SPRINGFIELD TOWNSHIP
BOARD OF EDUCATION

2146 Jacksonville-Jobstown Road
Jobstown, NJ 08041

BID SPECIFICATIONS FOR
MILK PRODUCTS
FOR SCHOOL YEAR 2026-2027

RESPONSES DUE:
June 3, 2026 11:30AM

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NOTICE TO BIDDERS

Notice is hereby given that the School Business Administrator/Board Secretary of the Springfield Township Board of Education, in the County of Burlington, State of New Jersey, by authority of said Board, solicits sealed bids for:

MILK PRODUCTS FOR SCHOOL YEAR 2026-2027

Bids are to be received at the Business Office of the Springfield Township Board of Education, located at 2146 Jacksonville-Jobstown Road, Jobstown, NJ, 08041 up to 11:30 A.M. prevailing time on June 3, 2026. All properly submitted sealed bids will be publicly opened, announced, and recorded.

Specifications are available upon request at the Business Office of the Springfield Township Board of Education, located at 2146 Jacksonville-Jobstown Road, Jobstown, NJ, 08041, and the district website: www.springfieldschool.org.

All bids must be submitted on the bid form contained in the specifications. Bids which are not submitted on such form may be rejected.

Bidders are required to comply with the requirements of P.L. 1975, c.127 (N.J.A.C. 17:27).

The Board of Education reserves the right to reject any or all bids.

By order of the Springfield Township Board of Education.

Nikolas Vrettos
School Business Administrator/

Date: May 19, 2026

SECTION 1 – GENERAL INSTRUCTIONS

1. Purpose

The Springfield Township Board of Education is soliciting sealed bids from responsible firms for the goods and/or services in accordance with the public advertisement which is attached to this specification and for specific goods and/or services as listed in Section 2 – Scope of Goods and/or Services.

2. Owner and Authorized Contact

Springfield Township Board of Education, the address of which is Business Office of the Springfield Township Board of Education, located at 2146 Jacksonville-Jobstown Road, Jobstown, NJ, 08041, is the owner and the only authorized representative of the owner is School Business Administrator, Mr. Nikolas Vrettos.

3. Cost of Obtaining Specifications

There is NO fee required to obtain this specification document.

4. Rejecting Proposals

Springfield Township Board of Education, in accordance with New Jersey State law, reserves the right to reject any submission for any of the following reasons: lack or loss of funding, material defects in bid specifications, or other reasons that may impact the district's ability to enter into a binding agreement.

5. Mandatory Walk-thru (if required)

NOT APPLICABLE.

6. Sales Tax

Springfield Township Board of Education is not subject to sales tax and no sales tax should be charged.

7. Incurring Costs

The Springfield Township Board of Education is not liable for any costs incurred in the preparation and submission of responses to this specification, or in anticipation of award of a contract associated with this specification.

8. Procurement Method

Pursuant to 18A:18A-1 et seq., the Springfield Township Board of Education will be utilizing the public bidding process. As such, the District will award the contract to the lowest responsible bidder. To be deemed the lowest responsible bidder, the bidder must conform in all material respects to the terms and conditions, specifications, scope of work, legal requirements, and other provisions of this Invitation for Bid. The Board reserves the right to waive informalities in a bid. Bids that contain a material defect shall be disqualified and given no further consideration.

9. Acceptance of Bids and Validity Period

The District reserves the right to accept or reject all bids pursuant to N.J.S.A. 18A:18A-1 et seq., to waive any informality, and to award the contract to the company that is the lowest responsible bidder. Submission of a Bid will signify the Contractor's agreement that its bid and the content thereof are valid for 60 days following the submission deadline unless otherwise agreed to in writing by both parties. The Contractor's bid response and this specification will become part of the contract between the District and the successful Contractor. Conditional or alternate Bids will not be accepted.

10. Submission of Bids

Bid modifications or corrections thereof received after the closing date for the receipt of bids will not be considered. The District is not liable for any errors or misinterpretations made by the Contractor in their response. Contractor shall be solely responsible for delivery of the bids as specified. The Board bears no responsibility for bids that are improperly mailed, misdirected or problems associated with third party carriers. *The district is not responsible for bids not received in a timely manner.*

A. Format of Bid Submission: All bids shall be submitted with one (1) complete original bid in a sealed package. Be sure to include all the required bid forms from Section 4 of this Document, including any items required for which a form is not supplied. Each Appendix contains specific instructions which must be followed for consideration. All bids submitted in response to this document must be submitted at the sole expense of the Contractor, whether or not any agreement is signed as a result. Contractors will pay all costs associated with the preparation of Bids and visits to the buildings in the district, if visits are required or needed.

B. Scope of Bid and Proposal: Contractor certifies to having carefully examined and certifies to the understanding that the general conditions to bidders, the instructions to bidders, the specifications, the schedules and addenda, if any, that are prepared under the direction of the Board of Education are a part of the bid proposal; and the Contractor will, if successful in this bid, furnish and deliver the goods and services at the times specified and at the prices bid.

