

# **Custodial, Maintenance, Grounds and Management Services Contract**

This Management Services Agreement ("Agreement") is made and entered into as of this 1st day of July, 2022, by and between Franklin Lakes BOARD OF EDUCATION ("District") located at 490 Pulis Avenue Franklin Lakes, N.J. 07417 and ARAMARK MANAGEMENT SERVICES LIMITED PARTNERSHIP ("Contractor") with offices located at 2400 Market Street Philadelphia, PA 19103, who agree as follows:

1. **Purpose of Agreement.** The Contractor is a provider of Custodial, Maintenance, Grounds and Management Services. This Agreement sets forth the terms and conditions upon which District retains the Contractor to manage and operate the Services at the Premises.
2. **Independent Contractor.** The Contractor shall be an independent contractor and shall retain control over its employees and agents. Contractor shall not act as or be the District's agent, partner or joint venturer. The Contractor is employed to render the services only as specified in the Agreement, and any payments made by the District are compensation solely for such services rendered.
3. **Agreement.** The entire Agreement shall consist of this Agreement, the Request for Proposals (RFP) dated May 27, 2022, as amended, the Contractor's proposal response dated June 16, 2022, and other documents specifically incorporated by reference. The Contractor agrees to abide by all terms and conditions of the documents as referenced above.

The Contractor hereby acknowledges that it has read the Contract Documents comprising the Agreement and has full knowledge of the terms and conditions and all other requirements contained therein.

4. **Duties.** The Contractor shall provide the services in strict accordance with the requirements set forth in the RFP. The Contractor shall comply with, and require that anyone providing the Services on behalf of the Contractor comply with, all applicable requirements of Local, County, State and Federal authorities, all applicable Local, County, State and Federal laws, rules, ordinances, regulations and codes and all Board policies, now or hereafter in force and effect to the extent that they directly or indirectly bear upon the subject matters of this Agreement. The Contractor and anyone providing the Services on behalf of the Contractor shall, comply with all such authorities, including but not limited to: (a) New Jersey Worker and Community Right to Know/Understand Law, N.J.S.A. 34:5A-1 et seq., and N.J.A.C. 8:59-2 et seq.; (b) the anti-discrimination provisions of N.J.S.A. 10:2-1 et seq., the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27-1.1 et seq., N.J.A.C. 6:4-1.6, as recodified in N.J.A.C. 6A:7-1 et seq., Title VII of the Civil Rights Act of 1964 and Title 11 of the Americans With Disabilities Act of 1990; and (c) the conflict of interest standards of New Jersey School Ethics Act N.J.S.A 18A:12-21 et seq.
5. **Term of Agreement.** The term of this Agreement is for five (5) years and is subject to the provisions of Section 14 to this Agreement and annual appropriations of sufficient funds to meet the extended obligation. The five (5) years of the Agreement shall commence on July 1, 2022 and continue until June 30, 2027 ("Term").
6. **Compensation.** In consideration of the Contractor's performance of its obligations under this Agreement, District shall pay the Contractor a Contract Price for each Fiscal Year.

- A. The Contract Price for the period of July 1, 2022 through June 30, 2023 shall be One Million, Five Hundred Ninety-Eight Thousand, Three Hundred Sixty-Nine Dollars and Forty-One Cents (\$1,598,369.41).
- B. The Contract Price for the period of July 1, 2023 through June 30, 2024 shall be One Million, Six Hundred Forty-Six Thousand, Six Hundred Forty-Eight Dollars and Twenty-Eight Cents (\$1,646,648.28).
- C. The Contract Price for the period of July 1, 2024 through June 30, 2025 shall be One Million, Seven Hundred Six Thousand, Two Hundred Twelve Dollars and Seventy-Four Cents (\$1,706,212.74).
- D. The Contract Price for the period of July 1, 2025 through June 30, 2026 shall be One Million, Seven Hundred Sixty-Two Thousand, Eight Hundred Thirty-One Dollars and Eighty Cents (\$1,762,831.80).
- E. The Contract Price for the period of July 1, 2026 through June 30, 2027 shall be One Million, Eight Hundred Twenty Thousand, Two Hundred Eighty-Eight Dollars and Sixteen Cents (\$1,820,288.16).

