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TOWN CLERK
GUTTENBERG, NJ

2016

SUMMER FOOD SERVICE PROGRAM

NOTICE TO BIDDERS

The Town of Guttenberg, an approved sponsor in the State of New Jersey invites the submission of sealed bids for prepackaged meals meeting program requirements as described in the bid specifications and contract. Bids containing dual prices for one meal type that are tied to a sponsor's ultimate level of meal service will be rejected.

Contractors submitting bids must be registered in the State of New Jersey to participate in the 2016 Program. These meals are to be served to children in the Summer Food Service Program. Delivery is to be made as per bid specifications and contract.

Specifications and contract may be obtained from the Town Administrator, Michael Caliguiro as of **May 9, 2016** from 6808 Park Avenue, Guttenberg, NJ 07093. Sealed bids clearly marked on the outside envelope, "Summer Food Service Program Bid," along with a sample lunch are to be received by **May 23, 2016 at 10:00 am** at Town Hall 6808 Park Avenue, Guttenberg, NJ 07093.

****BOND REQUIREMENTS****

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

JJ: 5.5.16--#2-Amended

NBR: 5.13.16--#2-Amended

MH
Still Approved

SUMMER FOOD SERVICE PROGRAM INVITATION FOR BID AND CONTRACT

This document contains an invitation to food service management companies to bid for the furnishing of unitized meals to be served to children participating in the Summer Food Service Program (SFSP) authorized by Section 13 of the National School Lunch Act and operated under Part 225 of the United States Department of Agriculture (USDA) regulations. This document sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance it shall constitute the contract between the bidder and the sponsor named below.

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SPONSOR		BID OPENING		
NAME TOWN OF GUTTENBERG		BID ISSUE DATE 05/09/2016	BID NUMBER	
AGREEMENT # 09-0710		DATE 05/23/2016		
ADDRESS (Include City, State, Zip Code) 6808 PARK AVENUE GUTTENBERG, NJ 07093		TIME 10:00 AM		
CONTACT NAME MICHAEL CALIGUIRO		LOCATION 6808 PARK AVENUE GUTTENBERG, NJ 07093		
TELEPHONE NUMBER 201-868-2315 EXT 113		TELEPHONE NUMBER 201-868-2315 EXT. 113		
BIDDER				
NAME		SIGNATURE (In ink)		
STREET ADDRESS (Include City, State, Zip Code)		NAME (Print or Type)		
TELEPHONE NUMBER		TITLE		
		DATE		
SECTION A - UNIT PRICE SCHEDULE/CONTRACT DATES				
COMMENCEMENT DATE 6/27/16		EXPIRATION DATE 8/5/16		
MEAL TYPE	ESTIMATED NUMBER OF SERVINGS (MEALS) PER DAY	ESTIMATED NUMBER OF SERVING DAYS	UNIT PRICE	ESTIMATED TOTAL PER MEAL
LUNCH	150	29		
			Estimated Total	\$
MEAL TYPE	ESTIMATED NUMBER OF SERVINGS (MEALS) PER DAY	ESTIMATED NUMBER OF SERVING DAYS	UNIT PRICE	ESTIMATED TOTAL PER MEAL
P.M. SNACK	150	29		
			Estimated Total	\$
TOTAL ESTIMATED AMOUNT OF BID (TO BE INSERTED BY THE BIDDER)				\$
Prompt Payment Discount (To be inserted by bidder)		% for payment within days		
BID BOND PERCENTAGE REQUIRED (Sponsor shall insert appropriate percentage from 5% to 10%).		PERFORMANCE BOND PERCENTAGE REQUIRED (Sponsor shall insert appropriate percentage from 10% to 25%).		
Bid Bond 10 %		Performance Bond %		
ACCEPTANCE				
Sponsor and Contractor agree to abide by all provisions, specifications and stipulations in the attached Contract, its Attachments A, B, C, D, E and F and the Bidding Requirements and Specifications which are expressly made part of this Contract.				
CONTRACT NUMBER		NAME (Print)		
SPONSOR SIGNATURE		TITLE	DATE	