C. Obligation of Contractor: At the time of the opening of bids, each Contractor will be presumed to have read, and to be thoroughly familiar with the contract documents (including written responses to questions and clarifications, if any). The failure or neglect of the Contractor to receive or examine any form, instrument or document shall in no way relieve the Contractor from any obligation in respect to the bid submitted. Failure of the Contractor to receive any Addenda shall not relieve the Contractor from any obligation under the bid as submitted. In addition, a failure on the part of the Contractor to acknowledge receipt of addenda will result in disqualification of the bid. Addenda so issued shall become part of the Contract documents. Contractors are advised that terms and conditions set forth herein will be rigidly enforced.

D. Examination of Bid Specification: The Contractor shall examine the contents of the bid specifications or other documents issued by the Board in conjunction with this bid. The Contractor shall assure itself that all pages of the specifications and other referenced Documents are included in the documents obtained for bidding purposes. If any part of the specifications and other documents are incomplete, the Contractor shall notify the Board in writing in order to obtain any missing pages or other documents. The lack of such written notification by the Contractor will be construed as evidence that the specifications and other documents supplied for bidding purposes are full and complete and as a waiver of any subsequent claim to the contrary.

E. Bid Protest - Legal Fees and Costs: In the event a Contractor unsuccessfully challenges a submission by filing an action in a court of law concerning the same, the Contractor agrees to be responsible for payment of reasonable legal costs and fees incurred by the Board relating to the protest.

F. Alternate Bids: Alternate bids will not be considered. An alternate bid is considered to be a bid that does not comply with the minimum provisions of these specifications and the scope of goods and/or services to be provided.

G. Bid Response Format: Bid responses should be prepared simply, but completely, providing a straightforward, concise description of capabilities to satisfy the requirements of the specifications, technical data sheets on goods to be provided or other documentation to fully present the position of the Contractor. All submissions need to be bound. Emphasis should be on completeness and clarity of content. The Contractor will number all pages of their response. Failure to use the following format will cause the Contractor's bid to be deemed non-responsive and non-responsible and a cause for rejection of the bid.

Section 1- Required Documents and Cost Submission: All the required bid forms as outlined in Section II of this document. Provide detail of all charges and any other pertinent financial information.

11. Restrictions of Contact

The only authorized contact for this specification is Mr. Nikolas Vrettos, School Business Administrator, Springfield Township Schools.

12. Sub-Contracting

The Contractor must be fully capable of performing the scope of work and services within its own resources and may not assign, transfer, or sublet the contract or any portion thereof without the written consent of the District. Sub-contracting any portion of this contract, without District permission to do so, will result in a disqualification of the contract and termination thereof.

13. Potential Need for Clarification - Inquiries, Questions, Specification Interpretation, and Exceptions

Any question or explanation desired by Contractors must be requested of the District in writing. No oral interpretation will be made to any company regarding the meaning of the specifications. Written questions will be taken and written answers will be given. Such questions will be made in writing, no later than 4:00 PM on Thursday, May 28, 2026, to the School Business Administrator, Mr. Nikolas Vrettos, at nvrettos@springfieldschool.org. If an explanation is necessary, a reply will be made in the form of addenda, a copy of which will be forwarded to each Contractor that has received a set of the documents from the District. Contractors must notify the District of their name, address, telephone, email address, and facsimile numbers in order to receive any addenda. Interpretation of the wording of this document will be the responsibility of the District and its interpretation will be final and binding. All answers will come from the School Business Administrator.

The District will not give verbal answers to inquiries regarding the scope of work and services, or verbal instructions prior to or after the award of the contract. A verbal statement regarding the same by any person will be non-binding. The District is not liable for any increased costs resulting from the Contractor accepting verbal direction.

Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the School Business Administrator. Any prospective bidder that wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 18A:18A-15. In the event the bidder fails to notify the owner of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.

If the amount shown in words and its equivalent in figures do not agree, the written words will be binding. Ditto marks are not considered writing or printing and will not be used. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices will prevail. In the event there is an error of the summation of the extended totals, the computation by the District of the extended totals will govern.

Unless a Contractor submits, with their bid, a list of exceptions to this RFB or any addendums issued, it shall be assumed there are no exceptions taken to this RFB by the Contractor. Any exceptions made by any Contractor must be clearly labeled and noted in their Bid. Any exceptions made to any material condition of the RFB will be cause for the rejection of the bid.

14. Governing Law

The Agreement shall be governed by and in accordance with the laws of the State of New Jersey, without references to any choice of law or conflicts of law's provisions therein.

