

City of Jersey City

Department of Recreation

2015

Summer Food Program

BID

PACKET

2015 SUMMER FOOD SERVICE PROGRAM

NOTICE TO BIDDERS

Dept. of Recreation, an approved sponsor in the State of New Jersey invites the submission of sealed bids for prepackaged meals meeting program requirements as described in the bid specifications and contract. Bids containing dual prices for one meal type that are tied to sponsor's ultimate level of meal service will be rejected. Contractors submitting bids must be registered in the State of New Jersey to participate in the 2015 Program. These meals are to be served to children in the Summer Food Service Program. Delivery is to be made as per specifications and contract. Specifications and contract may be obtained as of *Monday, June 1, 2015*. Sealed bids clearly marked on the outside envelope, "Summer Food Service Program Bid" along with a sample lunch are to be received by *Tuesday, June 16, 2015* at 11:00 A.M. at the Division of Purchasing, 394 Central Avenue, 2nd Floor, Jersey City, NJ 07307.

Forms may be downloaded by going on-line to www.bidsync.com.

Questions by prospective bidders concerning this bid must be done on-line at www.bidsync.com.

Prospective bidders must download bid specifications and all addendums from www.bidsync.com. Failure to download bid specifications and acknowledge receipt of addendums may result in bid rejection.

**** 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%, not more than 10% of the amount of the bid.

Bids may be submitted in person, or may be sent by U.S. certified mail return receipt requested, or may be sent by private courier service. Mail bids to: Peter Folgado, Director, Division of Purchasing, 394 Central Avenue, 2nd Floor, Jersey City, NJ 07307. Bids sent by mail must be received by the Director of Purchasing no later than 4:00 P.M. of the last City business day before the day of the bid reception. The City shall not be responsible for the loss, non-delivery or physical condition of bids sent by mail or courier service. Bids must be submitted individually in a sealed envelope addressed to the Director. Bid Proposals must comply with specifications.

Bidders/Contractors are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. The Equal Employment Opportunity/Affirmative Action rules require a careful reading. No firm may issue a contract unless it complies with these provisions. Mandatory Equal Employment Opportunity/Affirmative Action Languages and required forms may be obtained with the Proposal.

Bidders are also required to comply with the requirements of P.L. 2004 c. 57 which includes the requirement that contractors provide copies of their Business Registration Certificates issued by the New Jersey Department of Treasury.

The Director of Purchasing reserves the right to reject any and all bids received, or portions thereof, if deemed to be in the interest of the City to do so.

Peter Folgado
Director of Purchasing

Insert Dates
June 1 & 3, 2015

CHARGE TO: CITY OF JERSEY CITY
DIVISION OF PURCHASING
394 CENTRAL AVENUE, 2ND FLOOR
JERSEY CITY, NJ 07307

COMPANY NAME		
ADDRESS		
CITY	STATE	ZIP CODE
TEL. NO.		
FAX NO.		

PROPOSAL

FOR:

Sealed bid proposals will be received, opened and read in public by the Director of Purchasing, at 1 Journal Square Plaza 2nd floor, Jersey City, New Jersey, on _____, 20__ at 11:00 A.M.

Bids may be submitted in person, or may be sent by U.S. certified mail return receipt requested, or may be sent by private courier service. Mail bids to: Peter Folgado, Director, Division of Purchasing, 1 Journal Square Plaza 2nd floor, Jersey City, New Jersey 07306. Bids sent by mail must be received by the Director no later than 4:00 P.M. of the last City business day before the day of the bid reception. Bids sent by courier service must be delivered to the Director no later than 11:00 A.M. on the day of the bid reception. The City shall not be responsible for the loss, non-delivery or physical condition of bids sent by mail or courier service. Bids must be submitted individually in a sealed envelope addressed to the Director of Purchasing. Bid proposals must comply with specifications.

CITY OF JERSEY CITY
ADDENDUM ACKNOWLEDGEMENT FORM
GOODS AND GENERAL SERVICES CONTRACTS

The undersigned acknowledges receipt of the following addenda to the bidding document:

**THE COMPLETED ACKNOWLEDGEMENT OF ADDENDA FORM
SHOULD BE RETURNED WITH BID RESPONSE PACKAGE: NOT TO
BE SENT SEPARATELY**

NOTE: Failure to acknowledge receipt of all addenda will cause the bid to be considered non-responsive. Acknowledged receipt of each addendum must be clearly established and included with the bid pursuant to N.J.S.A. 40A:11-23.2 (e).

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Name of Bidder: _____

Street Address: _____

City, State, Zip _____

Authorized Signature: _____

Date: _____

TO: ALL VENDORS
FROM: PETER FOLGADO, DIRECTOR OF PURCHASING
SUBJECT: BID RESPONSE FORM

In keeping with our policy of evaluating and updating its bidding procedures, the city is requesting that all bid recipients who do not bid, return this form stating the reason(s).

Thank you in advance for your cooperation.

BID SUBJECT:

REASON (S) FOR NOT SUBMITTING A BID: _____

Name of Company: _____

Signature: _____

Title: _____

Date: _____

Please return this form to:

Mr. Peter Folgado
Director of Purchasing
1 Journal Square Plaza 2nd floor
Jersey City, NJ 07306

BID PROPOSAL CHECK LIST

The following documents are to be completed and submitted with the bid proposal.
Compliance shall be indicated by placing initials on the line preceding each item attached:

- _____ *List of Prices
- _____ *Grand Total Bid Price
- _____ Alternate (s) with supporting documentation, if applicable
- _____ Substitutions, if applicable
- _____ ***BID BOND** or **CERTIFIED CHECK** for Ten (10%) Percent of the total bid amount, but not in excess of \$20,000.00
- _____ ***PERFORMANCE BOND** for 25% of the total bid amount
- _____ Non-Collusion Affidavit
- _____ *Corporation of Partnership Statement
- _____ Exhibit A: Mandatory Equal Employment Opportunity Language (N.J.S.A. 10.5.31 et seq) (N.J.A.C. 17:27) Goods, Services and Professional Contracts, must be signed.
- _____ Form MWB-3 Minority/Woman Business Compliance Plan (3 Forms)
- _____ New Jersey Business Registration Certificate
- _____ *Written acknowledgement of addendum (if issued), pursuant to N.J.S.A. 40A:11-23.2 (e)
- _____ Certification Regarding Suspension/Debarment
(Must be notarized and submitted with Bid only if total Bid amount exceeds \$100,000.00)

Failure to include the bid documents listed immediately above that are marked with an asterisk(*) shall result in the automatic rejection of the bid at time of the bid reception.

PROPOSAL

FOR:

The contract shall be signed by all parties within twenty-one (21) days (Sundays and Holidays excepted) from the award of said contract by the Municipal Council

In the event that the parties miss this deadline, the parties may agree in writing to an extension of the time limit set forth above.

If the bidder is a Partnership under separate cover. List names of partners owning a ten percent (10%) or greater interest. If a corporation list names of those stock holders holding ten percent (10%) or more of outstanding stock. (See attached form)

The City of Jersey City reserves the right in protection of the best interest of the City to waive any technical error, to reject any bid, or any part thereof for any reason whatsoever.

Buy American, Materials used in filling any contract resulting from this bid proposal must be of American manufacture or American grown-whenever available.

Delivery shall be F.O.B. Jersey City, Freight and other transportation charges are responsibility of the supplier and /or contractor.

Bidders/Contractors are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. No firm may be issued a contract unless it complies with these affirmative action provisions. The Affirmative Action rules require a careful reading.

Contractors for goods and services that are not subject to a federally approved or sanctioned affirmative action program shall submit to the public agency, after the notification of the award but prior to execution of a goods and services contract, one of the following three documents:

- I. A photocopy of a valid letter that the contractor is operating under an existing federally approved or sanctioned affirmative action programs (good for one year from the date of the letter); or
- II. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- III. A photocopy of an Employee Information Report (Form AA 302) 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.

Refer to Exhibit A (Mandatory Equal Employment Opportunity Language for goods, Professional Service and General Service Contracts) and additional Equal Employment Opportunity/Affirmative Action requirements found at the back of the proposal. Any questions concerning compliance may be directed to : Jeana F. Abuan, AA/P.A.C.O. at 280 Grove Street, Rm103, Jersey City, NJ 07302 and at telephone number (201) 547-4533 or to Peter Folgado, Director of Purchasing at 1 Journal Square Plaza, Jersey City, NJ 07306 and at telephone number (201)547-5156.

Bidders are also required to comply with the requirements of P.L.2004, c. 57 which includes the requirement that contractors provide copies of their Business Registration Certificates issued by the New Jersey Department of the Treasury.

This proposal is not transferable.

CORPORATION OR PARTNERSHIP STATEMENT

Bid requirements in accordance with Chapter 33, Laws of 1977

Chapter 33, Laws of 1977, became effective on March 8, 1977. It requires corporate and partnership bidders for school district contracts (as well as State, County and Municipal Agencies) to submit a list of names and addresses of all stockholders owning ten (10%) percent or more of its stock, or in the case of a partnership, the names and addresses of those partners owning a ten (10%) percent or greater interest therein.

In addition, if one or more of such stockholder or partner is itself a corporation or partnership, the stockholders holding ten (10%) percent or more of that corporation or the individual partners owning ten (10%) percent or greater interest in that partnership, as the case may be, shall also be listed. These statements of names and addresses must be submitted prior to the receipt of the bid or must accompany bid. No award or contract or agreement entered into may be made if there is a failure to comply with the provisions of this law.

Please complete the following information and submit one (1) copy with your bid.

STOCKHOLDERS NAME	ADDRESS	PERCENTAGE % OF STOCK OWNED
_____	_____	_____
_____	_____	_____
_____	_____	_____

Company Name: _____

Signed By: _____

Title: _____

Address: _____

Telephone No. _____

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY _____ OF 20

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL.)

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

SS:

COUNTY OF HUDSON

I, _____ of the City of _____, in the County of _____ and the State of _____, of full age, being duly sworn according to Law, upon my oath depose and say that:

I am _____ of the firm of _____ the bidder making the Proposal for the above named project and that I executed the said Proposal 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 action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said project.

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

Maintained by: _____ (Name of Contractor) _____ (Title)

(Also type or print of affiant under signature)

ATTEST:

Secretary

(AFFIX CORPORATE SEAL)

SWORN AND SUBSCRIBED TO BEFORE ME THIS

_____ DAY OF _____, 20

NOTARY PUBLIC OF

MY COMMISSION EXPIRES ON: _____



CITY OF JERSEY CITY
DIVISION OF PURCHASING

394 CENTRAL AVENUE, 2ND FLOOR | JERSEY CITY, NJ 07307
P: 201 547 5155/5156 | F: 201 547 6585



STEVEN M. FULOP
MAYOR OF JERSEY CITY

PETER FOLGADO
DIRECTOR OF PURCHASING, O.P.A., R.P.P.O.

CERTIFICATION REGARDING SUSPENSION/DEBARMENT

I am _____ of the firm of _____
the Contractor who submitted the lowest responsible bid for the project known as

I executed the Proposal submitted to the City of Jersey City with the full authority to do
so. As of the date of execution of this Certification on this _____ day of _____
20____, the firm of _____ has not been suspended or debarred
from submitting bid proposals by the United States of America, its departments,
divisions, and agencies or by the State of New Jersey, its departments, divisions, and
agencies.

I certify that the foregoing statements are true. I am aware that if any of the
foregoing statements made by me are willfully false, I am subject to punishment.

(Name of Contractor)

Signed By: _____

Dated: _____

Title: _____

Sworn and subscribed to before me
This _____ day of _____, 20____

*Must be notarized and returned with bid only if total bid amount exceeds \$100,000.00

SUMMER FOOD SERVICE PROGRAM INVITATION FOR BID AND CONTRACT

This document contains an invitation to food service management companies to bid for the furnishing of 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 Part 225 of the United States Department of Agriculture (USDA) regulations. This document sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance it shall constitute the contract between the bidder and the sponsor named below.

SPONSOR		BID OPENING	
NAME <i>City of Jersey City - Dept of Rec</i>	BID ISSUE DATE <i>Jun 1, 2015</i>	BID NUMBER	
AGREEMENT # <i>09-00211</i>	DATE <i>Tuesday June 16, 2015</i>		
ADDRESS (Include City, State, Zip Code) <i>1 Chapel Ave, Jersey City, NJ 07305</i>	TIME <i>11:00 AM</i>		
CONTACT NAME <i>Alta Carter</i>	LOCATION <i>Division of Purchasing 344 Central Ave Jersey City, NJ 07307</i>		
TELEPHONE NUMBER <i>(201) 547-5279</i>	TELEPHONE NUMBER <i>(201) 547-4896</i>		

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

SECTION A - UNIT PRICE SCHEDULE/CONTRACT DATES

COMMENCEMENT DATE <i>Monday June 29, 2015</i>		EXPIRATION DATE <i>Friday August 14, 2015</i>		
MEAL TYPE	ESTIMATED NUMBER OF SERVINGS (MEALS) PER DAY	ESTIMATED NUMBER OF SERVING DAYS	UNIT PRICE	ESTIMATED TOTAL PER MEAL
<i>Breakfast</i>	<i>2,252</i>	<i>34</i>		
<i>Lunch</i>	<i>2,752</i>	<i>34</i>		
			Estimated Total	\$

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

TOTAL ESTIMATED AMOUNT OF BID (TO BE INSERTED BY THE BIDDER) \$

Prompt Payment Discount (To be inserted by bidder)	% for payment within	days	
BID BOND PERCENTAGE REQUIRED (Sponsor shall insert appropriate percentage from 5% to 10%).	PERFORMANCE BOND PERCENTAGE REQUIRED (Sponsor shall insert appropriate percentage from 10% to 25%).		
Bid Bond <u>10</u> %	Performance Bond <u>25</u> %		

ACCEPTANCE		
Sponsor and Contractor agree to abide by all provisions, specifications and stipulations in the attached Contract, its Attachments A, B, C, D, E and F and the Bidding Requirements and Specifications which are expressly made part of this Contract.		
CONTRACT NUMBER	NAME (Print)	
SPONSOR SIGNATURE	TITLE	DATE

**SUMMER FOOD SERVICE PROGRAM
INVITATION FOR BID AND CONTRACT**

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Attachments

- Schedule A: Sites
- Schedule B: USDA Required Meal Patterns
- Schedule C: Menu Cycle
- Schedule D: Food Product, Packaging and Delivery Specifications
- Schedule E: Transportation Certification
- Schedule F: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

SECTION B - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

1. By submission of this offer, 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:
 - A. The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - B. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
 - C. No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.
2. Each person signing this offer certifies that:
 - A. He or she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (1)(A) through (1)(C) above; or B. He or she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein, 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 (1) (A) through (1) (C) 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 (1)(A) through (1) (C) above.

Signature of Bidder's Authorized Representative

Title

Date

In accepting this offer, the sponsor certifies that the sponsor's officers, employees or agents have not taken any action which may have jeopardized the independence of the offer referred to above.

Signature of Authorized Sponsor Representative

(Accepting a bidder's offer does not constitute award of the contract.)

Note: Sponsor and bidder shall execute this Certificate of Independent Price Determination.