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

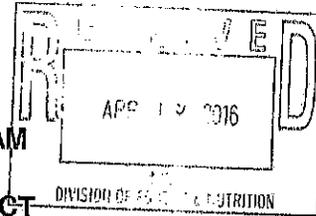
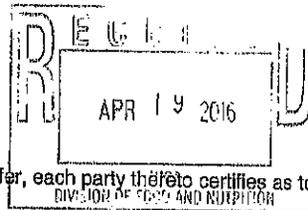


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Attachments

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



SECTION B - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

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

Signature of Bidder's Authorized Representative

Title

Date

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

Signature of Authorized Sponsor Representative

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

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

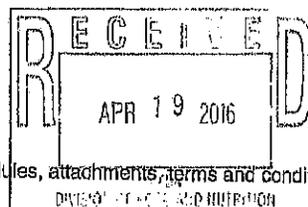
SECTION C - INSTRUCTIONS TO BIDDERS

1. Definition

As used herein:

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

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



2. Submission of Bids

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

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

3. Explanation to Bidders

Any explanation desired by a bidder regarding the meaning or interpretation of the IFB specifications, etc., must be requested in writing prior to bid opening and with sufficient time allowed for a reply to reach all bidders before bid opening. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an IFB will be furnished to all prospective bidders as an amendment of the IFB, if such information is necessary to bidders in submitting bids on the IFB, or if the lack of such information would be prejudicial to uninformed bidders.

4. Bidders Having Interest in More Than One Bid

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

5. Time for Receiving Bids

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

6. Errors in Bids

Bidders or their authorized representatives are expected to inform themselves as to all conditions, requirements and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error. Neither law nor regulations make allowance for error either of omission or commission on the part of the bidders. In the case of error in extension of prices in the bid, the unit price shall govern.

7. Evaluation of Bidders/Award of Contract

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

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

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

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

SECTION D - SCOPE OF SERVICES

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

SECTION E - UNIT PRICE SCHEDULE INSTRUCTIONS

1. Instructions for Unit Price Schedule - Section A
 - A. Sponsor shall enter the first and last required delivery dates for meal service under Contract Dates (Commencement/Expiration).
 - B. Bidder shall submit prices on the listed meal types based on the cycle menus set forth in Schedule C in the estimated quantities to be delivered to all of the sites stated in Schedule A. As an example:

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

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

5. Meal Orders

Sponsor will order meals on Monday of the week preceding the week of delivery; orders will be placed for the total number of operating days in the succeeding week, and will include breakdown totals for each site and each type of meal.

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

6. Meal-Cycle Change Procedures

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

7. Noncompliance

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

The SFSP regulations provide that statistical sampling methods may be used to disallow payments for meals which are not served in compliance with program regulations. In the event that disallowances are made on the basis of statistical sampling, the sponsor and the contractor will be notified in writing by the administering agency as to the number of meals disallowed, the reasons for disallowance, and the methodology of the statistical sampling procedures employed.

SECTION F - GENERAL CONDITIONS1. Supervisions and Inspection of Facility

- A. The contractor shall provide management supervision at all times and maintain constant quality control to check for portion size, appearance and packaging, in addition to be quality of products.
- B. The contractor hereby agrees to supervise at its places of business the preparation and assembly of meals and to conduct quality control inspections to check portions, size and appearance of packaging as well as quality of product. Contractor recognizes right of representative of sponsor, New Jersey Department of Agriculture and/or representatives of the United States Department of Agriculture to inspect contractor's food service facilities at any time during contract period. Such inspection may proceed with or without notice to contractor.
- C. The contractor shall provide for meals which it prepares to be inspected periodically by the local health department or an independent agency to determine bacterial levels in the meals being served and for the results of the inspections to be submitted promptly to the sponsor and the state agency. Bacteria levels found shall conform to the standards which are applied by the local health authority with respect to the level of bacteria which may be present in meals served by other establishments in the locality.

2. Record Keeping

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

3. Method of Payment

- A. The contractor shall submit its itemized invoices to the sponsor weekly in compliance with Section 225.6(h)(2) (iv) of the SFSP regulations. Each invoice shall give a detailed breakdown of the number of meals delivered at each site during the preceding period. No payment shall be made unless the required delivery receipts have been signed by the site representative of the sponsor.
- B. The contractor shall be paid by the sponsor for all meals delivered in accordance with this contract and SFSP regulations. However, neither the USDA nor the state agency assumes any liability for payment of differences between the number of meals delivered by the contractor and the number of meals served by the sponsor that are eligible for reimbursement.

