



# PATERSON PUBLIC SCHOOLS



## DEPARTMENT OF PURCHASING

90 Delaware Avenue, 4<sup>th</sup> floor, Paterson, NJ 07503

Telephone: (973) 321-0726

Website: [www.paterson.k12.nj.us](http://www.paterson.k12.nj.us)



# INVITATION TO BID

## 2024-2025 SCHOOL YEAR

Bid Title:	FOOD SERVICE SUMMER PROGRAM
Bid Number:	PPS-319-25
Bid Opening/Due Date & Time:	<b>MAY 16, 2024 AT 11:00 AM</b>
Bid Opening Place:	LIVESTREAM - ZOOM



Issue Date: **MAY 1, 2024**

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## **ETHICS AND CONDUCT**

### **POLICY RELEASE**

The Paterson Public School District will comply with the New Jersey Public School Contracts Law, N.J.S.A. 18A:18A-1, *et seq.* The District shall not knowingly extend favoritism to any contractor. Orders shall be placed on the basis of quality, price and timely service. The District shall not solicit funds or materials from contractors. Employees shall not seek to procure goods and services for their own use using District's discounts or tax exempt status. No purchases will be made knowingly from a District employee or from a member of the immediate household of an employee.

The Department of Purchasing believes in the dignity of their office, the real worth of the service rendered by their governmental agency and strives to maintain high standards of ethics, conduct and service.

Public purchasing employees are required to maintain complete independence and impartiality in dealings with contractors, both in fact and in appearance, in order to preserve the integrity of the competitive process and to ensure there is a public confidence that contracts are awarded equitably economically and in full compliance with Public School Contracts Law.

In order to avoid the possibility of any misunderstanding regarding compliance with the law and regarding any appearance of impropriety relative to the competitive process for awarding contracts, purchasing staff shall not accept anything of value offered from contractors.

### **SOLICITATION OR ACCEPTANCE OF GIFTS**

In accordance with the School Ethics Act, N.J.S.A. 18A:12-21, *et seq.*, no school district employee shall solicit, receive or agree to receive any compensation, reward, employment, gift, meal, honorarium, travel, reimbursement, or any other thing of value from any person, firm, corporation, association, partnership or business that is the recipient of, or a potential Bidder or, or applicant for any contract, professional services contract, or purchase order from the school district.

Any school district employee who violates the terms of the School Ethics Act will be subject to consequences which may include, but are not limited to, suspension, termination of employment, withholding of annual increments or demotion.

### **DOING BUSINESS WITH ONE'S AGENCY**

No employee of the District shall either directly or indirectly purchase goods and/or services for his own agency from any business entity of which their spouse or relative has a material interest.

### **UNAUTHORIZED COMPENSATION**

No employee of the District shall, at any time, accept any compensation, payment or thing of value when such employee knows, or with the exercise of reasonable care, should know that the compensation, payment or thing of value it was given to influence a vote or other action in which the officer or employee was expected to participate in his/her official capacity.

## **RELATIONS WITH CONTRACTORS**

The Board of Education shall maintain honest and ethical relations with contractors and shall guard against favoritism, improvidence, extravagance, and corruption in its contracting processes and practices.

The Board will not vote upon or award any contract in the amount of \$17,500 or greater to any business entity which has made a contribution reportable by the recipient under P.L. 1973, c. 83 (codified at *N.J.S.A. 19:44A-1, et seq.*) to a member of the Board of Education during the preceding one-year period.

Contributions reportable by the recipient under P.L. 1973, c. 83 (codified at *N.J.S.A. 19:44A-1, et seq.*) to any member of the school Board from any business entity doing business with the school district are prohibited during the term of a contract. The Commissioner shall take appropriate action for any violations.

When a business entity is a natural person, a contribution by that person's spouse or child that resides therewith, shall be deemed to be a contribution by the business entity. Where a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

The disclosure requirement set forth in section 2 of P.L. 2005, c. 271 (codified at *N.J.S.A. 19:44A-20.26*) also shall apply when the contract is required by law to be publicly advertised for bids.

This subsection shall not apply to a contract when a school district emergency requires the immediate delivery of goods or services and shall not apply to contributions made prior to the effective date of these regulations.

Legal Reference: *N.J.S.A. 19:44A-1, et seq.*; *N.J.A.C. 6A:23A-6.3*

# NJDA SUMMER FOOD SERVICE PROGRAM

## NOTICE TO BIDDERS NEWSPAPER BID ADVERTISEMENT



The Paterson Board of Education, an approved sponsor in the State of New Jersey invites the submission of sealed bids for prepackaged breakfast and lunch meals meeting program requirements as described in the bid specifications and contract. Bids containing dual prices for one meal type that are tied to a sponsor's ultimate level of meal service will be rejected. FSMC's submitting bids must be registered in the State of New Jersey to participate in the 2024 Program. These meals are to be served to 3420 (B) and 3500 (L) children in the Summer Food Service Program, Monday-Friday. Delivery is to be as per bid specifications and contract. Specifications and contract may be obtained as of May 1, 2024, from Paterson Board of Education (Purchasing Department) at 90 Delaware Ave, Paterson, NJ 07503.

Sealed bids, clearly marked on the outside envelope SFSP, along with a sample lunch are to be received by May 16, 2024, at 11:00 am at Paterson Board of Education (Purchasing Department).

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### **\*\* BOND REQUIREMENTS (to be added to notice if applicable)**

A bid bond in the amount of 10 (%) percent of the estimated total amount of bid must accompany the bid. The bid bond must be from a company listed in the current Department of Treasury Circular 570 certified to do business in New Jersey. No other type of bid bond is acceptable.

\*Percent cannot be less than 5 percent nor more than 10 percent of the amount of the bid.



### **Zoom Online Live Streaming**

The bid opening will be streamed live using Zoom. All potential bidders are to visit the board of education website and click on the link below pertaining to the Opening of Bids via Zoom Online Live Streaming.

Individuals may participate using the following link:

<https://us04web.zoom.us/j/871855428>

Meeting ID 871 855 428

PASSWORD: 5050

BY ORDER OF THE SCHOOL DISTRICT OF THE CITY OF PATERSON, ("DISTRICT" OR "PATERSON PUBLIC SCHOOLS"), COUNTY OF PASSAIC, STATE OF NEW JERSEY

Mr. Richard Matthews, School Business Administrator



**2023 Summer Food Service Program (SFSP)  
Total Meals Served Breakdown**

**Sponsor:** Paterson Board of Education

**Agreement #:** 31200008



June	# Breakfast	# AM Snack	# Lunch	# PM Snack	# Dinner

July	# Breakfast	# AM Snack	# Lunch	# PM Snack	# Dinner
	43,024		47,696		

August	# Breakfast	# AM Snack	# Lunch	# PM Snack	# Dinner
	21,536		21,856		

**RECEIVED**

**APR 12 2024**

**BY: \_\_\_\_\_**

**TO:** All Bidders  
**FROM:** Purchasing Department  
**RE:** **New Jersey Sales Tax**

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Local school districts, as political subdivisions of the State of New Jersey, are exempt from the New Jersey Sales and Use taxes, pursuant to Section 9(a) of the New Jersey Sales and Use Tax Act when purchasing items for their own use such as desks, chairs, office equipment, cleaning supplies, etc.

When purchasing items for the use of a local school district, an exempt organization certificate or number is not required.

When items are purchased for resale through a shop or store regardless of the purpose, the local school district must supply the Contractor with a valid New Jersey Resale Certificate (Form ST-3).

The local school district or any organization under the auspices of the local school district, purchasing items for resale through a shop or a store must be registered with the Division of Taxation as a contractor and have a New Jersey sales tax registration number assigned to them to legally purchase for resale. Sales tax must be collected on the sale of taxable items made in the shop or store.

When purchases for fundraising purposes are made of taxable items by school-affiliated groups, such as band groups, cheerleader groups, school clubs, etc., sales must be paid when making payments on behalf of the group. The subsequent resale of such items by the groups that are conducted for isolated or occasional fund raising purposes and not through a shop or store are not subject to sales tax.

**FEDERAL TAX ID #22600 2199W**

**STATE TAX ID #690220 151**



## **NJ SCHOOL DISTRICT - TAX EXEMPT**

New Jersey school districts are considered political sub-divisions of the State of New Jersey. Therefore, purchases, except purchases of energy, are exempt from NJ sales and use taxes pursuant to Section 9(a)(1) of the New Jersey Sales and Use Tax Act.

Click on the following link for a copy of the Technical Bulletin issued by the New Jersey Division of Taxation  
<https://www.state.nj.us/treasury/taxation/pdf/pubs/tb/tb49.pdf>

Please note the following:

***“ST-5 Exempt Organization Certificates are never issued to New Jersey government entities, including public schools.”***

***PTA/PTO’s and Private Nonprofit Schools qualify for exemption upon submitting an application to the Division of Taxation. They are granted an ST-5 Exempt Organization Certificate.***

***Non-Exempt School Groups such as booster clubs, teacher organizations and parent organizations may NOT use a school’s tax exempt status. (see bulletin for more details).***

***School Stores operated on a regular basis by a school district or PTA/PTO or other affiliated groups (more frequently than monthly), sales tax must be collected on taxable sales. (see bulletin for more details).***

**TO:** All Bidders  
**FROM:** Purchasing Department  
**RE:** **Unauthorized Purchase Orders**

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The District only recognizes purchases through the approved purchase order process.

All purchases are made by a written purchase order, with an authorized signature and purchase order number.

Please do not honor or accept any requests for goods and services unless the request is made through a written purchase order with an authorized signature and an assigned purchase order number.

Please alert our office at (973)-321-0726 if any employee attempts to place an order without an authorized purchase order.

Once a purchase order is received do not permit any employee to add items to the order.

The District will not be held responsible for any unauthorized orders or purchases.

The District will only recognize purchase orders signed by the Business Administrator or designee.

**TO:** All Bidders  
**FROM:** Purchasing Department  
**RE:** Business Registration Certificate

Pursuant to N.J.S.A. 52:32-44, Paterson Public School District is prohibited from entering into a contract with an entity unless the Bidder/proposer/Contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

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

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

During the course of contract performance:

- (1) the Contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the Contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the Contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the Contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

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 that 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 under a contract with a contracting agency.

### **Emergency Purchases or Contracts**

For purchases of an emergent nature, the Contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

## **GENERAL SPECIFICATIONS**

### **1. 1. SUBMISSIONS, MODIFICATIONS AND WITHDRAWAL OF BID:**

- 1.1** Sealed bids for the work described herein must be received (date & time stamped) by the Paterson Public School District, Department of Purchasing, 90 Delaware Avenue 4<sup>th</sup> Floor, Paterson, New Jersey 07503, prior to the date and time fixed for bid opening. Bidders are cautioned that reliance on delivery or mail services for timely delivery is at the contractor's risk. Failure on behalf of the Bidder to have his/her sealed bid reach the Department of Purchasing by the prescribed date and time will result in a return of the bid unopened and unread.
- 1.2** The advertising period includes the date for the receipt of bids, and the bid closing date and time. No bids will be opened prior to the date and time fixed for the bid opening and no bids will be opened after the closing date. Bids will be publicly opened and read aloud on the day and at the time and place specified in the advertisement/invitation to bid.
- 1.3** Bid pricing shall be submitted on the bid proposal form(s), and enclosed in a sealed envelope as provided by the Department of Purchasing. The name and address of the Bidder must be indicated on the envelope as well as the bid number as it appears in the advertisement/invitation to bid.
- 1.4** Under the terms of this invitation to bid, bids shall remain open for acceptance for sixty (60) days, and may not be withdrawn after the bid opening. Completion and submission of this bid by Bidders will indicate acceptance of this condition.
- 1.5** A Bidder may modify his or her bid by letter at any time prior to the scheduled closing date and time for the receipt of bids, provided that the communication is received by the Department of Purchasing prior to such closing time. A written confirmation of any modification signed by the Bidder must have been received by the Purchasing Department before the specified closing time for acceptance of bids. The confirmation shall be accompanied by a newly executed affidavit of non-collusion.
- 1.6** Electronic communications shall not reveal the basic bid price
- 1.7** A Bidder may withdraw his or her bid at any time prior to the bid opening only by a written letter of request (on the corporation's letterhead and signed by a corporate officer) to the Department of Purchasing. The right of withdrawal is lost after a bid has been opened. If an error has been made in the bid amount, request for relief may be in writing to the Department of Purchasing. An authorized corporate officer shall sign the written request. A determination of whether the Bidder will be released shall be at the discretion of the Department of Purchasing, which will issue its finding in five (5) working days of receipt of all pertinent information relating to such request for relief.
- 1.8** If the bid documents or conditions contain some untenable item or extremely expensive provision to which the contractor wishes to raise an objection, this must be done in writing with the purchasing agent no less than three business days prior to the bid opening . Such inquiries will have a response issued by addendum only.
- 1.9** Any and all bid challenges must be in writing pursuant to N.J.S.A. 18A:18A-15.

### **2. BOND REQUIREMENTS (See Technical Specifications)**

- 2.1** The Bidder shall provide a bid bond or certified check in the amount of 10% of the bid, but not in excess of \$20,000.00.

## **GENERAL SPECIFICATIONS**

### **3. PERFORMANCE BONDS (N.J.S.A. 18A: 18A-25): (See Technical Specifications)**

**3.1** The successful Bidder shall furnish within ten (10) business days after notice of contract award a Performance Bond in statutory form in an amount equal to one hundred percent (100%) of the initial 2-year total contract price as security for faithful performance of this contract. No contract shall be executed unless, and until the required performance bond is submitted to the District's Department of Purchasing, and the Surety must be presently authorized to do business in the State of New Jersey. The cost of all performance bonds required under this contract shall be borne by the successful Bidder. The performance bond must be legally effective as of the date the contract is signed. The bond must indicate the successful Bidder's name exactly as it appears on the contract.

### **3.2 CERTIFICATE FROM SURETY COMPANY (N.J.S.A. 18A:18A-25) (See Technical Specifications)**

Each Bidder must submit with his/her bid proposal a certificate from a surety company stating that the surety company will provide the Bidder with a performance bond in an amount equal to the amount of the contract (N.J.S.A. 18A:18A-25). Such surety company must be licensed and qualified to do business in the State of New Jersey. The certificate (Consent) of Surety, together with the power of attorney must be submitted with the bid proposal. Failure to submit the certificate (Consent) of Surety shall be cause for disqualification and rejection of the bid proposal.

### **4. CONSIDERATION OF BIDS:**

**4.1** Contracts will be awarded as stated in the Technical Specifications. The board of education shall award the contract or reject all bids within such time as may be specified in the invitation to bid, but in no case more than sixty (60) days, except that the bids of any bidders who consent thereto may, at the request of the board of education, be held for consideration for such longer period as may be agreed.

**4.2** The bid security of the unsuccessful Contractors (except the lowest three (3) Contractors) will be returned as follows:

**4.3** All bid security except the security of the three apparent lowest bidders shall, if requested, be returned after 10 days from the opening of the bids, Sundays and holidays excepted and the bids of such bidders shall be considered as withdrawn. Within three days after the awarding of the contract and the approval if the contractor's performance bond the bid security of the remaining unsuccessful bidders shall be returned to them forthwith, Sundays and holidays excepted.

**4.4** The District reserves the right to award the contract on the basis of single bid for the entire work, or on the basis of a separate bid and alternate, or any combination of separate bids and alternates.

**4.5** The District reserves the right to waive in its sole discretion minor informalities or non-material exceptions where such waiver is permitted by law.

**4.6** The District reserves the right to reject all bids when such rejection is in accordance with N.J.S.A. 18A:18A-22. The District also may reject the bid of any Contractor who, in its judgment, is not responsible or capable of performing the contract based upon financial capability, past performance, or experience pursuant to applicable law. A Contractor if so rejected may request a hearing before the Superintendent by filing a written notice.

**4.7** The contract shall be signed by all parties within the time limit set forth in the specifications, which shall not exceed 21 days, Sundays and holidays excepted, after the making of award. Upon his or her failure or refusal to comply in the manner and the time specified above, the District may either award the contract to the next lowest Contractor or re-advertise for new bids. In either case, the District may hold the defaulting Contractor and his or her surety liable for the entire surety amount.

## **GENERAL SPECIFICATIONS**

### **5. AWARDS: (See Technical Specifications)**

**5.1** In executing the contract, the successful Contractor agrees to perform all work in accordance with the terms and conditions of the specifications and to complete all work within the number of calendar days specified in the contract.

**5.2** Successful Contractor may be notified of the time and place for the signing of contracts, essential requirements in the conduct of the contract, including, but not limited to, the number of days specified in the technical specifications for the performance of the contract, manner and schedule of payments, and other administrative details that will be reviewed at the award meeting.

### **6. AWARD OF CONTRACTS WHEN BIDS ARE EQUAL (N.J.S.A. 18A:18A-37(d)):**

**6.1** Whenever two or more responses to a request of a purchasing agent offer equal prices and are the lowest responsible bids, the District may award the contract to the Contractor whose response, in the discretion of the District, is the most advantageous, price and other factors considered.

### **7. LIQUIDATED DAMAGES (N.J.S.A. 18A:18A-41):**

**7.1** The District may take action under the terms and conditions of this agreement, to assess reasonable liquidated damages for the violation of any of the terms and conditions, or the failure of the Contractor to perform said contract or agreement in accordance with the specifications. The monetary amount, if any to be assessed, will be indicated in the Technical Specifications Scope of Work Section of this document.

### **8. BUY AGAINST PROCEDURE:**

**8.1** If the items or services to be provided under this agreement are not delivered or provided within the time specified, the District reserves the right to obtain such items or services or any part thereof from other sources via a buy-against procedure. Should the new price be greater than the contract price, the difference in cost; and in addition, re-advertisement and possible liquidated damages will be charged against the Contractor. Should the price be less than the contract price, the Contractor shall have no claim to the difference, but the re-advertisement cost and possible liquidated damages will be charged against the Contractor.

### **9. PROHIBITIONS: HOLD HARMLESS**

Contractors, with whom the District has an executed contract, may not subcontract any part of any work done for the District without first receiving written approval from the School Business Administrator. Contractors seeking to use subcontractors must first complete the Request for Subcontract Form as provided by the School Business Administrator.

In cases of subcontracting, the District shall only pay the prime Contractor. It is the sole responsibility of the prime Contractor to ensure that all subcontractors are paid. The District shall not be responsible for payments to subcontractors and shall be held harmless against any or all claims generated against prime Contractors for non payments to subcontractors.

### **10. NON-COLLUSION AFFIDAVIT**

A notarized Non-Collusion affidavit must be submitted with the bid.

### **11. CORPORATE OWNERSHIP DISCLOSURE (N.J.S.A. 52:25-24.2):**

**11.1** 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, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, 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 non-corporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

## **GENERAL SPECIFICATIONS**

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. Contained in this bid package is the FORM OF CORPORATE OWNERSHIP DISCLOSURE, which shall be completed by the bidder and attached to the bid.

### **12. AFFIRMATIVE ACTION REGULATIONS (N.J.S.A 10:5-31 et. seq.):**

**12.1** Contractors are required to comply with the State of New Jersey Affirmative Action Regulations (N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27). One of the following documents are due after notice of award, prior to signing the contract: Letter of Federal Approval, Certificate of Employee Information Report, or Complete AA302 Form.

