

**SPECIFICATIONS/PROPOSAL**

**FOR VENDED MEALS**

STEMCivics Charter School  
1555 Pennington Road  
Ewing, New Jersey 08618

**2018-19**

**FUNDED CHILD NUTRITION PROGRAMS**

# REQUEST FOR PROPOSALS

## Vended Meals.

The STEMCivics Charter School is requesting proposals for vended meals for the 2018/19 school year. Proposals are due in the Business Office no later than

Friday May 25th, 2018 at 10:00 a. m.

Please address any questions concerning this request to:

By: STEMCivics Charter School  
c/o John Snuffin  
Business Administrator  
1555 Pennington Road  
Ewing, NJ 08618  
  
Telephone: (609) 495-5713  
Email: [jsnuffin@stemcivics.org](mailto:jsnuffin@stemcivics.org)

Please mail RFP's to:

STEMCivics Charter School  
c/o John Snuffin  
Business Administrator  
1555 Pennington Road  
Ewing, NJ 08618

## 2018-19 School Year

### INSTRUCTIONS FOR VENDED MEALS PROPOSAL

The organization or individual responding to this request will be **Commercial Vendor referred to as the (Vendor)**. The contract will be between the Vendor and **the School Food Authority referred to as the (SFA)**.

#### PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The purpose of this request is to provide for vended meals for the SFA's food service programs.

#### ADMINISTRATIVE GUIDANCE

The information provided herein is intended to assist Vendor in the preparation of proposals necessary to properly respond to this Request For Proposals (RFP). The RFP is designed to provide interested Vendor's with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data.

#### RESPONSE DATE

A copy of your proposal must be received in the Business Office to the attention of the SFA official on the day, and time indicated on the first page titled "Request for Proposals". Any proposal en route, either in the mail or other locations in any of the LEA's offices will not be considered timely and will be returned unopened. Proposals received after the deadline will be late and ineligible for consideration.

Responses tendered by mail should be addressed to the School Business Administrator with the exterior of the envelope being plainly marked, **"Vended Meals Proposal"**. Allow enough time for delivery before the due date.

Interested parties or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting a proposal. Failure to do so will be at your own risk and he/she cannot secure relief on the plea of error. The SFA is not liable for any cost incurred by any respondent prior to signing of a contract by all parties. Either party without the written consent of the other cannot assign the contract.

#### TERM OF CONTRACT

The contract will be for a period of one year with the option for four additional one-year renewals.

#### TOUR OF FACILITY

A tour of the facilities is **recommended** to submit a proposal. The tour will be conducted on Monday May 14<sup>th</sup> at 10:00 a.m.

Please call the Business Administrator to confirm your Attendance.

#### CONSIDERATION OF PROPOSALS

The SFA may award a contract based upon the initial proposals received without discussion of such proposals. Accordingly, each initial proposal should be submitted with the most favorable price and service standpoint. The SFA reserves the right to reject any and all proposals received. In addition, the SFA reserves the right to waive any irregularities in proposals and to make all decisions in the best interest of the SFA.

#### SCORING CRITERIA

It is the intent of the School Food Authority (SFA) to accept the proposal that will best promote the public interest and is most advantageous to the SFA. All responsive proposals will be evaluated by a team of individuals whose total scores will be averaged. The primary factor in the award shall be the price offered to the SFA, i.e. fees charged for the vended meals. Proposals will be evaluated based upon 10 evaluation criterion. They are weighted based upon the importance to the SFA. The point range is 1-5 with 5 being the highest and 1 being the lowest. Following the scoring of proposals they will be ranked. The contract may be awarded to the company submitting the top-ranked proposal, or the SFA may seek to conduct negotiations with those companies submitting proposals receiving a pre-determined cut-off score. Any such negotiations will be conducted in a fair and equitable manner. Only vendors that address all criterion will be considered responsive. The scoring criteria is attached.

## **BASIC VENDED MEAL REQUIREMENTS**

The intent of this request for proposal is to provide vended meals for the Food Services Department at the SFA. The following conditions must be met at a minimum and addressed in proposals.

The firm must be of sufficient size and expertise to furnish vended meals to the SFA. The qualification data shall be submitted by each contractor along with the sealed proposal.

## **OBJECTIVES OF THE SFA**

The successful commercial vendor will be the vendor who best fulfills the following objectives:

1. Maintain applicable state and local health certifications for all facilities in which meals are prepared for the SFA. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.
2. Follow applicable Hazard Analysis Critical Control Point (HACCP) procedures in the preparation and delivery of vended meals for the SFA.
3. Keep and maintain all HACCP food safety records, including HACCP process, and time and temperature monitoring.
4. Provide daily production records, with all applicable sections completed.
5. Provide records relating to vended meals as needed, including but not limited to, the following: recipes, nutrition fact labels, manufacturer product formulation statements and/or child nutrition (CN) labels for all menu items served as part of the reimbursable vended meals.
6. Agree to grant the SFA, the New Jersey Department of Education, the New Jersey Department of Agriculture, the United States Department of Agriculture, the Inspectors General, the Comptroller General of the United States and its State counterparts, or any of their duly assigned representatives, access to any books, documents, papers and other records of the Vendor which are directly pertinent to the contract, for the purpose of making audit, examination, excerpts, and transcripts, and shall provide timely and reasonable access to Vendor personnel for the purpose of interview and discussion related to such documents. Vendor shall retain all records required or necessary under this contract for a period of three years from the date of final payment hereunder, except that in the event of litigation, claims, or audit findings, the records must be retained until all litigation, claims and audit findings involving the records have been resolved and final action taken. Vendor will adhere to all additional exceptions, if applicable, as required by State and Federal Law. Vendor shall maintain all documentation related to products, transactions or services under the contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
7. Comply with the following regulatory requirements, if applicable:
  - A. The Contract Work Hours and Safety Standards Act, P.L. 87-581, as supplemented by U.S. Department of Labor regulations, 29 CFR Part 5 (contracts in excess of \$100,000 which involve employment of mechanics or laborers).
  - B. The Clean Air Act (42 USC section 7401 et seq.), the Federal Water Pollution Control Act (33 USC section 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR) (contracts in excess of \$100,000).
  - C. 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 (42 U.S.C. 6201).
  - D. All applicable certification requirements under 31 USC section 1352, and the Byrd Anti-Lobbying Amendment 45 CFR section 2543.87 (contracts in excess of \$100,000), guaranteeing that it has not used federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, in connection with obtaining the contract, grant or any other award.
  - E. Affirmative steps to assure that small and minority firms, women's business enterprises, and labor surplus area firms are used when possible as a source of suppliers in accordance with 2 CFR Part 200.
  - F. All applicable Equal Employment Opportunity regulations and orders under 41 CFR Part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, and Executive Order 11246, as amended by Executive Order 11375, amending Executive Order 11246 relating to Equal Employment Opportunity.

# SPECIFICATIONS

**The SFA participates in the National School Nutrition Program.** USDA donated foods are available for use in the food service programs and it is the interest of the SFA that such items be tastefully included in the menus to the greatest extent possible.

**Terms of the actual agreement** with the successful vendor will be developed through negotiation and shall be consistent with the rights reserved by the SFA as described in these specifications. **The contract shall include all required provisions contained in School Food Authority (SFA)/ Commercial Vendor Contract Template as approved by the NJ Department of Agriculture.** (*All type in italics is State and Federal Language*)

## SFA AND COMMERCIAL VENDOR RESPONSIBILITIES

### A. CONTRACT DURATION / RENEWALS

- 1) *The contract is for a term not longer than one year in duration, beginning on September 1, 2018 and ending on June 30, 2019, unless earlier terminated by either party as provided herein.*
- 2) *The contract may be renewed annually by mutual written agreement of the School Food Authority (the "SFA") and the Commercial Vendor (the "Vendor"), for up to four additional one-year periods, subject to the following limitations:*
  - A. *Each renewal shall be awarded by resolution from the SFA upon a finding that the services are being performed by vendor in an effective and efficient manner;*
  - B. *The contract shall not be renewed or extended if it will cause the term of agreement to run for more than a total of five (5) consecutive years;*
  - C. *Any price change included as part of a renewal shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or renewal, and shall not exceed the change in the Index Rate (as defined in Public Schools Contract Law, N.J.S.A. 18A:18A-2.) for the twelve (12) months preceding the most recent quarterly calculation available at the time the contract is renewed; and*
  - D. *The terms and conditions of the contract shall remain substantially the same. [N.J.S.A. 18A:18A-42].*
- 3) *Each contract renewal is subject to the availability and appropriation annually of sufficient funds as may be required to meet the extended obligation, and if funds are not available, this shall grant the SFA the opportunity to cancel the contract pursuant to the termination provisions of the contract.*
- 4) *Each contract renewal must use the current prototype addendum approved by the Division of Food and Nutrition in the New Jersey Department of Agriculture (the "State Agency"). Any change to the prototype addendum must be approved in writing by the State Agency before it is executed by either party. [7 CFR 210.16(a) (10) and N.J.S.A. 18A:18A-20].*

### B. SCHOOL FOOD AUTHORITY RESPONSIBILITIES

- 1) *The SFA shall ensure that the food service operation is in conformance with the Agreement for School Nutrition Programs between the SFA and the State Agency (the "Program Agreement") and shall monitor the food service operation through periodic on-site visits. [7 CFR 210.16(a) (2), (3)].*
- 2) *The SFA shall retain control of the quality, extent and general nature of its food service, and the prices charged to the children for meals. [7 CFR 210.16(a) (4)].*
- 3) *The SFA shall retain signature authority on the Program Agreement, the SFA's Free and Reduced Price Policy Statement, and Claims for Reimbursement. [7 CFR 210.16(a) (5)].*

- 4) *The SFA shall **establish an advisory board** composed of parents, teachers and students to assist in menu planning. [7 CFR 210.16(a) (8)].*
- 5) *The SFA shall retain control of the nonprofit school food service account and **overall financial responsibility** for the School Nutrition Programs, and shall make expenditures of nonprofit school food service revenues in accordance with the financial management system established by the State Agency. [7 CFR 210.14(a)].*

#### **Free and Reduced Meal Policy**

1. The SFA is responsible for the written Free and Reduced Policy Statement to feed children who qualify for funded meals. The policy is on file in the SFA office. The SFA shall be responsible for the implementation of this policy.
2. The SFA will periodically review free and reduced price meal applications.

#### **Wellness Policy**

The SFA will provide a Wellness Policy.