15. Dispute Resolution

Any and all claims, disputes or other matters in question between the Board and Contractor arising out of or relating to this Agreement or alleged breach thereof, shall be submitted first to non-binding mediation before a mediator who is mutually acceptable to both parties. The Board reserves its rights to seek injunctive or declaratory relief at any time during the term of the Contract. All disputes not resolved by non-binding mediation shall be brought to a court of proper jurisdiction in the Board's venue.

The Contractor hereby irrevocably waives its rights to trial by jury in any action arising out of or relating to this Agreement. This waiver does not apply to personal injury actions or to any action in which another party, not bound by such a waiver, demands trial by jury. This waiver is knowingly, intentionally and voluntarily made by the Contractor.

16. Payment Terms

Payments to contractors will be made on or about the 30th day of the month. Payments are made in monthly installments, provided an appropriate invoice is submitted by the 15th day of the month.

Payment for the month of June will be made by July 30th.

Payments are subject to approval by the Board of Education. Therefore, payments may be delayed depending on the Board's meeting schedule.

SECTION 1A – TERMS OF CONTRACT FOR SERVICE BASED CONTRACTS

TERM OF CONTRACT

This contract is for the period July 1, 2026 to June 30, 2027.

SUPPLIERS RESPONSIBILITIES

1. Food and other food service supplies will be purchased from a reputable supplier that meets all requirements as outlined in this bid specification.

2. A contact list of all food service suppliers will be kept by the Springfield Township Board of Educations' Food Service Director, Food Service Biosecurity Team Leader, and the 2nd and 3rd Food Service Contacts.

3. All food suppliers will deliver food with a tamper proof seal.

4. Food items will be matched to an invoice by the receiving person.

5. If a product is received with a broken seal, it will be rejected and returned at no cost to the Springfield Township Board of Education.

6. Unscheduled deliveries will be rejected or returned unless advance notification is provided.

7. Tamper-evident packaging will be discussed with, and requested from, vendors that supply Springfield Township Board of Education's schools with fresh produce.

8. Suppliers must comply with the "Buy American Provision," N.J.S.A. 18A:18A-20, and provide manufactured and farm products of the United States whenever possible.

9. For each food item awarded to the vendor for purchase, the Springfield Township Board of Education will need the nutritional analysis and specifications. The Springfield Township Board of Education cannot purchase food items without this information. The nutritional information can be sent under separate cover but must be easily identified. If it was provided in the past, it is not necessary to provide it again.

10. Prevailing Wage - All work to be performed under this contract shall be executed in strict compliance with the Laws and Requirements of the Department of Labor and Industry of the State of New Jersey, in accordance with the New Jersey Prevailing Wage Act, Chapter 150, Laws of 1963.

SECTION 2 – GOODS AND/OR SERVICES TO BE PROVIDED

1. General Description of Goods and/or services to be provided

The District is seeking **Milk Products for School Year 2026-2027**

2. Detailed Description of Goods and/or services to be provided

The District is seeking the following Milk Products for School Year 2026-2027:

Product	Size
Choc. FF Plastic	8 oz.
Straw. FF Plastic	8 oz.
Vanilla	8 oz.
1% plastic	8 oz.
Skim plastic	8 oz.
Orange Juice Paper	8 oz.
Apple Juice Paper	8 oz.
Lemonade Paper	8 oz.
Fruit Punch Paper	8 oz.
Ice Tea Paper	8 oz.
Fresh Half & Half	32 oz.
Creamers (352 ct.)	½ oz.
Cream Cheese (100 ct.)	1 oz.
Cream Cheese	3 lbs.
Eggs	dozen
Lactaid Cottage Cheese/LF	5 lbs.
Ricotta Cheese/LF	3 lbs.
Sour Cream/Low Fat	5 qt.
1% Milk	128 oz.

A. Unit Pricing - Unit prices must be offered in the same quantity as specified. Failure to comply with the units specified will disqualify the item in the bid.

B. All pricing may not exceed two decimal places. Greater than two decimal unit prices will disqualify the item in the bid.

C. Any vendor placing ordering limits on any items will be disqualified unless ordering limits are an advantage to the District.

D. Delivery Cost - All prices are to be F.O.B. at each of the schools or the District Shipping and Receiving Center unconditionally. Deliveries shall include unloading as part of the price bid. If items are to be installed, the price must include the cost of installation.

E. All hazardous substances shall be labeled in accordance with the New Jersey Worker and Community Right to Know Act, P.L. 1983, c.315, N.J.S.A. 34:5A-1, *et seq.* Every container shall bear a label indicating the chemical name and chemical abstract service number (CAS #) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container. Also, a material safety data sheet (MSDS) shall accompany every product.

F. Alternate/Substitute Items - All items specified are understood as brand name or equivalent in both quality and quantity. Alternate or substitute brands by the vendor must be labeled directly on the pricing forms alongside or below specified item and a separate sheet may be submitted in the bid package. If bidding a substitution, a sample item may be required five (5) days prior to the bid opening. Failure to supply a substitute sample may result in disqualification of the item. Alternate brands shipped which were not identified on the bid document or fail to meet quality and quantity equivalency will result in merchandise returns.

