covering types of tasks performed in the assignment covered by the new worker.

The Contractor shall provide the University Contract Administrator with an up-to-date training schedule for all new employees. This training sheet, showing subject matter and tasks included in training, must be signed by the worker after receiving training. The Contractor shall work with the University to ensure its employees have the most up-to-date training and information on best practices used by the University to support the health, safety and wellness of Kean students. This may include training on suicide prevention, pregnancy, discrimination, and/or Title IX.

The Contractor shall uphold rigorous standards to ensure that every interaction reflects professionalism, courtesy, and efficiency. All employees are required to undergo a comprehensive customer service training program. Employees must receive a ServSafe certificate acknowledging their proficiency in adhering to the high standards of customer service. This ServSafe certificate serves as a testament to their dedication to providing an outstanding dining experience for the college community. The Contractor and its employees must aim to consistently exceed the expectations of the Kean University community and contribute positively to the overall satisfaction of the University dining environment.

Wages

The Contractor employees shall adhere strictly to the University's policies concerning personal behavior as stated in the University's current Employee Handbook, accessible via this link: <https://www.kean.edu/media/employee-handbook-0>, and no such employees shall be assigned for work on the University's premises that are not acceptable to the University.

The Contractor employees shall undergo health examinations of sufficient frequency and stringency in order to comply with local, state and national health regulations. The Contractor shall submit evidence of such compliance to the University upon request.

The Contractor must conduct and pass criminal background checks for each of its employees that will be performing work on the University's campuses, prior to working at Kean University. Background checks must go as far back as permitted by law. All employees who have failed background checks cannot be hired and work on Kean University premises. Contractor employees who drive vehicles must also have a driver history check performed annually in addition to the criminal background check.

Procurement

The Contractor shall procure all food and non-food items and cleaning supplies for all food service facilities described herein. The Contractor shall comply with all current and future exclusive or non-exclusive vended, non-vended carbonated, non-carbonated beverage agreements, and pouring rights agreements entered into by the University.

The Contractor shall purchase all necessary small wares, china, glassware, and flatware. Title to all such small wares, china, glassware, and flatware shall rest solely with the University. The Contractor shall list china, glassware, silver, kitchen utensils, and tray replacement costs as "Operating Expenses." The Contractor shall reconcile all china (if any) and small wares annually owned by University and shall jointly agree to required inventory levels. Contractor shall maintain the required inventory levels and charge the expense of replacements as an operating expense. Reconciliation of inventories should be on an annual basis at the end of each fiscal year.

The Contractor shall engage in competitive specification buying. However, food or supplies may be procured from a facility operated by the Contractor or a parent corporation provided that such food and supplies are acceptable with respect to quality and competitive price.

The Contractor is responsible for upholding the pouring rights agreement with Coca-Cola. This agreement grants exclusive rights to serve Coca-Cola products within the University dining facilities. As part of this responsibility, the Contractor must ensure the prominent display and availability of Coca-Cola products in all outlets where beverages are served. This includes adhering to branding guidelines, maintaining proper inventory levels, and actively promoting Coca-Cola offerings to enhance the overall beverage experience for students, faculty, and staff. Upholding these pouring rights not only reinforces our contractual obligations but also strengthens the brand presence on campus, contributing to a cohesive and recognizable dining environment that aligns with the preferences of the University community.

Equipment Provided by the Contractor

Subject to written approval by the University, any equipment not furnished by the University and deemed necessary by the Contractor must be provided by the Contractor. All equipment provided (and owned) by the Contractor shall remain the Contractor's property, subject to written approval by the University, until expiration of the Contract at which time the University reserves the option to purchase some or all of the Contractor's equipment at the lower of either the depreciated cost or its fair market value.

Marketing & Communication

Web Page: Contractor shall maintain web pages or website linked to the University website with current and useful information for the University community. Posted items include operational hours, menus, nutritional values, administrative contacts and phone

numbers, policies, and practices (meal card, take-out, etc.), description of dining venues, and Green practices. This list is not meant to be all inclusive, and creative use of web technology for improving communication to the campus is highly encouraged.

Social Media: Contractor shall maintain an active and engaging presence on widely accepted social media platforms. Accounts remain the property of Kean University and designees will remain Admins on such accounts at all times. No additional accounts will be created without written permission of the University (or designee). Contractor is required to meet with a member of University Relations to discuss content expectations and to conduct themselves in a manner that is consistent with those expectations.

Digital Communications: Contractor shall plan regular communications with customers through various digital platforms including, but not limited to e-newsletters, push notifications and other campus-developed tools.

