

RARITAN VALLEY COMMUNITY COLLEGE

118 Lamington Road

Branchburg, New Jersey 08876-1265



REQUEST FOR PROPOSAL FOR: **FOOD SERVICES**
Initial 3-Year Period August 1, 2025 through July 31, 2028

PROPOSALS WILL BE RECEIVED UNTIL: **May 30, 2025 at 2:00 PM**

AT THE OFFICE OF: **VP Finance & Facilities**
Raritan Valley Community College
118 Lamington Road
Branchburg, New Jersey 08876

SPECIFICATIONS
TO FURNISH
FOOD SERVICE PROGRAM
FOR
RARITAN VALLEY COMMUNITY COLLEGE
118 LAMINGTON ROAD
BRANCBURG, NEW JERSEY 08876

INSTRUCTIONS FOR PROPOSAL PREPARATION

1. RECEIPT OF PROPOSALS

Raritan Valley Community College (RVCC) invites proposals to be submitted to the College in the office of the VP Finance & Facilities anytime **prior to Friday, May 30, 2025 at 2:00 PM**. The College may reject any proposals not prepared or submitted in accordance with the provisions hereof. Any bids received after the time and date specified shall not be considered.

2. PROPOSAL CONTENT

In order to qualify and be considered for evaluation, each proposal must contain the following:

- A. New Jersey Business Registration Certificate
- B. At least three references and a list of top 10 clients, within a 100 mile radius, with emphasis on those which are relevant to a university/college environment especially a Community College. Include names, titles and telephone numbers of client contacts.
- C. Proposed financial model cost and/or return to the College. Expressed either as a flat fee or percentage.
- D. Menu item pricing and portion guide reflective of the financial model.
- E. Bank references - including a statement of willingness to allow a credit check.
- F. Several forms required by the State of New Jersey included in Exhibit A.

3. PROPOSAL EVALUATION

The awarding of the contract to the successful vendor will be predicated on the proposal most advantageous to Raritan Valley Community College (the "College"), taking into consideration such factors as qualifications, financial responsibility, business experience, cost to the College, potential monetary return, capability of rendering service, ability of vendor to market products effectively, quality of food to be served, proposed menus, portion size, and favorable references. A College team may visit one or more current vendor sites before a selection decision is made.

It must be understood that the College has an exclusive contract with the Pepsi Bottling Group for all cold beverage vending on this campus. The vendor proposal should separate food service from vending for beverages and snacks. Beverages sold in the cafeteria must be Pepsi-branded items, unless a particular type is not available. The vendor would buy the beverages it would sell directly from Pepsi and include in their menu pricing plan.

The County College Contracts Law does not require advertisement or solicitation of proposals for Food Services. Hence, the College is not required to accept the proposal offering the lowest cost or highest return. The final determination will be based on that proposal which,

in the sole opinion of the College, best serves its interests. The College reserves the right to withdraw from this project at any time and in no way has the obligation to make an award of a contract.

4. BUSINESS CONDITIONS & FINANCIAL MODEL

The College recognizes that the effects of the pandemic still linger in many sectors of the economy with respect to availability of labor, pricing of materials and supplies, and how people work (fewer in-person meetings). In addition, more recent conditions have impacted the price of poultry and eggs. College enrollment had also suffered declines but has recently started to improve.

The College realizes that responding vendors may have differing business development strategies. It will evaluate proposals that may reflect sales less cost plus management fee (inclusive of overhead and profit) leading to some level of profit-sharing at pre-determined performance levels. An important aspect of assuring mutual satisfaction with the agreement is the necessity to share accurate financial information to be sure that sales can be maximized and costs minimized. Accordingly, at least every six months during the term of this contract we will assess performance (sales volume and costs) to determine whether adjustments are warranted with respect to hours of operation, service delivery, menu options, and product pricing. The expectation is that the vendor will succeed and that by year three, the College will be able to enjoy some level of profit sharing.

5. KEY COLLEGE METRICS

Employees: 325 full-time faculty and staff; 400 part-time.

<u>Students on campus:</u>	Fall		Spring	
	Full-time	Part-time	Full-time	Part-time
Calendar year 2025			2,288	2,581
2024	2,698	2,517	2,243	2,472
2023	2,747	2,372	2,208	2,383
2022	2,521	2,430	1905	2,443

Food Service Sales

See Exhibit A for monthly sales July 2023 through February 2025

6. TERM OF AGREEMENT

The initial term of this agreement shall be for three (3) years, commencing on August 1, 2025 and ending July 31, 2028, subject to the annual appropriation of sufficient funds. There shall be the option to renew for an additional three-year term beginning August 1, 2028. The Agreement may be amended from time to time by mutual consent in writing. The College reserves the right to terminate the contract for any reason, at its sole discretion without penalty, at any time, with written notice of not less than ninety (90) days to the vendor.