SECTION C - INSTRUCTIONS TO BIDDERS

1. Definition
As used herein:
 - A. The term "bid" means the bidder's offer.
 - B. The term "bidder" means a food service management company submitting a bid in response to this invitation for bid.
 - C. The term "contractor" means a successful bidder who is awarded a contract by a Sponsor under the SFSP.
 - D. The term "food service management company" in this Invitation for Bid and Contract means any commercial enterprise or public or private nonprofit organization which contracts with a sponsor to manage any aspect of the food service, including vendors which contract with a Sponsor to prepare unitized meals.
 - E. The term "invitation for bid," hereafter referred to as IFB, means the document where the procurement is advertised. In the case of this program, the IFB becomes the contract once both parties agree in writing to all terms and conditions of the IFB.
 - F. The term "Sponsor" means the Service Institution which issues this IFB.
 - G. The term "unitized meal" means an individual proportioned meal consisting of a combination of foods meeting the Summer Food Service Program (SFSP) meal pattern requirements. Milk and/or juice may be unitized with other components or be delivered in bulk. The state agency may approve exceptions to the unitized meal such as separate hot and cold packs.

Other terms shall have the meaning ascribed to them in the SFSP regulations (7 CFR Part 225).

2. Submission of Bids

- A. Bidders are expected to examine carefully the specifications, schedules, attachments, terms and condition of this IFB. Failure to do so will be at the bidder's risk.
- B. Bids must be executed and submitted in duplicate. 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 accepted, this IFB will become the contract, and one copy of the contract will be forwarded to the successful bidder with the notice of award. The copy marked "original" will be governing should there be a variance between that copy of the bid and the other copy submitted by the bidder. No changes in the specifications or general conditions are allowed. Erasures on all copies must be initialed by the bidder prior to submission. Failure to do so may result in rejection of the bid.
- C. Bids over \$100,000 must be accompanied by a bid bond in an amount equal to the percentage specified on page 1 times the aggregate amount of the bid. The bid bond must be from a surety company listed in the current U.S. Department of Treasury Circular 570. Bid bonds will be returned (a) to unsuccessful bidders as soon as practicable after the opening of bids and (b) to the successful bidder as soon as upon execution of such further contractual documents and bond as may be required by the bid as accepted. No other form of bid bond is acceptable (cash, letter of credit, trust account, land, etc.).
- D. A copy of a current State of New Jersey wholesale license for the food preparation facilities issued by the State shall be submitted with the bid.
- E. A sample lunch that meets minimum requirements (unitized with or without milk) shall be submitted with the bid.
- F. A copy of the bidder's registration determination issued by the state agency shall be submitted with the bid.

Failure to comply with any of the above 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, etc., must be requested in writing prior to bid opening and with sufficient time allowed for a reply to reach all bidders before bid opening. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an IFB will be furnished to all prospective bidders as an amendment of 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. Time for Receiving Bids

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

6. Errors in Bids

Bidders or their authorized representatives are expected to inform themselves as to all conditions, requirements and specifications 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 extension of prices in the bid, the unit price shall govern.

7. Evaluation of Bidders/Award of Contract

- A. The contract will be awarded to that responsible bidder whose bid conforms to all of the terms, conditions and requirements of the IFB and is the lowest total estimated amount.
- B. The sponsor reserves the right to reject any or all 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 in a position to perform the contract.

8. Late Bids, Modifications of Bids or Withdrawal of Bids

- A. Any bid received after the exact time specified for receipt of bids will not be considered.

- B. Any modification or withdrawal of bid is subject to the same conditions as in (A) above, except that withdrawal of bids by telegram is authorized. A bid may also be withdrawn 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, but only if the withdrawal is made prior to the exact time set for receipt of bids.
- C. Notwithstanding the above, a late modification of an otherwise successful bid which makes its terms more favorable to the sponsor will be considered at any time it is received and may be accepted.

SECTION D - SCOPE OF SERVICES

- 1. United States Department of Agriculture (U.S.D.A.) regulations 7 CFR Part 225, entitled Summer Food Service Program are hereby incorporated by reference.
- 2. Contractor agrees to deliver unitized meals inclusive of milk or juice to locations set out in Schedule A, attached hereto and made a part thereof, subject to the terms and conditions of this solicitation.
- 3. All meals furnished must meet or exceed USDA meal pattern requirements set out in Schedule B attached hereto and made a part hereof.
- 4. Contractor shall furnish meals as ordered by the sponsor during the period of operation specified on page 1 and as further specified in Schedule A.

SECTION E - UNIT PRICE SCHEDULE INSTRUCTIONS

- 1. Instructions for Unit Price Schedule - Section A
 - A. Sponsor shall enter the first and last required delivery dates for meal service under Contract Dates (Commencement/Expiration).
 - B. Bidder 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 of the sites stated in Schedule A. As an example:

(1)	(2)	(3)	(4)	(5)
Meal Type	Estimated Number Of Servings (Meals) Per Day	Estimated No. Of Serving Days	Unit Price Per Meal	Estimated Total
Lunch	2,501	30	\$1.40	\$105,042.00
	1,501	10	\$1.45	\$ 21,764.00
	1,500	5	\$1.49	\$ 11,175.00
Estimated Total Lunch				

- 1) Sponsor shall insert appropriate number of meal servings based on historical data, if available. This shall be done for each meal type. The sponsor may use discretion in choosing the number of meal servings. The sponsor should only choose the numbers which are appropriate for its meal servings.
 - 2) Sponsor shall fill in number of operating days during the contract period anticipated for each quantity shown for each meal type.
 - 3) Bidders shall insert appropriate unit prices in ink or typed for quantities of meal servings.
 - 4) Bidders shall calculate estimated total for each meal type and Total Estimated Amount of Bid.
- C. Unit prices are fixed for the term of the contract. The duration of this agreement is limited to a single year. There is no renewal option.
- 2. Evaluation of bids will be performed as follows:
 - A. Multiply the estimated number of servings (meals) for each meal type by the estimated serving days and multiply this product by the unit price for this meal type.
 - B. Add the estimated totals for each meal type to arrive at the total estimated amount of bid.
 - 3. Pricing shall be based on the cycle menus described in Schedule C. All bidders must submit bids on the same cycle menus provided by the sponsor. Deviation from this menu cycle shall be permitted only upon authorization of the sponsor. Bid price must include the price of food components (including milk and/or juice, if part of unitized meal), packaging, transportation and all other related costs (e.g. condiments, utensils, etc.).
 - 4. Number of Servings are estimated: They are the best-known estimates for requirements during the operating period. The sponsor reserves the right to order more or less meals than estimated at the beginning of the operating period. Contractor will be paid at the applicable unit price rate for all meals delivered in accordance with this contract and SFSP regulations. Sponsor does not guarantee orders for quantities shown. 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.

5. 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.

The sponsor reserves the right to increase or decrease the number of meals ordered on a 48 hours notice, or less if mutually agreed upon between the parties to this contract.

6. Meal-Cycle Change Procedures

Meals will be delivered on a daily basis in accordance with the menu cycle which appears in Schedule C. Menu changes may be made only when agreed upon by both parties. When an emergency situation exists which might prevent the contractor from delivering a specified meal component, the sponsor shall be notified immediately so substitutions can be agreed upon. The sponsor reserves the right to suggest menu changes within the contractor suggested food cost, periodically throughout the contract period.

7. Noncompliance

The sponsor reserves the right to inspect and determine the quality of food delivered and reject any meals which do not comply with the requirements and specifications of the contract. The contractor will not be paid for unauthorized menu changes, incomplete meals, rejected meals not delivered within the specified delivery time period, and meals rejected because they do not comply with the specifications. The sponsor reserves the right to obtain meals from other sources, if meals are rejected due to any of the stated reasons. The contractor will be responsible for any excess cost, but will receive no adjustment in the event the meals are procured at lesser cost. The sponsor or inspecting agency shall notify the 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. In the event that disallowances are made on the basis of statistical sampling, the sponsor and the contractor will be notified in writing by the administering agency as to the number of meals disallowed, the reasons for disallowance, and the methodology of the statistical sampling procedures employed.

SECTION F - GENERAL CONDITIONS1. Supervisions and Inspection of Facility

- A. The contractor shall provide management supervision at all times and maintain constant quality control to check for portion size, appearance and packaging, in addition to be quality of products.
- B. The contractor hereby agrees to 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 product. Contractor recognizes right of representative of sponsor, New Jersey Department of Agriculture and/or representatives of the United States Department of Agriculture to inspect contractor's food service facilities at any time during contract period. Such inspection may proceed with or without notice to contractor.
- C. The 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 the sponsor and the state agency. 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.

2. Record Keeping

- A. Delivery tickets must be prepared by the contractor at a minimum in three copies: one for the contractor, one for the site personnel and one for the sponsor. Delivery tickets must be itemized to show the number of meals of each type delivered to each site. Designees of the sponsor at each site will check adequacy of delivery and meals before signing the delivery ticket. Invoices shall be accepted by the sponsor only if signed by sponsor's designee at the site.
- B. The contractor shall maintain records supported by delivery tickets, invoices, receipts, purchase orders, production records for this contract or other evidence for inspection and reference to support payments and claims.
- C. The books and records of the contractor pertaining to this contract shall be available for inspection and audit by representatives of the state agency, the U.S. Department of Agriculture, the sponsor and the U.S. General Accounting Office at any reasonable time and place for a period of three years from the date of submission of the sponsor's final claim for reimbursement or until the final resolution of any outstanding investigations or audits.
- D. Sponsor shall notify contractor within 24 hours of notification of disallowed meals. This requirement in no way to be construed as to impair the independent duty of the state agency to disallow any portion of a claim for reimbursement or otherwise proceed in accordance with 7 CFR 225.13.

3. Method of Payment

- A. The contractor shall submit its itemized invoices to the sponsor weekly in compliance with Section 225.6(h)(2) (iv) of the SFSP regulations. 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 the site representative of the sponsor.
- B. The contractor shall be paid by the sponsor for all meals delivered in accordance with this contract and SFSP regulations. However, neither the USDA nor the state agency assumes any liability for payment of differences between the number of meals delivered by the contractor and the number of meals served by the sponsor that are eligible for reimbursement.

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

The contractor shall provide the sponsor with a performance bond in the amount specified on page 1. The bond shall be executed by the 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 award of the contract. Upon satisfactory performance of contractor's contractual obligations and at the expiration of the contract term, contract shall be entitled to cancellation of performance bond.

5. Insurance

The contractor shall procure and maintain the following insurance. (Addendum attached)

- 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 state 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 New Jersey Department of Agriculture in writing of any claims against either contractor or sponsor, and if suit has been filed, shall forward to contractor and state all papers received in connection there with. 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.

6. Availability of Funds

The sponsor reserves the right to cancel this contract if the federal funding to support the SFSP is withdrawn. It is further understood that in the event of cancellation of the contract, the sponsor shall be responsible for meals that have already been assembled and delivered in accordance with this contract.

7. Emergencies

- A. In the event of unforeseen emergency circumstances, the contractor shall immediately notify the 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 or not succeeding deliveries will be affected. No payments will be made for deliveries made later than two hours after specified meal time began (lunch) and one hour after specified meal service time began for breakfast and supplement.
- B. Emergency circumstances at the site precluding utilization of meals are the concern of the sponsor. The sponsor may cancel orders provided the contractor is contacted by 7:00 a.m. on the day of delivery or in the time to "hold" or "recall" delivery if mutually agreed upon between the parties to this contract.
- C. Adjustments for emergency situations that affect the 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 the contractor and sponsor.

8. Termination

- A. The sponsor reserves the right to terminate this contract if the contractor fails to comply with any of the requirements of this contract. The sponsor shall notify the contractor and surety company, if applicable, of specific instances of noncompliance in writing, in instances where the contractor has been notified of noncompliance with the terms of the contract and has not taken immediate corrective action, the sponsor shall have the right, upon written notice, of the immediate termination of the contract and the contractor or surety company, if applicable, shall be liable for any damages incurred by the sponsor. The sponsor shall process a procurement action on a competitive basis to arrive at a fair and reasonable price, if the contractor was not required to be bonded in accordance with Section 225.15(m) (6) of the regulations.

Insurance Addendum

- A. Comprehensive General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate; including Products & Completed Operations coverage.
- B. Workers Compensation with NJ statutory limits and Employer's Liability in the amount of \$1,000,000.
- C. Automobile Liability in the amount of \$1,000,000 combined single limit.
- D. Professional Liability in the amount of \$2,000,000 per occurrence and in aggregate.
- E. Contractor shall indemnify sponsor and state against loss or damage including attorney fees and costs of litigation caused by negligent acts of contractor or of contractor's agents or employees.
- F. Contractor expressly agrees to defend any suit against sponsor for personal injury, sickness or disease arising out of consumption of use of products purchased from contractor (as well as suite for loss resulting from pilferage by contractor's employees). Sponsor shall promptly notify contractor and New Jersey Department of Agriculture in writing of any claims against either contractor or sponsor, and if suit has been filed, shall forward to contractor and state all papers received in connection there with. 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.

- B. The sponsor may, by written notice to the contractor, terminate the right of the contractor to proceed under this contract, if it is found by the sponsor that gratuities in the form of entertainment, gifts or otherwise were offered or given by the contractor to any officer or employees of the sponsor with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the sponsor makes such findings shall be in issue and may be reviewed in any competent court.
- C. In the event this contract is terminated as provided in paragraph (B) hereof, the sponsor shall be entitled (i) to pursue the same remedies against the contractor it could pursue in the event of breach of the contract by the 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 the contractor in providing any such gratuities to any such officer of employee.
- D. The rights and remedies of the 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. 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. If contract is terminated in this manner, sponsor shall be released from liability for food ordered by contractor but shall remain liable for food prepared for delivery by contractor before notice is given.
- F. Should contractor default in timely or adequate performance of any of its obligations hereunder sponsors may, upon notice to contractor and state agency, utilize program payments to satisfy the debts or obligation owed sponsor by contractor.
- G. Sponsor and contractor agree that sponsor may cancel contract within 72 hours notice to the contractor and with approval of the state agency for any one or more of the following documented reasons.
- 1) Sponsor disallows 5 percent of all meals delivered in one week or 10 percent of any meal type for one week.
 - 2) Contractor fails to deliver any one meal type on any day without sufficient justification.
 - 3) Ten percent (10%) of a sponsor's sites under this contract, over a one-week period, received meal delivery outside of the approved time.
 - 4) Five percent (5%) of the meals delivered over a one-week period, under this contract, did not follow the approved menu cycle (Schedule C).
 - 5) Any part of this contract was assigned or subcontracted to another company for the preparation of the meals.
- H. Contractor may cancel this contract for the following documented reason:
- An excess of five percent (5%) of the meals delivered under this contract, over a one-week period were disallowed by the state agency, and are attributed to sponsor's failure to meet its responsibilities under this contract or agreement with the state agency.

