



509 Bramhall Avenue – Jersey City, NJ 07304-2730
201-433-5300 – Fax 551-200-6013 – drlenaedwardscharterschool.org

Vended Meals Proposal

Proposal No: 01-2018/19

Thursday, August 30, 2018

Proposal Opening Date

03:00 p.m.

Proposal Opening Time

Opening Location: Dr. Lena Edwards Academic Charter School
Conference Room – Maher Learning Center
513 Bramhall Avenue
Jersey City, NJ 07304-2730

Dr. Lena Edwards Academic Charter School
Vended Meals Proposal
Proposal No. 01-2018/19

INSTRUCTIONS TO RESPONDENTS-

1. PROPOSALS ARE TO BE SUBMITTED TO: Luis A. Santiago, Business Administrator
Business Office
Dr. Lena Edwards Academic Charter School
509 Bramhall Avenue
Jersey City, NJ 07304-2730

BY: **03:00 p.m.** PREVAILING TIME

ON: **Thursday, August 30, 2018**

by mail, delivery service or in person. Proposals that are submitted are to be sealed and will be unsealed and announced at the proposal opening meeting.

2. Proposals must be placed in a *sealed* envelope/package marked as shown below on the front of the envelope/package. Respondents should also keep a complete copy of the proposal packet, exactly as submitted.

Envelope Label Information:	District	<u>Dr. Lena Edwards Academic Charter School</u>
	Proposal Number:	<u>01-2019</u>
	Project:	<u>School Vended Meals Contract</u>
Proposal Date:	<u>August 30, 2018</u>	
	Proposal Time:	<u>03:00 p.m.</u>
	Respondent:	<i>Name of Company</i> <i>Address</i> <i>City, State Zip</i>

Electronic (e-mail) submission of proposals will not be accepted.

3. PROPOSAL OPENING MEETING

All proposals must be received by 01:00 p.m on August 30, 2018 and will be publicly unsealed by the Business Administrator in the Conference Room DLEACS Maher Learning Center, 50 Bramhall Avenue, Jersey City, NJ 07304-2730 and read beginning at **03:00 p.m. on August 30, 2018.** Respondent and/or their authorized agents, and the general public are invited to be present at the proposal opening. It is the responsibility of each respondent to ensure that their proposal is complete and presented to the Purchasing Agent prior to the advertised proposal date and time. No proposals shall be received or accepted by the Board of Education after the advertised proposal date and time. (N.J.S.A. 18A:18A:21(b))

1) BID EVALUATION CRITERIA

Evaluation Criterion	(A) Weighting Factor 1-100%	(B) Points Assigned to Criterion 1-10	(C) Weighted Score (Column A x B=C)
1. Price (this criterion must be the primary factor in the award decision)	30%		
2. Transparency of proposal to avoid hidden costs	5%		
3. The commercial vendor's demonstration of having a complete understanding of the SFA's School Food Service Program and its service requirements. To include sample menu, delivery schedule etc.	10%		
4. The accuracy of data submitted to support the RFP. Submission of all required forms	5%		
5. Evidence of corporate capability and experience as measured by performance record, years in the industry, relevant experience, and number of SFAs served, client retention and references and the commercial vendor' organizational chart.	5%		
6. 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 daily delivery tickets, recipes, nutrition fact labels, Child Nutrition (CN) labels and/or product formulation statements.	10%		

Evaluation Criterion	(A) Weighting Factor 1-100%	(B) Points Assigned to Criterion 1-10	(C) Weighted Score (Column A x B=C)
7. Commercial vendor's commitment to provide healthy food options.	10%		
8. 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.	10%		
9. 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%		
10. Supplied sample menus which meet the needs of the SFA. Proof of menu compliance with USDA regulations and meal patterns.	5%		
TOTAL	100%		
TOTAL Points Possible		100	
Total Points Awarded			
Maximum Weighted Score			1000
Actual Weighted Score			

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

School Nutrition Programs
VENDOR CONTRACT
Between

School Food Authority: Dr. Lena Edwards Academic Charter School	Name of Commercial Vendor:
Agreement Number: 806064	
Address Line 1: 509 Bramhall Avenue	Address Line 1:
Address Line 2: Jersey City, NJ 07304-2730	Address Line 2:
Contact Person: Luis A. Santiago	Contact Person:
Phone: 201-885-2633	Phone:
Fax: 551-200-6013	Fax:
Email: lsantiago@drlenaedwardscharterschool.org	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 _____

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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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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 Grades/Group	Unit Price Per Meal or SNACK	Estimated No. Of Meals Per Day	Number Of Serving Days	Annual Estimated Cost
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BREAKFAST:

Grades K-5	\$			\$
Grades K-8	\$	175	190	\$
Grades 6-8	\$			\$
Grades 9-12	\$			\$

LUNCH:

Grades K-5	\$			\$
Grades K-8	\$	265	190	\$
Grades 6-8	\$			\$
Grades 9-12	\$			\$

**AFTER
SCHOOL
SNACK**

\$			\$
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DINNER

\$	85	190	\$
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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].

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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 GRADE GROUP	VENDED MEALS PROVIDED
Dr. Lena Edwards Academic Charter School 509 Bramhall Avenue Jersey City, NJ 07304-2730	<input checked="" type="checkbox"/> Elementary <input type="checkbox"/> Middle <input type="checkbox"/> High School <input type="checkbox"/> Ungraded	<input type="checkbox"/> Grades K-5 <input checked="" type="checkbox"/> Grades K-8 <input type="checkbox"/> Grades 6-8 <input type="checkbox"/> Grades 9-12	<input checked="" type="checkbox"/> Breakfast <input checked="" type="checkbox"/> Lunch <input type="checkbox"/> Afterschool Snack <input checked="" type="checkbox"/> Dinner
	<input type="checkbox"/> Elementary <input type="checkbox"/> Middle <input type="checkbox"/> High School <input type="checkbox"/> Ungraded	<input type="checkbox"/> Grades K-5 <input type="checkbox"/> Grades K-8 <input type="checkbox"/> Grades 6-8 <input type="checkbox"/> Grades 9-12	<input type="checkbox"/> Breakfast <input type="checkbox"/> Lunch <input type="checkbox"/> Afterschool Snack <input type="checkbox"/> Dinner
	<input type="checkbox"/> Elementary <input type="checkbox"/> Middle <input type="checkbox"/> High School <input type="checkbox"/> Ungraded	<input type="checkbox"/> Grades K-5 <input type="checkbox"/> Grades K-8 <input type="checkbox"/> Grades 6-8 <input type="checkbox"/> Grades 9-12	<input type="checkbox"/> Breakfast <input type="checkbox"/> Lunch <input type="checkbox"/> Afterschool Snack <input type="checkbox"/> Dinner
	<input type="checkbox"/> Elementary <input type="checkbox"/> Middle <input type="checkbox"/> High School <input type="checkbox"/> Ungraded	<input type="checkbox"/> Grades K-5 <input type="checkbox"/> Grades K-8 <input type="checkbox"/> Grades 6-8 <input type="checkbox"/> Grades 9-12	<input type="checkbox"/> Breakfast <input type="checkbox"/> Lunch <input type="checkbox"/> Afterschool Snack <input type="checkbox"/> Dinner
	<input type="checkbox"/> Elementary <input type="checkbox"/> Middle <input type="checkbox"/> High School <input type="checkbox"/> Ungraded	<input type="checkbox"/> Grades K-5 <input type="checkbox"/> Grades K-8 <input type="checkbox"/> Grades 6-8 <input type="checkbox"/> Grades 9-12	<input type="checkbox"/> Breakfast <input type="checkbox"/> Lunch <input type="checkbox"/> Afterschool Snack <input type="checkbox"/> Dinner
	<input type="checkbox"/> Elementary <input type="checkbox"/> Middle <input type="checkbox"/> High School <input type="checkbox"/> Ungraded	<input type="checkbox"/> Grades K-5 <input type="checkbox"/> Grades K-8 <input type="checkbox"/> Grades 6-8 <input type="checkbox"/> Grades 9-12	<input type="checkbox"/> Breakfast <input type="checkbox"/> Lunch <input type="checkbox"/> Afterschool Snack <input type="checkbox"/> Dinner
	<input type="checkbox"/> Elementary <input type="checkbox"/> Middle <input type="checkbox"/> High School <input type="checkbox"/> Ungraded	<input type="checkbox"/> Grades K-5 <input type="checkbox"/> Grades K-8 <input type="checkbox"/> Grades 6-8 <input type="checkbox"/> Grades 9-12	<input type="checkbox"/> Breakfast <input type="checkbox"/> Lunch <input type="checkbox"/> Afterschool Snack <input type="checkbox"/> Dinner
	<input type="checkbox"/> Elementary <input type="checkbox"/> Middle <input type="checkbox"/> High School <input type="checkbox"/> Ungraded	<input type="checkbox"/> Grades K-5 <input type="checkbox"/> Grades K-8 <input type="checkbox"/> Grades 6-8 <input type="checkbox"/> Grades 9-12	<input type="checkbox"/> Breakfast <input type="checkbox"/> Lunch <input type="checkbox"/> Afterschool Snack <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 LAS 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 LAS 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 LAS Vendor Initials _____
4. This contract document was reviewed by both the SFA and the Vendor prior to both parties signing.
SFA Initials LAS 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 LAS 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 LAS Vendor Initials _____