7. AWARD & NOTIFICATION

It is the intention of the College to notify the successful vendor after final approval by the Board of Trustees at its June 24th meeting.

8. EXCLUSIVE FRANCHISE

The College agrees that during the period of the contract the successful vendor shall have an exclusive franchise for the sale of over-the-counter foods at the College with the following exceptions: items sold in the College Bookstore, Theatre, Planetarium or student fundraising projects acceptable and agreed to by the College. There may also be requests to provide certain ethnic foods for student events beyond the capability of the selected vendor which will be outsourced to another provider.

It is expressly understood and agreed that no building, structure, equipment or space is leased to the vendor; that the vendor is a licensee; and that the vendor's right to occupy the same and to operate the concession hereby granted shall continue so long as each and all undertakings, provisions, covenants, agreements, stipulations and conditions of these specifications are strictly adhered to by the vendor.

The vendor shall neither use College facilities, equipment, utilities or premises to conduct any other business nor prepare food for any other location than food services for the College.

9. HOURS OF OPERATION

The minimum basic operation shall be a cafeteria and satellite café operated during the following hours:

- Breakfast foods will be available in the cafeteria from 7:30 A.M. to 11:00 A.M., Monday through Thursday.
- Lunch foods will be available in the cafeteria between 11:00 A.M. and 2:30 P.M., Monday through Thursday. Dinner items will be served in the cafeteria between 2:30 PM and 5:30 PM. Monday through Thursday.
- A café (The Brew Ha Ha Café) with limited breakfast and other food items will be operational Monday - Thursday, 7:30 AM to 7:30 PM; and Fridays from 7:30 AM to 2:30

PM. Our preference is to continue the Starbucks branded hot and cold beverages, but another branded coffee may be acceptable.

10. CAFETERIA SERVICES

Vendors are encouraged to make imaginative recommendations with regard to areas in which menus, special events, decor and equipment could be improved or offered. The vendor will be expected to offer healthy menus which reflect proper nutritional values. The proposed menu cycle should include: grill items, daily deli specials, salads, soup, a minimum of one (1) hot entree with a choice of at least two (2) vegetables, and a selection of desserts including fresh fruit.

The vendor shall be able to make various ethnic meals and suggestions. The College recently completed a survey of student and staff preferences (see Exhibit B).

The College reserves the right to specify and/or forbid sale of any particular items. The successful vendor will be expected to adhere to the list of all items to be dispensed unless a change is agreed to by the College. Include in the proposal a three-week cycle menu incorporating the above plus any other categories you may wish to provide, as well as portions, sizes and prices.

The vendor is to provide flatware and all paper and/or plastic ware necessary to serve the food. Plates and cups must be sturdy quality and recyclable. Permanent plastic trays shall also be provided by vendor as needed. Quality levels of all items must be acceptable to the College. To the extent possible the vendor is to use only environmentally friendly paper products consistent with the college's sustainability initiatives.

The vendor shall post menus on a section provided on the College's internal website. That would include quantities/portions and item prices.

11. CATERING

The vendor will have the first opportunity to price potential catering events. The vendor shall submit a special function menu and price list including quantities/portions, special services and table accoutrements. There will continue to be a few larger student-oriented events such as the Fall and Spring picnics, various academic award ceremonies, and graduation. Employee events would include a thanksgiving luncheon, December holiday party, and probably at least two general employee appreciation breakfasts.

The College also reserves the right to use outside caterers for certain events at its own discretion.

12. VENDING OPERATION

Vending machines dispensing cold beverages and snacks are specifically not included in this agreement because of the College's existing exclusive contract with Pepsi.

The College may choose to award snack vending operations separately in the future. However, proposals can separately identify vending operations and the appropriate financial arrangements for the College.

13. UTILITIES & EQUIPMENT

The College will provide electricity and water without charge. To the extent new and or replacement equipment is required, and deemed a reasonable request by the College, the College will purchase and install the items without any cost to the vendor.

The College will provide telephone and internet access services which others have used for their point-of-sale systems. Vendor shall be responsible for its credit card processing and authorization system, and all postage, printing, and administrative supply items.

The College shall have unlimited access to inspect facilities at all times and the use of dining areas for special occasions. If the College uses these facilities for any functions not involving the vendor, the College will absorb the cost of furniture set-up and clean-up.

The College will be responsible for the regular maintenance and repair of all its owned equipment. The vendor is expected to take reasonable care in the use of such equipment and notify the College promptly about any failures or need for repairs. However, the vendor will reimburse the College for costs incurred due to damage, abuse or improper use of equipment by the vendor's personnel.

The College will be responsible for exterminating services and for the cleaning of hoods, fans, and ducts over cooking areas.