7. District Direct Charges. The following charges have been made part of the Contractor's Compensation as detailed in paragraph 6 and shall be credited back to the District monthly off of the Contractor's Compensation.
- A. On-Going Contract Monitoring. The following charge for On Going Contract Monitoring has been made part of the Contractor's Compensation as detailed in paragraph 6 and shall be credited back to the District monthly from of the Contractor's Compensation. Annually, this credit equals Thirteen Thousand Two Hundred Dollars (\$13,200.00). On July 1<sup>st</sup> of each year the charge and therefore the credit for Monitoring may increase equal to the amount of the percentage of the Contractor's increase each year.
8. Installment Payments. The Contractor shall bill the District its portion of the Total Contract Price in monthly duly certified invoice and shall provide its certified payroll. The Contractor shall apply, with each invoice, the total amount charged to the District as a credit for Contract Monitoring to the invoice for the District as the District will be paying the contract monitor. The District will pay all invoices from the Contractor within thirty (30) days of receipt of a properly completed and certified invoice and supportive documentation (certified payroll, etc.) submitted ten (10) days prior to the current month's School Board meeting. In no event shall the Contractor be entitled to interest on any overdue payment.
9. Audit and Inspection. The Contractor agrees to maintain and have available for audit and inspection, all books, records and documents pertaining to the Services provided under this Agreement and shall agree to retain all such books, records and documents for a period of five years from the date of final payment. The Contractor agrees to provide copies of all requested documents to the Board and the NJ State Comptroller upon request.
- All records and accounts pertaining to this contract are to be kept available for inspection by representatives of the District in accordance with the applicable School District Retention Schedule promulgated by the New Jersey Division of Archives and Records Management. Any and all records, progress reports, notes and other documents related to the provision of the Services shall be owned by the Board and immediately provided to the Board upon request. If during the course of the contract, the work performed does not meet the requirements set forth in the contract, the Contractor shall correct or modify the work to comply with the contract requirements and the District.
10. Contract Price Adjustments.
- A. Changes in Services. In the event that the District were to add or decrease square footage, staff or supervisory responsibilities, or any additional increase or decrease in staffing costs and supplies, the contract price shall be adjusted based upon the costs and percentages for benefits, payroll taxes, management fees and supplies as submitted in Proposal Form A which is attached hereto and made a part hereof with full consideration being given to the level of service and scope of work required by the District. Any changes the Contract Price and Installment Payment must be duly approved, in writing, by the District prior to the change. Any price increases must be approved by resolution of the Board of Education.
- B. Supplemental Billing. District related overtime shall be included within the Contractor's pricing. However, there may be occasions when a school or schools are rented to an outside entity not affiliated with the District or the District may require additional summer custodial labor. Should the Contractor be required by the District to provide coverage outside of regularly scheduled coverage for school and non-school district-related events, as well as additional summer labor, and if approved by the District, the Contractor may submit a supplemental bill to the District for that coverage. The District may also direct the Contractor to direct the bill for these services to an outside entity not affiliated with the District. The billing shall be based upon the wage rates, benefit percentages (if applicable), payroll taxes percentages and management fee percentage as detailed in Proposal Form A Pricing. If the wage rate paid is less than the contractual average as stated on Proposal Form A Pricing, then the Contractor will base the supplemental bill on the actual wages and the benefit percentages (if applicable), payroll taxes percentages and management fee percentage as detailed in Proposal Form A Pricing. No other mark ups shall be allowed. No bill for supplemental services shall be approved unless the services are authorized in advance by the District.
11. Insurance. Insurance coverage and indemnification of the District shall be as required by the RFP at Section II paragraph K. Notwithstanding the foregoing, if any term of this provision or the application hereof to any person or circumstance shall, to any extent or for any reason be invalid or unenforceable, the remainder of this provision and the application of such term within this provision to any person or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each remaining term of this provision shall be valid and enforceable to the fullest extent permitted by law.