G. The milk supplied shall be Low Fat (1%), pasteurized, homogenized, Vitamin D milk and/or Fat-free flavored or unflavored milk, pasteurized, homogenized, Vitamin D fortified.

H. Milk and all products included in this bid will be accepted by the Springfield Township Board of Education and its food service management company as regulated, inspected, licensed, and approved for resale by the New Jersey Department of Agriculture and the Division of Dairy Industry of the New Jersey Department of Agriculture, and as such shall be required to meet all of those standards of composition, bacteria count, freshness, and other regulations as are imposed and administered by the New Jersey Department of Health and the Division of Dairy Industry.

I. All milk products MUST meet the New Jersey School Nutrition guidelines and USDA Federal Guidelines.

J. All half-pints shall be delivered in plastic containers, well sealed, free from soil, dirt, and foreign bodies of any kind and damaged or leaky containers shall be replaced and credited to the purchaser. Cases holding cartons of half-pints shall also be clean and odor free.

K. Milk will be delivered in a clean sanitary truck and milk cases. Milk delivery will be within temperature limits of no less than 34 degrees Fahrenheit and no more than 45 degrees Fahrenheit and will be delivered to refrigeration equipment.

L. Milk and/or milk products shall be delivered a minimum of twice daily to each school drop where it is to be refrigerated upon delivery. “Drop delivery” as indicated by the food service manager of each school.

M. Delivery times and dates shall be set and acceptable by the milk vendor and the Springfield Township Board of Education and its food service management company. Milk products shall be delivered by 7:00 A.M.

N. In case of emergency school closing, orders for that day will be canceled without cost to the Springfield Township Board of Education.

O. An itemized delivery record in the form of a delivery slip with Class I price per unit, vendor’s margin per unit, and total cost per unit must be furnished with each delivery.

P. Wrapped straws suitable for use with the containers of milk are to be supplied at the rate of one (1) straw per individual serving of milk furnished under these specifications.

Q. Springfield Township Board of Education shall reserve the right to reject any and all products which do not meet the specifications. The supplier shall pick up any rejected products immediately and promptly replace them with a product which shall meet all specifications.

R. The successful vendor will be responsible for giving full credit for any merchandise not acceptable for use when received.

S. Supply milk coolers to all required schools.

T. The District reserves the right to increase or decrease quantities of purchase subject to budgetary and class scheduling constraints.

SECTION 3 – SUPPLEMENTAL INFORMATION AND REQUIRED DOCUMENTATION

A1. Contractor Information Form

A2. Base Bid Form

B1. Calendar of Events

B2. District Specific Information

C1. Affirmative Action Certification

No contractor may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes in full, required regulatory text, which is included as APPENDIX C1 of this document.

1. Goods and Services (including professional services) Contracts: The successful contractor will submit to the District, after notification of award, but prior to execution of a goods and services contract, one of the following three documents:
   a) A photocopy of a valid letter that the Contractor is operating under an existing federally approved or sanctioned affirmative action program (good for 1 year from the date of the letter);
   b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
   c) A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the Contractor in accordance with N.J.A.C. 12:17-4.

C2. Americans with Disabilities Act of 1990 Compliance

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Contractors are required to read the Americans with Disabilities language that is included as APPENDIX C2 of this document and agree that the provisions of Title II of the Act are made a part of the contract. The Contractor is obligated to comply with the Act and to hold the District harmless.

C3. Notice of Business Registration

Contractor agrees to comply and will be required to provide proof of compliance with N.J.S.A. 52:32-44 which requires that each contractor submit proof of business registration with the bid. Proof of registration will be a copy of the contractor's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue, to obtain a BRC via the internet go to www.nj.gov/njbgs or by phone (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods. See APPENDIX C3

1. The Contractor will provide written notice to its subcontractors and suppliers to submit proof of business registration to the Contractor;
2. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none were used;
3. During the term of this contract, Contractor and its affiliates will collect and remit, and will notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State. A Contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information will be liable to a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

C4. Combined Certification: Prohibited Activities in Russia and Belarus & Investment Activities in Iran

The Contractor must properly execute and submit with the Contractor's bid, see APPENDIX C4.

C5. Non-Collusion Affidavit

The Contractor must properly execute and submit with the Contractor's bid, see APPENDIX C5.

C6. Stockholder Disclosure Certification

The Contractor must be in compliance with N.J.S.A. 52-25-24.2, which provides that no corporation or partnership will be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership. Contractors will submit a statement setting forth the names and addresses of all partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership will be completed and attached to the Contractor's bid. This requirement applies to all forms of corporations and partnerships, including but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document will result in rejection of the bid, see APPENDIX C6.

C7. C. 271 Political Contribution Disclosure Form

The Contractor must properly execute and submit with the Contractor's bid, see APPENDIX C7.