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

The contractor shall provide the sponsor with a performance bond in the amount specified on page 1. The bond shall be executed by the contractor and a licensed surety company listed in the current U.S. Department of Treasury Circular 570. The bond shall be furnished not later than ten days following award of the contract. Upon satisfactory performance of contractor's contractual obligations and at the expiration of the contract term, contract shall be entitled to cancellation of performance bond.

5. Insurance

The contractor shall procure and maintain the following insurance.

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

6. Availability of Funds

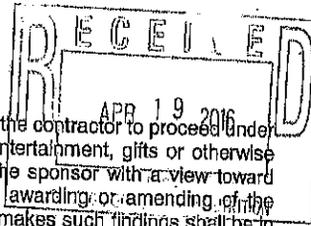
The sponsor reserves the right to cancel this contract if the federal funding to support the SFSP is withdrawn. It is further understood that in the event of cancellation of the contract, the sponsor shall be responsible for meals that have already been assembled and delivered in accordance with this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

7. Emergencies

- A. In the event of unforeseen emergency circumstances, the contractor shall immediately notify the sponsor by telephone or fax of the following: (1) the impossibility of on-time delivery; (2) the circumstances precluding delivery; and (3) a statement of whether or not succeeding deliveries will be affected. No payments will be made for deliveries made later than two hours after specified meal time began (lunch) and one hour after specified meal service time began for breakfast and supplement.
- B. Emergency circumstances at the site precluding utilization of meals are the concern of the sponsor. The sponsor may cancel orders provided the contractor is contacted by 7:00 a.m. on the day of delivery or in the time to "hold" or "recall" delivery if mutually agreed upon between the parties to this contract.
- C. Adjustments for emergency situations that affect the contractor's ability to deliver meals, or sponsor's ability to utilize meals, for periods longer than 24 hours will be mutually worked out between the contractor and sponsor.

8. Termination

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



- B. The sponsor may, by written notice to the contractor, terminate the right of the contractor to proceed under this contract, if it is found by the sponsor that gratuities in the form of entertainment, gifts or otherwise were offered or given by the contractor to any officer or employees of the sponsor with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the sponsor makes such findings shall be in issue and may be reviewed in any competent court.
- C. In the event this contract is terminated as provided in paragraph (B) hereof, the sponsor shall be entitled (i) to pursue the same remedies against the contractor it could pursue in the event of breach of the contract by the contractor, and (ii) to a penalty in addition to any other damages in an amount which shall not be less than three nor more than ten times the costs incurred by the contractor in providing any such gratuities to any such officer or employee.
- D. The rights and remedies of the sponsor provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- E. This contract is expressly made contingent upon adequate funding from federal, state and local sources. In the event adequate funding is not available and sponsor is unable to satisfy its financial obligation hereunder, sponsor shall have the option to terminate this contract upon five days written notice to contractor. If contract is terminated in this manner, sponsor shall be released from liability for food ordered by contractor but shall remain liable for food prepared for delivery by contractor before notice is given.
- F. Should contractor default in timely or adequate performance of any of its obligations hereunder sponsors may, upon notice to contractor and state agency, utilize program payments to satisfy the debts or obligation owed sponsor by contractor.
- G. Sponsor and contractor agree that sponsor may cancel contract within 72 hours notice to the contractor and with approval of the state agency for any one or more of the following documented reasons.
- 1) Sponsor disallows 5 percent of all meals delivered in one week or 10 percent of any meal type for one week.
 - 2) Contractor fails to deliver any one meal type on any day without sufficient justification.
 - 3) Ten percent (10%) of a sponsor's sites under this contract, over a one-week period, received meal delivery outside of the approved time.
 - 4) Five percent (5%) of the meals delivered over a one-week period, under this contract, did not follow the approved menu cycle (Schedule C).
 - 5) Any part of this contract was assigned or subcontracted to another company for the preparation of the meals.
- H. Contractor may cancel this contract for the following documented reason:
- An excess of five percent (5%) of the meals delivered under this contract, over a one-week period were disallowed by the state agency, and are attributed to sponsor's failure to meet its responsibilities under this contract or agreement with the state agency.
9. Subcontracts and Assignments
- A. The contractor shall not subcontract for the total meal, or for the assembly of the meal; and shall not assign, without the advance written consent of the sponsor, this contract or any interest therein.
 - B. In the event of any assignment, the contractor shall remain liable to the sponsor as principal for the performance of all obligations under this contract.
 - C. Contractors which prepare and assemble frozen meals designed to be served hot may, with the approval of the state agency, subcontract for the heating and delivery of pre-packaged meals for hot service. The heating and delivery must be performed by the same subcontractor.
10. Specifications
- A. Packaging
 - 1) Hot Meal Unit - Package suitable for maintaining meals in accordance with local health standards. Container and overlay should have an airtight closure, be of non-toxic material, and be capable of withstanding temperatures of 400 degrees (204 degrees Celsius) or higher.
 - 2) Cold Meal Unit (or Unnecessary to Heat) - container and overlay to be plastic or paper and non-toxic.
 - 3) Sandwich is to be individually wrapped in addition to the overlay on the container.
 - 4) Cartons - Each carton to be labeled. Label to include:

- A) Processor's name and address (plant)
 - B) Item identity, meal type
 - C) Date of production
 - D) Quantity of individual units per carton
- 5) Meals shall be delivered with appropriate nonfood items: condiments, straws for milk, napkins, single service ware etc. Sponsors shall insert the types of condiments that are necessary for the meals on Schedule C.
 - 6) Individual containers shall be delivered in cartons constructed to prevent damage to the containers inside. An equal number of containers must be in each carton, except one, which may have fewer to allow for the exact number of meals ordered.
 - 7) The sponsor may require that contractor provide means for maintaining adequate temperatures of meals after delivery for a period that covers said meal service (i.e. two hours for lunch, one hour for all other meal types).
 - 8) All containers shall have, on file, the name of the supplier, the telephone number, and a product label specifying ingredients for any food product utilized for meals under this contract. The contractor shall be able to immediately supply this information to the sponsor, state agency or health department for any meal served at any site listed on Schedule A.
 - 9) All components of a cold meal shall be utilized in a container before delivery to a site. Container and overlay shall be plastic, paper, non-toxic metallic or biodegradable material. Milk and/or juice may be enclosed in the utilized container.
 - 10) All components of a hot meal shall be utilized on one or two containers before delivery to site. If two containers are used, one will store the hot and one the cold portions of the meal. Container and overlay should be an in tight closure and shall be aluminized or non-toxic metallic or biodegradable nonflammable material. Milk may be enclosed in the cold portion container.
 - 11) Containers shall be sufficient strength to prevent crushing of food and shall package the meals so that they are completely unexposed to the elements.

B. Delivery

- 1) Meals are to be delivered daily, unloaded and placed in the designated location by the contractor's personnel at each site and serving time listed on Schedule A.
- 2) The contractor shall be responsible for delivery of meals at the specified time. Adequate refrigeration or heating shall be provided during delivery of all food to ensure that wholesomeness of food at delivery in accordance with state or local health codes.
- 3) The sponsor reserves the right to add or delete food service sites by amendment on the initial list of approved sites in Schedule A and make changes in the approved level for the maximum number of meals which may be served under the program at each site (established under Section 225.6(d)(2) of SFSP regulations). The sponsor shall notify contractor by providing an amendment to Schedule A of all sites which are approved, canceled or terminated subsequent to acceptance of this contract and of any change in the approved level of meal service for a site. Such amendments shall be provided within 48 hours or less.
- 4) The delivery of more than one meal type per day at any site shall be made separately within one hour of the beginning of meal service for lunch and within one-half hour of the beginning of meal service for breakfast or supplement and in accordance with the serving time schedule (Schedule A). Where holding facilities have been approved by state agency, contractor can deliver two meal types together according to the meal service time for early meals. Where emergency affects the ability of contractor to deliver meals separately or sponsor to utilize meals delivered separately, each situation is to be resolved by mutual agreement of contractor, sponsor and state agency.
- 5) The contractor must provide exactly the number of meals ordered. Counts of meals will be made by the sponsor at all sites before meals are accepted. Damaged or incomplete meals will not be included when the number of reimbursable meals is determined.
- 6) The contractor shall provide sponsor with a separate listing of sites to be serviced by each truck used for delivery one week prior to the first day of meal service.
- 7) Hot and cold portions of meals must be delivered at the same time.
- 8) Cold meals shall be delivered at the site at a maximum temperature of 45 degrees Fahrenheit but shall not have a temperature of less than 32 degrees Fahrenheit at scheduled time for meal service.
- 9) The vehicle and/or carton utilized to deliver cold meals shall have the capability of keeping the product below 45 degrees Fahrenheit until time of site delivery.