#### **C. FOOD SERVICE OPERATION.**

- 1) Vendor will provide the vended meals to the SFA school sites listed on the attached Schedule A. SFA will give vendor 30 days advance written notice of any change to the sites or other information listed on Schedule A
- 2) Vendor will provide the vended meals daily, Monday through Friday, on days when school is in session according the SFA's school calendar attached as Schedule B. SFA will not be responsible for receiving or paying for vended meals (i) on days when school is closed, as shown on SFA's school year calendar; (ii) on any planned non-serving day that is not shown on SFA's school year calendar, provided SFA notifies Vendor (by phone/email/fax) at least twenty four hours in advance of such date ; and (iii) on days when schools are closed due to inclement weather..
- 3) .Vendor will provide Lunches meeting National School Lunch Program requirements set forth in 7 CFR Section 201.10 and Breakfasts meeting School Breakfast Program requirements as set forth in 7 CFR Section 220.8.
- 4) .Vendor will supply all vended meals without milk, which SFA will purchase separately.
- 5) Vendor will initially supply vended meals in accordance with the cycle menu included in proposal submitted to the SFA. Vendor will provide SFA with subsequent menus prepared on a monthly basis at least seven days in advance of their effective dates.
- 6) SFA will order vended meals on a weekly basis by notifying Vendor by (phone/email/fax) on each Friday of the numbers of each type of vended meal needed for each day of the following week. SFA may increase or decrease the number of each type of vended meal ordered for any day by up to ten vended meals by notifying Vendor by (phone/email/fax) not later than 3:00 P.M. on the day before scheduled delivery date.
- 7) Vendor will provide all vended meals as individual, unitized meals packaged in sealed, leak-proof containers suitable for transport.
- 8) All vended meals supplied by Vendor will include the following: Eating utensils, Condiments; Paper Goods; Serving utensils and trays; equipment on site for reheating, serving or maintaining temperature of meal components.
- 9) Not later than 10:00 A.M. each day, Vendor will deliver meals in separate, suitable transport cartons for each meal type, to each SFA vended site indicated on Schedule A. Vended meals should not be delivered before 10:00 A.M Vendor will be responsible for the condition and care of vended meals, including maintaining the proper temperature of meal components, until SFA accepts delivery. Vendor will prepare a daily delivery slip for each SFA vended site. An authorized SFA representative will count and verify all vended meals upon receipt at each SFA vended site and note any discrepancies on the daily delivery slip.

#### **D. EQUAL EMPLOYMENT / AFFIRMATIVE ACTION**

*During the performance of the contract, the Vendor agrees as follows [N.J.S.A. 18A:18A-4.4d; N.J.A.C. 17:27-3.5; 3.7]:*

- 1) It 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 Vendor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that all 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 Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the SFA Compliance Officer setting forth provisions of this nondiscrimination clause.*
- 2) It will in all solicitations or advertisements for employees placed by or on behalf of the Vendor, 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.*
- 3) It will send to each labor union with which it has a collective bargaining agreement, a notice to be provided by the SFA contracting officer, advising the labor union of the Vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*
- 4) It will comply with any regulations promulgated by the State 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. This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public and State and local governments, except public transportation services.*
- 5) It will make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2 and 7 CFR 3016.36 or 7 CFR 3019.44, as applicable.*
- 6) It will 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.*
- 7) It will 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.*
- 8) In conforming with the targeted employment goals, it will 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.*
- 9) Prior to executing the contract, the Vendor submitted to the SFA*  
***\*\*[insert one of the following with this RFP].***
  - a Letter of Federal Affirmative Action Plan Approval*
  - a Certificate of Employee Information Report*
  - an Employee Information Report Form AA302*
- 10) It will furnish such reports or other documents to the New Jersey Department of Treasury, Division of Purchase & Property, Contract Compliance Audit Unit, EEO Monitoring Program, as may be requested by the office from time to time in order to carry out the purposes of the regulations, and the SFA shall furnish such information as may be requested by the Division of Purchase & Property, Contract Compliance Audit Unit, EEO Monitoring Program for conducting a compliance investigation pursuant to subchapter 10 of the Administrative Code at N.J.A.C. 17:27.*



- 11) *It will comply with all applicable federal Equal Employment Opportunity standards and orders under 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor and Executive Order 11246, as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity.*

## **E) TERM AND TERMINATION**

### **1) BREACH BY FSMC / REMEDIES, SANCTIONS**

*In the event of the Vendor's nonperformance under The contract and/or its violation or breach of the contract terms, the SFA shall have the right to pursue all administrative, contractual, and legal remedies against the Vendor and shall have the right to seek all sanctions and penalties as may be appropriate. [7 CFR 3016.36(i) (1)].*

### **2) TERMINATION**

- 1) *The SFA or the Vendor may cancel the contract for cause by giving 60 days' written notification. [7 CFR 210.16(d)].*
- 2) *The SFA may terminate The contract at any time by giving 60 days' written notification to the Vendor setting forth the reason for and the effective date of termination. Upon such termination, the SFA and the Vendor shall make settlement of all amounts due hereunder as follows: in the contract the Vendor will insert description of all applicable payment terms. [7 CFR 3016.36(i) (2)].*

## **F) REQUIRED DOCUMENTS WITH PROPOSAL**

### **1) RFP CHECKLIST**

### **2) AFFIRMATIVE ACTION FORM**

Copy must be included with the proposal.

## **G) CONDITIONS & REQUIREMENTS**

### **GENERAL CONDITIONS**

1. All proposals shall be valid and may not be withdrawn for sixty (60) days after submission.

### **LEGAL REQUIREMENTS**

Any proposals submitted shall be in accordance with the laws of the State of New Jersey, regulations and Standards of the New Jersey State Departments of Agriculture and Education, and shall conform to the standards of the United States Department of Agriculture.

### **SUBMISSION OF PROPOSALS REQUIRED FORMS/RESPONSES**

1. The Vendor must complete and submit all required forms provided by the SFA. Respondent's failure to complete these requirements may nullify the proposal submitted.
2. Clarification of interpretation must be made to the SFA prior to submission of a proposal.

# **APPENDIX I**

## **Required Components of RFP**

### **CHECKLIST**

## **Required Components of RFP**

### **APPENDIX I 2018-19**

We, the undersigned, agree to provide vended meals as described in the quote specifications for the 2018-19 school year.

This proposal is subject to all the attached terms, conditions, and specifications and we hereby agree to enter into a VENDED MEALS CONTRACT with the SFA SUBSEQUENT TO THE AWARD OF THE QUOTE. The proposal book will be indexed and arranged in the following order with the required information.

## **Checklist of Required Components of RFP**

### **1) Company Profile & District Support**

- ☐ Location of Commercial Vendor's office.

### **2) Client List**

- ☐ Client references list of present SFA's served by the contractor in the State of New Jersey. (Client list indicating name, address, telephone number, and contact person.)

### **3) Menu Development**

- ☐ A sample twenty-one day menu cycle that must be implemented if the proposal is accepted

### **4) Vendor Standards & Procedures**

- ☐ Description of comprehensive food handling, equipment, and sanitation programs.
- ☐ Brief description of HACCP and bio-security programs.

### **5) Required Proposal Documents**

- ☐ Affirmative Action Acknowledgement (Form attached) plus one of below approvals:
- ☐ Evidence of Federal approval, OR
  - ☐ N.J. Certificate of Employer Information Report Approval, OR
  - ☐ Completed Employee Information Report (Form AA302-form)
- ☐ Business Entity Disclosure Certification (Form attached).
- ☐ New Jersey Business Registration with the Dept. of Treasury. Please supply of a copy of your Business Registration Certificate.
- ☐ Political Contribution Disclosure Form

Disclosure of Investment Activities in Iran – Form 39

Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Form 130

Certificate of Independent Price Determination – Form 131

Disclosure of Lobbying Activities – Form 132

Certificate Regarding Lobbying – Form 133

Compliance with Buy American Regulations

Authorized Signature & Title: \_\_\_\_\_

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

# **APPENDIX I**

## **REQUIRED QUOTATION FORMS**

# AFFIRMATIVE ACTION ACKNOWLEDGEMENT

Contractor acknowledges that his firm is an Affirmative Action Employer and certifies compliance with all requirements:

\_\_\_\_\_  
NAME OF FIRM

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
ADDRESS OF FIRM

\_\_\_\_\_  
DATE

ALL COMPANIES MUST SUBMIT THIS FORM WITH PROPOSAL

☐ Affirmative Action Acknowledgement (Form attached) plus one of below approvals:

☐ Evidence of Federal approval, OR

☐ N.J. Certificate of Employer Information Report Approval, OR

☐ Completed Employee Information Report (Form AA302-form)

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
 [Local Education Agency]

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the  
 <Vendor> \_\_\_\_\_ has not made and will not make  
 any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of  
 this contract in the one year period preceding (*date of award scheduled for approval of the contract by the governing body*) to  
 any of the following named candidate committee, joint candidates committee; or political party committee representing the  
 elected officials of the [Local Education Agency]  
 as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).


**Part II – Ownership Disclosure Certification**

☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and  
 outstanding stock of the undersigned. ☐

**Check the box that represents the type of business entity:**

☐ Partnership      ☐ Corporation      ☐ Sole Proprietorship      ☐ Subchapter S Corporation  
☐ Limited Partnership      ☐ Limited Liability Corporation      ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the  
 business entity, will be liable for any penalty permitted under law.

Name of Business Entity: \_\_\_\_\_

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

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_ day of  
 \_\_\_\_\_, 2\_\_.

