

**LAKEWOOD BOARD OF EDUCATION  
LAKEWOOD, NEW JERSEY 08701**

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**Goods and Services Bid**  
**Bid Specifications & General Requirements**

**KOSHER VENDED MEALS**

**Bid No: 05-2324**

**Thursday, June 15, 2023**

Bid Opening Date

**11:00 a.m.**

Bid Opening Time

**Kevin Campbell**

Assistant School Business Administrator/Board Secretary

**Federal Funds**

**Federal Funds**

**LAKEWOOD BOARD OF EDUCATION  
LAKEWOOD, NEW JERSEY 08701**

**Federal Funds**

**REQUEST FOR BIDS**

**Federal Funds**

**COMMERCIAL VENDOR IFB ADVERTISEMENT**

The Lakewood Board of Education is currently requesting bids for the 2023-2024 school year for the delivery and receipt of Kosher vended meals for the school food service programs.

The Commercial Vendor will provide Kosher meals/documents according to USDA meal patterns, regulations, and guidelines as well as the New Jersey Department of Agriculture policies and guidelines.

Specifications can be obtained from, and bids submitted to:

Name of SFA: Lakewood Board of Education  
Name of SFA Contact Person: Diane Piasentini, QPA  
Email Address: [dpiasentini@lakewoodpiners.org](mailto:dpiasentini@lakewoodpiners.org)

School Address:

Street Address: 200 Ramsey Ave  
City: Lakewood State: New Jersey Zip: 08701

All bids must be submitted no later than

**Date: June 15, 2023**

**Time: 11:00 A.M.**

All bids must be delivered in a sealed envelope and be clearly marked  
"Commercial Vended Meals Bid"

The Lakewood Board of Education reserves the right to accept or reject any and /or all bids or accept the bid that it finds, in its sole discretion, to be the most advantageous to the SFA.

**PUBLIC NOTICE: PROCURING GOODS AND SERVICES FINANCED WITH FEDERAL FUNDS**

The Lakewood Board of Education hereby provides public notice that federal funds will be used to procure the goods/services as outlined in the bid specifications. The percentage of the cost of the goods/services are outlined below:

| <b>Federal Program</b>        | <b>Percentage of the Total Cost of Bid</b> |
|-------------------------------|--------------------------------------------|
| National School Lunch Program | One Hundred Percent (100%)                 |

The dollar amount of Federal Funds to be used for this contract is estimated to be **\$455,000.**

**Kevin Campbell**  
**Assistant School Business Administrator/Board Secretary**

## **Standards of Conduct; Conflicts of Interests**

### **Ethics in Purchasing**

The LAKEWOOD BOARD OF EDUCATION, pursuant to Federal Regulation 2 CFR 200.318 (c) (1), hereby establishes the following Standard of Conduct; Conflict of Interests in the selection, award and administration of contracts using federal funds.

#### **Conflict of Interest**

No employee, officer, or agent of the District may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

#### **Financial Interest; Involvement in Contracts**

No person officially connected or employed with, the Board shall be an agent for, or be in any way pecuniarily or beneficially interested in, or receive any compensation or reward of any kind for, the sale of any textbooks, school apparatus or supplies of any kind, for use in the school district with which he is connected or by which he is employed or within the state or part thereof over which his jurisdiction extends, upon penalty of removal from office or of revocation of his certificate to teach or to administer, direct or supervise the teaching, instruction or educational guidance of pupils in the public schools, but the prohibition of this section shall not prevent any person from receiving royalties upon the sale of any textbook of which he is the author. N.J.S.A. 18A:6-8

No school official shall act in his official capacity in any matter where he, a member of his immediate family, or a business organization in which he has an interest, has a direct or indirect financial involvement that might reasonably be expected to impair his objectivity or independence of judgment.

No school official shall act in his official capacity in any matter where he or a member of his immediate family has a personal involvement that is or creates some benefit to the school official or member of his immediate family. N.J.S.A. 18A:12-24 (c)

#### **Solicitation/Receipt/Acceptance of Gifts and Gratuities from Contractors**

The officers, employees, and agents of the Board may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Board members, school officials and employees, or members of their immediate family are prohibited from soliciting, receiving or agreeing to receive any compensation, reward, employment, gift, meal, honorarium, travel, reimbursement, favor, loan, service, or other things of value from any person, firm, corporation, partnership, or business that is a recipient of a purchase order from the district, or a potential bidder, or an applicant for any contract with the district, based upon an understanding that what is solicited or offered was for the purpose of influencing the board member or school employee in the discharge of their official duties. N.J.S.A. 18A:12-24 (e).

**Contractor/Vendor Responsibility – Doing Business with the Board of Education**

Any vendor doing business or proposing to do business with the Board, shall neither pay, offer to pay, either directly or indirectly, any fee, commission, or compensation, nor offer any gift, gratuity, or other things of value of any kind to any official or employee of the Board or to any member of the official's or employee's immediate family. No vendor shall cause to influence or attempt to cause to influence, any official or employee of the Board, in any manner which might tend to impair the objectivity or independence of judgment of said official or employee.

**Disciplinary Actions for Violations of Standards**

Officers, employees and agents of the Board who violate the standards of conduct, shall be subject to administrative disciplinary actions which may lead to suspension of employment; removal of office and revocation of his certificate to teach or administer in the State of New Jersey.

**Disclosure of Fraudulent Activities**

The Board of Education will disclose all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award pursuant to Uniform Grant Guidance, 2 CFR 200.113. Such disclosures must occur in a timely manner and be submitted in writing to the United States Department of Education or the New Jersey Department of Education.

## LAKEWOOD BOARD OF EDUCATION

### BID CHECKLIST

#### A. Documents to be Returned with Bid

1. Acknowledgement of Addenda
2. Affirmative Action Questionnaire or Certificate of Employee Information Report stapled to Questionnaire
3. Assurance of Compliance
4. Bid Guarantee (Bid Bond, Cashier's Check, or Certified Check) *(Only if Required)*
5. Bid Proposal Form
6. Chapter 271 Political Contribution Disclosure Form
7. Contractor/Vendor Questionnaire / Certification
8. Non-Collusion Affidavit
9. Statement of Ownership
10. Certifications for Federal Contract Requirements.

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).

#### B. Reminder Checklist

As a courtesy, the Office of the School Business Administrator/Board Secretary 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.

| Item                                                                                                                                       | Yes | No |
|--------------------------------------------------------------------------------------------------------------------------------------------|-----|----|
| 1. Have you verified your pricing to ensure accuracy?                                                                                      |     |    |
| 2. Have you answered questions fully and accurately?                                                                                       |     |    |
| 3. Have you signed all your documents ( <b>blue ink</b> )? Facsimile, rubber-stamped, electronic or digital signatures are not acceptable. |     |    |
| 4. Have you prepared all documents for submission?                                                                                         |     |    |
| 5. Did you make a copy of the bid package for your records?                                                                                |     |    |
| 6. Did you submit a Bid Guarantee? Consent of Surety? (Only if required)                                                                   |     |    |
| 7. Did you correctly address the envelope?                                                                                                 |     |    |
| 8. Have you allowed ample time for the bid to reach the Business Office?                                                                   |     |    |

LAKEWOOD BOARD OF EDUCATION



# GENERAL SPECIFICATIONS



**Kevin Campbell**  
Assistant School Business Administrator/Board Secretary

## LAKEWOOD BOARD OF EDUCATION

### KOSHER VENDED MEALS

### INSTRUCTIONS TO BIDDERS

**BIDS ARE TO BE SUBMITTED TO:** **Kevin Campbell**  
Assistant School Business Administrator/Board Secretary  
Lakewood Board of Education  
200 Ramsey Avenue  
Lakewood, New Jersey 08701

**BY: 11:00 a.m. PREVAILING TIME ON:** **Thursday, June 15, 2023**

Bids may be submitted by mail, delivery service or in person. Bids are to be submitted in a sealed envelope and the bid envelopes will be unsealed and the contents announced at the bid opening meeting.

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

Title: KOSHER VENDED MEALS  
Bid Number: 05-2324  
Name and Address of the Bidder  
Bid Opening Date: **Thursday, June 15, 2023**  
Bid Opening Time: 11:00 a.m.

Failure to properly label the bid envelope may lead to the rejection of the bid.

#### **BID OPENING MEETING**

All bids will be publicly received and unsealed by the School Business Administrator/Board Secretary in the Board of Education, 200 Ramsey Avenue, Lakewood, New Jersey 08701 and read beginning at **11:00 a.m. on Thursday, June 15, 2023**. Bidders and/or their authorized agents, and the general public are invited to be present at the bid opening. It is the responsibility of each bidder to ensure that their bid is complete and presented to the School Business Administrator/Board Secretary prior to the advertised bid date and time. No bids shall be received or accepted by the Board after the advertised bid date and time. (N.J.S.A. 18A:18A:21 (b))

## 1. AFFIRMATIVE ACTION REQUIREMENTS

Each company shall submit to the Board after notification of award, but prior to execution of a goods and services contract, one of the following three documents:

- Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program;
- A certificate of Employee Information Report approval issued in accordance with N.J.A.C.17:27-4; or
- The successful bidder (respondent) shall complete an Employee Information Report, Form AA-302, and submit it to the Division of Purchase and Property Contract Compliance and Audit Unit with a check or money order for \$150.00 made payable to the Treasurer, State of NJ and forward a copy of the form and check/money order to the board of education. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations.

Please note: A completed and signed Affirmative Action Questionnaire is required with the submission of the bid/proposal. However, the Board will accept in place of the Questionnaire, Affirmative Action Evidence in the form of a current Certificate of Employee Information Report submitted with the bid/proposal.

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., and the terms and conditions of the Mandatory Equal Employment Opportunity Language—Exhibit A. Vendors and contractors are to adhere to the Requirement for Affirmative Action to Ensure Equal Employment Opportunity in Federal contracts pursuant to Executive Order 11246.

### Sample Certificate of Employee Information Report

Certification 111XX

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

**INITIAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-20XX to 15-DEC-20XX

**SAMPLE COMPANY, INC.**  
**33 WEST STATE STREET**  
**TRENTON, NJ 08625**

  
State Treasurer

**VOID**

All respondents are urged to submit with their response, a copy of their firm's Certificate of Employee Information Report. Failure to submit the Certificate of Employee Information Report or other Affirmative Action evidence prior to the execution of the contract will result in the rejection of the bid/proposal.

## **2. ALTERNATIVE DISPUTE RESOLUTION PROCESS**

All disputes relating to the performance of the contract shall be submitted first to non-binding mediation by a single mediator. The mediation shall be held at the Board of Education offices before a single mediator who is mutually acceptable to the parties. The parties shall share the mediator's fees equally. If the dispute is submitted for mediation, the neutral party must demonstrate knowledge of the Public School Contracts Law. The arbitration of claims is expressly excluded under this contract. These alternative dispute resolution practices required by this section shall not apply to disputes concerning the bid solicitation process or the formation of contracts. Nothing shall prevent either party from seeking injunctive or declaratory relief in court at any time.

## **3. 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. 5121 01 et seq.

## **4. AMERICAN GOODS (N.J.S.A. 18A:18A-20)**

The District intends to purchase, wherever available, and practical, goods and materials manufactured in the United States. Buy American—7 CFR 210.21 (d); 2 CFR 200.322 Domestic Preferences for Procurements.

## **5. ANTI-BULLYING BILL OF RIGHTS—REPORTING OF HARASSMENT, INTIMIDATION AND BULLYING— CONTRACTED SERVICE**

The contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. The district shall provide to the contracted service provider a copy of the board's Anti-Bullying Policy.

In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary.

## **6. ANTI-DISCRIMINATION PROVISIONS N.J.S.A. 10:2-1**

N.J.S.A. 10:2-1. Antidiscrimination provisions. Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

#### **7. BID GUARANTEE AND BONDING REQUIREMENTS N.J.S.A. 18A:18A-24; 2 CFR 200.325\***

Please note: The name, address, and phone number of the Bond Underwriter as well as the Bond Number shall be included with all bonds submitted to the Board of Education. \*When applicable.