12. Indemnification. The Contractor agrees to indemnify, save and hold harmless the Board of Education, its departments, agencies, board, officers, officials, agents, servants, administrators and employees, indemnified parties from and against any and all claims, demands, suits, damages, liability costs and expenses of any type whatsoever, including reasonable attorney's fees and other costs arising out of or resulting from or in any way related to the Contractor's performance of this Agreement including, but not limited to any personal injury or property damage, resulting from acts or omissions, whether negligent, intentional or unintentional or willful misconduct on the part of the Contractor, the Contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract whether such liability is direct or vicarious. Contractor further agrees to indemnify any and all indemnified parties for their own negligence, regardless of whether such negligence is responsible wholly or in part for the damages suffered or in the case of lawful termination of the contract by the District. The District may defend itself at the Contractor's expense from any claim or lawsuit whatsoever that may arise as described in this paragraph or the District may elect to have the Contractor provide the District with a defense at the Contractor's expense. This provision shall be construed as broadly in favor of indemnification as permitted by New Jersey law and shall survive termination of this Agreement.

13. Notice. Any notice or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:

To District: Franklin Lakes Board of Education  
Attention: Ms. Trenae Lambkin,  
490 Pulis Avenue  
Franklin Lakes, NJ 07417

To the Contractor: Aramark Management Services Limited Partnership  
Attention: Vice President and Chief Financial Officer, Aramark Education (K-12)  
2400 Market Street  
Philadelphia, PA 19103

or to such other persons or places as either of the parties may hereafter designate in writing. All such notices shall be effective when received.

14. Contract Termination

- A. Termination for Cause. If either party fails to comply with any of the obligations required of it in this contract, written notice specifying the failure must be provided to the breaching party. If the party fails to remedy and cure such failure within fifteen (15) days, then the non-breaching party shall have the right to terminate the contract immediately upon giving an additional thirty (30) days prior written notice of that intention.
- B. Termination for Convenience. Any time after one (1) year, either party may terminate this Agreement at any time upon giving ninety (90) days' prior written notice to the other party.
- C. Notwithstanding the above, the Contractor shall not be relieved of liability to the District for damages sustained by the District by virtue of any breach of this Agreement by the Contractor in addition to the District's other remedies, and the District may withhold any payments to the Contractor for the purpose of compensation until such time as the exact amount of damages due the District from the Contractor is determined.

15. Affirmative Action Compliance. The Contractor agrees to comply fully with the requirements of P.L. 1975, c. 127, and all implementing regulations there under, all as amended and supplemented from time to time. The mandatory language of the regulations, attached as Attachment A, is incorporated herein by reference.

16. Affirmative Action Report. The Contractor has attached to this Agreement a copy of one of the following affirmative action forms, as mandated by law (*N.J.A.C. 17:27-4.3*) for all parties contracting with any public agency in the State of New Jersey:

**(Place an "x" to indicate the form attached.)**

- a. Proof of federally approved or sanctioned affirmative action program, or
- b. Certificate of Employee Information Report, or
- c. A completed form AA302 - Initial Employee Information Report.

If the Contractor is attaching a completed copy of Form AA302, the Contractor certifies as follows:

The Contractor certifies that he or she has never before applied for a Certificate of Employee Information Report in accordance with rules promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time; and agrees to submit immediately to the Affirmative Action Office a copy of the Initial Employee Information Report.

17. Anti-Discrimination (N.J.S.A. 10:2-1) requires the following provisions to be included in each contract:

- A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no Contractor, nor any person acting on behalf of such Contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- B. No Contractor, subcontractor, nor any person acting on his behalf of such Contractor shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- C. There may be deducted from the amount payable to the Contractor by the contracting public agency, under this contract, a penalty of \$ 50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- D. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the Contractor from the contracting public agency of any prior violation of this section of the contract.

18. New Jersey Business Registration Certificate and Use Tax Requirements. (N.J.S.A. 52:32-44)

The Contractor has attached to this Agreement a copy of the Contractor's New Jersey Business Registration Certificate (BRC). The Contractor shall maintain and submit to the District a list of subcontractors (if any) and their addresses, which shall be updated from time to time, as needed, during the course of this Agreement.

Before final payment under this Agreement is made by the District, the Contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of this Agreement, or shall attest that no subcontractors were used.

For the term of this Agreement, the Contractor and each of its affiliates, and any subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g) (3)), shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, under the terms of this Agreement.