### **13. BUY AMERICAN GOODS (N.J.S.A. 18A:18A-20):**

**13.1** Under the terms of this agreement, wherever available, and practical, the Contractor shall only use manufactured and farm products of the United States.

### **14. BRAND NAME OR EQUIVALENT (N.J.S.A. 18A:18A-15-d): (N/A)**

**14.1** The District may denote the use of brand names, as a standard quality required by the District. However, the law states that brand name or equivalent be used by local boards of education in their Invitations to Bid.

**14.2** All materials/supplies and/or equipment must conform to the specifications. The District may elect to return the sample or samples to the Contractor upon conclusion of the evaluation period.

### **15. NUMBER OF WORKING DAYS SPECIFIED (N.J.S.A. 18A:18A-19) (See technical Specifications)**

**15.1** All specifications for the doing of any work for the District shall have fixed in its detailed specifications, the date before which work shall be completed, or the number of days to be allowed for its completion.

### **16. DURATION OF CONTRACTS (N.J.S.A. 18A:18A-42): (See Technical Specifications)**

### **17. INDEMNIFICATION:**

**17.1** The Contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the District and its employees from and against any and all claims, suits, actions recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury to any person, body or property of any person or persons whatsoever, which may arise from or result directly or indirectly from the work and/or materials under this contract. This indemnification is not limited by, but is in addition to the insurance obligations contained in this agreement.

### **18. ESTIMATED QUANTITIES: (N/A)**

**18.1** Contractors shall bid on the estimated quantities that have been supplied in the detailed specifications. The amounts (estimated) listed in the detailed specifications shall not be exceeded except by change order. The maximum amount of the change order(s) shall not exceed one hundred twenty percent (120%) of the estimated contract price. All change orders must be approved by the Department of Purchasing prior to exceeding any estimated quantities.

### **19. LIABILITY – COPYRIGHT:**

**19.1** The Contractor shall hold and save the District, its officers, agents, servants, and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or non-copyrighted compensation, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract.

### **20. INSURANCE: (See Technical Specifications)**

### **21. DELIVERY:**

**21.1** Unless otherwise specified in this bid, all prices in bids are to be submitted FREE ON BOARD (F.O.B.), DESTINATION (PATERSON PUBLIC SCHOOLS). Bids submitted other than F.O.B. DESTINATION may not be considered. Regardless of the method of quoting shipments, the Contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the District using agency or Department of Purchasing.

## **GENERAL SPECIFICATIONS**

**21.2.** In all cases the transportation carrier is responsible for taking the material off or out of the delivery vehicle. The Contractor is responsible to the platform or loading dock for platform delivery, to the inside the building for inside delivery and to the designated area in the building for spotted delivery.

**21.3** The successful Contractor guarantees delivery within the times specified in the bid documents. Failure to deliver items in the prescribed time shall cause the District to impose assessments as per the schedule listed in the bid documents.

**21.4** Delivery times to all school buildings shall be from 8:30 a.m. to 4:30 noon, from Monday to Friday, except holidays.

### **22. REPORTING (N.J.S.A. 18A:18A-15): (N/A)**

**22.1** Should the cost of this contract for public work exceed \$20,000.00, the District, through its authorized agent, shall upon completion of the contract report to the department as to the Contractor's performance, and shall also furnish such report from time to time during performance if the Contractor is in default.

### **23. SUPPLIES AND MATERIAL CHARGES:**

**23.1** All material charges related to Time and Material Contracts, Material Contracts, or Supplies Contracts shall be percentages minus (-) the manufacturer's suggested retail price unless another specific criteria is listed in the technical specifications.

**23.2** The cost of supplies or materials will include shipping, handling, storage, overhead and profit. The successful Contractor shall supply copies of all invoices to justify material costs.

### **24. RIGHT TO KNOW:**

**24.1** All potentially hazardous materials or substances must be properly labeled in full accordance with the New Jersey Right To Know Law, N.J.S.A. 34:5A-1 et seq.

### **25. PAYMENTS:**

**25.1** The District will pay the Contractor within (90) days from the receipt of the appropriate documentation described herein the Scope of Work. This documentation includes: the Contractor invoice with the purchase order number included and the ITB number, the purchase order Contractor declaration (voucher) signed by the Contractor, and the receiving copy of the purchase order signed by a District employee indicating the goods or services that were provided by the Contractor were received and satisfactory. All payments are subject to approval of the Board at a public meeting..

Contractor will be paid on a monthly basis. For some construction and other projects payment schedules will be developed with the using department, but in no circumstance shall the Contractor be paid unless the services have been rendered.

- Invoices shall be detailed and itemized and must include, where applicable, hourly rates, detailed material charges, dates, locations where the work was performed, type of work performed and time.
- Each invoice submitted by the Contractor must be accompanied by an originally signed and dated voucher. In addition, the Contractor must indicate the amount they are requesting to be paid on the signed voucher, which must coincide with the corresponding invoice.

To ensure compliance with N.J.A.C. 6A:23A-1.1 et seq. and in the effort to avoid future audit findings, Accounts Payable will not process payment packets that do not comply with the above two bullets. Noncompliance documents will be returned which will result in a payment delay.

**ALL PAYMENT INQUIRIES SHALL BE DIRECTED TO PATERSON PUBLIC SCHOOLS, ACCOUNTS PAYABLE DEPARTMENT, (973) 321-0782/83/85/**



## **GENERAL SPECIFICATIONS**

### **26. ADDENDA AND INTERPRETATIONS**

No interpretation of the meaning of the specifications or other contract documents will be made to any Bidder orally. Every request for such interpretation shall be in writing and e-mailed to Maria Choy at [mchoy@paterson.k12.nj.us](mailto:mchoy@paterson.k12.nj.us). Questions should be asked in consecutive order, from beginning to end, following the organization of the ITB. Each question should begin by referencing the ITB page number and section number to which it relates. Any addenda to the specifications, will be issued to all prospective bidders no later than seven (7) business days, not including Saturday, Sunday and holidays, prior to the date fixed for the opening of bid proposals. Failure of the Bidder to receive such addendum or interpretation shall not relieve any Bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.

### **27. DEBARMENT, SUSPENSION, OR DISQUALIFICATION N.J.A.C. 17:19-4.1**

The District will not enter into a contract for work with any person, company or firm that is on the State Treasurer's List of Debarred, Suspended or Disqualified Contractors or the State Department of Labor, Prevailing Wage Debarment List.

### **28. TAXES:**

As a New Jersey governmental entity, the Board of Education is exempt from the requirements under New Jersey state sales tax (N.J.S.A. 54:32B-1 et seq.), and does not pay any sales or use taxes. Contractors should note that they are expected to comply with the provisions of said statute and the rules and regulations promulgated thereto to qualify them for examinations and reference to any and all labor, services, materials and supplies furnished to the District. Contractors may not use the Board's tax exempt status to purchase supplies, materials, service or equipment.

### **29. NOTICE (AUTHORIZATION) TO PROCEED (N.J.S.A 18A:18A-36(b))**

The Contractor, upon written request to the board of education, is entitled to receive, within seven days of the request, an authorization to proceed pursuant to the terms of the contract on the date set forth in the contract for work to commence, or, if no date is set forth on the contract, upon receipt of authorization. Authorization shall only be given to the Contractor in the form of an approved District purchase order. No word of mouth, phone, fax, e-mail, letter or other form of communication to proceed is a valid Notice to Proceed.

### **30. DEFERANCE TO TECHNICAL SPECIFICATIONS**

Any conflicting terms and conditions set forth in the Technical Specifications supersede these General Specifications.

### **31. STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE**

The Board also requires that each Bidder complies with the current **New Jersey Business Registration Certificate procedures**, pursuant to N.J.S.A. 52:32-44. See page eleven (11) of the bid specification for additional information.

## GENERAL SPECIFICATIONS

### 32. DISCLOSURE OF POLITICAL CONTRIBUTIONS

Pursuant to N.J.A.C. 6A:23A-6.3, business entities (contractors) entering into non-emergency contracts with public school districts, are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26), even when those contracts are publicly bid. N.J.S.A. 19:44A-20.26 provides that the contractor shall disclose contributions to:

- Any State, county, or municipal committee of a political party
- Any legislative leadership committee\*
- Any continuing political committee (a.k.a., political action committee)
- Any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

**Under the statute, the disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract.**

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

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

IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

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

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission, which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the Contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the Contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

## **GENERAL SPECIFICATIONS**

The Contractor is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.27. P.L. 2005, c271, s.3 PPS Policy #6361 states that: ("**Contributions [...] to any member of the school Board from any business entity doing business with the school district are prohibited during the term of a contract**"). Furthermore, it prohibits the district from engaging a prospective Contractor in any contract worth more than \$17,500 if that Contractor has contributed more than \$300 to a board member's campaign in the year prior to the one in which the Board votes upon or awards the contract.

*("The Board will not vote upon or award any contract in the amount of \$17,500 or greater to any business entity which has made a contribution [of more than \$300] to a member of the Board of Education during the preceding one-year period.")*

Accordingly, here in the District, current Contractors cannot contribute more than \$300 to the board election campaign of a candidate, and if a prospective Contractor contributes between \$300 and \$2,600 to a candidate, the candidate must report the contribution to ELEC, and the Board must wait one year before accepting the prospective Contractor's bid for a contract worth more than \$17,500.

### **33. PRE-BID CONFERENCE/MEETING (See Technical Specification)**

The pre-bid conference attendance is not mandatory, but it is strongly recommended. Failure to attend does not relieve the Bidder of any obligations or requirements. (N/A)

### **34. DOCUMENT RETENTION**

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

### **35. ANTI-DISCRIMINATION- (N.J.S.A. 10 :2-1)**

During the term of the contract the Contractor agrees that:

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

### **37 ANTI-BULLYING**

Pursuant to N.J.S.A. 18A:37-16, a contracted service provider who has witnessed, or has reliable information that a student has been subject to harassment, intimidation or bullying shall report the incident to the appropriate school official designated by the school District's policy, or to any school administrator or safe schools resource officer.

## GENERAL SPECIFICATIONS

### **38. PREVAILING WAGES (N.J.S.A. 34:11-56.25 et esq.) (N/A)**

Bidders shall comply with the State of New Jersey Prevailing Wage Act for public works, if applicable, and will be required to show proof of prevailing wages to any and all employees involved in the performance of this contract. Bidders are encouraged to contact the New Jersey Department of Labor, Prevailing Wage Rate Determination Office and request current copies of the Passaic County wage and benefits rates. The successful Bidder (Contractor) shall submit certified payrolls for public works, if applicable, to the Director of Facilities to obtain payment under the awarded contract. **Failure to submit certified payrolls for public works will result in the District withholding payments.**

### **39. NOTICE OF CLASSIFICATION (For Public Works exceeding \$20,000) (N.J.S.A. 18A:18A-26) (N/A)**

Each Bidder shall submit with his/her bid a copy of a valid and active pre-qualification/classification letter issued by the Department of Transportation or the Department of Treasury (Division of Building and Construction of the State of New Jersey) as appropriate to the nature of the bid. Any bid submitted to a school board under the terms of New Jersey Statutes not including a copy of a valid and active pre-qualification/classification letter shall be rejected as being non-responsive to bid requirements.

### **40. UNCOMPLETED CONTRACTS (For contracts exceeding \$20,000) N.J.A.C 17:19-2.13 (N/A)**

The Board also requires that each Bidder submit with his/her bid a **Certified Total Amount of Uncompleted Contracts** form as prescribed by law.

### **41. ASSIGNMENTS/SUBCONTRACTING:**

The Contractor shall not assign or subcontract the whole or any part of this contract without the prior written permission of the District. Any payments under this contract shall be paid to the primary Contractor. No payments will be made to the subcontractor. This may be adjusted by the technical specifications.

### **42. LIST OF SUBCONTRACTORS (N/A)**

If applicable, all Bidders shall submit a list of subcontractors specifying the dollar amount for each trade. (See attached form).

### **43. SUBCONTRACTING: Subcontractor Disclosure Statement (N/A)**

Pursuant to NJSA 18A:18A-18(b) any Bidder who bids for the overall contract and who will subcontract the following work:

- Plumbing and gas fitting work and all kindred work;
- Heating and ventilating systems and equipment;
- Electrical work
- Structural steel and ornamental iron work; Shall identify the subcontractor that will be used on the form provided.

### **44. QUALIFIED SUBCONTRACTORS (N/A)**

If the cost of the work done by the subcontractors exceed \$20,000.00, then said Contractor shall be qualified in accordance with article 6, N.J.S.A. 18A:18A-27 et. Seq. The Bidder shall supply proof that the subcontractor is qualified by submitting with the bid the subcontractor's:

- Notice of Classification
- Total Amount of uncompleted Contractors Form – Certified
- Contractor's Registration Certificate

### **45. AUDIT BY OFFICE OF THE STATE COMPTROLLER; N.J.A.C. 17:44-2.2**

Relevant records of private Contractors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).

The Contractor shall maintain all documentation related to products, transactions or services under contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

## **GENERAL SPECIFICATIONS**

### **46. CRIMINAL HISTORY BACKGROUND CHECK; N.J.S.A. 18A:6-7.1**

Bidders must comply with the following: A facility, center, school, or school system under the supervision of the Department of Education and board of education which cares for, or is involved in the education of children under the age of 18 shall not employ for pay or contract for the paid services of any teaching staff member or substitute teacher, teacher aide, child study team member, school physician, school nurse, custodian, school maintenance worker, cafeteria worker, school law enforcement officer, school secretary or clerical worker or any other person serving in a position which involves regular contact with pupils unless the employer has first determined consistent with the requirements and standards of this act, that no criminal history record information exists on file in the Federal Bureau of Investigation, Identification Division, or the State Bureau of Identification which would disqualify that individual from being employed or utilized in such capacity or position. An individual employed by a board of education or a school bus Contractor holding a contract with a board of education, in the capacity of a school bus driver, shall be required to meet the criminal history record requirements pursuant to section 6 of P.L. 1989, c.104 (C.18A:39-19.1). A facility, center, school, or school system under the supervision of the Department of Education and board of education which cares for, or is involved in the education of children under the age of 18 may require criminal history record checks for individuals who, on an unpaid voluntary basis, provide services that involve regular contact with pupils. In the case of school districts involved in a sending-receiving relationship, the decision to require criminal history record checks for volunteers shall be made jointly by the boards of education of the sending and receiving districts.

**\*\*\* END OF GENERAL SPECIFICATIONS \*\*\*\***



# **AFFIRMATIVE ACTION**

- **MANDATORY AFFIRMATIVE LANGUAGE**
  
- **AMERICANS WITH DISABILITIES ACT OF 1990**



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

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

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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 Div. of Contract Compliance & 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 Div. of Contract Compliance & 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**

**APPENDIX A  
AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability**

The contractor and the Paterson Public School District of the county of Passaic, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.



# **POLITICAL CONTRIBUTION DISCLOSURE FORM**

- **Contractor Instructions for School Districts**



## POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions For School Districts

Pursuant to N.J.A.C. 6A:23A-6.3, business entities (contractors) entering into non-emergency contracts with public school districts, are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26), even when those contracts are publicly bid. N.J.S.A. 19:44A-20.26 provides that the contractor shall disclose contributions to:

- Any State, county, or municipal committee of a political party
- Any legislative leadership committee\*
- Any continuing political committee (a.k.a., political action committee)
- Any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

**Under the statute, the disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract.**

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

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

IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

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

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission, which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the Contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the Contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

**Contractor Instructions For School Districts**

The enclosed Political Contribution Disclosure Form or a content-consistent facsimile (along with a signed cover sheet) must be submitted with the Contractor's bid and is disclosable to the public under the Open Public Records Act.

The Contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

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

**County Name: Passaic**

State: Governor, and Legislative Leadership Committees

Legislative District #: 35 State Senator and two members of the General Assembly per district.

**County:**

Freeholders  
Surrogate

County Clerk  
Registrar of Deeds

Sheriff

**Municipalities (Mayor and members of governing body, regardless of title):**

Bloomingtondale Borough	Passaic City	Wanaque Borough
Clifton City	Paterson City	Wayne Township
Haledon Borough	Pompton Lakes Borough	West Milford Township
Hawthorne Borough	Prospect Park Borough	Woodland Park Borough
Little Falls Township	Ringwood Borough	
North Haledon Borough	Totowa Borough	

**Boards of Education (Members of the Board):**

Bloomingtondale Borough	Passaic City	Totowa Borough
Clifton City	Passaic County Manchester Regional	Wanaque Borough
Haledon Borough	Passaic Valley Regional	Wayne Township
Hawthorne Borough	Paterson City	West Milford Township
Lakeland Regional	Pompton Lakes Borough	Woodland Park Borough
Little Falls Township	Prospect Park Borough	
North Haledon Borough	Ringwood Borough	

**Fire Districts (Board of fire Commissioners): None**



# Technical Specifications

For any questions regarding Technical Specifications please contact:

*Krystal Tanner, Executive Director, Food Services  
at ktanner@paterson.k12.nj.us*

For any questions regarding General Specifications please contact:

*Maria Choy, QPA, Purchasing Coordinator  
at mchoy@paterson.k12.nj.us*



SECTIONS
<ul style="list-style-type: none"><li>• SECTION 1 – INFORMATION TO BIDDERS</li><li>• SECTION 2 – SCOPE OF WORK</li></ul>



**FOOD SERVICE SUMMER PROGRAM, PPS 319-25**  
Technical Specifications - Section 1: Information to Bidders

**1. INTRODUCTION**

The purpose of this document is to secure the Food Service Summer Program, on as-per-needed basis, for the current school year from a qualified vendor.

**1.2 KEY EVENTS**

**1.2.1 Pre-bid Conference:** N/A

**1.2.2 Bid Opening:**

In order to be considered for award, the bid proposal must be received by the Paterson Public Schools, Department of Purchasing at the appropriate location by the required time. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE RIGHT PLACE WILL BE REJECTED. THE DATE, TIME AND LOCATION ARE:**

<b>DATE &amp; TIME:</b>	<b>MAY 16, 2024 @ 11:00 am</b>
<b>LOCATION:</b>	<b><a href="https://us04web.zoom.us/j/871855428">https://us04web.zoom.us/j/871855428</a> Meeting ID 871 855 428 PASSWORD: 5050</b>

The information required to be submitted in response to this invitation to bid has been determined to be essential in the bid evaluation and contract award process. Any qualifying statements made by the Bidder to the bid requirements could result in a determination that the bid is materially non-responsive.

**1.3 PROPOSAL DELIVERY AND IDENTIFICATION**

In order to be considered, a bid proposal must arrive at the Paterson Public Schools, in accordance with the instructions on the BID cover sheet. Bidders submitting proposals are cautioned to allow adequate delivery time to ensure timely delivery of proposals. State regulation mandates that late bid proposals are ineligible for consideration. **THE EXTERIOR OF ALL BID RESPONSE PACKAGES MUST BE LABELED WITH THE BID IDENTIFICATION NUMBER, FINAL BID OPENING DATE AND THE BUYER'S NAME.**

**1.4 NUMBER OF BID PROPOSAL COPIES (ONE ORIGINAL, ONE COPY, ONE COPY ON A USB)**

Each Bidder must submit **one(1) complete NON-BOUND ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. Each Bidder should submit **ONE (1) FULL, COMPLETE AND EXACT COPY AND ONE (1) COPY ON A USB** of the original. Bidders failing to provide the requested number of copies will be charged the cost incurred by the District to produce the requested number of copies. It is suggested that the Bidder make and retain a copy of its bid proposal.

