

CITY COUNCIL

The City of Orange Township, New Jersey

DATE June 20, 2023

NUMBER 256-2023

TITLE:

RESOLUTION TO AMEND RESOLUTION 240-2020 AND CONTINUE THE CONTRACT WITH KARSON FOOD, INC. 3409 ROSE AVENUE, OCEAN, NEW JERSEY 07712 CONTRACT IN THE AMOUNT NOT TO EXCEED \$436,580.00 FOR THE 2023 USDA SUMMER FOOD PROGRAM.

WHEREAS, The City of Orange Township duly advertised for public bids for Summer Food Program vendors on April 16, 2020 in the Orange Transcript and the Star Ledger; and

WHEREAS, after careful examination the City of Orange Township awarded the contract to Karson Food, Inc., an approved vendor by the State of New Jersey for Summer Food Program participation; and

WHEREAS, The City of Orange Township awarded the 2021 and 2022 addendum contracts to Karson Food, Inc., an approved vendor by the State of New Jersey for the 2021 and 2022 Summer Food Programs; and

WHEREAS, based on the continued satisfactory service provided to the City of Orange SFSP participants, the Karson's Food, Inc. contract is amended to include the 2023 SFSP year by way of the attached state approved amendment and accompanying documents; and

WHEREAS, the contract amounts are as follows; and

| | | |
|---|--------------------------------|-------------------|
| Karson Food Service, Inc. 3409 Rose Avenue Ocean, New Jersey 07712 | | |
| Meal Type | Est. # of Servings/Meal | Unit Price |
| Breakfast | 2385 | \$2.09 |
| Lunch | 2550 | \$3.21 |

WHEREAS, it is in the best interest and general welfare of the City of Orange Township to amend said contract for Karson Food, Inc.; and

WHEREAS, the Chief Financial Officer of the City of Orange Township has prepared the Certificate of Availability of Funds, a copy of which is attached hereto, certifying that funds in the amount of \$436,580.00 are available for this purpose in Account #G-02-00-703-202-300.

NOW, THEREFORE BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF ORANGE TOWNSHIP, NEW JERSEY, that a contract be amended


A. MIZRATH

for Karson Food, Inc. in the amount not to exceed \$436,580.00 unit price of \$2.09 (breakfast), \$3.21 (lunch).

BE IT FURTHER RESOLVED, that the Mayor of the City of Orange Township shall be and is hereby authorized and directed to execute said contract for and on behalf of the City of Orange Township pursuant to this Resolution which shall be attested to by the Municipal Clerk, City of Orange Township.

Adopted: June 20, 2023

Joyce Lanier
Municipal Clerk

Tency A. Eason
Council President

CITY COUNCIL

The City of Orange Township, New Jersey

DATE June 3, 2020

NUMBER 240-2020

TITLE: A RESOLUTION AWARDING A CONTRACT TO KARSON FOOD, INC. 3409 ROSE AVENUE, OCEAN, NEW JERSEY 07712 IN THE AMOUNT NOT TO EXCEED \$372,879.50 FOR THE 2020 USDA SUMMER FOOD PROGRAM COMMENCING JUNE 29, 2020 AND TERMINATING AUGUST 21, 2020.

WHEREAS, The City of Orange Township duly advertised for public bids for Summer Food Program vendors on April 16, 2020 in the Orange Transcript and the Star Ledger; and

WHEREAS, On April 30, 2020 the City of Orange Township received two bids for items pursuant to estimated quantities in the plans and specifications furnished by prospective bidders; and

| Nu-Way Concessionaire, Inc. 339 Bergen Street Kearny, NJ 07032 | | | Karson Food Service, Inc. 3409 Rose Avenue Ocean, New Jersey 07712 | | |
|--|-------------------------|------------|--|-------------------------|------------|
| Meal Type | Est. # of Servings/Meal | Unit Price | Meal Type | Est. # of Servings/Meal | Unit Price |
| Breakfast | 2254 | \$1.31 | Breakfast | 2254 | \$1.95 |
| Lunch | 2254 | \$2.72 | Lunch | 2254 | \$2.95 |
| Dinner | 5 | \$3.19 | Dinner | 5 | \$2.95 |

WHEREAS, Nu-Way Concessionaire, Inc. withdrew their bid application and the award went to Karson Food, Inc.; and

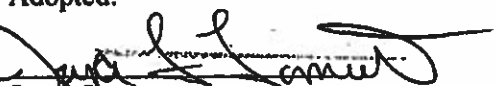
WHEREAS, after careful examination the City of Orange Township recommends awarding a contract to Karson Food, Inc., approved by the State of New Jersey for Summer Food Program participation; and