NOTE: A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

19. Harassment, Intimidation and Bullying. Pursuant to N.J.S.A. 18A:37-13 et seq., all contracted service providers, defined as any organization that is a party to a contract or agreement for services with the District, and all employees of contracted service providers are required to comply with the provisions of the District's anti-bullying policy. Contracted service providers and its employees shall verbally report any act of harassment, intimidation or bullying of a student on the same day on which the act was witnessed, or on the same day on which reliable information that a student has been subject to harassment, intimidation or bullying was received, and shall report the same in writing within two (2) school days. All verbal and written reports of harassment, intimidation or bullying of a student shall be made to the school principal or to any school administrator or safe schools resource officer.

Reports may be made anonymously in accordance with the reporting procedure as set forth in the anti-bullying policy. The District shall provide to all contracted service providers and its employees a copy of the District's anti-bullying policy and information regarding the policy.

20. Severability. If any term or provision of this Agreement or the application hereof to any person or circumstance shall, to any extent or for any reason be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to any person or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
21. Amendments to Agreement. All provisions of this Agreement shall remain in effect throughout the term hereof unless the parties agree, in a written document signed by both parties, to amend, add or delete any provision. This Agreement contains all agreements of the parties with respect to matters covered herein, superseding any prior agreements and may not be changed other than by an agreement in writing signed by the parties hereto.
22. Assignment. The rights of the Board or Contractor under this Agreement are personal to each party, and neither party shall assign, transfer, hypothecate or otherwise assign its rights, money to come due or delegate its duties under this Agreement, whether voluntarily, involuntarily or by operation of law, without the prior written consent of the other party to this Agreement.
23. Dispute Resolution. Any and all claims, disputes or other matters in question between the Board and Contractor arising out of or relating to this Agreement or alleged breach thereof, shall be subject to and determined by a court of competent jurisdiction venue in Bergen County, New Jersey. Each party waives and agrees not to assert any defense that the court lacks jurisdiction, venue is improper, inconvenient forum or otherwise.  
  
The Contractor hereby irrevocably waives its rights to trial by jury in any action arising out of or relating to this Agreement. This waiver does not apply to personal injury actions or to any action in which another party, not bound by such a waiver, demands trial by jury. This waiver is knowingly, intentionally and voluntarily made by Contractor.  
  
If a dispute arises between the Board and any entity or individual to whom the Board is bound to the arbitration of such disputes, then the Contractor agrees that the Contractor can be joined as a party to such arbitration with respect to matters related to that arbitration. All disputes, which exist only between the Board and the Contractor, or among the Board, the Contractor and others as to which the Board is not bound to the arbitration of disputes, shall be subject to the provisions of this section
24. Order of Precedence. In the event any provision of this Agreement conflicts in whole or in part with Contractor's proposal, the inconsistency shall be resolved by an interpretation which is most favorable to the District and which imposes the greater obligation upon Contractor. In the event the inconsistency cannot be resolved in such a manner, the provisions of this Agreement shall control. Contractor's proposal shall not be construed to impose duties or obligations on District beyond those set forth in this Agreement.
25. Entire Agreement. The Agreement, as defined in paragraph 3 above, constitutes the entire understanding and agreement of the parties concerning the matters contained herein, and supersedes and replaces any prior or contemporaneous oral or written contracts or communications concerning the matters contained herein.
26. Governing Law. This Agreement shall be governed, construed and interpreted in accordance with the law of the State of New Jersey as it applies to contracts made and performed in New Jersey. The Superior Court of the State of New Jersey, in the County of Bergen, shall have jurisdiction to hear and determine any claim or disputes pertaining directly or indirectly to the Agreement or to any matter arising there from. Each of the parties hereby expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced by the other in such court.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first written above.

FRANKLIN LAKES BOARD OF EDUCATION

ARAMARK MANAGEMENT SERVICES PARTNERSHIP

Attest:

Attest:

By: \_\_\_\_\_

Trenae Lambkin,  
Business Administrator

By: \_\_\_\_\_

Katherine Tracy  
Vice-President, Finance

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# **Attachment A - MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

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

## **GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

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

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

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

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

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at: [http://www.state.nj.us/treasury/contract\\_compliance/](http://www.state.nj.us/treasury/contract_compliance/)).

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

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

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

SIGNATURE \_\_\_\_\_ NAME \_\_\_\_\_

DATE \_\_\_\_\_ TITLE \_\_\_\_\_