**1.5 BIDDER RESPONSIBILITY**

The Bidder assumes sole responsibility for the complete effort required in this bid. No special consideration shall be given after bids are opened because of a Bidder's failure to be knowledgeable of all the requirements of this bid. By submitting a bid proposal in response to this bid, the Bidder represents that it has satisfied itself, from its own investigation, of all the requirements of this bid.

**FOOD SERVICE SUMMER PROGRAM, PPS 319-25**  
Technical Specifications - Section 1: Information to Bidders

**1.6 COST LIABILITY**

The District assumes no responsibility and bears no liability for costs incurred by Bidders before the award of the contract resulting from this bid.

**1.7 CONTENTS OF BID PROPOSAL**

The entire content of every bid proposal will be publicly opened and becomes a public record. This is the case notwithstanding any statement to the contrary made by a Bidder in its bid proposal. All bid proposals, as public records, are available for public inspection. Interested parties can make an appointment with the Purchase Bureau buyer to inspect bid proposals received in response to this BID.

**1.8 PRICE ALTERATION**

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to do so may preclude an award being made to the Bidder.

**2. DURATION OF CONTRACTS (N.J.S.A. 18A: 18A-42):**

The contractor shall provide the specified goods and services from July 8, 2024 to August 23, 2023

**3. ESTIMATED CONTRACT**

The Paterson Public School District estimates expenditures under this contract to be over the bid threshold of **\$44,000.00** during the TERM of the contract. The District reserves the right to increase or decrease this amount based upon need and funding during the term of the contract. A Bid Bond is required for (10%) percent of the estimated expenditures of \$713,798.00.

**4. BOND REQUIREMENTS**

A Bid Bond shall accompany each bid/proposal made payable to PATERSON PUBLIC SCHOOLS, equal to ten percent (10%) of the Estimated Contract (No. 5). However, in no case will this bid deposit or any combination thereof exceed twenty thousand dollars (\$20,000.00). **Bid Bond amount is \$20,000.00.** The Bid Bond must be from a company listed in the current Department of Treasury Circular 570 certified to do business in New Jersey. No other type of Bid Bond is acceptable.

**5. PERFORMANCE BOND (7CFR 225.15(m) (5))**

The Paterson Public Schools **will** require a performance bond for **10%** of **Contract Amount**. The Performance Bond must be from a company listed in the current Department of Treasury Circular 570 certified to do business in New Jersey. No other type of Performance Bond is acceptable.

**6. AWARD OF CONTRACT**

The Paterson Public School District must award the bid on the basis of total cost from the lowest responsive/ responsible bidder. The state reserves the right to award to multiple vendors on an item-by -item basis if this may result in a savings to the district or if no one vendor has bid on all items, or as defined under Section 2 of the technical Specifications.

**7. ACCEPTING ORDERS**

The contractor shall accept orders placed with an approved purchase order during the following business hours of 8:30 a.m. through 4:30 p.m., Monday through Friday, as a minimum.

**FOOD SERVICE SUMMER PROGRAM, PPS 319-25**  
Technical Specifications - Section 1: Information to Bidders

**8. SHIPPING AND DELIVERY CHARGES**

8.1 For locations with holding capabilities, vendor is responsible to bring shipment into the building's assigned refrigerator.

8.2 All charges for goods and services shall include shipping, delivery, handling, storage, overhead and profit.

8.3 The Paterson Public Schools will not pay labor rates for travel or material pick-up and delivery.

**9. ADDITIONAL BREAKFAST DELIVERY REQUIREMENTS**

9.1 Locations with holding capabilities will require Breakfast to be delivered the day before it is to be served. Potential bidders must include with their response a sample delivery ticket with DELIVERY DATE and BREAKFAST SERVE DATE printed on the ticket. **Failure to submit Sample Delivery Tickets with required date information may be basis for disqualification.**

**10. DELIVERY TIME**

Delivery times: see attached "Schedule A", **SUMMER FOOD SERVICE PROGRAM. Serving times are subject to change, therefore delivery times are to be adjusted accordingly.**

**11. MATERIAL APPROVAL**

No substitutions will be accepted without prior written approval of the Food Service Director or/his designee. Items delivered without prior approval will be returned at the contractor's expense.

No payment will be made until the Food Service Director or/his designee approves the goods and services delivered to the district.

**12. PAYMENTS:**

The District will attempt to pay vendors within sixty (60) days provided the appropriate documentation has been received. This documentation includes; the vendor invoice with the purchase order number included, the purchase order vendor declaration (voucher) signed by the vendor, and the receiving copy of the purchase order signed by a district employee indicating the goods or services that were provided by the vendor were received and satisfactory. All payments are subject to approval of the Board at a public meeting and may be delayed due to adjustments in the meeting schedule.

If applicable, vendor shall be paid on a monthly basis for scheduled continual maintenance services, technical services or other service agreements. For some construction and other projects payment schedules will be developed with the using department, but in no circumstance shall the vendor be paid unless the services have been rendered.

Invoices shall be detailed, showing location, items delivered and appropriate dates as indicated in 9.1. Meal periods on invoices cannot be combined. Breakfast and lunch shall be itemized separately on daily invoice. Monthly statements shall also reflect date, location and itemization of meals (number meals served).

To ensure compliance with 18A:19-3 and in the effort to avoid future audit findings Accounts Payable will not process payment packets that do not comply with any of the above. Noncompliance documents will be returned which will result in a payment delay. **Vendor must submit a sample copy of an invoice along with this bid.**

**13. FAILURE TO RESPOND**

In case of a failure to respond, Paterson School District reserves the right to solicit service from any other vendor. Should the successful bidder fail to respond to a service or emergency call within the specified time frame, the service and/or repairs will be completed at no charge to the Paterson School District.



**FOOD SERVICE SUMMER PROGRAM, PPS 319-25**  
Technical Specifications - Section 1: Information to Bidders

**14 ADDENDA AND INTERPRETATIONS**

No interpretation of the meaning of the specifications or other contract documents will be made to any Bidder orally. Notice of revisions or addenda to advertisements or bid documents shall be issued in accordance with N.J.S.A. 18A:18A-21c(1). Failure of any Bidder to receive such addendum or interpretation shall not relieve any Bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.

**15 QUESTION PROTOCOL**

Questions can be e-mailed to [mchoy@paterson.k12.nj.us](mailto:mchoy@paterson.k12.nj.us) in writing to the attention of the assigned Purchasing staff. Written questions should reference the bid. Questions should be asked in consecutive order, from beginning to end, following the organization of the bid. Each question should begin by referencing the bid page number and section number to which it relates. Short procedural inquiries may be accepted by telephone by the assigned purchasing staff. However, oral explanations or instructions given over the telephone shall not be binding upon the District. Bidders shall not contact the Using Department directly, in person, or by telephone, concerning this bid. **The cutoff for questions regarding this bid is MAY 6, 2024.**

**16. INSURANCE REQUIREMENTS**

The Contractor shall secure and maintain in force and effect for the term of this contract, liability insurance as provided below, unless revised in the technical specifications. The Contractor shall provide the District with current certificates for all coverage and renewals thereof, which must contain the provision that the insurance in the certificate shall not be cancelled for any reason except after thirty (30) days written notice to:

**PATERSON PUBLIC SCHOOLS**  
 DEPARTMENT OF PURCHASING, 4TH FLOOR  
 90 DELAWARE AVENUE, PATERSON, NJ 07503

1. Minimum Coverage:

<b>General Liability Insurance - Including personal injury, equipment &amp; property damage</b>	
Aggregate	\$5,000,000 – Annual Basis
Each Occurrence	\$ 1,000,000
Fire	\$50,000
Medical	\$5,000

<b>Automobile Liability – including personal injury and property damage</b>	
Combined Limit	\$ 1,000,000 - Annual Basis

<b>Worker’s Compensation &amp; Employer’s Liability</b>	
Each Accident	Statutory
Disease	Statutory

2. A Certificate of Insurance, which names the District as an additional named insured, shall be furnished the Board at the time the contract is signed.

\*\*\*\* END OF SECTION 1 – INFORMATION TO BIDDERS \*\*\*\*

**FOOD SERVICE SUMMER PROGRAM, PPS-319-25**  
**TECHNICAL SPECIFICATIONS – SECTION 2: SCOPE OF WORK**

**GENERAL CONDITIONS**

Item(s) under this section supersedes section 1 of the Technical Specifications.

Paterson Public Schools (PPS) requests bid proposals on SUMMER FOOD SERVICE PROGRAM for use in the Food Service Program as detailed in the following pages.

Return your proposal marked **“SUMMER FOOD SERVICE PROGRAM” PPS 319-25** to the listed location. Bids must be submitted by the date and time specified.

**PLEASE SUBMIT TWO (2) COPIES.**

PPS reserves the right to reject any bid which is not complete or which does not comply with the conditions and specifications set forth herein.

**AWARD CRITERIA**

PPS will award the bid based on the lowest price, best quality, student acceptance, and bid compliance.

**THIS BID WILL BE AWARDED AS A WHOLE.**

The bidder shall insert prices on the bid sheets. Prices shall not include local, state or federal taxes. Bidder shall insert a total price for each proposal being bid where indicated.

By submission of a bid, the bidder agrees with and represents to the Paterson Public Schools that all prices submitted in such bid are fixed and guaranteed for the bid period stated. Such prices will not be varied or changed.

Discounts offered will be taken into consideration by Paterson Public Schools when making the award.

Paterson Public Schools reserves the right to reject shipments that do not meet listed specifications.

**Please note the following additions to bid PPS-319-24**

- Meal samples must be submitted, at no charge to PPS, on or prior to the bid opening. **Breakfast meal sample must match Week 2, day 4 of Schedule C in bid. Lunch meal sample must match Week 2, day 4 of Schedule C in Bid. Samples that do not match may be cause for disqualification.** Each sample must be clearly marked with the name of the vendor submitting the sample. Please contact Maria Choy at (973) 321-0728 to arrange for sample submission.
- All components of the meal except milk shall be unitized in a package before delivery to site.
- Milk must be provided separately by vendor.
- In addition to the meal components, the following items must be provided by the vendor in the unitized container: 1 oz pc condiments (approximate weight) such as mayonnaise, mustard or salad dressing and a spork kit that consist of a spork utensil, a napkin, and a drinking straw.
- **Halal meals must be provided for designated locations.**
- **All vended meals must be produced in a certified USDA facility. Appropriate documentation of facility certification must be included in bid documents.**

**FOOD SERVICE SUMMER PROGRAM, PPS-319-25**

**TECHNICAL SPECIFICATIONS – SECTION 2: SCOPE OF WORK**

- All outdoor sites (parks) may cancel their daily activities due to inclement weather. Vendor will be notified via email or by phone by the Department of Food Services, no later than 7:00 A.M of all outdoor site cancellations for that day. No meals will be accepted at these locations if cancelled by 7:00 AM. PPS will not be responsible to pay for meals that are delivered to outdoor sites after 7:00 AM if said vendor is properly notified of cancellation on or before 7:00AM.
- At no additional cost to Paterson Public Schools, the vendor must provide bags of ice as requested to all sites.
- PPS reserves the right to add or delete sites as needed throughout the length of the contract. The Vendor will be given **24** hours' notice prior to any changes.
- PPS reserves the right to adjust meal counts as needed throughout the length of the contract. The Vendor will be given **24** hours' notice prior to any changes.
- PPS reserves the right to refuse and return damaged product and or incomplete meals that are deemed not reimbursable. PPS will notify the vendor within **48** hours to receive full credit.

**IMPORTANT**

**MODIFICATION OR ALTERATION OF BID SPECIFICATIONS MAY BE CAUSE FOR AUTOMATIC DISQUALIFICATION.**

**\*\*\*\*\* SEE ATTACHED SCHEDULES \*\*\*\*\***

**\*\*\*\* END OF SECTION 2 – SCOPE OF WORK \*\*\*\***



# **BID PROPOSAL AND REQUIRED DOCUMENTS**

**Submit one (1) original bid packet (stapled to cover),  
one (1) exact copy and one (1) Electronic Copy USB.**



# BID RETURN BOOKLET

Please Complete

Bid Title: \_\_\_\_\_

Bid Number: \_\_\_\_\_

Company Name \_\_\_\_\_

Check

**Bid Return Booklet**

If submitting a bid, kindly attach and staple all pages marked "Required Documents" to this page. **One (1) original, one copy, one (1) electronic copy (USB, FLASH DRIVE).**

Check

**No Bid**

If you do not wish to submit a bid at this time but would like to remain in the District Bidder's list, return this form to the Paterson Public School District.

Reason for not bidding: \_\_\_\_\_

Check

**Remove from List**

If you wish to be removed from the District's Bidder's list do not reply to this invitation to bid.

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

**ATTACH AND STAPLE ALL REQUIRED DOCUMENTATION TO THIS PAGE**

## BID RETURN

FAILURE TO SUBMIT THE FOLLOWING DOCUMENTS MAY BE CAUSE FOR DISQUALIFICATION FOR BEING NON-RESPONSIVE AND REJECTION OF THE BID. **Items listed in bold must be submitted at time of bid or bid will be rejected.**

### SUBMISSION CHECKLIST

#### PLEASE SUBMIT YOUR BID IN THE FOLLOWING ORDER:

Bid Proposal Form
Bid Security / Bid Bond: <b>10% of estimated contract not to exceed \$20,000.00</b>
Certificate of Surety (If Performance Bond is required for 25% of Contract Amount-7CFR 225.15(m)(5))
Statement of Ownership Disclosure
Affirmative Action Requirements (Form AA302 Form or current Employee Information Report) -Required for the successful Bidder
Equal Opportunity Language – Compliance Notice
New Jersey Business Registration Certificate, (FORM-BRC-(08-01) – provide prior to contract award
Non-Collusion Affidavit
Company Information Form
W-9 Form
Reference Sheet
Equipment / Prevailing Wage/Unauthorized Orders Certification Form
Political Contribution Disclosure Form
Acknowledgement of Addenda
Prohibited Activities In Russia and Belarus & Investment Activities In Iran - provide prior to contract award
Sample Delivery Ticket – Indicating serve dates

#### BID AND PERFORMANCE BOND REQUIREMENTS FOR THIS ITB

**Bid Bond Amount: \$20,000.00**

**Performance Bond: 10% of Contract Amount (7CFR 225.15(m)(5))**

The undersigned declares that he/she has read the specifications and included all items listed in the Checklist above.

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

**ATTACH AND STAPLE ALL REQUIRED DOCUMENTATION TO THIS PAGE**

**STATEMENT OF OWNERSHIP DISCLOSURE**

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

**This statement shall be completed, certified to, and included with all bid submissions. Failure to submit the required information is cause for automatic rejection of the bid .**

**Name of Organization:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

**Part I Check the box that represents the type of business organization:**

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)       Limited Liability Company (LLC)
- Partnership     Limited Partnership       Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II**

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**
- OR**
- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

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

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

**ATTACH AND STAPLE ALL REQUIRED DOCUMENTATION TO THIS PAGE**

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

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

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

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the Bidder/proposer; that the District is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the District to notify the District in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the District to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

**REQUIRED DOCUMENT- ATTACH AND STAPLE TO "BID RETURN BOOKLET" PAGE**



**AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS**  
**(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful Bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful Bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the Contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the Contractor in accordance with N.J.A.C. 17:27-4.

The successful Contractor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful Contractor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the Contractor copy is retained by the Contractor.

The undersigned Contractor 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.

The undersigned Contractor further understands that his/her bid shall be rejected as non-responsive if said Contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**REQUIRED DOCUMENT- ATTACH AND STAPLE TO "BID RETURN BOOKLET" PAGE**

## INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

**IMPORTANT:** READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM **AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.**

**ITEM 1** - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

**ITEM 2** - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

**ITEM 3** - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

**ITEM 4** - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

**ITEM 5** - Enter the physical location of the company. Include City, County, State and Zip Code.

**ITEM 6** - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

**ITEM 7** - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

**ITEM 8** - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

**ITEM 9** - Enter the total number of employees at the establishment being awarded the contract.

**ITEM 10** - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

**ITEM 11** - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

**Racial/Ethnic Groups will be defined:**

**Black:** Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

**Hispanic:** Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

**American Indian or Alaskan Native:** Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

**Asian or Pacific Islander:** Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillipine Islands and Samoa.

**Non-Minority:** Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

**ITEM 12** - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

**ITEM 13** - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

**ITEM 14** - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

**ITEM 15** - If the answer to Item 14 is "No", enter the date when the last Employee Information Report was submitted by this company.