##### **A. Bid Guarantee      ☒ REQUIRED      ☐ NOT REQUIRED**

When required, each bid shall be accompanied by a bid bond, cashiers or certified check for ten percent (10%) of the amount of the total contract, but not in excess of \$20,000. This guarantee shall be made payable to the Lakewood Board of Education. Such deposit shall be forfeited upon refusal of a bidder to execute a contract; otherwise, checks shall be returned when the contract is executed and the performance bond (if required) is filed with the Board of Education. The bid number assigned to this bid shall be included on the bid bond, cashiers or certified check. The bid security checks for unsuccessful bidders, if requested, will be returned as soon after the bid opening as possible but in no event later than (10) days after the bid opening.

*Please note: Uncertified business checks, personal checks or money orders are not acceptable.*

All bid bonds submitted must be signed and witnessed with original signatures. The Board will not accept facsimile or rubber stamp signatures on the bid bond. Failure to sign the bid bond by either the Surety or Principal shall be deemed cause for disqualification of the bid. The Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the Power of Attorney. The name, address and phone number of the Bond Underwriter as well as the Bond Number shall be included with all bonds submitted to the Board. The bid guarantee shall include the bid number or solicitation number assigned by the board of education.

The Board of Education will only accept bid bonds from companies that are licensed and qualified to do business in the State of New Jersey. Such a list (Approved Surety Companies) may be available upon request to the State of New Jersey, Department of Banking and Insurance, P.O. Box 325, Trenton, New Jersey 08625.

The Board **will not** accept a bid with multiple bid numbers listed on the bid bond.

***Failure to submit or sign a bid guarantee by either the Surety or Principal, and/or failure to submit the properly executed bid bond with the bid package shall be deemed cause for disqualification and rejection of the bid.***

**B. Certificate (Consent) of Surety**

☒ **REQUIRED**

☐ **NOT REQUIRED**

When required, each bidder shall submit with its bid, a certificate from a surety company stating that the surety company will provide the contractor with a performance bond in an amount equal to the amount of the contract (N.J.S.A. 18A:18A-25). Such a surety company must be licensed and qualified to do business in the State of New Jersey. The certificate (consent) of Surety, together with a power of attorney, must be submitted with the bid. ***Failure to submit or sign the Certificate (Consent) of Surety by either the Surety or Principal, and/or failure to submit the properly executed Certificate (Consent) of Surety with the bid package shall be deemed cause for disqualification and rejection of the bid.***

**C. Performance Bond**

☒ **REQUIRED**

☐ **NOT REQUIRED**

When required, the successful bidder shall furnish a Performance, Payment and Completion Bond in a sum of at least one hundred percent (100%) of the total amount payable by the terms of this Contract. Such written guarantee shall be made payable to the Lakewood Board of Education and shall be in the form required by Statute.

Such bond shall further carry a stipulation that no advance, premature, excessive or delayed payments by the Board shall in any way affect the obligation of the Surety on its bond.

Such bond shall further stipulate that no payments made to the Contractor, nor partial or entire use of occupancy of the work by the Board shall be an acceptance of any work or materials not in accordance with this Contract and the Surety shall be equally bound to the same extent as the Contractor.

It is expressly stipulated that the Surety for the Contractor on the project shall be obligated to make periodic inquiries of the Board at reasonable times, to determine whether its Principal has performed or was performing the Contract in accordance with all of its terms and conditions, particularly in relation to the progress payments scheduled under said Contract with the Board.

In the event the Contractor defaults or fails to perform or finish the work prescribed under the Contract for any reason whatsoever, it shall become the unqualified obligation of the Surety for the defaulting contractor to complete the Contract in accordance with its terms following receipt of notice from the owner of such default.

The Contractor shall execute a formal contract with the Board in the form required and in such number of counterparts as the Board may request. Such Performance, Payment and Completion Bond shall be furnished and such Contracts shall be executed and delivered by the contractor within ten (10) days after the receipt by the contractor of notice accepting their bid by the Board.

The Board of Education will only accept performance bonds from surety companies that are licensed and qualified to do business in the State of New Jersey.

#### **8. BID PRICE GUARANTEE – Ninety (90) Days from Award of Contract**

When the Board requests bid prices for supplies, materials and equipment, the contractor(s) shall agree to guarantee the bid price(s) for a period of ninety (90) days from the date of the award of the contract. The contractor (s) may extend the bid price guarantee through written permission to the Board of Education.

#### **9. BID PRICES**

In the event of a discrepancy between the unit price and the extension, the unit price will govern. The Board assumes no responsibility to recalculate totals if the award is made based on totals.

#### **10. BID PROPOSAL FORM**

All bids are to be written in by typewriter or ink in a legible manner on the official Bid Proposal Form. Any bid price showing any erasure or alteration must be initialed by the bidder 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 bid entry. If the disqualified entry is a required one, the entire bid may be subject to rejection. Bidders are urged to fill out and complete all entries with care.

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

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

Bidders are to submit one bid price per item. The Board will not accept multiple bids on an individual basis, nor will the Board accept a "bottom line" or "all or none" bid subject to the bidder receiving the entire contract.

## **11. BID SECTION**

- **Bid Protests and Contractor's Responsibility—2 CFR 200.318 (K)**

Vendors or contractors may contact the Purchasing Agent in writing when they feel it necessary to challenge a procurement specification item or to protest an award of contract. All challenges and protests will be reviewed by the Purchasing Agent, the District Administrator of the contract and the Board Attorney. All determinations shall be made in writing to the vendor or contractor. The Purchasing Agent pursuant to N.J.S.A. 18A:18A-2 (b) is the School Business Administrator.

- **Bid Submittals--Responsibility**

It is the responsibility of the bidder to ensure that their bid is presented to the Office of the School Business Administrator/Board Secretary and officially received before the advertised date and time of the bid. It is understood and agreed upon that any person in the Board of Education will be absolved from responsibility for the premature opening of any bid not properly labeled and sealed.

- **Bid Rejections—N.J.S.A. 18A:18A-22—Rejection of All Bids**

The Board of Education reserves the right to reject all bids pursuant to the conditions outlined in N.J.S.A. 18A:18A-22.

- **Bid Rejections—Individual Bids**

The Board reserves the right to reject individual bids when in their determination, the bid received is not responsive pursuant to N.J.S.A. 18A:18A- 2 (y) and/or when the bidder is determined by the board not to be responsible—N.J.S.A. 18A:18A-2 (x).

- **Bid Acceptance—Board of Education Approval**

All awards of contracts procured through the competitive bid process shall be awarded by the Board of Education, at a public meeting, to the lowest responsible bidder.

## **12. BRAND NAME OR EQUIVALENT N.J.S.A. 18A:18A-15 (d); 2 CFR 200.319 (a)**

Whenever the Board requests a brand name for a particular item, it will consider a "brand name or equivalent". If the bidder desires to bid on an equivalent item the bidder shall do the following:

a. On the Bid Proposal Form, write in ink next to the item requested, the bidder's substitute item, including brand name, model number and full description of the item. This is the only change to the Bid Proposal Form the Board will accept.

b. Provide a sample of the substitute item if requested. The sample item must be provided before or at the time of the bid opening. The sample item shall be a paper, brochure or illustrative literature outlining the brand/manufacturer name, model number and full description of the item.

c. If a sample is not required the Board requests a brochure, pamphlet, or illustrative literature that outlines the specifications of the item including the manufacturer's name, model number, etc.

Failure to provide a sample item or literature about substitute bids when requested may be cause for disqualification of that item from the bid.

e. It is the responsibility of the bidder to demonstrate the equivalency of items offered.

*Please note:* Bidders are to only bid brand name or equivalent. The Board will not accept multiple bids on individual items.

### **13. BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)**

Pursuant to N.J.S.A. 52:32-44 the Board of Education is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor and each subcontractor that is required by law to be named in a bid/proposal/contract have a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

#### **Request of the Board of Education**

All bidders or companies providing responses for requested bids or proposals are requested to submit with their response package a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey.

The Board reminds all respondents that failure to submit the New Jersey Business Registration Certificate prior to the award of the contract will result in the rejection of the bid/proposal.

#### **Subcontractors**

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with valid proof of business registration.
- (2) The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, 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 the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

N.J.S.A. 54:49-4.1: Violations of Registration Requirements; Penalties. A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false information of business registration under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency or under a casino service industry enterprise contract.

## Samples of Business Registration Certificates

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT  
TAXPAYER IDENTIFICATION#: 970-097-382/500  
ADDRESS: 847 ROEBLING AVE  
TRENTON NJ 08611  
EFFECTIVE DATE: 01/01/01  
FORM-BRC(06-01)

TRADE NAME: CLIENT REGISTRATION  
SEQUENCE NUMBER: 0107230  
ISSUANCE DATE: 07/14/04

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N.J. 08646-0252

Acting Director: *John S. Tully*

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT  
Trade Name:  
Address: 847 ROEBLING AVE  
TRENTON, NJ 08611  
Certificate Number: 1093907  
Date of Issuance: October 14, 2004

For Office Use Only:  
20041014112823533

### 14. CHALLENGES TO BID SPECIFICATIONS; BID PROTEST N.J.S.A. 18A:18A-15; 2 CFR 200.318 (k)

Any prospective bidder who wishes to challenge a bid specification shall file such challenge in writing with the School Business Administrator/Board Secretary no less than three (3) business days prior to the opening of bids. Challenges filed after that time shall be considered void and have no impact on the Board of Education or the award of a contract. All bid protests shall be filed with the School Business Administrator/Board Secretary prior to the award of the contract.

### 15. 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. The 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.

The 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.

## **16. CONTRACTOR/VENDOR REQUIREMENTS—ACCESS AND RETENTION OF RECORDS**

Contractors/vendors doing business with the Board of Education are reminded of the following legal requirements pertaining to the Office of the New Jersey State Comptroller:

- **Access to Relevant Documents and Information—N.J.S.A. 52:15C-14 (d)**

Private vendors or other persons contracting with or receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education shall upon request by the State Comptroller provide the State Comptroller with prompt access to all relevant documents and information as a condition of the contract and receipt of public monies. The State Comptroller shall not disclose any document or information to which access is provided that is confidential or proprietary. If the State Comptroller finds that any person receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education refuses to provide information upon the request of the State Comptroller, or otherwise impedes or fails to cooperate with any audit or performance review, the State Comptroller may recommend to the contracting unit that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the contracting unit.

- **Maintenance of Contract Records—N.J.A.C. 17:44-2.2**

Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d). The contractor/vendor to whom a contract has been awarded 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.

- **Board of Education Requirement**

In addition to, and independent of, the requirements of N.J.S.A. 52:15C-14 (d) and N.J.A.C. 17:44-2.2, the contractor shall also maintain and make any or all books and records related to products transactions or services rendered under this contract, available to the Board of Education upon request.

- **Federal Contracts**

Contractors and vendors having federal contracts for School Food Authority shall provide access to their records to duly authorized representatives of the district, New Jersey Department of Agriculture and the United States Department of Agriculture, when applicable.

## 17. CONTRACTS

- **Award of Contract, Rejection of Bid(s)**

Pursuant to N.J.S.A. 18A:18A-4 (a) and 2 CFR 200.320 (c) (2) (iv), the contract shall be awarded, if at all, to the lowest responsible bidder as determined by the Board of Education. The Board of Education reserves the right to reject any or all bids pursuant to N.J.S.A. 18A:18A-2(s), (t), (x), (y), 18A:18A-4(a), 18A:18A-22, waive any informalities or non-material exceptions, that may be in the best interest of the Board. The Board may at its option accept the lowest bid on each item and split awards among the various bidders who submit the lowest responsible bids.

Pursuant to N.J.S.A. 18A:18A-36 the Board of Education shall award the contract or reject all bids within sixty (60) days, noting the exception highlighted in the law.

- **Equal Prices**

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

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

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

- **Purchase Order—considered to be a contract. N.J.S.A. 18A:18A-2 (n)**

If a formal contract is not required by the Board of Education, an approved and District purchase order will constitute a contractual agreement. When a formal contract is required, the contractor shall sign and execute said contracts and return the contracts with other required documents to the Office of the School Business Administrator/Board Secretary.

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 the award by the Board of Education with the bid security becoming the property of the Board. The Board of Education reserves the right to accept the bid of the next lowest responsible bidder, in such a case.