My Commission expires:

\_\_\_\_\_  
 (Affiant)

\_\_\_\_\_  
 (Print name & title of affiant) (Corporate Seal)

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
Required Pursuant To N.J.S.A. 19:44A-20.8  
**[Local Education Agency]**

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

**“Local Unit Pay-To-Play Law” (P.L. 2004, c.19, as amended by P.L. 2005, c.51)**

**19:44A-20.6 Certain contributions deemed as contributions by business entity.**

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

**19:44A-20.7 Definitions relative to certain campaign contributions.**

6. As used in sections 2 through 12 of this act:

“business entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

**Temporary and Executing**

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~  
**The New Jersey Campaign Contributions and Expenditures Reporting Act**  
**(N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the LEA of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

“The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 C.19:44A-7.2)



# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

**This form or its permitted facsimile must be submitted to the local unit  
no later than 10 days prior to the award of the contract.**

## Part I – Vendor Information

|              |  |        |      |
|--------------|--|--------|------|
| Vendor Name: |  |        |      |
| Address:     |  |        |      |
| City:        |  | State: | Zip: |

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

|                    |                       |                |
|--------------------|-----------------------|----------------|
| _____<br>Signature | _____<br>Printed Name | _____<br>Title |
|--------------------|-----------------------|----------------|

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

| Contributor Name | Recipient Name | Date | Dollar Amount |
|------------------|----------------|------|---------------|
|                  |                |      | \$            |
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☐ Check here if the information is continued on subsequent page(s) Form #126

## **STEMCivics CHARTER SCHOOL**

### **GENERAL INFORMATION**

#### **GENERAL INFORMATION**

- SFA Anticipates **183** Food Service Days for the **2018-19** School Year.
- Current Enrollment is 400 students in grades 9-12
- We anticipate our enrollment in grades 9-12 to increase to 450 students for the 2018-19 school year
- Our enrollment in grades 9-12 is anticipated to grow by 50 students each year from 2019-20 to 2022-23 to a maximum enrollment of 600 students.
- We anticipate opening a new school for the 2018-19 school year for grades 6-7 with an enrollment of 150 students.
- Eighth grade is expected to be added to the new school in the 2019-20 school year with an enrollment of 75 students.
- We were approved to add another school for grades 6-8 with a maximum of 150 students. This will most likely not occur before the 2019/20 school year
- SFA participates in the National School Lunch Program and the School Breakfast Program. Included with the RFP information is Form 198 – NSLP Meal Pattern, Form 91 SBP Meal Pattern these meal patterns must be followed. Also included are the Daily Menu Production Record – Form 51 and the Whole Grain Rich Oz. Equivalency Chart – Form #33, which must be used.
- The SFA will need a refrigerator to keep the milk at the proper temperature

#### **Other**

##### **1. Serving Times for Meals:**

High School - Breakfast starts at 7:00 A.M. Lunch runs from 10:56 A.M. to 12:24 P.M.

Middle School – Breakfast is expected to start at 7:45 A.M. Lunch is expected to run from 11:28 A.M. to 2:30 P.M.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at [http://www.ascr.usda.gov/complaint\\_cust.html](http://www.ascr.usda.gov/complaint_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

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

This institution is an equal opportunity provider.

## **DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

### **I. Background**

#### *A. Certification*

Pursuant to Public Law 2012, c.25 (N.J.S.A.52:32-55, et. seq.), any person or entity (“bidder”) that submits a bid or proposal or otherwise enters into or renews a contract with a board of education is required to disclose if it is engaged in investment activities in Iran. In order to comply with the provisions of P.L. 2012, c. 25, all bidders are required to complete a certification that attests that neither the bidder, nor any of its parents, subsidiaries and/or affiliates is listed on the list developed by the New Jersey Department of Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran, pursuant to section 3 of P.L.2012, c. 25 (N.J.S.A. 52:32-57). The Department of Treasury List is available at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>). A copy of the list is attached for informational purposes. All bidders are advised to refer to the most current version of the list to ensure compliance with P.L. 2012, c. 25.

#### *B. Unable to certify*

If the bidder is unable to certify compliance with the law, the bidder shall provide a detailed and precise description of such investment activities as described in N.J.S.A. 52:32-56(f).

#### *C. False certification*

If the board determines that a person or entity submits a false certification concerning its engagement in investment activities in Iran under section 4 of P.L.2012, c.25 (C.52:32-58), the board shall report to the New Jersey Attorney General the name of that person or entity. The Attorney General shall determine whether to bring a civil action against the person or entity to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L.2012, c.25 (C.52:32-59).

### **II. Instructions for Completing the Disclosure of Investment Activities in Iran Form**

#### *A. Part 1: select and check the appropriate box.*

Top box: Select this box if the person or entity (bidder) filling out the form is able to certify that neither the person or entity nor any of the bidder’s parents, subsidiaries, or affiliates is listed in the Department of Treasury’s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012c, c. 25 (N.J.S.A. 52-32-55, et. seq.). If you check the top box, skip part 2, fill in part 3 and return the form along with other required documentation in your bid or proposal.

Bottom box: Select this bottom box if the person or entity (bidder) filling out the form is listed and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of Treasury’s list of entities determined to be engaged in prohibited activities in Iran. If you select this box, you must complete part 2 of the certification.

B. *Part 2*: Complete this part only if you selected the bottom box in Part 2.

If you must complete this part, make sure that you provide a detailed, accurate and precise description of the activities. In so doing, please make sure that you complete all fields. With regards to the Bidder contact information, please provide phone numbers and/or the most effective way to reach the person filling out the form. Add additional activities as attachments, following the format under Part 2. List the number of attachments on the form and affix the attachments to the form.

C. *Part 3*: Certification

Complete this section as required, including printing the name, signing, dating the document, providing the title of the person who is filling the form and the bidder/vendor contact information. The bidder/contact information should be the most effective way to reach the person filling out the form.

## DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Bidder Name: \_\_\_\_\_

Contract Name: \_\_\_\_\_

Contract/Renewal Date: \_\_\_\_\_

Pursuant to Public Law 2012, c.25 (N.J.S.A. 52:32-55 et. seq.), any person or entity (bidder) that submits a bid or proposal or otherwise proposes to enter into or renew a public contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. **Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive.** If the board determines that a bidder submits a false certification, the board shall report the name of the bidder to the New Jersey Attorney General, who shall determine whether to bring a civil action against the person or entity to collect the penalty described in section 5 of P.L. 2012, c. 2012 (N.J.S.A. 52:32-59).

### PART 1. PLEASE CHECK APPROPRIATE BOX

☐ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the New Jersey Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above or am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.

☐ I am unable to certify as indicated above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide the information required in Part 2 will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

### PART 2. INVESTMENT ACTIVITIES IN IRAN

*(Complete only if you checked the second box in Part 1)*

Please provide further information related to investment activities in Iran. You must provide a detailed, accurate and precise description of the activities of the bidder, the bidder's parents, subsidiaries and/or affiliates that are engaged in investment activities as described in N.J.S.A 52:32-56(f).

1. Name and Address: \_\_\_\_\_

2. Relationship to Bidder: \_\_\_\_\_

3. Duration of Engagement: \_\_\_\_\_

4. Cessation of Activity: \_\_\_\_\_

5. Bidder Contact Name: \_\_\_\_\_

6. Bidder Contact Phone Number: \_\_\_\_\_

☐ ADDITIONAL ACTIVITIES/CONTINUATION SHEETS (*Check this box if you are including additional activities*): If there are additional activities that require disclosure, please provide the description as attachments to this form, following the same format under part 2 above. Please number each attachment and affix to this form.

Number of Attachments: \_\_\_\_\_

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**PART 3. CERTIFICATION**

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that \_\_\_\_\_ (*fill in the name of the SFA*) is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of the contract to notify the school in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the school and that the school, at its option, may declare any existing contract(s) resulting from this certification void and unenforceable.

1. Full Name (Print): \_\_\_\_\_ 2. Date: \_\_\_\_\_

3. Signature: \_\_\_\_\_

4. Title: \_\_\_\_\_

5. Bidder/Vendor: \_\_\_\_\_

6. Bidder/Vendor Phone Number and/or Contact Information: \_\_\_\_\_

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND  
VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS**

*(BEFORE COMPLETING CERTIFICATION,  
READ INSTRUCTIONS ON REVERSE)*

- 1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, 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 Name**

**Name and Title of Authorized FSMC Representative**

|                      |                      |
|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> |
|----------------------|----------------------|

**FSMC Signature**

**Date**



## **INSTRUCTIONS FOR CERTIFICATION**

By signing and submitting this proposal, the prospective lower tier participant is providing agreement and certification to the following:

1. The certification in this document 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.

2. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

3. 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 the 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 (13 CFR Part 145).

4. The prospective lower tier participant agrees by submitting this proposal 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.

5. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it 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 Excluded Parties List System. The list is available on the internet at: <http://www.gao.gov/products/GAO-09-174>

7. 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.

8. Except for authorized transactions referenced in 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.

## CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

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

- (A) 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:
- (1) 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;
  - (2) 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
  - (3) 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.
- (B) Each person signing this offer on behalf of the Food Service Management Company certifies that:
- (1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
  - (2) He or she is not the person in the offeror's organization responsible within the organization for 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 (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

**To the best of my knowledge, this Food Service Management Company, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:**

**NAME OF FOOD SERVICE MANAGEMENT COMPANY**

**SIGNATURE OF FOOD SERVICE MANAGEMENT  
COMPANY'S AUTHORIZED REPRESENTATIVE**

**TITLE**

**DATE**

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

**NAME OF SCHOOL FOOD AUTHORITY**

**SIGNATURE OF AUTHORIZED REPRESENTATIVE**

**TITLE**

**DATE**

**NOTE: Accepting a bidder's offer does not constitute award of the contract.**

## DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB  
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                 |                                                                                                                                                                                                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. Type of Federal Action:</b><br><input type="checkbox"/> a. contract<br><input type="checkbox"/> b. grant<br><input type="checkbox"/> c. cooperative agreement<br><input type="checkbox"/> d. loan<br><input type="checkbox"/> e. loan guarantee<br><input type="checkbox"/> f. loan insurance                                                                                                                                                                                                                                                                                                                       | <b>2. Status of Federal Action:</b><br><input type="checkbox"/> a. bid/offer/application<br><input type="checkbox"/> b. initial award<br><input type="checkbox"/> c. post-award | <b>3. Report Type:</b><br><input type="checkbox"/> a. initial filing<br><input type="checkbox"/> b. material change<br><b>For Material Change Only:</b><br>year _____ quarter _____<br>date of last report _____ |
| <b>4. Name and Address of Reporting Entity:</b><br><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee<br>Tier _____ if known: _____<br><br>Congressional District, if known: _____                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b><br><br>Congressional District, if known: _____                                         |                                                                                                                                                                                                                  |
| <b>6. Federal Department/Agency:</b><br><br>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>7. Federal Program Name/Description:</b><br><br>CFDA Number, if applicable: _____                                                                                            |                                                                                                                                                                                                                  |
| <b>8. Federal Action Number, if known:</b><br><br>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>9. Award Amount, if known:</b><br>\$ _____                                                                                                                                   |                                                                                                                                                                                                                  |
| <b>10. a. Name and Address of Lobbying Registrant</b><br><i>(if individual, last name, first name, MI):</i><br><br>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i><br><i>(last name, first name, MI):</i><br><br>                                   |                                                                                                                                                                                                                  |
| <b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | Signature: _____<br>Print Name: _____<br>Title: _____<br>Telephone No.: _____ Date: _____                                                                                       |                                                                                                                                                                                                                  |
| <b>Federal Use Only:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                 | Authorized for Local Reproduction<br>Standard Form LLL (Rev. 7-97)                                                                                                                                               |