**ITEM 16** - Print or type the name of the person completing the form. Include the signature, title and date.

**ITEM 17** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

### TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY(FEE IS NON-REFUNDABLE) TO:

NJ Department of the Treasury  
Division of Purchase & Property  
Contract Compliance Audit Unit  
EEO Monitoring Program  
P.O. Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

**STATE OF NEW JERSEY**  
Division of Purchase & Property  
Contract Compliance Audit Unit  
EEO Monitoring Program

**EMPLOYEE INFORMATION REPORT**

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: [https://www.nj.gov/treasury/contract\\_compliance/documents/pdf/forms/aa302ins.pdf](https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa302ins.pdf)

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		COMPANY E-MAIL
5. STREET	CITY	COUNTY
	STATE	ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY
	STATE	ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDDING CONTRACT		
	CITY	COUNTY
	STATE	ZIP CODE

Official Use Only	DATE RECEIVED	INAUG. DATE	ASSIGNED CERTIFICATION NUMBER

**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT**

JOB CATEGORIES	ALL EMPLOYEES	PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN														
		COL. 1	COL. 2	COL. 3	***** MALE*****						***** FEMALE*****					
		Total	Male	Female	BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN	2 OR MORE RACES	BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN	2 OR MORE RACES
Officials/Managers																
Professionals																
Technicians																
Sales Workers																
Office & Clerical																
Craftworkers (Skilled)																
Operatives (Semi-skilled)																
Laborers (Unskilled)																
Service Workers																
TOTAL																
Total employment From previous Report (if any)																
The data below shall NOT be included in the figures for the appropriate categories above.																
Temporary & Part-Time Employees																

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO.   DAY   YEAR
13. DATES OF PAYROLL PERIOD USED From: _____ To: _____		

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO   DAY   YEAR
17. ADDRESS NO. & STREET	CITY	COUNTY	STATE
			ZIP CODE
			PHONE (AREA CODE, NO. EXTENSION)

**REQUIRED DOCUMENT- ATTACH AND STAPLE TO "BID RETURN BOOKLET" PAGE**

**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. 17:27et seq.**

**GOODS, GENERAL SERVICES, AND PROFESSIONAL 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

**REQUIRED DOCUMENT- ATTACH AND STAPLE TO "BID RETURN BOOKLET" PAGE**

**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 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.

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**REQUIRED DOCUMENT- ATTACH AND STAPLE TO "BID RETURN BOOKLET" PAGE**

**NON-COLLUSION AFFIDAVIT**

\_\_\_\_\_  
Title of Bid and Bid Number

I, \_\_\_\_\_ of the City of \_\_\_\_\_  
in the County of \_\_\_\_\_ and the State of \_\_\_\_\_  
of full age, being duly sworn according to law on my oath depose say that:

I am \_\_\_\_\_ of the Firm of \_\_\_\_\_

and the Bidder making the bid for the above named contract and that I executed the said bid 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 bid, and that all statements contained in said bid and in this affidavit are true and correct, and made with full knowledge that the Public School District of the City of Paterson relies upon the truth of the statements contained in said bid and in the statements contained in this affidavit in awarding the contract for the said bid.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of bona fide established commercial or selling agencies maintained by

\_\_\_\_\_  
Print Name of Contractor

Subscribed and sworn to: \_\_\_\_\_  
Signature of Contractor

Before me this \_\_\_\_\_ day of \_\_\_\_\_  
Month Year

\_\_\_\_\_  
Print name of Notary Public

\_\_\_\_\_  
Notary Public Signature

My commission expires \_\_\_\_\_ Seal  
Month Day Year

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

**REQUIRED DOCUMENT- ATTACH AND STAPLE TO "BID RETURN BOOKLET" PAGE**

**COMPANY INFORMATION FORM**

Company Name:		
Address:		
Address:		
City:	State:	Zip:
Tax ID No.: <span style="float:right">(Required)</span>	NJ BRC Number: <span style="float:right">(Required)</span>	
Telephone :	Fax:	
Website:	Email:	

*\*The information provided will be used for statistical purposes only. This information will not be used to select the winning bid*

**DISCLAIMER**

<b>CONFIRMATION OF SPECIFICATIONS</b>
I have read and understood the written specifications required by this bid and agree to all aspects of the information provided herein. _____ (y/n)
<b>DEPARTMENT, SUSPENSION OR DISQUALIFICATION</b>
Is your company included on the State Treasurer's List of Debarred, Suspended or Disqualified Bidders or the State Department of labor; Prevailing Wage Debarment List? _____ (y/n) If yes, explain: _____
<b>NON-COLLUSION STATEMENT</b>
Has your company been in contact with any District employee or elected official, other than the Purchasing Department to discuss this bid? _____ (y/n) If yes, explain: _____
<b>POLITICAL CONTRIBUTIONS</b>
Has your company made contribution(s) that exceeded \$300.00 per election cycle to elected officials, including BOE members or Political Action Committees during the 12 months prior to award of contract _____ (y/n) If yes, complete attached form.

**Name of Officer Authorized to Submit Bid:**

Print Name:	Position:
Signature:	Date:

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

**REQUIRED DOCUMENT- ATTACH AND STAPLE TO "BID RETURN BOOKLET" PAGE**

## Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>1</b>	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
<b>2</b>	Business name/disregarded entity name, if different from above.
<b>3a</b>	<p>Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor                    <input type="checkbox"/> C corporation                    <input type="checkbox"/> S corporation                    <input type="checkbox"/> Partnership                    <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____  <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) _____             </p>
<b>3b</b>	<p>If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/></p>
<b>4</b>	<p>Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right;"><i>(Applies to accounts maintained outside the United States.)</i></p>
<b>5</b>	Address (number, street, and apt. or suite no.). See instructions.
<b>6</b>	City, state, and ZIP code
<b>7</b>	List account number(s) here (optional)
Requester's name and address (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: 1px solid black; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: 1px solid black; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
<b>or</b>					
<b>Employer identification number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: 1px solid black; text-align: center;">-</td> <td style="width: 70%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date
------------------	--------------------------	------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**REQUIRED DOCUMENT- ATTACH AND STAPLE TO "BID RETURN BOOKLET" PAGE**



## REFERENCE SHEET

### Names and Addresses of Three (3) References

<b>Company Name:</b>			
<b>Address:</b>			
<b>City:</b>	<b>State:</b>	<b>Zip:</b>	
<b>Telephone: (    )        -</b>	<b>Fax: (    )        -</b>		
<b>Contact Person :</b>	<b>Email:</b>		

<b>Company Name:</b>			
<b>Address:</b>			
<b>City:</b>	<b>State:</b>	<b>Zip:</b>	
<b>Telephone: (    )        -</b>	<b>Fax: (    )        -</b>		
<b>Contact Person :</b>	<b>Email:</b>		

<b>Company Name:</b>			
<b>Address:</b>			
<b>City:</b>	<b>State:</b>	<b>Zip:</b>	
<b>Telephone: (    )        -</b>	<b>Fax: (    )        -</b>		
<b>Contact Person :</b>	<b>Email:</b>		

I declare and certify that no member of the Paterson Board of Education, nor any officer or employee or person whose salary is payable in whole or in part by said Board of Education is directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of profits thereof. If a situation so exists where a Board member, employee, officer of the Board has an interest in the bid, etc. then please attach a letter of explanation to this document, duly signed by the president of the firm or company.

President: \_\_\_\_\_ Signature: \_\_\_\_\_

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

**REQUIRED DOCUMENT- ATTACH AND STAPLE TO "BID RETURN BOOKLET" PAGE**

**EQUIPMENT/ PREVAILING WAGE/UNAUTHORIZED ORDERS CERTIFICATION**

The undersigned Bidder hereby certifies as follows:

- The Bidder owns or controls all the necessary equipment required to deliver the goods and/or services described in the specifications.
- If required, the Bidder has the necessary license(s) pursuant to local and state regulations to provide the services under this bid.
- The Bidder will comply with The New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.)
- The Bidder will not process or respond to any request or provide any type of service without a signed Purchase Order.
- The Bidder will not exceed the amount of the approved Purchase Order.
- The Bidder will report any unauthorized request for services without a valid PO
- If no award is made after 60 days, Bidder agrees to maintain the bid price effective for an additional 60 days.
- The Bidder will comply with all Affirmative Action Requirements
- The Bidder will comply with the Americans with Disabilities Act of 1990
- If shipping charges are wrongly applied the Contractor shall not process the order and/or shall reimburse the District
- If wrong prices are applied by the District or if discount is not applied, Contractor shall not process the order and/or shall reimburse the District.
- The company has not made any contribution(s) (that exceed \$300 per election cycle) that were made during the 12 months prior to award of the contract.

Bid # \_\_\_\_\_ Name of Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Name of above: \_\_\_\_\_  
(Print)

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

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

**REQUIRED DOCUMENT- ATTACH AND STAPLE TO "BID RETURN BOOKLET" PAGE**

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

Required Pursuant To N.J.S.A. 19:44A-20.26

**THIS FORM MUST BE SUBMITTED WITH CONTRACTOR'S BID**

Part I – Contractor Information

Contractor Name:			
Address:			
City:	State:	Zip:	

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26, this disclosure must include all reportable political contributions (more than \$300 per election cycle) made during the 12 months prior to award of the contract.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

**REQUIRED DOCUMENT- ATTACH AND STAPLE TO "BID RETURN BOOKLET" PAGE**

## Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

### Part 1: Certification

COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW**

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

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>  
[www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf).

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

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

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

### CONTRACT AWARDS AND RENEWALS



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

**CONTRACT AMENDMENTS AND EXTENSIONS**



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

**IF UNABLE TO CERTIFY**



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

**Part 2: Additional Information**

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

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

### Part 3: Certification of True and Complete Information

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

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

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Contracting Unit and that the Contracting Unit at its option may declare any contract(s) resulting from this certification void and unenforceable.*

<b>Full Name (Print)</b>		<b>Title</b>	
<b>Signature</b>		<b>Date</b>	

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**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

**THE UNDERSIGNED BIDDER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:**

ADDENDUM # \_\_\_\_\_

DATE \_\_\_\_\_

ADDENDUM # \_\_\_\_\_

DATE \_\_\_\_\_

ADDENDUM # \_\_\_\_\_

DATE \_\_\_\_\_

NO ADDENDUM WAS ISSUED FOR THIS BID: \_\_\_\_\_ (check if no addendum was issued)

BY: \_\_\_\_\_  
(PRINT OR TYPE NAME) (TITLE)

\_\_\_\_\_  
(SIGNATURE)

COMPANY: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

**REQUIRED DOCUMENT- ATTACH AND STAPLE TO "BID RETURN BOOKLET" PAGE**



NEW JERSEY DEPARTMENT OF AGRICULTURE  
DIVISION OF FOOD AND NUTRITION

**SUMMER FOOD SERVICE PROGRAM**

**FOOD SERVICE MANAGEMENT COMPANY INVITATION FOR BID AND  
CONTRACT**

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B. Scope of Services	3
C. General Conditions	3-8
D. Invitation for Bid and Contract Price Schedule Instructions For Completing The Bid Price Schedule	8-9

**Attachments**

- A: Sites Where Program Will Operate
- B: USDA Food and Nutrition Service SFSP Meal Pattern
- C: Week 1 and Week 2 Cycle Menus
- D: Summer Food Service Program Food Product Specifications
- E: Transportation Certification
- F: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- G: Certificate of Independent Price Determination



This solicitation is an Invitation for Bid ("IFB") for food services. Sponsor is seeking a Food Service Management Company ("FSMC") to provide unitized meals to be served to children participating in the Summer Food Service Program ("SFSP") authorized by Section 13 of the National School Lunch Act and operated under 7 CFR Part 225. The FSMC must currently be registered with the New Jersey Department of Agriculture ("NJDA") Division of Food and Nutrition.

This document sets forth the requirements, terms, and conditions applicable to the IFB and resulting contract.

**SPONSOR:** Paterson Board of Education ("Sponsor")  
Legal Name of Sponsor

**FSMC:** \_\_\_\_\_ ("Contractor")  
Legal Name of FSMC

## SECTION A - INSTRUCTIONS TO BIDDERS

### 1. Definitions

As used herein:

- A. The term "bid" means the bidder's price offer and response to this Invitation for Bid (IFB).
- B. The term "bidder" means a food service management company submitting a bid in response to this IFB.
- C. The term "contractor" means a successful bidder who is awarded a contract by an SFSP sponsor.
- D. The term "food service management company" means any commercial enterprise or public or private nonprofit organization which contracts with a sponsor to prepare unitized meals, with or without milk, for use in the SFSP or to manage a sponsor's food service operations in accordance with the SFSP regulations.
- E. The term "sponsor" means a service institution which operates a meal service program under the SFSP.
- F. The term "unitized meal" means an individual proportioned meal consisting of a single serving of a combination of foods meeting the SFSP meal pattern requirements. Milk and/or juice may be unitized with other components or be delivered in bulk. NJDA may approve exceptions to the unitized meal requirements for certain components of a meal, such as separate hot and cold packs.

### 2. Submission of Bids

- A. Bidders are expected to carefully examine the specifications, schedules, and attachments herein and to inform themselves as to all terms, conditions, and requirements before submitting bids. Failure to do so will be at the bidder's own risk and relief cannot be secured on the pleas of error. Neither law nor regulations make allowance for error either of omission or commission on the part of the bidders. In the case of error in estimated total prices in the bid, the unit price shall govern.
- B. Bids must be executed and submitted in duplicate. Erasures on all copies must be initialed by the bidder prior to submission. Failure to do so may result in rejection of the bid. Changes to the IFB are not allowed. The bid must be securely sealed in a suitable envelope, addressed to the office issuing the IFB and marked on the outside with the name of the bidder, bid number and date and time of opening. If a bid is selected, this IFB and accompanying documents along with the bid will become the contract.
- C. Bids over \$100,000 must be accompanied by a bid bond in an amount equal to the percentage of the total amount of the bid as specified on the Invitation for Bid Price Schedule, section E below. The bid bond must be from a surety company listed in the current U.S. Department of Treasury Circular 570. No other form of bid bond is acceptable (cash, letter of credit, trust account, land, etc.). Bid bonds will be returned (a) to unsuccessful bidders as soon as practicable after the opening of bids and (b) to the successful bidder upon execution of the contract and receipt of a performance bond.
- D. A copy of a current State of New Jersey health and sanitation inspection report for the bidder FSMC's food preparation facilities shall be submitted with the bid.
- E. A sample lunch that meets the minimum requirements stated herein (unitized with or without milk) shall be submitted with the bid.
- F. A copy of the bidder's registration letter issued by NJDA shall be submitted with the bid.

Failure to comply with any of the above requirements shall be reason for rejection of the bid.

### 3. Explanation to Bidders

Any explanation desired by a bidder regarding the meaning or interpretation of the IFB specifications and requirements must be requested in writing prior to the bid opening and with enough time allowed for a written reply to reach all bidders before the bid opening. Any information given to a prospective bidder concerning the IFB will be provided to all prospective bidders as an amendment to the IFB if such information is necessary to bidders in submitting bids on the IFB or if the lack of such information would be prejudicial to uninformed bidders.

4. Bidders Having Interest in More Than One Bid

If more than one bid is submitted by any one person, by or in the name of a clerk, partner, or other person, all such bids shall be rejected.

5. Pricing

Pricing shall be based on the cycle menus provided by the sponsor and described in Attachment C, attached hereto, and incorporated into this Agreement. Deviation from the sponsor's cycle menu shall be permitted only upon written authorization by the sponsor. The bid price per meal must include the price of food components, including milk and/or juice if a part of the unitized meal, packaging, transportation, and all other related costs (e.g., condiments, utensils, etc.).

6. Estimated Number of Servings Per Day

The number of servings per day are the best-known estimates for meal requirements during the operating period. The sponsor does not guarantee orders for the estimated quantities and reserves the right to order meals in an amount more or less than that estimated at the beginning of the operating period. The maximum number of meals will be determined based on the approved level of meal service designated by the administering office of each site serving meals provided by the contractor. The contractor will be paid at the agreed upon unit price per meal rate for all meals delivered in accordance with this contract and the SFSP regulations.

7. Time for Receiving Bids

Sealed bids shall be deposited at the sponsor's address no later than the exact time and date indicated in this IFB. Bids received prior to the time of opening will be securely kept, unopened.

8. Evaluation of Bids/Award of Contract

- A. The contract will be awarded to that responsible bidder whose bid conforms to all the terms, conditions, and requirements of the IFB and is the lowest total estimated amount.
- B. The sponsor reserves the right to reject non-conforming bids and to waive informalities and minor irregularities in bids received.
- C. The sponsor reserves the right to reject the bid of a bidder who previously failed to perform properly, or complete on time, contracts of a similar nature, or the bid of a bidder who investigation shows is not able to perform the contract.

9. Late Bids, Modifications of Bids and Withdrawal of Bids

- A. Any bid received after the exact time specified for receipt of bids will not be considered.
- B. Any modification of the IFB will not be accepted. A bid may be withdrawn prior to the exact time set for receipt of bids by telegram or in person by a bidder or an authorized representative, provided his or her identity is made known, and he or she signs a receipt for the bid.
- C. A late modification of a successful bid which makes its terms more favorable to the sponsor will be considered at any time it is received and may be accepted.

10. Final Contract

The final contract shall consist of the terms and conditions in sections A through D herein, along with Attachments A, B, C, D, E, F, and G, as well as all documents included by Sponsor in the IFB, and the bid submitted by the FSMC. No additional modifications or amendments may be made without prior NJDA approval.

**SECTION B - SCOPE OF SERVICES**

1. Contractor shall provide to Sponsor unitized meals, with or without milk or juice, and to deliver the meals to the locations specified on Attachment A, attached hereto, and incorporated into this contract, subject to the terms and conditions of this solicitation.
2. All meals furnished must meet or exceed the United States Department of Agriculture ("USDA") meal pattern requirements set out in Attachment B, attached hereto, and incorporated into this contract.
3. Contractor shall furnish meals as ordered by Sponsor during the period of operation specified on Attachment A.

**SECTION C- GENERAL CONDITIONS**

1. Term of Contract

This contract shall be for a period of 2 months as listed below. Sponsor may enter into a contract renewal with Contractor for up to four (4) consecutive SFSP operational periods with mutual agreement of Sponsor and Contractor.

Start date: **July 8, 2024** End date: **August 23, 2024**

2. Unit Prices per Meal

The unit prices per meal, as reflected in section D below, are fixed for the term of this contract. Any price change included as part of a contract renewal shall be based upon the price of the original contract as cumulatively adjusted prior to any previous adjustment or renewal, and shall not exceed:

For SFAs: the change in the Index Rate (as defined in Public Schools Contract Law, N.J.S.A. 18A:18A-1et seq.) for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed.

For non SFAs: the price adjustment percentage rate allowable using the CPI index found at [www.bls.gov/cpi](http://www.bls.gov/cpi).

3. Meal Orders

Sponsor will order meals on Monday of the week preceding the week of delivery. Orders will be placed for the total number of operating days in the succeeding week and will include breakdown totals for each site and each type of meal. Sponsor reserves the right to increase or decrease the number of meals ordered on a 48-hour notice, or less if mutually agreed upon between Sponsor and Contractor.

4. Meal-Cycle Change Procedures

Contractor will deliver meals daily in accordance with the cycle menu which appears on Schedule C. Menu changes may be made only when agreed upon by both parties. When an emergency exists which might prevent Contractor from delivering a specified meal component, Sponsor shall be notified immediately so substitutions can be agreed upon. Sponsor reserves the right to suggest menu changes within the agreed upon cost per meal stated in section D below periodically throughout the contract period.

Field Trips

Sponsor, FSMC, Contractor or Food Service Vendor will establish procedures and timelines for reporting any site activity that will affect the regular delivery of meals. Trip schedules will be communicated to the FSMC, Contractor or Food Service Vendor by telephone or email within 24 hours.

5. Noncompliance

Sponsor reserves the right to inspect and determine the quality of food delivered and to reject any meals which do not comply with the requirements and specifications of this contract. Contractor will not be paid for unauthorized menu changes, incomplete meals, rejected meals not delivered within the specified delivery time, and meals rejected because they do not comply with the specifications. Sponsor reserves the right to obtain meals from other sources if meals are rejected due to any of the stated reasons. Contractor will be responsible for any excess cost but will receive no adjustment in the event the meals are procured at a lesser cost. Sponsor or inspecting agency shall notify Contractor in writing as to the number of meals rejected and the reasons for rejection.

The SFSP regulations provide that statistical sampling methods may be used to disallow payments for meals which are not served in compliance with program regulations. If disallowances are made based on statistical sampling, Sponsor and Contractor will be notified in writing by NJDA as to the number of meals disallowed, the reasons for disallowance, and the methodology of the statistical sampling procedures employed.

6. Health Inspection, Supervisions, and Inspection of Facility

- A. Contractor shall supervise at its places of business the preparation and assembly of meals and to conduct quality control inspections to check portions, size, and appearance of packaging as well as quality of the product.
- B. Contractor recognizes the right of a representative of Sponsor, NJDA and/or representatives of the USDA to inspect Contractor's food service facilities at any time during the contract period. Such inspection may proceed with or without notice to Contractor.
- C. Contractor shall have a current State or local health certification for the facility in which it will prepare meals for the SFSP. Contractor shall provide for meals which it prepares to be inspected periodically by the local health department or an independent agency to determine bacterial levels in the meals being served and for the results of the inspections to be submitted promptly to Sponsor and NJDA. Bacteria levels found shall conform to the standards which are applied by the local health authority with respect to the level of bacteria which may be present in meals served by other establishments in the locality.

