

City of Jersey City
Department of Administration



2020

SUMMER FOOD SERVICE PROGRAM

BID
PACKET

BID PROPOSAL CHECK LIST

The following documents are to be completed and submitted with the bid proposal. Compliance shall be indicated by placing initials on the line preceding each item.

Item	Bidder Initials	Purchasing Review
List of Prices*		
Grand Total Bid Price*		
Alternate(s) with supporting documentation, if applicable		
Substitutions, if applicable		
Bid Bond or Certified Check (cannot be for less than 5 % nor more than 10 percent of the amount of the bid)*		
PERFORMANCE BOND for 25% of the total bid amount*		
Non-Collusion Affidavit properly notarized		
Statement of Ownership Disclosure*		
Disclosure of Investment Activities in Iran Form		
Mandatory Equal Employment Opportunity Language		
Americans with Disabilities Act		
With bid or after notification of award but prior to signing a contract, submit a photocopy of one of the following three documents: <ul style="list-style-type: none"> a. A valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or b. Unexpired Certificate of Employee Information Report; or c. Employee Information Report (Form AA 302) and if first time doing business with Jersey City 		
New Jersey Business Registration Certificate		
M/WBE Questionnaire for Bidders (*submit with Bid Proposals or within 24 hour of Bid Opening)		
Written Acknowledgement of Receipt of Addenda*		
Certification Regarding Suspension/Debarment (Must be notarized and submitted with bid only if total bid amount exceeds \$100,000)		

Failure to include the bid documents listed immediately above that are marked with an asterisk () shall result in the automatic rejection of the bid at the time of the bid reception.

2020
SUMMER FOOD SERVICE PROGRAM

NOTICE TO BIDDERS

The City of Jersey City – Department of Health & Human Services, an approved sponsor in the State of New Jersey invites the submission of sealed bids for prepackaged breakfast and lunch meals meeting program requirements as described in the bid specifications and contract. Bids containing dual prices for one meal type that are tied to a sponsor's ultimate level of meal service will be rejected. FSMC submitting bids must be registered in the State of New Jersey to participate in the 2020 Program. These meals are to be served to 4,202 children in the Summer Food Service Program, Monday through Friday. Delivery is to be as per bid specifications and contract. Specifications and contract may be obtained as of Tuesday, May 26, 2020 from www.Bidsync.com. Sealed bids clearly marked on the outside envelope SFSP, along with a sample lunch are to be received by Tuesday, June 9, 2020 at 11:00 AM a Division of Purchasing, 394 Central Avenue, 3rd Floor, Jersey City, NJ 07307.

Questions by prospective bidders concerning this bid must be done on-line at www.bidsync.com.

Contract Documents, Specifications, and Bid Forms may be downloaded by going on-line to www.bidsync.com. Bid Plans/Drawings (if any) may be obtained at the Office of the Acting Director of Purchasing, 394 Central Avenue, Third Floor, Jersey City, New Jersey 07307, (201)-547-4439 or (201)-547-5155.

Prospective bidders must download bid specifications and all addenda from www.Bidsync.com. Failure to download bid specifications and acknowledge receipt of addenda shall result in bid rejection.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. Full requirements of the Equal Employment Opportunity and Affirmative Action Programs are incorporated herein by reference and may be obtained with Proposal Form. Bidders are also required to comply with the requirements of P.L. 2004, c.57 (N.J.S.A. 52:32-44) which includes the requirement that contractors provide copies of their Business Registration Certificates issued by the New Jersey Department of the Treasury, as well as other provisions as listed in the Contract Documents.

Proposals **MUST BE ACCOMPANIED** by a Bid Bond or Certified Check, made payable to the City of Jersey City. Percent cannot be less than 5 percent nor more than 10 percent of the amount of the bid.

COVID-19 ADVISORY - ONLINE BID RECEPTIONS/PURCHASING LOCKBOX

In an effort to adhere to social distancing protocols and best practices imposed by City and State authorities, the City of Jersey City has canceled all public meetings and closed non-essential services as of March 16, 2020 until further notice. As a result, all bid receptions will be held virtually as video conferences with public access. Links to the online bid receptions appear on the City of Jersey City website at:

https://jerseycitynj.gov/CityHall/Clerk/publiccontracts/bid_openings

Bids may be sent by U.S. certified mail return receipt requested, or may be sent by private courier service to a dedicated lockbox located in the lobby of 394 Central Avenue, Jersey City. Mail bids to: Raquel Tosado, Acting Purchasing Agent, QPA, Division of Purchasing, 394 Central Avenue, Third Floor, Jersey City, New Jersey 07307. Proposals forwarded by facsimile or e-mail will not be accepted. Bids

sent by mail or courier service must be received by the Acting Purchasing Agent no later than 4:00 P.M. on the last City business day before the day of the bid reception or no later than 11:00 A.M. on the day of the bid reception. Mail/Courier services need to be instructed to hand deliver bid proposals to the dedicated lockbox. Office hours Monday thru Friday 9:00 am to 4:00pm. The City shall not be responsible for the loss, non-delivery or physical condition of bids sent by mail or courier service. Bids must be submitted individually in a sealed envelope addressed to the Acting Purchasing Agent. Bid proposals must comply with specifications. Any Bid Proposal received after the date and time specified will be returned, unopened, to the bidder.

The Acting Purchasing Agent reserves the right to reject any and all bids received, or portions thereof, if deemed to be in the best interest of the City to do so.

Once the Governor's Executive Order on social distancing, and the Mayor's emergency restrictions are lifted, the City will revert back to its normal bid opening procedures at the Purchasing Division; if this reversion becomes applicable to this bid, all vendors will be notified by issuing an addendum.

Raquel Tosado
Acting Director of Purchasing

Insert dates:
May 26 and 27, 2020

NJ SUMMER FOOD SERVICE PROGRAM
FOOD SERVICE MANAGEMENT COMPANY INVITATION FOR BID AND
CONTRACT

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Attachments

- Schedule A: Sites Where Program Will Operate
- Schedule B: USDA Food and Nutrition Service SFSP Meal Pattern
- Schedule C: Week 1 and Week 2 Cycle Menus
- Schedule D: Summer Food Service Program Food Specifications
- Schedule E: Transportation Certification
- Schedule F: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

This document is an invitation to food service management companies to bid for the furnishing of unitized meals to be served to children participating in the Summer Food Service Program (SFSP) authorized by Section 13 of the National School Lunch Act and operated under Part 225 of the United States Department of Agriculture (USDA) regulations. This document sets forth the requirements, terms and conditions applicable to the proposed procurement.

SPONSOR: _____ City of Jersey City _____
Legal Name of Sponsor

TERM OF CONTRACT: Start date: June 29, 2020 End date: August 21, 2020

SECTION A - INSTRUCTIONS TO BIDDERS

1. Definitions

As used herein:

- A. The term "bid" means the bidder's price offer and response to this Invitation for Bid (IFB).
- B. The term "bidder" means a food service management company submitting a bid in response to this IFB.
- C. The term "contractor" means a successful bidder who is awarded a contract by an SFSP sponsor.
- D. The term "food service management company" means any commercial enterprise or public or private nonprofit organization which contracts with a sponsor to prepare unitized meals, with or without milk, for use in the SFSP or to manage a sponsor's food service operations in accordance with the SFSP regulations.
- E. The term "sponsor" means a service institution which operates a meal service program under the SFSP.
- F. The term "unitized meal" means an individual proportioned meal consisting of a single serving of a combination of foods meeting the SFSP meal pattern requirements. Milk and/or juice may be unitized with other components or be delivered in bulk. The State Agency may approve exceptions to the unitized meal requirements for certain components of a meal, such as separate hot and cold packs.

2. Submission of Bids

- A. Bidders are expected to examine carefully the specifications, schedules, and attachments herein and to inform themselves as to all terms, conditions, and requirements before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the pleas of error. Neither law nor regulations make allowance for error either of omission or commission on the part of the bidders. In the case of error in estimated total prices in the bid, the unit price shall govern.
 - B. Bids must be executed and submitted in duplicate. Erasures on all copies must be initialed by the bidder prior to submission. Failure to do so may result in rejection of the bid. Changes to the IFB are not allowed. The bid must be securely sealed in a suitable envelope, addressed to the office issuing the IFB and marked on the outside with the name of the bidder, bid number and date and time of opening. If a bid is selected, this IFB and accompanying documents along with the bid will become the contract.
 - C. Bids over \$100,000 must be accompanied by a bid bond in an amount equal to the percentage of the total amount of the bid as specified on the Invitation for Bid Price Schedule, section G below. The bid bond must be from a surety company listed in the current U.S. Department of Treasury Circular 570. No other form of bid bond is acceptable (cash, letter of credit, trust account, land, etc.). Bid bonds will be returned (a) to unsuccessful bidders as soon as practicable after the opening of bids and (b) to the successful bidder upon execution of the contract and receipt of a performance bond.
 - D. A copy of a current State of New Jersey health and sanitation inspection report for the **FSMC's** food preparation facilities shall be submitted with the bid.
 - E. A sample lunch that meets the minimum requirements stated herein (unitized with or without milk) shall be submitted with the bid.
 - F. A copy of the bidder's registration letter issued by the State Agency shall be submitted with the bid.
- Failure to comply with any of the above shall be reason for rejection of the bid.

3. Explanation to Bidders

Any explanation desired by a bidder regarding the meaning or interpretation of the IFB specifications and requirements must be requested in writing prior to the bid opening and with enough time allowed for a written reply to reach all bidders before the bid opening. Any information given to a prospective bidder concerning the IFB will be provided to all prospective bidders as an amendment to the IFB if such information is necessary to bidders in submitting bids on the IFB or if the lack of such information would be prejudicial to uninformed bidders.

4. Bidders Having Interest in More Than One Bid

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

5. Pricing

Pricing shall be based on the cycle menus provided by the sponsor and described in Schedule C, attached hereto and made a part hereof. Deviation from the **sponsor's** cycle menu shall be permitted only upon authorization by the sponsor. The bid price per meal must include the price of food components, including milk and/or juice if a part of the unitized meal, packaging, transportation and all other related costs (e.g. condiments, utensils, etc.).

6. Estimated Number of Servings Per Day

The number of servings per day are the best-known estimates for meal requirements during the operating period. The sponsor does not guarantee orders for the estimated quantities and reserves the right to order meals in an amount more or less than that estimated at the beginning of the operating period. The maximum number of meals will be determined based on the approved level of meal service designated by the administering office of each site serving meals provided by the contractor. The contractor will be paid at the applicable unit price per meal rate for all meals delivered in accordance with this contract and the SFSP regulations.

7. Time for Receiving Bids

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

8. Evaluation of Bids/Award of Contract

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

9. Late Bids, Modifications of Bids and Withdrawal of Bids

- A. Any bid received after the exact time specified for receipt of bids will not be considered.
- B. Any modification of the IFB will not be accepted. A bid may be withdrawn prior to the exact time set for receipt of bids by telegram or in person by a bidder or an authorized representative, provided his or her identity is made known and he or she signs a receipt for the bid.
- C. A late modification of a successful bid which makes its terms more favorable to the sponsor will be considered at any time it is received and may be accepted.

SECTION B - SCOPE OF SERVICES

- 1. Contractor agrees to deliver unitized meals, with or without milk or juice to the locations specified on Schedule A, attached hereto and made a part hereof, subject to the terms and conditions of this solicitation.
- 2. All meals furnished must meet or exceed USDA meal pattern requirements set out in Schedule B, attached hereto and made a part hereof.
- 3. Contractor shall furnish meals as ordered by the sponsor during the period of operation specified on Schedule A.

SECTION C- GENERAL CONDITIONS

1. Term of Contract

This contract shall be for a period of 3 months as listed on page 2 of this contract.

2. Unit Prices per Meal

The unit prices per meal are fixed for the term of this contract. Any price change included as part of a renewal shall be based upon the price of the original contract as cumulatively adjusted prior to any previous adjustment or renewal, and shall not exceed:

For SFA's: the change in the Index Rate (as defined in Public Schools Contract Law, N.J.S.A. 18A:18A-1et seq.) for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed.

For non SFA's: the price adjustment percentage rate allowable using the CPI index found at www.bls.gov/cpi.

3. Meal Orders

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

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

4. Meal-Cycle Change Procedures

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

5. Noncompliance

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

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

6. Health Inspection, Supervisions and Inspection of Facility

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

7. Record Keeping

- A. Delivery tickets must be prepared by the contractor at a minimum in three copies: one for the contractor, one for the site personnel and one for the sponsor. Delivery tickets must be itemized to show the number of meals of each type delivered to each site. Designees of the sponsor at each site will check adequacy of delivery and meals before signing the delivery ticket. Invoices shall be accepted by the sponsor only if the accompanying delivery tickets have been signed by the **sponsor's designee at the site**.
- B. The contractor shall maintain records including delivery tickets, invoices, receipts, purchase orders, production records or other evidence to support payments and claims.
- C. The books and records of the contractor pertaining to this contract shall be available for inspection and audit by representatives of the State Agency, the U.S. Department of Agriculture, the sponsor and the U.S. General Accounting Office at any reasonable time and place for a period of three years from the date of **sponsor's** receipt of final payment or until the final resolution of any outstanding investigations or audits.