SFA Authorized Representative Signature:

Printed Name: _____

Signature: _____

Title: _____

Date: _____

Vendor Authorized Representative Signature:

Printed Name: _____

Signature: _____

Title: _____

Date: _____

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Commercial Vendor Contract between _____ and _____

NJ State Approval ID: _____ Start Date: _____ End Date: _____

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.

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		1/2		1/2		1/2		1/2
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		1/2
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.



CHILD MEAL PATTERN

Breakfast				
(Select all three components for a reimbursable meal)				
Food Components and Food Items ¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ² <small>(at-risk afterschool programs and emergency shelters)</small>
Fluid Milk³	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
Vegetables, fruits, or portions of both⁴	¼ cup	½ cup	½ cup	½ cup
Grains (oz eq)^{5,6,7}				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal ⁸ , cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold) ^{8,9}				
Flakes or rounds	½ cup	½ cup	1 cup	1 cup
Puffed cereal	¾ cup	¾ cup	1 ¼ cup	1 ¼ cup
Granola	⅓ cup	⅓ cup	¾ cup	¾ cup

¹ Must serve all three components for a reimbursable meal. Offer versus serve is an option for at-risk afterschool participants.

² Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.

³ Must be unflavored whole milk for children age one. Must be unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children two through five years old. Must be unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children six years old and older.

⁴ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

⁵ At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards meeting the grains requirement.

⁶ Meat and meat alternates may be used to meet the entire grains requirement a maximum of three times a week. One ounce of meat and meat alternates is equal to one ounce equivalent of grains.

⁷ Beginning October 1, 2019, ounce equivalents are used to determine the quantity of creditable grains.

⁸ Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).

⁹ Beginning October 1, 2019, the minimum serving size specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is ¼ cup for children ages 1-2; 1/3 cup for children ages 3-5; and ¾ cup for children ages 6-12.

CHILD MEAL PATTERN

Lunch and Supper (Select all five components for a reimbursable meal)				
Food Components and Food Items ¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ² <small>(at-risk afterschool programs and emergency shelters)</small>
Fluid Milk³	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
Meat/meat alternates				
Lean meat, poultry, or fish	1 ounce	1 ½ ounce	2 ounces	2 ounces
Tofu, soy product, or alternate protein products ⁴	1 ounce	1 ½ ounce	2 ounces	2 ounces
Cheese	1 ounce	1 ½ ounce	2 ounces	2 ounces
Large egg	½	¾	1	1
Cooked dry beans or peas	¼ cup	⅓ cup	½ cup	½ cup
Peanut butter or soy nut butter or other nut or seed butters	2 tbsp	3 tbsp	4 tbsp	4 tbsp
Yogurt, plain or flavored unsweetened or sweetened ⁵	4 ounces or ½ cup	6 ounces or ¾ cup	8 ounces or 1 cup	8 ounces or 1 cup
The following may be used to meet no more than 50% of the requirement: Peanuts, soy nuts, tree nuts, or seeds, as listed in program guidance, or an equivalent quantity of any combination of the above meat/meat alternates (1 ounces of nuts/seeds = 1 ounce of cooked lean meat, poultry, or fish)	½ ounce = 50%	¾ ounce = 50%	1 ounce = 50%	1 ounce = 50%
Vegetables⁶	⅛ cup	¼ cup	½ cup	½ cup
Fruits^{6,7}	⅛ cup	¼ cup	¼ cup	¼ cup
Grains (oz eq)^{8,9}				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal ¹⁰ , cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup

¹ Must serve all five components for a reimbursable meal. Offer versus serve is an option for at-risk afterschool participants.

² Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.

³ Must be unflavored whole milk for children age one. Must be unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children two through five years old. Must be unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children six years old and older.

⁴ Alternate protein products must meet the requirements in Appendix A to Part 226.

⁵ Yogurt must contain no more than 23 grams of total sugars per 6 ounces.

⁶ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

⁷ A vegetable may be used to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different kinds of vegetables must be served.

⁸ At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards the grains requirement.

⁹ Beginning October 1, 2019, ounce equivalents are used to determine the quantity of the creditable grain.

¹⁰ Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).

Dr. Lena Edwards Academic Charter School | 2018-2019 CALENDAR

AUGUST '18						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26						

27 - 31 Classroom Setup
28 - 29 New Hire Orientation

FEBRUARY '19						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17						
24	25	26	27	28		

18 Presidents' Day- No School

19 days

SEPTEMBER '18						
S	M	T	W	Th	F	S
						1
2	3			6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

3 Labor Day- No School
4-5 Staff In service- No School for students
6 School opens all students report

17 days

MARCH '19						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

21 Days

OCTOBER '18						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7		9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

8 Columbus Day- No School.

22 days

APRIL '19						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18		20
21						27
28	29	30				

18- Half Day
19 Good Friday- No School
22-26 Spring Break

16 Days

NOVEMBER '18						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11		13	14	15	16	17
18	19	20	21			24
25	26	27	28	29	30	

12 Veterans Day- No School
21- half day
22- 23 No School Thanksgiving Break

19 Days

MAY '19						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26		28	29	30	31	

27 Memorial's Day- No School

22 days

DECEMBER '18						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23						29
30						

21- half day
24-31st Christmas Break

15 Days

JUNE '19						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

26 - Last Day of School (0 emergency days used)

If emergency days are used, add days from the 26th.

Last 3 days of school are 12:45 dismissals.

18 days

JANUARY '19						
S	M	T	W	Th	F	S
			2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20		22	23	24	25	26
27	28	29	30	31		

01 New Year's Day- No School
02 School Resumes

21 M.L. King Day- No School.

21 Days

Every Friday is a 12:45 Dismissal.

All half days are a 12:45 dismissal for students

Kindergarten and Grade 8 graduation dates are TBD.

4. AFFIRMATIVE ACTION REQUIREMENTS

Each 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:

- i. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program; or
- ii. A certificate of employee information report approval issued in accordance with N.J.A.C.17:27-4; or
- iii. An employee information report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

Please note: A completed and signed Affirmative Action Questionnaire is required with submission of proposal. However, the Board will accept in lieu of the Questionnaire, Affirmative Action Evidence stapled to the Affirmative Action Questionnaire form.

"If awarded a contract your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

5. AMERICANS WITH DISABILITIES ACT

The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. S121 01 et seq.