7. Record Keeping

- A. Delivery tickets must be prepared by Contractor at a minimum in three copies: one for Contractor, one for the site personnel, and one for Sponsor. Delivery tickets must be itemized to show the number of meals of each type delivered to each site. Sponsor, or authorized designee, at each site will check the delivery and meals to ensure compliance with the meal specifications and requirements before signing the delivery ticket. Invoices shall be accepted by Sponsor only if the accompanying delivery tickets have been signed by Sponsor's designee at the site.
- B. Contractor shall maintain records including delivery tickets, invoices, receipts, purchase orders, production records or other evidence to support payments and claims.

- C. The books and records of Contractor pertaining to this contract shall be available for inspection and audit by representatives of NJDA, USDA, Sponsor and the U.S. General Accounting Office at any reasonable time and place for a period of three years from the date of receipt of final payment from Sponsor or until the final resolution of any outstanding investigations or audits.

8. Method of Payment

- A. Contractor shall submit its itemized invoices to Sponsor weekly. Each invoice shall give a detailed breakdown of the number of meals delivered at each site during the preceding period. No payment shall be made unless the required delivery receipts have been signed by Sponsor's site representative.
- B. Contractor shall be paid by Sponsor for all meals delivered in accordance with this contract and SFSP regulations. However, neither the USDA nor NJDA assumes any liability for payment of differences between the number of meals delivered by Contractor and the number of meals served by Sponsor that are eligible for reimbursement.

9. Performance Bond Requirement (applicable to contracts over \$100,000)

Contractor shall provide Sponsor with a performance bond in the amount of 10% of the total estimated amount of the bid as specified on the Invitation for Bid Price Schedule, section D below. The bond shall be executed by Contractor and a licensed surety company listed in the current U.S. Department of Treasury Circular 570. The bond shall be furnished not later than ten days following the award of the contract. Upon satisfactory performance of Contractor's contractual obligations and at the expiration of the contract term, Contractor shall be entitled to cancellation of the performance bond.

10. Insurance, Indemnification

Contractor shall procure and maintain the following insurance.

- A. Workmen's Compensation in accordance with the laws of the State of New Jersey.
- B. Liability coverage for bodily injury, property damage and products liability, including bodily injury and property damage caused by automobiles, with limits of \$500,000 for injury or death of any one person and \$1,500,000 for injury or death of two or more persons in any one accident, \$100,000 property damage and \$200,000 products liability for any single occurrence.
- C. Contractor shall indemnify Sponsor and the State of New Jersey against loss or damage including attorney fees and costs of litigation caused by negligent acts of Contractor or of Contractor's agents or employees.
- D. Contractor expressly agrees to defend any suit against Sponsor for personal injury, sickness or disease arising out of consumption or use of products purchased from Contractor (as well as suit for loss resulting from pilferage by Contractor's employees). Sponsor shall promptly notify Contractor and NJDA in writing of any claims against either Contractor or Sponsor, and if suit has been filed, shall forward to Contractor and NJDA all papers received in connection therewith. Sponsor shall not incur expense or enter into settlement without Contractor's consent, provided however, that if Contractor shall refuse or fail to defend, Sponsor may defend, adjust, or settle any such claim, and the costs thereby incurred, including reasonable attorney fees, will be charged to Contractor.

11. Availability of Funds

This contract is expressly made contingent upon adequate funding from Federal, state, and local sources. In the event adequate funding is not available, and Sponsor is unable to satisfy its financial obligation hereunder, Sponsor shall have the option to terminate this contract upon five days written notice to Contractor.

12. Emergencies

- A. In the event of unforeseen emergency circumstances, Contractor shall immediately notify Sponsor by telephone or fax of the following: (1) the impossibility of on-time delivery; (2) the circumstances precluding delivery; and (3) a statement of whether future deliveries will be affected. No payments will be made for deliveries made later than two hours after the specified start time for lunch and one hour after the specified start time began for breakfast and supplement.
- B. Emergency circumstances at the site precluding utilization of meals are the responsibility of Sponsor. Sponsor may cancel orders provided Contractor is contacted by 7:00 a.m. on the day of delivery or in time to "hold" or "recall" delivery if mutually agreed upon between Sponsor and Contractor.
- C. Adjustments for emergency situations that affect Contractor's ability to deliver meals, or Sponsor's ability to utilize meals, for periods longer than 24 hours will be mutually worked out between Contractor and Sponsor.

13. Termination

- A. Sponsor reserves the right to terminate this contract if Contractor fails to comply with any of the requirements of this contract. Sponsor shall notify Contractor and surety company, if applicable, of specific instances of noncompliance in writing. In instances where Contractor has been notified of noncompliance with the terms of the contract and has not taken immediate corrective action, Sponsor shall have the right, upon written notice, of the immediate termination of the contract. Contractor or surety company, if applicable, shall be liable for any damages incurred by Sponsor.

- B. Sponsor may, by written notice to Contractor, terminate the right of Contractor to proceed under this contract, if it is determined by Sponsor that gratuities, in the form of entertainment, gifts or otherwise were offered or given by Contractor to any officer or employee of Sponsor with a view toward securing a contract or securing favorable treatment with respect to the award or renewal of the contract.
- C. In the event this contract is terminated as provided in paragraph 13(B) above, Sponsor shall be entitled (i) to pursue the same remedies against Contractor it could pursue in the event of breach of contract by Contractor, and (ii) to a penalty in addition to any other damages in an amount which shall not be less than three nor more than ten times the costs incurred by Contractor in providing any such gratuities to any such officer or employee.
- D. The rights and remedies of Sponsor provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- E. Sponsor may cancel this contract within 72 hours' notice to Contractor and with approval of NJDA for any one or more of the following documented reasons:
- 1) Sponsor disallows 5 percent (5%) of all meals delivered in one week or ten percent (10%) of any meal type for one week.
  - 2) Contractor fails to deliver any one meal type on any day without enough justification.
  - 3) Ten percent (10%) of Sponsor's sites, over a one-week period, receive meal delivery outside of the approved time.
  - 4) Five percent (5%) of the meals delivered over a one-week period did not follow the approved cycle menu (Attachment C).
  - 5) Any part of this contract was subcontracted to another company for the preparation of the meals.
- F. Contractor may cancel this contract for the following documented reason:
- An excess of five percent (5%) of the meals delivered over a one-week period were disallowed by NJDA and are attributed to Sponsor's failure to meet its responsibilities under this contract or its agreement with NJDA.
- G. In the event of termination of this contract, Sponsor shall only be responsible to pay Contractor for meals that have already been assembled and delivered in accordance with this contract.

#### 14. Subcontracts and Assignments

- A. Contractor shall not subcontract for the total meal, with or without milk, or for the assembly of the meal, and shall not assign, without the advance written consent of Sponsor, this contract, or any interest therein.
- B. In the event of any assignment, Contractor shall remain liable to Sponsor as principal for the performance of all obligations under this contract.
- C. Contractors that prepare and assemble frozen meals designed to be served hot may, with the approval of NJDA, subcontract for the heating and delivery of pre-packaged meals for hot service. The heating and delivery must be performed by the same subcontractor.

#### 15. Specifications

- A. Packaging
- 1) Hot Meal Unit - Package must be suitable for maintaining meals in accordance with local health standards. Container and overlay should have an airtight closure, be of non-toxic material, and be capable of withstanding temperatures of 400 degrees (204 degrees Celsius) or higher.
  - 2) Cold Meal Unit (or Unnecessary to Heat) - Container and overlay to be plastic or paper and non-toxic.
  - 3) Sandwich is to be individually wrapped in addition to the overlay on the container.
  - 4) Cartons - Each carton to be labeled. Label to include:
    - i) Processor's name and address (plant)
    - ii) Item identity, meal type
    - iii) Date of production
    - iv) Quantity of individual units per carton
  - 5) Meals shall be delivered with appropriate nonfood items: condiments, straws for milk, napkins, single service ware, etc. Sponsor shall insert the types of condiments that are necessary for the meals on Attachment C, Week 1, and Week 2 Cycle Menus.

- 6) Individual containers shall be delivered in cartons constructed to prevent damage to the containers inside. An equal number of containers must be in each carton, except one, which may have fewer to allow for the exact number of meals ordered.
- 7) Sponsor may require that Contractor provide means for maintaining adequate temperatures of meals after delivery for a period that covers that meal service (i.e., two hours for lunch, one hour for all other meal types).
- 8) Contractor shall maintain on file for each container the name of the supplier, the telephone number, and a product label specifying ingredients for any food product unitized for meals under this contract. Contractor shall be able to immediately supply this information to Sponsor, NJDA, and/or the New Jersey Department of Health for any meal served at any site listed on Attachment A.
- 9) All components of a cold meal shall be unitized in a container before delivery to a site. The container and overlay shall be plastic, paper, non-toxic metallic or biodegradable material. Milk and/or juice may be enclosed in the unitized container.
- 10) All components of a hot meal shall be unitized in one or two containers before delivery to the site. If two containers are used, one will store the hot portions and one will store the cold portions of the meal. The container and overlay should be an airtight closure and shall be aluminized or non-toxic metallic or biodegradable nonflammable material. Milk may be enclosed in the cold portion container.
- 11) Containers shall have the strength to prevent crushing of food and shall package the meals so that they are completely unexposed to the elements.

#### B. Delivery

- 1) Meals are to be delivered daily, unloaded, and placed in the designated location by Contractor's personnel at each site listed on Attachment A.
- 2) Contractor shall be responsible for the delivery of meals at the specified time. Adequate refrigeration or heating shall be provided during delivery of all food to ensure the wholesomeness of all food at the time of delivery in accordance with state and/or local health codes.
- 3) Sponsor reserves the right to add or delete food service sites by amendment to the initial list of approved sites on Attachment A and to make changes in the approved level for the maximum number of meals which may be served under the program at each site. Sponsor shall notify Contractor by providing an amendment to Attachment A of all sites which are approved, canceled, or terminated after the acceptance of this contract and of any change in the approved level of meal service for a site. Such amendments shall be provided within 48 hours or less.
- 4) The delivery of more than one meal type per day at any site shall be made separately within one hour of the beginning of meal service for lunch and within one-half hour of the beginning of meal service for breakfast or supplement in accordance with the serving time schedule listed on Attachment A. When site holding facilities have been approved by NJDA, Contractor can deliver two meal types together according to the meal service time for the early meals. When an emergency affects the ability of Contractor to deliver meals separately or of Sponsor to accommodate meals delivered separately, each situation is to be resolved by agreement of Contractor, Sponsor and NJDA.
- 5) Contractor must provide the exact number of meals ordered. Counts of meals will be made by Sponsor at all sites before meals are accepted. Damaged or incomplete meals will not be included when the number of reimbursable meals is determined.
- 6) Contractor shall provide Sponsor with a separate listing of sites to be serviced by each delivery truck one week prior to the first day of meal service.
- 7) Hot and cold portions of meals must be delivered at the same time.
- 8) Cold meals shall be delivered to the site at a maximum temperature of 42 degrees Fahrenheit, but they shall not have a temperature of less than 32 degrees Fahrenheit at the scheduled time for meal service.
- 9) The vehicle and/or carton unitized to deliver cold meals shall have the capability of keeping the product below 42 degrees Fahrenheit until the time of site delivery.
- 10) Hot meals shall be delivered to the site at a temperature of at least 140 degrees Fahrenheit, but they shall not exceed 160 degrees Fahrenheit at the scheduled time for meal service.
- 11) The vehicle or carton utilized to deliver hot meals shall have the capability of keeping the product above 140 degrees Fahrenheit until the time of site delivery.

#### C. Food Preparation

Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery.

D. Food Specifications

- 1) All meals must meet the food specifications and quality standards as set forth in Attachment D and conform to the cycle menu cycle on Attachment C.
- 2) All meat and meat products, except sausage products, shall have been slaughtered, processed, and manufactured in plants inspected under a USDA approved inspection program and bear the appropriate seal. All meat and meat products must be sound, sanitary, and free of objectionable odors or signs of deterioration on delivery.
- 3) Milk and milk products are defined as: "pasteurized fluid types of flavored or unflavored whole milk, low fat milk, skim milk or cultured buttermilk which meet state and local standards for such milk. All milk should contain vitamins A and D at the levels specified by the Food and Drug Administration and consistent with state and local standards for such milk." Milk delivered hereunder shall conform to these specifications.

16. 7 CFR Part 225, Summer Food Service Program

Contractor shall comply with SFSP regulations 7 CFR Part 225, which are incorporated herein by reference.

17. Equal Employment Opportunity

Contractor will comply with all applicable federal Equal Employment Opportunity standards and orders under 41 CFR Part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity and Department of Labor and Executive Order 11246, as amended by Executive Order 11375.

18. Contract Work Hours and Safety Standards Act

Contractor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by U.S. Department of Labor regulations (29 CFR part 5). *[Contracts more than \$2500 that involve employment of mechanics or laborers.]*

19. Environmental Protection/Energy Conservation

Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amount in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Act as amended (33 U.S.C 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

20. Byrd Anti-Lobbying Amendment

If the amount of this contract exceeds \$100,000, Contractor confirms that it has filed the required certification under 31 U.S.C. 1352, that it has not and will not use federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352.

21. Certificate of Independent Price Determination

Contractor and Sponsor have executed a Certificate of Independent Price Determination, attached hereto as Attachment G and incorporated into this Agreement.

**SECTION D – INVITATION FOR BID AND CONTRACT PRICE SCHEDULE**

**INSTRUCTIONS FOR COMPLETING THE BID PRICE SCHEDULE BELOW**

1. Sponsor shall enter the start date and the end date for the required delivery of meal service under this contract.
2. Sponsor shall fill in the number of anticipated operating days during the contract period for each meal type and quantity shown.
3. Sponsor shall insert the appropriate number of meal servings based on historical data, if available. This shall be done for each meal type. Sponsor may use discretion in choosing the number of meal servings. Sponsor should only choose the amounts which are appropriate for its meal servings.
4. The FSMC bidder (Contractor) shall submit prices on the listed meal types based on the cycle menus set forth in Schedule C in the estimated quantities to be delivered to all the sites listed in Attachment A.
5. The FSMC bidder (Contractor) shall insert the appropriate unit prices in ink or typed for each meal type listed.
6. The FSMC bidder (Contractor) shall calculate the estimated total price for each meal type and the total estimated amount of the bid.



## NJDA SFSP FOOD SERVICE MANAGEMENT COMPANY INVITATION FOR BID AND CONTRACT PRICE SCHEDULE

SPONSOR		BID OPENING	
NAME Paterson Board of Education	BID ADVERTISING DATE: May 1, 2024	BID NUMBER 319-25	
AGREEMENT #3120008	DATE: May 16, 2024		
ADDRESS (Include City, State, Zip Code) 200 Sheridan Ave, Paterson, NJ 07502	TIME: 11:00 am		
CONTACT NAME D. Krystal Tanner	LOCATION: LIVESTREAM/ZOOM <a href="https://us04web.zoom.us/j/871855428">https://us04web.zoom.us/j/871855428</a> Meeting ID 871 855 428		
TELEPHONE NUMBER: (973)321-0950	TELEPHONE NUMBER:		

BIDDER	
NAME	SIGNATURE (In ink)
STREET ADDRESS (Include City, State, Zip Code)	NAME (Print or Type)
	TITLE
TELEPHONE NUMBER	DATE

### CONTRACT DATES AND UNIT PRICE SCHEDULE

START DATE: 7/8/24		END DATE: 8/23/24		
MEAL TYPE	ESTIMATED NUMBER OF SERVINGS (MEALS) PER DAY	ESTIMATED NUMBER OF SERVING DAYS	UNIT PRICE	ESTIMATED TOTAL PRICE PER MEAL
Breakfast	3370	35		
Breakfast (Halal)	50	35		
			Estimated Total	\$

MEAL TYPE	ESTIMATED NUMBER OF SERVINGS (MEALS) PER DAY	ESTIMATED NUMBER OF SERVING DAYS	UNIT PRICE	ESTIMATED TOTAL PRICE PER MEAL
Lunch	3450	35		
Lunch (Halal)	50	35		
			Estimated Total	\$

TOTAL ESTIMATED AMOUNT OF BID (TO BE INSERTED BY THE BIDDER)		\$
BID BOND PERCENTAGE REQUIRED (Sponsor shall insert appropriate percentage from 5% to 10%). Bid Bond <u>10</u> %	PERFORMANCE BOND PERCENTAGE REQUIRED Performance Bond <u>10</u> %	

ACCEPTANCE OF BID		
Sponsor accepts this Bid and awards the contract to the above listed FSMC.		
CONTRACT NUMBER	NAME (Print)	
SPONSOR SIGNATURE	TITLE	DATE



Sponsor and FSMC agree to abide by all of the provisions contained in this Contract, Attachments A, B, C, D, E, F, and G, as well as all documents included by Sponsor in the IFB, all specifications, and the bid submitted by the FSMC. The Parties have expressed their mutual agreement, and in consideration thereof, the undersigned, as the duly authorized representatives of their respective agencies, hereby execute this Agreement.

**CIVIL RIGHTS ASSURANCE**

"The Program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), DOJ (28) CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program applicant received Federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary to fulfill this agreement."

"This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance."

"By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant."