C8. Indemnification

The successful bidder agrees to indemnify and hold harmless the District, their agents, employees, and Board of Education from and against all losses, claims, actions, expenses (including reasonable attorneys' fees), damages, or other costs of any nature whatsoever which it may suffer or incur in connection with the negligent acts or omissions of the successful bidder, its agents, employees and subcontractors in connection with the carrying out of the successful bidder's obligations under this bid. The Contractor must properly execute and submit with the Contractor's bid, see APPENDIX C8.

C9. Ethics in Purchasing - Statement to Vendors

Springfield Township Board of Education Responsibility

It is the desire of the Springfield Township Board of Education and its food service management company to have all employees and officials practice exemplary ethical behavior in the procurement of goods, materials, supplies, and services.

Officials and employees of the Springfield Township Board of Education and its food service management company who recommend purchases shall not extend any favoritism to any vendor. Each recommended purchase should be based upon quality of the items, service, price, delivery, and other applicable factors in full compliance with N.J.S.A. 18A:18A-1 *et. seq*.

Solicitation/Receipt of Gifts - Prohibited: Officials and employees of the Springfield Township Board of Education and its food service management company are prohibited from soliciting and receiving funds, gifts, materials, goods, services, favors, and any other items of value from vendors doing business with the Springfield Township Board of Education and its food service management company or anyone proposing to do business with the Springfield Township Board of Education and its food service management company.

Vendor Responsibility

Offer of Gifts, Gratuities - Prohibited: Any vendor doing business or proposing to do business with the Springfield Township Board of Education and its food service management company shall neither pay or offer to pay, either directly or indirectly, any fee, commission, or compensation, nor offer any gift, gratuity, or other thing of value of any kind to any official or employee of the Springfield Township Board of Education and its food service management company or to any member of the official's or employee's immediate family.

Vendor Influence - Prohibited: No vendor shall cause to influence, or attempt to cause to influence, any official or employee of the Springfield Township Board of Education and its

food service management company in any manner which might tend to impair the objectivity or independence of judgment of said official or employee.

Vendor Certification

Vendors or potential vendors will be asked to certify that no official or employee of the Springfield Township Board of Education and its food service management company or immediate family members are directly or indirectly interested in this request or have any interest in any portions of profits thereof. The vendor participating in this request must be an independent vendor and not an official or employee of the Springfield Township Board of Education and its food service management company. The Contractor must properly execute and submit with the Contractor's bid, see APPENDIX C9.

C10: HACCP/Biosecurity Management Information and Requirements

Due to the implementation of HACCP requirements, the successful vendor must submit the following information:

1. A copy of your valid Board of Health certificate of licensing.
2. A copy of any HACCP or Biosecurity measures that are in your organization.

The Contractor must properly executive and submit with the Contractor's bid, see APPENDIX C10.

C11: Insurance

The Contractor must submit a certificate of insurance with the Contractor's bid.

SECTION 4 – APPENDICES AND DOCUMENTS

APPENDIX A1 – CONTRACTOR INFORMATION FORM

MILK PRODUCTS FOR SCHOOL YEAR 2026-2027

The undersigned proposes to furnish and deliver the above goods/services pursuant to the proposal specification and made part hereof:

_____	_____
Company Name	Federal I.D. # or Social Security #

_____

_____

Address

_____	_____
Telephone Number	Fax Number
_____	_____
Type or Print Name and Title	E-mail address
_____	_____
Signature of Authorized Agent	Date

APPENDIX A2 - BASE BID FORM

MILK PRODUCTS FOR SCHOOL YEAR 2026-2025

1. Please provide the brand name you are bidding on. Please give your house brand if that is the case.

2. Please note any delivery minimums or other restrictions, if applicable.

3. Please provide your SKU number.

Item	Size	Brand	SKU#	Class I Milk Price	Cost of Processing	Net Cost
Choc. FF Plastic	8 oz.					
Straw. FF Plastic	8 oz.					
Vanilla	8 oz.					
1% Plastic	8 oz.					
Skim Plastic	8 oz.					
Orange Juice Paper	8 oz.					
Apple Juice Paper	8 oz.					
Lemonade Paper	8 oz.					
Fruit Punch Paper	8 oz.					
Ice Tea Paper	8 oz.					
Fresh Half & Half	32 oz.					
Creamers (352 ct.)	½ oz.					

Item	Size	Brand	SKU#	Class I Milk Price	Cost of Processing	Net Cost
Cream Cheese (100 ct.)	1 oz.					
Eggs	dozen					
Lactaid Cottage Cheese/LF	5 lbs.					
Ricotta Cheese/LF	3 lbs.					
Sour Cream/Low Fat	5 qt.					
1% Milk	128 oz.					