WHEREAS, 2020 SFSP funds have been certified by the Department of Finance – Account Number: G-02-00-703-202-000; and

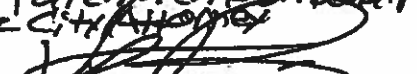
WHEREAS, it is in the best interest and general welfare of the City of Orange Township to award said contract to Karson Food, Inc.; and

NOW, THEREFORE BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF ORANGE TOWNSHIP, NEW JERSEY, that a contract be awarded to Karson Food, Inc., the aforesaid responsible bidder, in the unit prices of \$1.95 (breakfast), \$2.95 (lunch) and \$2.95 (dinner) based upon the estimated bid quantities in the invitation to bid in in the amount not to exceed \$372,879.50 for the 2020 USDA Summer Food Program commencing June 29, 2020 and terminating August 21, 2020.

BE IT FURTHER RESOLVED, that the Mayor of the City of Orange Township shall be and is hereby authorized and directed to execute said contract for and on behalf of the City of Orange Township pursuant to this Resolution which shall be attested to by the Municipal Clerk, City of Orange Township.

Adopted: **JUN 03 2020**

Joyce Hanier
Municipal Clerk


Tency A. Eason
Council President

Jason Parchment, Attestant of the City Attorney


CITY COUNCIL

The City of Orange Township, New Jersey

DATE June 21, 2022

NUMBER 286-2022

**TITLE: RESOLUTION TO AMMEND RESOLUTION 240-2020 AND
CONTINUE THE CONTRACT WITH KARSON FOOD, INC.
3409 ROSE AVENUE, OCEAN, NEW JERSEY 07712
CONTRACT IN THE AMOUNT NOT TO EXCEED \$303,761.25
FOR THE 2022 USDA SUMMER FOOD PROGRAM.**

WHEREAS, The City of Orange Township duly advertised for public bids for Summer Food Program vendors on April 16, 2020 in the Orange Transcript and the Star Ledger; and

WHEREAS, after careful examination the City of Orange Township awarded the contract to Karson Food, Inc., an approved vendor by the State of New Jersey for Summer Food Program participation; and

WHEREAS, The City of Orange Township awarded the 2021 addendum contract to Karson Food, Inc., an approved vendor by the State of New Jersey for the 2021 Summer Food Program; and

WHEREAS, based on the continued satisfactory service provided to the City of Orange SFSP participants, the Karson's Food, Inc. contract is amended to include the 2022 SFSP year by way of the attached state approved amendment and accompanying documents; and

WHEREAS, the contract amounts are as follows; and

| | | |
|---|--------------------------------|-------------------|
| Karson Food Service, Inc. 3409 Rose Avenue Ocean, New Jersey 07712 | | |
| Meal Type | Est. # of Servings/Meal | Unit Price |
| Breakfast | 1500 | \$1.99 |
| Lunch | 1575 | \$3.05 |

WHEREAS, it is in the best interest and general welfare of the City of Orange Township to amend said contract for Karson Food, Inc.; and

WHEREAS, the Chief Financial Officer of the City of Orange Township has prepared the Certificate of Availability of Funds, a copy of which is attached hereto, certifying that funds in the amount of \$303,761.25 are available for this purpose in Account #G-02-00-703-202-200.


NOW, THEREFORE BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF ORANGE TOWNSHIP, NEW JERSEY, that a contract be amended

 A. MIZAN

for Karson Food, Inc. in the amount not to exceed \$303,761.25 unit price of \$1.99 (breakfast), \$3.05 (lunch).

BE IT FURTHER RESOLVED, that the Mayor of the City of Orange Township shall be and is hereby authorized and directed to execute said contract for and on behalf of the City of Orange Township pursuant to this Resolution which shall be attested to by the Municipal Clerk, City of Orange Township.

Adopted: June 21, 2022


Joyce Lamer
Municipal Clerk


Kerry J. Coley
Council President

CITY OF ORANGE
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS
GRANT TRUST ACCOUNT

I, Nile Clements, Chief Financial Officer for the City of Orange, do hereby certify to the best of my knowledge and belief that there are now sufficient funds in the following Grant account(s) to Contract with:

Vendor Name: Karson Food Service
Address#1: 3409 Rose Avenue
Address#2:
City: Ocean
State: NJ
Zip Code: 07712

Purpose: Meals / Food for Summer Food Program

Fund: Current Fund - Grants
Account Name 2022 Summer Food Program
Account Number(s): G-02-00-703-202-200
Balance Before 396,836.55
Requested 303,761.25
Balance After 93,075.30