**Sponsor Authorized Representative**

**Contractor FSMC Authorized Representative**

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

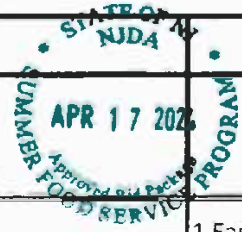
Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Compliant-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410; or
- (2) fax: (833) 256-1665 or (202) 690-7442; or
- (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

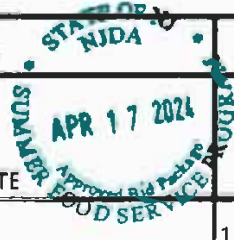
SPONSOR		PATERSON BOARD OF EDUCATION										AGREEMENT #		16-0713	
NAME OF SITE	ADDRESS	PHONE #	AUTHORIZED DESIGNEE	DATES		DAYS OF WEEK	TYPE(S) AND QUANTITY OF MEALS				SERVE TIME FOR EACH MEAL TYPE		HOLDING FACILITIES		SPECIAL PROVISIONS
				BEGIN	END		B	L	B	L	YES	NO			
School #1	1 East 32nd St.	973-914-2403	Pamela Amidou-Diaye	7/8/24	8/16/24	M-F	B	50	L	50	8:30	12:00	x		
School #2	22 Passaic St.		TBD	7/8/24	8/22/24	M-TH	B	300	L	300	8:00	11:30	x		
School #4	55 Clinton St	609-357-8608	Janice Gomez	7/8/24	8/16/24	M-F	B	40	L	40	8:30	11:30	x		
School #9	6 Timothy St	973-321-0714	Nicole Brown	7/8/24	8/1/24	M-TH	B	130	L	130	8:15	11:00	x		
School #13	690 East 23rd St	973-460-0609	Quisaan Jacobs	7/8/24	8/16/24	M-F	B	75	L	75	8:30	12:00	x		
School #15	98 Oak St.	973-563-2776	Dwayne Beckford	7/8/24	7/25/24	M-TH	B	80	L	80	8:15	12:00	x		
School #16	11 22nd Ave	973-413-2700	Renee Cleaves Bryant	7/8/24	8/23/24	M-F	B	220	L	220	8:15	11:00	x		
School #18	51 East 18th St	646-441-0059	Llajra Nieves	7/8/24	8/16/24	M-F	B	30	L	40	8:30	11:30	x		
School #19	31 James St	973-818-3142	Charles Hill	7/8/24	8/23/24	M-F	B	40	L	40	9:00	12:00	x		
School #21	322 10th Ave	973-321-0714	Nicole Brown	7/8/24	8/1/24	M-TH	B	100	L	100	8:15	12:00	x		
School #24	50 19th Ave	973-321-0714	Nicole Brown	7/8/24	8/1/24	M-TH	B	120	L	130	8:15	12:00	x		
School #26	1 East 32nd St.	973-818-3142	Charles Hill	7/8/24	8/16/24	M-F	B	20	L	20	8:30	12:00	x		
School #27	250 Richmond Ave	973-321-0714	Nicole Brown	7/8/24	8/16/24	M-F	B	35	L	45	8:15	12:00	x		
School #28	200 Presidential Blvd	973-321-0677	Julie Delellis	7/8/24	8/16/24	M-F	B	120	L	140	8:15	11:30	x		
School #30 (MLK)	851 East 28th St	973-818-3142	Charles Hill	7/8/24	8/16/24	M-F	B	40	L	40	8:30	12:00	x		
Al Moody Acad School	350 Market St	201-403-0088	Claudia Walker/Lakeyba Brown	7/8/24	8/1/24	M-TH	B	15	L	15	9:30	11:30	x		
Dr Hanı Awadallah School	515 Marshall St	973-321-0677	Samantha Emery Allen	7/8/24	8/1/24	M-TH	B	55	L	55	8:00	11:30	x		
Eastside High School	150 Park Ave	201-259-0521	Claudio Bueno	7/8/24	8/1/24	M-TH	B	10	L	50	9:00	11:30	x		
International HS	200 Grand St	973-321-2542	Cassandra Carelton	7/8/24	8/8/24	M-TH	B	60	L	100	8:30	11:30	x		
JAT Middle School	202 Union Ave	973-321-0714	Nicole Brown	7/8/24	8/16/24	M-F	B	60	L	75	8:00	11:30	x		
JFK High School	61-127 Preakness Ave	973-321-0005	Kiersten Jones	7/8/24	8/15/24	M-TH	B	30	L	30	9:00	11:30	x		
Paterson P-Tech	201 Memorial Dr	973-321-2293	Brandon Pilgrim	7/8/24	8/23/24	M-F	B	50	L	50	9:00	11:30	x		
Rosa Parks HS	432 12th Ave	973-818-3142	Charles Hill	7/8/24	8/16/24	M-F	B	35	L	35	8:30	12:00	x		
STEAM HS (Old PC)	764 11th Ave	973-321-0677	Candice Cotton	7/8/24	8/23/24	M-F	B	120	L	120	8:30	11:30	x		



New Roberto Clemente School	482-506 Market St	973-818-3142	Charles Hill	7/8/24	8/16/24	M-F	B	15	L	25	8.30	12 00	x		
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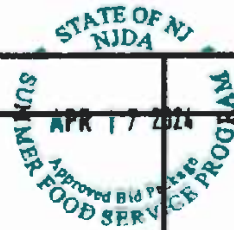


SPONSOR	PATERSON BOARD OF EDUCATION											AGREEMENT #		16-0713	
NAME OF SITE	ADDRESS	PHONE #	AUTHORIZED DESIGNEE	DATES		DAYS OF WEEK	TYPE(S) AND QUANTITY OF MEALS				SERVE TIME FOR EACH MEAL TYPE		HOLDING FACILITIES		SPECIAL PROVISIONS
				BEGIN	END		B	L	B	L	YES	NO			
Newcomers HS	151 Ellison St	973-321-0570	Susan Ronga	7/8/24	8/15/24	M-TH	B	10	L	15	8 00	11 00	x		
Pennington Park	372 McBride Ave	973-818-3142	Charles Hill	7/8/24	8/23/24	M-F	B	50	L	50	9 00	12 00			ice upon request
Totowa Oval Park	166 Totowa Ave	973-818-3142	Charles Hill	7/8/24	8/23/24	M-F	B	30	L	30	9 00	12 00			ice upon request
Roberto Clemente Park	348 Market St	973-818-3142	Charles Hill	7/8/24	8/23/24	M-F	B	40	L	40	9 00	12 00			ice upon request
Eastside Park (Upper Field)	817 14th Ave	973-818-3142	Charles Hill	7/8/24	8/23/24	M-F	B	70	L	70	9 00	12 00			ice upon request
Eastside Park (Lower Field)	817 14th Ave	973-818-3142	Charles Hill	7/8/24	8/23/24	M-F	B	50	L	50	9 00	12 00			ice upon request
Buckley Park	400 Chamberlain Ave	973-818-3142	Charles Hill	7/8/24	8/16/24	M-F	B	15	L	20	9 00	12 00			ice upon request
Ed Cotton Building	197 Montgomery St	973-818-3142	Charles Hill	7/8/24	8/16/24	M-F	B	30	L	30	9 00	12 00	x		
Christopher Hope Rec Center	60 Temple St	973-818-3142	Charles Hill	7/8/24	8/23/24	M-F	B	75	L	75	9 00	12 00	x		
St Luke Baptist Church	139 Carroll St	973-818-3142	Charles Hill	7/8/24	8/16/24	M-F	B	60	L	60	9 00	12 00	x		
Calvary Baptist Church	575 East 18th St	973-818-3142	Charles Hill	7/8/24	8/16/24	M-F	B	50	L	50	9 00	12 00	x		
Heritage Center	685 East 34th St	973-818-3142	Charles Hill	7/8/24	8/16/24	M-F	B	40	L	40	9 00	12 00	x		
Camp YDP-Youth Development Program	13-15 North 1st St	973-790-0887	Teresa McDermott	7/8/24	8/23/24	M-F	B	45	L	50	8 00	12 00	x		
Vera Ames Park/Wrigley Park	118 Rosa Parks Blvd	973-818-3142	Charles Hill	7/8/24	8/16/24	M-F	B	15	L	15	9 00	12 00			ice upon request
School #25 (Playground)	287 Trenton Ave	973-818-3142	Charles Hill	7/8/24	8/23/24	M-F	B	50	L	50	9 00	12 00	x		
Community Charter	8 Morris St	973-710-2712	Daisy Rivera	7/8/24	7/26/24	M-F	B	360	L	360	8:15	12 30	x		
College Achieve Colt St	5 Colt St	973-452-8545	Joe Ponteliona	7/8/24	8/1/24	M-TH	B	30	L	35	8 00	12 00	x		
College Achieve Market St	21 Market St	973-452-8545	Joe Ponteliona	7/8/24	8/1/24	M-TH	B	50	L	90	8 00	11 00	x		
College Achieve Ellison St	137 Ellison St	973-452-8545	Joe Ponteliona	7/8/24	8/1/24	M-TH	B	20	L	50	8 00	12 30	x		
Gilmore Christian Academy	131 Haledon Ave	973-790-9400	Rev. Thomas Farrar	7/8/24	8/23/24	M-F	B	15	L	15	8 30	12 00	x		
Hofstra Park (Prospect Park)	Struyk and N. 15th Place	201-249-1189	Eileen Jaquez	7/8/24	8/23/24	M-F	B	35	L	35	9 00	11 30			ice upon request
John P Holland	5 Garrett Mountain Pl	862-432-7196	Latoya Gayle	7/8/24	8/23/24	M-F	B	5	L	10	8 00	12 00	x		
Mr. G's Kids-Sanmar Consulting LLC	470 Chamberlain Ave	973-652-5740	Regana Bracey	7/8/24	8/23/24	M-F	B	10	L	10	9 00	12 00	x		



Schedule A

SPONSOR		PATERSON BOARD OF EDUCATION										AGREEMENT #		16-0713	
NAME OF SITE	ADDRESS	PHONE #	AUTHORIZED DESIGNEE	DATES		DAYS OF WEEK	TYPE(S) AND QUANTITY OF MEALS				SERVE TIME FOR EACH MEAL TYPE		HOLDING FACILITIES		SPECIAL PROVISIONS
				BEGIN	END		B	L	B	L	YES	NO			
Phillip's Academy	47 State St.	973-247-8920	Yeneida Colon	7/8/24	8/1/24	M-TH	B	70	L	80	9:00	11:30	x		
Prospect Park School #1	94 Brown St., Prospect Park, NJ 07508	973-790-7909	Fahim Abedrabbo	7/8/24	8/15/24	M-TH	B	50	L	50	8:30	11:30	x		
Childrens' Playhouse	850-852 Market St.	973-510-6691	Sandra Hooper	7/8/24	8/23/24	M-F	B	20	L	20	7:30	11:30	x		
Great Falls Youth Center	52 Front St.	862-203-8803	Tiffany Shepherd-Kearney	7/8/24	8/23/24	M-F	B	30	L	30	9:00	12:00	x		
Riteway Childrens' Center	523 East 33rd St	973-925-9770	William Bishop	7/8/24	8/23/24	M-F	B	25	L	25	8:00	11:30	x		
United Presbyterian-Safe Space Camp	375 Van Houten St.	862-262-6462	Michele Hughes	7/8/24	8/16/24	M-F	B	40	L	40	8:00	12:00	x		







# USDA Food and Nutrition Service

## NJDA Summer Food Service Program (SFSP)

### ATTACHMENT B

#### Meal Patterns

##### Breakfast Meal Pattern

###### Select All Three Components for a Reimbursable Meal

1 milk	1 cup	fluid milk
1 fruit/vegetable	1/2 cup	juice, 1 and/or vegetable
1 grains/bread <sup>2</sup>	1 slice 1 serving 3/4 cup 1/2 cup 1/2 cup	bread or cornbread or biscuit or roll or muffin or cold dry cereal or hot cooked cereal or pasta or noodles or grains

- 
1. Fruit or vegetable juice must be full-strength.
  2. Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.

##### Lunch or Supper Meal Pattern

###### Select All Four Components for a Reimbursable Meal

1 milk	1 cup	fluid milk
2 fruits/vegetables	3/4 cup	juice, 1 fruit and/or vegetable
1 grains/bread <sup>2</sup>	1 slice 1 serving 1/2 cup 1/2 cup	bread or cornbread or biscuit or roll or muffin or hot cooked cereal or pasta or noodles or grains
1 meat/meat alternate	2 oz. 2 oz. 2 oz. 1 large 1/2 cup 4 Tbsp. 1 oz. 8 oz.	lean meat or poultry or fish 3 or alternate protein product or cheese or egg or cooked dry beans or peas or peanut or other nut or seed butter or nuts and/or seeds 4 or yogurt 5

- 
1. Fruit or vegetable juice must be full-strength. Full strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.
  2. Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.
  3. A serving consists of the edible portion of cooked lean meat or poultry or fish.
  4. Nuts and seeds may meet only one-half of the total meat/meat alternate serving and must be combined with another meat/meat alternate to fulfill the lunch or supper requirement.
  - 5 Yogurt may be plain or flavored, unsweetened, or sweetened.

##### Snack (Supplement) Meal Pattern

###### Select Two of the Four Components for a Reimbursable Snack

1 milk	1 cup	fluid milk
<sup>1</sup> fruit/vegetable	3/4 cup	juice, <sup>1</sup> fruit and/or vegetable

1 grains/bread <sup>2</sup>	1 slice	bread or
	1 serving	cornbread or biscuit or roll or muffin or
	3/4 cup	cold dry cereal or
	1/2 cup	hot cooked cereal or
	1/2 cup	pasta or noodles or grains
1 meat/meat alternate	1 oz.	lean meat or poultry or fish <sup>3</sup> or
	1 oz.	alternate protein product or
	1 oz.	cheese or
	1/2 large	egg or
	1/4 cup	cooked dry beans or peas or
	2 Tbsp.	peanut or other nut or seed butter or
	1 oz.	nuts and/or seeds or
4 oz.	yogurt <sup>4</sup>	

- 
1. Fruit or vegetable juice must be full-strength. Juice cannot be served when milk is the only other snack component.
  2. Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.
  3. A serving consists of the edible portion of cooked lean meat or poultry or fish.
  4. Yogurt may be plain or flavored, unsweetened, or sweetened.





# NJDA SUMMER FOOD SERVICE PROGRAM

## ATTACHMENT C

### Attach A Copy of Week 1 and 2 Cycle Menus

RECEIVED

APR 12 2024

NEW JERSEY DEPARTMENT OF AGRICULTURE  
DIVISION OF FOOD & NUTRITION  
SUMMER FOOD SERVICE PROGRAM  
PO BOX 334  
TRENTON NJ, 08625-0334

STATE AGENCY USE ONLY:  
Approved by VANESSA Date 4/16/24  
Expiration Date 9/30/24  
MO/DAY/YR

Sponsor PATERSON BOARD OF EDUCATION  
Agreement # 31200008  
Telephone 973-321-0950

BY: \_\_\_\_\_

**SCHEDULE C**  
**TEN DAY MENU PLANNER**

WEEK 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/>		DAY 1		DAY 2		DAY 3		DAY 4		DAY 5	
REQUIRED COMPONENTS		Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size
B F A S T	1. Juice or Fruit or Vegetables (2)	100% Orange Tangerine Juice	1/2 c 4ozs.	Mixed Fruit Cup	1/2 c 4ozs.	100% Fruit Punch Juice	1/2 c 4ozs.	100% Orange Tangerine Juice	1/2 c 4ozs.	Pineapple Cup	1/2 c 4ozs.
	2. Bread or Bread Alternate (3)	WG Crunch Mania Graham Crackers	1 serv.	WG Honey Wheat Bagel w/Cream Cheese	1 serv.	WG RS Cinnamon Toast Crunch Cereal	1 serv.	WG Blueberry Muffin Flat	1 serv.	WG RS Apple Jacks Cereal	1 serv.
	3. Milk	1% White Milk	8 ozs.	1% White Milk	8 ozs.	1% White Milk	8 ozs.	1% White Milk	8 ozs.	1% White Milk	8 ozs.
A M S N A C K 2	1. Milk		8 ozs.		8 ozs.		8 ozs.		8 ozs.		8 ozs.
	2. Juice or Fruit or Vegetable (2)		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.
	3. Bread or Bread Alternate (3)		1 serv.		1 serv.		1 serv.		1 serv.		1 serv.
	4. Meat or Meat Alternate (1)		1 oz.		1 oz.		1 oz.		1 oz.		1 oz.
L U N C H	1. Meat or Meat Alternate (1)	Turkey Ham and LF American Cheese	2 ozs.	Beef Bologna & LF American Cheese	2 ozs.	Chicken Salad	2 ozs.	Roast Turkey and LF American Cheese	2 ozs.	Delit Chicken & LF American Cheese	2 ozs.
	2. Juice or Fruit or Vegetable (2)	100% Fruit Punch Juice	1/2 c 4ozs.	100% Grape Juice	1/2 c 4ozs.	Fresh Nectarine	1/2 c 4ozs.	100% Apple Juice	1/2 c 4ozs.	Baby Carrots	1/2 c 4ozs.
	3. Fruit or Vegetable	Applesauce Cup	1/4 c 2ozs.	Peach Cup	1/4 c 2ozs.	Pear Cup	1/4 c 2ozs.	Fresh Nectarine	1/4 c 2ozs.	Fresh Pear	1/4 c 2ozs.
	4. Bread or Bread Alternate (3)	Whole Wheat Sliced Bread	1 serv.	Whole Wheat Bun	1 serv.	WW Flatbread	1 serv.	Whole Wheat Slice Bread	1 serv.	Whole Wheat Bun	1 serv.
	5. Milk	Fat Free Chocolate Milk	8 ozs.	Fat Free Chocolate Milk	8 ozs.	Fat Free Chocolate Milk	8 ozs.	Fat Free Chocolate Milk	8 ozs.	Fat Free Chocolate Milk	8 ozs.
P M S N A C K 2	1. Milk		8 ozs.		8 ozs.		8 ozs.		8 ozs.		8 ozs.
	2. Juice or Fruit or Vegetable (2)		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.
	3. Bread or Bread Alternate (3)		1 serv.		1 serv.		1 serv.		1 serv.		1 serv.
	4. Meat or Meat Alternate (1)		1 oz.		1 oz.		1 oz.		1 oz.		1 oz.
D I N N E R	1. Meat or Meat Alternate (1)		2 ozs.		2 ozs.		2 ozs.		2 ozs.		2 ozs.
	2. Juice or Fruit or Vegetable (2)		1/2 c 4ozs.		1/2 c 4ozs.		1/2 c 4ozs.		1/2 c 4ozs.		1/2 c 4ozs.
	3. Fruit or Vegetable		1/4 c 2ozs.		1/4 c 2ozs.		1/4 c 2ozs.		1/4 c 2ozs.		1/4 c 2ozs.
	4. Bread or Bread Alternate (3)		1 serv.		1 serv.		1 serv.		1 serv.		1 serv.
	5. Milk		8 ozs.		8 ozs.		8 ozs.		8 ozs.		8 ozs.

\* PLEASE REFER TO SCHEDULE B OF THE AGREEMENT AND THE SFSP NUTRITION GUIDANCE FOR SPONSORS FOR PORTION REQUIREMENT  
\* CHOOSE 2 COMPONENTS FOR SNACK / JUICE CANNOT BE SERVED IF MILK IS THE ONLY OTHER COMPONENT

(1) Cold cut meats with high water content, ie "Rolls" - Turkey Roll must = 2.5 ozs.  
(1) Peanut butter must = 4 tablespoons.  
(2) Juice for AM or PM snack must = 6 ozs.  
(3) Sandwiches require 2 servings of bread.  
(3) Cold dry cereal must = 3/4 cup.  
(3) Hot cereal must = 1/2 cup.