- 10) Hot meals shall be delivered at the site at a temperature of at least 140 degrees Fahrenheit but shall not exceed 160 degrees Fahrenheit at scheduled time for meal service.
- 11) The vehicle or carton utilized to deliver hot meals shall have the capability of keeping the product above 140 degrees Fahrenheit until time of site delivery.

C. Food Preparation

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

D. Food Specifications

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

SECTION G – GENERAL PROVISIONS

1. Equal Employment Opportunity

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

2. Contract Work Hours and Safety Standards Act

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

3. Environmental Protection / Energy Conservation

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

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

4. Byrd Anti-Lobbying Amendment

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

SUMMER FOOD SERVICE PROGRAM

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

BREAKFAST

FLUID MILK - 8 ounces

VEGETABLE AND FRUITS - Vegetables and/or fruits - ½ cup, or full-strength vegetable or fruit juice - ½ cup/4 ounces, or an equivalent quantity of any combination of vegetable(s), fruit(s) and juice.

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

BREAD - whole-grain or enriched - 1 slice

BREAD ALTERNATES - whole-grain or enriched

- cornbread, biscuits, rolls, muffins, etc. - 1 serving
- cooked pasta or noodle products - ½ cup
- cooked cereal grains, such as rice, corn grits or bulgar - ½ cup

CEREAL - whole-grain, enriched or fortified

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

(OPTIONAL) MEAT AND/OR MEAT ALTERNATE

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

- cooked lean meat, poultry or fish - 1 ounce, edible portion
- cheese - 1 ounce
- eggs - ½ large egg
- cooked dry beans or peas - ¼ cup
- peanut butter - 2 tablespoons
- yogurt - plain or flavored, sweetened or unsweetened - 4 ounces = 1 ounce meat alternate

LUNCH OR SUPPER

FLUID MILK - 8 ounces

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

- cooked lean meat, poultry or fish - 2 ounces, edible portion
- cheese - 2 ounces
- eggs - 1 large egg
- cooked dry beans or peas - ½ cup

- peanut butter, soynut or other nuts or seed butters - 4 tablespoons

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

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

VEGETABLE AND FRUITS

- Vegetables or fruits - ¾ cup of two or more vegetables or fruits

- Full-strength vegetable or fruit juice – 3/8 cup minimum can be counted towards meeting this requirement

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

BREAD - whole-grain or enriched - 1 slice

BREAD ALTERNATES - whole-grain or enriched

- cornbread, biscuits, rolls, muffins, etc. - 1 serving

- cooked pasta or noodle products - 1/2 cup
- cooked cereal grains, such as rice, corn grits or bulgar - 1/2 cup

CEREAL - whole-grain, enriched or fortified

- cooked cereal - 1/2 cup
- cold dry cereal - 3/4 cup/1 ounce whichever is less

SUPPLEMENT (SNACK)

Any two of the following four groups:

- 1) **FLUID MILK** - 8 ounces
- 2) **VEGETABLE OR FRUIT** – 1/2 cup
- 3) **MEAT AND/OR MEAT ALTERNATE** (one of the following or combination to give equivalent quantities):
 - cooked lean meat, poultry or fish - 1 ounce, edible portion
 - cheese – 1 ounce
 - egg – 1/2 large egg
 - cooked dry beans or peas - 1/4 cup
 - peanut, soynut or other nuts or seed butters - 2 tablespoons
 - peanut, soynut or tree nuts or seeds - 1 ounce = 50 percent of requirement
 - yogurt – plain or flavored, sweetened or unsweetened – 4 ounces = 1 ounce meat alternate