8. Method of Payment

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

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

The contractor shall provide the sponsor with a performance bond in the amount of 10% of the total estimated amount of the bid as specified on the Invitation for Bid Price Schedule, section G below.. The bond shall be executed by the contractor and a licensed surety company listed in the current U.S. Department of Treasury Circular 570. The bond shall be furnished not later than ten days following award of the contract. Upon satisfactory performance of the **contractor's contractual obligations and at the expiration of the contract term**, the contractor shall be entitled to cancellation of the performance bond.

10. Insurance, Indemnification

The contractor shall procure and maintain the following insurance.

- A. **Workers' Compensation** with NJ statutory limits covering all employees of Proposer and/or subcontractors and **Employers' Liability** in the amount of \$1,000,000.
- B. **Commercial General Liability** in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including Products and Completed Operations and Contractual Liability coverage. Commercial General Liability coverage must be written on a primary & non-contributory basis with a waiver of subrogation for the benefit of the city.
- C. **Automobile Liability** in the amount of \$1,000,000 combined single limit, for bodily injury and property damage, covering all owned, non-owned and/or hired automobiles used in the course of the project and/or contract work. Also, required are **Endorsements MCS-90 and CA-9948 Pollution Liability** – broadened coverage for covered autos.
- D. **Contractors Errors & Omissions** covering as insured the Contractor with not less than \$2,000,000.00 limit of liability per occurrence and in aggregate.
- E. The contractor shall indemnify the sponsor and the State of New Jersey against loss or damage including attorney fees and costs of litigation caused by negligent acts of the contractor or of the **contractor's agents** or employees.
- F. The contractor expressly agrees to defend any suit against the sponsor for personal injury, sickness or disease arising out of consumption or use of products purchased from the contractor (as well as suit for loss resulting from pilferage by the **contractor's employees**). The sponsor shall promptly notify the contractor and the New Jersey Department of Agriculture in writing of any claims against either the contractor or the sponsor, and if suit has been filed, shall forward to the contractor and the State Agency all papers received in connection therewith. The sponsor shall not incur expense or enter into settlement without the **contractor's consent, provided however, that if the contractor shall refuse or fail to defend**, the sponsor may defend, adjust or settle any such claim, and the costs thereby incurred, including reasonable attorney fees, will be charged to the contractor.

11. Availability of Funds

This contract is expressly made contingent upon adequate funding from federal, state and local sources. In the event adequate funding is not available, and the sponsor is unable to satisfy its financial obligation hereunder, the sponsor shall have the option to terminate this contract upon five days written notice to the contractor.

12. Emergencies

- A. In the event of unforeseen emergency circumstances, the contractor shall immediately notify the sponsor by telephone or fax of the following: (1) the impossibility of on-time delivery; (2) the circumstances precluding delivery; and (3) a statement of whether future deliveries will be affected. No payments will be made for deliveries made later than two hours after the specified start time for lunch and one hour after the specified start time began for breakfast and supplement.
- B. Emergency circumstances at the site precluding utilization of meals are the concern of the sponsor. The sponsor may cancel orders provided the contractor is contacted by 7:00 a.m. on the day of delivery or in **time to "hold" or "recall" delivery if mutually agreed upon between the sponsor and the contractor.**
- C. **Adjustments for emergency situations that affect the contractor's ability to deliver meals, or the sponsor's ability to utilize meals**, for periods longer than 24 hours will be mutually worked out between the contractor and sponsor.

13. Termination

- A. The sponsor reserves the right to terminate this contract if the contractor fails to comply with any of the requirements of this contract. The sponsor shall notify the contractor and surety company, if applicable, of specific instances of noncompliance in writing. In instances where the contractor has been notified of noncompliance with the terms of the contract and has not taken immediate corrective action, the sponsor shall have the right, upon written notice, of the immediate termination of the contract and the contractor or surety company, if applicable, shall be liable for any damages incurred by the sponsor.
- B. The sponsor may, by written notice to the contractor, terminate the right of the contractor to proceed under this contract, if it is found by the sponsor that gratuities in the form of entertainment, gifts or otherwise were offered or given by the contractor to any officer or employee of the sponsor with a view toward securing a contract or securing favorable treatment with respect to the award or renewal of the contract.
- C. In the event this contract is terminated as provided in paragraph (B) above, the sponsor shall be entitled (i) to pursue the same remedies against the contractor it could pursue in the event of breach of contract by

the contractor, and (ii) to a penalty in addition to any other damages in an amount which shall not be less than three nor more than ten times the costs incurred by the contractor in providing any such gratuities to any such officer or employee.

- D. The rights and remedies of the sponsor provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- E. The sponsor and the contractor agree that the sponsor may cancel this **contract within 72 hours' notice to the contractor** and with approval of the State Agency for any one or more of the following documented reasons:
- 1) The sponsor disallows 5 percent (5%) of all meals delivered in one week or 10 percent of any meal type for one week.
 - 2) The contractor fails to deliver any one meal type on any day without enough justification.
 - 3) Ten percent (10%) of the **sponsor's sites, over a one-week period**, receive meal delivery outside of the approved time.
 - 4) Five percent (5%) of the meals delivered over a one-week period did not follow the approved cycle menu (Schedule C).
 - 5) Any part of this contract was subcontracted to another company for the preparation of the meals.
- F. The contractor may cancel this contract for the following documented reason:
- An excess of five percent (5%) of the meals delivered over a one-week period, were disallowed by the State Agency and are attributed to the **sponsor's failure to** meet its responsibilities under this contract or its agreement with the State Agency.
- G. In the event of termination of this contract, the sponsor shall only be responsible for meals that have already been assembled and delivered in accordance with this contract.

14. Subcontracts and Assignments

- A. The contractor shall not subcontract for the total meal, with or without milk, or for the assembly of the meal, and shall not assign, without the advance written consent of the sponsor, this contract or any interest therein.
- B. In the event of any assignment, the contractor shall remain liable to the sponsor as principal for the performance of all obligations under this contract.
- C. Contractors that prepare and assemble frozen meals designed to be served hot may, with the approval of the State Agency, subcontract for the heating and delivery of pre-packaged meals for hot service. The heating and delivery must be performed by the same subcontractor.

15. Specifications

A. Packaging

- 1) Hot Meal Unit - Package suitable for maintaining meals in accordance with local health standards. Container and overlay should have an airtight closure, be of non-toxic material, and be capable of withstanding temperatures of 400 degrees (204 degrees Celsius) or higher.
- 2) Cold Meal Unit (or Unnecessary to Heat) - container and overlay to be plastic or paper and non-toxic.
- 3) Sandwich is to be individually wrapped in addition to the overlay on the container.
- 4) Cartons - Each carton to be labeled. Label to include:
 - i) **Processor's name and address (plant)**
 - ii) Item identity, meal type
 - iii) Date of production
 - iv) Quantity of individual units per carton
- 5) Meals shall be delivered with appropriate nonfood items: condiments, straws for milk, napkins, single service ware, etc. The sponsor shall insert the types of condiments that are necessary for the meals on Schedule C, Week 1 and Week 2 Cycle Menus.
- 6) Individual containers shall be delivered in cartons constructed to prevent damage to the containers inside. An equal number of containers must be in each carton, except one, which may have fewer to allow for the exact number of meals ordered.
- 7) The sponsor may require that the contractor provide means for maintaining adequate temperatures of meals after delivery for a period that covers said meal service (i.e. two hours for lunch, one hour for all other meal types).

- 8) All containers shall have, on file, the name of the supplier, the telephone number, and a product label specifying ingredients for any food product unitized for meals under this contract. The contractor shall be able to immediately supply this information to the sponsor, state agency or health department for any meal served at any site listed on Schedule A.
- 9) All components of a cold meal shall be unitized in a container before delivery to a site. The container and overlay shall be plastic, paper, non-toxic metallic or biodegradable material. Milk and/or juice may be enclosed in the unitized container.
- 10) All components of a hot meal shall be unitized on one or two containers before delivery to site. If two containers are used, one will store the hot portions and one will store the cold portions of the meal. The container and overlay should be an airtight closure and shall be aluminized or non-toxic metallic or biodegradable nonflammable material. Milk may be enclosed in the cold portion container.
- 11) Containers shall have the strength to prevent crushing of food and shall package the meals so that they are completely unexposed to the elements

B. Delivery

- 1) **Meals are to be delivered daily, unloaded and placed in the designated location by the contractor's personnel at each site listed on Schedule A.**
- 2) The contractor shall be responsible for the delivery of meals at the specified time. Adequate refrigeration or heating shall be provided during delivery of all food to ensure that wholesomeness of food at the time of delivery in accordance with state and/or local health codes.
- 3) The sponsor reserves the right to add or delete food service sites by amendment to the initial list of approved sites on Schedule A and make changes in the approved level for the maximum number of meals which may be served under the program at each site. The sponsor shall notify contractor by providing an amendment to Schedule A of all sites which are approved, canceled or terminated after the acceptance of this contract and of any change in the approved level of meal service for a site. Such amendments shall be provided within 48 hours or less.
- 4) The delivery of more than one meal type per day at any site shall be made separately within one hour of the beginning of meal service for lunch and within one-half hour of the beginning of meal service for breakfast or supplement and in accordance with the serving time schedule (Schedule A). When holding facilities have been approved by the State Agency, the contractor can deliver two meal types together according to the meal service time for the early meals. When an emergency affects the ability of the contractor to deliver meals separately or the sponsor to utilize meals delivered separately, each situation is to be resolved by agreement of the contractor, sponsor and State Agency.
- 5) The contractor must provide the exact number of meals ordered. Counts of meals will be made by the sponsor at all sites before meals are accepted. Damaged or incomplete meals will not be included when the number of reimbursable meals is determined.
- 6) The contractor shall provide the sponsor with a separate listing of sites to be serviced by each delivery truck one week prior to the first day of meal service.
- 7) Hot and cold portions of meals must be delivered at the same time.
- 8) Cold meals shall be delivered at the site at a maximum temperature of 45 degrees Fahrenheit but shall not have a temperature of less than 32 degrees Fahrenheit at the scheduled time for meal service.
- 9) The vehicle and/or carton unitized to deliver cold meals shall have the capability of keeping the product below 45 degrees Fahrenheit until the time of site delivery.
- 10) Hot meals shall be delivered at the site at a temperature of at least 140 degrees Fahrenheit but shall not exceed 160 degrees Fahrenheit at the scheduled time for meal service.
- 11) The vehicle or carton utilized to deliver hot meals shall have the capability of keeping the product above 140 degrees Fahrenheit until the time of site delivery.

C. Food Preparation

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

D. Food Specifications

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

contain vitamins A and D at the levels specified by the Food and Drug Administration and consistent with state and local standards for such milk." Milk delivered hereunder shall conform to these specifications.

16. 7 CFR Part 225, Summer Food Service Program

The contractor shall comply with SFSP regulations 7 CFR Part 225, which are incorporated herein by reference.

17. Equal Employment Opportunity

The Contractor will comply with all applicable federal Equal Employment Opportunity standards and orders under 41 CFR Part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor and Executive Order 11246, as amended by Executive Order 11375.

18. Contract Work Hours and Safety Standards Act

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

19. Environmental Protection/Energy Conservation

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

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

20. Byrd Anti-Lobbying Amendment

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

SECTION D- CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

1. By submission of this offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
 - A. The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement, with any other offeror or with any competitor relating to those prices; the intention to submit an offer; or the methods or factors used to calculate the prices offered;
 - B. 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 bid opening (in the case of a sealed bid solicitation) or prior to contract award (in the case of a negotiated solicitation); and
 - C. 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.
2. Each person signing this offer on behalf of the Food Service Management Company certifies that:
 - A. He or she is the person in the offeror's organization responsible 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
 - B. He or she is not the person in the offeror's organization responsible 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 determination, whose names are inserted below, in certifying that such persons have not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above (insert the full name of the person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization); and he or she, as the authorized agent, does hereby certify on behalf of the person(s) stated above that they have not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; and he or she has not personally participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.
3. If the offeror deletes or modifies paragraph (A)(2) above, the offeror shall provide with its bid or proposal a signed statement setting forth in detail the circumstances of the disclosure.



Signature of Bidder's Authorized Representative

CEO

Title

6/4/20

Date

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

Signature of Authorized Sponsor Representative

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

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

SECTION E – BID SHEET UNIT PRICE INSTRUCTIONS

1. The sponsor shall enter the start date and the end date for the required delivery of meal service under this contract.
2. The sponsor shall fill in the number of anticipated operating days during the contract period for each quantity shown for each meal type.
3. The sponsor shall insert the appropriate number of meal servings based on historical data, if available. This shall be done for each meal type. The sponsor may use discretion in choosing the number of meal servings. The sponsor should only choose the amounts which are appropriate for its meal servings.
4. The bidder shall submit prices on the listed meal types based on the cycle menus set forth in Schedule C in the estimated quantities to be delivered to all the sites stated in Schedule A.
5. The bidder shall insert the appropriate unit prices in ink or typed for each meal type listed.
6. The bidder shall calculate the estimated total price for each meal type and the total estimated amount of the bid.