Sponsor PATERSON BOARD OF EDUCATION  
 Agreement # 31200008  
 Telephone 973-321-0950



NEW JERSEY DEPARTMENT OF AGRICULTURE  
 DIVISION OF FOOD & NUTRITION  
 SUMMER FOOD SERVICE PROGRAM  
 PO BOX 334  
 TRENTON NJ, 08625-0334

**STATE AGENCY USE ONLY:**  
 Approved by Vanessa J Date 4/16/24  
 Expiration Date 9/30/24  
 MO/DAY/YR

**SCHEDULE C  
 TEN DAY MENU PLANNER**

WEEK 1 <input type="checkbox"/> 2 <input checked="" type="checkbox"/>		DAY 1		DAY 2		DAY 3		DAY 4		DAY 5	
REQUIRED COMPONENTS		Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size
B F A S T	1. Juice or Fruit or Vegetables (2)	100% Orange Tangerine Juice	1/2 c 4ozs	Peach Cup	1/2 c 4ozs	100% Grape Juice	1/2 c 4ozs	Mixed Fruit Cup	1/2 c 4ozs	100% Grape Juice	1/2 c 4ozs
	2. Bread or Bread Alternate (3)	WG Honey Cheenos	1 serv.	WG Strawberry Crisp Bar	1 serv.	Multi-Grain Frosted Flakes	1 serv.	Honey Wheat Bagel w/Cream Cheese	1 serv.	WG RS Cocoa Puffs	1 serv.
	3. Milk	1% White Milk	8 ozs.	1% White Milk	8 ozs.	1% White Milk	8 ozs.	1% White Milk	8 ozs.	1% White Milk	8 ozs.
A M S E L E C T 2	1. Milk		8 ozs.		8 ozs.		8 ozs.		8 ozs.		8 ozs.
	2. Juice or Fruit or Vegetable (2)		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.
	3. Bread or Bread Alternate (3)		1 serv.		1 serv.		1 serv.		1 serv.		1 serv.
	4. Meat or Meat Alternate (1)		1 oz.		1 oz.		1 oz.		1 oz.		1 oz.
L U N C H	1. Meat or Meat Alternate (1)	Beef Bologna and American Cheese	2 ozs.	Roasted Turkey Breast and American Cheese	2 ozs.	Deli Chicken Breast and American Cheese	2 ozs.	American Hero (Tky Ham, Roasted Tky & Am Chz)	2 ozs.	Chicken Salad	2 ozs.
	2. Juice or Fruit or Vegetable (2)	100% Grape Juice	1/2 c 4ozs.	100% Apple Juice	1/2 c 4ozs.	Baby Carrots	1/2 c 4ozs.	100% Fruit Punch Juice	1/2 c 4ozs.	Fresh Nectanne	1/2 c 4ozs.
	3. Fruit or Vegetable	Peach Cup	1/4 c 2ozs.	Fresh Nectarine	1/4 c 2ozs.	Fresh Pear	1/4 c 2ozs.	Applesauce Cup	1/4 c 2ozs.	Pear Cup	1/4 c 2ozs.
	4. Bread or Bread Alternate (3)	WW Sliced Bread	1 serv.	WW Sliced Bread	1 serv.	WW Bun	1 serv.	WW Club Roll	1 serv.	WW Flatbread	1 serv.
	5. Milk	Fat Free Chocolate Milk	8 ozs.	Fat Free Chocolate Milk	8 ozs.	Fat Free Chocolate Milk	8 ozs.	Fat Free Chocolate Milk	8 ozs.	Fat Free Chocolate Milk	8 ozs.
P M S E L E C T 2	1. Milk		8 ozs.		8 ozs.		8 ozs.		8 ozs.		8 ozs.
	2. Juice or Fruit or Vegetable (2)		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.
	3. Bread or Bread Alternate (3)		1 serv.		1 serv.		1 serv.		1 serv.		1 serv.
	4. Meat or Meat Alternate (1)		1 oz.		1 oz.		1 oz.		1 oz.		1 oz.
D I N N E R	1. Meat or Meat Alternate (1)		2 ozs.		2 ozs.		2 ozs.		2 ozs.		2 ozs.
	2. Juice or Fruit or Vegetable (2)		1/2 c 4ozs.		1/2 c 4ozs.		1/2 c 4ozs.		1/2 c 4ozs.		1/2 c 4ozs.
	3. Fruit or Vegetable		1/4 c 2ozs.		1/4 c 2ozs.		1/4 c 2ozs.		1/4 c 2ozs.		1/4 c 2ozs.
	4. Bread or Bread Alternate (3)		1 serv.		1 serv.		1 serv.		1 serv.		1 serv.
	5. Milk		8 ozs.		8 ozs.		8 ozs.		8 ozs.		8 ozs.

\* PLEASE REFER TO SCHEDULE B OF THE AGREEMENT AND THE SFSP NUTRITION GUIDANCE FOR SPONSORS FOR PORTION REQUIREMENT  
 \* CHOOSE 2 COMPONENTS FOR SNACK / JUICE CANNOT BE SERVED IF MILK IS THE ONLY OTHER COMPONENT

(1) Cold cut meats with high water content, ie "Rolls" - Turkey Roll must = 2.5 ozs.  
 (1) Peanut butter must = 4 tablespoons.  
 (2) Juice for AM or PM snack must = 6 ozs.  
 (3) Sandwiches require 2 servings of bread.  
 (3) Cold dry cereal must = 3/4 cup.  
 (3) Hot cereal must = 1/2 cup.

**STATE AGENCY USE ONLY:**  
 Approved by VANCINHO Date 4/16/24  
 Expiration Date 9/30/24  
 MO/DAY/YR

Sponsor PATERSON BOARD OF EDUCATION (Halal)  
 Agreement # 31200008  
 Telephone 973-321-0950



**SCHEDULE C  
 TEN DAY MENU PLANNER**

WEEK 1 <input checked="" type="checkbox"/>		2 <input type="checkbox"/>		DAY 1		DAY 2		DAY 3		DAY 4		DAY 5	
REQUIRED COMPONENTS				Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size
B F A S T	1. Juice or Fruit or Vegetables (2)	100% Orange Tangerine Juice	1/2 c 4ozs	Mixed Fruit Cup	1/2 c 4ozs	100% Fruit Punch Juice	1/2 c 4ozs	100% Orange Tangerine Juice	1/2 c 4ozs	Pineapple Cup	1/2 c 4ozs		
	2. Bread or Bread Alternate (3)	WG Crunch Mania Graham Crackers	1 serv.	WG Honey Wheat Bagel w/Cream Cheese	1 serv.	WG RS Cinnamon Toast Crunch Cereal	1 serv.	WG Blueberry Muffin Flat	1 serv.	WG RS Apple Jacks Cereal	1 serv.		
	3. Milk	1% White Milk	8 ozs.	1% White Milk	8 ozs.	1% White Milk	8 ozs.	1% White Milk	8 ozs.	1% White Milk	8 ozs.		
A M S E L E C T 2	1. Milk		8 ozs.		8 ozs.		8 ozs.		8 ozs.		8 ozs.		
	2. Juice or Fruit or Vegetable (2)		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.		
	3. Bread or Bread Alternate (3)		1 serv.		1 serv.		1 serv.		1 serv.		1 serv.		
	4. Meat or Meat Alternate (1)		1 oz.		1 oz.		1 oz.		1 oz.		1 oz.		
L U N C H	1. Meat or Meat Alternate (1)	Sunbutter and Jelly Sandwich	2 ozs.	Italian Caprese (2 oz Mozz chz and tomato)	2 ozs.	Cobb Salad (hard boiled Egg & Cheddar Cheese)	2 ozs.	Hummus Cup	2 ozs.	4 oz LF Plain Yogurt & 1 oz Mozz Chees Stick	2 ozs.		
	2. Juice or Fruit or Vegetable (2)	Carrots with Ranch Dressing	1/2 c 4ozs.	Cole Slaw	1/2 c 4ozs.	Romaine Lettuce, Carrots and Tomatoes	1/2 c 4ozs.	Celery Sticks, w/Ranch Dressing	1/2 c 4ozs.	Baby Carrots	1/2 c 4ozs.		
	3. Fruit or Vegetable	Mandann Oranges	1/4 c 2ozs.	Fresh Apple	1/4 c 2ozs.	Fresh Plum	1/4 c 2ozs.	Fresh Nectarine	1/4 c 2ozs.	Fresh Pear	1/4 c 2ozs.		
	4. Bread or Bread Alternate (3)	Whole Wheat Sliced Bread	1 serv.	Whole Wheat Flatbread	1 serv.	WW Pita Bread	1 serv.	Whole Grain Pretzels	1 serv.	Whole Grain Pretzels	1 serv.		
	5. Milk	Fat Free Chocolate Milk	8 ozs.	Fat Free Chocolate Milk	8 ozs.	Fat Free Chocolate Milk	8 ozs.	Fat Free Chocolate Milk	8 ozs.	Fat Free Chocolate Milk	8 ozs.		
P M S E L E C T 2	1. Milk		8 ozs.		8 ozs.		8 ozs.		8 ozs.		8 ozs.		
	2. Juice or Fruit or Vegetable (2)		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.		
	3. Bread or Bread Alternate (3)		1 serv.		1 serv.		1 serv.		1 serv.		1 serv.		
	4. Meat or Meat Alternate (1)		1 oz.		1 oz.		1 oz.		1 oz.		1 oz.		
D I N N E R	1. Meat or Meat Alternate (1)		2 ozs.		2 ozs.		2 ozs.		2 ozs.		2 ozs.		
	2. Juice or Fruit or Vegetable (2)		1/2 c 4ozs		1/2 c 4ozs.		1/2 c 4ozs.		1/2 c 4ozs.		1/2 c 4ozs.		
	3. Fruit or Vegetable		1/4 c 2ozs.		1/4 c 2ozs.		1/4 c 2ozs.		1/4 c 2ozs.		1/4 c 2ozs.		
	4. Bread or Bread Alternate (3)		1 serv.		1 serv.		1 serv.		1 serv.		1 serv.		
	5. Milk		8 ozs.		8 ozs.		8 ozs.		8 ozs.		8 ozs.		

\* PLEASE REFER TO SCHEDULE B OF THE AGREEMENT AND THE SFSP NUTRITION GUIDANCE FOR SPONSORS FOR PORTION REQUIREMENT  
 \* CHOOSE 2 COMPONENTS FOR SNACK / JUICE CANNOT BE SERVED IF MILK IS THE ONLY OTHER

(1) Cold cut meats with high water content, ie "Rolls" -- Turkey Roll must = 2.5 ozs.  
 (1) Peanut butter must = 4 tablespoons.  
 (2) Fruit for AM or PM snack must = 6ozs.  
 (3) Sandwiches require 2 servings of bread.  
 (3) Cold dry cereal must = 3/4 cup.  
 (3) Hot cereal must = 1/2 cup.



NEW JERSEY DEPARTMENT OF AGRICULTURE  
 DIVISION OF FOOD & NUTRITION  
 SUMMER FOOD SERVICE PROGRAM  
 PO BOX 334  
 TRENTON NJ, 08625-0334

**STATE AGENCY USE ONLY:**  
 Approved by V. Anestis Date 4/16/24  
 Expiration Date 9/30/24  
 MO/DAY/YR

Sponsor PATERSON BOARD OF EDUCATION (Halal)  
 Agreement # 31200008  
 Telephone 973-321-0950

**SCHEDULE C  
 TEN DAY MENU PLANNER**

WEEK 1 <input type="checkbox"/> 2 <input checked="" type="checkbox"/>		DAY 1		DAY 2		DAY 3		DAY 4		DAY 5	
REQUIRED COMPONENTS		Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size
B F A S T	1. Juice or Fruit or Vegetables (2)	100% Orange Tangello Juice	1/2 c 4ozs	Peach Cup	1/2 c 4ozs.	100% Grape Juice	1/2 c 4ozs.	Mixed Fruit Cup	1/2 c 4ozs.	100% Grape Juice	1/2 c 4ozs
	2. Bread or Bread Alternate (3)	WG Honey Cheesos	1 serv.	WG Strawberry Crisp Bar	1 serv.	Multi-Grain Frosted Flakes	1 serv.	Honey Wheat Bagel w/Cream Cheese	1 serv.	WG RS Cocoa Puffs	1 serv.
	3. Milk	1% White Milk	8 ozs.	1% White Milk	8 ozs.	1% White Milk	8 ozs.	1% White Milk	8 ozs.	1% White Milk	8 ozs.
A M S E L E C T Z	1. Milk		8 ozs.		8 ozs.		8 ozs.		8 ozs.		8 ozs.
	2. Juice or Fruit or Vegetable (2)		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.
	3. Bread or Bread Alternate (3)		1 serv.		1 serv.		1 serv.		1 serv.		1 serv.
	4. Meat or Meat Alternate (1)		1 oz.		1 oz.		1 oz.		1 oz.		1 oz.
L U N C H	1. Meat or Meat Alternate (1)	Reduced Fat Shredded Mozzarella Cheese	2 ozs.	Hummus Cup	2 ozs.	(Garden Salad) RF Shredded Mozzarella	2 ozs.	Shredded Cheddar	2 ozs.	Sunbutter & Jelly	2 ozs.
	2. Juice or Fruit or Vegetable (2)	Tomato Sauce Cup	1/2 c 4ozs.	Celery Sticks w/Ranch Dressing	1/2 c 4ozs.	Romaine Lettuce, Carrots, Tomatoes	1/2 c 4ozs.	Refined Bean Cup	1/2 c 4ozs.	Carrots w/Ranch Dressing	1/2 c 4ozs.
	3. Fruit or Vegetable	Fresh Pear	1/4 c 2ozs.	Fresh Nectarine	1/4 c 2ozs.	Fresh Plum	1/4 c 2ozs.	Peach Cup	1/4 c 2ozs.	Mandarin Oranges	1/4 c 2ozs.
	4. Bread or Bread Alternate (3)	WW Pita Bread	1 serv.	WG Pretzels	1 serv.	WW Pita Bread	1 serv.	WG Torulla Chips	1 serv.	Whole Wheat Bread	1 serv.
	5. Milk	Fat Free Chocolate Milk	8 ozs.	Fat Free Chocolate Milk	8 ozs.	Fat Free Chocolate Milk	8 ozs.	Fat Free Chocolate Milk	8 ozs.	Fat Free Chocolate Milk	8 ozs.
P M S E L E C T Z	1. Milk		8 ozs.		8 ozs.		8 ozs.		8 ozs.		8 ozs.
	2. Juice or Fruit or Vegetable (2)		3/4 c 6ozs		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.
	3. Bread or Bread Alternate (3)		1 serv.		1 serv.		1 serv.		1 serv.		1 serv.
	4. Meat or Meat Alternate (1)		1 oz.		1 oz.		1 oz.		1 oz.		1 oz.
D I N N E R	1. Meat or Meat Alternate (1)		2 ozs.		2 ozs.		2 ozs.		2 ozs.		2 ozs.
	2. Juice or Fruit or Vegetable (2)		1/2 c 4ozs.		1/2 c 4ozs.		1/2 c 4ozs.		1/2 c 4ozs.		1/2 c 4ozs.
	3. Fruit or Vegetable		1/4 c 2ozs.		1/4 c 2ozs.		1/4 c 2ozs.		1/4 c 2ozs.		1/4 c 2ozs.
	4. Bread or Bread Alternate (3)		1 serv.		1 serv.		1 serv.		1 serv.		1 serv.
	5. Milk		8 ozs.		8 ozs.		8 ozs.		8 ozs.		8 ozs.

\* PLEASE REFER TO SCHEDULE B OF THE AGREEMENT AND THE SFSP NUTRITION GUIDANCE FOR SPONSORS FOR PORTION REQUIREMENT  
 \* CHOOSE 2 COMPONENTS FOR SNACK / JUICE CANNOT BE SERVED IF MILK IS THE ONLY OTHER COMPONENT

(1) Cold cut meats with high water content, ie "Rolls" - Turkey Roll must = 2.5 ozs.  
 (2) Juice for AM or PM snack must = 6 ozs.  
 (3) Sandwiches require 2 servings of bread.  
 (3) Cold dry cereal must = 3/4 cup.  
 (3) Hot cereal must = 1/2 cup.



## ATTACHMENT D

# NJDA SUMMER FOOD SERVICE PROGRAM

## FOOD PRODUCT SPECIFICATIONS

Attached are food product quality specifications and food packaging and delivery specifications which are to be used in conjunction with menus prepared for vended programs participating in the Child Nutrition Programs.

Product information is presented by “meal component” category. A publication available as a resource from FNS/USDA is Program Aid No. 1331, “Food Buying Guide for Child Nutrition Programs” which gives average yield information on over 600 food items. Copies of this document may be obtained upon request through the state agency.

Where applicable, reference is also made to either USDA, F.D.A. Standards of Identity. All meat and poultry products used must be produced in plants with USDA Meat and Poultry Inspection Service.

Reference is made to “brand names” of known quality for some foods. Products of equal quality may be used in place of these brand names.

Fresh fruits are indicated for almost every meal. All fruit should be of proper ripeness for eating and free of excess bruises. Fruit must not be overripe. Seasonal availability may require some substitutions for indicated fresh fruit.

### BREAD/BREAD ALTERNATE AND CEREAL SPECIFICATIONS

All bread/bread alternates are listed for one (1) serving size.

**Rice Flake Cereal** (ready to eat) - Unsweetened, individual boxes, ¾ cup each or 1 ounce, whichever is less. Made of whole-grain or enriched or fortified cereal. Can only be served for breakfast or snack.

**English Muffin** - Made of whole-grain or enriched flour or meal. Weigh at least 25 grams or 0.9 ounces and contains approximately 35 percent moisture OR 50 grams for 1 serving, 1.8 oz for 1 whole muffin for 2 servings.

**Whole Wheat Bread** - Ingredients - enriched flour (both whole wheat and white in varying amounts), shortening, sugar, yeast, salt, and water plus optional ingredients. “Enriched Bread” as labeled must contain thiamin, riboflavin, niacin, iron, and folic acid. This product will meet the “Standards of Identity” as defined by the Food and Drug Administration, DHWE in the Code of Federal Regulations, Title 21, Part 17. Each slice weighs at least 25 grams or 0.9 ounces and contains approximately 35 percent moisture.

**Cornflakes** - Individual boxes, ¾ cup each or 1 ounce, whichever is less. Made from cooked paste or pearled hominy, malt, sugar, and other seasonings. Select unsweetened cereal, made from whole-grain or enriched cereal. Can only be served for breakfast or snack.

**Rye Bread** - 1 slice - whole-grain or enriched bread. Each slice weighs at least 25 grams or 0.9 ounces and contains approximately 35 percent moisture.

**Cinnamon Roll** - Made of whole-grain or enriched flour or meal. This product will meet the “Standards of Identity” as defined by the Food and Drug Administration, DHWE, as indicated in the Code of Federal Regulations, Title 21, Part 17. Unfrosted weigh at least 50 grams or 1.8 ounces, frosted weigh 63 grams or 2.2 ounces, and contain approximately 35 percent moisture.

**Bagel** - Made of whole-grain or enriched flour. Weigh at least 25 grams or 0.9 ounces and contain approximately 35 percent moisture for ½ bagel OR 50 grams, 108 ounces for a whole bagel.

**Oat Flake Cereal** (ready to eat) - Unsweetened, individual boxes, ¾ cup each or 1 ounce, whichever is less. Made of whole-grain or enriched or fortified cereal. Can only be served for breakfast or snack.

**Biscuit** - Enriched all-purpose flour must contain thiamin, riboflavin, niacin, folic acid, and iron. Weigh at least 25 grams or 0.9 ounces and contain approximately 35 percent moisture.

**White Bread** (enriched) 1 slice - Made of flour, shortening, sugar, yeast, salt, and folic acid. Contain 62 percent total solids. “Enriched bread” must contain thiamin, riboflavin, niacin, and iron. This product will meet the “Standards of Identity” as defined by the Food and Drug Administration, DHWE, Code of Federal Regulations, Title 21, Part 17. Each slice weighs at least 25 grams or 0.9 ounces and contains approximately 35 percent moisture.