6. PROPOSAL FORM

All proposals are to be written in by typewriter or ink in a legible manner on the official Proposal Form. Any proposal price showing any erasure or alteration must be initialed by the respondent in ink, at the right margin next to the altered entry. Failure to initial any erasure or alteration may be cause to disqualify that particular proposal entry. If the disqualified entry is a required one, the entire proposal may be subject to rejection, so please fill out all entries with care.

The Proposal Form must be duly signed by the authorized representative of the company in the appropriate space, at the end of the Proposal Form. ***Failure to sign the Proposal Form may be cause to disqualify the entire proposal.*** If the Proposal Form contains more than one sheet, then respondents are requested to affix the company name and address on each intervening sheet between the front sheet and the signature sheet which already bear the company information.

DLEACS will not consider any proposal on which there is any alteration to, or departure from, the proposal specifications. Respondents are not to make any changes on the Proposal Form, or qualify their proposal with conditions differing from those defined in the contract documents. If respondents do make changes on the Proposal Form, except as noted above for initialed clerical mistakes, it shall be cause to disqualify that particular proposal as non-responsive N.J.S.A. 18A:18A-2(y).

7. RESPONDENT'S RESPONSIBILITY FOR PROPOSAL SUBMITTAL

Evaluation criteria have been established to assist DLEACS in determining which bidder will provide the best-suited quality of service that most closely satisfies the requirements set forth in the bid specifications. DLEACS will perform a pre-screening of each bid to verify that all necessary documents have been submitted with the bid package. Bid Packages failing to submit the necessary documentation shall be rejected without further evaluation and the bidder will be so informed in writing. Also, any bids found to be non-compliant in regards to USDA regulations will be rejected without further evaluation as well. After reviewing all responsive

bids, DLEACS will select the lowest responsible bid, equally taking into consideration the following criteria as to the bidder's responsibility.

8. BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

Pursuant to N.J.S.A. 52:32-44 as amended, all respondents shall submit with their proposal package a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey. Failure to provide the New Jersey Business Registration Certification prior to the award of contract, will be cause for the rejection of the entire proposal.

Goods and Services Contracts

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract: **1)** The contractor shall provide written notice to its subcontractors 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 was used; **3)** during the term of this contract, the contractor and its affiliates shall collect, remit, and notify all subcontractors and their affiliates that they must collect and remit to the Director of the 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 shall 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) 292-9292.

10. CHALLENGES TO PROPOSAL SPECIFICATIONS (N.J.S.A. 18A:18A-15)

Any prospective respondent who wishes to challenge a proposal specification shall file such challenges in writing with the Purchasing Agent no less than three (3) business days prior to the opening of proposals. Challenges filed after that time shall be considered void and having no impact on the Board of Education or the award of a contract.

11. COMPLIANCE WITH ALL LAWS -- *Where applicable*

Special attention is called to requirements for Public Liability and Property Damage Insurance, Workmen's Compensation Insurance, Social Security Act, Labor, Employment, Unemployment, Wages, Hours, Discrimination in Employment and Assignment of Contract.

The provisions of the New Jersey School Law shall bind all parties and interests to the Contract. Contractor shall comply with all Federal and State Laws, and all rules and regulations of health, public or other authorities controlling or limiting the methods, materials to be used or actions of those employed in work of this kind.

Any labor or material in addition to that described in the specifications and which is necessary to comply with these laws, rules, ordinances or regulations shall be provided by the Contractor.

Contractor shall keep himself informed of all existing and future State and Federal Laws in any manner affecting those engaged or employed in the work, and shall protect and indemnify the Owner, its officers, members and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation order or defects.

12. CRIMINAL HISTORY BACKGROUND CHECKS—N.J.S.A. 18A:6-7.1--REQUIREMENT

All providers for the services of this contract shall provide to the school district, prior to commencement of contract, evidence or proof that each employee assigned to provide services and that comes in regular contact with students, has had a criminal history background check, and that said check indicates that no criminal history record information exists on file for that worker.

Failure to provide a proof of criminal history background check for any employee coming in regular contact with students, prior to commencement of contact, may be cause for breach of contract.

If it is discovered during the course of the contract that an employee has a disqualifying criminal history or the employee has not had a criminal history background check, that employee is to be removed from the as a service provider immediately.

13. CONTRACTS

A. Award of Contract, Rejection of Proposal(s)

The contract shall be awarded, if at all, to the lowest responsible respondent as determined by DLEACS Board of Trustees. The Board of Trustees reserves the right to reject any or all proposals pursuant to N.J.S.A. 18A:18A-2(s), (t), (x), (y), 18A:18A-4(a), 18A:18A-22, and to waive any informalities and to take such alternates that the Board feels are in the best interests of the Board. The Board may at its option accept the lowest proposal on each item and split awards among the various respondents who submit the lowest responsible proposals. Pursuant to N.J.S.A. 18A:18A-36 DLEACS Board of Trustees shall award the contract or reject all proposals within sixty (60) days, noting the exception highlighted in the law.

B. Equal Prices

Pursuant to N.J.S.A. 18A:18A-37(d) when two or more respondents submit equal prices and the prices are the lowest responsible proposals, the Board of Trustees may award the contract to the vendor whose response, in the discretion of the Board, is the most advantageous, price and other factors considered.

C. Return of Contracts and Related Contract Documents--*When required*

Upon notification of award of contract by DLEACS Board of Trustees, the contractor shall sign and execute a formal contract agreement between the Board of Trustees and the contractor, **if required**.

If a formal contract is not required by the Board of Trustees, an approved and signed DLEACS Purchase Order will constitute as a contractual agreement. When a formal contract is required the contractor shall sign and execute said contracts and return said contracts along with the following:

2. Insurance Certificate with DLEACS as an additional insured (**if required**);
3. Affirmative Action Evidence Affirmative Action certificate or copy of completed form AA 302 together with proof of payment;
4. Other required documents as may be outlined in the proposal specifications.

The executed contracts and related documents must be returned to

Luis A. Santiago, Business Administrator

Dr. Lena Edwards Academic Charter School
509 Bramhall Avenue,
Jersey City, New Jersey

within ten (10) days of receipt of notification. Failure to execute the contract and return said contract and related documents within the prescribed time may be cause for a delay in payment for services rendered or products received or the annulment of award by the Board of Trustees, The Board of Trustees reserves the right to accept the proposal of the next lowest responsible respondent, in such a case.

D. Renewal of Contract; Services

The Board of Education may, at its discretion, request that a contract for services be renewed in full accordance with N.J.S.A. 18A:18A-42. The Purchasing Agent may negotiate terms for a renewal of contract proposal and present such negotiated proposal to the Board of Education. All multi-year contracts and renewals are subject to the availability and appropriation annually of sufficient funds as may be needed to meet the extended obligation.

The Board of Education is the final authority in awarding renewals of contracts.

E. Term of Contract

The contractor, to whom the contract is awarded, will be required to do and perform the work/services and to provide and furnish the materials in connection therewith in accordance with the plans and specifications on or before October 1, 2018 and terminate on June 30, 2019 with the option to extend during SY2019-2020 through SY2022-2023.

F. Purchase Order Required; Notice to Proceed

No contractor or vendor shall commence any project, provide any service or deliver any goods until he is in receipt of an approved purchase order authorizing work to begin or goods to be delivered.

14. DOCUMENTS, MISSING/ILLEGIBLE

The respondent shall familiarize himself with all forms* provided by the Board that are to be returned with the proposal. If there are any forms either missing or illegible, it is the responsibility of the respondent to contact the Business Office at (201-885-2633) for duplicate copies of the forms. This must be done before the proposal date and time. The Board of Trustees accepts no responsibility for duplicate forms that were not received by the respondent in time for the respondent to submit with his proposal.

15. DOCUMENT SIGNATURES – ORIGINAL; BLUE INK

All documents returned to DLEACS shall be signed with an original signature in ink (blue). Failure to sign and return all required documents with the proposal package may be cause for disqualification and for the proposal to be rejected pursuant to N.J.S.A. 18A:18A-2(y) (non-responsive). DLEACS will not accept facsimile or rubber stamp signatures.