Vendor ID: KARSO010

Purchase Order #: 22-01153

Amount not to exceed: \$303,761.25

Division Head

Date

Nile Clements

6/9/2022

Chief Financial Officer

Date

RESOLUTION NO. 286-2022

ON CONSENT AGENDA

REGULAR COUNCIL MEETING – June 21, 2022

MOTION TO ADOPT: Ross

SECOND: Summers-Johnson

YEAS: Eason, Montague, III, Ross, Summers-Johnson & Council President Coley

NAYS: None

ABSTENTIONS: None

ABSENCES: Johnson, Jr. & Wooten

CITY OF ORANGE
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS
GRANT TRUST ACCOUNT

I, Nile Clements, Chief Financial Officer for the City of Orange, do hereby certify to the best of my knowledge and belief that there are now sufficient funds in the following Grant account(s) to Contract with:

Vendor Name: Karson Food Service
Address#1: 3409 Rose Avenue

City: Ocean
State: NJ
Zip Code: 07712

Purpose: Meals / Food

Fund: Current Fund - Grants
Account Name 2023 Summer Food Program
Account Numbers(s): G-02-00-703-202-300
Balance Before 436,580.00
Requested 436,580.00
Balance After 0.00

Vendor ID: KARSO010

Purchase Order #: 23-01268

Amount not to exceed: \$436,580.00

Division Head

Date

Nile Clements

6/13/2023

Chief Financial Officer

Date

**NEW JERSEY DEPARTMENT OF AGRICULTURE
DIVISION OF FOOD AND NUTRITION
SUMMER FOOD SERVICE PROGRAM
FOOD SERVICE CONTRACT RENEWAL ADDENDUM-2023**

The Summer Food Service Program Sponsoring Institution THE CITY OF ORANGE TOWNSHIP (the "Sponsor")
(Legal Name of Sponsoring Institution)

and Food Service Management Company ("FSMC") KARSON/S FOOD, INC. (the "Contractor")
(Legal Name of FSMC)

hereby incorporate by reference the agreement between the parties that commenced on

JUNE 29, 2020 (the "Original Agreement"), and agree, subject to approval by the New Jersey
(Start Date of the Original Agreement)

Department of Agriculture (the "Department"), to continue to be bound by the terms and conditions set forth therein for a

renewal period of JUNE 26, 2023
(Start Date of SFSP Renewal Addendum-2022)

To

AUGUST 18, 2023

except as set forth below.

(End Date of SFSP Renewal Addendum-2022)

The parties agree to the following amendments to the terms and conditions of the Original Agreement:

1. The sites to be serviced in this renewal year SFSP are listed on Attachment A.
2. The Week 1 and Week 2 Cycle Menus for this renewal year SFSP are described on Attachment C.
3. FSMC shall abide by the information it provided in the Transportation Certification, Attachment E, for this renewal year SFSP.
4. FSMC has executed the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form, Attachment F, and will abide by the terms therein.
5. FSMC and Sponsor have executed the Certificate of Independent Price Determination, Exhibit G.
6. The meal types, estimated number of servings per day, total number of service days, unit price per meal type, and estimated total prices per meal type, and total estimated amount to be paid in this renewal year SFSP are:

| MEAL TYPE | ESTIMATED NUMBER OF SERVINGS PER DAY | TOTAL NUMBER OF SERVICE DAYS | UNIT PRICE PER MEAL TYPE | ESTIMATED TOTAL PRICE PER MEAL TYPE |
|-------------------------------|--------------------------------------|------------------------------|--------------------------|-------------------------------------|
| Breakfast | 2385 | 39 | \$ 2.09 | \$ 194,401.35 |
| A.M. Supplement | 0 | | | \$ |
| Lunch | 2550 | 39 | \$ 3.21 | \$ 319,234.50 |
| P.M. Supplement | 0 | | | \$ |
| Dinner | 0 | | | |
| TOTAL ESTIMATED AMOUNT | | | | \$ 513,635.85 |

7. If the amount of this renewal contract exceeds \$100,000, Contractor shall obtain a performance bond an amount that is equal to 10% of the total contract amount. The bond shall be executed by 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 the execution of the renewal contract. Upon satisfactory performance of Contractor's contractual obligations and at the expiration of the renewal contract term, Contractor shall be entitled to cancellation of the performance bond.

Attachments A, C, E, F, and G are hereby incorporated into this agreement. All other terms and conditions of the Original Agreement remain the same.

The parties acknowledge that the Department must approve the terms and conditions of this Contract Renewal Addendum before this contract may go into effect. Should the Department fail to approve this Contract Renewal Addendum, the Sponsor shall be required to engage in the formal bidding process of the Summer Food Service Program for this renewal year.