9. Subcontracts and Assignments

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

10. Specifications

A. Packaging

- 1) Hot Meal Unit - Package 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:

- A) Processor's name and address (plant)
 - B) Item identity, meal type
 - C) Date of production
 - D) Quantity of individual units per carton
- 5) Meals shall be delivered with appropriate nonfood items: condiments, straws for milk, napkins, single service ware etc. Sponsors shall insert the types of condiments that are necessary for the meals on Schedule C.
 - 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) The sponsor may require that contractor provide means for maintaining adequate temperatures of meals after delivery for a period that covers said meal service (i.e. two hours for lunch, one hour for all other meal types).
 - 8) All containers shall have, on file, the name of the supplier, the telephone number, and a product label specifying ingredients for any food product unitized for meals under this contract. The contractor shall be able to immediately supply this information to the sponsor, state agency or health department for any meal served at any site listed on Schedule A.
 - 9) All components of a cold meal shall be unitized in a container before delivery to a site. 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 on one or two containers before delivery to site. If two containers are used, one will store the hot and one the cold portions of the meal. Container and overlay should be an in tight 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 be sufficient 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 the contractor's personnel at each site and serving time listed on Schedule A.
- 2) The contractor shall be responsible for delivery of meals at the specified time. Adequate refrigeration or heating shall be provided during delivery of all food to ensure that wholesomeness of food at delivery in accordance with state or local health codes.
- 3) The sponsor reserves the right to add or delete food service sites by amendment on the initial list of approved sites in Schedule A and make changes in the approved level for the maximum number of meals which may be served under the program at each site (established under Section 225.6(d)(2) of SFSP regulations). The sponsor shall notify contractor by providing an amendment to Schedule A of all sites which are approved, canceled or terminated subsequent to 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 and in accordance with the serving time schedule (Schedule A). Where holding facilities have been approved by state agency, contractor can deliver two meal types together according to the meal service time for early meals. Where emergency affects the ability of contractor to deliver meals separately or sponsor to utilize meals delivered separately, each situation is to be resolved by mutual agreement of contractor, sponsor and state agency.
- 5) The contractor must provide exactly the number of meals ordered. Counts of meals will be made by the 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) The contractor shall provide sponsor with a separate listing of sites to be serviced by each truck used for delivery 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 at the site at a maximum temperature of 45 degrees Fahrenheit but shall not have a temperature of less than 32 degrees Fahrenheit at 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 45 degrees Fahrenheit until time of site delivery.

- 10) Hot meals shall be delivered at the site at a temperature of at least 140 degrees Fahrenheit but shall not exceed 160 degrees Fahrenheit at 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 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 Schedule D, and conform to the menu cycle on Schedule C.
- 2) All meat and meat products, except sausage products, shall have been slaughtered, processed and manufactured in plants inspected under 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.

SECTION G – GENERAL PROVISIONS

1. Equal Employment Opportunity

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented by regulations at 41CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

2. Contract Work Hours and Safety Standards Act

The 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 in excess of \$2500 that involve employment of mechanics or laborers.]*

3. Environmental Protection / Energy Conservation

The Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*). *[Contracts in excess of \$100,000.]*

The Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

4. 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.

New Jersey Department of Agriculture
Division of Food and Nutrition
Summer Food Service Program - Schedule A

DEPARTMENT INFORMATION SIGN & PAID
SIGNATURE OF AUTHORIZED SPONSOR OR REPRESENTATIVE
DATE 7/14/15

Agreement No.: 09-0021

Vendor ID: V22600201305

Phone: (201)547-6800

Sponsor: JERSEY CITY DEPT OF:

DUNS NO.: 831438275
Congressional District:

Dawn Patel-Gonzalez
1 Chapin St, Jersey City, NJ 07305

Effective Date: 07/01/2014
Approval Date: 07/01/2014

Site	Name/Address	Ph.	From	To	Add. Days	Incl. With	Bst. ALMS	Time	AM Spt.	Time	PM Spt.	Time	Dinn ALMS	Time	Del. %	
001	GREATER TABERNAACLE 2261 KENNEDY BLVD JERSEY CITY, NJ 07304	(201)433-2009	7/29/15	8/14/15			20	30	08:30				20	30	11:30	S A
016	TRINITY FAITH CHURCH 1944 JFK BLVD JERSEY CITY, NJ 07305	(201)209-0404	7/29/15	8/14/15			15	20	08:30				35	45	11:30	S A
036	<i>Central Jersey Arts Theater</i> CAMP LIBERTY 300 MORRIS PESIN DR. JERSEY CITY, NJ 07305	(201)434-7030	7/29/15	8/14/15			0						20	30	12:00	S A
044	KENNEDY DANCERS 79 CENTRAL AVE JERSEY CITY, NJ 08032	(201)659-2130	7/14/15	7/31/15			0	10	10	08:45			25	30	12:30	S A
057	BETHANY LUTHERAN 2015 KENNEDY BLVD JERSEY CITY NJ, NJ 07304	(201)432-8773	7/8/15	8/14/15			0	50	60	08:00			50	60	12:30	S A

New Jersey Department of Agriculture
 Division of Food and Nutrition
 Summer Food Service Program - Schedule A

Agreement No.: 09-0021
 Vendor ID: V22600201305

Phone: (201)547-6800

Sponsor: JERSEY CITY DEPT. of Recreation
 Raven Point Complex
 10th Street Avenue
 Jersey City, NJ 07305

DUNS NO.: 831438275
 Congressional District:

Site	Name/Address	Ph:	From	To	Add. Days	Incl. Wth	Bst. ALMS	Time AM	Sppi ALMS	AM Time	Lnch ALMS	Lnch Time PM	Sppi ALMS	PM Time	Dinn ALMS	Dinn Time	Dat	Day	
050	ST PAULS CHURCH 38 DUNCAN AVENUE JERSEY CITY, NJ 07304	(201)874-4404	6/29/15	8/17/15		C	50	60:09:00			20	28:12:30						S	A
076	JC REC. PERSHING FIELD 201 CENTRAL AVE JERSEY CITY, NJ 07305	(201)547-4297	7/6/15	8/14/15		O	70	75:09:00			70	75:12:00						S	A
083	ST. MARKS SUMMER CAMP 427 WEST SIDE AVE CLOSED WED & FRI JERSEY CITY, NJ 07304	(201)566-0521	7/6/15	8/7/15		O	70	80:09:00			70	80:12:00						S	A
103	REMARKABLE MOSSI 453 MLK DRIVE JERSEY CITY, NJ 07305	(201)332-6322	6/29/15	8/14/15		O	45	50:09:00			45	50:12:30						M	A
113	MILLER BRANCH LIBRARY 489 BERGEN AVE LUNCH 12:00 ON WEDNESDAYS	(201)547-4551	6/29/15	8/14/15		O					50	55:11:00						S	A

New Jersey Department of Agriculture
 Division of Food and Nutrition
 Summer Food Service Program - Schedule A

Agreement No.: 09-0021
 Vendor ID: V22600201305

Phone: (201)547-6900

Sponsor: JERSEY CITY DEPT OF RECREATION
 Gaven Park Complex
 104 Chapel Hill
 Jersey City, NJ 07305

DUNS NO.: 831438275
 Congressional District:

Title: Name/Address
 JERSEY CITY, NJ 07304

AM Time: AM Sptl AM Sptl
 PM Time: PM Sptl PM Sptl
 Lunch: Lunch Lunch
 Del: Del
 ALMS ALMS ALMS ALMS

116 NEW CITY KIDS
 240 FARMOUNT AVE
 JERSEY CITY, NJ 07304
 Ph: (201)915-9896
 From: 6/29/15
 To: 8/14/15

O	100	110	08:30			100	110	12:00			S	A
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~~119 P.A.C.E.
 390 MAIN ST AVE
 JERSEY CITY, NJ 07302~~
 Ph: (201)963-3583
 From: 6/29/15
 To: 8/14/15

O	100	110	08:30			20	30	12:00			S	A
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145 GENESIS SUMMER CAMP
 317 THIRD STREET
 JERSEY CITY, NJ 07305
 Ph: (201)798-0642
 From: 6/29/15
 To: 8/14/15

C	80	90	08:00								S	A
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163 MONUMENTAL BAPTIST
 121-124 LAFAYETTE STREET
 JERSEY CITY, NJ 07304
 Ph: (201)673-3319
 From: 6/29/15
 To: 8/14/15

O	30	40	08:00			30	40	12:00			S	A
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New Jersey Department of Agriculture
 Division of Food and Nutrition
 Summer Food Service Program - Schedule A

Agreement No.: 09-0021

Vendor ID: V22600201305

Phone: (201)547-6800

Sponsor: JERSEY CITY DEPT. OF RECREATION
 Queen Anne's Complex
 1 Chapel Avenue
 Jersey City, NJ 07305

DUNS NO.: 831438275
 Congressional District:

Site	Name/Address	Ph:	From:	To:	Addr. Days	Incl. With	Bst ALMS	Bst Time	AM Sppi	AM Time	AM Sppi	Lunch ALMS	Lunch Time	PM Sppi	PM Time	PM Sppi	Dinn ALMS	Dinn Time	Del. S	
235	SNUGGLE BEAR KIDZ 140 MILK DRIVE JERSEY CITY, NJ 07302	(201)332-3675	4/29/15	8/14/15	C		50	60:08:00												S A
244	GARDEN OF MUSTARD SEEDS 368 PALISADES AVE JERSEY CITY, NJ 07307	(201)424-2103	6/20/15	8/14/15	O		25	35:09:00					25	35:11:45						S A
245	HOLLAND GARDENS 287 16TH ST. JERSEY CITY, NJ 07302	(201)706-4771	6/29/15	8/14/15	C		25	35:08:00					25	35:12:00						S A
246	SCH BASED YOUTH SERV 239 BERGEN AVENUE JERSEY CITY, NJ 07302	(201)413-6952	7/6/15	8/14/15	C		30	40:03:00					30	40:01:00						S A
252	MARION GARDENS 57 DALES AVENUE JERSEY CITY, NJ 07305	(201)547-8839	6/29/15	8/14/15	C								40	50:12:00						S A

New Jersey Department of Agriculture
 Division of Food and Nutrition
 Summer Food Service Program - Schedule A

Agreement No.: 09-0021
 Vendor ID: V22600201305

Phone: (201)547-6900

Sponsor: JERSEY CITY DEPT OF RECREATION
 Quaker Run Road
 1 Airport Avenue
 Jersey City, NJ 07305

DUNS NO.: 831438275
 Congressional District:

272 CUNNINGHAM BRANCH
 LIBRARY
 275 MLK
 JERSEY CITY, NJ 07305

Ph: (201)547-4555
 From: 8/14/15
 To: 8/14/15

Add. Days	Incl. With	Bst. ALMS	Bst. Sppi	AM Time		Lunch ALMS	Lunch Sppi	PM Time		Dinn ALMS	Dinn Sppi	Del	S/A
				Time	Sppi			Time	Sppi				
	O				10		20		12:30				S/A

* 274 BLESSED ASSURANCE
 BAPTIST
 100 OCEAN AVE
 JERSEY CITY, NJ 07305

Ph: (201)393-5097
 From: 8/14/15
 To: 8/14/15

Add. Days	Incl. With	Bst. ALMS	Bst. Sppi	AM Time		Lunch ALMS	Lunch Sppi	PM Time		Dinn ALMS	Dinn Sppi	Del	S/A
				Time	Sppi			Time	Sppi				
	O				30		40		11:00				S/A

275 CRADLES TO CRAYONS
 LEARN!
 406 COMMUNIPAW AVE
 SERVE 22 PARKACROSS ST.
 JERSEY CITY, NJ 07304

Ph: (201)395-0600
 From: 8/14/15
 To: 8/14/15

Add. Days	Incl. With	Bst. ALMS	Bst. Sppi	AM Time		Lunch ALMS	Lunch Sppi	PM Time		Dinn ALMS	Dinn Sppi	Del	S/A
				Time	Sppi			Time	Sppi				
	O	50			80		90		11:30				M/A

276 MACEDONIA REDEEM PENTE
 CH
 204 MONTICELLO AVE
 NO BKFAST OR LUNCH 777-7115
 JERSEY CITY, NJ 07306

Ph: (201)209-0926
 From: 7/7/15
 To: 7/16/15

Add. Days	Incl. With	Bst. ALMS	Bst. Sppi	AM Time		Lunch ALMS	Lunch Sppi	PM Time		Dinn ALMS	Dinn Sppi	Del	S/A
				Time	Sppi			Time	Sppi				
	O	100			100		110		12:30				S/A

New Jersey Department of Agriculture
 Division of Food and Nutrition
 Summer Food Service Program - Schedule A

Agreement No.: 09-0021
 Vendor ID: V22600201305

Phone: (201)547-6900

Sponsor: JERSEY CITY DEPT of Recreation
 Caven Point Complex
 1 Chapel Avenue
 Jersey City, NJ 07305

DUNS NO.: 831438275
 Congressional District:

Site	Name/Address	Ph:	From	To	Adt. Days	Incl. With	Bst. ALMS	Time AM	AM Sppi	Time AM	AM Sppi	Lunch ALMS	Lunch Sppi	Time PM	PM Sppi	Time PM	PM Sppi	Dinn ALMS	Dinn Sppi	Day	
284	FUTURE STARS DAY CARE 123 BRUNSWICK ST JERSEY CITY, NJ 07302	(201)976-9292	4/24/15	8/14/15			35	49	08:00			35	49	11:00							M A
285	JERUSALEM TEMPLE 92 MONTICELLO AVE NO BKST OR LUNCH 7/18/14 JERSEY CITY, NJ 07304	(201)207-8497	6/24/15	8/14/15			25	60	10:30			25	60	01:30							S A
286	THE ETHICAL COMMUNITY CHARTER SCHOOL 95 BROADWAY JERSEY CITY, NJ 07308	(201)984-4161	07/28/2014	08/14/2014			30	39	08:00			50	60	11:30							S A
287	BOYS AND GIRLS CLUB 1 CANAL ST. JERSEY CITY, NJ 07302	(201)988-3395	6/24/15	8/14/15			100	110	08:30			250	275	12:00							S A
288	LITTLE PEOPLE FUN 122 GRANT AVE JERSEY CITY, NJ 07305	(201)328-5458	07/01/2014	08/15/2014			0	20	09:30			30	50	12:30							S A

New Jersey Department of Agriculture
 Division of Food and Nutrition
 Summer Food Service Program - Schedule A

Agreement No.: 09-0021
 Vendor ID: V22600201305

Phone: (201)547-6900

Sponsor: JERSEY CITY DEPT OF RECREATION
*Governor's Point Complex
 1 Chapel Avenue
 Jersey City, NJ 07305*

DUNS NO.: 831438275
 Congressional District:

Site Name/Address

289 KIDZ ACADEMY
 799 WESTSIDE AVE
 JERSEY CITY, NJ 07306

Add. Days	Incl. Wthr	Blst	Blst ALMS	Bist	Bist ALMS	AM Time		PM Time		Dinn ALMS	Dinn	Dinn ALMS	Dinn	Del	%		
						Spl	AM	Spl	PM								
0		22		29	08:30			22	29	11:30						S	A

Ph: (201)839-5102
 From: *6/29/15*
 To: *8/14/15*

290 REMARKABLE MOSSI #2
 140 MARTIN LUTHER KING JR.
 JERSEY CITY, NJ 07305

0		15		25	08:30			18	25	12:45						S	A
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Ph: (204)435-0222
 From: 07/03/2014
 To: 07/08/2014

291 ALL ACCESS TO LIFE
 JERSEY CITY, NJ 07305

0		125		135	08:00			125	135	12:00						S	A
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Ph: (201)204-2040
 From: *7/6/15*
 To: *7/10/15*