- **Renewal of Contract; Services; Price Adjustment Clause—Index Rate**

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 School Business Administrator/Board Secretary may negotiate terms for a renewal of the 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. The Board, when considering any price adjustment, shall use the "Index Rate" for any price adjustments pursuant to N.J.S.A. 18A:18A-42.

- **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 the date listed in the Technical Specifications.

- **Purchase Order Required; Notification of Award; Notice to Proceed**

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

**18. DEBARMENT; SUSPENSION 2 CFR Appendix II, Section (H); 2 CFR 200.318 (h)**

The Board of Education will not enter into a contract for work with any person, company or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report ([www.state.nj.us/treasury/debarred](http://www.state.nj.us/treasury/debarred)).

All bidders are required to submit a sworn statement, found in Attachment C in the Certification Section, indicating whether or not the bidder is, at the time of the bid, included on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List or the State of New Jersey Consolidated Debarment Report, or the Federal Debarred Vendor List--Excluded Parties List System—System for Award Management—SAM.gov

**19. DELETION OF BIDDERS FROM THE BIDDERS LIST**

The Board of Education will delete the name of vendors from the Board's list of bidders if on three (3) occasions the vendor did not respond to a request for bids. A letter from the vendors stating "no-bid" will not be considered a "no response to bid."

**20. DELIVERY**

FOB Destination, Freight Prepaid - The contractor, to whom the contract is awarded, retains title and control of goods and selects the carrier and is responsible for the risk of transportation; title passes to the Board of Education upon delivery and ownership by the Board; the successful bidder pays and bears the costs of all freight and delivery charges listed below. The Board of Education recognizes two (2) types of delivery:

**A. Inside Delivery**

Items are to be delivered to a District location and taken off the truck by transportation carrier personnel and brought to a designated area inside the school or office building.

**B. Spotted Delivery**

Items are to be delivered to a District location and taken off the truck by transportation carrier personnel and brought to a designated area inside the school or office building. Transportation carrier personnel are responsible to then uncrate, setting up, assemble items to determine good working order and remove all debris to the satisfaction of the Board of Education.

Contractors are cautioned to provide adequate personnel to deliver goods as none will be provided by the Board of Education. If a specialized person is needed to set up, assemble or erect an item, such assembly shall be completed within five (5) school days of the actual delivery date. Failure to assemble, set up, or erect items within the stated time may result in a *\$100.00 per day* assessment against the bidder for each day items are not assembled, set up or erected.

The Board of Education will not be responsible for any extra delivery costs. All bid prices for materials, goods and supplies are to include all shipping, freight, delivery and handling costs. Specific delivery instructions are provided in the General Specifications.

*Please note!* All packages, boxes, cartons etc., when delivered, must be plainly marked on the outside as to contents, and the Board of Education's purchase order number must be clearly printed on the packages, boxes, cartons, etc.

### **C. Delivery Guarantee**

The contractor agrees to deliver the item(s) so listed in the bid specifications within the prescribed number of days also outlined in the bid specifications. Failure to deliver the designated items within the prescribed period of time shall cause the Board of Education to deduct penalties as per the schedule listed in the general specifications.

### **21. DOCUMENTS, MISSING/ILLEGIBLE**

The bidder shall familiarize himself with all forms provided by the Board that are to be returned with the bid. If there are any forms either missing from the bid solicitation package or documents are illegible, it is the responsibility of the bidder to contact the School Business Administrator/Board Secretary for duplicate copies of the forms. This must be done before the bid date and time. The Board accepts no responsibility for duplicate forms that were not received by the bidder in time for the bidder to submit with their bid.

### **22. DOCUMENT SIGNATURES – ORIGINAL; BLUE INK**

All documents submitted with this bid shall be signed with an original signature in ink (blue). Failure to sign and return all required documents with the bid package may be cause for disqualification and for the bid to be rejected pursuant to N.J.S.A. 18A:18A-2(y) (non-responsive) Facsimile, rubber-stamped, electronic or digital signatures are not acceptable.

#### **Forms provided by the Board of Education**

- Acknowledgment of Addenda
- Affirmative Action Questionnaire
- Assurance of Compliance
- Bid Proposal Form
- Certification Forms—Federal Contract Requirements
- Chapter 271 Political Contribution Disclosure Form
- Contractor/Vendor Questionnaire / Certification
- Disclosure of Investment Activities in Iran, Russia & Belarus
- Non-Collusion Affidavit
- Statement of Ownership

Please check your bid package for these forms!

### **23. ESTIMATED QUANTITIES**

It is the intention of the Board of Education to order the quantities of items listed on the Bid Proposal Form. Bidders are notified that the aforementioned quantities are estimated quantities that the Board intends to purchase and are not to be relied upon as the actual quantity to be purchased. There may be some deviation in the number of items actually ordered because of budgeting and financial constraints of the school district.

#### **24. EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT**

The bidder, by submitting a proposal, acknowledges that they have carefully examined the bid specifications, documents, addenda (if any), and the site; and that from their investigation, they are satisfied 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, they fully understand the intent and purpose thereof, their obligations thereunder, and that they will not make any claim for, or have any right to damages, because of the lack of any information.

Each bidder submitting a bid for a service contract shall include in the bid 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 bid specifications and documents.

#### **25. 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 \$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.

Bidders should be aware of the following statutes that represent "Truth in Contracting" laws:

- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a public servant commits a crime if said public servant solicits or receives a benefit directly or indirectly, for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.

#### **26. 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 Education to provide goods or services cannot unilaterally claim an increase in the cost of the contract because of Force Majeure.

**27. INSURANCE AND INDEMNIFICATION    ☒ REQUIRED    ☐ NOT REQUIRED**

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

**Commercial General Liability** with a \$1,000,000 and \$2,000,000 General Aggregate per each occurrence for Bodily Injury, Personal and Advertising Injury, Property Damage and Products Liability.

**Automobile Liability** with a \$1,000,000 Combined Single Limit of Liability for Bodily Injury and Property Damage per accident.

**Cyber Security and Privacy Liability** with a \$1,000,000 per occurrence or claim.

**Other Insurance Coverage**

\$ 100,000 Pollution Cleanup

\$ 50,000 Fire Damage

\$ 5,000 Medical Expense

\$4,000,000 Excess Umbrella Liability

\$1,000,000 Sexual Harassment, Abuse or Molestation

**Insurance Certificate – When Required**

The vendor/contractor must present to the Board of Education an insurance certificate in the above types and amounts before any work or service begins. Automobile liability insurance shall be included to cover any vehicle used by the insured.

The certificate holder shall be as follows:

**Lakewood Board of Education**  
c/o School Business Administrator/Board Secretary  
200 Ramsey Avenue  
Lakewood, New Jersey 08701

**Additional Insured Claim --** The vendor/contractor shall include the following clause on the insurance certificate.

“Lakewood Board of Education is named as an additional insured”

**WORKERS COMPENSATION**

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. The minimum limits are the following unless a greater amount is required by law:

|                           |                            |
|---------------------------|----------------------------|
| Bodily Injury by Accident | \$1,000,000. Each Accident |
| Bodily Injury by Disease  | \$1,000,000. Policy Limit  |
| Bodily Injury by Disease  | \$1,000,000. Each Employee |

## Indemnification

The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the Board 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, attorneys 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.

## 28. INTERPRETATIONS AND ADDENDA

No interpretation of the meaning of the specifications will be made to any bidder orally. Every request for such interpretations should be made in writing to the School Business Administrator/Board Secretary and must be received at least ten (10) days, not including Saturdays, Sundays and holidays, prior to the date fixed for the opening of bids to be given consideration. Any and all interpretations and any supplemental instructions will be distributed in the form of a written addenda to the specifications. The addenda will be provided in accordance with N.J.S.A. 18A:18A-21(c) to the bidders by certified mail or certified fax no later than seven (7) days Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of bids. All addenda so issued shall become part of the contract document.

## 29. IRAN DISCLOSURE OF INVESTMENT ACTIVITIES N.J.S.A. 18A:18A-49.4

The Board of Education, pursuant to N.J.S.A. 18A:18A-49.4, shall implement and comply with Public Law 2012, c.25, Disclosure of Investment Activities in Iran—N.J.S.A. 52:32-55 et seq.

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the 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.

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

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.

The Board has provided within the specifications, a Disclosure of Investments Activities certification form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the board. The Disclosure of Investment Activities in Iran Form is to be completed, certified and submitted prior to the award of the contract

### **30. Prohibited activities with Russia or Belarus supplementing Title 52**

Pursuant to Public Law 2022, c.3 government dealings with businesses associated with Belarus or Russia, supplementing Title 52 of the New Jersey Statutes is prohibited. A State agency or local unit, as applicable, shall require a person seeking to engage in any of the enumerated activities specified by subsection a. of this section (C.52:32-60.1) to certify, before the contract is awarded, renewed, amended, or extended, or before applying for certification as an urban renewal entity or designation as a redeveloper that the person is not identified on a list created pursuant to this section as a person engaging in prohibited activities in Russia or Belarus. The certification required shall be executed on behalf of the applicable person by an P.L. 2022, CHAPTER 3 2 authorized officer or representative of the person. If a person is unable to make the certification required because the person or one of the person's parents, subsidiaries, or affiliates has engaged in prohibited activity in Russia or Belarus, the person shall provide to the State agency or local unit of government concerned, prior to the deadline for delivery of such certification, a detailed and precise description of such activities, such description to be provided under penalty of perjury. The certifications provided under this section and disclosures provided under this section shall be disclosed to the public. The Department of Treasury has developed a list of persons it determines engage in prohibited activities in Russia or Belarus.

Lakewood Board of Education has provided in this bid package a form entitled:

### **Prohibited Russia-Belarus Activities & Iran Investment Activities**

All bidders are encouraged to complete, sign and submit the form with their bid response.

**Failure to complete, sign and submit the Prohibited Russia-Belarus Activities and Disclosure of Investment Activities in Iran form prior to the award of the contract shall be cause for rejection of the bid.**

### **31. LIABILITY – COPYRIGHT**

The contractor shall hold and save the Board of Education, its 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.

### **32. LIQUIDATED DAMAGES—BENEFITS TO DISTRICT FOR NON-PERFORMANCE OF CONTRACT**

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.

### **33. NON-COLLUSION AFFIDAVIT**

A notarized Non-Collusion Affidavit shall be submitted with the bid/proposal. The bidder/respondent has to certify that they have not directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential bidders, or otherwise taken any action in restraint of free, competitive bidding in connection with the bid, and that all statements

contained in said Proposal and this affidavit are true and correct, and made with full knowledge that the Board of Education 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 bid. The respondent has to 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 the respondent. The Board of Education has provided a Non-Collusion Affidavit form here within the specifications package. All respondents are to complete, sign, have the signature notarized and submit the form with the proposal response.

**Failure to submit the Non-Collusion Affidavit with the proposal may be cause for the disqualification of the proposal.**

### **34. PAYMENTS**

Every effort will be made to pay vendors and contractors within thirty (30) to sixty (60) days provided the Board of Education receives the appropriate documentation including but not limited to:

- Signed voucher by vendor;
- Packing Slips; and
- Invoices.

Payment will be rendered upon completion of services or delivery of full order to the satisfaction of the Board of Education unless otherwise agreed to by written contract or mandated by N.J.S.A.18A:18A-10.1. The Board at its discretion may make partial payments. All payments are subject to approval by the Board of Education at a public meeting. Payment may be delayed from time to time depending on the Board of Education meeting schedule. The invoice clearly outlines the goods received or services rendered and the date(s) the services were rendered.

### **35. POLITICAL CONTRIBUTIONS DISCLOSURE – PAY TO PLAY**

#### **Annual Disclosure**

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 [www.elec.nj.us](http://www.elec.nj.us).

#### **Chapter 271 Political Contribution Disclosure Form**

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 the award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

The Board of Education has provided a Chapter 271 Political Contribution Disclosure Form within the specifications package for use by the business entity. The Board has also provided a list of agencies to assist the contractor. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected officials 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 Chapter 271 Political Contribution Disclosure Form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

### **36. POLITICAL CONTRIBUTIONS/AWARD OF CONTRACTS**

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

**The Chapter 271 Political Contribution Disclosure Form shall be submitted with the response to the bid/proposal. Failure to provide the completed and signed form may be cause for disqualification of the bid/proposal.**

### **37. PRE-EMPLOYMENT REQUIREMENTS--CONTRACTED SERVICE PROVIDERS**

When applicable, all contracted service providers, whose employees have regular contact with students, shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New Jersey Department of Education—Pre-Employment Resource P.L. 2018 c.5 link below for guidance and compliance procedures.