***Forms provided by DLEACS that must be returned with proposal.**

- Proposal Form
- Affirmative Action Questionnaire or Affirmative Action Evidence
- Non Collusion Affidavit
- Contractor/Vendor Questionnaire and Certification
- Acknowledgement of Addenda
- Chapter 271 – Political Contribution Disclosure Form

- Form AA302 – Employee Information Report
- Disclosure of Investment Activities in Iran

*Please check your proposal package for these forms!

*******You must also include a copy of your NJ Business Certificate**

16. EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT

The respondent, by submitting a proposal, acknowledges that he has carefully examined the proposal specifications, documents, addenda (if any), and the site; and that from his investigation, he has satisfied himself as to the nature and location of the work, the general and local conditions and all matters which may in any way affect the work or its performance, and that as a result of such examination, he fully understands the intent and purpose thereof, his obligations thereunder, and that he will not make any claim for, or have any right to damages, because of the lack of any information.

Each respondent submitting a proposal for a service contract shall include in his proposal price all labor, materials, equipment, services, and other requirements necessary, or incidental to, the completion of the work, and other pertinent work as hereinafter described, in accordance with the proposal specifications and documents.

17. FALSE MATERIAL REPRESENTATION – N.J.S.A. 2C:21-34-97(b)

A person commits a crime if the person knowingly makes a material representation that is false in connection with the negotiation, award or performance of a government contract. If the contract amount is for \$25,000.00 or above, the offender is guilty of a crime of the second degree. If the contract amount exceeds \$2,500.00, but is less than \$25,000.00, the offender is guilty of a crime of the third degree. If the contract amount is for \$2,500.00 or less, the offender is guilty of a crime of the fourth degree.

18. FORCE MAJEURE

Neither party shall be liable in damages for any failure, hindrance or delay in the performance of any obligation under this Agreement if such delay, hindrance or failure to perform is caused by conditions beyond the control of either party, including, but not limited to, Acts of God, flood, fire, war or the public enemy, explosion, government regulations whether or not valid (including the denial or cancellation of any export or other necessary license), court order, state funding, or other unavoidable causes beyond the reasonable control of the party whose performance is affected which cannot be overcome by due diligence.

Vendors, and/or contractors who have a contract with the Board of Trustees to provide goods or services cannot unilaterally claim an increase in the cost of the contract because of Force Majeure.

19. INSURANCE AND INDEMNIFICATION

The respondent to whom the contract is awarded for any service work or construction work shall secure, pay the premiums for and keep in force until the contract expires, insurance of the types and amounts listed below:

- General Liability -- \$2,000,000. General Aggregate
- \$1,000,000. Products
- \$1,000,000. Personal Injury
- \$1,000,000. Each Occurrence
- \$50,000. Fire Damage
- \$5,000. Medical Expense

(A) *Insurance Certificate*

- a. The contractor must present to the Board of Education an insurance certificate in the above types and amounts before any work or service begins.
- b. Automobile liability insurance shall be included to cover any vehicle used by the insured.
- c. The certificate holder shall be as follows:

Dr. Lena Edwards Academic Charter School
c/o The Business Office
509 Bramhall Avenue
Jersey City, NJ 07304-2730

- d. Additional Insured Claim -- The contractor must include the following clause on the insurance certificate.

“Dr. Lena Edwards Academic Charter School is named as an additional insured”

OTHER INSURANCES

WORKERS COMPENSATION – Statutory Limits. Evidence of adequate Workers Compensation Insurance as required by the laws of the State of New Jersey and the United States, must be available for perusal.

(B) Indemnification

The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless DLEACS and its agents, employees and Board members, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses (including, but not limited to, attorney’s fees) in connection therewith on account of the loss of life or property or injury or damage to any person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract and the performance by contractor of services under the contract or by a party for whom the contractor is liable. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.

The Contractor is to assume all liability of every sort incident to the work, including property damage caused by him or his men or by any subcontractor employed by him or any of the subcontractor’s men

20. INTERPRETATIONS AND ADDENDA

No interpretation of the meaning of the specifications will be made to any respondent orally. Every request for such interpretations should be made in writing to the Purchasing Agent must be received at least ten (10) days prior to the date fixed for the opening of proposals to be given consideration. Any and all interpretations and any supplemental instructions will be distributed in the form of a written addendum to the specifications. The addenda will be provided in accordance with N.J.S.A. 18A:18A-21(c) to the respondents by certified mail or certified fax no later than seven (7) days Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of proposals. All addenda so issued shall become part of the contract document.

21. IRAN DISCLOSURE N.J.S.A. 18A18A-49.4

Pursuant to Public Law 2012, c. 25, any person or entity that submits a proposal or proposal or otherwise proposes to enter into or renew a 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. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and 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.

In addition, bidders must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes on the lower portion of the enclosed form.

Failure to complete, sign and submit the Disclosure of Investment Activities in Iran form with the proposal shall be cause for rejection of the proposal.

22. LIABILITY – COPYRIGHT

The contractor shall hold and save DLEACS School, its Trustees, officials and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.

23. LIQUIDATED DAMAGES

Liquidated damages shall be assessed against the contractor in the amount as listed in the General Specifications, and Contract should the contract/work/service not be completed in accordance with the plans and specifications.

24. NON-COLLUSION AFFIDAVIT

A notarized Non-Collusion Affidavit shall be submitted with the proposal. (N.J.S.A. 2A:93-6).

25. PAYMENTS

Payments for services will be made on a monthly basis. Every effort will be made to pay vendors and contractors within thirty (30) to sixty (60) upon receipt of invoice.

Payment will be rendered upon completion of services or delivery of full order to the satisfaction of DLEACS Board of Trustees, unless otherwise agreed to by written contract or mandated by N.J.S.A. 18A:18A-40.1. The Board of Trustees at its discretion may make partial payments. All payments are subject to approval by the Board of Trustees at a public meeting. Payment may be delayed from time to time depending on the Board of Trustees meeting schedule.

Invoices

The invoice clearly outlines the goods received or services rendered and the date(s) the services were rendered.

- The invoice must include the full name and address of the company.
- The invoice must include the purchase order number from the board of education.
- The invoice must have the company's invoice number that may be used as reference.
- The invoice must list the goods or services rendered.
- The invoice must be submitted to the Business Office.
- Invoices must be submitted within thirty (30) days of service.

26. POLITICAL CONTRIBUTIONS DISCLOSURE – REQUIREMENTS

Pursuant to N.J.A.C. 6A:23A-6.3 (a)(1-4) please note the following:

Award of Contract -- Reportable Contributions -- N.J.A.C. 6A:23A-6.3 (a)(1)

“No board of education will vote upon or award any contract in the amount of \$17,500 or greater to any business entity which has made a contribution reportable by the recipient under P.L.1973, c83 (codified at N.J.S.A. 19:44A-1 et seq.) to a member of the board of education during the preceding one year period.”

Contributions During Term of Contract – Prohibited -- N.J.A.C. 6A:23A-6.3 (a)(2-3)

“Contributions reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et seq.) to any member of the school board from any business entity doing business with the school district are prohibited during the term of the contract.”

“When a business entity referred in 4.1(e) is a natural person, contribution by that person's spouse or child that resides 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.”

Chapter 271 Political Contribution Disclosure Form – Required -- N.J.A.C. 6A:23A-6.3 (a)(4)

All bidders shall submit with their proposal package a completed and signed Chapter 271 Political Contribution Disclosure Form. The Chapter 271 form will be reviewed by the district to determine whether the vendor is in compliance with the aforementioned N.J.A.C. 6A:23A-6.3 (a)(2) Award of Contract.