APPENDIX B1 – CALENDAR OF EVENTS

May 28, 2026 - Last Day for Questions to be submitted to Business Administrator (by 4:00PM) at nvrettos@springfieldschool.org

June 3, 2026 - Bid Opening at 11:30AM, School Business Administrator's Office, 2146 Jacksonville-Jobstown Road, Jobstown, Burlington County, NJ

June 17, 2026 - Board Approval, anticipated

APPENDIX B2 – DISTRICT SPECIFIC INFORMATION

NOT APPLICABLE

APPENDIX C – SUBMISSION CHECKLIST

	SUBMISSION REQUIREMENT	SUBMITTED
Section 1	**Required Documents and Cost Submission**	
A1	Contractor Information Form	
A2	Base Bid Form	
C	Submission Checklist	
C1	Affirmative Action Questionnaire	
C2	Americans with Disabilities Act of 1990 Compliance	
C3	Notice of Business Registration	
C4	Combined Certification: Prohibited Activities in Russia and Belarus & Investment Activities in Iran	
C5	Non-Collusion Affidavit	
C6	Stockholder Disclosure Certification	
C7	C. 271 Political Contribution Disclosure Form	
C8	Indemnity and Hold Harmless Agreement	
C9	Vendor Certification	
C10	Biosecurity Agreement Form	
C11	Certificate of Insurance	

APPENDIX C1 - MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. l7:27-5.2.

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

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

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

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

- Letter of Federal Affirmative Action Plan Approval;
- Certificate of Employee Information Report; or
- Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division’s website at: http:// www.state.nj.us/treasury/contract_compliance/.

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

APPENDIX C1 – AFFIRMATIVE ACTION QUESTIONNAIRE

1. Our company has a federal Affirmative Action Plan approval.

   _____ YES _____ NO

   If yes, a photostatic copy of said approval shall be submitted to the Board of Education within seven (7) working days of the notice of intent to award the contract or the signing of the contract.

2. Our company has a New Jersey State Certificate of Approval.

   _____ YES _____ NO

   If yes, a copy of the New Jersey State Certificate shall be submitted to the Board of Education within seven (7) working days of the notice of intent to award the contract or the signing of the contract.

   If you answered NO to both questions above, you must apply for an Affirmative Action Employee Information Report (AA-302).

   Please visit the New Jersey Department of Treasury website for the Division of Public Contracts Equal Employment Opportunity Compliance:

   www.state.nj.us/treasury/contract compliance/

   a. Click on "Employee Information Report"
   b. Complete and submit the form with the *appropriate payment* to:

      Department of Treasury
      Division of Purchase and Property
      Contract Compliance and Audit Unit
      EEO Monitoring P.O. Box 206
      Trenton, NJ 08625-0206

   All fees for this application are to be paid directly to the State of New Jersey. A copy shall be submitted to the Board of Education prior to the execution or award of contract.

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

NAME _____

SIGNATURE _____

TITLE _____

DATE _____

This document must be replaced with an acknowledgement or proof of compliance.

APPENDIX C2 – AMERICANS WITH DISABILITIES ACT OF 1990 COMPLIANCE

Equal Opportunity for Individuals with Disability

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

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

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

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

This document must be replaced with an acknowledgement or proof of compliance.

APPENDIX C3 – NOTICE OF BUSINESS REGISTRATION

New Jersey Business Registration Requirements (Informational)

New Jersey Business Registration Requirements

The contractor will provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor. Before final payment on the contract is made by the contracting agency, the contractor will submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or will attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A.52:32-44 (g) (3)] will collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sale and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency. A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134(C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, will be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.

To register: Businesses must complete **Form NJ-REG** and submit it to the Division of Revenue. The form can be filed online or by mailing a paper form to the Division; online filing is encouraged.

- Register online at www.nj.gov/treasury/revenue/taxreg.htm. Click the “online” link and then select “Register for Tax and Employer Purposes.”
- Download the paper form and instructions at www.nj.gov/treasury/revenue/revprnt.htm.
- Call the Division at 609-292-1730 to have a form mailed to you or Write to the Division at: Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

APPENDIX C4 – Combined Certification: Prohibited Activities in Russia and Belarus & Investment Activities in Iran

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity	

Part 1: Certification

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

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

https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

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

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

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

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

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

Part 2: Additional Information

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

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

Part 3: Certification of True and Complete Information

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

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

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

Full Name (Print)		**Title**	

Signature		**Date**	

APPENDIX C5 - NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY, COUNTY OF _____

I, _____ of the _____
(city, town, borough)
of _____, in the County of _____,

State of _____, of full age, being duly sworn

according to law on my oath depose and say that:

I am _____of the firm of_____
the respondent making the proposal for the Professional Services or Extraordinary Unspecifiable Services, and that I executed the said Proposal with full authority to do so, that said respondent has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive contracting in connection with the above Proposal and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the State of New Jersey relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

_____
(Name of Contractor)

(N.J.S.A. 52:34-15)