292 NAZERINE TEMPLE
 VACATION BIBLE
 225 OLD BERGEN RD.
 JERSEY CITY, NJ 07305

0		29		30	09:30			29	30	12:00						S	A
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Ph: (201)432-4505
 From: 07/29/2014
 To: 08/01/2014

293 TRUE VINE CHURCH
 129 LINDEN AVE
 JERSEY CITY, NJ 07305

0		20		30	08:00			20	30	11:00						S	A
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Ph: (201)938-1300
 From: *7/14/15*
 To: *8/14/15*

New Jersey Department of Agriculture
 Division of Food and Nutrition
 Summer Food Service Program - Schedule A

Agreement No.: 09-0021

Vendor ID: V22800201305

Phone: (201)547-6800

Sponsor: JERSEY CITY DEPT OF RECREATION

*Deven Fern + Co-ops
 1 Chapel Avenue
 Jersey City, NJ 07305*

DUNS NO.: 831438275

Congressional District:

Site Name/Address

306 KIDZ CASTLE
 207 OCEAN AVE.
 JERSEY CITY, NJ 07305

Add. Days	Incl. Wkly	Bist ALMS	Bist ALMS	Time AM	AM Sptl ALMS	Time AM	AM Sptl ALMS	Lunch ALMS	Lunch ALMS	Time PM	PM Sptl ALMS	Time PM	PM Sptl ALMS	Dinn ALMS	Dinn ALMS	Del	S	A	
0	80	90	09:00					80	90	12:00								S	A

Ph: (201)946-6700
 From: 7/20/15
 To: 7/24/15

311 JERSEY CITY SUMMER WORK
 ART PROGRAM
 140 MARTIN LUTHER KING DR
 JERSEY CITY, NJ 07304

0								15		15								S	A
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Ph: (201)287-3209
 From: 7/23/15
 To: 8/14/15

312 ST. GEORGE SHENOUDA
 136 VROOM STREET
 NO BREAKFAST ON
 TUESDAYS
 JERSEY CITY, NJ 07306

0	40	45	09:00					40	45	12:30								S	A
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Ph: (973)777-0913
 From: 8/24/15
 To: 8/14/15

Rate

64	2274	2274	0	0	2754	3327	0	0	0	0	0	0	0	0	0	0	0	0	0
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2054

2152

SCHEDULE B
U.S. DEPARTMENT OF AGRICULTURE REQUIRED MEAL PATTERNS

BREAKFAST

FLUID MILK - 8 ounces

VEGETABLE AND FRUITS - Vegetables and/or fruits - $\frac{1}{2}$ cup, or full-strength vegetable or fruit juice - $\frac{1}{2}$ cup/4 ounces, or an equivalent quantity of any combination of vegetable(s), fruit(s) and juice.

BREAD OR CEREAL (one of the following or combination to give equivalent quantities):

BREAD - whole-grain or enriched - 1 slice

BREAD ALTERNATES - whole-grain or enriched

- cornbread, biscuits, rolls, muffins, etc. - 1 serving
- cooked pasta or noodle products - $\frac{1}{2}$ cup
- cooked cereal grains, such as rice, corn grits or bulgar - $\frac{1}{2}$ cup

CEREAL - whole-grain, enriched or fortified

- cooked cereal - $\frac{1}{2}$ cup
- cold dry cereal - $\frac{3}{4}$ cup/1 ounce which-ever is less

(OPTIONAL) MEAT AND/OR MEAT ALTERNATE

One of the following or combination to give the equivalent quantities):

- cooked lean meat, poultry or fish - 1 ounce, edible portion
- cheese - 1 ounce
- eggs - $\frac{1}{2}$ large egg
- cooked dry beans or peas - $\frac{1}{4}$ cup
- peanut butter - 2 tablespoons
- yogurt - plain or flavored, sweetened or unsweetened - 4 ounces = 1 ounce meat alternate

LUNCH OR SUPPER

FLUID MILK - 8 ounces

MEAT AND/OR MEAT ALTERNATE (one of the following or combination to give the equivalent quantities):

- cooked lean meat, poultry or fish - 2 ounces, edible portion
- cheese - 2 ounces
- eggs - 1 large egg
- cooked dry beans or peas - $\frac{1}{2}$ cup
- peanut butter, soynut or other nuts or seed butters - 4 tablespoons

• peanut, soynut or tree nuts or seeds - 1 ounce = 50 percent of requirement

• yogurt - plain or flavored, sweetened or unsweetened - 8 ounces = 2 ounce meat alternate

VEGETABLE AND FRUITS

• Vegetables or fruits - $\frac{3}{4}$ cup of two or more vegetables or fruits

• Full-strength vegetable or fruit juice - $\frac{3}{8}$ cup minimum can be counted towards meeting this requirement

BREAD AND/OR BREAD ALTERNATES (one of the following or combination to give equivalent quantities):

BREAD - whole-grain or enriched - 1 slice

BREAD ALTERNATES - whole-grain or enriched

- cornbread, biscuits, rolls, muffins, etc. - 1 serving
- cooked pasta or noodle products - ½ cup

- cooked cereal grains, such as rice, corn grits or bulgar - ½ cup

CEREAL - whole-grain, enriched or fortified

- cooked cereal - ½ cup
- cold dry cereal - ¾ cup/1 ounce whichever is less

SUPPLEMENT (SNACK)

Any two of the following four groups:

1) **FLUID MILK** - 8 ounces

2) **VEGETABLE OR FRUIT** - ¾ cup

3) **MEAT AND/OR MEAT ALTERNATE** (one of the following or combination to give equivalent quantities):

- cooked lean meat, poultry or fish - 1 ounce, edible portion
- cheese - 1 ounce
- egg - ½ large egg
- cooked dry beans or peas - 1/4 cup
- peanut, soynut or other nuts or seed butters - 2 tablespoons
- peanut, soynut or tree nuts or seeds - 1 ounce = 50 percent of requirement
- yogurt - plain or flavored, sweetened or unsweetened - 4 ounces = 1 ounce meat alternate

Juice cannot be served if milk is the only other component

FRUIT AND JUICE

A variety of at least three fruits or vegetables and fruit or vegetable juices shall be served in a five-day period with no two items of the same kind served for two meals in a row nor two days in a row. The same kind of fruit or vegetable juice and fruit or vegetable shall not be served at the same meal. All sites must receive the same fruit/vegetable or fruit/vegetable juice for the same meal on the same day.

NUTS AND SEEDS

Nuts and seeds may fulfill: (1) no more than ½ of the meat/meat alternate requirement for lunch/supper and (2) all of the meat/meat alternate requirement for the supplement food (snack). Note: Acorns, chestnuts and coconuts may not be used as a meat alternate due to extremely low protein and iron content.

EXTRAS

Other foods such as butter or fortified margarine, spreads, desserts, potato chips, pickle chips, ice cream, etc. are not creditable towards meeting any part of the requirements but should be included to improve acceptability and provide additional calories and nutrients. These costs are not reimbursable. **Extra food items must be creditable to be reimbursed.**

SUMMER FOOD SERVICE PROGRAM

SCHEDULE C

Attach Copy of Completed Schedule C – Menu

FRUIT, VEGETABLE AND JUICE

A variety of at least three fruits or vegetables and fruit or vegetable juices shall be served in a five-day period with no two items of the same kind served for two meals in a row or two days in a row. The same kind of fruit or vegetable juice and fruit or vegetable shall not be served at the same meal. All sites must receive the same fruit/vegetable or fruit/vegetable juice for the same meal on the same day.

Sponsor CITY OF JERSEY CITY-RECREATION
 Agreement # 09-0021
 Telephone 201-547-5279

APPROVED
 05/28/15

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

STATE AGENCY USE ONLY:
 Approved by W. J. [Signature] Date 05/28/15
 Expiration Date 04/15/16
 M/D/Y/YR

TEN DAY MENU PLANNER

WEEK	1	2	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
1. Juice or Fruit or Vegetable (2)	Apple Sauce	1/2 c 4ozs.	Orange	1/2 c 4ozs.	Banana	1/2 c 4ozs.	Fruit Cocktail	1/2 c 4ozs.
2. Bread or Alternate (3)	Corn Muffin	1 SERV.	Rice Krispies Cereal	1 SERV.	Cinnamon Raisin Bagel	1 SERV.	Corn Flakes Cereal	1 SERV.
3. Milk	2% Chocolate Milk	8 OZS.	2% White Milk	8 OZS.	2% Chocolate Milk	8 OZS.	2% White Milk	8 OZS.
1. Milk		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. Bread or Alternate (3)		1 SERV.		1 SERV.		1 SERV.		1 SERV.
4. Meat or Alternate (1)		1 OZ.		1 OZ.		1 OZ.		1 OZ.
1. Meat or Alternate (1)	Beef Bologna	2 OZS.	Chicken Breast	2 OZS.	Roast Beef	2 OZS.	Turkey Breast	2 OZS.
2. Juice or Fruit or Vegetable (2)	100% Grape Juice	1/2 c 4ozs.	100% Pineapple Juice	1/2 c 4ozs.	Carrot Sticks	1/2 c 4ozs.	100% Apple Juice	1/2 c 4ozs.
3. Fruit or Vegetable	Orange	1/4 c 2ozs.	Apple	1/4 c 2ozs.	Pine	1/4 c 2ozs.	Carrot Sticks	1/4 c 2ozs.
4. Bread or Alternate (3)	Soft Roll	1 SERV.	Whole Bread	1 SERV.	Whole Bread	1 SERV.	Soft Roll	1 SERV.
5. Milk	2% White Milk	8 OZS.	2% Chocolate Milk	8 OZS.	2% White Milk	8 OZS.	2% Chocolate Milk	8 OZS.
1. Milk		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. Bread or Alternate (3)		1 SERV.		1 SERV.		1 SERV.		1 SERV.
4. Meat or Alternate (1)		1 OZ.		1 OZ.		1 OZ.		1 OZ.
1. Meat or Alternate (1)		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.
3. Fruit or Vegetable		1/4 c 2ozs.		1/4 c 2ozs.		1/4 c 2ozs.		1/4 c 2ozs.
4. Bread or Alternate (3)		1 SERV.		1 SERV.		1 SERV.		1 SERV.
5. Milk		8 OZS.		8 OZS.		8 OZS.		8 OZS.

PLEASE REFER TO SCHEDULE B OF THE AGREEMENT AND THE SEPS NUTRITION GUIDANCE FOR BRANDS 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 "bologna", Turkey Roll must = 2.5 ozs.
 (2) Peanut butter must = 4 tablespoons.
 (3) Cold dry cereal must = 3/4 cup.
 (4) Juice for Alt or PM snack must = 6 ozs.
 (5) Hot cereal must = 1/2 cup.
 (6) Sandwiches require 2 servings of bread.
 (7) Hot cereal must = 1/2 cup.

Sponsor CITY OF JERSEY CITY-RECREATION
 Agreement # 09-0021
 Telephone 201-547-5279

APPROVED
 05/28/15
 (TL)

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

SCHEDULE C

TEN DAY MENU PLANNER

STATE AGENCY USE ONLY!
 Approved by [Signature] Date 05/28/15
 Expiration Date 04/15/16
 MO/DAY/YR

REQUIRED COMPONENTS	DAY 1		DAY 2		DAY 3		DAY 4		DAY 5	
	Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size
1. Juice or Fruit or Vegetables (2)	Banana	1/2 c 4ozs.	Fruit Cocktail	1/2 c 4ozs.	Apple Sauce	1/2 c 4ozs.	Orange	1/2 c 4ozs.	Raisins	1/2 c 4ozs.
2. Bread or Alternate (3)	Rice Krispies Cereal	1 SERV.	Blueberry Muffin	1 SERV.	Corn Muffin	1 SERV.	Cinnamon Raisin Bagel	1 SERV.	Wheaties Cereal	1 SERV.
3. Milk	2% White Milk	8 OZS.	2% Chocolate Milk	8 OZS.	2% White Milk	8 OZS.	2% Chocolate Milk	8 OZS.	2% White Milk	8 OZS.
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 Alternate (3)		1 SERV.		1 SERV.		1 SERV.		1 SERV.		1 SERV.
4. Meat or Alternate (1)		1 OZ.		1 OZ.		1 OZ.		1 OZ.		1 OZ.
1. Meat or Alternate (1)	Turkey Salami Sandwich	2 OZS.	Roast Beef	2 OZS.	Chicken Breast	2 OZS.	Tuna Fish Sandwich	2 OZS.	Turkey Ham	2 OZS.
2. Juice or Fruit or Vegetable (2)	100% Pineapple Juice	1/2 c 4ozs.	Cran-Apple Juice	1/2 c 4ozs.	Celery Sticks	1/2 c 4ozs.	Cran-Grape Juice	1/2 c 4ozs.	Orange	1/2 c 4ozs.
3. Fruit or Vegetable	Carrot Sticks	1/4 c 2ozs.	Plum	1/4 c 2ozs.	Fruit Cocktail	1/4 c 2ozs.	Pear	1/4 c 2ozs.	Apple Sauce	1/4 c 2ozs.
4. Bread or Alternate (3)	Wheat Bread	1 SERV.	Soft Roll	1 SERV.	White Bread	1 SERV.	Soft Roll	1 SERV.	Wheat Bread	1 SERV.
5. Milk	2% Chocolate Milk	8 OZS.	2% White Milk	8 OZS.	2% Chocolate Milk	8 OZS.	2% White Milk	8 OZS.	2% Chocolate Milk	8 OZS.
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 Alternate (3)		1 SERV.		1 SERV.		1 SERV.		1 SERV.		1 SERV.
4. Meat or Alternate (1)		1 OZ.		1 OZ.		1 OZ.		1 OZ.		1 OZ.
1. Meat or 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 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 SSPS NUTRITION GUIDANCE FOR SPONSORS FOR PORTION REQUIREMENT
 * CHOOSE 2 COMPONENTS FOR BREAD / JUICE CANNOT BE SERVED IF MILK IS THE ONLY OTHER COMPONENT

(1) Cold cut meats with high water content, i.e. "Balls" - Turkey Roll must = 1.5 ozs.
 (2) Peanut butter must = 4 tablespoons.
 (3) Cold dry cereal must = 3/4 cup.
 (4) Hot cereal must = 1/2 cup.
 (5) Sandwiches require 2 servings of bread.
 (6) Hot cereal must = 1/2 cup.

Schedule D

FOOD PRODUCT SPECIFICATIONS SUMMER FOOD SERVICE PROGRAM

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 Summer Food Service Program.

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 or N.J. State Sanitary Code - Chapter XII Sanitation in Retail Food Establishments and Food and Beverage Vending Machines. Also, 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

Rice Flake Cereal (ready to eat) - Unsweetened, individual boxes, $\frac{3}{4}$ cup each. Made of whole-grain or enriched or fortified cereal.

English Muffin - Made of whole-grain or enriched flour or meal. Weigh at least 40 grams or 1.4 ounces, and contains approximately 35 percent moisture.

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 and iron. 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, $\frac{3}{4}$ cup each. Made from cooked paste or pearled hominy, malt, sugar, and other seasonings. Select unsweetened cereal, made from whole-grain or enriched cereal.

Rye Bread - 2 slices - 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. Weigh at least 25 grams or 0.9 ounces, and contain approximately 35 percent moisture.

Bagel - Made of whole-grain or enriched flour. Weigh at least 40 grams or 1.4 ounces and contain approximately 35 percent moisture.