<https://www.nj.gov/education/crimhist/preemployment/>

### **38. PRODUCT GUARANTEE; NO SUBSTITUTIONS**

The contractor shall guarantee that all goods and materials supplied shall be new, unused and meet the specifications as noted in this bid. The Board of Education will not accept substituted items that deviate from the items listed on the purchase order.

### **39. QUALIFICATION OF BIDDERS - Contractor Questionnaire Certification Form**

The Board of Education may make such investigations as it seems necessary to determine the ability of the bidder to perform the terms of the contract. The bidder shall complete a Contractor Questionnaire Certification Form and return same with the bid 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.

### **40. 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 and Senior Services  
Right to Know Program  
CN 368  
Trenton, New Jersey 08625-0368

### **41. SAMPLES**

From time to time the School Business Administrator/Board Secretary may require the submission of samples either before or at the time of the bid, at no charge to the district, in order to ascertain whether or not a product will be suitable for the purpose for which it is intended. If it is specifically stated elsewhere in the bid documents that samples are required, full-size samples must be submitted no later than the official *BID OPENING*. Failure to submit said samples may be regarded as a basis for rejecting the bid. Samples may be impounded until the satisfactory completion of the contract. Otherwise, all samples must be picked up by the bidder within thirty (30) days of the award of contracts or said samples will be presumed abandoned and the School Business Administrator/Board Secretary will dispose of them as he sees fit.

#### **42. STATEMENT OF OWNERSHIP N.J.S.A. 52:25-24.2**

No business organization, regardless of the form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations.

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is required.

**Failure to submit a Statement of Ownership disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.**

#### **43. SUBCONTRACTING; ASSIGNMENT OF CONTRACT**

Contractors, services providers, and all vendors with whom the Board of Education has an executed contract may not subcontract any part of any work done or assign any part of the contract for goods or materials for the Board without first receiving written permission from the School Business Administrator/Board Secretary.

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

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

In cases of subcontracting, the Board of Education shall only pay the prime contractor. It is the sole responsibility of the prime contractor to ensure that all subcontractors are paid. The Board of Education 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.

#### **44. 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 the 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 Board of Education. Contractors may not use the Board's tax-exempt status to purchase supplies, materials, services or equipment.

A contractor may qualify for a New Jersey Sales Tax Exemption on the purchase of materials, supplies and services when these purchases are used exclusively to fulfill the terms and conditions of the contract with the Board of Education. All contractors are referred to New Jersey Division of Taxation—Tax

Bulletin S&U-3 for guidance. Again, contractors are not permitted to use the Board's tax identification number to purchase supplies, materials, services or equipment.

#### **45. TERMINATION OF CONTRACT**

If the Board determines that the contractor has failed to comply with the terms and conditions of the bid 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 to the District by the contractor's breach of this agreement. The Board may withhold payment due to the contractor and apply the 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 the District 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.

#### **46. WITHDRAWAL OF BIDS**

- **Before The Bid Opening**

The School Business Administrator/Board Secretary may consider a written request from a bidder to withdraw a bid if the written request is received by the School Business Administrator/Board Secretary before the advertised time of the bid opening. Any bidder who has been granted permission by the School Business Administrator/Board Secretary to have their bid withdrawn cannot re-submit a bid for the same advertised bid project. That bidder shall also be disqualified from future bidding on the same project if the project is re-bid.

- **After The Bid Opening**

The Board of Education may consider a written request from a bidder to withdraw a bid if the written request is received by the School Business Administrator/Board Secretary within five (5) business days after the bid opening. A request to withdraw a bid after the specified number of days will not be honored. The contractor/vendor who wishes to withdraw a bid 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.

The request to withdraw a bid after the bid opening may be reviewed by the School Business Administrator/Board Secretary, other interested administrators; and/or the Board Attorney and a recommendation will be made to the Board of Education. If the Board of Education grants permission to have the bid withdrawn the contractor/vendor shall be disqualified from bidding on the same project if the project is re-bid. If the contractor/vendor fails to meet the burden of proof to have the bid withdrawn the request to withdraw the bid will be denied and if the contractor/vendor fails to execute the contract the bid guarantee will be forfeited and become the property of the Board of Education.

### **CERTIFICATIONS SECTION; FEDERAL CONTRACT REQUIREMENTS**

Final Note: As a requirement for submission of the bid, all bidders are to read the CERTIFICATIONS Section for FEDERAL CONTRACT REQUIREMENTS, found at the end of the bid package. Bidders shall be responsible for the completion, execution and submission of required CERTIFICATION documents.



# **BID DOCUMENTS AND REQUIRED DOCUMENTATION**

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



**Kevin Campbell**  
Assistant School Business Administrator/Board Secretary

**To be completed, signed and returned with Bid.**

**ACKNOWLEDGEMENT OF ADDENDA**

Bid Number **05-2324**

Bid Date: **Thursday, June 15, 2023**

The bidder acknowledges receipt of the hereinafter enumerated Addenda which have been issued during the period of bidding and agrees that said Addenda shall become a part of this contract. The bidder 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 \_\_\_\_\_ Title \_\_\_\_\_

## **AFFIRMATIVE ACTION QUESTIONNAIRE**

Bid Number 05-2324

Bid Date: Thursday, June 15, 2023

This form is to be completed and returned with the bid. However, the Board will accept in lieu of this Questionnaire, an Affirmative Action Evidence Certificate of Employee Information Report.

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:

[NJ Department of the Treasury Contract Compliance \(state.nj.us\)](https://www.state.nj.us/treasury/contract-compliance/state.nj.us)

Click on "AA 302 Employee Information Report"

Complete and submit the form with the appropriate payment to:

Department of Treasury  
Division of Purchase and Property  
Contract Compliance and Audit Unit

The complete mailing address may be found on the Instructions page of Form AA-302

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

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

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

Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Name of Company \_\_\_\_\_

City, State, Zip \_\_\_\_\_

## **ASSURANCE OF COMPLIANCE**

### **Contact with Students**

There may be times during the performance of this contract, where a contracted service provider may come in contact with students of the school district. The district fully understands its obligation to provide all students and staff members, with a safe educational environment. To this end, the district is requiring all bidders to sign a statement of Assurance of Compliance, acknowledging the bidder's understanding of the below-listed requirements and further acknowledging the bidder's assurance of compliance with those listed requirements.

### **Anti-Bullying Reporting--Requirement**

When applicable, the contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary.

### **Criminal History Background Checks—N.J.S.A. 18A:6-7.1--Requirement**

When applicable, the contracted service provider shall provide to the school district prior to commencement of the 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 furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide 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.

### **Pre-Employment Requirements**

When applicable, all contracted service providers, whose employees have **regular contact with students**, shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New Jersey Department of Education, Office of Student Protection—Pre-Employment Resource P.L. 2018 c.5 link below for guidance and compliance procedures.

<https://www.nj.gov/education/crimhist/preemployment/>

Name of Company \_\_\_\_\_

Name of Authorized Representative \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**To be completed, signed and returned with Bid.**

**CONTRACTOR/VENDOR QUESTIONNAIRE CERTIFICATION**

**KOSHER VENDED MEALS**

Bid Number 05-2324

Bid Date: Thursday, June 15, 2023

Name of Company \_\_\_\_\_  
Address \_\_\_\_\_ PO Box \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Business Phone Number (\_\_\_\_) \_\_\_\_\_ Ext. \_\_\_\_\_  
Emergency Phone Number (\_\_\_\_) \_\_\_\_\_ FAX No. (\_\_\_\_) \_\_\_\_\_  
E-Mail \_\_\_\_\_ FEIN No. \_\_\_\_\_  
Unique Entity Identifier (UEI) (if applicable) \_\_\_\_\_ CAGE Code (if applicable) \_\_\_\_\_

**References – Work previously done for School Districts 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 the Lakewood Board of Education, nor any officer or employee or person whose salary is payable in whole or in part by said Board of Education or their immediate family members are directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of profits thereof. If a situation so exists where a Board member, employee, officer of the board has an interest in the bid, etc., then please attach a letter of explanation to this document, duly signed by the president of the firm or company.

**Gifts; Gratuities; Compensation**

I declare and certify that no person from my firm, business, corporation, association or partnership offered or paid any fee, commission or compensation, or offered any gift, gratuity or other things of value to any school official, board member or employee of the Lakewood Board of Education.

**Vendor Certifications**

I declare and certify that I fully understand N.J.A.C. 6A:23A-6.3(a) (1-4) concerning vendor contributions to school board members.

I certify that my company is not debarred from doing business with any public entity in New Jersey or the United States of America.

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**

**LAKEWOOD BOARD OF EDUCATION**  
**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM**

**BID SOLICITATION/PROPOSAL TITLE** \_\_\_\_\_  
**VENDOR/BIDDER NAME** \_\_\_\_\_

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the 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.

**CHECK THE APPROPRIATE BOX**

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

**OR**

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities \_\_\_\_\_  
Relationship to Vendor/ Bidder \_\_\_\_\_  
Description of Activities \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Duration of Engagement \_\_\_\_\_  
Anticipated Cessation Date \_\_\_\_\_  
\_\_\_\_\_

*Attach Additional Sheets If Necessary*

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

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

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

\_\_\_\_\_  
**Print Name and Title**

**Version REV. 2.1 2021**

**This form is to be completed, certified and submitted prior to the award of contract.**

**DISCLOSURE OF PROHIBITED INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS**

**P.L. 2022, c. 3, N.J.S.A. 52:32-55 et seq., N.J.S.A. 40A:11-2.1, N.J.S.A. 18A:18A-49.4**

**PART 1**

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

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses: <https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf> [www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf).

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification. A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

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

**CONTRACT AWARDS AND RENEWALS/CONTRACT AMENDMENTS AND EXTENSIONS**

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

**IF UNABLE TO CERTIFY**

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

**PART 2**

**PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.** You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

**CERTIFICATION**

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

\_\_\_\_\_  
*Printed Name of Authorized Agent*

\_\_\_\_\_  
*Signature of Authorized Agent*

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

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

\_\_\_\_\_  
*Company Name/Person/Entity*

**To be completed, signed and returned with Bid.**

**NON-COLLUSION AFFIDAVIT**

**KOSHER VENDED MEALS**

Bid No. 05-2324

Bid Date: Thursday, June 15, 2023

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 \_\_\_\_\_  
Title Name of Company

I am the bidder 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 bidders, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named bid, and that all statements contained in said Proposal and this affidavit are true and correct, and made with full knowledge that the Board of Education 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 bid.

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 \_\_\_\_\_, \_\_\_\_\_.  
Month Day Year

\*SEAL\*

\*STAMP\*

**To be completed, signed and returned with Bid.**

**STATEMENT OF OWNERSHIP DISCLOSURE**

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

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

Name of Organization: \_\_\_\_\_

Organization Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

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

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type)    ☐ Limited Liability Company (LLC)
- ☐ Partnership    ☐ Limited Partnership    ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): \_\_\_\_\_

**Part II Check the appropriate box**

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**
- OR**
- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

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

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

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

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

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

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

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

**Part IV Certification**

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

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

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

**To be completed, signed and returned with Bid.**

**Lakewood Board of Education**

**CHAPTER 271**  
**POLITICAL CONTRIBUTION DISCLOSURE FORM**  
(Contracts that Exceed \$17,500.00)  
Ref. N.J.S.A. 19:44A-20.26

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

**Reportable Contributions**

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

The Business Entity may attach additional pages if needed.

☐ **No Reportable Contributions** (Please check (✓) if applicable.)

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

**Certification**

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

Name of Authorized Agent \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

Business Entity \_\_\_\_\_

Bid No: **05-2324**

**KOSHER VENDED MEALS**

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26).

This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

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

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

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

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

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

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

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

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

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

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."