SECTION F

**NJDA SFSP FOOD SERVICE MANAGEMENT COMPANY INVITATION FOR BID
AND CONTRACT PRICE SCHEDULE**

SPONSOR		BID OPENING		
NAME: City of Jersey City, Dept. of Health & Human Services		BID ADVERTISING DATE: May 26, 2020	BID NUMBER	
AGREEMENT # 1720026		DATE: June 9, 2020		
ADDRESS (Include City, State, Zip Code) Dr. Martin Luther King Jr City Hall Annex, 1 Jackson Square, Jersey City, NJ 07305		TIME: 11:00 AM		
CONTACT NAME: Angela Davis		LOCATION: City of Jersey City, Division of Purchasing, 394 Central Avenue, 2 nd Floor, Jersey City, NJ 07307		
TELEPHONE NUMBER: 201-547-5838		TELEPHONE NUMBER: 201-547-5221		
BIDDER				
NAME Red Rabbit		SIGNATURE (In ink)		
STREET ADDRESS (Include City, State, Zip Code) 1751 Park Ave NY NY 10035		NAME (Print or Type) Rhys Powell		
TELEPHONE NUMBER 866.687.3372		TITLE CEO		
		DATE <u>6/9/20</u>		
UNIT PRICE SCHEDULE/CONTRACT DATES				
START DATE: June 29, 2020		END DATE: August 21, 2020		
MEAL TYPE	ESTIMATED NUMBER OF SERVINGS (MEALS) PER DAY	ESTIMATED NUMBER OF SERVING DAYS	UNIT PRICE	ESTIMATED TOTAL PRICE PER MEAL
Breakfast	4,072	39	\$1.75	\$277,914.00
Lunch	4,202	39	\$2.94 <u>2.93</u>	\$481,801.32 <u>→ 480,162.54</u>
			Estimated Total	\$ 759,715.32 <u>→ 758,076.54</u>
MEAL TYPE	ESTIMATED NUMBER OF SERVINGS (MEALS) PER DAY	ESTIMATED NUMBER OF SERVING DAYS	UNIT PRICE	ESTIMATED TOTAL PRICE PER MEAL
			Estimated Total	\$
TOTAL ESTIMATED AMOUNT OF BID (TO BE INSERTED BY THE BIDDER)				\$ 759,715.32 <u>→ 758,076.54</u>
BID BOND PERCENTAGE REQUIRED (Sponsor shall insert appropriate percentage from 5% to 10/%) Bid Bond <u>10</u> %		PERFORMANCE BOND PERCENTAGE REQUIRED Performance Bond <u>25</u> %		
ACCEPTANCE				
Sponsor and FSMC agree to abide by all provisions, specifications and stipulations in the attached Contract, its Attachments A, B, C, D, E and F and the Bidding Requirements and Specifications which are expressly made part of this Contract.				
CONTRACT NUMBER		NAME (Print)		
SPONSOR SIGNATURE		TITLE		DATE

CHEDULE A

NJ SUMMER FOOD SERVICE PROGRAM SITES WHERE PROGRAM WILL OPERATE

Each Copy of Schedule A

SPONSOR:										AGREEMENT #			
NAME OF SITE	ADDRESS	PHONE #	AUTHORIZED DESIGNEE	DATES		DAYS OF WEEK	TYPE(S) AND QUANTITY			SERVE TIME FOR EACH MEAL TYPE	HOLDING FACILITIES		SPECIAL PROVISIONS
				BEGIN	END		OF MEALS				YES	NO	
Marrie Woods	65-67 Ruby Brown Terrace Jersey City, NJ 07305	201-920-2997	Betty Martin	7/6/20	8/14/20	5	Breakfast – 70 Lunch - 70			B –9:00AM L –12:00PM	Yes		Ice
Div Em Lotz	116 Greenville Ave. Jersey City, NJ 07305	201-402-8102	Verna Frager-Dale	6/29/20	8/7/20	5	Breakfast – 35 Lunch – 35			B- 9:00AM L –12:00PM		No	Ice
Urban Behavioral Health Services	134 Ocean Ave. Jersey City, NJ 07305	201-898-3610	Gloria Walton	6/29/20	8/21/20	5	Breakfast – 60 Lunch – 60			B- 9:00AM L –12:00PM		No	Ice
Monumental Baptist Church	121-127 Lafayette St. Jersey City, NJ 07304	201-332-1870	Diane Hinton	7/6/20	7/24/20	5	Breakfast – 110 Lunch – 110			B –8:00AM L – 1:00PM		No	Ice
Future Stars Day Care	123 Brunswick St. Jersey City, NJ 07302	201-876-9292	Judy Ortiz	6/29/20	8/14/20	5	Breakfast – 20 Lunch – 20			B –8:00AM L –12:00PM		No	Ice
Eds Golden Age Learning Center	498 Central Ave. Jersey City, NJ 07307	201-659-1133	Estela Alvarez	6/29/20	8/14/20	5	Breakfast – 20 Lunch – 20			B – 8:30AM L –12:30PM		No	Ice
Precious Moments Child Care Services	113 Sterling Ave. Jersey City, NJ 07305	201-451-8287	Dora Statham	6/29/20	8/14/20	5	Breakfast – 40 Lunch – 40			B –8:00AM L –12:00PM		No	Ice
Gloria Robinson Court	322 Duncan Ave. Jersey City, NJ 07304	973-756-7233	LaBrea Haynes Williams	7/1/20	8/14/20	5	Breakfast – 20 Lunch – 20			B –9:30AM L –1:00PM	Yes		Ice
Triangle Park Community Center	247 Old Bergen Rd. Jersey City, NJ 07305	201-994-4302	Monica Shaw	7/6/20	8/14/20	5	Breakfast – 25 Lunch – 25			B –8:15AM L –12:00PM		No	Ice
The Kennedy Dancers	79 Central Ave. Jersey City, NJ 07306	201-659-2190	Diane Dragone	7/6/20	8/14/20	5	Breakfast – 35 Lunch – 35			B- 9:00AM L –12:30PM		No	Ice
Community Treasures	450 Martin L. King Dr. Jersey City, NJ 07304	201-423-0360	Tina Nalls	6/29/20	8/21/20	5	Breakfast – 35 Lunch – 35			B- 9:00AM L –12:00PM		No	Ice
St. Mark's Summer Camp	43 Charles St. Jersey City, NJ 07307	201-798-9437	Arlene Rodriguez	6/29/20	8/21/20	5	Breakfast – 25 Lunch – 25			B – 8:30AM L –12:30PM		No	Ice
St. Mark's Summer Camp	427 Westside Ave. Jersey City, NJ 07305	646-387-4807	Marina Wassef	6/29/20	7/31/20	5	Breakfast – 60 Lunch – 60			B –9:00AM L –12:00PM		No	Ice

SCHEDULE A

NJ SUMMER FOOD SERVICE PROGRAM SITES WHERE PROGRAM WILL OPERATE

Attach Copy of Schedule A

SPONSOR:											AGREEMENT #			
NAME OF SITE	ADDRESS	PHONE #	AUTHORIZED DESIGNEE	DATES		DAYS OF WEEK	TYPE(S) AND QUANTITY OF MEALS			SERVE TIME FOR EACH MEAL TYPE	HOLDING FACILITIES		SPECIAL PROVISIONS	
				BEGIN	END						YES	NO		
Trinity Faith Church	1944 John F. Kennedy Blvd. Jersey City, NJ 07305	201-209-0404	Theresa Reather	6/29/20	8/21/20	5	Breakfast – 30 Lunch – 30				B – 8:30AM L -11:30AM		No	Ice
Kidz Academy	793 Westside Ave. Jersey City, NJ 07306	201-839-5102	Sabrina Benthall	6/29/20	8/21/20	5	Breakfast – 32 Lunch – 32				B – 8:30AM L -11:30AM		No	Ice
Better Tomorrows	557 Montgomery St. Jersey City, NJ 07302	201-306-1653	Robert Mangomo	6/29/20	8/21/20	5	Breakfast – 30 Lunch – 30				B- 9:00AM L –12:00PM		No	Ice
St. George & St. Shenouda Summer Camp	150 Vroom St. Jersey City, NJ 07306	973-508-0748	Johny Yaccoub	6/29/20	8/14/20	5	Breakfast – 50 Lunch – 50				B- 9:00AM L –12:30PM		No	Ice
Jersey City Housing Authority	400 US Highway, Jersey City, NJ 07306	201-706-4696	Daniel Massop	6/29/20	8/21/20	5	Breakfast – 40 Lunch – 40				B- 9:00AM L –12:00PM	Yes		Ice
Educational Arts Team – Camp Liberty	300 Morris Pesin Dr. Jersey City, NJ 07305	201-432-1912	Teresa Lyon	6/29/20	8/14/20	5	Lunch – 70				L –12:00PM		No	Ice
Bergen-Lafayette Montessori School	324 Communipaw Ave. Jersey City, NJ 07304	201-706-3403	Rina Torrento	6/29/20	7/24/20	5	Breakfast – 30 Lunch – 30				B- 9:30AM L –12:30PM		No	Ice
Hudson Gardens	29 Palisade Ave. Jersey City, NJ 07306	646-818-1692	Monique Greene	7/6/20	8/14/20	5	Breakfast – 40 Lunch – 40				B –9:15AM L –12:15PM	Yes		Ice
BelovED Community Charter School	508 Grand St. Jersey City, NJ 07302	908-410-0377	Bill Fitzpatrick	7/6/20	7/31/20	5	Breakfast – 160 Lunch – 160				B – 8:00AM L –11:15AM	Yes		Ice
MS # 4	107 Bright St. Jersey City, NJ 07302	201-547-5003	Lucinda McLaughlin	7/6/20	8/14/20	5	Breakfast – 110 Lunch – 110				B- 9:00AM L –12:00PM	Yes		Ice
PS # 22	246 Van Horne St. Jersey City, NJ 07304	201-547-5003	Lucinda McLaughlin	7/6/20	8/14/20	5	Breakfast – 110 Lunch – 110				B- 9:00AM L –12:00PM	Yes		Ice
PS # 6	100 St. Pauls Ave. Jersey City, NJ 07306	201-547-5003	Lucinda McLaughlin	7/6/20	8/14/20	5	Breakfast – 110 Lunch – 110				B- 9:00AM L –12:00PM	Yes		Ice
PS # 27	201 North St. Jersey City, NJ 07307	201-547-5003	Lucinda McLaughlin	7/6/20	8/14/20	5	Breakfast – 110 Lunch – 110				B- 9:00AM L –12:00PM	Yes		Ice

SCHEDULE A

NJ SUMMER FOOD SERVICE PROGRAM SITES WHERE PROGRAM WILL OPERATE

Attach Copy of Schedule A

SPONSOR:								AGREEMENT #					
NAME OF SITE	ADDRESS	PHONE #	AUTHORIZED DESIGNEE	DATES		DAYS OF WEEK	TYPE(S) AND QUANTITY			SERVE TIME FOR EACH MEAL TYPE	HOLDING FACILITIES		SPECIAL PROVISIONS
				BEGIN	END		OF MEALS				YES	NO	
Webb Washington Summer	364 Randolph Ave. Jersey City, NJ 07304	201-598- 9272	LaVern Webb Washington	7/20/20	8/14/20	5	Breakfast – 80 Lunch – 80			B –8:00AM L –12:00PM		No	Ice
Hudson County Summer Tennis Camp	Lincoln Park Tennis Center, Westside Ave. Jersey City, NJ 07304	201-927- 1553	Jack Waltz	7/1/20	8/14/20	5	Breakfast – 160 Lunch – 160			B – 8:30AM L –11:30AM		No	Ice
Lil' Peoples Summer Camp	179 Bramhall Ave. Jersey City, NJ 07304	201-328- 5458	Doris Ervin	6/29/20	8/21/20	5	Breakfast – 30 Lunch – 30			B –9:00AM L –12:00PM		No	Ice
Dr. Lena Edwards Charter School	509 Bramhall Ave. Jersey City, NJ 07304	201-433- 5300	Mary Gurczeski	7/6/20	7/31/20	5	Breakfast – 60 Lunch – 60			B –7:30 AM L –11:30AM	Yes		Ice
New City Kids	240 Fairmount Ave. Jersey City, NJ 07306	201-547- 5289	Shawn Hopkins	7/1/20	7/31/20	5	Breakfast – 110 Lunch – 110			B –8:30AM L –12:00PM		No	Ice
Better Tomorrows at the Communities at Lafayette	471 Pacific Ave. Jersey City, NJ 07304	201-423- 1649	Marionne Fernandez	7/6/20	8/13/20	4	Breakfast – 30 Lunch – 30			B –9:15AM L –12:15PM		No	Ice
Haven Adolescent Community Respite Center	13 Roosevelt Ave. Jersey City, NJ 07304	626-299- 0260	Jessica Taube	6/29/20	8/21/20	5	Lunch – 60 P.M. Supp. – 60			L –11:00AM PM–3:00PM		No	Ice
Playscape	221 Mallory Ave. Jersey City, NJ 07304	201-913- 8330	Argelyn Tecson	6/29/20	8/21/20	5	Breakfast – 35 Lunch – 35			B – 8:30AM L –11:30AM		No	Ice
Universal Full Gospel Church	177 Martin L. King Dr. Jersey City, NJ 07305	201-435- 7314	Mary Freeman	6/29/20	8/21/20	5	Breakfast – 60 Lunch – 60			B –9:00AM L –12:30PM		No	Ice
Team Wilderness	2641 John F. Kennedy Blvd. Jersey City, NJ 07306	808-832- 6945	Steve Cunningham	7/20/20	8/14/20	5	Breakfast – 40 Lunch – 40			B –9:00AM L –12:00PM		No	Ice
Urban League of Hudson County	253 Martin L. King Dr. Jersey City, NJ 07305	201-451- 8888	Lamont Fields	7/6/20	8/14/20	5	Breakfast – 40 Lunch – 40			B –8:30AM L –12:30PM		No	Ice
New Millennium	45-47 Madison Ave. Jersey City, NJ 07304	201-682- 2816	Donna Hardy	7/1/20	8/14/20	5	Breakfast – 100 Lunch – 100			B –8:30AM L –12:00PM		No	Ice