The College will provide adequate means for garbage storage and removal outside the receiving area at no cost to the vendor. The vendor will make certain that all boxes, cartons, containers, etc. are broken down, separated for recycling and flattened to alleviate excess daily trash accumulation. The College has a mandatory recycling program for bottles, cans, paper, and other metal items. Waste food that is not given away to any community help programs will be put aside for a composting machine located in the receiving area. The successful vendor will be required to comply with all aspects of these program.

The vendor must comply with all state and local health, safety, fire regulations and any and all orders of the health department or body having jurisdiction.

If the vendor chooses to use College equipment, the vendor indemnifies, defends and holds harmless the College from any claims, liabilities, damages, injuries and costs, including legal

fees, resulting from use of this equipment. The College will insure that all equipment be current, reliable and meet all safety and operating standards of the industry.

Photos highlighting existing facilities are in Exhibit C.

14. REQUIRED CAPITAL INVESTMENT

None for the initial three-year period. Negotiable afterwards.

15. PERSONNEL

All personnel shall be thoroughly trained and qualified in the work assigned to them. They must be neatly attired and visibly identified as vendor's employee, with uniform and/or by identification tag.

The vendor shall cause all of its employees assigned to duty at the College premises to submit to periodic health examinations at least as frequently as required by law and to submit satisfactory evidence of compliance with all health regulations to the College upon request.

The vendor shall agree to maintain an adequate staff of employees for efficient operation and to provide adequate administrative supervision. Vendor personnel shall strictly adhere to College regulations relating to personal behavior, smoking, parking and others either presently in effect or as may, from time to time, be promulgated. All personnel of the vendor shall be subject to exclusion from the campus for conduct considered offensive to the College's administration.

All vendor personnel shall be employees of the vendor and shall not be deemed to be employees or agents of the College for any purpose.

The vendor personnel shall during normal operations and for catering events bus tables, clean spills, wash tables/chairs daily, return trays, empty trash containers into exterior dumpsters, mop floors in the kitchen area, and otherwise maintain a generally clean appearance in all dining areas and leave these areas in good condition after each day's operation. This includes cleaning equipment and all areas in the servery, cooking and food preparation area.

16. MANAGEMENT

The site manager must be approved by and acceptable to the College. The site manager will have regular contact with the Vice President Finance & Facilities (VPFF). When the site manager is not on campus, an alternate should be designated to act knowledgeably whenever problems arise. Either the site manager or alternate shall be present at all significant special functions involving catering services to direct food preparation, service and clean-up.

17. QUALITY CONTROL

Food products shall be processed and handled in strict accordance with all local, state and federal laws regulating same. The successful vendor will be expected to take such measures as are necessary to insure freshness and purity of food products dispensed, and will be responsible for filing all reports governing same.

18. SECURITY

The College assumes the responsibility of providing reasonable precautions to protect the kitchen, servery, dining area and any vendor property included therein. The vendor's designated employees shall be certain that all equipment has been turned off, windows closed, lights and fans turned off, and all doors locked when the cafeteria and café are closed. The College will provide all the appropriate keys.

The College reserves the right of access to all campus areas operated by the vendor for security and safety inspections.

19. TAXES

The College is exempt from Federal and State Sales Taxes involved in the completion of work under this contract. The vendor shall pay all employee-related social security and unemployment taxes and will be responsible for withholding taxes and any other local, State or Federal requirements. The vendor will be responsible for all licenses and permits.

20. INSURANCE

The vendor shall provide the following required insurance policies naming Raritan Valley Community College (including its' trustees, officers, employees, volunteers and agents) as Additional Insureds and a Certificate of Insurance evidencing these insurances shall be provided:

A. COMPREHENSIVE GENERAL LIABILITY INSURANCE

The minimum limit of liability shall be \$1,000,000 per occurrence and \$5,000,000 aggregate for bodily injury and property damage together with excess coverage or umbrella coverage with the same terms and conditions as the primary underlying coverage in an amount such that the primary and excess coverage or primary and umbrella coverage together equals or is greater than \$10,000,000. Said excess or umbrella policy shall contain a clause stating that it takes effect (drops down) in the event the primary coverage is impaired or exhausted.

The above required Comprehensive General Liability policy and excess or umbrella policy shall name Raritan Valley Community College, its officers and employees, as additional insureds.

The coverage to be provided under this policy shall be at least as broad as that provided by standard basic unamended and unendorsed Comprehensive General Liability coverage forms currently in use in the State of New Jersey, which shall not be circumscribed by an endorsement limiting the breadth of coverage. Moreover, such policy shall be endorsed so as to delete any exclusions applying to property damage liability arising from explosions or arising from damage to underground utilities and collapse of foundations.

The insurance policy will be endorsed to include contractual liability coverage, premises/operations coverage, products; completed operations coverage, broad form property damage coverage, independent contractors coverage and personal injury coverage and professional errors and omissions liability (Where Applicable).

B. COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

The policy shall cover owned, non-owned, hired vehicles, plus garage keeper's legal liability, with minimum limits of liability in the amount of \$1,000,000 per occurrence, as a combined single limit for bodily injury and property damage, together with excess coverage or umbrella coverage with the same with the same terms and conditions as the primary underlying coverage in an amount such that the primary and excess coverage or primary and umbrella coverage together equals or is greater than \$10,000,000. Said excess or umbrella policy shall contain a clause stating that it takes effect (drops down) in the event the primary coverage is impaired or exhausted.

C. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

Workers' Compensation insurance will be provided in accordance with the requirements of the laws of the State of New Jersey and shall include all states endorsement to extend coverage to any state, which may be interpreted to have legal jurisdiction. Employer's Liability Insurance will be provided with the following minimum limits:

- \$1,000,000 each accident
- \$1,000,000 disease each employee
- \$1,000,000 disease aggregate limit.

21. OTHER USES OF THE CAFETERIA

It is specifically understood that the College shall use the cafeteria dining area, from time to time, for such purposes as it sees fit. These might include registration, examinations, dances, lectures, meetings or other College approved functions. Appropriate set-up and clean-up will be undertaken by the College for such events.

22. INSPECTION

The cafeteria serving the kitchen areas shall be subject to inspection by the Branchburg Township, Somerset County or State Health Authorities and by the College. Discrepancies

found in violation of statutes or College regulations shall be corrected forthwith by the vendor or the College, whichever party has responsibility for the discrepancy. Copies of all health inspection reports shall be provided to the College by the vendor within one (1) working day of receipt.

23. FINANCIAL INFORMATION & PAYMENTS

The vendor will maintain detail information regarding sales and costs. Sales information by source, product (if available) and time period will be helpful in making decisions regarding potential changes in operations. When the College is billed for services rendered, it must be accompanied by a detailed itemization as to source of sales and nature of costs incurred during the billing period. College departments utilizing catering services will be presented with bill separately for their approval. These amounts will be included in the college's monthly remittance to the vendor.

The VPPF will explain the College's accounting system when convenient to the successful vendor. The College will pay invoices within 30 days of receipt.

The vendor shall also agree to allow its books and records to be subject to audit by the College and/or its public accountants at all reasonable times. An annual year-end statement of sales by source and costs is required.

24. PARKING

The College will provide two (2) parking spaces at the back of the kitchen for vendor usage. The primary College receiving area is next to the kitchen, making the receipt of foodstuffs and other supplies convenient.

25. MISCELLANEOUS INSTRUCTIONS & NOTIFICATIONS

All questions must be directed in writing to John Trojan, VP Finance & Facilities, via E-Mail: john.trojan@raritanval.edu or Fax: (908) 526-5235. Interested vendors may arrange a site visit by e-mailing Mr. Trojan per above or calling him at 908-526-1200 ext. 8203. Nest hours would be afternoons after 2:00 PM or any Friday.

Vendor acknowledges that this proposal and the award of a contract are governed by the County College Contracts Law N.J.S.A. 18A:64A-25.1 et seq., and that any legal challenges to the bidding process, the award or non-award of a contract, or the rejection of any bids, must be pursued before the College Board of Trustees in accordance with P.L. 1994 h. 48, Sec. 6(f). The challenge or objection must be presented by filing a petition with the Secretary of the Board of Trustees within ten (10) calendar days of the decision to award or not award a contract. Proceedings on the petition shall be governed by the Raritan Valley Community College Rules for Hearings before the College Board of Trustees, which rules may be obtained at the office of the Purchasing Agent.

The vendor must deliver two (2) copies of the bid to RVCC attention: John Trojan, VP Finance & Facilities. It is the sole responsibility of the vendor to insure that all bids are delivered on time. RVCC shall not be liable for any bids lost in transit.

The College reserves the right to retain all proposals for consideration for a period not to exceed sixty (60) days. The College reserves the right in its sole discretion to waive any insubstantial irregularities in the bidding procedures and further reserves the right in its sole discretion to permit insubstantial defects to be cured.

If awarded a contract your company/firm will be required to comply with the requirements of P.L. 1975 c.127 (N.J.A.C. 17:27).

Each bid proposal form must give the full business address, business phone, fax, e-mail, the contact person of the bidder, the bidder's Federal Tax Identification number, and be signed by an authorized representative as follows:

- Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
- Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
- Bids by sole-proprietorship shall be signed by the proprietor.
- When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

The vendor should be aware of the following statutes that represent the "Truth in Contracting" laws:

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

All interpretations, clarifications, and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder in their bid. RVCC's interpretations or corrections shall be final.

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE (P.L. 2004, c.57)

Effective September 1, 2004, P.L. 2004 c 57 requires that organizations or individuals doing business in New Jersey register with the New Jersey Department of the Treasury, Division of Revenue. All bidders must be registered before the bid opening date.