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

**County Name: Ocean**

State: Governor, and Legislative Leadership Committees

Legislative District #: 9, 10, & 30

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

|         |               |              |         |           |
|---------|---------------|--------------|---------|-----------|
| County: | Commissioners | County Clerk | Sheriff | Surrogate |
|---------|---------------|--------------|---------|-----------|

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

|                        |                            |                              |
|------------------------|----------------------------|------------------------------|
| Barnegat Light Borough | Jackson Township           | Pine Beach Borough           |
| Barnegat Township      | Lacey Township             | Plumsted Township            |
| Bay Head Borough       | Lakehurst Borough          | Point Pleasant Beach Borough |
| Beach Haven Borough    | Lakewood Township          | Point Pleasant Borough       |
| Beachwood Borough      | Lavallette Borough         | Seaside Heights Borough      |
| Berkeley Township      | Little Egg Harbor Township | Seaside Park Borough         |
| Brick Township         | Long Beach Township        | Ship Bottom Borough          |
| Dover Township         | Manchester Township        | South Toms River Borough     |
| Eagleswood Township    | Mantoloking Borough        | Stafford Township            |
| Harvey Cedars Borough  | Ocean Gate Borough         | Surf City Borough            |
| Island Heights Borough | Ocean Township             | Tuckerton Borough            |

**Boards of Education (Members of the Board):**

|                        |                            |                              |
|------------------------|----------------------------|------------------------------|
| Barnegat Township      | Lakehurst Borough          | Plumsted Township            |
| Bay Head Borough       | Lakewood Township          | Point Pleasant Beach Borough |
| Beach Haven Borough    | Lavallette Borough         | Point Pleasant Borough       |
| Berkeley Township      | Little Egg Harbor Township | Seaside Heights Borough      |
| Brick Township         | Long Beach Island          | Seaside Park Borough         |
| Central Regional       | Manchester Township        | Southern Regional            |
| Eagleswood Township    | Mantoloking                | Stafford Township            |
| Island Heights Borough | Ocean Gate Borough         | Toms River Regional          |
| Jackson Township       | Ocean Township             | Tuckerton Borough            |
| Lacey Township         | Pinelands Regional         |                              |

**Fire Districts**

|                                      |                                                 |
|--------------------------------------|-------------------------------------------------|
| Brick Township Fire District No. 1   | Jackson Township Fire District No. 3            |
| Brick Township Fire District No. 2   | Jackson Township Fire District No. 4            |
| Brick Township Fire District No. 3   | Lakewood Township Fire District No. 1           |
| Dover Township Fire District No. 1   | Little Egg Harbor Township. Fire District No. 1 |
| Dover Township Fire District No. 2   | Little Egg Harbor Township Fire District No. 2  |
| Jackson Township Fire District No. 1 | Little Egg Harbor Township Fire District No. 3  |
| Jackson Township Fire District No. 2 | Plumsted Township Fire District No. 1           |

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

The contractor and the Board of Education (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. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Appendix A

## Appendix B

### EXHIBIT A

#### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

#### GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

(Revised: January, 2016)

## **SFA Additional Documents**

Attach the following:

- Federal Forms (Required)
- Food specifications (Optional)
- School Calendar (Optional)
- Meal Patterns (Optional)

**LAKEWOOD BOARD OF EDUCATION  
LAKEWOOD, NEW JERSEY**



**FEDERAL CONTRACT  
PROVISIONS  
Appendix II to Part 200**

**CERTIFICATIONS**

**Public Works, Goods and Services; Food Services Contracts**

**REVIEW AND SIGN:**

Attachment A

Attachment B

Attachment C

Certification of Non-Debarment

**SUBMIT FORMS WITH BID/PROPOSAL AND CONTRACT DOCUMENTS**



**Kevin Campbell  
Assistant School Business Administrator/Board Secretary**

## **Federal Contract Requirements/Certifications**

The Board of Education and the Contractor acknowledge that this Contract is funded in part or entirely by the Federal Government and the parties agree to comply with all sections of the **Federal Uniform Administrative Requirements 2 CFR Part 200 et seq.**, including, but not limited to, the following:

### **Please Note: Food Services Contracts—When Applicable**

The Board of Education also procures goods and services paid from federal funds received by the school district as it pertains to the Food Services Department.

When applicable, contractors shall comply with the Board's Specifications and General Requirements for Food Services contracts, and the following Federal Regulations:

- |                                 |                 |
|---------------------------------|-----------------|
| • National School Lunch Program | 7 CFR 210.21    |
| • School Breakfast Program      | 7 CFR 220.16    |
| • Special Milk Program          | 7 CFR 215.14(a) |
| • Summer Food Service Program   | 7 CFR 225.17    |
| • Buy American                  | 7 CFR 210.21(d) |

## **Specific Contract Requirements**

The Contractor shall comply with all aspects of the Board's Specifications and General Requirements for Public Works Contracts or Bid Specifications and General Requirements for Goods and Services Contracts as pertain to this Contract. In the event of a conflict between the said Specifications and General Requirements, the Public School Contracts Law at N.J.S.A. 18A: 18A-1 et seq. and Federal Procurement Regulations, the stricter requirements shall govern.

**ALL CONTRACTS, AWARDED BY A RECIPIENT, INCLUDING SMALL PURCHASES, SHALL CONTAIN THE FOLLOWING PROVISIONS AS APPLICABLE:**

**Equal Employment Opportunity** –*If the contract exceeds \$10,000, it shall* contain a provision requiring compliance with E.O. 11246 – Equal Employment Opportunity, as amended by E.O. 11375 – Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action 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 contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor 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 race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance:

*Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

*Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and sub-contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions:

Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## **Contract Provisions for Non-Federal Entity Contracts Under Federal Awards 2 CFR Appendix II to Part 200 and Other Contract Provisions**

All contractors and vendors submitting proposals for goods and services when Federal Funds are being expended agree to comply with the following contract provisions:

### **Small, Businesses, Minority Businesses and Women's Businesses 2 CFR 200.321 (a)**

If the Contractor intends to let any subcontracts for a portion of the work, Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction and services. Affirmative steps shall consist of: (1) including qualified small, minority, and women's businesses on solicitation lists; (2) assuring that small, minority, and women's businesses are solicited whenever they are potential sources; (3) dividing total requirements when economically feasible, into small tasks or quantities to permit maximum participation of small, minority, and women's businesses; (4) establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small, minority and women's businesses; (5) using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the United States Department of Commerce; and (7) Contractor is encouraged to procure goods and services from labor surplus area firms.

### **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)**

All contracts and sub-grants in excess of \$2,000 for construction or repairs awarded by recipients and sub-recipients must include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Act provides that each contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

### **Davis-Bacon Act as amended (40 U.S.C. 3141-3148)**

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by the Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**Compliance with the Contract Work Hours and Safety Standards Act**

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages

**(3) Withholding for unpaid wages and liquidated damages.** The District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

**Rights to Inventions Made Under a Contract or Agreement.**

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**Clean Air Act/Clean Water Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387),** as amended—Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The contractor also agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

**Byrd Anti-Lobbying Amendment (31 U.S. C. 1352)**

Contractors who apply or bid for an award of \$100,000 or more shall file the attached certification. (See Attachment B to this Addendum). Each tier certifies to the tier above that it will not and has not used 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. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. The disclosures are forwarded from tier to tier up to the recipient.

**Buy American—7 CFR 210.21 (d) and N.J.S.A. 18A:18A-20; 2 CFR 200.322 Domestic Preferences for Procurements.**

The Purchasing Agent shall take all necessary steps to provide in the specifications for goods and services, and to take to the maximum effort practicable to purchase manufactured and farm products and/or “domestic commodity or products” (51% or more), of the United States be used, wherever available for the food services program. This “Buy American” clause is in compliance with 7 CFR 210.21 (d), N.J.S.A. 18A:18A-20 and the Buy American Provisions as outlined in the USDA Memo SP 38-2017 dated June 30, 2017.

The Purchasing Agent should to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**Debarment and Suspension—2 CFR Appendix II Section (H) (E.O. 12549 and E.O. 12689)**

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p 235). Debarment and Suspension. SAM Exclusions contain the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. (Ref. 2 CFR 200.212) (See Attachment C to this Addendum)

Contractors with awards that exceed the small purchase threshold must provide the required certification regarding its exclusion status and that of its principal employees. (Authority: 20 U.S.C. 1221e-3, 3474; OMB Circular A-110)

The Contractor shall complete and submit a Certification of Non-Debarment for Federal Government Contracts form as provided in this document.

**Procurement of Recovered Materials (Solid Waste Disposal Act; Resource Conservation and Recovery Act)**

The contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**Political Activities (Hatch Act, 31 USC § 1352)**

None of the funds, materials, property or services provided directly or indirectly in this Contract shall be used in the performance of this Contract for any partisan political activity of any kind or to further the election or defeat of any candidate for public office. None of the funds provided under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the U.S. Congress or any State or Local legislative bodies. Contractor shall at all times comply with 31 U.S.C. § 1352.

**Energy Efficiency Standards**

The Contractor and the Board shall comply with environmental standards and policies related to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (PUB.L.94-163, 89 STAT.871).

**Termination of Contract**

If the Board determines that the contractor has failed to comply with the terms and conditions of the bid 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 by the District by the contractor's breach of this agreement. The Board may withhold payment due the contractor and apply the 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 the District harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement.

## **STANDARDS (CODE) OF CONDUCT; CONFLICTS OF INTERESTS/GRATUITIES:**

The LAKEWOOD BOARD OF EDUCATION pursuant to **Federal Regulation 2 CFR 200.318 (c) (1)**, **N.J.S.A. 18A:18A-1 et seq.**, and **N.J.S.A. 18A:12-21 et seq.**, hereby establishes the following *Standards of Conduct; Conflict of Interests* in the selection, award and administration of contracts using federal funds. ALL PROCUREMENTS MUST ENSURE THAT THERE IS OPEN AND FREE COMPETITION AND ADHERE TO THE MOST RESTRICTIVE FEDERAL/STATE/LOCAL REQUIREMENTS.

### **Conflict of Interest**

No employee, officer, or agent of LAKEWOOD BOARD OF EDUCATION may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No person officially connected with, or employed in, the LAKEWOOD BOARD OF EDUCATION shall be an agent for, or be in any way pecuniary or beneficially interested in, or receive any compensation or reward of any kind for, the sale of any textbooks, school apparatus or supplies of any kind, for use in the school district with which he is connected or by which he is employed or within the state or part thereof over which his jurisdiction extends, upon penalty of removal from office or of revocation of his certificate to teach or to administer, direct or supervise the teaching, instruction or educational guidance of pupils in the public schools, but the prohibition of this section shall not prevent any person from receiving royalties upon the sale of any textbook of which he is the author. N.J.S.A. 18A:6-8

No school official shall act in his official capacity in any matter where he, a member of his immediate family, or a business organization in which he has an interest, has a direct or indirect financial involvement that might reasonably be expected to impair his objectivity or independence of judgment. No school official shall act in his official capacity in any matter where he or a member of his immediate family has a personal involvement that is or creates some benefit to the school official or member of his immediate family. N.J.S.A. 18A:12-24 (c)

### **Solicitation/Receipt/Acceptance of Gratuities, Favors and Gifts from Contractors**

The officers, employees, and agents of LAKEWOOD BOARD OF EDUCATION may neither solicit nor accept gratuities, favors, gifts or anything of monetary value from contractors or parties to subcontracts.

School board members, school officials and employees, or members of their immediate family are prohibited from soliciting, receiving or agreeing to receive any compensation, reward, employment, gift, meal, honorarium, travel, reimbursement, favor, loan, service, or other thing of value from any person, firm, corporation, partnership, or business that is a recipient of a purchase order from the district, or a potential bidder, or an applicant for any contract with the district, based upon an understanding that what is solicited or offered was for the purpose of influencing the board member or school employee in the discharge of their official duties. N.J.S.A. 18A:12-24 (c); 2 CFR 200.318 (c)(1)

**Contractor/Vendor Responsibility – Doing Business with the Board of Education**

Any vendor doing business or proposing to do business with the LAKEWOOD BOARD OF EDUCATION, 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 Board or to any member of the official's or employee's immediate family. No vendor shall cause to influence or attempt to cause to influence, any official or employee of the Board, in any manner which might tend to impair the objectivity or independence of judgment of said official or employee.