Contractor will plan for appropriate response to religious and cultural observances in conjunction with campus affiliated organizations. Plans will be clearly communicated through various channels.

Sanitation

The Contractor shall secure an agreement with a professional janitorial cleaning service and shall maintain, at all times, the University's food facilities in a clean and sanitary manner in accordance with all federal, state, and municipal laws, codes and regulations. The Contractor will train all employees to follow a "clean-as-you-go" policy. The food facilities are subject to inspection by Township, County, and State authorized health department officials, fire department, and other agencies relative to safety requirements.

The Contractor is responsible to notify the Contract Administrator, in writing, of any potential violations which, under terms of the Contract, University carries the responsibility to correct. The Contractor is responsible to pay all fines immediately and notify University within 24 hours of receipt of any notice of fine(s).

If the Contractor notices any condition which is unsafe, unhealthy, or in any other way would cause an accident, the Contractor shall make or cause to be made appropriate repairs to remedy the condition. If correction of the condition will take more than routine attention, then the Contractor agrees to notify the Contract Administrator immediately.

The Contract Administrator shall be notified immediately of any accidents or safety hazard. The Contractor and its employees, agents, or Sub-Contractors agree to abide by and practice all University and local safety standards and regulations, including adherence to the minimums of the University's safety protocols. The Contractor shall take all necessary and proper precautions to protect the safety of employees and other persons and to protect all property from any damages from whatever cause. Contractor shall comply with all federal, state, and local safety regulations to include but not limited to E.P.A., D.E.P., D.O.T. and O.S.H.A. mandates and regulations. Contractor will be responsible for all federal, state, and local permits in connection with services they

provide. The Contractor shall be responsible for any violation of any regulation issued there under and shall immediately remedy any conditions giving rise to such a violation. The Contractor shall defend and hold the University, its officers, trustees, and employees harmless from any fine, penalty, or liability in connection therewith.

The Contractor and any Sub-Contractors shall give access to the authorized representatives of the U.S. Department of Labor for the purpose of inspecting or carrying out any of the Department's duties under the Occupational Safety and Health Act of 1980, as amended. The Contractor shall be responsible for any violation of the Act or any regulation issued thereunder and shall immediately remedy any conditions giving rise to such a violation. The Contractor shall defend and hold the University, its officers, trustees, and employees harmless from any fine, penalty, or liability in connection therewith.

The Contractor shall adhere to the following minimum standards and guidelines in the preparation, production, and service areas:

- Clean all kitchen surfaces and equipment on a continuous basis and following each meal period.
- Contractor will recycle according to the University's sustainability regulations and policies, and costs shall be borne by Contractor.
- Keep public areas free from hazardous conditions.
- Adhere to sanitation regulations for ware washing, recommended temperatures, or the use of chemical sanitizers.
- Clean kitchen and service area floors, walls, and vents as required.
- Monitor the dining areas before and during service hours to maintain dining rooms in a clean and orderly fashion.
- Dining room floors will be vacuumed (in carpeted areas) and mopped (in non-carpeted areas) after every meal period or as needed by the Contractor. Dining room carpets will be hot water extracted/cleaned once per term and non-carpeted areas finished and buffed to a shine as needed.
- Trash shall be removed in residential and retail dining locations to be in minimum accordance with VDH requirements.

Item	Minimum Cleaning Frequency	Quality Outcome
Walls	Weekly	<ul style="list-style-type: none"> • This quality outcome shall reflect the established cleaning frequency • Free of dust, grit, lint, soil, film & cobwebs • Walls & ceilings free of marks caused by furniture, equipment, staff, or residents. • Light switches are free of fingerprints, scuffs & any other marks • External light covers and diffusers are free of dust, grit, lint & cobwebs • Polished surfaces are of uniform luster.
Windows	Daily	<ul style="list-style-type: none"> • This quality outcome shall reflect the established cleaning frequency • Internal surfaces of glass, and surfaces of entrance vestibules and patio glass are clear of streaks, spots & marks, including fingerprints and smudges. • Interior window frames, tracks, ledges are clear and free of dust, grit, marks, and spots. • No soil film accumulation on inside of glass • Windowsills are free of dust
Doors	Daily	<ul style="list-style-type: none"> • This quality outcome shall reflect the established cleaning frequency • Free of dust, grit, lint, soil, film, fingerprints, and cobwebs • Door & doorframes are free from marks (finger marks, soil) caused by furniture, equipment, residents, or staff • Air vents, relief grills and other ventilation outlets are kept unblocked and free of dust, grit, soil, film, cobwebs, scuffs, and other marks