FORCE MAJEURE

No Party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion; act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

DEBARMENT AND SUSPENSION (Federal Executive Orders #12549 and #12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.'s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

Therefore, any contractor exceeding the minimum threshold must certify that they are not excluded from doing business with the government. Information on this can be found at <https://www.sam.gov/portal/public/SAM/##11>.

NEW JERSEY RIGHT TO KNOW ACT (N.J.S.A.34:5A-13)

The Worker and Community Right to Know Act requires New Jersey public employers to make information available to their employees who are exposed or potentially exposed to hazardous chemical substances in the work place. Therefore the successful bidder must comply with the following:

All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstract Service numbers (s) of all hazardous substances in the container,

and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s). (N.J.A.C. 8:59-5).

“Container” means a receptacle used to hold a liquid, solid or gaseous substance such as bottles, bags, barrels, cans, cylinders, drums and cartons. (N.J.A.C. 8:59-1.3)

Should you need assistance with labeling, please contact the NJ Department of Health and Senior Services right to know program for assistance in proper labeling. The number is (606) 984-2202.

In addition, a Material Safety Data Sheet (MSDS) should be forwarded to the Purchasing and Contracts Office for each substance stored on campus during the duration of the project. This MSDS will be added to our Central Right to Know file.

Raritan Valley Community College
2025 Campus Food Services Survey

1 - Overall, do the campus's current food service options meet your needs?

Response Option	Weight	Frequency	Percent	Percent Responses	Means
Yes	(1)	106	44.54%		1.55
No	(2)	132	55.46%		
				0 25 50 75 100	Question
Response Rate	Mean	STD			
238/241 (98.76%)	1.55	0.50			

2 - How many hours per week do you spend on campus?

Response Option	Weight	Frequency	Percent	Percent Responses	Means
Fewer than 5	(1)	15	6.25%		3.56
5 to 10	(2)	42	17.50%		
11 to 20	(3)	63	26.25%		
21 to 30	(4)	52	21.67%		
31 to 40	(5)	49	20.42%		
More than 40	(6)	19	7.92%		
				0 25 50 75 100	Question
Response Rate	Mean	STD			
240/241 (99.59%)	3.56	1.36			

3 - How important is it to you that RVCC offers food services at multiple locations on campus?

Response Option	Weight	Frequency	Percent	Percent Responses	Means
Not important	(1)	38	15.90%		2.26
Somewhat important	(2)	102	42.68%		
Very important	(3)	99	41.42%		
				0 25 50 75 100	Question
Response Rate	Mean	STD			
239/241 (99.17%)	2.26	0.71			

4 - Which of the following price ranges would you consider reasonable for purchasing a meal on campus?

Response Option	Weight	Frequency	Percent	Percent Responses	Means
Under \$5	(1)	20	8.30%		2.17
Between \$5 and \$10	(2)	160	66.39%		
Between \$10 and \$15	(3)	60	24.90%		
Over \$15	(4)	1	0.41%		
				0 25 50 75 100	Question
Response Rate	Mean	STD			
241/241 (100%)	2.17	0.57			

5 - Select the time slots during which it would be most important for the cafeteria to be open.

Response Option	Weight	Frequency	Percent	Percent Responses	Means
7 AM - 9 AM	(1)	88	36.82%		2.17
9 AM - 11 AM	(2)	130	54.39%		
11 AM - 1 PM	(3)	194	81.17%		
1 PM - 3 PM	(4)	181	75.73%		
3 PM - 5 PM	(5)	131	54.81%		
After 5 PM	(6)	90	37.66%		
				0 25 50 75 100	Question
Response Rate	239/241 (99.17%)				

Raritan Valley Community College
2025 Campus Food Services Survey

6 - Select the time slots during which it would be most important for the coffee shop to be open.

Response Option	Weight	Frequency	Percent	Percent Responses	Means
7 AM - 9 AM	(1)	186	78.81%		
9 AM - 11 AM	(2)	177	75.00%		
11 AM - 1 PM	(3)	139	58.90%		
1 PM - 3 PM	(4)	114	48.31%		
3 PM - 5 PM	(5)	104	44.07%		
After 5 PM	(6)	90	38.14%		
				0 25 50 75 100	
Response Rate	236/241 (97.93%)				

7 - What dietary restrictions do you have? (Select all that apply)

Response Option	Weight	Frequency	Percent	Percent Responses	Means
Vegetarian	(1)	19	8.05%		
Vegan	(2)	5	2.12%		
Kosher	(3)	6	2.54%		
Halal	(4)	11	4.66%		
Pescetarian	(5)	7	2.97%		
Food allergy	(6)	34	14.41%		
None	(7)	159	67.37%		
Other	(8)	24	10.17%		
				0 25 50 75 100	
Response Rate	236/241 (97.93%)				

8 - How often do you eat meat?