The City of Orange Township
Legal Name of Sponsor

[Signature]
Signature of Authorized Sponsor
Representative Approved to
Sign Contractual Agreement

Director
Title of Authorized Sponsor Representative

5/24/2023
Date

Karson Food Service Inc
Legal Name of Contractor/FSMC

[Signature]
Signature of Contractor/FSMC
Representative Approved to
Sign Contractual Agreement

Gm
Title of Authorized Contractor/FSMC
Representative

5/18/2023
Date

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: [How to File a Complaint](#), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This Institution is an equal opportunity provider.

| Site Code | Site Name |
|------------------|---|
| 2809 | CENTRAL PLAYGROUND |
| 2810 | METCALF PARK |
| 2816 | PARK AVENUE SCHOOL - ESY SUMMER PROGRAM |
| 2817 | HEYWOOD AVENUE SCHOOL - ASP PROGRAM |
| 2819 | LINCOLN AVE. SCHOOL - ORANGE SUMMER CAMP |
| 2820 | COLGATE PARK |
| 2826 | ROSA PARKS COMMUNITY SCHOOL - 21ST CENTURY SUMMER PROGRAM |
| 2831 | ORANGE PREPARATORY ACADEMY - ASP |
| 2833 | COLLEGE PARK |
| 2836 | FOREST STREET COMMUNITY SCHOOL - SUMMER BREAKTHROUGH |
| 2838 | ORANGE EARLY CHILDHOOD LEARNING CENTER - ESY PRESCHOOL SUMMER PROGRAM |
| 7963 | LINCOLN AVENUE SCHOOL - CARE NJ SUMMR CAMP |
| 12737 | OAKWOOD AVENUE COMMUNITY SCHOOL - ASP PROGRAM |
| 16175 | CAMP DON BOSCO |
| 16176 | IT TAKES A VILLAGE CTR. |
| 16267 | CLEVELAND STREET SCHOOL - ASP PROGRAM |
| 16268 | CENTRAL ELEMENTARY SCHOOL - ASP PROGRAM |
| 19711 | JR. PUBLIC SAFTEY ACADEMY |
| 21648 | STEM INNOVATION ACADEMY - SUMMER GATEWAY |
| 23170 | ORANGE HIGH SCHOOL - CULINARY ARTS CAMP |
| 23171 | MOUNT OLIVE SUMMER DAY CAMP |
| 23172 | JOHN ROBERT LEWIS EARLY CHILDHOOD CENTER |
| 31747 | STEM INNOVATIVE ACADEMY 2 |
| 31756 | ORANGE HIGH SCHOOL - BAND |
| 37111 | FOREST STREET SCHOOL - ASP PROGRAM |
| 37112 | FOREST STREET SCHOOL - MURALS AND ART CLUB |
| 37113 | FOREST STREET SCHOOL - CODING AND PODCASTING CLUB |
| 37114 | LINCOLN AVENUE SCHOOL - ASP PROGRAM |
| 37115 | ORANGE EARLY CHILDHOOD LEARNING CENTER - PRESCHOOL SUMMER ENRICHMENT |
| 37482 | ORANGE HIGH SCHOOL - ESY PROGRAM |
| 37485 | ORANGE HIGH SCHOOL - G9 ALGEBRA 1 READINESS BRIDGE |
| 37614 | ORANGE HIGH SCHOOL - BIO SUMMER BRIDGE |
| 37615 | ORANGE HIGH SCHOOL - AP CHEM SUMMER BRIDGE |
| 37616 | ORANGE HIGH SCHOOL - HONORS BIO SUMEMR BRIDGE |
| 37617 | ORANGE HIGH SCHOOL - NJROTC DRILL & LEADERSHIP ACADEMY |
| 37619 | ORANGE HIGH SCHOOL - PRE-CALCULUS SUMMER INT |
| 37620 | ORANGE HIGH SCHOOL - SUMMER ESL ADVANCE |
| 37621 | ORANGE HIGH SCHOOL - SUMMER FTC ROBOTICS CAMP |
| 37622 | ORANGE PREPARATORY SCHOOL - GR. 8 ALGEBRA I READINESS BRIDGE |
| 37624 | PARK AVENUE SCHOOL - ASP |
| 37625 | ROSA PARKS COMMUNITY SCHOOL - ART CAMP |
| 37628 | ROSA PARKS COMMUNITY SCHOOL - BAND CAMP |
| 37629 | ROSA PARKS COMMUNITY SCHOOL - DANCE CAMP |
| 37630 | ROSA PARKS COMMUNITY SCHOOL - SUMMER ESL ADV. |
| 37631 | ROSA PARKS COMMUNITY SCHOOL - SUMMER 1ST LEAGUE ROBOTICS CAMP |
| 37635 | ROSA PARKS COMMUNITY SCHOOL - TINKRWORKS CAMP |
| 37636 | ROSA PARK COMMUNITY SCHOOL - ASP |
| 37639 | STEM INNOVATION ACADEMY - MEET AND RETREAT |