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

Approved by OMB  
0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

## CERTIFICATION REGARDING LOBBYING

### CERTIFICATION FOR CONTRACTS, GRANTS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated-funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub- grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. 31 U.S.C. section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Food Service Management Company

Address of Food Service Management Company

Town

State

Zip Code

Name of Submitting Official

Title of Submitting Official

Signature

Date

# LUNCH MEAL PATTERN

(FIVE-DAY WEEK)

| Required Meal Components              | Grades K-5 |        | Grades 6-8 |        | Grades K-8 |        | Grades 9-12 |         |
|---------------------------------------|------------|--------|------------|--------|------------|--------|-------------|---------|
|                                       | Daily      | Weekly | Daily      | Weekly | Daily      | Weekly | Daily       | Weekly  |
| Fruit (Cups)                          | 1/2        | 2 1/2  | 1/2        | 2 1/2  | 1/2        | 2 1/2  | 1           | 5       |
| Vegetables (Cups)                     | 3/4        | 3 3/4  | 3/4        | 3 3/4  | 3/4        | 3 3/4  | 1           | 5       |
| Dark Green                            |            | 1/2    |            | 1/2    |            | 1/2    |             | 1/2     |
| Red/Orange                            |            | 3/4    |            | 3/4    |            | 3/4    |             | 1 1/4   |
| Beans/Peas (Legumes)                  |            | 1/2    |            | 1/2    |            | 1/2    |             | 1/2     |
| Starchy                               |            | 1/2    |            | 1/2    |            | 1/2    |             | 1/2     |
| Other                                 |            | 1/2    |            | 1/2    |            | 1/2    |             | 3/4     |
| Additional to reach total             |            | 1      |            | 1      |            | 1      |             | 1 1/2   |
| Grains (oz. equivalents)              | 1          | 8-9**  | 1          | 8-10** | 1          | 8-9**  | 2           | 10-12** |
| Meat/Meat Alternate (oz. equivalents) | 1          | 8-10** | 1          | 9-10** | 1          | 9-10** | 2           | 10-12** |
| Fluid Milk (Cups)                     | 1          | 5      | 1          | 5      | 1          | 5      | 1           | 5       |

| Required Dietary Specifications     | Grades K-5 |                 | Grades 6-8 |                 | Grades K-8 |                 | Grades 9-12 |                 |
|-------------------------------------|------------|-----------------|------------|-----------------|------------|-----------------|-------------|-----------------|
|                                     | Daily      | Weekly          | Daily      | Weekly          | Daily      | Weekly          | Daily       | Weekly          |
| Calorie Range (daily average)       |            | 550-650         |            | 600-700         |            | 600-650         |             | 750-850         |
| Saturated Fat (% of total calories) |            | <10             |            | <10             |            | <10             |             | <10             |
| Trans Fat (grams)                   |            | 0               |            | 0               |            | 0               |             | 0               |
| Sodium (milligrams)                 |            | 1230 mg or less |            | 1360 mg or less |            | 1230 mg or less |             | 1420 mg or less |

(SEE IMPORTANT NOTES ON NEXT PAGE)

### **Important Notes:**

#### **K-8 Meal Pattern**

The K-8 meal pattern is only for schools with grade configurations that prevent students from being separated into the required grade groups (K-5 and 6-8) at lunch. Examples include schools with grades K-8 or grades 5-8 where students from different grade groups eat together during the same lunch period. **If students can be served separately in their appropriate grade groups, schools must use the required meal patterns for grades K-5 and 6-8**

#### **Preschool Meal Pattern**

Schools serving preschool and K-5 students in same food service area can choose to follow separate meal patterns (Preschool and K-5) or serve K-5 meal pattern to everyone. If preschool students eat separately in their classroom, schools must follow the preschool meal pattern. Specific preschool meal pattern requirements are available under Resources in SNEARS

#### **\*\*Weekly Grains and Meat/Meat Alternate Ranges**

**THERE IS NO MAXIMUM GRAIN OR MEAT/MEAT ALTERNATE REQUIREMENT.** Menus are not required to comply with the maximums indicated, but must meet the minimum requirements and stay within the calorie ranges. The weekly maximums provide a guide to help schools plan age-appropriate meals that meet the calorie, saturated fat and sodium requirements.

#### **Meat/Meat Alternate:**

- The serving size refers to the edible portion of cooked lean meat, poultry or fish served (i.e., cooked lean meat without bone).
- Meat/meat alternates must be served in a main dish or a main dish and one other food item.
- A 1 ounce equivalent (oz. eq.) serving equals:
  - 1 oz. lean meat, poultry, fish or cheese
  - ¼ cup cooked beans/peas (legumes)
  - ½ large egg
  - 2 Tbsp. nut butters
  - 1 oz. nuts or seeds
  - ½ cup yogurt or soy yogurt
  - ¼ cup commercial tofu containing at least 5 grams protein



### **Fruit**

- Fruit juice may only be offered to meet 50% of the weekly fruit component. Only 100% full strength pasteurized juice is allowed.
- Fruit includes fresh, frozen, canned in light syrup, water or juice and dried.
- All fruits credit based on volume except dried fruit credits as twice the volume served (e.g., ¼ cup dried fruit credits as ½ cup fruit).
- Larger amounts of fruit may be offered if meals do not exceed the weekly limit for calories, saturated fat and sodium.

### **Vegetables:**

- All vegetables credit based on volume except raw leafy greens count as half the volume served (e.g., 1 cup equals ½ cup vegetable).
- Vegetable subgroup requirements are weekly; however, daily minimum vegetable requirements must be met. Refer to the *School Lunch Meal Pattern Subgroup Fact Sheet (#138)* for specific vegetables in each subgroup.
- Any vegetable subgroup may be offered as “additional” vegetables to meet the total weekly vegetable requirements.
- Larger amounts of vegetables may be offered if meals do not exceed the weekly limit for calories, saturated fat and sodium.

### **Grains:**

- All grains must be whole grain-rich (WGR), i.e., the product contains at least 50 percent whole grains, any remaining grains are enriched and any non-creditable grains are less than 2 percent (¼ ounce equivalent) of the product formula. For more information, see *Whole Grain Resource for NSLP and SBP Manual*.
- All grains must meet the serving sizes specified in the *WGR Ounce Equivalent Requirements for School Nutrition Programs Chart*.
- Up to 2 oz. eq. per week may be a grain based dessert as long as menus meet all dietary specifications.

### **Milk:**

At least two varieties must be offered daily from the following choices only:

- Low fat (1%) unflavored or flavored
- Fat free unflavored or flavored

### **Nutrient Standards:**

- Nutrient standards are daily amounts based on the average for a five-day week.
- The sodium limit (Target 1) applies through June 30, 2018.

## BREAKFAST MEAL PATTERN (FIVE-DAY WEEK)

| Required Meal Components | Grades K-5 |        | Grades 6-8 |        | Grades K-8 |        | Grades 9-12 |        |
|--------------------------|------------|--------|------------|--------|------------|--------|-------------|--------|
|                          | Daily      | Weekly | Daily      | Weekly | Daily      | Weekly | Daily       | Weekly |
| Fruit (Cups)             | 1          | 5      | 1          | 5      | 1          | 5      | 1           | 5      |
| Grains (oz. eq.)         | 1          | 7-10** | 1          | 8-10** | 1          | 8-10** | 1           | 9-10** |
| Milk (Cups)              | 1          | 5      | 1          | 5      | 1          | 5      | 1           | 5      |

| Required Nutrient Standards             | Grades K-5     |        | Grades 6-8     |        | Grades K-8     |        | Grades 9-12    |        |
|-----------------------------------------|----------------|--------|----------------|--------|----------------|--------|----------------|--------|
|                                         | Daily          | Weekly | Daily          | Weekly | Daily          | Weekly | Daily          | Weekly |
| Calorie Range (daily average over week) | 350-500        |        | 400-550        |        | 400-500        |        | 450-600        |        |
| Saturated Fat (% of total calories)     | <10            |        | <10            |        | <10            |        | <10            |        |
| Trans Fat (grams)                       | 0              |        | 0              |        | 0              |        | 0              |        |
| Sodium (milligrams)                     | 540 mg or less |        | 600 mg or less |        | 540 mg or less |        | 640 mg or less |        |

### Important Notes:

#### K-8 Meal Pattern

The K-8 meal pattern is only for schools with grade configurations that prevent students from being separated into the required grade groups (K-5 and 6-8) at breakfast. Examples include schools with grades K-8 or grades 5-8 where students from different grade groups eat together during the same breakfast period. **If students can be served separately in their appropriate grade groups, schools must use the required meal patterns for grades K-5 and 6-8.**

(Important Notes continued on Next Page)

### **Preschool Meal Pattern**

Schools serving preschool and K-5 students in same food service area can choose to follow separate meal patterns (Preschool and K-5) or serve K-5 meal pattern to everyone. If preschool students eat separately in their classroom, schools must follow the preschool meal pattern. Specific preschool meal pattern requirements are available under Resources in SNEARS

### **\*\*Weekly Grains Range**

**There is no maximum grain requirement.** Menus are not required to comply with the maximum indicated, but must meet the minimum requirement and stay within the calorie range. The weekly maximum provides a guide to help schools plan age-appropriate meals that meet the calorie, saturated fat and sodium requirements.

### **Meat/Meat Alternate:**

There is no separate requirement to offer a meat/meat alternate component in the SBP. Schools may substitute a meat/meat alternate in place of part of the grain component after the minimum 1 oz. daily grains requirement is met. A 1 ounce equivalent (oz. eq.) of meat/meat alternate may credit as 1 oz. eq. of grains. A meat/meat alternate may also be offered as an “extra” and not counted as any component. Calories and saturated fat will be included if a nutrient analysis is conducted during an administrative review.