27. POLITICAL CONTRIBUTION DISCLOSURE STATEMENT – PAY TO PLAY

A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions with the **New Jersey Election Law Enforcement Commission** pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005 Chapter 271 section 3) if the business entity receives contracts in excess of \$50,000 from public entities in a calendar year. It is the business entity's responsibility to determine if filing is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement commission at 1-888-313-3532 or at www.elec.nj.us.

28. QUALIFICATION OF BIDDERS - Contractor Questionnaire Certification Form

The Elysian Board of Trustees may make such investigations as it seems necessary to determine the ability of the respondent to perform the terms of the contract. The respondent shall complete a Contractor Questionnaire Certification Form and return same with the proposal and shall furnish all information to the Board as the Board may require to determine the contractor's ability to perform the duties and obligations as outlined in these specifications.

29. RIGHT TO KNOW LAW

All potentially hazardous materials or substances must be properly labeled in full accordance with the New Jersey Right to Know Law - N.J.S.A. 34:5A-1 et seq. All contractors or vendors who need additional information about the New Jersey Right to Know Law are to contact the:

New Jersey Department of Health
Right to Know Program
CN 368
Trenton, New Jersey 08625-0368

30. SUBCONTRACTING; ASSIGNMENT OF CONTRACT

Contractors, services providers, and all vendors with whom DLEACS Board of Trustees has an executed contract may not subcontract any part of any work done or assign any part of contract for goods or materials for the Board without first receiving written permission from the Purchasing Agent.

Contractors, service providers, and vendors using subcontractors assume all responsibility for work performed by subcontractors. The Board Business Office may require the following documents to be secured from all approved subcontractors:

- Insurance Certificate as outlined in the proposal specifications;
- Affirmative Action Evidence as outlined in the proposal specifications;
- Written certification that the subcontractor shall adhere to prevailing wages as provided through New Jersey State Law.

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

Transportation carriers hired by the vendor to deliver goods and materials are not considered to be subcontractors.

31. TAXES

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

32. TERMINATION OF CONTRACT

If the Board determines that the contractor has failed to comply with the terms and conditions of the proposal and/or proposal upon which the issuance of the contract is based or that the contractor has failed to perform said service, duties and or responsibilities in a timely, proper, professional and/or efficient manner, then the Board shall have the authority to terminate the contract upon written notice setting forth the reason for termination and effective date of termination.

Termination by the Board of the contract does not absolve the contractor from potential liability for damages caused the School by the contractor's breach of this agreement. The Board may withhold payment due the contractor and apply same towards damages once established. The Board will act diligently in accordance with governing statutes to mitigate damages. Damages may include the additional cost of procuring said services or goods from other sources.

The contractor further agrees to indemnify and hold DLEACS harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement.

The contract may be terminated by the board for convenience without any liability or penalty to the board except that the contractor shall be paid for services that are rendered prior to the date of termination, excluding loss of profits, loss of business advantage, compensatory or consequential damages.

33. WITHDRAWAL OF PROPOSAL

Before The Proposal Opening

The Purchasing Agent may consider a written request from a respondent to withdraw a proposal if the written request is received by the Purchasing Agent before the advertised time of the proposal opening. Any respondent who has been granted permission by the Purchasing Agent to have his/her proposal withdrawn cannot re-submit a proposal for the same advertised proposal project. That respondent shall also be disqualified from future proposals on the same project if the project is re-proposal.

After The Proposal Opening

The Elysian Board of Trustees may consider a written request from a respondent to withdraw a proposal, if the written request is received by the Purchasing Agent within five (5) business days after the proposal opening. A request to withdraw a proposal after the specified number of days will not be honored.

The contractor/vendor who wishes to withdraw a proposal must provide a certification supported by written factual evidence that an error or omission was made by the contractor and that the error or omission was a substantial computational error or an unintentional omission or both.

GENERAL SPECIFICATIONS

DLEACS is committed to serving healthy nutritious meals on a daily basis to its students (the "Nutrition Program"). DLEACS is committed to awarding a contract to a vended meal contractor (FOOD SERVICE VENDOR) that will align with our Nutrition Program's objectives. The successful FOOD SERVICE VENDOR shall operate our nutrition program in a manner which best fulfills the needs and expectations of DLEACS. The FOOD SERVICE VENDOR's proposal prices should be responsible without sacrificing quality or nutritional content. The FOOD SERVICE VENDOR should ensure that healthy and appetizing meals are affordable for our low-income students.

DLEACS would like to increase our school lunch participation from 67% to 75% or higher. The FOOD SERVICE VENDOR should be prepared to gather feedback from students and staff to ensure participation level goals. The FOOD SERVICE VENDOR should be able to adjust monthly menus and recipes in consultation with or Nutrition Director and based on feedback from our students. It is important that our students enjoy and look forward to their lunch on a daily basis.

The FOOD SERVICE VENDOR will follow and exceed all the aspects of the U.S. Healthy Hunger-Free Kids Act of 2010. Failure to comply with the U.S. DOA's regulations is grounds for automatic termination of service contract.

PROFILE OF DLEACS

DLEACS is an elementary charter school, grades K through 8 with a total enrollment of 384 students. DLEACS currently offers the National School Lunch Program.

Estimated meals to be served

Based on historical participation rates, DLEACS estimates 99,750 reimbursable meals will need to be served during the 2018 – 2019 school year.

Current facilities and equipment

DLEAC's current cafeteria does not have a fully functioning kitchen. We do have heating units, freezer and refrigerators.

Free and Reduced-price meal eligibility

Approximately 90% of DLEACS students are eligible for free or reduced-price meals.

Service days

We anticipate 190 service days in the 2018-19 school year.

1. FOOD SERVICE VENDOR REQUIREMENTS

DLEACS intends to secure a responsible and reliable vendor to provide students, faculty and staff with healthy meals that are prepared following the Food-Based Menu planning approach under USDA regulations.

The following conditions must be met at a minimum, and data demonstrating the qualifications should be submitted along with the proposal.

- A. The production facility must be fully operational by July, 1 2018.
- B. FOOD SERVICE VENDOR will provide meals to DLEACS following the Food Based Menu Planning Option that complies with the nutrition standards established by the United States Department of Agriculture (USDA). DLEACS will be responsible for claiming reimbursement from the NJ Department of Agriculture (NJDOA).
 - a. The FOOD SERVICE VENDOR shall submit with this proposal menus from a current client covering October, November, and December 2017. The nutritional content of each menu item must accompany each menu submission.
 - b. DLEACS requires two hot options daily, one is to be vegetarian.
 - c. **Menu type and cycle:** The FOOD SERVICE VENDOR will submit with this proposal a twenty-one (21) day cycle menu that complies with state requirements for the upcoming school year. The FOOD SERVICE VENDOR must adhere to this cycle for the first twenty-one (21) days of meal service; thereafter, changes may be made with the mutual agreement of DLEACS and the FOOD SERVICE VENDOR. However, the menu standard, as presented in the first twenty-one (21) day menu and the Daily Menu Pattern, must be maintained as a type and quality of meal service. The Daily Menu Pattern should clearly indicate the number and type of choices and offerings that will be offered at all grade levels.
- C. FOOD SERVICE VENDOR must be presently operating successful school lunch programs of similar size and scope to DLEACS. The FOOD SERVICE VENDOR must supply a list of references of similar school clients with this proposal. DLEACS will contact these references.
- D. FOOD SERVICE VENDOR will prepare meals at a site that maintains the appropriate state and local health certifications for the facility.
- E. FOOD SERVICE VENDOR must have the ability to be flexible with order changes within 24 hours.
- F. The FOOD SERVICE VENDOR must have extensive involvement and experience in the school food services field in the areas of:
 - a. Nutrition and menu planning

- i. FOOD SERVICE VENDOR shall submit along with the menus required above a statement or policy of its menu development philosophy for schools, identifying its approach to developing healthy meals for children.
 - b. Satellite food production and distribution
 - i. FOOD SERVICE VENDOR shall submit a list of its food production sites and its policies and procedures regarding preparation and distribution of foods.
- G. The winning vendor will be responsible for providing DLEACS with daily production records (HACCP forms). All HACCP forms will be filled out with every component for each meal in compliance with the NJDOA's Child Nutrition Program.
- H. FOOD SERVICE VENDOR will deliver vended meals in separate, suitable transport cartons for each meal type to DLEACS. The vendor will be responsible for the condition and care of vended meals, including maintaining the proper temperature of meal components, until DLEACS accepts delivery. Items are to be delivered to DLEACS and taken off the truck by transportation carrier personnel and brought to a designated area inside the school. If any items are determined to be missing, the vendor must make arrangements to deliver them to DLEACS immediately upon notification. The delivery time to DLEACS will be agreed upon by both parties.
- I. Vended meals will be provided on days when DLEACS is in session, according to the school year calendar attached. DLEACS will not be responsible for receiving or paying for vended meals on days when the school is closed or when the school is closed due to inclement weather.