Oat Flake Cereal (ready to eat) - Unsweetened, individual boxes, $\frac{3}{4}$ cup each. Made of whole-grain or enriched or fortified cereal.

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

White Bread (enriched) 2 slices - Made of flour, shortening, sugar, yeast, salt and water. 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 contain approximately 35 percent moisture.

Blueberry Muffin - Made of whole-grain or enriched flour or meal. Weigh at least 40 grams or 1.4 ounces without blueberry, and contains approximately 35 percent moisture.

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* - Minimum of 35 grams (1-1/4 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 a 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. Weigh 40 grams or 1.4 ounces containing approximately 35 percent moisture.

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 40 grams or 1.4 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 1/2 ounce. Must be made from enriched or whole-grain flour or meal or cereals.

**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 is 1-1/4 ounces (35 grams). USDA recommends that cookies as a bread be served as part of a snack no more than twice a week.*

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 - 4 sticks/each 3 inches long and 3/4 inch wide to equal 1/4 cup serving.

Bright, medium to light color. Fresh, firm, crisp branches. Free from noticeable blemishes or decay.

Carrot Sticks - 6 sticks/each 4 inches long X 1/2 inch wide to equal a 1/4 cup serving.

Select medium to small size roots which are well-shaped, smooth, 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 to 2-1/8 inches to diameter. One nectarine equals 1/2 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 $\frac{1}{2}$ cup serving (medium).

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 apricots equal $\frac{1}{2}$ 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 = $\frac{1}{2}$ cup, individual packages, 1 $\frac{1}{2}$ ounce = $\frac{1}{4}$ cup fruit.

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

Tomato Slices - 6 X 7 size. Slice in $\frac{1}{4}$ inch slices. Two slices = $\frac{1}{4}$ cup.

Tomato Wedges - 5 X 6 size. $\frac{1}{4}$ tomato = $\frac{1}{4}$ 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 = $\frac{1}{4}$ cup.

Lettuce, Leaf - One large leaf = $\frac{1}{4}$ cup.

Green color, fairly 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. $\frac{1}{2}$ pickle = $\frac{1}{4}$ 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 equals $\frac{1}{2}$ cup serving. Each banana approximately $\frac{1}{4}$ lb.

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

Purple Plum - Two plums equal $\frac{1}{2}$ cup serving.

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 fairly good consistency.

Peach - 2-1/8 inches diameter. One peach equals 1/2 cup (medium).

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 area should have a yellowish cast rather than distinctly green.

Pear - 2-1/4 to 2-3/8 inches diameter. One pear equals 1/2 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 1/2 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 equals 1/2 cup (medium).

Select fresh bright fruits, generally well-colored, well-shaped, fairly 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, 18 grapes equals 1/2 cup, with seeds 12 grapes = 1/2 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 = 1/2 cup.

MEAT/MEAT ALTERNATE SPECIFICATIONS

1. 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 spreadability. Suitability seasoning and stabilizing ingredients may be added not in excess of 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.

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 fairly good consistency.

Peach - 2-1/8 inches diameter. One peach equals 1/2 cup (medium).

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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 equals 1/2 cup (medium).

Select fresh bright fruits, generally well-colored, well-shaped, fairly 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, 18 grapes equals 1/2 cup, with seeds 12 grapes = 1/2 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 = 1/2 cup.

MEAT/MEAT ALTERNATE SPECIFICATIONS

1. Meat Alternates

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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.

2. 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 equals 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.

3. 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 cut 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 meat 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.

4. Fish Items

Tuna Fish - Fancy or solid. The can usually contain 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.

Jelly - Fruit portion packs minimum 1/2 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.

SCHEDULE E

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.

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

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

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

5. Will the delivery of the meals for this contract be subcontracted? Yes No

If yes, please provide the name, address, phone number and contract person below:

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

SCHEDULE F
UNITED STATES DEPARTMENT OF AGRICULTURE
(New Jersey Summer Food Service Program Procurements)

**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 participant certifies, by submission of this proposal, that neither it nor its principals is 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

FSMC/VENDOR Signature *Date*

INSTRUCTIONS FOR DEBARMENT CERTIFICATION

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 into. 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 anytime 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 Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order 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.



State of New Jersey

DEPARTMENT OF AGRICULTURE
Division of Food & Nutrition
PO Box 334
TRENTON NJ 08625-0334

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

DOUGLAS H. FISHER
Secretary

SUMMER FOOD SERVICE PROGRAM FISCAL YEAR 2015 REIMBURSEMENT AGREEMENT

SPONSOR LEGAL NAME City of Jersey City - Department of Recreation
ADDRESS 1 Chapel Avenue
Jersey City, NJ 07305
AGREEMENT NUMBER 09-0021

In order to accomplish the purpose of the Summer Food Service Program authorized by Section 13 of the National School Lunch Act, the Child Nutrition Act of 1966 and the Amendments to the above acts, and regulated by 7 CFR Part 225, the New Jersey Department of Agriculture (hereinafter referred to as the "Agency") and the organization whose name and address appear above (hereinafter referred to as the "Sponsor"), hereby intending to be legally bound, contract and agree to the following:

For the purpose of this Agreement, the following terms shall be construed to mean, respectively:

- A. "Administrative costs" means program costs incurred by the sponsor related to planning, organizing and managing a food service under the Program and excluding interest costs and operating costs.
- B. "Adult" means, for the purposes of the collection of the last four digits of social security numbers as a condition of eligibility for Program meals, any individual 21 years of age or older.
- C. "Advance payments" means financial assistance made available to a sponsor for its operating costs and/or administrative costs prior to the end of the month in which such costs will be incurred.
- D. "Areas in which poor economic conditions exist" means:
 - (a) The attendance area of a school in which at least 50 percent of the enrolled children have been determined eligible for free or reduced-price school meals under the National School Lunch Program and the School Breakfast Program;

- (b) A geographic area where, based on the most recent census data available or information provided from the department of welfare or zoning commission, at least 50 percent of the children residing in that area are eligible for free or reduced-price school meals under the National School Lunch Program and the School Breakfast Program;
 - (c) A geographic area where a site demonstrates, based on other approved sources, that at least 50 percent of the children enrolled at the site are eligible for free or reduced-price meals under the National School Lunch Program and the School Breakfast Program; or
 - (d) A closed enrolled site.
- E. "Camps" means residential summer camps and nonresidential day camps which offer a regularly scheduled food service as part of an organized program for enrolled children. Nonresidential camp sites shall offer a continuous schedule or organized cultural or recreational programs for enrolled children between meal services.
- F. "Children" means persons a) 18 years of age and under; and b) persons over 18 years of age who are determined by a State educational agency or a local public educational agency of a State to be mentally or physically handicapped and who participate in a public or nonprofit private school program established for the mentally or physically handicapped.
- G. "Closed enrolled site" means a site which is open only to enrolled children, as opposed to the community at large, and in which at least 50 percent of the enrolled children at the site are eligible for free and reduced price school meals under the National School Lunch Program and the School Breakfast Program, as determined by approval of applications in accordance with 7 CFR 225.15(f);
- H. "Cost of obtaining food" means costs related to obtaining food for consumption by children. Such costs may include, in addition to the purchase price of agricultural commodities and other food, the cost of processing, distributing, transporting, storing, or handling any food purchased for, or donated to the program.
- I. "Documentation" means the completion of the following information on a free meal application: (1) Names of all household members; (2) the last four digits of the social security number of the adult household member who signs the application, or an indication that the adult does not possess a social security number; (3) income received by each household member, identified by source of income (such as earnings, wages, welfare, pensions, support payments, unemployment compensation, social security and other cash income) and (4) the signature of an adult member of the household. Alternatively, "documentation" for a child who is a member of a household receiving SNAP or TANF benefits means completion of only the following information on a free meal application: the name(s) and appropriate SNAP or TANF case number(s) for the child(ren) and the signature of an adult member of the household.
- J. "Family" means a group of related or nonrelated individuals, who are not residents of an institution or boarding house but who are living as one economic unit.
- K. "Fiscal year" means the period beginning October 1 of any calendar year and ending September 30 of the following calendar year.

- L. "Food service management company" means a commercial enterprise or a nonprofit organization with which a sponsor may contract for preparing unitized meals, with or without milk, for use in the Program, or for managing a sponsor's food service operations in accordance with the limitations set forth in 7 CFR 225.15. Food service management companies may be: (a) public agencies or entities; (b) private, nonprofit organizations; or (c) private, for-profit companies.
- M. "FNSRO" means the appropriate United States Department of Agriculture ("USDA"), Food and Nutrition Service Regional Office.
- N. "Household" means "family," as defined herein.
- O. "Income accruing to the program" means all funds used by a sponsor in its food service program, including but not limited to all monies, other than program payments, received from Federal, State and local governments, from food sales to adults, and from any other source including cash donations or grants. Income accruing to the program will be deducted from combined operating and administrative costs.
- P. "Income standards" means the family-size and income standards prescribed annually by the USDA Secretary for determining eligibility for reduced price meals under the National School Lunch Program and the School Breakfast Program.
- Q. "Meals" means food which is served to children at a food service site and which meets the nutritional requirements set out in 7 CFR 225.16.
- R. "Milk" means whole milk, low-fat milk, skim milk and buttermilk. All milk must be fluid and pasteurized and must meet State and local standards for the appropriate type of milk. Milk served may be flavored or unflavored. All milk should contain vitamins A and D at levels specified by the Food and Drug Administration and at levels consistent with State and local standards for such milk.
- S. "Needy children" means children from families whose incomes are equal to or below the USDA Secretary's Guidelines for Determining Eligibility for Reduced Price School Meals.
- T. "NYSP" means the National Youth Sports Program administered by the National Collegiate Athletic Association.
- U. "NYSP feeding site" means a site which qualifies for Program participation on the basis of documentation that the site meets the definition of "areas in which poor economic conditions exist", as provided herein and at which all of the children receiving Program meals are enrolled in the NYSP.
- V. "OIG" means the Office of the Inspector General of the Department.
- W. "Operating costs" means the cost of operating a food service under the Program:
 - (a) Including the (1) cost of obtaining food, (2) labor directly involved in the preparation and service of food, (3) cost of nonfood supplies, (4) rental and use allowances for equipment and space, and (5) cost of transporting children in rural areas to feeding sites in rural areas, but
 - (b) Excluding (1) the cost of the purchase of land, acquisition or construction of buildings, (2) alteration of existing buildings, (3) interest costs, (4) the value of in-kind donations, and (5) administrative costs.

- X. "Private nonprofit" means tax exempt under section 501 (a) of the Internal Revenue Code of 1986 as amended.
- Y. "Private nonprofit organization" means an organization (other than private nonprofit residential camps, school food authorities, or colleges or universities participating in the NYSP) that meets the definition of "private nonprofit" herein and that:
 - (a) Exercises full control and authority over the operation of the Program at all sites under its sponsorship;
 - (b) Provides ongoing year-round activities for children or families;
 - (c) Demonstrates that it has adequate management and the fiscal capacity to operate the Program;
 - (d) Is an organization described in section 501 (c) of the Internal Revenue Code of 1986 and exempt from taxation under 501 (a) of that Code; and
 - (e) Meets applicable State and local health, safety and sanitation standards.
- Z. "Program" means the Summer Food Service Program for Children authorized by Section 13 of the National School Lunch Act.
- AA. "Program payments" means financial assistance in the form of start-up payments, advance payments, or reimbursement paid to sponsors for operating and administrative costs.
- BB. "Regulations" means the United States Department of Agriculture ("USDA") Regulations. (7CFR Part 225)
- CC. "Rural" means any area in a county which is not part of a Metropolitan Statistical Area or any "pocket" within a Metropolitan Statistical Area which, at the option of the State agency and with FNSRO concurrence, is determined to be geographically isolated from urban areas.
- DD. "School food authority" means the governing body which is responsible for the administration of one or more schools and which has the legal authority to operate a lunch program in those schools. In addition, for the purpose of determining the applicability of food service management company registration and bid procedure requirements, "school food authority" also means any college or university which participates in the Program.
- EE. "Self-preparation sponsor" means the sponsor prepares the meals that will be served at its site(s) and does not contract with a food service management company for unitized meals, with or without milk, or for management services.
- FF. "Session" means a specified period of time during which an enrolled group of children attend camp.
- GG. "Site" means a physical location at which a sponsor provides a food service for children and at which children consume meals in a supervised setting.

- HH. "SNAP household" means any individual or group of individuals which is currently certified to receive assistance as a household from SNAP, the Supplemental Nutrition Assistance Program.
- II. "Special account" means an account which a State agency may require a vended sponsor to establish with the State agency or with a Federally insured bank. Operating costs payable to the sponsor by the State agency are deposited in the account and disbursement of monies from the account must be authorized by both the sponsor and the food service management company.
- JJ. "Sponsor" means a public or private nonprofit school food authority, a public or private nonprofit residential summer camp, a unit of local, municipal, county or State government, a public or private, nonprofit college or university currently participating in the National Youth Sports Program, or a private nonprofit organization which develops a special summer or other school vacation program providing food services similar to that made available to children during the school year under the National School Lunch and School Breakfast Programs and which is approved to participate in the Program. Sponsors are referred to in the National School Lunch Act as "service institutions."
- KK. "State agency" means the New Jersey Department of Agriculture, Division of Food and Nutrition.
- LL. "TANF assistance unit" means any individual or group of individuals which is currently certified to receive assistance under the Temporary Assistance for Needy Families Program.
- MM. "Unit of local, municipal, county or State government" means an entity which is so recognized by the State constitution or State laws such as the State administrative procedures act, tax laws, or other applicable State laws which delineate authority for government responsibility in the State.
- NN. "Vended sponsor" means a sponsor which purchases from food service management company the unitized meals, with or without milk, which it will serve at its site(s), or a sponsor which purchases management services, subject to the limitations set forth in 7 CFR 225.15, from a food service management company.
- OO. "Yogurt" means commercially prepared coagulated milk products obtained by the fermentation of specified bacteria, that meet milk fat or milk solid requirements and to which flavoring foods or ingredients may be added. These products are covered by the Food and Drug Administration's Standard of Identity, for yogurt, low-fat yogurt and nonfat yogurt (21 CFR 131.200; 21 CFR 131.203; 21 CFR 131.206, respectively).

In order to effectuate the purpose of the National School Lunch Act, as amended, and the regulations thereunder, the New Jersey Department of Agriculture and the Sponsor whose name and address appear herein, covenant and agree as follows:

- A. The Agency shall, to the extent of funds available, reimburse the Sponsor in connection with eligible meals served to children at the approved sites listed in Schedule A (s) during the period therein stated.
- B. The Agency shall, to the extent administratively possible, make advance payments to Sponsor by June 1, July 15, and August 15 of each year for the months of June, July and August if Sponsor intends to operate at least ten (10) days in the respective month

in order to assist Sponsor in meeting operating costs and/or administrative expenses, as more specifically detailed in 7 CFR 225.9 (c)(1) through (c) (7). As a prerequisite, Sponsor must have held training sessions for administrative and site personnel. Advance payments will be subsequently deducted from regular reimbursement payments. (The Agency may withhold advance payments in some instances as specified in 7 CFR 225.9) In the event the Agency's advance payments or regular reimbursement payments to the Sponsor are late, the Agency will not be liable for payment of penalties or interest on the late payment.