		<ul style="list-style-type: none"> • Door tracks and door jams are free of dust, lint, grit and other debris, frame is free from soil build-up • Push or kick plates are free of soil and grit & polished where applicable • Polished surfaces are of uniform luster
Hard Floors	Daily	<ul style="list-style-type: none"> • This quality outcome shall reflect the established cleaning frequency • Mopped and scrubbed daily, and when necessary • Free from dust, grease, grit, litter, marks and spots, water, or other liquids • The floor is free from polish or other build-up at the edges and corners or in traffic areas • Free of spots, scuffs, streaks, or scratches in high traffic areas, around furniture & pivot points, no formation of traffic lane marks • Areas such as edges, corners & around furniture are free of dust, grit, lint & spots • Polished or buffed floors are of a uniform luster where appropriate
Carpeted Floors	Daily	<ul style="list-style-type: none"> • This quality outcome shall reflect the established cleaning frequency • Carpeting is clean, free of litter and soil marks • No evidence of lint in corners, edges or under furniture • Carpeting is well maintained (no torn or badly worn spots or crushed traffic lanes)
Equipment Used to Prepare Food and Beverages	Daily	<ul style="list-style-type: none"> • This quality outcome shall reflect the established cleaning frequency • Levels of cleanliness and sanitization comply with the local Health Department guidelines

Other Equipment (Other Than Furnishings)	Daily	<ul style="list-style-type: none"> • This quality outcome shall reflect the established cleaning frequency • Free of grease, dirt, dust, lint, marks, stain, soil, and cobwebs • Hygienic standards are satisfied where the fixture or appliance is used in food preparation • Range hoods (interior & exterior) and exhaust filters are free of grease and dirt on inner and outer surfaces • Motor vents, etc. are clean and free of dust and lint
Furnishings	Daily	<ul style="list-style-type: none"> • This quality outcome shall reflect the established cleaning frequency • Horizontal and vertical surfaces are free from spots, soil, film, dust, fingerprints & spillage • Furniture legs, wheels & castors are free from mop strings, soil, film, dust, and cobwebs • Edges, corners, folds & crevices are free of dust, grit, lint, and spots. • Accessible surfaces are free from dust, lint, and cobwebs
Do It Yourself: U-Cook Station	Daily	<ul style="list-style-type: none"> • This quality outcome shall reflect the established cleaning frequency • Levels of cleanliness and sanitization comply with the Public Health Department guidelines • Wipe down counters and appliances • Empty trash bins • Cycle clean dishes and utensils • Spaces and appliances are required to be free from crumbs, debris, dust, garbage, grease, dirt, dust, lint, marks, stain, soil, and cobwebs

		<ul style="list-style-type: none"> • Hoods (interior & exterior) and exhaust filters are free of grease and dirt on inner and outer surfaces
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Sustainability

Sustainability and environmental awareness is critically important to Kean University. The Contractor will submit a monthly report of sustainability metrics to the University with year-to-date data detailing how Kean University's environmental sustainability program will be adhered to, how the Contractor will contribute to enhancing the University's sustainable efforts and what metrics will be used to demonstrate annual improvement in Green initiatives.

Below is a list of items for mandatory incorporation:

- Achieve energy, water and waste savings through technical innovation and human expertise.
- Trayless dining
- Recycling 100% of cardboard boxes, packaging & metal cans
- Utilizing single touch dispensers
- 100% recycled napkins
- Reusable or Biodegradable wares, cups, and containers. Ozzi (or comparable) take-out containers must be washed by the Contractor and available to students at the entrance.
- Diversion of all food waste however possible. 100% of food waste must be diverted from landfills.
- Ozzi reusable containers for the take-out program in Keanu's Kitchen at the contractor's expense.
 - Contractor to provide an initial Ozzi (or comparable) clam-shell/token to all resident students once per academic year.
 - Additional Ozzi (or comparable) clam-shells/tokens after the initial container will be at a cost to the student.
- Biodegradable/compostable materials as backup ware
- Follow a policy of purchasing items that use minimal and non-plastic packaging
- A variety of dining options for ethical diets
- Additional methods to achieve energy, water, and waste savings through technical innovation and human expertise.
- Contractor follows a policy of purchasing items that use minimal and non-plastic packaging
- Additional methods to achieve energy, water, and waste savings through technical innovation and human expertise.
- Propose a hydroponic micro farm (e.g., Babylon or comparable) to be installed at Keanu's Kitchen at the Contractor's expense.
- Prioritize consistent access to high-quality vegetarian and vegan options in Keanu's Kitchen.