A 1 oz. meat/meat alternate equals:

- 1 oz. lean meat, poultry, fish or cheese
- ¼ cup cooked beans/peas (legumes)
- ½ large egg
- 2 Tbsp. nut butters
- 1 oz. nuts or seeds
- ½ cup yogurt or soy yogurt
- ¼ cup commercial tofu containing at least 5 grams protein

### Fruit

- LEAs must offer a minimum of 1 cup of fruit daily to all grade groups
- Vegetables may be substituted for fruit, but the first 2 cups per week must be from the dark green, red/orange, beans and peas (legumes) or “other” vegetable subgroups. Starchy vegetables may be offered on any day if the weekly menu includes at least 2 cups of non-starchy vegetables.
- Full-strength pasteurized juice (fruit or vegetable) cannot exceed half (50%) of the weekly fruit requirement (no more than 2-1/2 cups of juice per week for all grade levels)
- Fruits include fresh, frozen, canned in light syrup, water or juice or dried. Dried fruit counts as twice the volume served
- Additional fruit may be offered if the calorie level in the average breakfast offered over the week is within the calorie range established in the meal pattern for each age/grade group

### Grains:

- **All grains** must be whole grain-rich (WGR), i.e., the product contains at least 50 percent whole grains, any remaining grains are enriched and any non-creditable grains are less than 2 percent (¼ ounce equivalent) of the product formula. For more information, see *Whole Grain Resource for NSLP and SBP Manual*
- All grains must meet the serving sizes specified in the *WGR Ounce Equivalent Requirements for School Nutrition Programs Chart*
- For all grade groups, schools must offer a minimum of 1 oz. eq. grains daily

### Milk:

At least two varieties must be offered daily from the following choices only:

- Low fat (1%) unflavored or flavored
- Fat free unflavored or flavored

### Nutrient Standards:

- Nutrient standards are daily amounts based on the average for a five day week
- Schools that regularly operate for 6 or 7 days must increase weekly minimum component requirements by 20% for each additional day. Schools that regularly operate 4 days must decrease weekly requirements by 20% for each day less than five days
- The sodium limit (Target 1) applies through June 30, 2018.

# **INSTRUCTIONS FOR DAILY MENU PRODUCTION RECORD #51**

**Site Name:** Record the name of the school or site.

**Serving Line:** To ensure that each serving line meets the daily and weekly requirements, production records must be maintained *by serving line*.

Record the name of the specific serving line. Example: hot line, pizza line, grill line, deli line etc.

**Meal Type:** Check the appropriate box for the meal type (breakfast or lunch).

**Offer versus Serve:** Check the appropriate box to indicate whether or not offer versus serve is in effect.

**Date:** Record the date.

**Grade Group:** Check the box for the appropriate grade group used for meal planning.

**Total Meals Served:** Record the total number of student reimbursable meals served (free, reduced and paid) and adult meals. If no adult meals were served, enter "0" on the adult meal line. Add together the number of student reimbursable meals and adult meals. Enter the sum of these meals on the TOTAL line.

**Menu Item:** List each specific menu item offered as part of the reimbursable meal. Do not include items that are ONLY offered for a la carte sale. Recording of condiments is optional (except for assigned administrative review week).

**Recipe Number or Product Name/Code:** Record the standardized recipe number. For purchased items that are not "recipes", indicate the brand name and/or product code of the menu item (i.e. Tyson/CN#12345).

**HACCP Process:** Indicate the appropriate process category used for each menu item:

- No Cook (NC)- No cooking at all
- Same Day (SD)- Prepared and served the same day
- Complex (C)- Prepared one day and served another day

**Portion Size:** For each menu item, record the actual individual portion size planned for each student. For example: 5 chicken nuggets, 1 hamburger on bun, 1 cup romaine salad, 1 apple

- The portion size of a menu item could be the same as the *creditable* amount. For example ½ cup sweet potato fries is creditable as ½ cup red/orange vegetable.
- The portion size of a menu item could be different than the *creditable* amount of each component. For example, a one cup portion of romaine would be creditable as ½ cup dark green vegetable.
- One menu item may be *creditable* toward more than one component. For example, one hamburger on bun would be creditable as a meal/meat alternate and grain.

## **Creditable Meal Component Contribution**

**Meat/Meat Alt. Ounce Equivalent (oz. eq.):**

- For each menu item that is a meat/meat alternate or includes a meat/meat alternate, indicate the *creditable* amount in oz. eq.
- Example portion size vs. oz. eq.: Hamburger on WGR Bun = 1 Portion 3 oz. Hamburger = 2 oz. eq.
- Refer to the CN label.
- Refer to the USDA Food Buying Guide.

## **Grains oz. eq.:**

- All grains offered as a component of the reimbursable meal must be whole grain rich (WGR).
- For each menu item that is a grain or includes a grain, indicate the *creditable* amount in oz. eq.
- Examples: 1.2 oz. WGR Pancake = 1 oz. eq. 1 oz. WGR Dinner Roll = 1 oz. eq.
- Refer to School Lunch Meal Pattern Grains Fact Sheet, Form 104, for acceptable WGR grains.
- Refer to the USDA WGR Ounce Equivalent Requirements for School Nutrition Program, Form 33, for *creditable* amounts for grains.

**CONTINUED PG. 2 INSTRUCTIONS FOR DAILY MENU PRODUCTION RECORD #51**

**Vegetables --- Cups/Groups:**

- For each menu item that is a vegetable or includes a vegetable, indicate the *creditable* amount served in cups. Vegetables must be listed in volume amounts (i.e. ½ cup, 1 cup).
- Indicate the *creditable* amount under the appropriate vegetable **sub-group**.
- For some vegetables the portion size and *creditable* amount may be the same. Example: 1/2 cup portion French fries = 1/2 cup creditable starchy vegetable
- For some vegetables the portion size and *creditable* amount may be different. Example: 1 cup portion Romaine = 1/2 cup creditable dark green vegetable

**Fruit --- Cups:**

- For each menu item that is a fruit component, indicate the *creditable* amount served.
- For canned fruits, the portion size and *creditable* amount may be the same. Example: 1/2 cup portion peaches = 1/2 cup creditable fruit
- For fresh fruit, the portion size may be "1" and the *creditable* amount might be ½ cup or 1 cup, etc.

**Number of Portions Planned:** For each menu item, record the total number of individual planned portions.

**Number of Portions Leftover:** For each menu item, record the total number of individual portions leftover at the end of the last meal service period.

**Number of Portions Used:** For each menu item, record the number of portions used (# planned minus # leftover). Record separately the number of portions used for reimbursable student meals and the number of portions used for non-reimbursable meals (adults, a la carte, seconds).

**HACCP Monitoring:** Record the time of day and temperature taken for all potentially hazardous menu items during applicable cooking, holding, and/or cooling processes.

At a minimum:

- **Cooking:** Check and record temperatures of hot and cold menu items at the completion of preparation. This applies to menu items prepared on site, at a central kitchen or at a commercial vendor. *Batch Cooking - Record temperatures after each batch is completed.*
- **Holding:** If menu items are not served immediately after preparation, check and record temperatures prior to serving.
- **Cooling:** If keeping leftover menu items, check and record temperatures during cooling process.
- Refer to the HACCP Process and Cooking Temperatures at bottom of production record for specific safe temperature requirements.

**Total Milk Usage:** Record, by flavor, the total number of 1 cup portions (1/2 pints) of milk used. At a minimum, record temperature at least once prior to serving.

**Signature:** Signature of person completing the production record.

**IMPORTANT NOTE:** Incomplete or incorrectly completed production records may result in fiscal action on an administrative review.

**Other Resources:**

- Food Buying Guide for Child Nutrition Programs
- School Lunch Meal Pattern, Form 198
- School Breakfast Pattern, Form 91
- School Lunch Meal Pattern Fact Sheet, Form 181
- School Lunch Meal Pattern Vegetable Sub-Group Fact Sheet, Form 138
- Whole Grain Resource for the National School Lunch Program and School Breakfast Program
- USDA WGR Ounce Equivalent Requirements for School Nutrition Program, Form 33
- School Lunch Meal Pattern Grains Fact Sheet, Form 104

**EXHIBIT A: SCHOOL LUNCH AND BREAKFAST  
WHOLE GRAIN-RICH OUNCE EQUIVALENCY (OZ EQ) REQUIREMENTS FOR  
SCHOOL MEAL PROGRAMS<sup>1,2</sup>**

| <b>GROUP A</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>OZ EQ FOR GROUP A</b>                                                                                                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• Bread type coating</li> <li>• Bread sticks (hard)</li> <li>• Chow mein noodles</li> <li>• Savory Crackers (saltines and snack crackers)</li> <li>• Croutons</li> <li>• Pretzels (hard)</li> <li>• Stuffing (dry) Note: weights apply to bread in stuffing.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                  | 1 oz eq = 22 gm or 0.8 oz<br>3/4 oz eq = 17 gm or 0.6 oz<br>1/2 oz eq = 11 gm or 0.4 oz<br>1/4 oz eq = 6 gm or 0.2 oz   |
| <b>GROUP B</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>OZ EQ FOR GROUP B</b>                                                                                                |
| <ul style="list-style-type: none"> <li>• Bagels</li> <li>• Batter type coating</li> <li>• Biscuits</li> <li>• Breads (sliced whole wheat, French, Italian)</li> <li>• Buns (hamburger and hot dog)</li> <li>• Sweet Crackers<sup>4</sup> (graham crackers - all shapes, animal crackers)</li> <li>• Egg roll skins</li> <li>• English muffins</li> <li>• Pita bread (whole wheat or whole grain-rich)</li> <li>• Pizza crust</li> <li>• Pretzels (soft)</li> <li>• Rolls (whole wheat or whole grain-rich)</li> <li>• Tortillas (whole wheat or whole corn)</li> <li>• Tortilla chips (whole wheat or whole corn)</li> <li>• Taco shells (whole wheat or whole corn)</li> </ul> | 1 oz eq = 28 gm or 1.0 oz<br>3/4 oz eq = 21 gm or 0.75 oz<br>1/2 oz eq = 14 gm or 0.5 oz<br>1/4 oz eq = 7 gm or 0.25 oz |
| <b>GROUP C</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>OZ EQ FOR GROUP C</b>                                                                                                |
| <ul style="list-style-type: none"> <li>• Cookies<sup>3</sup> (plain - includes vanilla wafers)</li> <li>• Cornbread</li> <li>• Corn muffins</li> <li>• Croissants</li> <li>• Pancakes</li> <li>• Pie crust (dessert pies<sup>3</sup>, cobbler<sup>3</sup>, fruit turnovers<sup>4</sup>, and meat/meat alternate pies)</li> <li>• Waffles</li> </ul>                                                                                                                                                                                                                                                                                                                             | 1 oz eq = 34 gm or 1.2 oz<br>3/4 oz eq = 26 gm or 0.9 oz<br>1/2 oz eq = 17 gm or 0.6 oz<br>1/4 oz eq = 9 gm or 0.3 oz   |

<sup>1</sup> The following food quantities from Groups A-G, must contain at least 16 grams of whole-grain or can be made with 8 grams of whole-grain and 8 grams of enriched meal and/or enriched flour to be considered whole grain-rich.