SCHEDULE A**NJ SUMMER FOOD SERVICE PROGRAM
SITES WHERE PROGRAM WILL
OPERATE***Attach Copy of Schedule A*

SPONSOR:									AGREEMENT #				
NAME OF SITE	ADDRESS	PHONE #	AUTHORIZED DESIGNEE	DATES		DAYS OF WEEK	TYPE(S) AND QUANTITY			SERVE TIME FOR EACH MEAL TYPE	HOLDING FACILITIE S		SPECIAL PROVISIONS
				BEGIN	END		OF MEALS				YES	NO	
PS # 39	214 Plainfield Ave. Jersey City, NJ 07306	201-547- 5003	Lucinda McLaughlin	7/6/20	8/14/20	5	Breakfast – 110 Lunch – 110			B- 9:00AM L –12:00PM	Yes		Ice
PS # 41	59 Wilkinson Ave. Jersey City, NJ 07305	201-547- 5003	Lucinda McLaughlin	7/6/20	8/14/20	5	Breakfast – 110 Lunch – 110			B- 9:00AM L –12:00PM	Yes		Ice
Pershing Field	201 Central Ave. Jersey City, NJ 07306	201-547- 5003	Lucinda McLaughlin	7/6/20	8/14/20	5	Breakfast – 100 Lunch – 100			B- 9:00AM L –12:00PM		No	Ice
Marion Grounds	73 Dales Ave. Jersey City, NJ 07305	201-547- 5003	Lucinda McLaughlin	7/6/20	8/14/20	5	Breakfast – 70 Lunch – 70			B- 9:00AM L –12:00PM	Yes		Ice
Booker T. Washington	74 Fremont St. Jersey City, NJ 07305	201-547- 5003	Lucinda McLaughlin	7/6/20	8/14/20	5	Breakfast – 70 Lunch – 70			B- 9:00AM L –12:00PM	Yes		Ice
Johnston Pool	303 Van Horne St. Jersey City, NJ 07304	201-547- 5003	Lucinda McLaughlin	7/6/20	8/14/20	5	Breakfast – 110 Lunch – 110			B- 9:00AM L –12:00PM		No	Ice
MS # 7 Project GLAD	222 Laidlaw Ave. Jersey City, NJ 07307	201-547- 5003	Lucinda McLaughlin	7/6/20	8/14/20	5	Breakfast – 140 Lunch – 140			B- 9:00AM L –12:00PM	Yes		Ice
PS # 28	167 Hancock Ave. Jersey City, NJ 07307	201-547- 5003	Lucinda McLaughlin	7/6/20	8/14/20	5	Breakfast – 110 Lunch – 110			B- 9:00AM L –12:00PM	Yes		Ice
PS # 5	182 Merseles Ave. Jersey City, NJ 07302	201-547- 5003	Lucinda McLaughlin	7/6/20	8/14/20	5	Breakfast – 110 Lunch – 110			B- 9:00AM L –12:00PM	Yes		Ice
PS # 20	239 Ocean Ave. Jersey City, NJ 07305	201-547- 5003	Lucinda McLaughlin	7/6/20	8/14/20	5	Breakfast – 110 Lunch – 110			B- 9:00AM L –12:00PM	Yes		Ice
PS # 40	88 Gates Ave. Jersey City, NJ 07305	201-547- 5003	Lucinda McLaughlin	7/6/20	8/14/20	5	Breakfast – 110 Lunch – 110			B- 9:00AM L –12:00PM	Yes		Ice
PS # 17	600 Bergen Ave. Jersey City, NJ 07304	201-547- 5003	Lucinda McLaughlin	7/6/20	8/14/20	5	Breakfast – 110 Lunch – 110			B- 9:00AM L –12:00PM	Yes		Ice
City Hall Annex	1 Jackson Square, Jersey City, NJ 07305	201-547- 6809	Destini Lozada	6/29/20	8/21/20	5	Breakfast – 60 Lunch – 60			B- 9:00AM L –12:00PM		No	Ice

**NJ SUMMER FOOD SERVICE PROGRAM
SITES WHERE PROGRAM WILL OPERATE**

Attach Copy of Schedule A

SPONSOR:											AGREEMENT #			
NAME OF SITE	ADDRESS	PHONE #	AUTHORIZED DESIGNEE	DATES		DAYS OF WEEK	TYPE(S) AND QUANTITY				SERVE TIME FOR EACH MEAL TYPE	HOLDING FACILITIES		SPECIAL PROVISIONS
				BEGIN	END		OF MEALS					YES	NO	
City Hall	280 Grove St. Jersey City, NJ 07302	201-547-6809	Destini Lozada	6/29/20	8/21/20	5	Breakfast – 60 Lunch – 60				B- 9:00AM L –12:00PM		No	Ice
Apple Tree House	298 Academy St. Jersey City, NJ 07306	201-547-6809	Destini Lozada	6/29/20	8/21/20	5	Breakfast – 60 Lunch – 60				B- 9:00AM L –12:00PM		No	Ice
Joseph Connors Center	28 Paterson St. Jersey City, NJ 07307	201-547-6809	Destini Lozada	6/29/20	8/21/20	5	Breakfast – 60 Lunch – 60				B- 9:00AM L –12:00PM		No	Ice
Laureen Collier Center	335 Bergen Ave. Jersey City, NJ 07304	201-547-6809	Destini Lozada	6/29/20	8/21/20	5	Breakfast – 60 Lunch – 60				B- 9:00AM L –12:00PM	Yes		Ice
Boys & Girls Club	225 Morris Blvd. Jersey City, NJ 07302	201-333-4100	Alba O'Neill	6/29/20	8/21/20	5	Breakfast – 90 Lunch – 160				B –8:15AM L –12:15PM	Yes		Ice
CFPL Main Library	472 Jersey Ave. Jersey City, NJ 07302	201-985-3872	Tricia Clarke	6/29/20	8/21/20	5	Breakfast – 85 Lunch – 85				B- 9:00AM L –12:30PM		No	Ice
CFPL Cunningham Branch Library	275 Martin L. King Dr. Jersey City, NJ 07305	201-985-3872	Tricia Clarke	6/29/20	8/21/20	5	Breakfast – 75 Lunch – 75				B- 9:00AM L –12:00PM		No	Ice
CFPL Five Corners Branch Library	678 Newark Ave. Jersey City, NJ 07306	201-985-3872	Tricia Clarke	6/29/20	8/21/20	5	Breakfast – 85 Lunch – 85				B- 9:00AM L –12:00PM		No	Ice
CFPL Heights Branch Library	14 Zabriskie St. Jersey City, NJ 07307	201-985-3872	Tricia Clarke	6/29/20	8/21/20	5	Breakfast – 85 Lunch – 85				B- 9:00AM L –12:00PM		No	Ice
CFPL Miller Branch Library	489 Bergen Ave. Jersey City, NJ 07305	201-985-3872	Tricia Clarke	6/29/20	8/21/20	5	Breakfast – 85 Lunch – 85				B- 9:00AM L –12:00PM		No	Ice
CFPL Morgan Branch Library	1841 John F. Kennedy Blvd. Jersey City, NJ 07305	201-985-3872	Tricia Clarke	6/29/20	8/21/20	5	Breakfast – 85 Lunch – 85				B- 9:00AM L –12:00PM		No	Ice
CFPL Pavonia Branch Library	326 8 th St. Jersey City, NJ 07302	201-985-3872	Tricia Clarke	6/29/20	8/21/20	5	Breakfast – 85 Lunch – 85				B- 9:00AM L –12:00PM		No	Ice
CFPL Lafayette Branch Library	307 Pacific Ave. Jersey City, NJ 07304	201-985-3872	Tricia Clarke	6/29/20	8/21/20	5	Breakfast – 85 Lunch – 85				B- 9:00AM L –12:00PM		No	Ice

USDA Food and Nutrition Service

NJ Summer Food Service Program (SFSP)

SCHEDULE B

Meal Patterns

Breakfast Meal Pattern

Select All Three Components for a Reimbursable Meal

1 milk	1 cup	fluid milk
1 fruit/vegetable	1/2 cup	juice, 1 and/or vegetable
1 grains/bread ²	1 slice 1 serving 3/4 cup 1/2 cup 1/2 cup	bread or cornbread or biscuit or roll or muffin or cold dry cereal or hot cooked cereal or pasta or noodles or grains

1. Fruit or vegetable juice must be full-strength.

2. Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.

Lunch or Supper Meal Pattern

Select All Four Components for a Reimbursable Meal

1 milk	1 cup	fluid milk
2 fruits/vegetables	3/4 cup	juice, 1 fruit and/or vegetable
1 grains/bread ²	1 slice 1 serving 1/2 cup 1/2 cup	bread or cornbread or biscuit or roll or muffin or hot cooked cereal or pasta or noodles or grains
1 meat/meat alternate	2 oz. 2 oz. 2 oz. 1 large 1/2 cup 4 Tbsp. 1 oz. 8 oz.	lean meat or poultry or fish 3 or alternate protein product or cheese or egg or cooked dry beans or peas or peanut or other nut or seed butter or nuts and/or seeds 4 or yogurt 5

1. Fruit or vegetable juice must be full-strength. Full strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.

2. Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.

3. A serving consists of the edible portion of cooked lean meat or poultry or fish.

4. Nuts and seeds may meet only one-half of the total meat/meat alternate serving and must be combined with another meat/meat alternate to fulfill the lunch or supper requirement.

5 Yogurt may be plain or flavored, unsweetened or sweetened.

Snack (Supplement) Meal Pattern

Select Two of the Four Components for a Reimbursable Snack

1 milk	1 cup	fluid milk
¹ fruit/vegetable	3/4 cup	juice, ¹ fruit and/or vegetable
1 grains/bread ²	1 slice	bread or cornbread or biscuit or roll or muffin or

	1 serving	cold dry cereal or
	3/4 cup	hot cooked cereal or
	1/2 cup	pasta or noodles or grains
	1/2 cup	
1 meat/meat alternate	1 oz.	lean meat or poultry or fish ³ or
	1 oz.	alternate protein product or
	1 oz.	cheese or
	1/2 large	egg or
	1/4 cup	cooked dry beans or peas or
	2 Tbsp.	peanut or other nut or seed butter or
	1 oz.	nuts and/or seeds or
	4 oz.	yogurt 4

-
1. Fruit or vegetable juice must be full-strength. Juice cannot be served when milk is the only other snack component.
 2. Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.
 3. A serving consists of the edible portion of cooked lean meat or poultry or fish.
 4. Yogurt may be plain or flavored, unsweetened or sweetened.