- C. The Agency agrees to promptly notify the Sponsor of any change in the minimum meal requirements or reimbursement rates.
- D. The Sponsor represents and warrants that is the governing body responsible for the administration of the approved sites listed on Schedule A of this Agreement, and all subsequent Addendums, or an agency to which the sites listed on Schedule A of this Agreement, and all subsequent Addendums, have delegated authority for the operation of their food service.
- E. The Sponsor agrees to accept final administrative and financial responsibility for total program operations at all approved sites listed in Schedule A of this Agreement, and all subsequent Addendums. Government sponsors further agree to directly operate this Program at all approved sites listed in Schedule A of this Agreement, and all subsequent Addendums.
- F. The Sponsor certifies that each approved site listed in Schedule A of this Agreement, and all subsequent Addendums, serves an area in which poor economic conditions exist; or offers a regularly scheduled organized cultural or recreational activity with an enrollment and daily attendance in which at least half of all children enrolled in each session are eligible for free or reduced price school meals; or is a residential camp which, since such residential camps shall be reimbursed only for meals served to eligible children, shall submit information that documents the number of children enrolled in each session whose family incomes meet the eligibility requirements for free or reduced price school meals.
- G. The Sponsor certifies that all approved sites listed on Schedule A of this Agreement, and all subsequent Addendums, have been visited and have the capability and the facilities for the meal service planned and the number of children anticipated to be served.
- H. The Sponsor assures the Agency that it now complies with, and shall in the future comply with, Federal and State laws and regulations, including Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2002d et seq.), (P.L. 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. 1981 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) designed to ensure nondiscrimination and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), Department of Justice Enforcement Guidelines (28 CFR Parts 42 and 50), and FNS directives or regulations issued pursuant to these regulations, to the effect that, no person shall, on the ground of race, color, national origin, age, sex, disability, gender identity, religion, reprisal, political beliefs, marital status, familial or parental status, sexual orientation, income derived from any public assistance program, or protected genetic information, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Sponsor receives Federal financial assistance from the Agency; and hereby gives assurance that it will immediately take any measures necessary to effectuate this assurance.

This assurance is given in consideration of, and for the purpose of, obtaining any and all Federal financial assistance, grants and loans of Federal fund, reimbursable expenditures, grant or donation of Federal property and interest in property, and 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 which 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 Sponsor, or any improvements made with Federal financial assistance extended to the Sponsor by the department. This includes any Federal agreement, arrangement, or other contract which has as one of its purposes the provision of assistance such as food, cash assistance for the purchase of food, rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Sponsor, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from the Agency. The person, or persons, whose signature appears below certifies that he or she is authorized to sign this assurance on behalf of the Sponsor.

By accepting this assurance, the Sponsor agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized Agency and/or 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 USDA FNS shall have the right to seek judicial enforcement of this assurance.

- I. The Sponsor shall adhere to the following:
 1. Operate a nonprofit food service, during the period specified, as follows:
 - (i) From May through September for children on school vacation;
 - (ii) At any time of the year, in the case of sponsors administering the Program under a continuous school calendar system; or
 - (iii) During the period from October through April, if the sponsor serves an area affected by an unanticipated school closure due to natural disaster, major building repairs, court orders relating to school safety or other issues; labor-management disputes, or, when approved by the Agency, a similar cause.
 2. Offer meals, is a school food authority; and for all other sponsors, serve meals that meet the requirements and provisions set for the in 7 CFR 225.16 and Schedule B, in accordance with the Agency approved menu (Schedule C) during the times designated as meal service periods by the Sponsor in this Agreement, and all subsequent Addendums, and offer the same meals to all children. The menu must be the State menu or one prepared by the Sponsor and approved by the Agency. The menu shall not be developed by a food service management company.
 3. Serve meals without cost to all children, except that camps may charge for meals served to children who are not served meals under the Program.
 4. Issue a free meal policy statement that includes a statement of nondiscrimination in its policy for serving meals to children. The statement must consist of an assurance that all children are served the same meals and that there is no discrimination in

the course of the food service. Except for camps, all sponsors must also include a statement that the meals served are free at all sites.

5. Hold Program training sessions for its administrative and site personnel and not allow any site to operate until personnel have attended at least one of these training sessions.
6. Ensure that its administrative personnel attend Agency training provided to sponsors and provide additional training throughout the summer to ensure that administrative personnel are thoroughly knowledgeable in all required areas of Program administration and operation and are provided with sufficient information to enable them to carry out their Program responsibilities. Each site shall have present at each meal service at least one person who has received this training.
7. Claim reimbursement only for the type or types of meals specified in this Agreement, and any subsequent Amendments, and served without charge to children at approved sites during the approved meal service period, except that camps shall claim reimbursement only for the type or types of meals specified in this Agreement, and any subsequent Amendments, and served without charge to children who meet the Program's income standards.
8. Submit claims for reimbursement in accordance with procedures established by the Agency.
9. In the storage, preparation and service of food, maintain proper sanitation and health standards in conformance with all applicable State and local laws and regulations. Self-preparation sites must have a current health certificate.
10. Accept and use, in quantities that may be efficiently utilized by the Program, such foods as may be offered as a donation by the USDA.
11. Have access to facilities necessary for storing, preparing, and serving and refrigerating food.
12. Maintain on file documentation of required site visits and reviews and make all accounts and records relating to the Program available to State, Federal, or other authorized officials for audit or administrative review, at a reasonable time and place. The records shall be retained for a period of three (3) years after the end of the fiscal year to which they pertain, unless audit or investigative findings have not been resolved, in which case the records shall be retained until all issues raised by the audit or investigation have been resolved. A sponsor's records must be kept at the address specified in this document.
13. Visit each of its sites at least once during the first week of operation under the Program and shall promptly take such actions as are necessary to correct any deficiencies.
14. Review food service operations at each site at least once during the first four weeks of Program operations, and thereafter maintain a reasonable level of site monitoring. Sponsors shall complete a monitoring form developed by the Agency during the conduct of these reviews.
15. Conduct food service only at the approved sites listed in Schedule A. The

references herein to Schedule A shall be deemed to include such schedules as may be supplemented and amended.

16. Maintain children on site during meal service and serve meals in a planned and organized manner conducive to good eating and dietary habits.
17. Serve meals in accordance with meal time intervals specified in the regulations, 7 CFR 225, and the approved meal service times listed in the Site Information Sheets.
18. If applicable, certify that its administrative personnel have attended a state sponsored training session.
19. Hold a training session for its administrative personnel and site personnel with regard to program duties and responsibilities at the time(s) and place(s) specified in the Sponsor Management Plan, and allow no site to operate until its personnel have attended such training. Provide documentation of all training sessions to the state agency.
20. Provide adequate supervisory and operational personnel for overall monitoring and management of each food service operation, including adequate personnel to visit all food service sites at least once in the first week of operation and to promptly take such actions as are necessary to correct deficiencies found at the time of the initial visit. Documentation of such visits shall be maintained on file.
21. Provide adequate supervisory personnel to review food service operations at every site at least once during the first four weeks of program operation and thereafter to maintain a reasonable level of site monitoring.
22. Utilize the sponsor monitor form provided by the Agency and maintain it on file at the address listed on this Agreement.
23. Maintain a financial management system using Agency record keeping forms. This responsibility shall not be delegated to a food service management company.
24. Prepare and submit claims for reimbursement supplied by the Agency by the 10th of the month following the month of operation for which the claim is submitted. The Agency is prohibited by law from paying any claim submitted later than sixty (60) days following the end of the month for which meals are being claimed. Sponsors contracting with more than one food service company, must submit a separate monthly claim for each company. The preparation and submission of reimbursement claims shall not be delegated to a food service management company.
25. Not claim any site as self-preparation or rural for the extra administrative monies unless such sites conform with said definitions listed herein.
26. Accept payment(s) in the form of multiple party checks whenever the Agency deems such checks to be necessary.
27. Record interest earned on advance payments as program income.
28. If Sponsor receives Federal and/or State grant funds, it shall have an annual audit performed in accordance with the Single Audit Act, Federal OMB Circular A-133 Revised (published in the Federal Register June 27, 2003) and State Policy OMB

Circular 04-04. Audit requirements contained in OMB Circular A-133 Revised, include the following:

- (a) Recipients that expend \$100,000 or more in federal funds within their fiscal year are required to obtain audits of their operations in accordance with OMB Circular A-133 Revised.

Audit reports that meet the requirements of OMB Circular A-133 Revised shall be conducted by an independent auditor in accordance with generally accepted government auditing standards covering financial and compliance audits.

- (b) Audits conducted in accordance with OMB Circular A-133 Revised are required to contain a Schedule of Expenditure of Federal Awards. This Schedule must contain the amount of federal financial assistance expended by Catalogue of Federal Domestic Assistance (CFDA) number. The CFDA number for the Summer Food Service Program (SFSP) is 10.559.
- (c) Sponsoring Organizations that expend Federal funds from a single federal funding source, i.e., Child Nutrition Programs, may elect to have a program-specific audit conducted in accordance with OMB Circular A-133 Revised.
- (d) Sponsoring Organizations that expend less than \$100,000 or more in federal funds for fiscal years ending after December 31, 2003 are exempt from these Federal audit requirements. However, this does not exempt sponsors from complying with other applicable state and local laws and regulations regarding audit.

It should be noted that federal (Child Nutrition) funds cannot be used to pay for an audit based on requirements in excess of those mandated by OMB Circular A-133 Revised.

29. Audit Compliance:

The Sponsor must either document in writing its intent to obtain a USDA required audit for fiscal year 2015 and submit this letter of intent with its 2015 Application to Participate in the SFSP or the Sponsor must submit a letter stating that it is exempt from having an audit performed.

Letters of intent to obtain an audit should include the following information:

- a) A statement that the organization will comply with audit requirements in accordance with OMB 2 CFR Part 200, OMB Circular No. 04-04;
- b) The name and title of the individual within the organization who is responsible for coordinating the completion of the organization-wide audit that will include all 2015 SFSP funding;
- c) The name of the parent organization under whose auspices the organization-wide audit will be completed;
- d) The beginning and end dates of the organization's fiscal year and the specific fiscal year(s) that will include the 2015 SFSP records;

- e) The anticipated completion date of the audit;
 - f) A statement that a copy of the completed CPA audit report will be forwarded to NJDA within thirty (30) days of the anticipated completion date (Note: such date shall not be later than the due date of the audit, which is generally nine (9) months after the last day of the fiscal year); and
 - g) A statement that the organization will maintain the audit records for the required three (3) year period.
30. Submit an annual budget for administrative costs that must be approved by the Agency.
 31. Submit an annual application to participate in the Program accompanied by Site Information Sheets for each site at which a food service operation will be proposed.
 32. Adhere to the administrative and food service budgets as approved in the Sponsor Management Plan.
 33. Have a procurement system which fully conforms to the provisions of 7CFR 225.17 of the Program regulations or adopt procurement standards provided by the Agency which meet these provisions.
 34. Use the contract form required and provided by the Agency when contracting with a food service management company. Additions, deletions, or changes may be made only with the prior written consent of the Agency. A sponsor whose contract will exceed \$17,500 must abide by all USDA bidding procedures.
 35. Submit a signed copy of the Summer Food Service Program ("SFSP") food service management company contract to the Agency with the application documents no later than April 15th of each year. The SFSP food service management company contract shall become an attachment to this Agreement.
 36. When contracting with a school for the entire meal, the School Agreement provided by the Agency will be utilized. A signed copy of the School Agreement shall be submitted to the Agency as an attachment to the Agreement.
 37. Make payments to vendors in the total amount due for the preceding month for items covered in the contract. Such payments shall be made within ten (10) days of receipt of federal reimbursement payments from the Agency. Public entities are excluded from the requirement that the payments must be made within ten (10) days, but they must make the payments at the first opportunity pursuant to their established financial procedures.
 38. Purchase, in as large a quantity as may be efficiently utilized in the program, the foods designated as plentiful by the Agency.
 39. Refrain from transferring meals without adequate refrigeration and the written permission of the Agency.
 40. Abide by all policies, and any additions thereto, of the New Jersey SFSP Agreement Terms and Conditions, Attachment A.

41. Plan to serve and claim reimbursement for one meal per eligible child. The Sponsor acknowledges that it has no regulatory right to such reimbursement for second meals served to children if the Agency determines that the Sponsor has failed to plan and prepare or order meals with the objective of providing only one meal per child at each meal service.
 42. Notify the Agency in writing of any changes in the following: person authorized to sign contracts, director, record keeper, person responsible for the food program, dates of operation, address and telephone number and/or site facility, within ten (10) days of the change.
 43. If applicable, Sponsor assures that it will use an application to determine the eligibility of children attending camps and the eligibility of sites that are not in the attendance area of a school in which at least 50 percent (50%) of the enrolled children have been determined eligible for free or reduced-price school meals under the National School Lunch Program and the School Breakfast Program. The application shall conform to the requirements specified in 7 CFR 225.15 (f). The application and any other descriptive materials distributed, shall contain only the family size and income levels for reduced price eligibility with an explanation that households with incomes less than or equal to these values would be eligible for free meals. Such forms and descriptive materials may not contain the income standards for free meals.
 44. Neither Sponsor, nor any person on its behalf, shall discriminate against or intimidate any employee engaged in the performance of work under this Agreement or any subcontract hereunder, on account of race, creed, color, national origin, age, sex or disability. Further, in the hiring of persons for the performance of this Agreement or any subcontract hereunder, neither the Sponsor nor any person acting on behalf of Sponsor, shall by reason of race, creed, color, national origin, age, sex or disability discriminate against any person who is qualified and available to perform the work to which the employment relates.
- J. A site determined to be in violation of the meal time requirements shall be limited immediately to one meal type per day. If more than ten percent (10%) of Sponsor's sites are determined to be in violation of the meal time requirements, all of Sponsor's sites shall be limited immediately to one meal type per day.
- K. The Agency will disallow meals for reimbursement and/or reduce the maximum number of meals approved for a site and/or close sites for any one or more of the following violations:
1. Unauthorized adults consuming meals.
 2. Offsite consumption of meals.
 3. Meals claimed for reimbursement in excess of the number of meals consumed by children.
 4. Meals served which do not follow the day's menu cycle.
 5. Any other violations of USDA regulations or Agency policies.

L. This Agreement may be terminated upon ten (10) days written notice sent by certified mail, return receipt requested, on the part of either party. The Agency may terminate this Agreement for any one or more of the following documented reasons but shall not be limited to these reasons:

1. Violations of State or USDA bidding procedures.
2. Violations of the collusion clause of the bidding specifications
3. Submission of a claim for reimbursement with insufficient documentation to support said claim.
4. Unauthorized changes in the required SFSP food service management company contract.
5. Submission of inaccurate or incomplete information on the Sponsor Management Plan.
6. Submission of inaccurate or incomplete information on the Site Information Sheets.

No termination of the Agreement shall effect the obligation of the Sponsor to maintain and retain records and to make such records available for audit for a period of three (3) years after the end of the agreement year to which they pertain, except in the event of an unresolved audit, in which case, records shall be maintained until the audit is resolved.

M. The terms of this Agreement shall not be modified or changed in any way other than by mutual consent in writing of both Parties hereto.