<sup>2</sup> Some of the following grains may contain more sugar, salt, and/or fat than others. This should be a consideration when deciding how often to serve them.

<sup>3</sup> Allowed only as dessert at lunch as specified in §210.10.

<sup>4</sup> Allowed for desserts at lunch as specified in §210.10, and for breakfasts served under the SBP.

| <b>GROUP D</b>                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>OZ EQ FOR GROUP D</b>                                                                                                                         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>Doughnuts<sup>4</sup> (cake and yeast raised, unfrosted)</li> <li>Cereal bars, breakfast bars, granola bars<sup>4</sup> (plain)</li> <li>Muffins (all, except corn)</li> <li>Sweet roll<sup>4</sup> (unfrosted)</li> <li>Toaster pastry<sup>4</sup> (unfrosted)</li> </ul>                                                                                                                          | 1 oz eq = 55 gm or 2.0 oz<br>3/4 oz eq = 42 gm or 1.5 oz<br>1/2 oz eq = 28 gm or 1.0 oz<br>1/4 oz eq = 14 gm or 0.5 oz                           |
| <b>GROUP E</b>                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>OZ EQ FOR GROUP E</b>                                                                                                                         |
| <ul style="list-style-type: none"> <li>Cereal bars, breakfast bars, granola bars<sup>4</sup> (with nuts, dried fruit, and/or chocolate pieces)</li> <li>Cookies<sup>3</sup> (with nuts, raisins, chocolate pieces and/or fruit purees)</li> <li>Doughnuts<sup>4</sup> (cake and yeast raised, frosted or glazed)</li> <li>French toast</li> <li>Sweet rolls<sup>4</sup> (frosted)</li> <li>Toaster pastry<sup>4</sup> (frosted)</li> </ul> | 1 oz eq = 69 gm or 2.4 oz<br>3/4 oz eq = 52 gm or 1.8 oz<br>1/2 oz eq = 35 gm or 1.2 oz<br>1/4 oz eq = 18 gm or 0.6 oz                           |
| <b>GROUP F</b>                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>OZ EQ FOR GROUP F</b>                                                                                                                         |
| <ul style="list-style-type: none"> <li>Cake<sup>3</sup> (plain, unfrosted)</li> <li>Coffee cake<sup>4</sup></li> </ul>                                                                                                                                                                                                                                                                                                                     | 1 oz eq = 82 gm or 2.9 oz<br>3/4 oz eq = 62 gm or 2.2 oz<br>1/2 oz eq = 41 gm or 1.5 oz<br>1/4 oz eq = 21 gm or 0.7 oz                           |
| <b>GROUP G</b>                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>OZ EQ FOR GROUP G</b>                                                                                                                         |
| <ul style="list-style-type: none"> <li>Brownies<sup>3</sup> (plain)</li> <li>Cake<sup>3</sup> (all varieties, frosted)</li> </ul>                                                                                                                                                                                                                                                                                                          | 1 oz eq = 125 gm or 4.4 oz<br>3/4 oz eq = 94 gm or 3.3 oz<br>1/2 oz eq = 63 gm or 2.2 oz<br>1/4 oz eq = 32 gm or 1.1 oz                          |
| <b>GROUP H</b>                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>OZ EQ FOR GROUP H</b>                                                                                                                         |
| <ul style="list-style-type: none"> <li>Cereal Grains (barley, quinoa, etc)</li> <li>Breakfast cereals (cooked)<sup>5,6</sup></li> <li>Bulgur or cracked wheat</li> <li>Macaroni (all shapes)</li> <li>Noodles (all varieties)</li> <li>Pasta (all shapes)</li> <li>Ravioli (noodle only)</li> <li>Rice (enriched white or brown)</li> </ul>                                                                                                | 1 oz eq = 1/2 cup cooked or 1 ounce (28 g) dry                                                                                                   |
| <b>GROUP I</b>                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>OZ EQ FOR GROUP I</b>                                                                                                                         |
| <ul style="list-style-type: none"> <li>Ready to eat breakfast cereal (cold, dry)<sup>5,6</sup></li> </ul>                                                                                                                                                                                                                                                                                                                                  | 1 oz eq = 1 cup or 1 ounce for flakes and rounds<br>1 oz eq = 1.25 cups or 1 ounce for puffed cereal<br>1 oz eq = 1/4 cup or 1 ounce for granola |

<sup>5</sup> Refer to program regulations for the appropriate serving size for supplements served to children aged 1 through 5 in the NSLP; and meals served to children ages 1 through 5 and adult participants in the CACFP. Breakfast cereals are traditionally served as a breakfast menu item but may be served in meals other than breakfast.

<sup>6</sup> Cereals must be whole-grain, or whole grain and enriched or fortified cereal.



**COMMERCIAL VENDOR  
RFP CRITERIA AND EVALUATION FORM**

Name of Evaluator: \_\_\_\_\_

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

Based upon your participation/observations in the evaluation process, please use the following to score the vendor's RFP submission based upon the criteria listed below. The criteria are weighted based upon importance to the School. The points awarded by you range from 1 to 5, with 5 being the highest and 1 being the lowest. After the points are awarded by you, the weighting factor will be applied and a total score will be determined. Based upon the total score, the Evaluation Committee will recommend to the Board of Trustees the award of the contract.

| <b>The Criteria Used in Evaluating Proposals The points awarded range from 1 to 5, with 5 being the highest score and 1 being the lowest</b>                                                                                                                                                                                                                               | <b>Weighting Factor</b> | <b>Points</b> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|---------------|
| 1. Price                                                                                                                                                                                                                                                                                                                                                                   | 25%                     | 1 to 5        |
| 2. The commercial vendor's demonstration of having a complete understanding of the SFA's School Food Service Program and it's requirements. To include sample menu, delivery schedule, etc.                                                                                                                                                                                | 8%                      | 1 to 5        |
| 3. The accuracy of data submitted to support the RFP. Submission of all required forms.                                                                                                                                                                                                                                                                                    | 5%                      | 1 to 5        |
| 4. Evidence of corporate capability and experience as measured by performance record, years in the industry, relevant experience, and number of years served, client retention and references and the commercial vendor's organizational chart.                                                                                                                            | 12%                     | 1 to 5        |
| 5. Commercial vendor's ability to accurately calculate and complete food service production records and provide documentation for an administrative review conducted by the state agency or upon request of the SFA, state agency or USDA. To include delivery tickets, recipes, nutrition fact labels, Child Nutrition (CN) labels and/or product formulation statements. | 8%                      | 1 to 5        |

|                                                                                                                                                                                                                                                                                                  |     |        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--------|
| 6. Commercial vendor's commitment to provide healthy food options.                                                                                                                                                                                                                               | 10% | 1 to 5 |
| 7. The extent to which the commercial vendor's meals and services comply with applicable laws. All meals must be eligible for state and federal reimbursement.                                                                                                                                   | 8%  | 1 to 5 |
| 8. Evidence of successful communications systems for ordering meals, delivery schedule, and menu modification based on student/parent preference and SFA's local wellness policy, i.e. soliciting input, responsiveness to feedback, participation in program evaluation and selection of menus. | 10% | 1 to 5 |
| 9. Supplied sample menus which meet the needs of the SFA. Proof of menu compliance with USDA regulations and meal patterns.                                                                                                                                                                      | 7%  | 1 to 5 |
| 10. Evidence of a comprehensive food handling, housekeeping and sanitation program.                                                                                                                                                                                                              | 7%  | 1 to 5 |

**SCHOOL FOOD AUTHORITY/COMMERCIAL VENDOR  
CONTRACT TEMPLATE**

School Nutrition Programs  
VENDOR CONTRACT  
Between

|                        |                            |
|------------------------|----------------------------|
| School Food Authority: | Name of Commercial Vendor: |
| Agreement Number:      |                            |
| Address Line 1:        | Address Line 1:            |
| Address Line 2:        | Address Line 2:            |
| Contact Person:        | Contact Person:            |
| Phone:                 | Phone:                     |
| Fax:                   | Fax:                       |
| Email:                 | Email:                     |

**I. Purpose and Term**

The purpose of this contract is for the School Food Authority (the "SFA") to obtain vended meals. Vendor will provide the meals/meal components only, generally bulk, pre-packaged or pre-plated. Vendor will not provide employees to serve or prepare meals onsite or to manage any aspect of the food service. (NOTE: If Vendor's employees are responsible for the management of the program and/or for the final preparation of meals and/or for the serving of bulk, pre-packaged or pre-plated meals, Vendor is acting in the capacity of a food service management company and this contract is no longer valid).

The SFA hereby agrees to purchase from Vendor, and Vendor hereby agrees to provide to the SFA, the lunches, breakfasts, afterschool snacks, and dinners as indicated in Section II below (collectively referred to in this contract as the "vended meals"), as part of the respective United States Department of Agriculture ("USDA") School Nutrition Programs, and in accordance with the terms of this contract and applicable Federal and state regulations.

Vendor will provide the vended meals to the SFA School sites listed in Section XX, LIST OF SFA SCHOOLS RECEIVING VENDED MEALS.

This contract is effective for the period commencing on \_\_\_\_\_ and ending \_\_\_\_\_ unless terminated earlier as provided herein.

If the original term of this contract is more than twelve (12) months and less than three (3) years, the contract may be renewed for one two-year or two one-year extensions subject to the terms of N.J.S.A. 18A:18A-42. At no point in time may this contract be renewed or extended beyond a term of five (5) consecutive years. All contract renewals will be subject to the availability and annual appropriation of sufficient funds required to meet the extended obligation. If funds are not available, the SFA shall have the right to terminate the renewal, as provided herein. All contract renewals shall be in writing.