NJ SUMMER FOOD SERVICE PROGRAM

SCHEDULE C

Attach A Copy of Week 1 and 2 Cycle Menus

NEW JERSEY DEPARTMENT OF AGRICULTURE
 DIVISION OF FOOD & NUTRITION
 SUMMER FOOD SERVICE PROGRAM
 PO BOX 334
 TRENTON NJ, 08625-0334

STATE AGENCY USE ONLY:
 Approved by _____ Date _____
 Expiration Date _____
 MO/DAY/YR

Sponsor City of Jersey City
 Agreement # 17200026
 Telephone 201-547-5838

SCHEDULE C
TEN DAY MENU PLANNER

WEEK 1 <input checked="" type="checkbox"/>		2 <input type="checkbox"/>		DAY 1		DAY 2		DAY 3		DAY 4		DAY 5	
REQUIRED COMPONENTS				Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size
B F A S T	1. Juice or Fruit or Vegetables (2)			Mandarin oranges	1/2 c 4ozs.	Apple slices	1/2 c 4ozs.	Mixed fruit cup-pear, pineapple, peach	1/2 c 4ozs.	Banana	1/2 c 4ozs.	Applesauce	1/2 c 4ozs.
	2. Bread or Bread Alternate (3)			Cold whole grain cereal	1 serv.	Blueberry muffin	1 serv.	Granola cereal w/ yogurt	1 serv.	Whole wheat bagel	1 serv.	Cold whole grain cereal	1 serv.
	3. Milk			Low-fat 1% milk	8 ozs.	Low-fat 1% milk	8 ozs.	Low-fat 1% milk	8 ozs.	Low-fat 1% milk	8 ozs.	Low-fat 1% milk	8 ozs.
A M S E L E C T 2	1. Milk				8 ozs.		8 ozs.		8 ozs.		8 ozs.		8 ozs.
	2. Juice or Fruit or Vegetable (2)				3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.
	3. Bread or Bread Alternate (3)				1 serv.		1 serv.		1 serv.		1 serv.		1 serv.
	4. Meat or Meat Alternate (1)				1 oz.		1 oz.		1 oz.		1 oz.		1 oz.
L U N C H	1. Meat or Meat Alternate (1)			Sunbutter and jelly, mozzarella cheese stick	2 ozs.	Roast beef	2 ozs.	Chicken breast	2 ozs.	Turkey ham with American cheese	2 ozs.	Grilled chicken slices	2 ozs.
	2. Juice or Fruit or Vegetable (2)			Banana	1/2 c 4ozs.	Pear slices	1/2 c 4ozs.	Pineapple slices	1/2 c 4ozs.	Mixed fruit cup-pear, pineapple, peach	1/2 c 4ozs.	Plum	1/2 c 4ozs.
	3. Fruit or Vegetable			Baby carrots w/ hummus	1/4 c 2ozs.	Lettuce and tomato	1/4 c 2ozs.	Celery sticks w/ fat-free ranch dressing	1/4 c 2ozs.	Lettuce and tomato	1/4 c 2ozs.	Salad greens w/ cherry tomato and cucumber	1/4 c 2ozs.
	4. Bread or Bread Alternate (3)			Whole grain slice (2)	1 serv.	Whole grain roll	1 serv.	Whole grain pita (2)	1 serv.	Whole wheat roll	1 serv.	Whole grain roll (1)	1 serv.
	5. Milk			Low-fat 1% milk	8 ozs.	Fat-free chocolate milk	8 ozs.	Low-fat 1% milk	8 ozs.	Fat-free chocolate milk	8 ozs.	Low-fat 1% milk	8 ozs.
P M S E L E C T 2	1. Milk				8 ozs.		8 ozs.		8 ozs.		8 ozs.		8 ozs.
	2. Juice or Fruit or Vegetable (2)				3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.
	3. Bread or Bread Alternate (3)				1 serv.		1 serv.		1 serv.		1 serv.		1 serv.
	4. Meat or Meat Alternate (1)				1 oz.		1 oz.		1 oz.		1 oz.		1 oz.
D I N N E R	1. Meat or Meat Alternate (1)				2 ozs.		2 ozs.		2 ozs.		2 ozs.		2 ozs.
	2. Juice or Fruit or Vegetable (2)				1/2 c 4ozs.		1/2 c 4ozs.		1/2 c 4ozs.		1/2 c 4ozs.		1/2 c 4ozs.
	3. Fruit or Vegetable				1/4 c 2ozs.		1/4 c 2ozs.		1/4 c 2ozs.		1/4 c 2ozs.		1/4 c 2ozs.
	4. Bread or Bread Alternate (3)				1 serv.		1 serv.		1 serv.		1 serv.		1 serv.
	5. Milk				8 ozs.		8 ozs.		8 ozs.		8 ozs.		8 ozs.

* PLEASE REFER TO SCHEDULE B OF THE AGREEMENT AND THE SFSP NUTRITION GUIDANCE FOR SPONSORS FOR PORTION REQUIREMENT
 * CHOOSE 2 COMPONENTS FOR SNACK / JUICE CANNOT BE SERVED IF MILK IS THE ONLY OTHER

(1) Cold cut meats with high water content, ie "Rolls" - Turkey Roll must = 2.5 ozs.
 (1) Peanut butter must = 4 tablespoons.
 (2) Juice for AM or PM snack must = 6 ozs.
 (3) Sandwiches require 2 servings of bread.
 (3) Cold dry cereal must = 3/4 cup.
 (2) Hot cereal must = 1/2 cup.

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WEEK 1 <input type="checkbox"/> 2 <input checked="" type="checkbox"/>		DAY 1		DAY 2		DAY 3		DAY 4		DAY 5	
REQUIRED COMPONENTS		Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size
B F A S T	1. Juice or Fruit or Vegetables (2)	Mandarin oranges	1/2 c 4ozs.	Applesauce	1/2 c 4ozs.	Sliced peaches fruit cup	1/2 c 4ozs.	Banana	1/2 c 4ozs.	Mixed fruit cup-pear, pineapple, peach	1/2 c 4ozs.
	2. Bread or Bread Alternate (3)	Oat flake cereal	1 serv.	Banana nut muffin	1 serv.	Cold whole grain cereal	1 serv.	Whole wheat bagel	1 serv.	Granola w/ yogurt	1 serv.
	3. Milk	Low-fat 1% milk	8 ozs.	Low-fat 1% milk	8 ozs.	Low-fat 1% milk	8 ozs.	Low-fat 1% milk	8 ozs.	Low-fat 1% milk	8 ozs.
A M S E L E C T 2	1. Milk		8 ozs.		8 ozs.		8 ozs.		8 ozs.		8 ozs.
	2. Juice or Fruit or Vegetable (2)		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.
	3. Bread or Bread Alternate (3)		1 serv.		1 serv.		1 serv.		1 serv.		1 serv.
	4. Meat or Meat Alternate (1)		1 oz.		1 oz.		1 oz.		1 oz.		1 oz.
L U N C H	1. Meat or Meat Alternate (1)	Sunbutter and jelly, mozzarella cheese stick	2 ozs.	Ham and American cheese	2 ozs.	Tuna salad	2 ozs.	Turkey breast	2 ozs.	Grilled chicken cesar wrap w/ parmesan cheese	2 ozs.
	2. Juice or Fruit or Vegetable (2)	Apple slices	1/2 c 4ozs.	Plum	1/2 c 4ozs.	Orange	1/2 c 4ozs.	Mixed fruit cup-pear, pineapple, peach	1/2 c 4ozs.	Pear slices fruit cup	1/2 c 4ozs.
	3. Fruit or Vegetable	Celery sticks w/ fat-free ranch dressing	1/4 c 2ozs.	Lettuce and tomato	1/4 c 2ozs.	Lettuce and tomato	1/4 c 2ozs.	Baby carrots w/ hummus	1/4 c 2ozs.	Lettuce, tomato, and shredded carrots	1/4 c 2ozs.
	4. Bread or Bread Alternate (3)	Whole grain slice (2)	1 serv.	Whole grain slice (2)	1 serv.	Whole grain slice (2)	1 serv.	Whole grain slice (2)	1 serv.	Whole grain wrap	1 serv.
	5. Milk	Low-fat 1% milk	8 ozs.	Fat-free chocolate milk	8 ozs.	Low-fat 1% milk	8 ozs.	Fat-free chocolate milk	8 ozs.	Low-fat 1% milk	8 ozs.
P M S E L E C T 2	1. Milk		8 ozs.		8 ozs.		8 ozs.		8 ozs.		8 ozs.
	2. Juice or Fruit or Vegetable (2)		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.
	3. Bread or Bread Alternate (3)		1 serv.		1 serv.		1 serv.		1 serv.		1 serv.
	4. Meat or Meat Alternate (1)		1 oz.		1 oz.		1 oz.		1 oz.		1 oz.
D I N N E R	1. Meat or Meat Alternate (1)		2 ozs.		2 ozs.		2 ozs.		2 ozs.		2 ozs.
	2. Juice or Fruit or Vegetable (2)		1/2 c 4ozs.		1/2 c 4ozs.		1/2 c 4ozs.		1/2 c 4ozs.		1/2 c 4ozs.
	3. Fruit or Vegetable		1/4 c 2ozs.		1/4 c 2ozs.		1/4 c 2ozs.		1/4 c 2ozs.		1/4 c 2ozs.
	4. Bread or Bread Alternate (3)		1 serv.		1 serv.		1 serv.		1 serv.		1 serv.
	5. Milk		8 ozs.		8 ozs.		8 ozs.		8 ozs.		8 ozs.

* PLEASE REFER TO SCHEDULE B OF THE AGREEMENT AND THE SFSP NUTRITION GUIDANCE FOR SPONSORS FOR PORTION REQUIREMENT
 * CHOOSE 2 COMPONENTS FOR SNACK / JUICE CANNOT BE SERVED IF MILK IS THE ONLY OTHER COMPONENT

(1) Cold cut meats with high water content, ie "Rolls" - Turkey Roll must = 2.5 ozs.
 (2) Peanut butter must = 4 tablespoons.
 (3) Cold dry cereal must = 3/4 cup.
 (3) Hot cereal must = 1/2 cup.

ENDNOTES

1. For the purposes of the requirement outlined in this table, a cup means a standard measuring cup.
2. Served as a beverage or on cereal or used in part for each purpose.
3. Served as a beverage.
4. Serve two or more kinds of vegetable or fruits or a combination of both. Full-strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement
5. Juice may not be served when milk is served as the only other component.
6. Bread, pasta or noodle products, and cereal grains (such as rice, bulgur, or corn grits) shall be whole-grain or enriched. Cornbread, biscuits, rolls, muffins, etc., shall be made with whole-grain or enriched meal or flour. Cereal shall be whole-grain, enriched or fortified. Serving sizes and equivalents will be in guidance materials to be distributed by FNS to State agencies.
7. Either volume (cup) or weight (ounces), whichever is less.
8. Must meet the requirements of 7 CFR 225 Appendix A.
9. Tree nuts and seeds that may be used as meat alternate are listed in Program guidance.
10. No more than 50 percent of the requirement shall be met with nuts or seeds. Nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement. For purposes of determining combinations, one ounce of nuts or seeds is equal to one ounce of cooked lean meat, poultry or fish.
11. Plain or flavored, unsweetened or sweetened.

SCHEDULE D

NJ SUMMER FOOD SERVICE PROGRAM

FOOD PRODUCT SPECIFICATIONS

Attached are food product quality specifications and food packaging and delivery specifications which are to be used in conjunction with menus prepared for vended programs participating in the Child Nutrition Programs.

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

Where applicable, reference is also made to either USDA, F.D.A. Standards of Identity. All meat and poultry products used must be produced in plants with USDA Meat and Poultry Inspection Service.

Reference is made to "brand names" of known quality for some foods. Products of equal quality may be used in place of these brand names.

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

BREAD/BREAD ALTERNATE AND CEREAL SPECIFICATIONS
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All bread/bread alternates are listed for one (1) serving size.

Rice Flake Cereal (ready to eat) - Unsweetened, individual boxes, $\frac{3}{4}$ cup each or 1 ounce, whichever is less. Made of whole-grain or enriched or fortified cereal. Can only be served for breakfast or snack.

English Muffin - Made of whole-grain or enriched flour or meal. Weigh at least 25 grams or 0.9 ounces and contains approximately 35 percent moisture OR 50 grams for 1 serving, 1.8 oz for 1 whole muffin for 2 servings.

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

Cornflakes - Individual boxes, $\frac{3}{4}$ cup each or 1 ounce, whichever is less. Made from cooked paste or pearled hominy, malt, sugar, and other seasonings. Select unsweetened cereal, made from whole-grain or enriched cereal. Can only be served for breakfast or snack.

Rye Bread - 1 slice - whole-grain or enriched bread. Each slice weighs at least 25 grams or 0.9 ounces and contains approximately 35 percent moisture.

Cinnamon Roll - Made of whole-grain or enriched flour or meal. This product will meet the "Standards of Identity" as defined by the Food and Drug Administration, DHWE, as indicated in the Code of Federal Regulations, Title 21, Part 17. Unfrosted weigh at least 50 grams or 1.8 ounces, frosted weigh 63 grams or 2.2 ounces, and contain approximately 35 percent moisture.

Bagel - Made of whole-grain or enriched flour. Weigh at least 25 grams or 0.9 ounces and contain approximately 35 percent moisture for $\frac{1}{2}$ bagel OR 50 grams, 108 ounces for a whole bagel.

Oat Flake Cereal (ready to eat) - Unsweetened, individual boxes, $\frac{3}{4}$ cup each or 1 ounce, whichever is less. Made of whole-grain or enriched or fortified cereal. Can only be served for breakfast or snack.