Response Option	Weight	Frequency	Percent	Percent Responses	Means
Beef - daily	(1)	24	10.13%		
Beef - weekly	(2)	155	65.40%		
Beef - not at all	(3)	25	10.55%		
Chicken - daily	(4)	66	27.85%		
Chicken - weekly	(5)	157	66.24%		
Chicken - not at all	(6)	9	3.80%		
Fish or other seafood - daily	(7)	14	5.91%		
Fish or other seafood - weekly	(8)	142	59.92%		
Fish or other seafood - not at all	(9)	43	18.14%		
Other	(10)	20	8.44%		
				0 25 50 75 100	
Response Rate	237/241 (98.34%)				

9 - Which of the following options would you like to see offered on campus? (Select all that apply)

Response Option	Weight	Frequency	Percent	Percent Responses	Means
Food from a variety of cultures	(1)	144	60.76%		
Healthy food options	(2)	180	75.95%		
Environmentally sensitive food options(e.g., organic)	(3)	79	33.33%		
Vegan or vegetarian options	(4)	71	29.96%		
Fresh food options	(5)	172	72.57%		
More customization options	(6)	108	45.57%		
				0 25 50 75 100	
Response Rate	237/241 (98.34%)				

Raritan Valley Community College
2025 Campus Food Services Survey

10 - Which of the following food items would you be most likely to purchase in the cafeteria?

Response Option	Weight	Frequency	Percent	Percent Responses	Means
Pizza	(1)	102	42.68%		
Paninis	(2)	109	45.61%		
Salads	(3)	141	59.00%		
Sandwiches with meat	(4)	125	52.30%		
Sandwiches without meat	(5)	53	22.18%		
Deli sandwiches (freshly prepared)	(6)	145	60.67%		
Hot dogs	(7)	32	13.39%		
Other or Not Applicable	(8)	41	17.15%		
				0 25 50 75 100	
Response Rate	239/241 (99.17%)				

11 - Would you support a non-meat/vegetarian/vegan day on campus?

Response Option	Weight	Frequency	Percent	Percent Responses	Means
Yes	(1)	190	80.51%		1.19
No	(2)	46	19.49%		
				0 25 50 75 100	Question
Response Rate	Mean	STD			
236/241 (97.93%)	1.19	0.40			

12 - How quickly do you think your food order should be ready?

Response Option	Weight	Frequency	Percent	Percent Responses	Means
Under 5 minutes	(1)	54	22.41%		1.91
5-10 minutes	(2)	160	66.39%		
11-15 minutes	(3)	22	9.13%		
Longer than 15 minutes is fine	(4)	5	2.07%		
				0 25 50 75 100	Question
Response Rate	Mean	STD			
241/241 (100%)	1.91	0.63			

13 - Are you satisfied with vending machines on campus?

Response Option	Weight	Frequency	Percent	Percent Responses	Means
Yes	(1)	126	52.94%		1.47
No	(2)	112	47.06%		
				0 25 50 75 100	Question
Response Rate	Mean	STD			
238/241 (98.75%)	1.47	0.50			

14 - If additional vending options were available with prepackaged foods, which of the following would you be interested in?

Response Option	Weight	Frequency	Percent	Percent Responses	Means
Soup	(1)	77	36.67%		
Yogurt	(2)	120	57.14%		
Salads	(3)	101	48.10%		
Sandwiches	(4)	126	60.00%		
Pasta/noodle items	(5)	86	40.95%		
				0 25 50 75 100	
Response Rate	210/241 (87.14%)				