2. GENERAL PROGRAM, SPECIFICATIONS

Preparation Methods

- A. All food should be reasonably seasoned and prepared to the best of the FOOD SERVICE VENDOR's ability.
- B. **All food should be of acceptable portions. All menus will exceed the NSLP.**
- C. The FOOD SERVICE VENDOR will meet with the Food Service Director monthly to develop and approve menus for all schools based on school feedback and previous month's menu likeability.
- D. All changes will be made by the next menu cycle.
- E. Vendor must be flexible with menu items.

Food Specifications

The FOOD SERVICE VENDOR shall be responsible for purchasing standards and specifications to bring about the best quality and price for DLEACS's food service program. The grade, purchase unit, style, weight, ingredients, formulation, etc., as agreed by DLEACS shall be complied with by the FOOD SERVICE VENDOR. The FOOD SERVICE VENDOR shall submit a statement reflecting how it will comply with the following food specifications.

General

Grains:

1. Bread products should be whole-grain or made with whole wheat flour. No products that are less than 50% whole wheat will be served.
2. Offer brown rice options for selected menus.
3. If applicable, product should be in moisture-proof wrapping and pack code date provided.

Dairy:

1. Minimum Grade A, No rBST or hormones in milk.
2. Fat free flavored milk MUST be made available at DLEACS's request.

Meat, poultry and fish:

1. Meat, poultry, fish and eggs must be USDA inspected and free from odor or off color
2. Offer proteins predominantly in the form of skinless poultry, lean ground turkey, beans, fish, low-fat dairy foods, eggs, nuts and seeds. No ground beef will be served except for hamburgers, tacos and meat balls.
1. Any cured meats must be made from beef and/or poultry. No variety meats, fillers, extenders, non-fat milk solids, or cereal will be allowed.
2. Beef must be at least 80:20 lean to fat

Fruits and vegetables:

1. All fresh fruits and vegetables must be ripe and in good condition. DLEACS requires fresh fruit a minimum of 3x's a week. .
2. Offer a variety of options, no fruit shall be repeated on the same day.
3. Suncups are not permitted to count as juice served. Please present DLEACS with the juice brands that will be offered at the time of proposal submission.
4. Offer at least five different fruits and vegetables each week
5. Fruit cups are permitted to be served.
6. Apple sauce must be free of added sugar.
7. Minimum US No. 1 grade.

F. Meals will not include:

1. Hydrogenated and partially hydrogenated oils
2. Trans fats
3. Deep fried foods
4. Nitrates or nitrites
5. MSG or equivalent
6. Candy, gum or other non-nutritious snacks
7. High fructose corn syrup (HFC) as the first ingredient

G. Limit the use of:

1. Packaged condiments
2. Refined sugars
3. Artificial colors and flavors
4. USDA commodities
5. GMO/GE foods/ingredients
6. Meats higher in cholesterol and saturated fat (red meat, encased meats) to no more than one serving per week

3. FOOD SERVICE VENDOR GENERAL RESPONSIBILITIES

- A. Produce reimbursable meals in accordance with state nutritional requirements and a menu approved by DLEACS
- B. Deliver all meals in a timely manner each day; 30 minutes before the first scheduled lunch
- C. Purchase and receive all necessary products for food production
- D. Include production records with all necessary components for each reimbursable meal on HACCP forms on a daily basis.
- E. Ensure compliance with all sanitation and health regulations
- F. Participate in any audits conducted on behalf of the nutrition program by providing detailed information about the nutrition components.
- G. Any damages to DLEACS property by the FOOD SERVICE VENDOR will be paid for by the FOOD SERVICE VENDOR, including damage to the inside or outside of any school buildings or DLEACS property.
- H. Provide condiments needed with all meals and ensure that there is an efficient provision of them.
- I. Comply with all local and state sanitation requirements in the preparation of food.
- J. All food will be delivered in a well maintained and refrigerated truck at all times.

DLEACS General Responsibilities

- A. Gather, evaluate, verify and maintain eligibility applications for free and reduced-price meals
- B. Submit regular state reimbursement requests
- C. Collect student fees
- D. Approve menus
- E. Manage school based employees

Other Specifications

- A. DLEACS may request additional food service program(s).
- B. DLEACS reserves the right, at its sole discretion, to sell or dispense any food or beverage before or after FOOD SERVICE VENDOR regularly scheduled lunch period.

Fees, Billing & Financial Reporting

- A. FOOD SERVICE VENDOR shall receive a fixed rate per meal for each reimbursable meal purchased. FOOD SERVICE VENDOR is responsible for preparing the proper number of meals ordered per day.
- B. FOOD SERVICE VENDOR shall invoice DLEACS monthly. DLEACS shall pay invoices within 30 days. FOOD SERVICE VENDOR shall not charge interest for any late payments by DLEACS.
- C. No payment shall be made for meals that are spoiled or unwholesome at time of delivery, or do not meet the details specifications for each food component in the meal pattern, or do not otherwise meet the requirements of the contract.

- D. Any food that is ordered that is designated as “catering” will be billed separate from the meal program to DLEACS.

Compliance with Applicable Laws & Codes

DLEACS shall:

- A. Obtain and post all applicable health permits.
- B. Comply with all health and safety regulations required by Federal, State or local law.
- C. Comply with all building rules and regulations.
- D. Ensure employees maintain applicable health certifications.

4. CONTRACT AND TERM

- A. DLEACS and the successful FOOD SERVICE VENDOR shall enter into a contract using the form provided by the NJDOA (Attached).
- B. The contract shall become effective on October 1, 2018 and terminate on June 30, 2019 with the option to extend during SY 2019-2020 through SY2022-2023.
- C. DLEACS and FOOD SERVICE VENDOR may extend the contract under the rules and regulations prescribed by the Commissioner of Education and Federal regulations, as prescribed by the United States Department of Agriculture.
- D. DLEACS or the FOOD SERVICE VENDOR may terminate the contract, for cause, by giving thirty (30) days written notice.
- E. Neither the FOOD SERVICE VENDOR nor DLEACS shall be responsible for any losses if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or any acts not within the control of either the FOOD SERVICE VENDOR or DLEACS and which by the exercises of due diligence it is unable to prevent.
- F. Before any fixed rate or fee increases can be implemented as part of a contract renewal agreement, the FOOD SERVICE VENDOR shall document to the SFA, through a written financial analysis, the need for such increases. Renegotiation of all fixed rates and fees in subsequent years of the contract must not exceed the Consumer Price Index for Urban Consumers—Food Away From Home annualized rate for December of the current school year. Individual per meal fixed rate and applicable fixed fee increases cannot exceed the Consumer Price Index for Urban Consumers—Food Away From Home as stated above. Percentage increases cannot be applied to any previous year’s total estimated or actual contract cost.

5. TRANSITION

The FOOD SERVICE VENDOR shall submit a proposed transition plan that shall indicate the activities, procedures, and potential time frames to implement the FOOD SERVICE VENDOR’s services.