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

White Bread (enriched) 1 slice - Made of flour, shortening, sugar, yeast, salt and folic acid. Contain 62 percent total solids. "Enriched bread" must contain thiamin, riboflavin, niacin and iron. This product will meet the "Standards of Identity" as defined by the Food and Drug Administration, DHWE, Code of Federal Regulations, Title 21, Part 17. Each slice weighs at least 25 grams or 0.9 ounces and contains approximately 35 percent moisture.

Blueberry Muffin - Made of whole-grain or enriched flour or meal. Weigh at least 50 grams or 1.8 ounces (without blueberries) and contains approximately 35 percent moisture. This applies to all muffins except for corn muffins.

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

Peanut Butter Cookie* - (Plain cookie) Minimum of 31 grams (1.1 ounces) or cookies with nuts, raisins, chocolate pieces, and/or fruit puree 63 gm or 2.2 ounces. Predominant ingredient must be whole-grain or enriched meal or flour. Provide the nutrient content equivalent to iron, thiamin, riboflavin, and niacin present in 25 grams serving of enriched white bread.

Hamburger Buns (Sesame Seed Buns) Bun - Rolls are made from the specific yeast dough of the breads described on page 31. **Optional ingredients may be added. This product will meet the "Standards of Identity"** as defined by the Food and Drug Administration, DHEW, as indicated in the Federal Code of Regulations, Title 21, Part 17. ½ roll should weigh 25 grams or 0.9 ounces containing approximately 35 percent moisture and 1 roll should weigh 50 gm or 1.8 ounces.

Hard Rolls and Dinner Rolls (Soft) Roll - Must be made of whole-grain or enriched flour or meal. This product **will meet the "Standards of Identity" as defined by the Food and Drug Administration, DHEW,** as indicated in Code of Federal Regulations, Title 21, Part 17. Should have a minimum weight of 25 grams or 0.9 ounces and contain approximately 35 percent moisture.

Dessert Cookies* - (This refers only to the cookies included on the Lunch/Supper Menus) Minimum serving of 14 grams or ½ ounce. Must be made from enriched or whole-grain flour or meal or cereals. Cookies (plain) minimum serving of 31 grams or 1.1 ounce. Cookies (with nuts, raisins, chocolate pieces and/or fruit puree) minimum serving of 63 grams or 2.2 ounces

**Note: You cannot serve cookies as a bread alternate at breakfast, lunch, or supper. You may serve cookies as a bread alternate in the snack if the primary ingredient is a whole-grain enriched flour or meal and the minimum weight of a serving of cookies (plain) is 31 grams or 1.1 ounces. Cookies (with nuts, raisins, chocolate pieces and/or fruit puree) minimum serving of 63 grams or 2.2 ounces. USDA recommends that cookies as a bread be served as part of a snack no more than twice a week. USDA recommends that cookies as a bread be served as part of snack no more than once in two weeks.*

FRUIT/VEGETABLE SPECIFICATIONS

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

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

Celery Sticks - 3 sticks/each 4 inches long and ½ inch wide to equal ¼ cup serving. Bright, medium to light color. Fresh, firm, crisp branches. Free from noticeable blemishes or decay.

Carrot Sticks - 3 sticks/each 4 inches long X ½ inch wide to equal a ¼ cup serving.

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

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

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

Nectarine - 2 ¼ inches to diameter, size 88-96. One nectarine equals ½ cup serving (medium).

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

Apple Juice - 100 percent juice, pasteurized, fresh, canned, or reconstituted to single strength from concentrate (either canned or frozen concentrates) Clarified U.S. Grade A Fancy. Bright, typical color. Free from apple pulp, seeds or other sediments.

Orange - One orange equals ½ cup serving (medium), 138 counts.

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

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

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

Apricots - Two medium apricots, approximately 1 3/8-inch diameter, each, equal ½ cup serving.

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

Raisins - Seedless, U.S. Grade A, small. Bulk 2-2/3 ounces = ½ cup, individual packages, 1.3 – 1.5 ounces = ¼ cup fruit.

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

Tomato Slices - Large or extra-large, 2 ½ - 2 ¾ inch diameter. Slice in ¼ inch slices. Two slices = ¼ cup.

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

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

Lettuce, Head - One piece = ¼ cup.

Lettuce, Leaf - One large leaf, untrimmed = ¼ cup. 1-pound AP equals 0.66 pounds ready to serve raw lettuce.

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

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

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

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

Banana, petite - One banana, 150 count petite whole, equals. 3/8 cup fruit.

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

Purple Plum - One whole raw plum equals ½ cup fruit. Plums fresh purple, red or black size 45 and 50, 2 inches in diameter.

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

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

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

Peach - 2-1/8 inches diameter, small, size 88 and 84. One peach equal 3/8 cup (medium). One size 80 peach equals ½ cup fruit.

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

Pear - 2-1/4 to 2-3/8 inches diameter (150 count). One pear equals ½ cup serving (medium).

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

Apple - 2-1/2 inches diameter. One apple equals ½ cup (medium).

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

Tangerine - 2-3/8 inches in diameter. One tangerine equal 3/8 cup (medium, 120 count).

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

Grapes - Seedless, 14 grapes equal ½ cup, with seeds 12 grapes = ½ cup.

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

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

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

Watermelon - Approximately 27 lbs. each. 1/64 wedge = ½ cup.

MEAT/MEAT ALTERNATE SPECIFICATIONS

Meat Alternates

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

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

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

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

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

Poultry Items

Fried Chicken - 2 ounces (edible) cooked meat equals one serving. Cooked, frozen U.S. Grade A (Holly Farms or equals), the batter/breading shall consist of a flour type base with other ingredients as needed to product a desirable texture, flavor, and color. The finished product should be uniformly covered with batter and breading and have a uniform brown color, free from burnt areas. Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 381.166.

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

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

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

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

Meat Items

Corned Beef - 1-pound equals .42 pounds cooked lean meat. (Shur-Tenda brand or equal) (restaurant quality). Fully cooked, prepared from USDA Grade good or better. Processing - product must be processed in its entirety

in a plant operating under USDA's Animal and Plant Health Inspection Service (Meat and Poultry Inspection). Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Inspection Service) Part 319.100.

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

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

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

Boiled Ham, Cured, Boneless - 1.2 ounces unheated meal equals 1-ounce lean meat. **Thumann's brand or equal.** Selection No. 1 or Selection No. 2. The skinless, completely boneless, cured and smoked, fully cooked ham must be prepared from the regular short shank ham. The cured pork must be derived from sound, well-trimmed wholesale market and fabricated cuts. **Product must be processed in a plant operating under USDA's Meat Inspection Service. Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 319.104.** Yield on ham will vary depending if water added, 1.22 ounces ham water yields 1-ounce cooked ham, ham with natural juices 1.12 oz yields 1 oz lean ham.

Fish Items

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

SPECIFICATION - OTHER PRODUCTS

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

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

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

Yogurt - Plain, sweetened or flavored.

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

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

SCHEDULE E

NJ SUMMER FOOD SERVICE PROGRAM

TRANSPORTATION CERTIFICATION

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

Light commercial vans will be used for delivery. All food will be transported in food-grade containers

All meals will be transported in a way that complies with all local and state health regulations

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

1 to 10

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

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


No - This bid does not require the preparation of hot meals

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

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

Certification

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



 Signature of Bidder



 Date

SCHEDULE F

NJ Summer Food Service Program

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

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

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

Red Rabbit	
<i>FSMC/VENDOR Name</i>	
Rhys Powell CEO	
<i>Name and Title of Authorized FSMC/VENDOR Representative</i>	
	6/4/20
<i>FSMC/VENDOR Signature</i>	<i>Date</i>

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. 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 form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records 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.

Non-Collusion Affidavit


STATE OF NEW JERSEY
CITY OF JERSEY CITY ss:

I certify that I am Rhys Powell, President

of the firm of Red Rabbit LLC


the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A. 52: 34-25)

(Signature of respondent) 

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY JUNE 8th OF 2020

(TYPE OR PRINT NAME OF
AFFIANT UNDER SIGNATURE) RHYS POWELL

NOTARY PUBLIC OF 
MY COMMISSION EXPIRES: 20 .

CHARMAINE RAPHAEL
NOTARY PUBLIC STATE OF NEW YORK
NO. 01RA6217652
QUALIFIED IN THE COUNTY OF NEW YORK
COMMISSION EXPIRES FEBRUARY 16, 2022

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

EXHIBIT B:
OWNERSHIP DISCLOSURE CERTIFICATION TO BE SUBMITTED WITH PROPOSAL

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: Red Rabbit

Organization Address: 1751 Park Ave NY NY 10035

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

- 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
Rhys Powell	2280 8th Ave NY NY 10027

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

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that

contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
Serious Change LLP	3555 Timmons Lane Houston TX 77027
Mitchell D. Kapor trust dated 12/3/99	2148 Broadway Oakland CA 94612

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 City of Jersey City 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 City of Jersey City to notify the City of Jersey City 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 City of Jersey City to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Rhys Powell	Title:	CEO
Signature:		Date:	6/8/20

SIGNATURE : _____

TITLE: CEO

SUBSCRIBED AND SWORN TO
 BEFORE ME THIS 5th DAY OF JUNE OF 2020.
 (TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE) RHYS POWELL
 NOTARY PUBLIC OF
 MY COMMISSION EXPIRES: 20 2022

CHARMAINE RAPHAEL
 NOTARY PUBLIC STATE OF NEW YORK
 NO. 01RA6217652
 QUALIFIED IN THE COUNTY OF NEW YORK
 COMMISSION EXPIRES FEBRUARY 16, 2022

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

CITY OF JERSEY CITY, NEW JERSEY 07307
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

COMPANY NAME: Red Rabbit

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or 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 above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

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

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____	

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

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

Full Name (Print): Rhys Powell

Signature: 

Title: CEO

Date: 6/4/20

**EQUAL EMPLOYMENT OPPORTUNITY (EEO)/
AFFIRMATIVE ACTION (AA) REQUIREMENTS**
FOR GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

**Questions in reference to EEO/AA requirements for Goods,
Professional Service and General Service Contracts should be
directed to:**

**Jeana F. Abuan
Public Agency Compliance Officer (P.A.C.O.)
Department of Administration
Office of Tax Abatement & Compliance
13-15 Linden Avenue, 2nd Floor
Jersey City NJ 07305
Tel. # 201-547-4538
E-Mail Address: abuanj@jcnj.org**

(REVISED 4/13)

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.

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of 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 Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Rhys Powell CEO

Representative's Signature: 

Name of Company: Red Rabbit

Tel. No.: 866.687.3372

Date: 6/9/20

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

The contractor and the _____ of _____, (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.

Representative's Name/Title Print: Rhys Powell CEO
Representative's Signature: _____
Name of Company: Red Rabbit
Tel. No.: 866.687.3372 Date: 6/4/00

Sample Letter of Federally Approved Affirmative Action Plan

U.S. Department of Labor

Employment Standards Administration
Office of Federal Contract
Compliance Program



Newark Area Office
134 Evergreen Place, Fourth Floor
East Orange, NJ 07018

February 27, 19__

Reply to the attention of:

President

Dear

Our recent compliance review of your establishment's equal employment opportunity policies and practices was completed on February 27, 19__.

We found no apparent deficiencies or violations of Executive Order 11246, as amended. Section 503 of the Rehabilitation Act of 1973 or of 38 USC 2012 (the Vietnam Era Veterans' Readjustment Assistance Act). Accordingly, your establishment is deemed to be in compliance with these laws based on the material reviewed.

The Office of Federal Contract Compliance Progress sincerely appreciated the cooperation and courtesies extended by you and your staff during the conduct of the compliance review.

Sincerely,

Area Office Director



State of New Jersey

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE & PROPERTY
CONTRACT COMPLIANCE AUDIT UNIT
EEO MONITORING PROGRAM
P.O. BOX 206
TRENTON, NJ 08625-0206

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

ISSUANCE OF CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a \$75.00 fee.