**Blueberry Muffin** - Made of whole-grain or enriched flour or meal. Weigh at least 50 grams or 1.8 ounces (without blueberries) and contains approximately 35 percent moisture. This applies to all muffins except for corn muffins.

**Raisin Bread** - Optional ingredients may be added. Sweet dough containing eggs and higher quantities of sugar and fat than regular dough, may be used to make raisin buns. This product will meet the "Standards of Identity" as defined by the Food and Drug Administration, DHEW, Code of Federal Regulations, Title 21, Part 17. Weighs at least 25 grams or 0.9 ounces and contains approximately 35 percent moisture.

**Peanut Butter Cookie\*** - (Plain cookie) Minimum of 31 grams (1.1 ounces) or cookies with nuts, raisins, chocolate pieces, and/or fruit puree 63 gm or 2.2 ounces. Predominant ingredient must be whole-grain or enriched meal or flour. Provide the nutrient content equivalent to iron, thiamin, riboflavin, and niacin present in 25 grams serving of enriched white bread.

**Hamburger Buns** (Sesame Seed Buns) Bun - Rolls are made from the specific yeast dough of the breads described on page 31. Optional ingredients may be added. This product will meet the "Standards of Identity" as defined by the Food and Drug Administration, DHEW, as indicated in the Federal Code of Regulations, Title 21, Part 17. ½ roll should weigh 25 grams or 0.9 ounces containing approximately 35 percent moisture and 1 roll should weigh 50 gm or 1.8 ounces.

**Hard Rolls and Dinner Rolls (Soft) Roll** - Must be made of whole-grain or enriched flour or meal. This product will meet the "Standards of Identity" as defined by the Food and Drug Administration, DHEW, as indicated in Code of Federal Regulations, Title 21, Part 17. Should have a minimum weight of 25 grams or 0.9 ounces and contain approximately 35 percent moisture.

**Dessert Cookies\*** - (This refers only to the cookies included on the Lunch/Supper Menus) Minimum serving of 14 grams or ½ ounce. Must be made from enriched or whole-grain flour or meal or cereals. Cookies (plain) minimum serving of 31 grams or 1.1 ounce. Cookies (with nuts, raisins, chocolate pieces and/or fruit puree) minimum serving of 63 grams or 2.2 ounces.

*\*Note: You cannot serve cookies as a bread alternate at breakfast, lunch, or supper. You may serve cookies as a bread alternate in the snack if the primary ingredient is a whole grain enriched flour or meal and the minimum weight of a serving of cookies (plain) is 31 grams or 1.1 ounces. Cookies (with nuts, raisins, chocolate pieces and/or fruit puree) minimum serving of 63 grams or 2.2 ounces. USDA recommends that cookies as a bread be served as part of a snack no more than twice a week. USDA recommends that cookies as a bread be served as part of snack no more than once in two weeks.*

#### **FRUIT/VEGETABLE SPECIFICATIONS**

**Orange Juice** - 100 percent, pasteurized, fresh, canned, or reconstituted to single strength from concentrate (either canned or frozen concentrate) sweetened or unsweetened U.S. Grade A.

Orange juice should have color typical of fresh squeezed juice and be free of browning or oxidation. Juice should be practically free of defects, show no coagulation, having no noticeable seed particles, and have a normal flavor.

**Celery Sticks** - 3 sticks/each 4 inches long and ½ inch wide to equal ¼ cup serving. Bright, medium to light color. Fresh, firm, crisp branches. Free from noticeable blemishes or decay.

**Carrot Sticks** - 3 sticks/each 4 inches long X ½ inch wide to equal a ¼ cup serving.

Select medium to small size roots which are well-shaped, smooth, and solid and have good orange color. Carrots with considerable green color at the top require extra trimming. U.S. #1 carrots with 1-1/8-inch medium diameter.

**Pineapple Juice** - 100 percent juice, pasteurized, fresh, canned, or reconstituted to single strength from concentrate (either canned or frozen concentrates) sweetened or unsweetened U.S. Grade A.

Pineapple juice should have undiluted unfermented bright, light yellow to golden yellow color and be practically free of defects. Juice should have a distinct flavor and no coagulation of pulp.

**Nectarine** - 2 ¼ inches to diameter, size 88-96. One nectarine equals ½ cup serving (medium).

Rich color and plumpness. Firm with slight softening along the seam. Orange-yellow color between the red areas.

**Apple Juice** - 100 percent juice, pasteurized, fresh, canned, or reconstituted to single strength from concentrate (either canned or frozen concentrates) Clarified U.S. Grade A Fancy. Bright, typical color. Free from apple pulp, seeds, or other sediments.

**Orange** - One orange equals ½ cup serving (medium), 138 counts.

Heavy, firm, well-colored, well-formed fruit with fine textured skins.

**Orange-Grapefruit Juice** - 100 percent, pasteurized, fresh, canned, or reconstituted to single strength from concentrate (either canned or frozen concentrates) U.S. Grade A.

Should have a good flavor and odor, bright, good color. Should not contain excessive amounts of pulp, seed particles or peel.

**Apricots** - Two medium apricots, approximately 1 3/8-inch diameter, each, equal ½ cup serving.

Select apricots having a bright, plump, and juicy appearance with a uniform golden-orange color. Ripe apricots will yield to gentle pressure.

**Raisins** - Seedless, U.S. Grade A, small. Bulk 2-2/3 ounces = ½ cup, individual packages, 1.3 – 1.5 ounces = ¼ cup fruit.

Similar varietal characteristics, good typical color, good flavor, and development.

**Tomato Slices** - Large or extra-large, 2 ½ - 2 ¾ inch diameter. Slice in ¼ inch slices. Two slices = ¼ cup.

**Tomato Wedges** - 5 X 6 size. ¼ tomato = ¼ cup.

Well-shaped, smooth, firm tomatoes, free from cracks, green or yellow sun-burned areas, blemishes, and decay. Full red color and slight softening for immediate use.

**Lettuce, Head** - One piece = ¼ cup.

**Lettuce, Leaf** - One large leaf, untrimmed = ¼ cup. 1-pound AP equals 0.66 pounds ready to serve raw lettuce.

Green color, firm. Fresh outer leaves free from insects and noticeable discoloration or decay.

**Orange-Pineapple Juice** - 100 percent juice, pasteurized, fresh, canned, or reconstituted to single strength from concentrate (either canned or frozen concentrates). Sweetened or unsweetened U.S. Grade A.

Pineapple juice should have undiluted unfermented bright, light yellow to golden yellow color and be practically free of defects and orange juice should have color typical of fresh squeezed juice and be free of browning or oxidation.

**Pickle** - Large size - 4 to 4-3/4 inches long. ½ pickle = ¼ cup. Top quality cucumber pickles should be uniform in shape, almost cylindrical, with well-rounded ends, smooth and uniform color, and few defects that are obvious or objectionable.

**Banana, petite** - One banana, 150 count petite whole, equals. 3/8 cup fruit.

Plump, firm bright colored fruit. Free from scars and bruises. For immediate use select solid yellow colored fruit, lightly flecked with brown.

**Purple Plum** - One whole raw plum equals ½ cup fruit. Plums fresh purple, red or black size 45 and 50, 2 inches in diameter.

Well-formed fruit. Good color. Fairly firm to slightly soft state of ripeness. Fresh, bright appearance.

**Tomato Juice** - 100 percent juice, pasteurized, fresh, canned, or reconstituted to single strength from concentrate (either canned or frozen concentrates) U.S. Grade A.

Tomato juice should have a color typical of well-ripened red tomatoes which have been properly prepared and processed. Juice should be practically free from defects, possess a good flavor, and have a good consistency.

**Peach** - 2-1/8 inches diameter, small, size 88 and 84. One peach equal 3/8 cup (medium). One size 80 peach equals ½ cup fruit.

Select fruits with plenty of red blush and free from signs of decay. They should be firm, not hard, and the skin between the red areas should have a yellowish cast rather than distinctly green.

**Pear** - 2-1/4 to 2-3/8 inches diameter (150 count). One pear equals ½ cup serving (medium).

Select well-formed, smooth fruits free from scars and skin punctures. Firm fruit will ripen on standing.

**Apple** - 2-1/2 inches diameter. One apple equals ½ cup (medium).

Select firm, crisp, well-colored apples. Flavor varies in apple and depends on the stage of maturity at time of picking. Immature apples lack color and are usually poor in flavor.



**Tangerine** - 2-3/8 inches in diameter. One tangerine equal 3/8 cup (medium, 120 count).

Select fresh bright fruits, generally well-colored, well-shaped, firm moderately heavy, and free from decay. Those with dull, dried skins or which are puffy and light in weight may have shrunken and dried flesh.

**Grapes** - Seedless, 14 grapes equal ½ cup, with seeds 12 grapes = ½ cup.

Plump, firm, well-colored, fresh looking, firmly attached to stem. Green fruit. Stems green and pliable.

**Grape Juice** - 100 percent juice, concord sweetened or unsweetened, U.S. Grade A.

Juice should have a bright purple or reddish color, be free of pulp, skins, and tartrate crystals. It should have a distinct flavor.

**Watermelon** - Approximately 27 lbs. each. 1/64 wedge = ½ cup.

<b>MEAT/MEAT ALTERNATE SPECIFICATIONS</b>
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**Meat Alternates**

**Eggs** - Hard Boiled - Prepared from eggs, fresh, large shell. U.S. Grade A - Large. Uniform in size, clean, sound shell, free from foreign odors or flavors. Packed in Standard commercial shipping containers with good used packing materials.

**American Cheese** - Pasteurized, Processed Cheese - Processed cheese is a melted pasteurized blend of cheese and emulsifiers with or without added optional ingredients. Product must be USDA inspected processed cheese from a USDA approved plant. Product must conform to Standards of Identify, Code of Federal Regulations, Title 21 (Food and Drug Administration) Part 19.750.

**Natural Cheddar Cheese** - U.S. Grade A, aged 3-6 months. Not more than 39 percent moisture. Not less than 50 percent milk fat on the solid basis. Product must conform to Standards of Identify, Code of Federal Regulations, Title 21 (Food and Drug Administration) Part 19.500.

**Peanut Butter** - Smooth or chunky, U.S. Grade A (Skippy brand or equal). Peanut butter should have color that is medium brown to brown color roast. Peanut butter should be firmly set, smooth, pliable, and have good spread ability. Suitability seasoning and stabilizing ingredients may be added not more than 10 percent of the weight of the finished product. Product must conform to Standard of Identity, Code of Federal Regulations, Title 21 (Food and Drug Administration) Part 46.1.

**Nuts and Seeds** - Peanuts, soy nuts, tree nuts such as walnuts and seeds that are nutritionally comparable to meat or other meat alternates. Nuts such as acorns, chestnuts and coconuts are not acceptable due to their extremely low protein and iron values.

**Poultry Items**

**Fried Chicken** - 2 ounces (edible) cooked meat equals one serving. Cooked, frozen U.S. Grade A (Holly Farms or equals), the batter/breading shall consist of a flour type base with other ingredients as needed to product a desirable texture, flavor, and color. The finished product should be uniformly covered with batter and breading and have a uniform brown color, free from burnt areas. Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 381.166.

Product shall be processed in its entirety in a plant operating under USDA's Animal and Plant Health Inspection Service (Meat and Poultry Inspection) and Agricultural Marketing Service (Poultry Grading Programs).

**Chicken Roll** - 1 ½ ounces equals 1-ounce cooked lean meat. Empire poultry brand or equal. Form - fully cooked. Recommended points for specifications: Processing - chicken rolls purchased fresh or frozen should be processed in their entirety in a plant operating under USDA's Animal and Plant Health Inspection Service (Meat and Poultry Inspection) and Agricultural Marketing Service (Poultry Grading Programs). Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 381.159.

**Turkey Roll** - 1 ½ ounces equals 1-ounce cooked lean meat. (Specification based on USDA purchased turkey rolls donated to schools or equal quantity.) Form - fully cooked. Grade - process from U.S. Grade II or better quality. Processing - turkey rolls purchased fresh or frozen should be processed in their entirety in a plant operating under USDA's Animal and Plant Health Inspection Service (Meat and Poultry Inspection) and Agricultural Marketing Service (Poultry Grading Programs). Product must conform to Standard of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 381.159.

**Turkey Ham** - 1.4 ounces equal 1-ounce cooked lean meat. Specifications based on USDA, FSIS Standard as published in Vol. 44, No. 177, August 31, 1979. Product must conform to Standard of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service), Part 381.17, Subpart P.

### **Meat Items**

**Corned Beef** - 1-pound equals .42 pounds cooked lean meat. (Shur-Tenda brand or equal) (restaurant quality). Fully cooked, prepared from USDA Grade good or better. Processing - product must be processed in its entirety in a plant operating under USDA's Animal and Plant Health Inspection Service (Meat and Poultry Inspection). Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 319.100.

**Roast Beef** - Shur-Tenda brand or equal - restaurant quality. Fully cooked, prepared from USDA Grade good or better. Processing - product must be processed in its entirety in a plant operating under USDA's Animal and Plant Health Inspection Service (Meat and Poultry Inspection). Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 319.81.

**Beef, Bologna** - Oscar Mayer brand or equal. Bologna is a smoked fully cooked sausage. The meat components consist of beef very finely comminuted and stuffed in artificial or natural casings. The interior out surface is smooth, fine-textured, light pink in background color, and finely mottled with evenly distributed light to dark red flecks. Product must be processed in a plant operating under USDA's Meat Inspection Service. Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 319.180.

**Cooked Beef Salami** - Hebrew National brand or equal. Cooked beef salami is a smoked full cooked sausage. The meat components consist of moderately coarse-cut beef and finely comminuted beef with finely comminuted beef heart meat included in some formulas. Seasoning includes garlic and peppercorns. Salami is stuffed in artificial casings and measures from 3.5 to 4.5 inches in diameter. The interior cut surface is moderately coarse in texture and light to dark reddish-brown in color. Product must be processed in a plant operating under USDA's Meat Inspection Service. Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 319.180.

**Boiled Ham, Cured, Boneless** - 1.2 ounces unheated meal equals 1-ounce lean meat. Thumann's brand or equal. Selection No. 1 or Selection No. 2. The skinless, completely boneless, cured and smoked, fully cooked ham must be prepared from the regular short shank ham. The cured pork must be derived from sound, well-trimmed wholesale market and fabricated cuts. Product must be processed in a plant operating under USDA's Meat Inspection Service. Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 319.104. Yield on ham would vary depending on if water added, 1.22 ounces ham water yields 1-ounce cooked ham, ham with natural juices 1.12 oz yields 1 oz lean ham.

### **Fish Items**

**Tuna Fish** - Fancy or solid. The can usually contains large piece of chunks or firm flesh - packed in oil or water. Grade - Packed under Federal Inspection (PUF 1). Tuna fish "salad" may be prepared by mixing tuna fish with relish and/or chopped vegetables such as celery and onions. Vegetable oil or mayonnaise may be used as a moistening agency to "bind" the salad. Mayonnaise or Salad Dressing must not be mixed into the salad. A separate portion pack of mayonnaise may be placed in the unitized lunch/supper meal if desired.

## **SPECIFICATION - OTHER PRODUCTS**

**Milk** - All milk products used must meet Federal, State and Local requirements for fluid milk.

**Butter** - U.S.D.A. Grade A or better. Salted or Unsalted.

**Margarine Fortified** - Product must conform to Standards of Identity, Code of Federal Regulations, Title (Food and Drug Administration) Part 45.1.

**Yogurt** - Plain, sweetened, or flavored. USDA published a final rule March 2, 1997, which allows yogurt to be credited as a meat alternate for all meals in Child Nutrition Programs. For crediting purposes, eight ounces of yogurt now satisfies two ounce of the meat/meat alternate requirement for lunches, and four ounces for supplements in all Child Nutrition Programs. This does not include noncommercial and/or nonstandard yogurt products such as frozen yogurt, homemade yogurt, yogurt flavored products, yogurt bars, yogurt covering on fruit and/or nuts and other similar products.

**Jelly** - Fruit portion packs minimum ½ ounce - Kraft brand or equal. Products must conform to Standards of Identity, Code of Federal Regulations, Title 21 (Food and Drug Administration) Part 29.2.

**Mayonnaise** - Portion packs 1/3 ounce or more. Kraft brand or equal. Product must conform to Standards of Identity, Code of Federal Regulations, Title 21 (Food and Drug Administration) Part 25.1.



# ATTACHMENT E

## NJDA SUMMER FOOD SERVICE PROGRAM

### TRANSPORTATION CERTIFICATION

1. Describe in detail the type of vehicle(s) and/or containers that will be utilized to provide adequate refrigeration and/or heating during delivery of all foods to ensure that temperatures remain in accordance with state and local health codes.

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2. How many vehicles(s) will be utilized to meet the terms of this contract?

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3. Please list the truck route (The listing of sites per vehicle in the order in which meals will be delivered).

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4. Will the delivery of meals for this contract be combined on the same truck with deliveries for other contracts?  Yes,  No

5. If contract includes the preparation of hot meals, does the bidder have the capability to heat all meals at the State agency approved facility? If no, describe how the bidder proposes to meet the terms of this contract.

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**Certification**

*I certify that the above information accurately reflects how meals will be delivered and heated, if applicable. I further realize that any deviation from these statements may result in the cancellation of this contract by the sponsor.*

\_\_\_\_\_  
*Signature of Bidder*

\_\_\_\_\_  
*Date*



# ATTACHMENT F

## NJDA Summer Food Service Program

### Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

- (1) The prospective lower tier participation certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**FSMC/VENDOR Name**

**Name and Title of Authorized FSMC/VENDOR Representative**

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**FSMC/VENDOR Signature**

**Date**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**RECEIVED**

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## ATTACHMENT G

### CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

Both the Sponsor and Food Service Management Company (offeror) shall execute this Certificate of Independent Price Determination.

- (A) The offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement, with any other offeror or with any competitor relating to the prices; the intention to submit an offer; or the methods or factors used to calculate the prices offered.
  - (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor prior to opening (in the case of a sealed bid solicitation) or prior to contract award (in the case of a negotiated solicitation); and
  - (3) No attempt has been made or will be made by the offeror to induce any person or entity to submit or not to submit an offer for the purpose of restricting competition.
- (B) Each person signing this offer on behalf of the Food Service Management Company certifies that:
- (1) He or she is the person in the offeror's organization responsible within the organization for determining the prices being offered in the bid or proposal and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
  - (2) He or she is not the person in the offeror's organization responsible within the organization for determining the prices being offered in the bid or proposal, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

*To the best of my knowledge, this Food Service Management Company, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three 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 public contract, except as follows:*

**NAME OF FOOD SERVICE MANAGEMENT COMPANY**

**NAME OF FSMC'S AUTHORIZED REPRESENTATIVE**

**SIGNATURE OF FSMC'S AUTHORIZED REPRESENTATIVE**

**TITLE**

**DATE**

*In accepting this offer, the Sponsor certifies that no representative of the Sponsor has taken any action which may have jeopardized the independence of the offer referred to above.*

**NAME OF SPONSOR**

**SIGNATURE OF AUTHORIZED REPRESENTATIVE**

**TITLE**

**DATE**

**NOTE: ACCEPTING A BIDDER'S OFFER DOES NOT CONSTITUTE AWARD OF THE CONTRACT.**