This contract may be renewed by mutual agreement of the SFA and Vendor subject to the following limitations:

- a. Each renewal shall be awarded by a resolution from the SFA upon a finding that the services are being performed by Vendor in an effective and efficient manner;

Commercial Vendor Contract between: \_\_\_\_\_ and \_\_\_\_\_

NJ State Approval ID: \_\_\_\_\_ Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

- b. The contract shall not be renewed or extended if it will cause the term of agreement to run for more than a total of five (5) consecutive years;
- c. Any price change included as part of a renewal shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or renewal and shall not exceed the change in the Index Rate (as defined in the Public School Contracts Law, N.J.S.A. 18A:18A-2) for the twelve (12) months preceding the most recent quarterly calculation available at the time the contract is renewed; and
- d. The terms and conditions of the contract shall remain substantially the same.  
(N.J.S.A. 18A:18A-42)

## II. Meal Requirements

Under this contract, Vendor will provide (SFA – *MUST check all that apply*):

- ☐ Lunches meeting National School Lunch Program requirements set forth in 7 CFR Section 210.10.  
[Click here to access the National School Lunch Program Meal Pattern.](#)
- ☐ Breakfasts meeting School Breakfast Program requirements set forth in 7 CFR Section 220.8.  
[Click here to access the School Breakfast Program Meal Pattern.](#)
- ☐ Afterschool snacks meeting Afterschool Care Snacks requirements set forth in 7 CFR Section 210.10.  
[Click here to access the School Afterschool Snacks Program Meal Pattern.](#)
- ☐ Dinners meeting At-Risk Afterschool Meals Program (“Dinner”) and the Child and Adult Care Food Program requirements set forth in 7 CFR Section 226.20.  
[Click here to access the At-Risk Afterschool Meals Program Meal Pattern.](#)

All vended meals will conform to the current applicable meal pattern requirements set forth by federal regulations.

## III. Milk (SFA – *MUST check only one*)

- ☐ All vended meals supplied by Vendor will **include milk**.
- ☐ Vendor will supply all vended meals without milk, SFA will purchase milk separately.

For all purchases of fresh milk for the SFA vended meals, Vendor shall purchase an amount of fresh milk from New Jersey producers at least equal to the amount of fresh milk proposed to be furnished to the SFA, in accordance with N.J.S.A. 18A:18A-6 and N.J.A.C. 2:55-1.1 *et seq.*

## IV. Menus

Vendor will provide meals on the following days of the week:

- ☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday ☐ Saturday ☐ Sunday

Commercial Vendor Contract between: \_\_\_\_\_ and \_\_\_\_\_

NJ State Approval ID: \_\_\_\_\_ Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Vendor will initially supply vended meals in accordance with the cycle menu that was included in the bid or proposal that Vendor submitted to the SFA for the award of this contract.

(SFA – *MUST check one or both, if applicable*)

**Subsequent menus will be:**

☐ Provided by the Vendor and prepared on a ☐ weekly/☐ bi-weekly/☐ monthly basis at least ☐ 5 Days/☐ 10 Days/☐ 30 Days in advance of their effective dates.

☐ Provided by the SFA and prepared on a ☐ weekly/☐ bi-weekly/☐ monthly basis at least ☐ 5 Days/☐ 10 Days/☐ 30 Days in advance of their effective dates.

**Menu Substitutions**

**For all meals provided:** In the event of a one-day school closing due to inclement weather or an emergency, Vendor may choose to provide that day's scheduled meal on the next day. Additionally, Vendor may choose to provide a substitution to a meal component as long as Vendor first notifies the SFA of the substitution. All substitutions shall meet all meal pattern requirements.

**V. Delivery**

(SFA – *MUST check only one*)

☐ **Vendor will deliver** vended meals in separate, suitable transport containers for each meal type to each SFA vended site indicated on Exhibit A.

☐ Vendor will package vended meals in separate, suitable transport containers for each meal type **to be picked up by the SFA.**

☐ Vendor will deliver bulk quantities of frozen meals/meal components.

**If Vendor is delivering meals,** Vendor will be responsible for the condition and care of vended meals, including maintaining the proper temperature of meal components, until the SFA accepts delivery. Vendor will prepare a daily delivery slip for each SFA vended site. An authorized SFA representative will count and verify all vended meals upon receipt at each SFA vended site and note any discrepancies on the daily delivery slip.

**If SFA is picking up meals,** Vendor will be responsible for the condition and care of vended meals, including maintaining the proper temperature of meal components, until picked up by the SFA. Vendor will prepare a daily delivery slip and an authorized SFA representative will count and verify all vended meals at pick up and note any discrepancies on the daily delivery slip.

**VI. Packaging**

(SFA – *MUST check one or both, if applicable*)

☐ Vendor will provide all vended meals as individual, unitized meals packaged in containers suitable for transport and adhering to HACCP requirements.

☐ Vendor will provide vended meals in bulk quantities, delivered in containers suitable for transport and adhering to HACCP requirements and accompanied by written instructions listing the planned portion size to be served of each food component in order to meet the applicable meal pattern requirements.

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Commercial Vendor Contract between: \_\_\_\_\_ and \_\_\_\_\_

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All vended meals supplied by Vendor will include the following:

(SFA – *MUST* check **all** that apply)

- ☐ None
- ☐ Eating utensils
- ☐ Condiments
- ☐ Paper goods
- ☐ Serving utensils
- ☐ Steam Table Pans
- ☐ Disposable Meal Trays
- ☐ Other (specify): \_\_\_\_\_

## VII. Charges and Billing

The SFA will pay the following charges for vended meals that meet the School Nutrition Programs requirements and that are provided in accordance with this contract, prices are inclusive of delivery and all items listed in Section VI:

| Menu Planning<br>Grades/Group | Unit Price<br>Per Meal or SNACK | Estimated No. Of<br>Meals <b>Per Day</b> | Number Of<br><b>Serving</b> Days | <b>Annual</b><br>Estimated Cost |
|-------------------------------|---------------------------------|------------------------------------------|----------------------------------|---------------------------------|
|-------------------------------|---------------------------------|------------------------------------------|----------------------------------|---------------------------------|

### BREAKFAST:

|             |    |  |  |    |
|-------------|----|--|--|----|
| Grades K-5  | \$ |  |  | \$ |
| Grades K-8  | \$ |  |  | \$ |
| Grades 6-8  | \$ |  |  | \$ |
| Grades 9-12 | \$ |  |  | \$ |

### LUNCH:

|             |    |  |  |    |
|-------------|----|--|--|----|
| Grades K-5  | \$ |  |  | \$ |
| Grades K-8  | \$ |  |  | \$ |
| Grades 6-8  | \$ |  |  | \$ |
| Grades 9-12 | \$ |  |  | \$ |

### AFTER SCHOOL SNACK

|    |  |  |    |
|----|--|--|----|
| \$ |  |  | \$ |
|----|--|--|----|

### DINNER

|    |  |  |    |
|----|--|--|----|
| \$ |  |  | \$ |
|----|--|--|----|

**TOTAL COST:** \$

Commercial Vendor Contract between: \_\_\_\_\_ and \_\_\_\_\_

NJ State Approval ID: \_\_\_\_\_ Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Vendor will submit a written invoice to the SFA at the beginning of each calendar month listing the numbers and types of vended meals provided on each day of the preceding month, the monthly total for each type of vended meal provided, and their respective unit prices. The invoice shall also list any other food or supplies delivered to the SFA by Vendor. The SFA will make payment to Vendor within ☐ 30 Days/☐ 45 Days/☐ 60 Days.

The SFA will not pay for vended meals that are spoiled or unwholesome at the time of delivery or that otherwise fail to meet the terms of this contract.

### VIII. Recordkeeping and Availability of Records

#### A. Production Records: (SFA – *MUST* check *ONLY one*)

- ☐ Vendor will provide daily production records. Vendor will complete all applicable sections. The SFA will be responsible for completing sections pertaining to HACCP and meal service on site.
- ☐ The SFA will complete daily production records. Vendor must provide all of the information required for the SFA to complete the records.

B. Vendor will keep and maintain all HACCP food safety records, including HACCP process, and time and temperature monitoring.

C. Vendor will provide records relating to vended meals as needed, including but not limited to, the following: recipes, nutrition fact labels, manufacturer product formulation statements and/or child nutrition (CN) labels for all menu items served as a part of the reimbursable vended meals.

D. Vendor agrees to grant the SFA, the New Jersey Department of Education, the New Jersey Department of Agriculture, the United States Department of Agriculture, the Inspectors General, the Comptroller General of the United States and its State counterparts, or any of their duly authorized representatives, access to any books, documents, papers and other records of the Vendor which are directly pertinent to this contract, for the purpose of making audit, examination, excerpts and transcripts; and shall provide timely and reasonable access to Vendor personnel for the purpose of interview and discussion related to such documents. Vendor shall retain all records required or necessary under this contract for a period of three years from the date of final payment hereunder; except that in the event of litigation, claims, or audit findings, the records must be retained until all litigation, claims and audit findings involving the records have been resolved and final action taken. Vendor will adhere to all additional exceptions, if applicable, as required by State and Federal law. Vendor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

### IX. Health and Sanitation

Vendor will maintain applicable state and local health certifications for all facilities in which meals are prepared for the SFA. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.

Vendor will follow applicable Hazard Analysis Critical Control Point ("HACCP") procedures in the preparation and delivery of vended meals for the SFA.

### X. Additional Vendor Responsibilities

Vendor agrees to comply with the following regulatory requirements, if applicable:

- A. The Contract Work Hours and Safety Standards Act, P.L. 87-581, as supplemented by U.S. Department of Labor regulations, 29 CFR Part 5 [contracts in excess of \$100,000 which involve employment of mechanics or laborers].

Commercial Vendor Contract between \_\_\_\_\_ and \_\_\_\_\_

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- B. The Clean Air Act (42 USC section 7401 *et seq.*), the Federal Water Pollution Control Act (33 USC section 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR) [contracts in excess of \$100,000].
- C. 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 (42 U.S.C. 6201).
- D. All applicable certification requirements under 31 USC section 1352, and the Byrd Anti-Lobbying Amendment 45 CFR section 2543.87 [contracts in excess of \$100,000], guaranteeing that it has not used federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, in connection with obtaining the contract, grant or any other award.
- E. Affirmative steps to assure that small and minority firms, women's business enterprises, and labor surplus area firms are used when possible as a source of suppliers in accordance with 2 CFR Part 200.
- F. All applicable Equal Employment Opportunity regulations and orders under 41 CFR Part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, and Executive Order 11246, as amended by Executive Order 11375, amending Executive Order 11246 relating to Equal Employment Opportunity.