Juice cannot be served if milk is the only other component

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

BREAD - whole-grain or enriched - 1 slice

BREAD ALTERNATES - whole-grain or enriched - 1 slice

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

CEREAL - whole grain, enriched or fortified

- cooked cereal - 1/2 cup
- cold dry cereal - 3/4 cup 1 ounce whichever is less

FRUIT AND JUICE

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

NUTS AND SEEDS

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

EXTRAS

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

SPONSOR TOWN OF GUTTENBERG
 Agreement # 09-0710
 Telephone 201-468-2315 EXT. 113

NEW JERSEY DEPARTMENT OF AGRICULTURE
 DIVISION OF FOOD & NUTRITION
 SUMMER FOOD SERVICE PROGRAM
 PO BOX 134
 TRENTON, NJ, 08625-0334

STATE AGENCY USE ONLY:
 Approved by V. J. J. J. Date 5/3/16
 Expiration Date 4/15/17
 MO/DAY/YR

WEEK 1 2

TEN DAY MENU PLANNER

REQUIRED COMPONENTS	DAY 1		DAY 2		DAY 3		DAY 4		DAY 5	
	Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size
1. Juice or Fruit or Vegetable (2)		1/2c		1/2c		1/2c		1/2c		1/2c
2. Bread or Bread Alternate (3)		1 SERV.		1 SERV.		1 SERV.		1 SERV.		1 SERV.
3. MILK		8 OZS.		8 OZS.		8 OZS.		8 OZS.		8 OZS.
1. Milk		8 OZS.		8 OZS.		8 OZS.		8 OZS.		8 OZS.
2. Juice or Fruit or Vegetable (2)		3/4c		3/4c		3/4c		3/4c		3/4c
3. Bread or Bread Alternate (3)		1 SERV.		1 SERV.		1 SERV.		1 SERV.		1 SERV.
4. Meat or Meat Alternate (1)		1 OZ.		1 OZ.		1 OZ.		1 OZ.		1 OZ.
1. Meat or Meat Alternate (1)	BEF BOLONNA	2 OZS.	CHICKEN TENDERS	2 OZS.	TURKEY HAM	2 OZS.	TURKEY BREAST	2 OZS.	MOZZARELLA CHEESE PIZZA	2 OZS.
2. Juice or Fruit or Vegetable (2)	ORANGE JUICE	1/2c	PEAR JUICE	1/2c	PINEAPPLE JUICE	1/2c	ORANGE JUICE	1/2c	PEAR JUICE	1/2c
3. Fruit or Vegetable	GRAPE	1/4c	PLUM	1/4c	BAWANA	1/4c	GRAPE	1/4c	PLUM	1/4c
4. Bread or Bread Alternate (3)	ENRICHED HOAGIE ROLL	1 SERV.	WHOLE WHEAT HARD ROLL	1 SERV.	PIZZA CRUST	1 SERV.	ENRICHED HOAGIE ROLL	1 SERV.	WHOLE WHEAT HARD ROLL	1 SERV.
5. Milk	CHOCOLATE MILK	8 OZS.	2% MILK	8 OZS.	CHOCOLATE MILK	8 OZS.	2% MILK	8 OZS.	CHOCOLATE MILK	8 OZS.
1. Milk		8 OZS.		8 OZS.		8 OZS.		8 OZS.		8 OZS.
2. Juice or Fruit or Vegetable (2)	APPLE JUICE	3/4c	GRAPE JUICE	3/4c	ORANGE JUICE	3/4c	APPLE JUICE	3/4c	PINEAPPLE JUICE	3/4c
3. Bread or Bread Alternate (3)	BLEBERRY MUFFIN	1 SERV.	GRAIN CRACKERS	1 SERV.	BAIN BREAD	1 SERV.	CHEESE W/ WHOLE WHEAT CRACKERS	1 SERV.	ENRICHED GRAHAM	1 SERV.
4. Meat or Meat Alternate (1)		1 OZ.		1 OZ.		1 OZ.		1 OZ.		1 OZ.
1. Meat or Meat Alternate (1)		2 OZS.		2 OZS.		2 OZS.		2 OZS.		2 OZS.
2. Juice or Fruit or Vegetable (2)		1/2c		1/2c		1/2c		1/2c		1/2c
3. Fruit or Vegetable		1/4c		1/4c		1/4c		1/4c		1/4c
4. Bread or Bread Alternate (3)		1 SERV.		1 SERV.		1 SERV.		1 SERV.		1 SERV.
5. Milk		8 OZS.		8 OZS.		8 OZS.		8 OZS.		8 OZS.