6. SPECIAL AND GENERAL CONSIDERATIONS

- 1. The FOOD SERVICE VENDOR will comply with all specific and general conditions outlined in these specifications, which are in all respects made a part of this Proposal.
- 2. The FOOD SERVICE VENDOR must examine kitchen, receiving and storage areas where services are to be provided.

3. FOOD SERVICE VENDOR shall provide service for DLEACS functions when requested. No such special services may be provided to any sponsor without prior approval from DLEACS.

PROPOSAL DOCUMENTS AND REQUIRED DOCUMENTATION

All documents in this section shall be completed, signed and submitted with the proposal package – Failure to submit the proposal documents and other documents so specified may be cause to reject the proposal for being non-responsive (N.J.S.A. 18A:18A-2(y)).

AFFIRMATIVE ACTION QUESTIONNAIRE

Proposal No. **01-2018/19**

Proposal Date: **August 30, 2018**

This form is to be completed and returned with the proposal. However, DLEACS Board of Trustees will accept in lieu of this Questionnaire, Affirmative Action Evidence Employee Information Report stapled to this page.

1. Our company has a federal Affirmative Action Plan approval. Yes No

If yes, please attach a copy of the plan to this questionnaire.

2. Our company has a N.J. State Certificate of Employee Information Report Yes No

If yes, please attach a copy of the certificate to this questionnaire.

3. If you answered “**NO**” to both questions No. 1 and 2, you must apply for an Affirmative Action Employee Information Report – Form AA302.

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/

- Click on “Employee Information Report”
- Complete and submit the form with the appropriate payment to:

Department of Treasury
Division of Public Contracts/EEO Compliance
P.O. Box 209
Trenton, NJ 08625-0002

All fees for this application are to be paid directly to the State of New Jersey. A copy shall be submitted to DLEACS Board of Trustees within seven (7) days of the notice of the intent to award the contract or the signing of the contract.

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

Name: _____

Signature _____

Title _____ Date _____

Name of Company _____

Address _____

City, State, Zip _____

NON-COLLUSION AFFIDAVIT

Commercial Vended Meals

Re: Proposal for the Dr. Lena Edwards Academic Charter School

Proposal No. **01-2018/2019**

STATE OF _____

Proposal Date: **August 30, 2018**

:ss:

COUNTY OF _____

I, _____ of the City of _____

in the County of _____ and the State of _____

of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____

Position in Company

and the respondent making the Proposal for the above names contract, and that I executed the said Proposal with full authority so to do; that I have not, directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential respondents, or otherwise taken any action in restraint of free, competitive proposal in connection with the above named proposal, and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Board of Education DLEACS 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 proposal.

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

(Print Name of Contractor/Vendor)

Subscribed and sworn to: _____

(SIGNATURE OF CONTRACTOR/VENDOR)

before me this _____ day of _____, _____.
Month Year

NOTARY PUBLIC SIGNATURE

Print Name of Notary Public

My commission expires _____, _____. - Seal -

Month

Day

Year

Contractor/Vendor Questionnaire/Certification

**Proposal: Commercial Vended Meals
Proposal Date: Thursday, August 30, 2018**

Proposal Number 01 - 2019

Name of Company _____

Street Address _____ PO Box _____

City, State, Zip _____

Business Phone Number (____) _____ Ext. _____

Emergency Phone Number (____) _____

FAX No. (____) _____ E-Mail _____

FEIN No. _____

Years in Business _____ Number of Employees _____

References – Work previously done for School Systems in New Jersey

<u>Name of District</u>	<u>Address</u>	<u>Contact Person/Title</u>	<u>Phone</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

Vendor Certification

Direct/Indirect Interests

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

I certify that I am not an official or employee of the Dr. Lena Edwards Academic Charter School.

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 school official, board member or employee of the Dr. Lena Edwards Academic Charter School.

Vendor Contributions

I declare and certify that I fully understand N.J.A.C. 6A:23A-6.3(a1-4) concerning vendor contributions to school board members.

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.

President or Authorized Agent (Print)

SIGNATURE

Acknowledgement of Addenda

Proposal Number **01-2018/19**

Proposal Date: **August 30, 2018**

The respondent acknowledges receipt of the hereinafter enumerated Addenda which have been issued during period of proposal and agrees that said Addenda shall become a part of this contract. The respondent shall list below the numbers and issuing dates of the Addenda.

ADDENDA NO.

ISSUING DATES

_____	_____
_____	_____
_____	_____
_____	_____

No Addenda Received

Name of Company _____

Address _____ P.O. Box _____

City, State, Zip Code _____

Name of Authorized Representative _____

Signature _____ Date _____

**Dr. Lena Edwards Academic Charter School
Business Office**
509 Bramhall Avenue
Jersey City, NJ 07304-2730

**Chapter 271
Political Contribution Disclosure Form
(Contracts that Exceed \$17,500.00)
Ref. N.J.S.A. 52:34-25**

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

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

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 _____

Proposal: Commercial Vended Meals

Proposal No: 01-2018/19

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 disclosed 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-1 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.

52:34-25 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 proposals, 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 proposal 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-1 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.

P.L. 2005,c271

Page 2

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. 52:34-25.

**List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 52:34-25**

County Name: Hudson

State: Governor, and Legislative Leadership Committees

Legislative District #: 31

State Senator and two members of the General Assembly per district.

County: Hudson

Freeholders
Surrogate

County Clerk
Registrar of Deeds

Sheriff

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

Bayonne City

East Newark Borough

Guttenberg Town

Harrison Town

Hoboken City

Jersey City

Kearny Town

North Bergen Township

Secaucus Town

Union City

Weehawken Township

West New York Town

Boards of Education (Members of the Board):

East Newark Borough

Guttenberg Town

Hoboken City

Kearny Town

North Bergen Township

Secaucus Town

Weehawken Township

Fire Districts (Board of Fire Commissioners):

(None)

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

The contractor and DLEACS (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 thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this contract. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against 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 other costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any administrative complaints brought pursuant to the owner's grievance procedure, the contractor agrees to accept 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 or preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

(REVISED 4/10)

ETHICS IN PURCHASING ***Statement to Vendors***

School District Responsibility

Recommendation of Purchases

It is the desire of the Dr. Lena Edwards Academic Charter School to have all Board employees and officials practice exemplary ethical behavior in the procurement of goods, materials, supplies, and services.

School district officials and employees 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

School district officials and employees are prohibited from soliciting and receiving funds, gifts, materials, goods, services, favors, and any other items of value from vendors doing business with the Dr. Lena Edwards Academic Charter School.

Vendor Responsibility

Offer of Gifts, Gratuities -- Prohibited

Any vendor doing business or proposing to do business with the Dr. Lena Edwards Academic Charter School shall neither pay, 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 Dr. Lena Edwards Academic Charter School 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 Dr. Lena Edwards Academic Charter School, 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 Dr. Lena Edwards Academic Charter School 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 Dr. Lena Edwards Academic Charter School.

Luis A. Santiago

Business Administrator
Board Secretary

**DLEACS School
Business Office**
509 Bramhall
Jersey City, NJ 07304-2730

Luis A. Santiago

Business Administrator
201-885-2633
551-200-6113 fax
lsantiago@drlenaedwardscharterschool.org

TO: All Vendors



Official Notification

Authorized Purchases

DLEACS Board of Trustees only recognizes purchases made through the approved purchase order process. All purchases require a:

Written Purchase Order with **authorized signatures** and a **Purchase Order Number**.

Unauthorized Purchases

Any DLEACS Board of Trustee employee who orders and/or receives any materials, supplies or services without first going through the approved purchase order process has made an unauthorized purchase.

Vendors' Responsibility

• **Do NOT Honor Requests!**

Vendors are not to honor or accept any requests for goods or services unless the vendor receives a **written purchase order** with **authorized signatures** and a **purchase order number**.

• **Contact the Business Office!**

Please alert Luis A. Santiago at 201-4336-5300 if any Board employee attempts to place an order without an authorized purchase order.