#### **XI. Nonperformance or Noncompliance**

In the event of Vendor's nonperformance under this contract and/or its violation or breach of the contract terms, including liability for payment of fiscal action resulting from federal and/or state reviews or audits, the SFA shall have the right to pursue all administrative, contractual, and legal remedies against Vendor and shall have the right to seek all sanctions and penalties as may be appropriate. Any Vendor liability, where found, will extend beyond the term of the contract.

#### **XII. Termination**

The SFA or Vendor may cancel this contract for cause by giving sixty (60) days' written notification to the other party, including instances when Vendor is taken over by another entity or Vendor is sold to another entity.

The SFA or Vendor may terminate this contract at any time if it is prevented or delayed from fulfilling the terms of the contract due to war, strike, fire, flood, act of God, or any act not within its control and which, by the exercise of due diligence, it was unable to prevent. In such event, the SFA or Vendor, as the case may be, shall give written notice to the other party setting forth the reason for and the effective date of termination. Neither party shall be liable for any loss or penalty upon such termination, except that the SFA shall pay Vendor for vended meals delivered in accordance with this contract prior to the termination date.

#### **XIII. Political Contribution Disclosure [all contracts in the amount of \$17,500 or greater]**

Included in the bid/proposal submitted to the SFA for award of this contract, Vendor signed and submitted a Political Contribution Disclosure Form listing the information set forth in N.J.S.A. 19:44A-20.26. During the term of this contract, Vendor and any person or business entity having an interest in Vendor, shall not make any contribution reportable under N.J.S.A. 19:44A-1 *et seq.* to any member of the board of education of the SFA.

#### **XIV. Debarment/Suspension Certificate**

Included in the bid/proposal submitted to the SFA for award of this contract, Vendor signed and submitted a Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion in accordance with 7 CFR Part 3017 and Executive Orders 12549 and 12689 regarding debarment and suspension. Vendor shall provide immediate written notice to the SFA if it learns that its certification was erroneous when submitted or has become erroneous due to changed circumstances.

#### **XV. Certificate of Independent Price Determination**

Prior to entering into this contract, the SFA and Vendor executed a Certificate of Independent Price Determination, certifying that the prices in the offer have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition. The Certificate of Independent Price Determination shall be kept on file with the signed contract at the SFA.



#### **XVI. Certification Regarding Lobbying**

Included in the bid/proposal submitted to the SFA for award of this contract, Vendor signed and submitted a Certification Regarding Lobbying and, if applicable, a Standard Form LLL – Disclosure of Lobbying Activities. During the term of this contract, Vendor shall file with the SFA a Standard Form LLL – Disclosure of Lobbying Activities at the end of each calendar quarter in which any event occurs that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously submitted by Vendor.

#### **XVII. Disclosure of Investment Activities in Iran**

Included in its response to the SFA's specifications and before entering into this contract, Vendor signed and submitted a Disclosure of Investment Activities in Iran, pursuant to N.J.S.A. 18A:18A-49.4, which requires the SFA to implement and comply with the provisions of P.L. 2012, c. 25 (N.J.S.A. 52:32-55, *et. seq.*). P.L. 2012, c. 25 requires all bidders to complete a certification that attests that neither the bidder, nor any of its parents, subsidiaries and/or affiliates is listed on the list developed by the New Jersey Department of Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran, pursuant to section 3 of P.L.2012, c. 25 (N.J.S.A. 52:32-57).

#### **XVIII. Buy American**

**Vendor shall comply with** the Buy American Act, 41 U.S.C. section 8301 *et seq.*, which requires the purchase of only products that are produced in the United States, and shall, **to the maximum extent practicable, provide domestic commodities or products to the SFA in the fulfillment of this contract.** A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. (7 C.F.R. 210.21 (d)). Vendor will be required to maintain records detailing commodity and product origin and to provide certification of such for all products provided to the SFA upon request.

#### **XIX. Construction and Effect**

The SFA and Vendor agree that this contract is intended to comply with applicable Federal, state and local procurement and program requirements. In the event that any provision contained in this contract should conflict with any attachment to this contract, the provisions of the contract shall control.

**XX. LIST OF SEA SCHOOLS RECEIVING VENDED MEALS**

| SCHOOL NAME & ADDRESS | SCHOOL TYPE                                                                                                                                         | MEAL PATTERN<br>GRADE GROUP                                                                                                                               | VENDED MEALS<br>PROVIDED                                                                                                                              |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
|                       | <input type="checkbox"/> Elementary<br><input type="checkbox"/> Middle<br><input type="checkbox"/> High School<br><input type="checkbox"/> Ungraded | <input type="checkbox"/> Grades K-5<br><input type="checkbox"/> Grades K-8<br><input type="checkbox"/> Grades 6-8<br><input type="checkbox"/> Grades 9-12 | <input type="checkbox"/> Breakfast<br><input type="checkbox"/> Lunch<br><input type="checkbox"/> Afterschool Snack<br><input type="checkbox"/> Dinner |
|                       | <input type="checkbox"/> Elementary<br><input type="checkbox"/> Middle<br><input type="checkbox"/> High School<br><input type="checkbox"/> Ungraded | <input type="checkbox"/> Grades K-5<br><input type="checkbox"/> Grades K-8<br><input type="checkbox"/> Grades 6-8<br><input type="checkbox"/> Grades 9-12 | <input type="checkbox"/> Breakfast<br><input type="checkbox"/> Lunch<br><input type="checkbox"/> Afterschool Snack<br><input type="checkbox"/> Dinner |
|                       | <input type="checkbox"/> Elementary<br><input type="checkbox"/> Middle<br><input type="checkbox"/> High School<br><input type="checkbox"/> Ungraded | <input type="checkbox"/> Grades K-5<br><input type="checkbox"/> Grades K-8<br><input type="checkbox"/> Grades 6-8<br><input type="checkbox"/> Grades 9-12 | <input type="checkbox"/> Breakfast<br><input type="checkbox"/> Lunch<br><input type="checkbox"/> Afterschool Snack<br><input type="checkbox"/> Dinner |
|                       | <input type="checkbox"/> Elementary<br><input type="checkbox"/> Middle<br><input type="checkbox"/> High School<br><input type="checkbox"/> Ungraded | <input type="checkbox"/> Grades K-5<br><input type="checkbox"/> Grades K-8<br><input type="checkbox"/> Grades 6-8<br><input type="checkbox"/> Grades 9-12 | <input type="checkbox"/> Breakfast<br><input type="checkbox"/> Lunch<br><input type="checkbox"/> Afterschool Snack<br><input type="checkbox"/> Dinner |
|                       | <input type="checkbox"/> Elementary<br><input type="checkbox"/> Middle<br><input type="checkbox"/> High School<br><input type="checkbox"/> Ungraded | <input type="checkbox"/> Grades K-5<br><input type="checkbox"/> Grades K-8<br><input type="checkbox"/> Grades 6-8<br><input type="checkbox"/> Grades 9-12 | <input type="checkbox"/> Breakfast<br><input type="checkbox"/> Lunch<br><input type="checkbox"/> Afterschool Snack<br><input type="checkbox"/> Dinner |
|                       | <input type="checkbox"/> Elementary<br><input type="checkbox"/> Middle<br><input type="checkbox"/> High School<br><input type="checkbox"/> Ungraded | <input type="checkbox"/> Grades K-5<br><input type="checkbox"/> Grades K-8<br><input type="checkbox"/> Grades 6-8<br><input type="checkbox"/> Grades 9-12 | <input type="checkbox"/> Breakfast<br><input type="checkbox"/> Lunch<br><input type="checkbox"/> Afterschool Snack<br><input type="checkbox"/> Dinner |
|                       | <input type="checkbox"/> Elementary<br><input type="checkbox"/> Middle<br><input type="checkbox"/> High School<br><input type="checkbox"/> Ungraded | <input type="checkbox"/> Grades K-5<br><input type="checkbox"/> Grades K-8<br><input type="checkbox"/> Grades 6-8<br><input type="checkbox"/> Grades 9-12 | <input type="checkbox"/> Breakfast<br><input type="checkbox"/> Lunch<br><input type="checkbox"/> Afterschool Snack<br><input type="checkbox"/> Dinner |
|                       | <input type="checkbox"/> Elementary<br><input type="checkbox"/> Middle<br><input type="checkbox"/> High School<br><input type="checkbox"/> Ungraded | <input type="checkbox"/> Grades K-5<br><input type="checkbox"/> Grades K-8<br><input type="checkbox"/> Grades 6-8<br><input type="checkbox"/> Grades 9-12 | <input type="checkbox"/> Breakfast<br><input type="checkbox"/> Lunch<br><input type="checkbox"/> Afterschool Snack<br><input type="checkbox"/> Dinner |

The Parties have expressed their mutual agreement to the foregoing, and in consideration thereof, the undersigned, as the duly-authorized representatives of their respective agencies, hereby make the following certifications and execute this Agreement.

**Certification Statements (Both SFA and Vendor must initial and sign)**

1. SFA school calendar will be provided to the vendor prior to the start of the school year/contract.  
SFA Initials \_\_\_\_\_ Vendor Initials \_\_\_\_\_
2. Ordering and delivery schedules will be developed by mutual agreement of both the SFA and Vendor. Ordering method (i.e.: Fax, Email, Phone) will be established along with ordering times and dates.  
SFA Initials \_\_\_\_\_ Vendor Initials \_\_\_\_\_
3. Meal order adjustments and cancellations (snow days, delayed openings) will be coordinated between the SFA and the Vendor within mutually agreed upon timeframes.  
SFA Initials \_\_\_\_\_ Vendor Initials \_\_\_\_\_
4. This contract document was reviewed by both the SFA and the Vendor prior to both parties signing.  
SFA Initials \_\_\_\_\_ Vendor Initials \_\_\_\_\_
5. The SFA will give Vendor an advance written notice of any change to the sites or other information listed in **Section XX, LIST OF SFA SCHOOLS RECEIVING VENDED MEALS**. SFA will also notify the State Agency.  
SFA Initials \_\_\_\_\_ Vendor Initials \_\_\_\_\_
6. SFA must notify the State Agency of intent to terminate a contract with a vendor upon notification to the vendor. Dates of notification and termination must be documented.  
SFA Initials \_\_\_\_\_ Vendor Initials \_\_\_\_\_

**SFA Authorized Representative Signature:**

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

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

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

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

**Vendor Authorized Representative Signature:**

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

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

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

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

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