PLEASE REFER TO SCHEDULE B OF THE AGREEMENT AND THE SFSP NUTRITION GUIDANCE FOR SPONSORS FOR PORTION REQUIREMENT
 * CHOOSE 3 COMPONENTS FOR SNACK / JUICE CANNOT BE SERVED IF MILK IS THE ONLY OTHER COMPONENT

(1) Cold cal means with high water content, 16 "Solid" - Turkey Roll must = 2.5 ozs.
 (2) Peanut butter must = 4 (tablespoon).
 (3) Sandwiches require 2 servings of bread.
 (4) Cold dry cereal must = 3/4 cup.
 (5) Hot cereal must = 1/2 cup.

SUMMER FOOD SERVICE PROGRAM

SCHEDULE C

Attach Copy of Completed Schedule C – Menu

FRUIT, VEGETABLE AND JUICE

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

Schedule D

FOOD PRODUCT SPECIFICATIONS SUMMER FOOD SERVICE PROGRAM

Attached are food product quality specifications and food packaging and delivery specifications which are to be used in conjunction with menus prepared for vended programs participating in the Summer Food Service Program.

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

Where applicable, reference is also made to either USDA, F.D.A. Standards of Identity or N.J. State Sanitary Code - Chapter XII Sanitation in Retail Food Establishments and Food and Beverage Vending Machines. Also, all meat and poultry products used must be produced in plants with USDA Meat and Poultry Inspection Service.

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

BREAD/BREAD ALTERNATE AND CEREAL SPECIFICATIONS

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

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

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

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

Rye Bread - 2 slices - whole-grain or enriched bread. Each slice weighs at least 25 grams or 0.9 ounces, and contains approximately 35 percent moisture.

Cinnamon Roll - Made of whole-grain or enriched flour or meal. This product will meet the "Standards of Identity" as defined by the Food and Drug Administration, DHWE, as indicated in the Code of Federal Regulations, Title 21, Part 17. Weigh at least 25 grams or 0.9 ounces, and contain approximately 35 percent moisture.

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

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

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

White Bread (enriched) 2 slices - Made of flour, shortening, sugar, yeast, salt and water. Contain 62 percent total solids. "Enriched bread" must contain thiamin, riboflavin, niacin and iron. This product will meet the "Standards of Identity" as defined by the Food and Drug Administration, DHWE, Code of Federal Regulations, Title 21, Part 17. Each slice weighs at least 25 grams or 0.9 ounces and contain approximately 35 percent moisture.

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

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

Peanut Butter Cookie* - Minimum of 35 grams (1-1/4 ounces). Predominant ingredient must be whole-grain or enriched meal or flour. Provide the nutrient content equivalent to iron, thiamin, riboflavin, and niacin present in a 25 grams serving of enriched white bread.

Hamburger Buns (Sesame Seed Buns) Bun - Rolls are made from the specific yeast dough of the breads described on page 31. Optional ingredients may be added. This product will meet the "Standards of Identity" as defined by the Food and Drug Administration, DHEW, as indicated in the Federal Code of Regulations, Title 21, Part 17. Weigh 40 grams or 1.4 ounces containing approximately 35 percent moisture.

Hard Rolls and Dinner Rolls (Soft) Roll - Must be made of whole-grain or enriched flour or meal. This product will meet the "Standards of Identity" as defined by the Food and Drug Administration, DHEW, as indicated in Code of Federal Regulations, Title 21, Part 17. Should have a minimum weight of 40 grams or 1.4 ounces and contain approximately 35 percent moisture.

Dessert Cookies* - (This refers only to the cookies included on the Lunch/Supper Menus) Minimum serving of 14 grams or 1/2 ounce. Must be made from enriched or whole-grain flour or meal or cereals.