_____
Signature

Subscribed and sworn before me this

_____ day of _____, 20____

_____
(Seal Notary Public of New Jersey)

My commission expires _____, 20____

APPENDIX C6 - STOCKHOLDER DISCLOSURE CERTIFICATION

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

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

Name of Organization:_____

Organization Address:_____

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

___Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

___Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

___For-Profit Corporation (any type) ___Limited Liability Company (LLC)

___Partnership ___Limited Partnership ___Limited Liability Partnership (LLP)

___Other (be specific): _____

Part II

___ I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be, and I further certify that the list also includes the name and addresses of any other entity or individual who owns any 10% or greater interest in the interest holders of the bidder, and that this disclosure shall continue until all 10% or greater interest holders of any disclosed business entity have also been disclosed.

(**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

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

(**SKIP TO PART IV**)

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

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

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

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

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

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

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

Part IV Certification

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

agreement(s) with the, permitting the Springfield Township Board of Education to declare any contract(s) resulting from this certification void and unenforceable.

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

APPENDIX C7 – C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Springfield Township Board of Education

(Contracts that Exceed $17,500.00)
Ref. N.J.S.A. 19:44A-20.26

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____(Business Entity) has made the following **reportable** political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

Reportable Contributions

Date of Contribution	Amount of Contribution	Name of Recipient Elected Official/ Committee/Candidate	Name of Contributor

The Business Entity may attach additional pages if needed.

_____

_____ **No Reportable Contributions** (Please check if applicable.)

I certify that _____(Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

Certification

I certify, that the information provided above is in full compliance with Public Law 2005—Chapter 271.

Name of Authorized Agent _____

Signature _____ Title _____

Business Entity_____

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

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

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

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

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

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

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

[1] N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

P.L. 2005, c.271
(Unofficial version, Assembly Committee Substitute to A-3013, First Reprint*)

AN ACT authorizing units of local government to impose limits on political contributions by contractors and supplementing Title 40A of the New Jersey Statutes and Title 19 of the Revised Statutes.

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

40A:11-51 1. a. A county, municipality, independent authority, board of education, or fire district is hereby authorized to establish by ordinance, resolution or regulation, as may be appropriate, measures limiting the awarding of public contracts therefrom to business entities that have made a contribution pursuant to P.L.1973, c.83 (C.19:44A-l et seq.) and limiting the contributions that the holders of a contract can make during the term of a contract, notwithstanding the provisions and parameters of sections 1 through 12 of P.L.2004, c.19 (C. 19:44A-20.2 et al.) and section 22 of P.L.1973, c.83 (C.19:44A-22).

b. The provisions of P.L.2004, c.19 shall not be construed to supersede or preempt any ordinance, resolution or regulation of a unit of local government that limits political contributions by business entities performing or seeking to perform government contracts. Any ordinance, resolution or regulation in effect on the effective date of P.L.2004, c.19 shall remain in effect and those adopted after that effective date shall be valid and enforceable.

c. An ordinance, resolution or regulation adopted or promulgated as provided in this section shall be filed with the Secretary of State.

19:44A-20.26 2. a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of $17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-l et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. 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. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

c. As used in this section:

"business entity" means a 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; and

"State agency" means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

19:44A-20.13 *3*. a. Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year $50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L.1973, c.83 (C.19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

b. The commission shall prescribe forms and procedures for the reporting required in subsection a. of this section which shall include, but not be limited to:

(1) the name and mailing address of the business entity making the contribution, and the amount contributed during the 12 months prior to the reporting deadline;

(2) the name of the candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, candidate committee, joint candidates committee, political party committee, legislative leadership committee, political committee or continuing political committee receiving the contribution; and

(3) the amount of money the business entity received from the public entity through contract or agreement, the dates, and information identifying each contract or agreement and describing the goods, services or equipment provided or property sold.

c. The commission shall maintain a list of such reports for public inspection both at its office and through its Internet site.

d. 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. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity, or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

As used in this section:

"business entity" means a 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; and

"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.

e. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

4. This act shall take effect immediately.

* Note: Bold italicized statutory references of new sections are anticipated and not final as of the time this document was prepared. Statutory compilations of N.J.S.A. 18A:18A-51 is anticipated to show a reference to N.J.S.A. 40A:11-51 and to N.J.S.A. 19:44A-20.26

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

County Name: Burlington

State: Governor, and Legislative Leadership Committees

Legislative District #s: 7, 8, 9, & 30
State Senator and two members of the General Assembly per district.