I CERTIFY THAT THE INFORMATION ON THIS FORM AND SUBSEQUENT ATTACHMENTS IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT THIS INFORMATION IS BEING GIVEN IN CONNECTION WITH THE RECEIPT OF FEDERAL FUNDS AND THAT DELIBERATE MISREPRESENTATION MAY SUBJECT ME TO PROSECUTION UNDER APPLICABLE STATE AND FEDERAL CRIMINAL STATUTES. THE PROGRAM MUST BE MADE AVAILABLE TO ALL CHILDREN REGARDLESS OF SEX, AGE, RACE, COLOR, DISABILITY OR NATIONAL ORIGIN. IT IS THE SPONSOR'S RESPONSIBILITY TO NOTIFY THE STATE AGENCY OF PROGRAM CHANGES IN WRITING.

Signature on Behalf of the Sponsor:

Person Authorized to Sign Contractual Agreements:

Signature

Name (Please Type or Print)

Title of Authorized Person

Agency Legal Name

Date

Signature on Behalf of New Jersey Department of Agriculture:

Rose Tricario, Director
Division of Food and Nutrition

Cherrie Walker, Coordinator

Summer Food Service Program

Date

FISCAL YEAR 2015
ATTACHMENT
AGREEMENT TERMS AND CONDITIONS

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II. Compliance with Existing Laws

The contractor, in order to induce the Department of Agriculture, hereinafter referred to as the department to award this contract, agrees in the performance of this contract to comply with all federal, state and municipal laws, rules and regulations generally applicable to the activities by whomsoever performed in which contractor is engaged in the performance of this contract. Failure to comply with such laws, rules or regulations shall be grounds for termination of this agreement.

III. Indemnification

The contractor shall be solely responsible for and shall keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the contractor's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the contractor's services which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the contractor's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the contractor. The contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

IV. Assignability

The contractor shall not subcontract any of the work or services covered by this contract, nor shall any interest be assigned or transferred except as may be provided for in this contract or with the express written approval of the department.

V. Availability of Funds

The parties hereto recognize and agree that continuation of funding under this contract is expressly dependent upon the availability to the department of funds appropriated by the State Legislature from state or federal revenue or such other funding sources as may be applicable. The department shall not be held liable for any breach of this agreement because of the absence of available funding appropriations.

VI. Procurement Standards

Procurement of supplies, equipment and other services with funds provided by this contract shall be accomplished in a manner generally consistent with the Administration of Grants (34 CFR, Part 74, Subpart P).

Adherence to the standards contained in those applicable federal and state laws and regulations does not relieve the contractor of the contractual responsibilities arising under its procurement. The contractor is the responsible authority, without recourse to the department regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into, in support of a contract.

VII. Property Management Standards

Property furnished by the department or acquired in whole or in part with federal or department funds or whose cost was charged to a project supported by federal or department funds shall be utilized and disposed of in a manner generally consistent with the Administration of Grants (34 CFR, Part 74, Subpart O).

VIII. Method of Payment

- A. At the department's discretion, initial payment may be made to the contractor upon receipt by the department of a properly executed copy of this contract, signed by an appropriate officer of the contractor organization, together with a properly executed form AA-100. Such advances, however, shall not exceed the dollar limits established.
- B. Progress payments shall be made by the department on a periodic basis as prescribed. Such payments shall be issued upon receipt of the required financial and narrative reports.
- C. Payment may, at the discretion of the department, be made either in fixed amount as described by the department to be reasonable to maintain an appropriate level of contract services or in the form of reimbursement of actually reported expenditures.
- D. At the department's discretion, a final payment may be withheld pending receipt of final reports. If applicable, this payment is not to exceed 5 percent of the total contract amount.

IX. Matching and Cost Sharing Requirements

The contractor shall be required to account to the satisfaction of the department for matching and sharing requirements of this contract in accordance with the Administration of Grants (34 CFR, Part 74, Subpart C).

X. Program Income

Program income shall be defined as gross income earned by the contractor from grant-supported activities. Such earnings include, but will not be limited to, income from service fees, sale of commodities, usage or rental fees, and royalties on patents and copyrights.

- A. Interest earned on advances of contract funds shall be remitted to the department except for interest earned on advances to instrumentalities of a state as provided by the Intergovernmental Cooperation Act of 1968 (Pub. L. 90-577).
- B. Unless the contract provides otherwise, the contractor shall be obligated to the department with respect to royalties received as a result of copyrights or patents produced under the contract.
- C. All other program income earned during the contract period shall be retained by the contractor and used in accordance with this contract.

XI. Financial Management System

- A. The financial officer, designated by the contractor of this contract, shall be responsible for maintaining an adequate financial management system. The financial officer will notify the department when the contractor cannot comply with the requirements established in this section of this contract.
- B. Contractor's financial management system shall provide for:
 - 1. Accurate, current and complete disclosure of the financial results of each program or contract.
 - 2. Records that adequately identify the source and application of funds for department supported activities. These records shall contain information pertaining to contract awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income.
 - 3. Effective internal and accounting controls over all funds, property and other assets. The contractor shall adequately safeguard of all such assets and shall assure that they are used solely for authorized purposes.
 - 4. Comparison of actual outlays with budgeted amounts for each contract. Also, relation of financial information with performance or productivity data, including the production of unit cost information required by the department.
 - 5. Accounting records that are supported by source documentation.
 - 6. Procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of the Administration of Grants (34 CFR, Part 74, Subpart H).
- C. If the department determines that the contractor's accounting system does not meet the standards described in paragraph B above, additional information to monitor the contract may be required by the department upon written notice to the contractor until such time as the system meets with department approval.

XII. Monitoring of Program Performance

- A. The contractor shall constantly monitor the performance under grant-supported activities to assure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as applicable and as defined.
- B. The contractor shall inform the department of the following types of conditions which affect program objectives and performance as soon as they become known:
 - 1. Problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the

action taken, or contemplated, and any department assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.
- C. The department may, at its discretion, make site visits to:
1. Review program accomplishments and management control systems.
 2. Provide such technical assistance as may be required.

XIII. Audit Requirements

- A. Audits of operations under this contract shall be conducted in the method specified.
- B. Examinations in the form of audits or internal audits shall be conducted by qualified individuals who are sufficiently independent of those who authorize the expenditure of contract funds, to produce unbiased opinions, conclusions, or judgments. These audit examinations are intended to ascertain the effectiveness of the financial management system and internal procedures that have been established to meet the terms and conditions of the contract and that accounts and financial statements present fairly the results of the contractor operations.
- C. Audit examinations will be made in accordance with generally accepted auditing standards including the standards published by the General Accounting Office, Standards for Audit of Governmental Organizations, Programs, Activities and Functions.
- D. Audit examinations should be conducted on an organization-wide basis to test the fiscal integrity of financial transactions, as well as compliance with the terms and conditions of the contract. Such audits will be conducted on the basis of the contractor's fiscal year. In accepting this contract, the contractor agrees to and will allow such audits to be performed on an organization-wide basis. In the event of a subcontract agreement, the contractor agrees to provide for and permit the department to audit such records.

XIV. Budget Revision and Modification

- A. This section sets forth criteria and procedures to be followed by the contractor in reporting deviations from the approved budget and in requesting approvals for budget revisions and modification. Budget category variances in excess of five thousand dollars (\$5,000) or 10 percent of the total contract, whichever is lower, shall require approval of the department in writing.
- B. Contractors shall request, in writing, approval of the department when there is reason to believe a revision or modification will be necessary for the following reasons:
 1. Changes in the scope, objective, or timing of the projector or program.
 2. The need for additional funding.

3. The revisions involve the transfer of amounts budgeted for indirect costs to absorb increases in direct costs if approval is required by the department.

For the purposes of this contract, indirect costs are defined as those incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved.

Direct costs are defined as those which can be identified specifically with a particular cost objective. These costs may be charged directly to grants, contracts, or to other programs against which costs are finally lodged.

4. Contractor plans to transfer funds allotted for training allowances (direct payments to trainees) to other categories of expense.

5. For costs identified in the Cost Principles section of the Administration of Grants (34 CFR, Part 74), Subpart 1 regulation that require prior approval.

- C. The department may also, at its option, restrict transfers of funds among direct cost categories for contracts which exceed \$100,000 when the cumulative amount of such transfers exceeds or is expended to exceed 5 percent of the total budget.

The same criteria shall apply to the cumulative amount of transfer among programs, functions and activities when budgeted separately for a contract, except that the department shall permit no transfer that would cause any state appropriation, or part thereof, to be used for purposes other than those intended.

- D. All other changes to budgets, except as described in paragraphs B and C do not require approval.
- E. When requesting approval for budget revisions, the contractor shall clearly show the change in cost categories.
- F. The department may request changes in the scope of the services of the contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the contractor's compensation, which are mutually agreed upon by and between the department and the contractor, must be incorporated in written amendments to this contract.
- G. If the contractor is making program expenditures or providing contract services at a rate which, in the judgment of the department, will result in substantial failure to expand the contract amount or provide contract services, the department may so notify the contractor. If, after consultation, the contractor is unable to develop to the satisfaction of the department a plan to rectify its low level of program expenditures or contract services, the department may, upon thirty (30) days' notice to the contractor, reduce the contract amount by a sum so that the revised

contract amount fairly projects programs expenditures over the contract period. This reduction shall take into the account the contractor's fixed costs and shall establish the committed level of services for each program element of contract services at the reduced contract amount.

XV. Contract Closeout Procedures

- A. The following definitions shall comply with the purpose of this section:
 - 1. Contract Closeout. The closeout of a contract is the process by which the department determines that all applicable administrative actions and all required work of the contract have been completed by the contractor.
 - 2. Date of Completion. The date when all activities under the contract are completed or the expiration date in the contract award document, or any supplement or amendment thereto.
- B. The contractor shall submit a final report upon completion of the contract period or termination of the contract. This final report shall be in accordance with Section XII paragraphs C and D of the Attachment. The department may permit extensions when requested in writing by the contractor.
- C. The contractor will, together with the submission of the final report, refund to the department any unexpended funds or unobligated (unencumbered) cash advanced except such sums that have been otherwise authorized, in writing, by the department to be retained.
- D. Within the limits of the contract amount, the department may make a settlement for any upward or downward adjustments of costs after these reports are received.
- E. In the event a final audit has not been performed prior to the closeout of the contract, the department retains the right to recover any appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.
- F. The contract shall account for any property acquired with contract funds or received from the department in accordance with the provisions of the "Property Management Standards" as referenced in Section VII of this Attachment.

XVI. Termination and Suspension

- A. The following definitions shall apply for the purposes of this section:
 - 1. Termination. The termination of a contract means the cancellation of assistance, in whole or in part, under a contract at any time prior to the date of completion.
 - 2. Suspension. The suspension of a contract is an action by the department which temporarily suspends assistance under the contract pending corrective action by the contractor or pending a decision to terminate the contract by the department.

3. Disallowed Costs. Disallowed costs are those charges to the contract which the department or its representatives determine to be beyond the scope of the purpose of this contract, excessive, or otherwise unallowable.
- B. When the contractor has failed to comply with contract award stipulations, standards or conditions, the department may upon thirty days' notice to the contractor, suspend the contract and withhold further payments; prohibit the contractor from incurring additional obligations of contract funds pending corrective action by the contractor; or decide to terminate the contract in accordance with paragraph C below. The department shall allow all necessary and proper costs which the contractor could not reasonably avoid during the period of suspension provided that they meet the provisions of the Administration of Grants (34 CFR, Part 74, Subpart M).
 - C. The department may terminate the contract, in whole or in part, upon 30 days' notice, whenever it is determined that the contractor has failed to comply with the conditions of the contract. The department shall promptly notify the contractor, in writing, of the determination and the reasons for the termination together with the effective date. Payments made to the contractor or recoveries by the department under the contract terminated for cause shall be in accord with the legal right and liability of the parties.
 - D. The department and the contractor may terminate the contract in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions including the effective date and in case of partial terminations, the portion to be terminated. The contractor shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible.
 - E. The Contract Closeout Procedures in Section XVI of this contract shall apply in all cases of termination of the contract.

XVII: Access to Records

- A. The Contractor in accepting this contract, agrees to make available to the Department, and federal agency whose funds are expended in the course of this contract or any of their duly authorized representatives, pertinent accounting records, books, documents, papers as may be necessary to monitor and audit Contractor operations.
- B. All visitations, inspections and audits, including visits and request for documentation in discharge of the Department's responsibilities shall as a general rule provide for prior notice when reasonable and practical to do so. However, the Department retains the right to make unannounced visitations, inspections, and audits as deemed necessary.
- C. The Department reserves the right to have access to records of any subgrantees and requires the Contractor to provide for Departmental access to such records in any contract or grant with the subgrantee.
- D. The Department reserves the right to have access to all work papers produced in connection with audits made by the Contractor by independent Certified Public

Accountants or licensed Public Accountants hired by the Contractor to perform such audits.

XVIII. Record Retention

- A. Financial records, supporting documents, statistical records, and all other records pertinent to the contract shall be retained for a period of three years in addition to current year, with the following qualifications:
 - 1. If any litigation, claim or audit is started before the expiration of the 5 year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved.
 - 2. Records for nonexpendable property acquired with department funds shall be retained for 3 years in addition to the current year after its final disposition.
- B. The retention period starts from the date of submission of the final expenditure report, or for contracts that are renewed annually, from the date of submission of the annual financial report.
- C. The department may request transfer of certain records to its custody from the contractor when it determines that the records possess long-term retention value and will make arrangements with the contractor to retain any records that are continuously needed for joint use.

XIX. Subcontracts

No contractor may subcontract any portion of services under this agreement without department approval. No subcontract may be executed unless the format is developed and/or approved by the department. Any subcontract let under this agreement shall be subject to Section XIV, "Audit Requirements."

XX. Prior Expenditures

No expenditures will be reimbursed for activities which occur outside of the contract period. Expenditures may be reimbursed if made during the contract period and in conformance with the program's specifications even if the contract is fully executed and dated after the date of commencement of the contract period. In order to reimburse such expenditures, an approved program application or equivalent document dated and executed by the appropriate authorities prior to any expenditures of funds on the contract and which sets forth the program's starting and ending dates must be attached to the fully executed contract.

ATTACHMENT B

I. USE OF GRANT FUNDS FOR NONEMPLOYEE COMPENSATION

In the event a grant recipient agency plans to use grant funds provided pursuant to a Department of Agriculture third party contract to pay for nonemployee compensation, such as consultants and/or subcontractors, the agency must complete a "Nonemployee Compensation" form for each individual or entity. Nonemployee compensation includes fees, commissions or other forms of compensation for services rendered by an individual or entity who is not employed by the grant recipient agency. Any payments for nonemployee compensation must be made pursuant to a formal contract with the individual or entity receiving payment. A copy of the formal contract must be attached to the Nonemployee Compensation form. This form must be returned to the division administering the grant within 30 days from the execution of the nonemployee compensation contract by the grant recipient agency.

II. USE OF SOLE SOURCE VENDORS

If a grant recipient agency plans to obtain a product from an individual or entity supplying a product as a sole source vendor who will receive a payment of 20 percent or more of the bid threshold as set forth in the Public School Contract Law from a grant provided pursuant to a Department of Agriculture third party contract, the grant recipient agency must complete a "Product(s) Purchased From A Sole Source" form. A sole source transaction may occur when a product is so unique that only one source of supply is available. Any payments of 2 percent or more of the bid threshold for a product supplied by a sole source vendor must be made pursuant to a formal contract with the individual or entity receiving payment. A copy of the formal contract must be attached to the Sole Source form. This form must be returned to the division administering the grant within 30 days of the execution of the sole source vendor contract by the grant recipient agency.