Contractor must develop a ‘farm to table’ program with local agricultural community. Program should include annual summary of measurable goals for assessment. This program must include using the local items for menu offerings within 250 miles. This program must also include clear goals indicating what percentage of the food inventory will be purchased from the local area. Specific areas will include:

- Use cage-free, free-range eggs
- Source up to 25% of all food from New Jersey, or within 100 miles (by dollar amount).
- Purchasing free-range and antibiotic-free meat, and grass-fed beef whenever possible
- Provide a local/sustainable meal (100-mile meal) at least once per semester; highlight local producers, show students on where their food comes from, educate on the social and environmental importance of sustainable food systems
- List the source of primary ingredients at the station
- Participate in the Food Recovery Network, Soups on Us, Backpack Kids (or equivalent), or local food pantries
- Provide a variety of options for ethical diets

General Accounting

The Contractor shall operate on the basis of a fiscal year (July 1 to June 30) consisting of twelve (12) accounting periods. All departmental charges (from Catering Services) must be submitted to the Contract Administrator with the monthly financial reports. The Contractor is to submit all invoices electronically utilizing protocols determined by Kean University. Invoices will be submitted monthly with no prepayment requirement. Invoices shall include substantiated reports for compensation of Dining Dollars transactions in Contractor operated facilities.

Within the fifteenth 15th calendar day following the close of each accounting period, the last day of the month, the Contractor shall furnish the Contract Administrator with a statement of gross sales and expenses in connection with the operation of the food facilities covered by the Contract, showing on a monthly and year-to-date basis the actual and budgeted food costs, labor costs (including the account manager), fringe benefits, payroll taxes, and expenses which are properly allocable to the operation. All operation statements shall be accompanied by respective commission payments to the University. Causes of abnormal revenue and expense deviations shall be noted by the Contractor as part of these statements. Any payment required of the Contractor if not paid within thirty (30) calendar days of the due date, shall bear interest at the rate of two percent (2%) per annum, but not greater than the rate allowed by law.

The Contractor shall not hold the University responsible for the serving of a student after the student no longer has a meal plan. The Contractor has access to the University systems and shall review reports. Upon receipt of an appropriate statement concerning the number of participants per day in each meal plan, the University shall pay the

Contractor monthly for food and service provided under the Contract Dining Specifications portion of this Contract.

The Contractor will report revenue and allocate expenses and present separate operating statements for all current and future food service venues on the campus.

Customer Complaint Resolution

The Contractor is committed to providing an exemplary dining experience for students and will establish a comprehensive customer complaint resolution process. Any customer who wishes to address concerns or provide feedback regarding the food services is encouraged to send an email to the designated contract administrator or via the Contractor's preferred customer feedback platform. This ensures that all complaints are efficiently directed to the appropriate authority for prompt attention and resolution. The Contractor understands the importance of addressing issues in a timely manner to maintain a positive relationship with all customers.

Upon receiving a customer complaint, whether by email or any other medium, the Contract Administrator must promptly initiate a thorough investigation. The Contractor is required to forward all customer complaints to the Food Service Director and ensure they are addressed within 24 hours. Additionally, the Contractor must report back to the Contract Administrator with a resolution within 24 hours of addressing the complaint.

Incident Reporting

The Contractor will have a systematic incident reporting process to maintain a safe and secure dining environment. In the event of incidents such as theft or injury, it is imperative that all employees promptly report such occurrences to the appropriate authorities. For student-related incidents, including theft or other behavioral concerns, staff members are instructed to report directly to the designated office within Student Affairs. Student Affairs will then notify Facilities and Campus Planning. This ensures that student-related issues are addressed by professionals specializing in student affairs, fostering a comprehensive and student-centric approach to incident resolution.

In cases of injuries or accidents involving employees or any other non-student individual, all incidents must be reported to the Human Resources (HR) department and to the University Contract Administrator, who will notify Facilities and Campus Planning. Timely reporting is crucial to initiate necessary protocols for employee well-being, including medical assistance and follow-up support. The HR department is equipped to handle incident reports related to workplace injuries, providing a streamlined process for documentation, investigation, and appropriate action. The Contractor must implement corrective measures and preventive strategies to maintain a safe and secure dining environment for both students and staff.

Attachment O: Background Information

Kean University FOOD SERVICE OPERATION Bid No. K24-2-14-1

Please click the following link to access background information (i.e. enrollment, customer counts, summer camps and conferences information, etc.):

<https://www.dropbox.com/scl/fo/ju1d5x2njaelb4fgmba1q/AEgSVEWJzahNMoMnbipZen4?rlkey=l41obmwd30vfh6zttlcbexc8e&st=tz4nbn97&dl=0>