**Disciplinary Actions for Violations of Standards**

Officers, employees and agents of LAKEWOOD BOARD OF EDUCATION who violate the standards of conduct, shall be subject to administrative disciplinary actions which may lead to suspension of employment; removal of office and revocation of his certificate to teach or administer in the State of New Jersey.

**Disclosure of Fraudulent Activities**

The Board of Education will disclose all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award pursuant to Uniform Grant Guidance, 2 CFR 200.113. Such disclosures must occur in a timely manner and be submitted in writing to the United States Department of Education or the New Jersey Department of Education.

**STEVENS AMENDMENT**

The LAKEWOOD BOARD OF EDUCATION recognizes its obligation as it pertains to the Stevens Amendment, Section 8136 of the Department of Defense Appropriations Act (P.L. 104-134, Sec.507) which requires the board of education to state clearly the

- Percentage of the total cost of the project that will be financed with federal money;
- Dollar amount of federal funds for the project; and
- Percentage and dollar amount of the total cost of the project that will be financed by non-government sources (if any).

The above statements shall be made in all press releases, requests for proposals, bid solicitations and other documents or announcements describing the project.

**Complete, Sign & Return**

**ATTACHMENT A**

**Complete, Sign & Return**

**Goals and Timetables for Minorities and Women**

**Construction Projects ONLY**

**Please complete and sign:**

- ☐ **Applicable** – Please provide goals and timetables; complete below
- ☐ **Not Applicable** – Check off and complete below

**Name of Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

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

**Complete, Sign & Return**

**ATTACHMENT B**  
**CERTIFICATION REGARDING LOBBYING**

**Complete, Sign & Return**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Statement for Loan Guarantees and Loan Insurance**

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**\* NAME OF APPLICANT'S ORGANIZATION**

**\* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE**

Prefix:  \* First Name:  Middle Name:   
\*Last Name:  Suffix:   
\*Title:

**\*SIGNATURE:**  **\*DATE:**

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

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR 200.212 , for all lower tier transactions meeting the threshold and tier requirements stated at Section 200.212.

**Instructions for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
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 any time 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 proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled A Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement 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.

**Certification**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are 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.

|                                                     |                                     |
|-----------------------------------------------------|-------------------------------------|
| NAME OF APPLICANT                                   | PR/AWARD NUMBER AND/OR PROJECT NAME |
| PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE |                                     |
| SIGNATURE                                           | DATE                                |

**To be completed, signed and returned with Bid.**

**CERTIFICATION OF NON-DEBARMENT  
FOR FEDERAL GOVERNMENT CONTRACTS**

This certification shall be completed, certified to, and submitted to the Board of Education with the proposal.

| PART I: VENDOR/CONTRACTOR INFORMATION                            |  |
|------------------------------------------------------------------|--|
| Individual, Company/Firm Name                                    |  |
| Address of Individual, Company/Firm                              |  |
| DUNS Code (if applicable)                                        |  |
| CAGE Code (if applicable)                                        |  |
| Check the box that represents the type of business organization: |  |

| PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |        |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------|--|
| <p>I hereby certify that the <b>individual or organization</b> listed above in <b>Part I</b> is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <b>Board of Education</b> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by <b>Board of Education</b> to notify the <b>Board of Education</b> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the <b>Board of Education</b>, permitting the <b>Board of Education</b> to declare any contract(s) resulting from this certification void and unenforceable.</p> |  |        |  |
| Full Name (Print):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  | Title: |  |
| Signature:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | Date:  |  |

Complete, sign and return with contract/proposal.

**LAKEWOOD BOARD OF EDUCATION**



# **TECHNICAL SPECIFICATIONS**



**Kevin Campbell**  
Assistant School Business Administrator/Board Secretary

**School Nutrition Programs**

**Commerical Vendor Invitation for Bids (IFB)**

|                                                           |
|-----------------------------------------------------------|
| <b>School Food Authority: Lakewood Board of Education</b> |
| <b>Agreement Number: 02902520</b>                         |
| <b>Address: 200 Ramsey Ave</b>                            |
| <b>City, State, Zip: Lakewood, New Jersey 08701</b>       |
| <b>Contact Person: Diane Piasentini, QPA</b>              |
| <b>Phone: 732-905-3574</b>                                |
| <b>Email: dpiasentini@lakewoodpiners.org</b>              |

**School Nutrition Programs  
Commercial Vendor Invitation for Bids (IFB)**

|                                                           |
|-----------------------------------------------------------|
| <b>School Food Authority:</b> Lakewood Board of Education |
| <b>Agreement Number:</b> 0292520                          |
| <b>Address:</b> 200 Ramsey Ave                            |
|                                                           |
| <b>City, State, Zip:</b> Lakewood, New Jersey 08701       |
| <b>Contact Person:</b> Diane Piasentini                   |
| <b>Phone:</b> 732-905-3574                                |
| <b>Email:</b> dpiasentini@lakewoodpiners.org              |

## **Commercial Vendor IFB Advertisement**

**The advertisement must be published ONCE in the newspaper at least 10 calendar days before the IFB due date**

- **Public/Charter School Food Authorities (SFA)** must advertise the Commercial Vended Meal IFB in a regional news source/official newspaper of record as designated by the board of education.
- **Non-Public SFAs** must advertise the Commercial Vended Meal IFB in a regional newspaper.

**Using the below template to compile the required information. Re-type and send the language of the advertisement in its entirety to the newspaper:**

The Lakewood Board of Education (SFA Name) is currently requesting bids for the 2023/2024 thru 2025/2026 school year for the delivery and receipt of vended meals for the school food service programs.

**The Commercial Vendor will provide meals/documents according to USDA meal patterns, regulations, and guidelines as well as the New Jersey Department of Agriculture policies and guidelines.**

**Specifications can be obtained from, and bids submitted to:**

Name of SFA: Lakewood Board of Education

Name of SFA Contact Person: Diane Piasentini

Email Address: dpiasentini@lakewoodpiners.org

**School Address**

Street Address: 200 Ramsey Ave

City: Lakewood State: NJ Zip: 08701

All bids must be submitted no later than

Date: June 15, 2023

Time: 11:00 a.m.

All bids must be delivered in a sealed envelope and be clearly marked "Commercial Vended Meals Bid".

The Lakewood Board of Education (SFA Name) reserves the right to accept or reject any and/or all bids or accept the bid that it finds, in its sole discretion, to be the most advantageous to the SFA.

## Purpose and Term

The purpose of this Invitation for Bids (IFB) 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. This IFB is used for the Vendor that prepares, cooks, and packages unitized or bulk-form meals, with or without milk, off-site at their own facilities. Vendor must provide address to SFA of any location where meal preparation takes place. 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 IFB is not valid).

The SFA seeks to purchase from Vendor, and Vendor will provide to the SFA, the lunches, breakfasts, and afterschool snacks as indicated below (collectively referred to in this IFB as the "vended meals"), as part of the respective United States Department of Agriculture ("USDA") School Nutrition Programs, and in accordance with this IFB and applicable Federal and State regulations.

**The SFA seeks to procure complete meals ONLY, either with or without milk. No other options or substitutions are permitted. DOD Produce cannot supplant the fruit or vegetable component of the reimbursable SBP and NSLP meals.**

Vendor will provide the vended meals to the SFA school sites listed in this IFB.

The awarded contract will be for a term of ☐ 1 year ☐ 2 years ☒ 3 years

The awarded contract will be effective for the period commencing on September 1, 2023 and ending June 30, 2026 unless terminated earlier as provided herein.

If the original length of the awarded contract is 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. This contract and 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 contract or renewal, as provided herein.

The awarded 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;
- 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)

## Meal Requirements

SFA requires the following meal types:

- ☒ Lunches meeting National School Lunch Program requirements set forth in 7 CFR Section 210.10.
- ☒ Breakfasts meeting School Breakfast Program requirements set forth in 7 CFR Section 220.8.
- ☐ Afterschool snacks meeting Afterschool Care Snacks requirements set forth in 7 CFR Section 210.10.

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

## Milk

SFA requires the following:

☒ All vended meals supplied by Vendor will **include milk**.

**OR**

☐ Vendor will supply all vended meals without milk. The SFA will purchase milk separately.

For all purchases of fresh milk for the SFA vended meals, Vendor or SFA 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.*

The following are the minimum food specifications all FSMCs must adhere to and provide. **The SFA may customize these food specifications using the IFB Modification Request**

| PRODUCT                                                                                          | LEVEL OF INSPECTION/QUALITY                                                                               |
|--------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| Meat/Seafood                                                                                     | All meats, meat products, poultry, poultry products, and fish must be government inspected.               |
| Beef, Lamb, and Veal                                                                             | USDA Grade Choice or better                                                                               |
| Pork                                                                                             | U.S. No. 1 or U.S. No. 2                                                                                  |
| Poultry                                                                                          | USDA Grade A                                                                                              |
| Seafood                                                                                          | Top grade, frozen fish must be a nationally distributed brand, packed under continuous inspection of USDA |
| Dairy Products                                                                                   | All dairy products must be USDA inspected.                                                                |
| Fresh Eggs                                                                                       | USDA Grade A or equivalent, 100% candled                                                                  |
| Frozen Eggs                                                                                      | USDA inspected                                                                                            |
| Milk                                                                                             | Pasteurized Grade A                                                                                       |
| Fruits and Vegetables                                                                            |                                                                                                           |
| Fresh Fruits & Vegetables                                                                        | Selected according to written specifications for freshness, quality, and color – U.S Grade A Fancy        |
| Canned Fruits & Vegetables                                                                       | U.S Grade A Choice or Fancy (fruit to be packed in light syrup or natural juices)                         |
| Frozen Fruits & Vegetables                                                                       | U.S Grade A Choice or better                                                                              |
| Staple Groceries                                                                                 | To be a quality commensurate with previously listed standards.                                            |
| Baked Products                                                                                   |                                                                                                           |
| Bread, rolls, cookies, pies, cakes and pudding either prepared or baked on premises or purchased | Must have a quality level commensurate with meeting USDA breakfast and lunch requirements as applicable   |

## Menus

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

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

Breakfast: ☐ Hot ☐ Cold ☒ Hot and Cold

Lunch: ☐ Hot ☐ Cold ☒ Hot and Cold

Vendor will initially supply vended meals in accordance with the cycle menu included in the bid that Vendor submits to the SFA in response to this IFB.

**SFA requires that subsequent menus will be:**

☒ Provided by Vendor and

prepared on a ☐ weekly ☐ bi-weekly ☒ monthly basis

at least ☒ 5 Days ☐ 10 Days ☐ 30 Days in advance of their effective dates.

**OR**

☐ 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.

**Delivery**

SFA requires the following:

☒ **Vendor will deliver** vended meals in separate, suitable transport containers for each meal type to each SFA vended site indicated on List of SFA Schools Receiving Vended Meals.

**OR**

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

**OR**

☐ 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 receipt 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 receipt.

**OR**

**If the 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 receipt and an authorized SFA representative will count and verify all vended meals at pick up and note any discrepancies on the daily delivery receipt.

- The SFA school calendar will be provided to Vendor prior to the start of the school year/contract.
- Ordering and delivery schedules will be developed to the mutual agreement of both the SFA and Vendor. Contact persons, ordering procedures, ordering times and dates will be established.
- Meal order adjustments and cancellations (snow days, delayed openings) will be coordinated between the SFA and Vendor within mutually agreed upon timeframes.

### Packaging

SFA requires the vendor to provide the following:

- ☐ Vendor will provide all vended meals as pre-plated individual, unitized meals packaged in containers suitable for transport and adhering to Hazard Analysis Critical Control Point (HACCP) requirements.

### AND/OR

- ☒ 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.