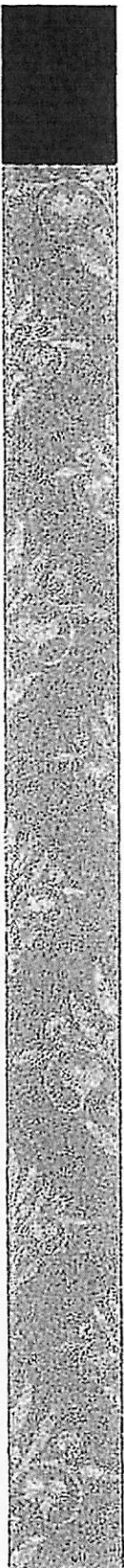
On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. Upon the Division's receipt of a properly completed renewal application and \$150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Enclosure(s) (AA-01 Rev. 11/11)

Sample Certificate of Employee Information Report



VOID

Certification _____
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor THE STATE OF NEW JERSEY 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 _____



State Treasurer

VOID

Sample Employee Information Report Form AA302

Form AA302
Rev. 11/11

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO 1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to <http://www.state.nj.gov/eo/eo1/eo1-sample-employee-info-aa302.pdf>

SECTION A - COMPANY IDENTIFICATION

1 FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3 TOTAL NO EMPLOYEES IN THE INSTANT COMPANY
4 COMPANY NAME		
5 STREET	CITY	COUNTY STATE ZIP CODE
6 NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, NO INDICATION)		CITY STATE ZIP CODE
7 CHECK ONE IN THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYEE <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYEE		
8 IF MULTI-ESTABLISHMENT EMPLOYEE STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9 TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THIS CONTRACT ID. PUBLIC AGENCY AWARDING CONTRACT		
CITY		COUNTY STATE ZIP CODE
Officials/Exec Only	DATE HIRED	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. (DO NOT SIGN!!) **ANNUAL REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Col. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	NON-MIN	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	NON-MIN
Officials/Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment from previous Report (If any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above												

12 HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1 Visual Survey <input type="checkbox"/> 2 Employment Record <input type="checkbox"/> 3 Other (Specify)	14 IS THIS THE FIRST Employee Information Report Submitted? 1 YES <input type="checkbox"/> 2 NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED NO. DAY YEAR
13 DATES OF PAYROLL PERIOD USED From: To		

SECTION C - SIGNATURE AND IDENTIFICATION

16 NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE NO DAY YEAR
17 ADDRESS NO & STREET	CITY	COUNTY STATE	ZIP CODE PHONE (AREA CODE, NO, EXTENSION)

Sample Employee Information Report Form AA302

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

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

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

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

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

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

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

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

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

ITEM 8 - If "Multi-establishment" was entered in item 7, enter the number of establishments within the State of New Jersey.

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

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

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

Racial/Ethnic Groups will be defined:

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

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

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

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

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

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

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

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

ITEM 15 - If the answer to Item 14 is "No", enter the date when the last Employee Information Report was submitted by this company.

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

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

TYPE OR PRINT IN SHARP BALL POINT PEN

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

NJ Department of the Treasury
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program
P.O. Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

Sample Duplicate Certificate of Employee Information Report Request

Form Duplicate Cert
Rev 11/11

Print Form



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
Division of Purchase & Property, Contract Compliance Audit Unit
EEO Monitoring Program

DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

IMPORTANT- FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$75.00 FEE (Non-Refundable) MAY DELAY ISSUANCE OF YOUR DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT.

SECTION A - COMPANY IDENTIFICATION

1. FED. NO. OR SOCIAL SECURITY	2. ASSIGNED CERTIFICATION NUMBER	ISSUE DATE	EXPIRATION DATE	
3. COMPANY NAME				
4. STREET				
	CITY	COUNTY	STATE	ZIP CODE
5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE				
<input type="checkbox"/> 1. Lost Certificate <input type="checkbox"/> 2. Damaged <input type="checkbox"/> 3. Other (Specify)				

SECTION B - SIGNATURE AND IDENTIFICATION

6. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE		
			MO	DAY	YEAR
7. ADDRESS NO. & STREET		CITY	COUNTY	STATE	ZIP CODE
					PHONE (AREA CODE, NO., EXTENSION)

I certify that the information on this Form is true and correct.

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE:		DIVISION OF REVENUE DLN # 1	
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INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

- ITEM 1** - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.
- ITEM 2** - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).
- ITEM 3** - Enter the name by which the company is identified.
- ITEM 4** - Enter the physical location of the company. Include City, County, State and Zip Code.
- ITEM 5** - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.
- ITEM 6** - Print or type the name of the person completing the form. Include the signature, title and date.
- ITEM 7** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

RETAIN A COPY OF THIS REQUEST FOR THE VENDOR'S OWN FILES AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$75.00 (Non-Refundable Fee) PAYABLE TO: "THE TREASURER, STATE OF NEW JERSEY" TO:

N.J. Department of the Treasury
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program
PO Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
Division of Public Contracts Equal Employment Opportunity Compliance

DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

IMPORTANT- FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$75.00 FEE (Non-Refundable) MAY DELAY ISSUANCE OF YOUR DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. ASSIGNED CERTIFICATION NUMBER	ISSUE DATE	EXPIRATION DATE

3. COMPANY NAME

4. STREET	CITY	COUNTY	STATE	ZIP CODE

5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE

1. Lost Certificate 2. Damaged 3. Other (Specify)

SECTION B - SIGNATURE AND IDENTIFICATION

6. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR

7. ADDRESS NO. & STREET	CITY	COUNTY	STATE	ZIP CODE	PHONE (AREA CODE, NO., EXTENSION)

I certify that the information on this Form is true and correct.

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE:	DIVISION OF REVENUE DLN #:

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

- ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.
- ITEM 2 - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).
- ITEM 3 - Enter the name by which the company is identified.
- ITEM 4 - Enter the physical location of the company. Include City, County, State and Zip Code.
- ITEM 5 - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.
- ITEM 6 - Print or type the name of the person completing the form. Include the signature, title and date.
- ITEM 7 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

RETAIN A COPY OF THIS REQUEST FOR THE VENDOR'S OWN FILES AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$75.00 (Non-Refundable Fee) PAYABLE TO "THE TREASURER, STATE OF NEW JERSEY" TO:

NJ Department of the Treasury
- Division of Public Contracts
Equal Employment Opportunity Compliance
PO Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

**RENEWAL PACKAGE
FOR CERTIFICATE OF
EMPLOYEE
INFORMATION REPORT**



State of New Jersey

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PUBLIC CONTRACTS
EQUAL EMPLOYMENT OPPORTUNITY
COMPLIANCE
P.O. BOX 209
TRENTON, NJ 08625-0209

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

RENEWAL NOTICE

The Certificate of Employee Information Report (hereinafter referred to as the "State Certificate") issued by this Division is due to expire within the next 90 days. In order for your firm to continue to provide a current State Certificate for public contract awards, you must apply for renewal by properly completing the following renewal documents:

1. The Employee Information Report Form AA-302 for the facility indicated on the "State Certificate" and any additional New Jersey facilities, with a check in the amount of \$150.00 payable to "the Treasurer, State of New Jersey" (fee is non-refundable) and
2. The Vendor Activity Summary Report forms, one for each of the four (4) personnel activities noted (new hires, promotions, transfers and terminations etc.) for the previous "State Certificate" period, or
3. If you are operating under a federally approved affirmative action plan, a photocopy of the letter of Federal Approval issued by the US Department of Labor, Office of Federal Contract Compliance Programs, not greater than one year old, may be submitted to the awarding agency in lieu of the State Certificate. Please do not submit an EEO-1 Report as it will not be accepted.

All goods, service and professional service vendors are encouraged to complete and file these renewal documents electronically by accessing the Division's website at www.state.nj.us/treasury/contract_compliance. This website provides access to the Forms in electronic format or on-line internet submission registration via the internet. Or you may call the Division at (609) 292-5473 and a representative will be available to assist you. Please have your certificate number ready when calling. Your certificate number is noted at the end of your company name on your mailing label.

Upon receipt of the above-referenced documents, the Division will approve or reject your application within sixty (60) days of submission. If your application is approved, the Division will issue a Certificate provided your firm meets the standards of good faith compliance with the Affirmative Action Regulations set forth in N.J.A.C. 17:27-1.1 et seq. Periodic reviews may be conducted and additional information may be requested, as required by the Division. In all instances, however, a copy of the Certificate must be presented to the public agency awarding the contract, prior to the award of the contract.

(AA-02 Rev. Mar-10)

**NEW INSTRUCTIONS FOR COMPLETING THE
EMPLOYEE INFORMATION REPORT (FORM AA302) RENEWAL
DISREGARD INSTRUCTIONS ON PRE-PRINTED FORM REV. 1/00
IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM.
PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO
SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT COMPLETE
THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.**

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

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

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

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

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

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

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

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

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

ITEM 10 - Not Applicable.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT RENEWAL FORM (AA302) AND RETAIN THE PINK COPY FOR THE VENDOR'S OWN FILES. FORWARD THE REMAINING TWO (2) WHITE AND CANARY COPIES WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY TO:

NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
P.O. Box 208
Trenton, New Jersey 08625-0208
Telephone No. (609) 292-5473

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. DO NOT attach an EEO-1 Report. Racial/Ethnic Groups will be defined:
Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.
Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.
American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Islands and Samoa.
Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.
ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.
ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in item 12.
ITEM 14 - Not Applicable.
ITEM 15 - Not Applicable.
ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.
ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
 Division of Contract Compliance & Equal Employment Opportunity
 VENDOR ACTIVITY SUMMARY REPORT

NEW HIRES PROMOTIONS TRANSFERS TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY)

CERTIFICATE NO. _____ DATES OF PAYROLL PERIOD USED: FROM _____ TO _____
 NAME OF FACILITY: _____

Street _____ City _____ State _____ Zip Code _____

JOB CATEGORIES	MALE					FEMALE						
	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.
OFFICIALS & MANAGERS												
PROFESSIONALS												
TECHNICIANS												
SALES WORKERS												
OFFICE & CLERICAL												
CRAFTWORKERS												
OPERATIVES												
LABORERS												
SERVICE WORKERS												
TOTAL												

I certify that the information on this form is true and correct...
 NAME OF PERSON COMPLETING FORM (Print or Type) _____ SIGNATURE _____
 LAST FIRST MI _____ DATE SUBMITTED _____

ADDRESS (NO. & STREET) _____ (CITY) _____ (STATE) _____ (ZIP) _____ PHONE (AREA CODE, NO., EXTENSION) _____

INSTRUCTIONS

VENDOR ACTIVITY SUMMARY REPORTS

1. You should complete 4 blank Vendor Activity Summary Reports with your AA-302, Employee Information Report Renewal Application package. These 4 Reports are to be completed for new hires, promotions, transfers and terminations that took place between the time you received your Certificate of Employee Information Report (hereafter referred to as "Certificate") and the date of your Renewal Application.
2. The Vendor Activity Summary Reports must be completed to show your firm's total personnel actions for the previous Certificate period. For example, if your firm renews its Certificate every 3 years, one of the reports should indicate the total number of people hired during the entire 3-year period during which you held the Certificate. Another report should indicate the total number of people terminated during that 3-year period. The third report should indicate the total number of people transferred during that 3-year period and the final report should indicate the total number of people promoted during that 3-year period. Please note, there is no need to re-state the information provided on the AA-302 form.

"New Jersey Business Registration Requirements" For Goods, Professional Service and General Service Contracts

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, 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."



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name	TAX REG TEST ACCOUNT
Taxpayer Number	
Address	847 ROBINSON AVE TRINTON, NJ 08611
Certificate Number	1095907
Date of Issuance	October 14, 2004
For Office Use Only:	
	20041014112232623



CITY OF JERSEY CITY

DEPARTMENT OF BUSINESS ADMINISTRATION

OFFICE OF DIVERSITY AND INCLUSION



SUPPLIER DIVERSITY DEFINITIONS

Minority Owned- a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan Native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa.

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

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

Woman Owned- a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

Veteran Owned- a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a person or persons who are veterans.

"Veteran" means any citizen and resident of this State now or hereafter honorably discharged or released under honorable circumstances who served in any branch of the Armed Forces of the United States or a Reserve component thereof for at least 90 days and shall include disabled veterans.

Disability Owned- a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a person or persons with a disability.

Lesbian, Gay, Bisexual, Transgender Owned- a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by an LGBT person or persons.



**CITY OF JERSEY CITY
DEPARTMENT OF BUSINESS ADMINISTRATION
OFFICE OF DIVERSITY AND INCLUSION**



SUPPLIER DIVERSITY BIDDER QUESTIONNAIRE

The City of Jersey City is committed to ensuring that its utilization of vendors reflects the diversity of its community. Please complete this form to assist us with monitoring our supplier diversity performance.

Business Name: RED RABBIT
Address: 1751 PARK AVE NY NY 10035
Phone: 800.697.3372
Email: inquiries@myredrabbit.com
Contact Name: Rhys Powell

Please indicate if your business qualifies as any of the following: (See definitions for clarification)

- Minority Owned
- Woman Owned
- Veteran Owned
- Disability Owned
- Lesbian, Gay, Bisexual, Transgender Owned
- None

Please indicate if your business is currently certified by an authorized certifying body as any of the following:

- Minority Business Enterprise
- Woman Business Enterprise
- Veteran Business Enterprise
- Disability Owned Business Enterprise
- Lesbian, Gay, Bisexual, Transgender Business Enterprise
- Disadvantaged Business Enterprise
- Small Business Enterprise
- None

**CITY OF JERSEY CITY
ADDENDA ACKNOWLEDGEMENT FORM
GOODS AND GENERAL SERVICES CONTRACTS**

The undersigned acknowledges receipt of the following addenda to the bidding document:

**THE COMPLETED ACKNOWLEDGEMENT OF ADDENDA FORM
SHOULD BE RETURNED WITH BID RESPONSE PACKAGE: NOT TO
BE SENT SEPARATELY**

NOTE: Failure to acknowledge receipt of all addenda will cause the bid to be considered non-responsive, and bid will be rejected. Acknowledgement of receipt of each addenda must be clearly established and included with the bid pursuant to N.J.S.A. 40A:11-23.2 (e).