• **You will NOT Get Paid!**

DLEACS Board of Trustees will not be held responsible for any unauthorized orders or purchases.

Authorized Signatures

DLEACS Board of Trustees will only recognize purchase orders signed by:

Luis A. Santiago

ADVISORY INFORMATION FOR RESPONDENTS

1. PROMPTNESS OF PROPOSAL SUBMITTAL

It is the responsibility of the respondent to ensure that their proposal is presented in a sealed envelope at DLEACS School Business Office or designee, prior to the advertised proposal date and time. The advertised proposal date and time for this proposal is on **August 30, 2018 at 3:00 p.m.** No proposals shall be accepted after the time designated in the proposal advertisement. No extensions or exceptions will be made. The Business Office is opened Monday through Friday from 8:00 am – 4:00 pm according to the school calendar and 8:00 am – 2:00 pm during the summer. Access to the Business Office may be delayed because of security clearance. Respondents may also submit proposals to Luis A. Santiago or designee at the proposal opening meeting held in the DLEACS Conference Room, 513 Bramhall Avenue., Jersey City, NJ 07310-2730, prior to the advertised proposal opening date and time. Once again, proposals will not be accepted after the time designated in the advertisement.

2. PARKING

Parking in the vicinity of DLEACS is at a premium. ***Allow enough time to locate a parking space.*** Be aware of parking signs as you may receive a parking ticket or have your vehicle towed.

3. MAIL

Mail is brought to the School Offices, approximately 3:30 p.m. each day. The mail is then sorted within the district system by departments. The Business Office routinely receives its mail at approximately 4:00 p.m. each day.

4. UPS / FED EX / AND OTHER EXPRESS DELIVERY SERVICES

Deliveries of this type usually arrive at 4:00 p.m. These items are brought only to the receptionist at the school Business Office on the second floor.

5. HAND DELIVER PROPOSALS – SUGGESTED PRACTICE

Keeping the aforementioned items in mind, it is suggested that respondents arrange to hand deliver their proposal to the Business Office, and personally turn it in to the office of the Business Administrator before the advertised date and time. Please understand that proposals arriving after the advertised proposal date and time for any reason, will not be accepted, opened or considered.

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

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

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

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

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

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

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

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

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

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

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

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

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

Racial/Ethnic Groups will be defined:

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

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

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

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

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

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

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

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

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

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

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

TYPE OR PRINT IN SHARP BALL POINT PEN

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

NJ Department of the Treasury
Division of Public Contracts Equal Employment Opportunity Compliance
P.O. Box 206
Trenton, New Jersey 08625-0206 Telephone No. (609) 292-5473

To be completed and signed below.

Return With Proposal

Dr. Lena Edwards Academic Charter School
STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposal #01-2018/19

PART 1: CERTIFICATION

RESPONDENTS MUST COMPLETE PART 1 BY CHECKING EITHER BOX

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

Pursuant to public Law 2012, c. 25, any person or entity that submits a proposal or proposal or otherwise proposes to enter into or renew a 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/Chapter25Listpdf>. Respondents **must** review this list prior to completing the below certification. **Failure to complete the certification will render a respondent’s proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and 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.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the respondent listed above nor any of the respondent’s parents, 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 I am an officer or representative of the entity listed above and authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

I am unable to certify as above because the respondent and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department’s Chapter 25 list. **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 such 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: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN –

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the box below.

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION.

Name: _____	Relationship to Respondent/Offer _____
Description of Activities _____	

Duration of Engagement _____	Anticipated Cessation Date _____
Respondent/Offeror Contact Name _____	Contact Phone Number _____

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 above-referenced person or entity. I acknowledge that the State of New Jersey 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 any contracts with the State to notify the State 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 State of New Jersey and the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature _____

Title: _____ Date: _____

Name of Company: _____ City/State/Zip: _____

STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP

Vended Meal Services

Re: Bid Proposal for DLEACS of Hoboken

Bid No. ECS – 01-2018/19

Bid Date: **May 17, 2018**

Please check one type of Ownership, complete the form, and execute where provided.

- | | |
|--|--|
| <input type="checkbox"/> Corporation-- | <input type="checkbox"/> Limited Partnership-- |
| <input type="checkbox"/> Partnership-- | <input type="checkbox"/> Limited Liability Corp.-- |
| <input type="checkbox"/> Sole Proprietorship-- | <input type="checkbox"/> Limited Liability Partnership-- |
| <input type="checkbox"/> Sub Chapter S Corp.-- | <input type="checkbox"/> Other-_____ |

No corporation "or partnership" shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any material or supplies, the cost of which is to be paid with or out of any public funds, by the State or any county, municipality or school DLEACS, or any subsidiary or agency of the State, or by an authority, board or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid of said corporation or said partnership, there is submitted a statement setting forth the names and all individual partners in the partnership who own a 10% or greater interest therein, as the case may be." If one or more such stockholder "or partner" is itself a corporation "or partnership", the stockholder holding 10% or more of that corporation "or partnership" the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be, continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

IT IS MANDATORY THAT THIS FORM BE COMPLETED AND SUBMITTED WITH BID. In the event that there are no persons who own ten percent or more of the stock or ownership of the bidder, then such fact should be certified below as part of this disclosure.

Name of Company _____

Address _____

City, State, Zip _____

List of Owners with Ten Percent (10%) or More Interest

<u>Owner's Name</u>	<u>Home Address</u>	<u>Title/Office Held</u>	<u>Percent (%) of Partnership Shares Owned</u>

NOTE: If you need more space than that provided above, please use an extra sheet for furnishing the above required information for any remaining persons or entities.

Signature _____ *Date* _____

(form continued on next page) 42



**STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP
(con't)**

If your firm is not a corporation and/or partnership, please explain below how your firm is organized and include a list of the various principals.

Our firm, _____, is organized

Names of Principals

Title

Use additional paper if needed. Check here if additional sheets are attached.

Name of Company _____

Address _____

City, State, Zip _____

Authorized Agent _____ **Title** _____

SIGNATURE OF AUTHORIZED AGENT

BID CHECKLIST

Documents to be Returned with Bid

1. Affirmative Action Questionnaire or Affirmative Action Evidence stapled to Questionnaire
2. Bid Proposal Form
3. Non-Collusion Affidavit
4. Stockholders'/Partnership Disclosure Affidavit, and Ownership Declaration
5. Contractor/Vendor Questionnaire / Certification
6. Disclosure of Investment Activities in Iran
7. New Jersey Business Registration Certificate
8. Acknowledgement of Addenda *(If applicable)*
9. Chapter 271 Political Contribution Disclosure Form
10. Menus – Current client menu
11. Menu – Proposed 21 day cycle for DLEACS
12. List of References with contact information from current clients or clients within past two years
13. Food Sources List
14. List of food production sites and policies and procedures regarding preparation and distribution of foods

The documents listed above when required, are to be submitted with the bid package. Failure to submit them may be cause for disqualification for being non-responsive pursuant to N.J.S.A. 18A:18A-2(y).

Reminder Checklist

As a courtesy, the Business Office has prepared this reminder checklist for items pertaining to this bid. The checklist is not considered to be all-inclusive. Bidders are to read and become familiar with all instructions outlined in the bid package.

<u>Item</u>	<u>Yes</u>	<u>No</u>
1. Have you verified your pricing to ensure accuracy?		
2. Have you answered question fully and accurately?		
3. Have you signed all your documents? No facsimile signature.		
4. Have you prepared all documents for submission including pricing for all options?		
5. Did you make a copy of the bid package for your records?		
6. Have you included a list of food sources?		
7. Did you include your client's quarterly menus along with Elysian's proposed 21 day cycle menu?		
8. Have you included a client reference list?		
9. Have you provided a transition plan for commencement of operations?		
10. Did you correctly address the envelope? (Page 1 Item #2)		
11. Have you allowed ample time for the bid to reach the Business Office?		