All vended meals supplied by Vendor will include the following\*:

- ☐ None
- ☒ Eating utensils
- ☒ Condiments
- ☒ Paper goods
- ☒ Serving utensils
- ☒ Steam Table Pans
- ☒ Disposable Meal Trays
- ☒ Other (specify): Insulated bags/warming and freeze plates
- ☒ Equipment (specify):

| Type of Equipment | Number of Units |
|-------------------|-----------------|
| Refrigerator      | 5               |
|                   |                 |
|                   |                 |
|                   |                 |
|                   |                 |

**\*The cost of all items checked above must be incorporated in the per meal amount. Any rental or lease agreements for equipment cannot be charged as a separate cost.**

## Meals and Serving Days

The following number of meals and serving days are anticipated:

| MENU PATTERN AND GRADE GROUP | ESTIMATED NUMBER OF MEALS PER DAY | ESTIMATED NUMBER OF SERVING DAYS | ESTIMATED NUMBER OF MEALS PER YEAR |
|------------------------------|-----------------------------------|----------------------------------|------------------------------------|
| <b>BREAKFAST:</b>            |                                   |                                  |                                    |
| Grades Pre-K-5               |                                   |                                  |                                    |
| Grades Pre-K-8               | 452                               | 180                              | 81,360                             |
| Grades 6-8                   |                                   |                                  |                                    |
| Grades 9-12                  | 2                                 | 180                              | 360                                |
| <b>Totals:</b>               | 454                               |                                  | 81,720                             |
|                              |                                   |                                  |                                    |
| <b>LUNCH:</b>                |                                   |                                  |                                    |
| Grades Pre-K-5               |                                   |                                  |                                    |
| Grades Pre-K-8               | 452                               | 180                              | 81,360                             |
| Grades 6-8                   |                                   |                                  |                                    |
| Grades 9-12                  | 2                                 | 180                              | 360                                |
| <b>Totals:</b>               | 454                               |                                  | 81,720                             |

|                            |     |     |     |
|----------------------------|-----|-----|-----|
| <b>AFTER SCHOOL SNACK:</b> | n/a | n/a | n/a |
|----------------------------|-----|-----|-----|

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 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.

## Recordkeeping and Availability of Records

SFA requires the following:

### A. Production Records:

☒ 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.

OR

☐ 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.

#### **Health and Sanitation**

Vendor will maintain applicable state and local health certifications for all facilities in which meals are prepared for the SFA and will provide the SFA with a copy of current Health and Sanitation Certificate (within the last twelve (12) months) and Food Safety Inspection Reports for all production facilities. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.

Vendor will provide the SFA with a copy of its current License to Operate a Wholesale Food-Cosmetic Establishment in New Jersey. (N.J.S.A. 24:15-14)

Vendor will follow applicable HACCP procedures in the preparation and delivery of vended meals for the SFA.

#### **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].
- B. The Clean Air Act (42 USC section 7401 *et seq.*), the Federal Water Pollution Control Act (33 USC section 1351 *et seq.*), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR Part 15) [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.

- G. Vendor has provided the NJDA a copy of a valid New Jersey Business Registration Certificate from the Division of Revenue and Enterprise Services [DORES] or Certificate of Business Formation (for vendors contracting with Non-Public SFAs only).
- H. Vendor has provided the NJDA a copy of the current Sanitation Certificate for each location where meals are prepared
- I. Vendor has provided the NJDA a copy of the current Wholesale Food-Cosmetic License
- J. Vendor has registered with the NJDA and is included on the New Jersey School Nutrition Programs Commercial Vendor List

### **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.

### **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 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.

### **Assignment**

Neither this contract nor any of the rights, interests or obligations under the contract shall be assigned or transferred, in whole or in part, by operation of law or otherwise by either party without the prior written consent of the other party. An assignment or transfer made without prior written consent shall be void.

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

Included in the bid/bid submitted to the SFA for award of this contract, Vendor signed and submitted a Political Contribution Disclosure Form in accordance with 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.

### **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. 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.

### **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.

### **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.

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

Prior to entering into this contract, Vendor signed and submitted a Disclosure of Investment Activities in Iran, pursuant to P.L. 2012, c. 25 (N.J.S.A. 52-32-55, *et. seq.*), to certify that neither Vendor, nor any of its parents, subsidiaries and/or affiliates is on the list developed by the New Jersey Department of Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran.

### **Buy American**

- A. Vendor shall purchase, to the maximum extent practicable, domestic commodities or products which are an agricultural commodity produced in the United States (U.S.) or a food product processed in the U.S. substantially using agricultural commodities produced in the U.S.
- B. The SFA reserves the right to review Vendor purchase records to ensure compliance with the Buy American provision.
- C. Vendor shall be required to use alternative domestic foods first before requesting SFA approval to purchase non-domestic foods.
- D. All exceptions to the Buy American requirement must be pre-approved by the SFA and should be used as a last resort. Exceptions must be requested by the Vendor for approval by the SFA prior to a purchase when:
  - a. The food or food product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
  - b. Competitive bids reveal the cost of a U.S. food or food product is significantly higher than the non-domestic product.
- E. Requests for exceptions shall include:
  - a. Alternative food and food product substitutes that are domestic and meet the required specifications, including:
    - i. The price of the domestic food product alternative substitute(s); and
    - ii. The availability of the domestic food product alternative substitute(s) in relation to the quantity ordered; and
  - b. The reason for the exception (limited supply, lack of availability or price) including:
    - i. The price of the domestic food product; and
    - ii. The price of the non-domestic food product that meets the required specifications of the domestic food product.

### **Governing Law**

The contract shall be governed by, and construed in accordance with, the laws of the State of New Jersey.

### **Entire Understanding**

The Agreement will constitute the entire understanding among the Parties and will supersede all prior or contemporaneous understandings, whether oral or written. In the event that any provision contained in the contract should conflict with any attachment, the provisions of the contract shall control.

# LIST OF SFA SCHOOLS RECEIVING VENDED MEALS

| SCHOOL NAME & ADDRESS                                             |                                                                            | SCHOOL TYPE                                                                                                                                                    | MEAL PATTERN<br>GRADE GROUP                                                                                                                                          | VENDED MEALS PROVIDED                                                                                                                    |
|-------------------------------------------------------------------|----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| SCHOOL NAME<br>SCHOOL STREET ADDRESS<br>SCHOOL CITY<br>SCHOOL ZIP | LECC Campus I & III<br>100 Linden Ave<br>Lakewood, NJ 08701                | <input checked="" type="checkbox"/> Elementary<br><input type="checkbox"/> Middle<br><input type="checkbox"/> High School<br><input type="checkbox"/> Ungraded | <input checked="" type="checkbox"/> Grades K-5<br><input type="checkbox"/> Grades K-8<br><input type="checkbox"/> Grades 6-8<br><input type="checkbox"/> Grades 9-12 | <input checked="" type="checkbox"/> Breakfast<br><input checked="" type="checkbox"/> Lunch<br><input type="checkbox"/> Afterschool Snack |
| SCHOOL NAME<br>SCHOOL STREET ADDRESS<br>SCHOOL CITY<br>SCHOOL ZIP | LECC Campus II<br>721 Ridge Ave<br>Lakewood, NJ 08701                      | <input checked="" type="checkbox"/> Elementary<br><input type="checkbox"/> Middle<br><input type="checkbox"/> High School<br><input type="checkbox"/> Ungraded | <input checked="" type="checkbox"/> Grades K-5<br><input type="checkbox"/> Grades K-8<br><input type="checkbox"/> Grades 6-8<br><input type="checkbox"/> Grades 9-12 | <input checked="" type="checkbox"/> Breakfast<br><input checked="" type="checkbox"/> Lunch<br><input type="checkbox"/> Afterschool Snack |
| SCHOOL NAME<br>SCHOOL STREET ADDRESS<br>SCHOOL CITY<br>SCHOOL ZIP | Piner Elementary<br>School<br>1141 E. County Line Rd<br>Lakewood, NJ 08701 | <input checked="" type="checkbox"/> Elementary<br><input type="checkbox"/> Middle<br><input type="checkbox"/> High School<br><input type="checkbox"/> Ungraded | <input checked="" type="checkbox"/> Grades K-5<br><input type="checkbox"/> Grades K-8<br><input type="checkbox"/> Grades 6-8<br><input type="checkbox"/> Grades 9-12 | <input checked="" type="checkbox"/> Breakfast<br><input checked="" type="checkbox"/> Lunch<br><input type="checkbox"/> Afterschool Snack |
| SCHOOL NAME<br>SCHOOL STREET ADDRESS<br>SCHOOL CITY<br>SCHOOL ZIP | Lakewood Middle<br>School<br>755 Somerset Ave<br>Lakewood, NJ 08701        | <input type="checkbox"/> Elementary<br><input checked="" type="checkbox"/> Middle<br><input type="checkbox"/> High School<br><input type="checkbox"/> Ungraded | <input type="checkbox"/> Grades K-5<br><input type="checkbox"/> Grades K-8<br><input checked="" type="checkbox"/> Grades 6-8<br><input type="checkbox"/> Grades 9-12 | <input checked="" type="checkbox"/> Breakfast<br><input checked="" type="checkbox"/> Lunch<br><input type="checkbox"/> Afterschool Snack |
| SCHOOL NAME<br>SCHOOL STREET ADDRESS<br>SCHOOL CITY<br>SCHOOL ZIP | Lakewood High School<br>855 Somerset Ave<br>Lakewood, NJ 08701             | <input type="checkbox"/> Elementary<br><input type="checkbox"/> Middle<br><input checked="" type="checkbox"/> High School<br><input type="checkbox"/> Ungraded | <input type="checkbox"/> Grades K-5<br><input type="checkbox"/> Grades K-8<br><input type="checkbox"/> Grades 6-8<br><input checked="" type="checkbox"/> Grades 9-12 | <input checked="" type="checkbox"/> Breakfast<br><input checked="" type="checkbox"/> Lunch<br><input type="checkbox"/> Afterschool Snack |
| SCHOOL NAME<br>SCHOOL STREET ADDRESS<br>SCHOOL CITY<br>SCHOOL ZIP | Oak Street School<br>75 Oak Street<br>Lakewood, NJ 08701                   | <input checked="" type="checkbox"/> Elementary<br><input type="checkbox"/> Middle<br><input type="checkbox"/> High School<br><input type="checkbox"/> Ungraded | <input type="checkbox"/> Grades K-5<br><input checked="" type="checkbox"/> Grades K-8<br><input type="checkbox"/> Grades 6-8<br><input type="checkbox"/> Grades 9-12 | <input checked="" type="checkbox"/> Breakfast<br><input checked="" type="checkbox"/> Lunch<br><input type="checkbox"/> Afterschool Snack |
| SCHOOL NAME<br>SCHOOL STREET ADDRESS<br>SCHOOL CITY<br>SCHOOL ZIP | Spruce Street School<br>90 Spruce St.<br>Lakewood, NJ 08701                | <input checked="" type="checkbox"/> Elementary<br><input type="checkbox"/> Middle<br><input type="checkbox"/> High School<br><input type="checkbox"/> Ungraded | <input checked="" type="checkbox"/> Grades K-5<br><input type="checkbox"/> Grades K-8<br><input type="checkbox"/> Grades 6-8<br><input type="checkbox"/> Grades 9-12 | <input checked="" type="checkbox"/> Breakfast<br><input checked="" type="checkbox"/> Lunch<br><input type="checkbox"/> Afterschool Snack |
| SCHOOL NAME<br>SCHOOL STREET ADDRESS<br>SCHOOL CITY<br>SCHOOL ZIP |                                                                            | <input type="checkbox"/> Elementary<br><input type="checkbox"/> Middle<br><input type="checkbox"/> High School<br><input type="checkbox"/> Ungraded            | <input type="checkbox"/> Grades K-5<br><input type="checkbox"/> Grades K-8<br><input type="checkbox"/> Grades 6-8<br><input type="checkbox"/> Grades 9-12            | <input type="checkbox"/> Breakfast<br><input type="checkbox"/> Lunch<br><input type="checkbox"/> Afterschool Snack                       |

The SFA will give Vendor advance written notice of any change to the sites or other information listed above.

## IFB MODIFICATION REQUEST

**Any changes to this IFB document in the form of additional requirements or specifications must be detailed here. Clearly identify the page, section name, and letter/number of the area of this IFB you want to change. Include any additional or more detailed documentation.**

| Page |  | Section Name | Purpose and Term | Letter/Number | Form 251 |
|------|--|--------------|------------------|---------------|----------|
|------|--|--------------|------------------|---------------|----------|

This solicitation of Vended Meals is specifically for Kosher Meals and must strictly follow the kosher dietary meal and preparation guidelines.

Vendor staff leads should possess Food ServSafe Certifications and provide evidence with their bid proposal.