ATTACHMENT B-1

NOTICE

On October 1, 1988, the President signed into law the Department of Defense Appropriations Act (P.L. 100-463). Section 8136 of that law has government-wide application to grant recipients of all federal agencies. The language of that section, also contained in the current appropriations legislation of the Department of Agriculture, requires grant recipient to acknowledge the amount and percentage of federal funding for projects when making any type of public announcement. The legislative required is quoted:

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds, including but not limited to state and local governments, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money and (2) the dollar amount of federal funds for the project or program.

Effective October 1st, 2010, PNO's are eligible to participate in the SFSP according to the same terms and conditions as other institutions; all sponsors may operate a maximum of 200 sites and serve a maximum total average daily attendance of 50,000 children as permitted by 7CFR 225.6(b)(6)(1).

- (a) Administers the Program.
- (2) With a waiver granted by the State in accordance with 7 CFR 225.6(b)(ii), not more than 500 children being served at any approved meal service at any other site;
- (b) Operates in areas where a school food authority has not indicated that it will operate the program in the current year.

**EQUAL EMPLOYMENT OPPORTUNITY (EEO)/
AFFIRMATIVE ACTION (AA) REQUIREMENTS**
FOR GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

Questions in reference to EEO/AA requirements for Goods,
Professional Service and General Service Contracts should be
directed to:

Jeana F. Abuan
EEO/AA Officer, P.A.C.O.
Department of Administration
Office of EEO/AA
280 Grove Street Room-103
Jersey City NJ 07302
Tel. # 201-547-4533
Fax# 201-547-5088
E-Mail Address: abuanj@jcnj.org

(REVISED 4/13)

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

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

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

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

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

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's 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.

Representative's Name/Title (Print): _____

Representative's Signature: _____

Name of Company: _____

Tel. No.: _____

Date: _____

Sample Letter of Federally Approved Affirmative Action Plan

U.S. Department of Labor

Employment Standards Administration
Office of Federal Contract
Compliance Program



Newark Area Office
134 Evergreen Place, Fourth Floor
East Orange, NJ 07018

February 27, 19__

Reply to the attention of:

President

Dear

Our recent compliance review of your establishment's equal employment opportunity policies and practices was completed on February 27, 19__.

We found no apparent deficiencies or violations of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973 or of 38 USC 2012 (the Vietnam Era Veterans' Readjustment Assistance Act). Accordingly, your establishment is deemed to be in compliance with these laws based on the material reviewed.

The Office of Federal Contract Compliance Progress sincerely appreciated the cooperation and courtesies extended by you and your staff during the conduct of the compliance review.

Sincerely,

Area Office Director



State of New Jersey

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE & PROPERTY
CONTRACT COMPLIANCE AUDIT UNIT
EEO MONITORING PROGRAM
P.O. BOX 206
TRENTON, NJ 08625-0206

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

**ISSUANCE OF CERTIFICATE OF
EMPLOYEE INFORMATION REPORT**

Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a \$75.00 fee.

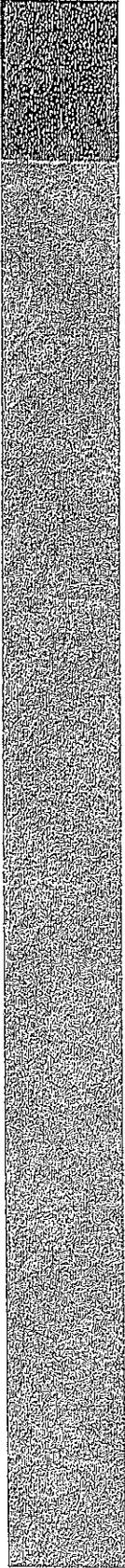
On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. Upon the Division's receipt of a properly completed renewal application and \$150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Enclosure(s) (AA-01 Rev. 11/11)

Sample Certificate of Employee Information Report

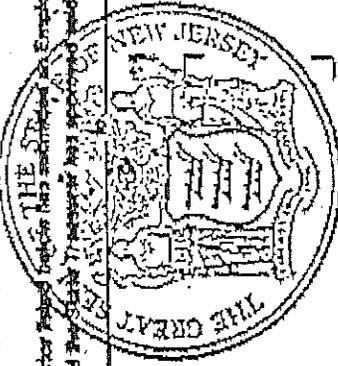


VOID

Certification

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of _____.



State Treasurer

VOID

Sample Employee Information Report Form AA302

Form AA302
Rev. 11/11

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 <http://www.state.nj.us/purchase/contracts/aa302.html>

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY: _____ 2. TYPE OF BUSINESS: 1. MFG 2. SERVICE 3. WHOLESALE 4. RETAIL 5. OTHER _____ 3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY: _____

4. COMPANY NAME: _____

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 IN THIS COMPANY: SINGLE-ESTABLISHMENT EMPLOYER 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 AWARDING CONTRACT: _____ CITY: _____ COUNTY: _____ STATE: _____ ZIP CODE: _____

Official Use Only: DATE RECEIVED: _____ RECEIVED BY: _____ 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 TOTAL (Col 2 + 3)	COL. 2 MALE	COL. 3 FEMALE	MALE					FEMALE					
				BLACK	HISPANIC	INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	INDIAN	ASIAN	NON MIN.	
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)														
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?
 1. Visual Survey 2. Employment Record 3. Other (Specify): _____

13. DATE OF PAYROLL PERIOD (MM/YY): From: _____ To: _____

14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES 2. NO

15. IF NO, DATE LAST REPORT SUBMITTED: MO. DAY YEAR

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): _____

Sample Employee Information Report Form AA302

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 7, 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 Philippine 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 (THE 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

Sample Duplicate Certificate of Employee Information Report Request

Form Duplicate Cert.
Rev. 11/11

Print Form 1.0



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
Division of Purchase & Property, Contract Compliance Audit Unit
EEO Monitoring Program

DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

IMPORTANT: FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$75.00 FEE (Non-Refundable) MAY DELAY ISSUANCE OF YOUR DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT.

SECTION A - COMPANY IDENTIFICATION

1. FED. NO. OR SOCIAL SECURITY	2. ASSIGNED CERTIFICATION NUMBER	ISSUE DATE	EXPIRATION DATE
3. COMPANY NAME			
4. STREET			
	CITY	COUNTY	STATE
			ZIP CODE
5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE			
<input type="checkbox"/> 1. Lost Certificate <input type="checkbox"/> 2. Damaged <input type="checkbox"/> 3. Other (Specify)			

SECTION B - SIGNATURE AND IDENTIFICATION

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

I certify that the information on this Form is true and correct.

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE:	DIVISION OF REVENUE OLN #:

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

- 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 - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).
- ITEM 3 - Enter the name by which the company is identified.
- ITEM 4 - Enter the physical location of the company. Include City, County, State and Zip Code.
- ITEM 5 - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.
- ITEM 6 - Print or type the name of the person completing the form; include the signature, title and date.
- ITEM 7 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

RETAIN A COPY OF THIS REQUEST FOR THE VENDOR'S OWN FILES AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$75.00 (Non-Refundable Fee) PAYABLE TO "THE TREASURER, STATE OF NEW JERSEY" TO:

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

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

RENEWAL PACKAGE
FOR CERTIFICATE OF
EMPLOYEE
INFORMATION REPORT



State of New Jersey

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PUBLIC CONTRACTS
EQUAL EMPLOYMENT OPPORTUNITY
COMPLIANCE
P.O. BOX 209
TRENTON, NJ 08625-0209

ANDREW F. SIDAMON-ERISTOFF
State Treasurer

RENEWAL NOTICE

The Certificate of Employee Information Report (hereinafter referred to as the "State Certificate") issued by this Division is due to expire within the next 90 days. In order for your firm to continue to provide a current State Certificate for public contract awards, you must apply for renewal by properly completing the following renewal documents:

1. The Employee Information Report Form AA-302 for the facility indicated on the "State Certificate" and any additional New Jersey facilities, with a check in the amount of \$150.00 payable to "the Treasurer, State of New Jersey" (fee is non-refundable) and
2. The Vendor Activity Summary Report forms, one for each of the four (4) personnel activities noted (new hires, promotions, transfers and terminations etc.) for the previous "State Certificate" period, or
3. If you are operating under a federally approved affirmative action plan, a photocopy of the letter of Federal Approval issued by the US Department of Labor, Office of Federal Contract Compliance Programs, not greater than one year old, may be submitted to the awarding agency in lieu of the State Certificate. Please do not submit an EEO-1 Report as it will not be accepted.

All goods, service and professional service vendors are encouraged to complete and file these renewal documents electronically by accessing the Division's website at www.state.nj.us/treasury/contract_compliance. This website provides access to the Forms in electronic format or on-line internet submission registration via the internet. Or you may call the Division at (609) 292-5473 and a representative will be available to assist you. Please have your certificate number ready when calling. Your certificate number is noted at the end of your company name on your mailing label.

Upon receipt of the above-referenced documents, the Division will approve or reject your application within sixty (60) days of submission. If your application is approved, the Division will issue a Certificate provided your firm meets the standards of good faith compliance with the Affirmative Action Regulations set forth in N.J.A.C. 17:27-1.1 et seq. Periodic reviews may be conducted and additional information may be requested, as required by the Division. In all instances, however, a copy of the Certificate must be presented to the public agency awarding the contract, prior to the award of the contract.

(AA-02 Rev. Mar-10)

NEW INSTRUCTIONS FOR COMPLETING THE
EMPLOYEE INFORMATION REPORT (FORM AA302) RENEWAL
DISREGARD INSTRUCTIONS ON PRE-PRINTED FORM REV. 1/00

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 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. 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 - Not Applicable.

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 Philippine 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 - Not Applicable.

ITEM 15 - Not Applicable.

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 RENEWAL FORM (AA302) AND RETAIN THE PINK COPY FOR THE VENDOR'S OWN FILES. FORWARD THE REMAINING TWO (2) WHITE AND CANARY COPIES WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY TO:

NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
P.O. Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
Division of Public Contracts Equal Employment Opportunity Compliance

DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

IMPORTANT- FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$75.00 FEE (Non-Refundable) MAY DELAY ISSUANCE OF YOUR DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. ASSIGNED CERTIFICATION NUMBER	ISSUE DATE	EXPIRATION DATE
	<input type="text"/>	<input type="text"/>	<input type="text"/>

3. COMPANY NAME

4. STREET CITY COUNTY STATE ZIP CODE

5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE
 1. Lost Certificate 2. Damaged 3. Other (Specify)

SECTION B - SIGNATURE AND IDENTIFICATION

6. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

7. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION)

I certify that the information on this form is true and correct.

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE:	DIVISION OF REVENUE DLN #:
<input type="text"/>	<input type="text"/>

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

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 - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).

ITEM 3 - Enter the name by which the company is identified.

ITEM 4 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 5 - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.

ITEM 6 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 7 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

RETAIN A COPY OF THIS REQUEST FOR THE VENDOR'S OWN FILES AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$75.00 (Non-Refundable Fee) PAYABLE TO "THE TREASURER, STATE OF NEW JERSEY" TO:

NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
PO Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
 Division of Contract Compliance & Equal Employment Opportunity
 VENDOR ACTIVITY SUMMARY REPORT

NEW HIRES
 PROMOTIONS
 TRANSFERS
 TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY)

CERTIFICATE NO. _____ DATES OF PAYROLL PERIOD USED: FROM _____ TO _____
 NAME OF FACILITY: _____

Street _____ City _____ County _____ State _____ Zip Code _____

JOB CATEGORIES	MALE					FEMALE						
	Total	Black	Hispanic	Am. Indian	Asian	Non-Min.	Total	Black	Hispanic	Am. Indian	Asian	Non-Min.
OFFICIALS & MANAGERS												
PROFESSIONALS												
TECHNICIANS												
SALES WORKERS												
OFFICE & CLERICAL												
RAFTWORKERS												
OPERATIVES												
LABORERS												
SERVICE WORKERS												
TOTAL												

I certify that the information on this form is true and correct.
 NAME OF PERSON COMPLETING FORM (Print or Type) _____ SIGNATURE _____
 LAST FIRST MI DATE SUBMITTED _____

ADDRESS (NO. & STREET) _____ (CITY) _____ (STATE) _____ (ZIP) _____ PHONE (AREA CODE, NO., EXTENSION) _____

INSTRUCTIONS

VENDOR ACTIVITY SUMMARY REPORTS

1. You should complete 4 blank Vendor Activity Summary Reports with your AA-302, Employee Information Report Renewal Application package. These 4 Reports are to be completed for new hires, promotions, transfers and terminations that took place between the time you received your Certificate of Employee Information Report (hereafter referred to as "Certificate") and the date of your Renewal Application.
2. The Vendor Activity Summary Reports must be completed to show your firm's total personnel actions for the previous Certificate period. For example, if your firm renews its Certificate every 3 years, one of the reports should indicate the total number of people hired during the entire 3-year period during which you held the Certificate. Another report should indicate the total number of people terminated during that 3-year period. The third report should indicate the total number of people transferred during that 3-year period and the final report should indicate the total number of people promoted during that 3-year period. Please note, there is no need to re-state the information provided on the AA-302 form.

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

The contractor and the _____ of _____, (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. 5121 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 thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner'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.

Representative's Name/Title Print: _____
Representative's Signature: _____
Name of Company: _____
Tel. No.: _____ Date: _____

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : _____
Address : _____
Telephone No. : _____
Contact Name : _____

Please check applicable category :

Minority Owned Business (MBE) Minority & Woman Owned Business (MWBE)
 Woman Owned business (WBE) Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: _____

Address: _____

Telephone No. : _____

Contact Name: _____

Please check applicable category:

_____ Minority Owned Business (MBE)

_____ Minority & Woman Owned
Business (MWBE)

_____ Woman Owned business (WBE)

_____ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

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American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

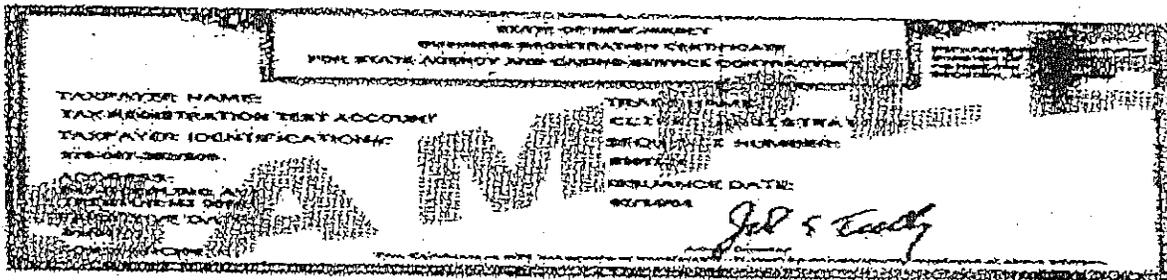
"New Jersey Business Registration Requirements" For Goods, Professional Service and General Service Contracts

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

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



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	247 ROHLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
Fee Office Use Only:	
ISSUANCE DATE:	