County:
Freeholders County Clerk Sheriff Surrogate

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

Bass River Township	Florence Township	Pemberton Township
Beverly City	Hainesport Township	Riverside Township
Bordentown City	Lumberton Township	Riverton Borough
Bordentown Township	Mansfield Township	Shamong Township
Burlington City	Maple Shade Borough	Southampton Township
Burlington Township	Medford Lakes Borough	Springfield Township
Chesterfield Township	Medford Township	Tabernacle Township
Cinnaminson Township	Moorestown Township	Washington Township
Delanco Township	Mount Holly Township	Westampton Township
Delran Township	Mount Laurel Township	Willingboro Township
Eastampton Township	New Hanover Township	Woodland Township
Edgewater Park Township	North Hanover Township	Wrightstown Borough
Evesham Township	Palmyra Borough	
Fieldsboro Borough	Pemberton Borough	

Boards of Education (Members of the Board):

Bass River Township	Lenape Regional	Pemberton Township
Beverly City	Lumberton Township	Rancocas Valley Regional
Bordentown Regional	Mansfield Township	Riverside Township
Burlington City	Maple Shade Township	Riverton
Burlington Township	Medford Lakes Borough	Shamong Township
Chesterfield Township	Medford Township	Southampton Township
Cinnaminson Township	Moorestown Township	Springfield Township
Delanco Township	Mount Holly Township	Tabernacle Township
Delran Township	Mount Laurel Township	Washington Township
Eastampton Township	New Hanover Township	Westampton
Edgewater Park Township	North Hanover Township	Willingboro Township
Evesham Township	Northern Burlington Regional	Woodland Township
Florence Township	Palmyra Borough	
Hainesport Township	Pemberton Borough	

(continued on next page)

Fire Districts (Board of Fire Commissioners):

Beverly City Fire District No. 1
Bordentown Township Fire District No. 1
Bordentown Township Fire District No. 2
Burlington Township Fire District No. 1
Chesterfield-Hamilton Fire District No. 1
Chesterfield Township Fire District No. 2
Cinnaminson Township Fire District No. 1
Delanco Township Fire District No. 1
Delran Township Fire District No. 1
Eastampton Township Fire District No. 1
Edgewater Park Township Fire District No. 1
Evesham Township Fire District No. 1
Florence Township Fire District No. 1
Moorestown Township Fire District No. 1
Moorestown Township Fire District No. 2
Mount Holly Township Fire District No. 1
Mount Laurel Township Fire District No. 1
Riverside Township Fire District No. 1
Tabernacle Township Fire District No. 1

APPENDIX C8 - INDEMNITY AND HOLD HARMLESS AGREEMENT

_____ (Contractor, if corporation, also responsible individual of corporation signing individually) agrees to indemnify and hold harmless the Springfield Township Board of Education and its food service management company and their agents and employees from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees in case it shall be necessary to file an action, arising out of the performance of the work herein, which is 1) for personal or bodily injury, illness or death, or for property damage, including loss of use, and 2) caused in whole or in part by _____ (Name of Contractor) negligent act or omission or that of a subcontractor, or that of anyone employed by them or for whose acts contractor or subcontractor may be liable. This indemnification and agreement shall apply in all instances whether the Springfield Township Board of Education and its food service management company is made a party to the action or claim or is subsequently made a party to the action by third-party in-pleading or is made a party to a collateral action arising, in whole or in part, from any of the issues emanating from the original cause of action or claim.

_____
Printed Name of Contractor

_____
Signature of Contractor

_____
Date

APPENDIX C9 - VENDOR CERTIFICATION

Direct/Indirect Interests

I declare and certify that no member of the SpringfieldTownship Board of Education and its food service management company, nor any officer or employee or person whose salary is payable in whole or in part by said Springfield Township Board of Education and its food service management company, or their immediate family members are directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of profits thereof. If a situation so exists where a Springfield Township Board of Education or its food service management company employee or officer has an interest in the bid, etc., then please attach a letter of explanation to this document, duly signed by the President or Authorized Agent of the firm or company.

Gifts/Gratuities/Compensation

I declare and certify that no person from my firm, business, corporation, association or partnership offered or paid any fee, commission, or compensation, or offered any gift, gratuity, or other thing of value to any Springfield Township Board of Education or its food service management company officer or employee.

Vendor Contributions

I declare and certify that I fully understand N.J.A.C. 6A:23A-6.3 concerning vendor contributions to Springfield Township Board of Education and its food service management company.

I certify that I am not an official or employee of the Springfield Township Board of Education or its food service management company.

I further certify that I understand that it is a crime in the second degree in New Jersey to knowingly make a material representation that is false in connection with the negotiation, award or performance of a government contract.

_____
Printed Name of President or Authorized Agent

_____
Signature

_____
Date

APPENDIX C10 - BIOSECURITY AGREEMENT FORM

As a representative of our entire company, I agree that our company and all our employees will follow all policies and procedures of the Springfield Township Board of Education and its food service management company.

FOOD SERVICE BIOSECURITY MANAGEMENT PLAN: I have read the plan and understand all the requirements stipulated for food service supplies.

_____
Food Service Company Name

_____
Representative Name

_____
Representative Title

_____
Representative Signature

_____
Date