EXHIBIT C

MAIN CAFETERIA

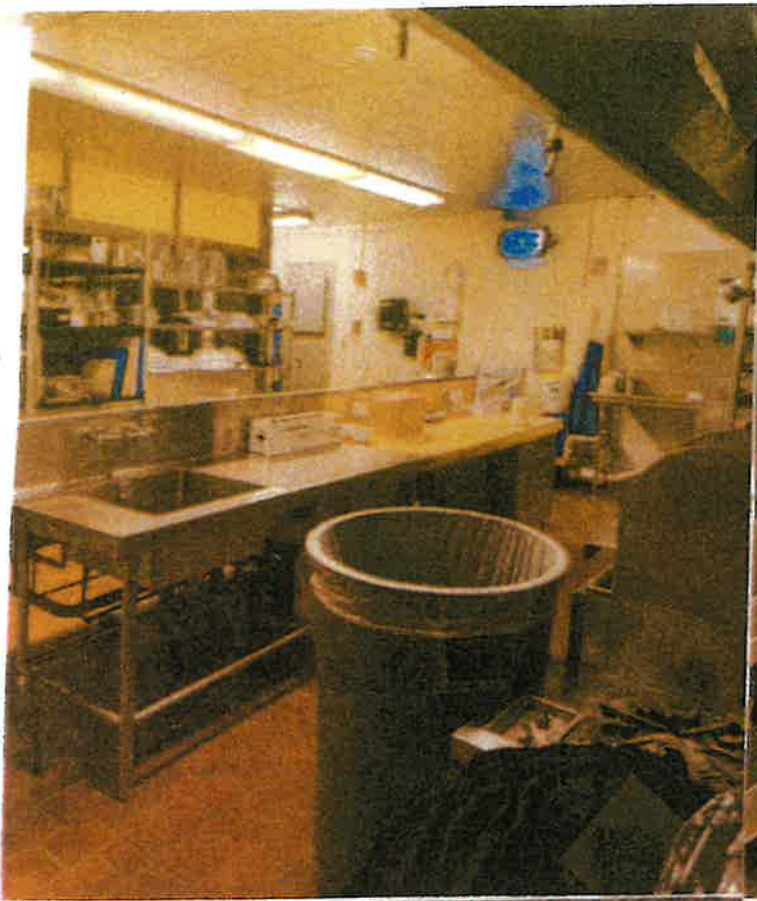
DINING ROOM



CAFETERIA SERVERY



KITCHEN BEHIND SERVERY



COFFEE BAR & SNACK STATION
FLOOR BELOW CAFETERIA



DELIVERY ENTRANCE / TRASH CONTAINERS

JUST OUTSIDE KITCHEN

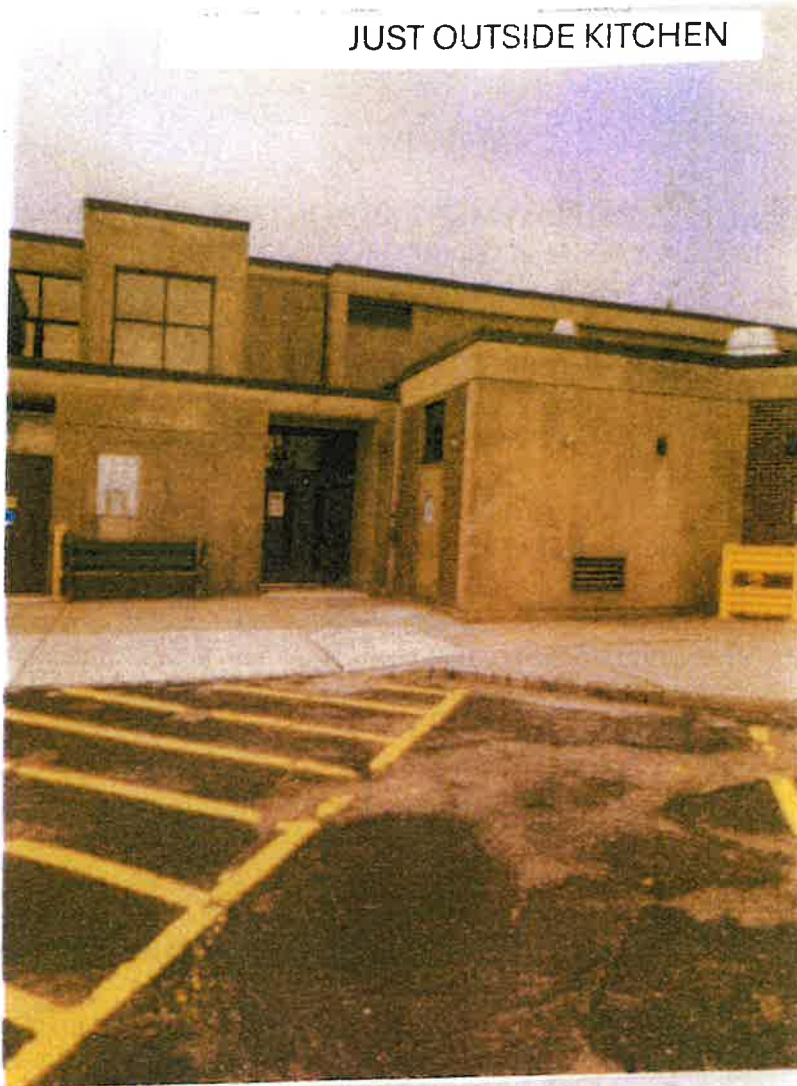


EXHIBIT D

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, 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 action 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, 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 applicable 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO 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 Contract Compliance and EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. § 12191 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER

from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

BIDDERS PREQUALIFICATION AFFIDAVIT OF NON-COLLUSION

STATE OF _____ }

ss.