The successful vendor will work closely with the Food Service Management Company (FSMC) for the district ,who will monitor the vended meal program for Food Safety, Meal Accountability and Quality Assurance for the District.

| Page |  | Section Name | Menus | Letter/Number | Form 251 |
|------|--|--------------|-------|---------------|----------|
|------|--|--------------|-------|---------------|----------|

Menu patterns should cycle every 2-3 weeks in order to provide meal variety to students. There must be separate Production Records for each meal pattern i.e. Pre-K, Kindergarten and Upper Grades.

| Page |  | Section Name | Delivery | Letter/Number | Form 251 |
|------|--|--------------|----------|---------------|----------|
|------|--|--------------|----------|---------------|----------|

At the time of delivery, there should be contact and consultation with school staff in order to take temperatures of food and to be sure all meals required have been delivered. The delivery person should load the provided refrigerators as needed prior to leaving the school.

Delivery vehicle should be equipped with warming/cooling units of some sort so the hot food is held hot and the cold food is held cold during transport.

### Bid Pricing Sheet

Vendor must complete and return with bid.

Vendor Name: \_\_\_\_\_

Vendor Authorized Signature: \_\_\_\_\_

| Meal Type | Grade Level | Price per Meal |
|-----------|-------------|----------------|
| Breakfast | Pre-K-5     |                |
| Breakfast | Pre-K-8     |                |
| Breakfast | 6-8         |                |
| Breakfast | 9-12        |                |

| Meal Type | Grade Level | Price per Meal |
|-----------|-------------|----------------|
| Lunch     | Pre-K-5     |                |
| Lunch     | Pre-K-8     |                |
| Lunch     | 6-8         |                |
| Lunch     | 9-12        |                |

| Meal Type          | Grade Level | Price per Meal |
|--------------------|-------------|----------------|
| After School Snack | Pre-K-12    |                |

# LAKEWOOD SCHOOL DISTRICT

2023-2024

August 16- Sixth Grade Orientation - 9:00 a.m.  
August 17-Freshman Orientation - 9:00 a.m.

## (16) September

- 1,5,6 All Staff Report Professional Day
- 4 Schools Closed- Labor Day
- 7 **First Day- All Students**
- 25 Schools Closed- Yom Kippur

September 5th - Preschool & Kindergarten Orientation  
Students will receive a schedule in the mail.

## (21) October

- 9 Schools Closed- Columbus Day

## (18) November

- 9, 10 Schools Closed- NJEA Convention
- 20,21,22 Parent Conferences/Shortened Days: PK through Grade 12
- 23, 24 Schools Closed Thanksgiving Break

## (15) December

- 22-29 Winter Break

## (21) January

- 1 Schools Closed- Winter break
- 15 Schools Closed- Martin Luther King Day

## (19) February

- 16, 19 Schools Closed- Presidents' Weekend

## (20) March

- 29 Schools Closed- Good Friday

## (14) April

- 1 Schools Closed- Easter Monday
- 22-30 Schools Closed- Spring Break

## (22) May

- 27 Schools Closed- Memorial Day

## (14) June

- 14-20 Shortened Day - **LHS & LMS ONLY**
- 17-20 Shortened Days- **ALL SCHOOLS**
- 19 Middle School Promotion
- 20 **High School Graduation**
- 20 **Last Day All**
- 21 District Closed- Juneteenth Observance

## February-24

| M  | T  | W  | T  | F  |
|----|----|----|----|----|
|    |    |    |    |    |
|    |    |    | 1  | 2  |
| 5  | 6  | 7  | 8  | 9  |
| 12 | 13 | 14 | 15 | 16 |
| 19 | 20 | 21 | 22 | 23 |
| 26 | 27 | 28 | 29 |    |

## March-24

| M  | T  | W  | T  | F  |
|----|----|----|----|----|
|    |    |    |    |    |
|    |    |    |    | 1  |
| 4  | 5  | 6  | 7  | 8  |
| 11 | 12 | 13 | 14 | 15 |
| 18 | 19 | 20 | 21 | 22 |
| 25 | 26 | 27 | 28 | 29 |

## April-24

| M  | T  | W  | T  | F  |
|----|----|----|----|----|
|    |    |    |    |    |
| 1  | 2  | 3  | 4  | 5  |
| 8  | 9  | 10 | 11 | 12 |
| 15 | 16 | 17 | 18 | 19 |
| 22 | 23 | 24 | 25 | 26 |
| 29 | 30 |    |    |    |

## May-24

| M  | T  | W  | T  | F  |
|----|----|----|----|----|
|    |    |    |    |    |
|    |    | 1  | 2  | 3  |
| 6  | 7  | 8  | 9  | 10 |
| 13 | 14 | 15 | 16 | 17 |
| 20 | 21 | 22 | 23 | 24 |
| 27 | 28 | 29 | 30 | 31 |

## June-24

| M  | T  | W  | T  | F  |
|----|----|----|----|----|
|    |    |    |    |    |
| 3  | 4  | 5  | 6  | 7  |
| 10 | 11 | 12 | 13 | 14 |
| 17 | 18 | 19 | 20 | 21 |
| 24 | 25 | 26 | 27 | 28 |

| September-23 |    |    |     |    |
|--------------|----|----|-----|----|
| M            | T  | W  | T   | F  |
|              |    |    |     | 1  |
| 4            | 5  | 6  | F-7 | 8  |
| 11           | 12 | 13 | 14  | 15 |
| 18           | 19 | 20 | 21  | 22 |
| 25           | 26 | 27 | 28  | 29 |
| October-23   |    |    |     |    |
| M            | T  | W  | T   | F  |
|              |    |    |     |    |
| 2            | 3  | 4  | 5   | 6  |
| 9            | 10 | 11 | 12  | 13 |
| 16           | 17 | 18 | 19  | 20 |
| 23           | 24 | 25 | 26  | 27 |
| 30           | 31 |    |     |    |
| November-23  |    |    |     |    |
| M            | T  | W  | T   | F  |
|              |    |    |     |    |
|              |    | 1  | 2   | 3  |
| 6            | 7  | 8  | 9   | 10 |
| 13           | 14 | 15 | 16  | 17 |
| 20           | 21 | 22 | 23  | 24 |
| 27           | 28 | 29 | 30  |    |
| December-23  |    |    |     |    |
| M            | T  | W  | T   | F  |
|              |    |    |     | 1  |
| 4            | 5  | 6  | 7   | 8  |
| 11           | 12 | 13 | 14  | 15 |
| 18           | 19 | 20 | 21  | 22 |
| 25           | 26 | 27 | 28  | 29 |
| January-24   |    |    |     |    |
| M            | T  | W  | T   | F  |
|              |    |    |     |    |
| 1            | 2  | 3  | 4   | 5  |
| 8            | 9  | 10 | 11  | 12 |
| 15           | 16 | 17 | 18  | 19 |
| 22           | 23 | 24 | 25  | 26 |
| 29           | 30 | 31 |     |    |

|                                                                                     |                          |
|-------------------------------------------------------------------------------------|--------------------------|
|  | Schools Closed           |
|  | Staff Report-No Students |
|  | Shortened day            |
|  | Snow Day                 |

### MARKING PERIODS

- 1st: Nov. 14 - 45 Days
- 2nd: Jan. 30 - 45 Days
- 3rd: April 8 - 45 Days
- 4th: June 20 - 45 Days

### PARENT CONFERENCES

- November 20, 21, 22
- HALF DAYS FOR PK - GRADE 12**

### Number of possible days

- 180- Students
- 183- Teachers

## DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

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

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

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

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), any person or entity (bidder) that submits a bid or proposal or otherwise proposes to enter into or renew a public contract must complete the certification below to attest, under penalty of perjury, that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is located at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. **Bidders must review this list prior to completing the below certification.** If the SFA board determines that a bidder submits a false certification, the board shall report the name of the bidder to the New Jersey Attorney General, who shall determine whether to bring a civil action against the person or entity to collect the penalty described in N.J.S.A. 52:32-59(a)(1).

### PART 1. PLEASE CHECK APPROPRIATE BOX

☐ I certify, pursuant to N.J.S.A. 52: 32-57, et seq. (P.L. 2012, c. 25 and P.L.2021, c.4), that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the New Jersey Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran ("Chapter 25 List"). I further certify that I am an officer or representative of the entity listed above and am 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 indicated above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran ("Chapter 25 List"). I will provide a detailed, accurate and precise description of the activities in Part 2 and sign and complete the Certification below. Failure to provide the information required in Part 2 will result in the contract not being awarded or renewed to the bidder and appropriate penalties, fines and/or sanctions may be assessed as provided by law.

### PART 2. INVESTMENT ACTIVITIES IN IRAN

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

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

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

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

3. Description of Activities: \_\_\_\_\_

4. Duration of Engagement: \_\_\_\_\_

5. Anticipated Cessation of Activity: \_\_\_\_\_

6. Bidder Contact Name: \_\_\_\_\_

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

☐ ADDITIONAL ACTIVITIES/CONTINUATION SHEETS (*Check this box if additional sheets are necessary to complete Part 2*): If more space is needed to describe the activities above or there are additional activities that require disclosure, please provide the description as attachments to this form, following the same format under part 2 above. Please number each attachment and affix to this form.

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

---

### **PART 3. CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Bidder and that the foregoing information and any attachments hereto are, to the best of my knowledge, true and complete. I acknowledge that \_\_\_\_\_ (*fill in the name of the SFA*) is relying on the information contained herein, and that the Bidder is under a continuing obligation from the date of this certification through the completion of a contract with the SFA to notify the SFA in writing of any changes to the information contained herein. I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the SFA, permitting the SFA, at its option, to declare any contract(s) resulting from this certification void and unenforceable.

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

2. Date: \_\_\_\_\_

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

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

5. Bidder: \_\_\_\_\_

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)

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

FSMC/Commercial Vendor Name

Name and Title of Authorized FSMC/Commercial Vendor Representative

Signature of Authorized Representative

Date

## Instructions for Certification

By signing and submitting this form, the prospective lower tier participant is providing the certification in accordance with these instructions.

1. The certification in this document is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).

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

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

6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Excluded Parties List System. The list is available on the internet at: <http://www.gao.gov/products/GAO-09-174>

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for authorized transactions referenced in paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

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

- (A) The offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication or agreement, with any other offeror or with any competitor relating to the prices; the intention to submit an offer; or the methods or factors used to calculate the prices offered;
  - (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor prior to opening (in the case of a sealed bid solicitation) or prior to contract award (in the case of a negotiated solicitation); and
  - (3) No attempt has been made or will be made by the offeror to induce any person or entity to submit or not to submit an offer for the purpose of restricting competition.
- (B) Each person signing this offer on behalf of the Food Service Management Company/Commercial Vendor certifies that:
- (1) He or she is the person in the offeror's organization responsible within the organization for determining the prices being offered in the bid or proposal and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
  - (2) He or she is not the person in the offeror's organization responsible within the organization for determining the prices being offered in the bid or proposal, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

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

**NAME OF FOOD SERVICE MANAGEMENT COMPANY (FSMC)/COMMERCIAL VENDOR (CV)**

**NAME OF FSMC'S/CV'S AUTHORIZED REPRESENTATIVE**

**SIGNATURE OF FSMC'S/CV'S AUTHORIZED REPRESENTATIVE**

**TITLE**

**DATE**

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

**NAME OF SCHOOL FOOD AUTHORITY**

**SIGNATURE OF AUTHORIZED REPRESENTATIVE**

**TITLE**

**DATE**

**NOTE: ACCEPTING A BIDDER'S OFFER DOES NOT CONSTITUTE AWARD OF THE CONTRACT.**

## DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB  
0348-0046

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

(See reverse for public burden disclosure.)

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

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

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

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

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

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

Approved by OMB  
0348-0046

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

**CERTIFICATION REGARDING LOBBYING  
CERTIFICATION FOR CONTRACTS, GRANTS, AND COOPERATIVE  
AGREEMENTS**

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

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

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

**Food Service Management Company/Commercial Vendor**

**Address of Food Service Management Company/Commercial Vendor**

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

**Town**

**State**

**Zip Code**

**Name of Submitting Official**

**Title of Submitting Official**

**Signature**

**Date**