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

No Addenda issued _____ Dated _____

Name of Bidder: Red Rabbit

Street Address: 1751 Park Ave

City, State, Zip NY NY 10035

Authorized Signature: 

Date: 6/4/20



CITY OF JERSEY CITY

DIVISION OF PURCHASING

394 CENTRAL AVENUE, 3RD FLOOR | JERSEY CITY, NJ 07307
P: 201 547 5155/5156



STEVEN M. FULOP
MAYOR OF JERSEY CITY

PETER FOLGADO
DIRECTOR OF PURCHASING, QPA, RPPD

CERTIFICATION REGARDING SUSPENSION/DEBARMENT

I am Rhys Powell, CEO of the firm of,
the Contractor who submitted the lowest responsible bid for the project known as
Red Rabbit LLC.

I executed the Proposal submitted to the City of Jersey City with the full authority to do so. As of the date of execution of this Certification on this 8th day of June, 2020, the firm of Red Rabbit LLC nor any affiliates of the firm have not been suspended or debarred from submitting bid proposals by the United States of America, its departments, divisions, and agencies or the State of New Jersey, its department, divisions, and agencies.

I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Red Rabbit LLC

(Name of Contractor)

Signed

Rhys Powell
By:

Dated: 6/8/20

Title: CEO

Sworn and subscribed to before me
this 8th day of JUNE, 2020,

CHARMAINE RAPHAEL
NOTARY PUBLIC STATE OF NEW YORK
NO. 01RA6217652
QUALIFIED IN THE COUNTY OF NEW YORK
COMMISSION EXPIRES FEBRUARY 16, 2022



BID BOND RESULTS

CONTRACTOR'S TRADE NAME: Red Rabbit LLC

BOND NO: HA10101289

AMOUNT \$ \$758,076.54

BID DATE:

6/9/2020

OBLIGEE: City of Jersey City, Dept. of Health & Human Services

DESCRIPTION OF PROJECT: 1720026, 2020 Summer Food Service Program

PLEASE FILL IN FIRM NAME & THREE BID PRICES - ALSO, CHECK OFF WINNING BID:

_____ LOWEST BIDDER FIRM: _____ \$ _____

_____ 2ND LOWEST BIDDER FIRM: _____ \$ _____

_____ 3RD LOWEST BIDDER FIRM: _____ \$ _____

IF YOUR BID IS NOT LISTED ABOVE - WHAT WAS YOUR BID PRICE? \$ _____
COMMENTS:

SIGNED: _____
(date)

BY: _____
TITLE: _____

PLEASE RETURN IMMEDIATELY TO:

KOG INTERNATIONAL, INC.

Email: kristin@kogbonds.com

PLEASE ORDER YOUR BONDS BEFORE 9:00 AM

THANK YOU

PO Box 527 Westtown, PA 19395
Kristin L. Allen - Phone #: (610) 399-4080

WWW.KOGBONDS.COM



Enclosed please find your bid bond(s) for your upcoming bid(s). Your bond must be signed by an authorized representative of your company, witnessed & notarized (if applicable) and sealed with your corporate seal.

We urge you to double check all:

- Signatures
- Witnesses
- Bond Forms
- Consent of Surety Forms (If applicable)
- Dates
- Bid Bond Amounts (If your bond is a fixed penalty bond, this affects bid increases. Please request approval on the increase and new bond form.)
- Consent of Surety Amounts (If applicable)
- Job Descriptions
- Spelling
- Surety Rating & Treasury Listing Requirement in Specs

The above check offs will avoid the possibility of having your bond rejected because of a clerical error. In addition, please verify that anything unusual that has been requested by the obligee including special Surety Rating & Treasury Listing requirements have been sent to KOG for review.

The bid bond authorization is based upon your original estimate. If the actual bid price exceeds this estimate please contact us prior to the bid for additional authority and/or corrected bid bond forms.

Your cooperation in this matter will be sincerely appreciated. Feel free to call with any questions.

Good luck on your bid.

Yours truly,

Kristin L. Allen

Kristin L. Allen

P.O. Box 527
Westtown, PA 19395
610-399-4080
www.kogbonds.com

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned Red Rabbit LLC 1751 Park Avenue New York, NY 10035, as **PRINCIPAL**, and Hudson Insurance Company 100 William Street 5th Floor New York, NY 10038, a corporation organized and existing under the laws of the State of Delaware and authorized to do business in the State of New Jersey, as SURETY are hereby held and firmly bound unto City of Jersey City, Dept. of Health & Human Services Dr. Martin Luther King Jr. City Hall Annex 1 Jackson Square Jersey City, NJ 07305 hereinafter called the "OWNER," in the penal sum of 10% of total amount bid

(10% of total amount bid)

for the payment of which, well and truly to be made, we hereby jointly, and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this 9th day of June, 2020

The condition of the above obligation is such that whereas the PRINCIPAL has submitted to the City of Jersey City, Dept. of Health & Human Services

a certain bid, attached hereto, and hereby made a part hereof, to enter into a Contract in writing for 1720026, 2020 Summer Food Service Program

NOW, THEREFORE,

- (a) If said bid shall be rejected, or, in the alternate
- (b) If said bid shall be accepted and the PRINCIPAL shall execute and deliver a Contract in the Form of Contract required by Specifications (properly completed in accordance with said bid), and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor and furnishing materials in connection therewith, and shall in all respects perform the agreement created by the acceptance of said bid,

THEN, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the PRINCIPAL and the SURETY for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY and its bond shall be in no way impaired or affected by an extension of the time within which the OWNER may accept such a bid; and said SURETY does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto fixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal: Red Rabbit LLC

By: _____

Witness: _____

Surety: Hudson Insurance Company

By:  _____
Bruce M. Allen, Attorney-in-fact

Witness: Kristin L. Allen
Witness to Surety, Kristin L. Allen

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

Pursuant to N.J.S.A. 2A:44-143

(for use when surety(ies) have certification from U.S. Secretary of the Treasury in accordance with 31 U.S.C. § 9305)

Hudson Insurance Company ("HIC"), surety on the attached bond, hereby certifies the following:

(1) The Surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17-17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital and surplus, as determined in accordance with the applicable laws of this state, of the surety participating in the insurance of the attached bond is in the following amounts as of the calendar year ended December 31, 2018 (*most recent calendar year which capital and surplus amount are available*), which amounts have been audited by PriceWaterhouseCoopers LLP, PriceWaterhouseCoopers Center, 300 Madison Avenue, New York, NY 10017. The Annual Statement is on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325

<u>Surety Company</u>	<u>Capital and Surplus</u>
Hudson Insurance Company	\$ 441,493,145

(3) With respect to each surety participating in the issuance of the attached bond that has been received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. § 9305, the underwriting limitation established therein on July 1, 2019 (*most recent calendar year available*) is as follows:

<u>Surety Company</u>	<u>Underwriting Limitation</u>
Hudson Insurance Company	\$ 44,149,000(effective 7/1/19)
	\$ 42,838,000 (effective 7/1/18)

(4) The amount of the bond which this statement and certification is attached is \$ 10% of total amount bid.

(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in item (3) above, then for each such contract of reinsurance:

(a) That the name and address of each such reinsurer under the contract and the amount of that reinsurer's participation in the contract is as follows:

<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>
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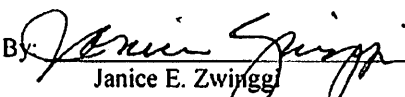
(b) Each surety that is party to such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243 (C.17:51B-1 *et seq.*) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

(to be completed by an authorized certifying agent for each surety on the bond)

I, Janice E. Zwinggi, as Senior Vice President and Chief Financial Officer for Hudson Insurance Company, a corporation domiciled in Delaware, DO HEREBY CERTIFY that, to the best of my knowledge the foregoing statements made by me are true, and ACKNOWLEDGE that if any of those statements are false, this bond is VOIDABLE.

HUDSON INSURANCE COMPANY

By: 
Janice E. Zwinggi
Senior Vice President and
Chief Financial Officer

Dated: 7/26/2019
(Month, Day, Year)

Effective date: 7/1/19



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Bruce M. Allen
of the state of Pennsylvania

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Ten Million Dollars (\$10,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 30th day of October, 2017 at New York, New York.



HUDSON INSURANCE COMPANY

Attest. Dina Daskalakis
Dina Daskalakis
Corporate Secretary

By Michael P. Cifone
Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 30th day of October, 2017 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name in like order.

(Notarial Seal)



ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2021

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

In witness the hand of the undersigned and the seal of said Corporation this 9th day of June, 2020.



By Dina Daskalakis
Dina Daskalakis, Corporate Secretary

Bond Number HA10101289

Hudson Insurance Company

State of Delaware

CONSENT OF SURETY

Hudson Insurance Company, INSURANCE COMPANY, State of Delaware

duly qualified to transact business in the state of New Jersey

agrees that if

Red Rabbit LLC
1751 Park Avenue
New York, NY 10035

is the successful Bidder for City of Jersey City, Dept. of Health & Human Services - 1720026, 2020 Summer Food Service Program

it as surety will provide the Bidder with all bonds as required
in the advertisement or in the specifications.

Signed, sealed and dated this 9th day of June, 2020.

Hudson Insurance Company

By 
Bruce M. Allen, Attorney-in-fact

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY: 203654011

2. TYPE OF BUSINESS: 1. MFG 2. SERVICE 3. WHOLESALE 4. RETAIL 5. OTHER

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY: 116

4. COMPANY NAME: Red Rabbit LLC

5. STREET: 1751 Park Ave CITY: Montebello COUNTY: NY STATE: NY ZIP CODE: 10035

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE): _____ CITY: _____ STATE: _____ ZIP CODE: _____

7. CHECK ONE: IS THE COMPANY: SINGLE-ESTABLISHMENT EMPLOYER MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ: _____

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: _____

10. PUBLIC AGENCY AWARDED CONTRACT: _____ CITY: _____ COUNTY: _____ STATE: _____ ZIP CODE: _____

Official Use Only	DATE RECEIVED	INAUG. DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT.

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****					
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	
Officials/ Managers		8	6	3	2		1	2	1	2	1			2
Professionals		1						1						1
Technicians														
Sales Workers		1		1										
Office & Clerical		1	2	1					2					
Craftworkers (Skilled)		6	4	4	2				3	1				
Operatives (Semi-skilled)		15	1	5	10									
Laborers (Unskilled)		34	34	10	24				2	32				
Service Workers		1	1	1									1	
TOTAL		67	48	25	38		1	3	9	35	1	1	3	
Total employment From previous Report (if any)														
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED:
 1. Visual Survey 2. Employment Record 3. Other (Specify) _____

13. DATES OF PAYROLL PERIOD USED
 From: May 1 To: May 15

14. IS THIS THE FIRST Employee Information Report Submitted?
 1. YES 2. NO

15. IF NO, DATE LAST REPORT SUBMITTED
 MO. DAY YEAR: _____

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type): Noreema Anastacia SIGNATURE: Noreema TITLE: GIM DATE: 5/29/18

17. ADDRESS NO. & STREET: 1751 Park Ave CITY: NY COUNTY: NY STATE: NY ZIP CODE: 10035 PHONE (AREA CODE, NO. EXTENSION): 846-647-3872



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: RED RABBIT LLC

Trade Name:

Address: 1751 PARK AVE
NEW YORK, NY 10035

Certificate Number: 1725293

Effective Date: June 21, 2012

Date of Issuance: February 23, 2018

For Office Use Only:

20180223151153224



The City of New York
DEPARTMENT OF HEALTH AND MENTAL HYGIENE

RED RABBIT, LLC.

1751 PARK AVENUE G/FL.
NEW YORK, NY 10035

PERMIT/LICENSE TYPE:

WHOLESALE FOOD ESTABLISHMENT LICENSE

RECORD NUMBER: 41613557 CODE: H26 CLASS/SUBCLASS: NR
ISSUE DATE: 08/27/2019
EXPIRATION DATE: 08/31/2020
PERMITTEE/LICENSEE NAME: RED RABBIT, LLC.

ADDRESS OF PERMITTED ENTITY/LICENSED INDIVIDUAL:

1751 PARK AVENUE PARK AVENUE
NEW YORK, NY 10035

This permit/license is issued to the individual person or other entity named above to conduct a business or other activity regulated by this Department. It is granted in accordance with provisions of the New York City Health Code or other law regulating this activity. This permit/license is not transferable to any other individual or entity or for use at any other premises and is subject to suspension or revocation for failing to comply with the Health Code or other applicable law.

OXIRIS BARBOT, MD
COMMISSIONER OF HEALTH AND MENTAL HYGIENE

POST CONSPICUOUSLY

COMPLAINTS MAY BE MADE BY PHONE TO 311 OR ONLINE AT NYC.GOV/311