COUNTY OF _____ }

RE: _____ for Raritan Valley Community College
(project, item, or service)

I, _____ of the City of _____

_____, in the County of _____

and the State of _____, of full age, being duly sworn

according to on my oath depose and say that:

I am _____ of _____,
(President, Partner, as applicable) (Name of Contractor)

the bidder making the proposal for the above named proposal for the above named project, item, or service, and that I executed the said with full authority so to do; 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 proposal and in this affidavit are true and correct, and made with full knowledge that Raritan Valley Community College relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon 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 Contractor

Signature of Authorized Officer

Address

Title

Subscribed and sworn to before me
this _____ day of _____, 20____

Affix Notary Seal:

(Notary Public's Signature)

AFFIRMATIVE ACTION AGREEMENT/Mandatory Language

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

To: Director of Purchasing
Raritan Valley Community College
118 Lamington Road
Branchburg, New Jersey 08876

This is to acknowledge receipt and understanding of the Affirmative Action Agreement mandatory language, Exhibit "A".

Name Signature

Address Title

Subscribed and sworn to before me
this day of , 20__
Affix Notary Seal:

Notary Public's Signature

**"IF AWARDED A CONTRACT YOUR COMPANY/FIRM WILL BE REQUIRED TO
COMPLY WITH THE REQUIREMENTS OF P.L. 1975 C.127 {NJAC 17:27}"**

Required Affirmative Action evidence must be one of the following:

1. **A Federal Affirmative Action Plan Approval**, which consists of a valid letter from the Office of Federal Contract Compliance Programs. (A photocopy of the Letter of Approval is to be submitted to the Public Agency.)
Or

2. **A Certificate of Employee Information Report** (A photocopy of the certificate is to be submitted to the Public Agency.)
Or

3. An **Affirmative Action Employee Information Report** (Form AA302, Copy marked Public Agency is to be submitted to the Public Agency.)

STATEMENT OF OWNERSHIP
(OWNERSHIP DISCLOSURE CERTIFICATION)

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

**This Statement Shall Be Included with
All Bid and Proposal Submissions**

Name of Business: _____

Address of Business: _____

Name of person completing this form: _____

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

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

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and

Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal.

Part I

Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- Partnership
- Limited Partnership
- Limited Liability Partnership
- Limited Liability Company
- For-profit Corporation (including Subchapters C and S or Professional Corporation)
- Other (be specific): _____

Part II

- I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

OR

- I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

Sign and notarize the form below, and, if necessary, complete the list below.
(Please attach additional sheets if more space is needed):

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:

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

- Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

- Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

AND

- Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

Subscribed and sworn before me this ____ day of _____

(Affiant)

_____, 20____.

(Notary Public)

(Print name of affiant and title if applicable)

My Commission expires:

(Corporate Seal if a Corporation)

**EXECUTIVE ORDER #34:
MINORITY AND WOMEN BUSINESS ENTERPRISES**

On September 15, 2006, Governor Corzine signed Executive Order 34 establishing a Division of Minority and Women Business Development at the State level. The Division is charged with administering and monitoring policies, practices and programs to ensure that New Jersey owned minority and women business enterprises (MWBE) are afforded an equal opportunity to participate in New Jersey's purchasing and procurement processes.

Governmental entities, including colleges, are required to report to the Division the ethnic and gender composition of the vendors with which we do business. Since you are doing business with RVCC, we are requesting the information below:

1. Company Name: _____
2. Is more than fifty percent (50%) of your company minority owned? YES NO
3. Is more than fifty percent (50%) of your company woman owned? YES NO
4. What is the ethnicity of the owner of your company: (Check All that Apply)

- African American _____
- Asian American _____
- Caucasian American Female _____
- Hispanic American _____
- Multiple Ethnicities _____
- Native American _____
- Non-Minority _____
- Unspecified _____

Raritan Valley Community College is required to solicit the foregoing information. Your response, however, is **strictly voluntary**. Please be advised that any contracting decisions made by Raritan Valley Community college will **not** be influenced in any way by your decision to provide the above information.

VERIFICATION OF ASSUMED, TRADE, OR FICTITIOUS NAMES OF BIDDERS

Any prospective bidder transacting business in the State of New Jersey under an assumed name, trade name, or corporate fictitious name must, as a condition precedent to the acceptance of a bid on a project, item, or service, present to Raritan Valley Community College verification of authorization to use such assumed, trade, or fictitious name. Such verification shall be in the following form:

1. Assumed names, trade names, or use of designator “and Company” or “& CO.” (individuals, partnerships, proprietorships): A copy of the certificate or statement certified by the County Clerk in who’s office it was filed, or by the Secretary of State. N.J.S.A. 56:1-1 t 1-5.
2. Corporate fictitious names: A certified copy of the certificate approved by the Secretary of State. N.J.S.A. 14A:2-2.1.

The undersigned certifies that the bidder has complied with the section of these instructions to bidders entitled “Verification of Assumed, Trade, or Fictitious Names of Bidders”, if such assumed, trade, or fictitious name is used by bidder.

Name of Contractor

Signature of Authorized Officer

Address

Title

Subscribed and Sworn to before me
this day of , 20__

Affix Notary Seal:

(Notary Public’s Signature)



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



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).