**Note: You cannot serve cookies as a bread alternate at breakfast, lunch, or supper. You may serve cookies as a bread alternate in the snack if the primary ingredient is a whole-grain enriched flour or meal and the minimum weight of a serving is 1-1/4 ounces (35 grams). USDA recommends that cookies as a bread be served as part of a snack no more than twice a week.*

FRUIT/VEGETABLE SPECIFICATIONS

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

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

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

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

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

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

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

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

Nectarine - 2 to 2-1/8 inches to diameter. One nectarine equals 1/2 cup serving (medium).

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

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

Bright, typical color. Free from apple pulp, seeds or other sediments.

Orange - One orange equals ½ cup serving (medium).

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

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

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

Apricots - Two apricots equal ½ cup serving.

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

Raisins - Seedless, U.S. Grade A, small. Bulk 2-2/3 ounces = ½ cup, individual packages, 1 ½ ounce = ¼ cup fruit.

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

Tomato Slices - 6 X 7 size. Slice in ¼ inch slices. Two slices = ¼ cup.

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

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

Lettuce, Head - One piece = ¼ cup.

Lettuce, Leaf - One large leaf = ¼ cup.

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

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

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

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

Banana, petite - One banana equals ½ cup serving. Each banana approximately ¼ lb.

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

Purple Plum - Two plums equal ½ cup serving.

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

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

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

Peach - 2-1/8 inches diameter. One peach equals ½ cup (medium).

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

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

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

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

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

Tangerine - 2-3/8 inches in diameter. One tangerine equals 1/2 cup (medium).

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

Grapes - Seedless, 18 grapes equals 1/2 cup, with seeds 12 grapes = 1/2 cup.

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

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

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

Watermelon - Approximately 27 lbs. each. 1/64 wedge = 1/2 cup.

MEAT/MEAT ALTERNATE SPECIFICATIONS

1. **Meat Alternates**

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

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

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

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

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

2. **Poultry Items**

Fried Chicken - 2 ounces (edible) cooked meat equals one serving. Cooked, frozen U.S. Grade A chicken, the batter/breading shall consist of a flour type base with other

ingredients as needed to produce a desirable texture, flavor, and color. The finished product should be uniformly covered with batter and breading and have a uniform brown color, free from burnt areas. Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 381.166.

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

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

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

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

3. **Meat Items**

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

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

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

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

Boiled Ham, Cured, Boneless - 1.2 ounces unheated meal equals 1 ounce lean meat. Selection No. 1 or Selection No. 2. The skinless, completely boneless, cured and smoked, fully cooked ham, must be prepared from the regular short shank ham. The cured pork must be derived from sound, well-trimmed wholesale market and fabricated

cuts. Product must be processed in a plant operating under USDA's Meat Inspection Service. Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 319.104.

4. **Fish Items**

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

SPECIFICATION - OTHER PRODUCTS

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

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

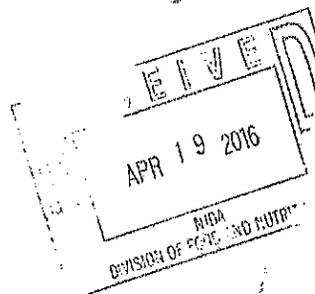
Margarine, Fortified - Product must conform to Standards of Identity, Code of Federal Regulations, Title (Food and Drug Administration) Part 45.1.

Yogurt - Plain, sweetened or flavored.

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

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

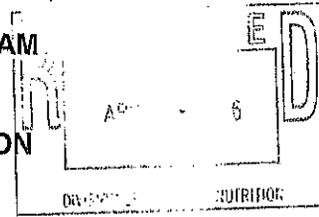
CMW/SFSP2/nc/Sched-D1



SCHEDULE E

SUMMER FOOD SERVICE PROGRAM

TRANSPORTATION CERTIFICATION



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

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

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

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

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

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

Certification

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

Signature of Bidder

Date

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

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion - Lower Tier Covered Transactions**

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

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

FSMC/VENDOR Name

Name and Title of Authorized FSMC/VENDOR Representative

_____ <i>FSMC/VENDOR Signature</i>	_____ <i>Date</i>
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INSTRUCTIONS FOR DEBARMENT CERTIFICATION

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