USDA Food and Nutrition Service

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 | bread or |
| | 1 serving | cornbread or biscuit or roll or muffin or |
| | 3/4 cup | cold dry cereal or |
| | 1/2 cup | hot cooked cereal or |
| | 1/2 cup | 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 | bread or |
| | 1 serving | cornbread or biscuit or roll or muffin |
| | 1/2 cup | or |
| | 1/2 cup | hot cooked cereal or |
| | | pasta or noodles or grains |
| 1 meat/meat alternate | 2 oz. | lean meat or poultry or fish 3 or |
| | 2 oz. | alternate protein product or |
| | 2 oz. | cheese or |
| | 1 large | egg or |
| | 1/2 cup | cooked dry beans or peas or |
| | 4 Tbsp. | peanut or other nut or seed butter or |
| | 1 oz. | nuts and/or seeds 4 or |
| | 8 oz. | 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 |
| | 1 serving | cornbread or biscuit or roll or muffin |
| | 3/4 cup | or |
| | 1/2 cup | cold dry cereal or |
| | 1/2 cup | hot cooked cereal or |
| | | pasta or noodles or grains |
| 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 |
| | 1 oz. | or |
| | 4 oz. | nuts and/or seeds or |
| | | 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.

ATTACHMENT C

NJDA SUMMER FOOD SERVICE PROGRAM

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

SPONSOR CITY OF ORANGE TOWNSHIP
Agreement # 07-0051
Telephone 973-952-6121

STATE AGENCY USE ONLY:

Approved by _____ Date _____

Expiration Date _____
MO/DAY/YR

TEN DAY MENU PLANNER
SCHEDULE C

| WEEK 1 | | 2 | | 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 | 1. Juice or Fruit or Vegetables (2) | DICED PEAR CUP | 1/2 c 4ozs. | ORANGE TANGERINE JUICE | 1/2 c 4ozs. | FRESH APPLE | 1/2 c 4ozs. | PEAR & PEACH FRUIT CUP | 1/2 c 4ozs. | FRESH BANANA | 1/2 c 4ozs. |
| B | F | A | S | 2. Bread or Bread Alternate (3) | WHOLE GRAIN HONEY GRAHAM TOASTERS | 1 SERV. | WHOLE GRAIN CORN CHEX CEREAL | 1 SERV. | WHOLE GRAIN BANANA MUFFIN | 1 SERV. | HONEY SCOOTERS CEREAL | 1 SERV. | CRISPY RICE CEREAL | 1 SERV. |
| B | F | A | S | 3. MILK | 1% WHITE MILK | 8 OZS. | 1% WHITE MILK | 8 OZS. | 1% WHITE MILK | 8 OZS. | 1% WHITE MILK | 8 OZS. | 1% WHITE MILK | 8 OZS. |
| A | M | B | L | 1. Milk | | 8 OZS. | | 8 OZS. | | 8 OZS. | | 8 OZS. | | 8 OZS. |
| B | F | A | S | 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. |
| B | F | A | S | 3. Bread or Bread Alternate (3) | | 1 SERV. | | 1 SERV. | | 1 SERV. | | 1 SERV. | | 1 SERV. |
| B | F | A | S | 4. Meat or Meat Alternate (1) | | 1 OZ. | | 1 OZ. | | 1 OZ. | | 1 OZ. | | 1 OZ. |
| L | U | M | C | 1. Meat or Meat Alternate (1) | WHOLE GRAIN CHICKEN NUGGETS W/ BBQ SAUCE | 2 OZS. | HOT TURKEY W/ GRAVEY | 2 OZS. | SUN BUTTER & GRAPE JELLY WHOLE GRAIN SANDWICH | 2 OZS. | TURKEY BREAD & YELLOW AMERICAN CHEESE MAYO | 2 OZS. | SHREDDED MOZZARELLA CHEESE PIZZA | 2 OZS. |
| L | U | M | C | 2. Juice or Fruit or Vegetable (2) | CORN | 1/2 c 6ozs. | BROCCOLI FLORETS | 1/2 c 6ozs. | FRESH BABY CARROTS W/ DIP | 1/2 c 6ozs. | APPLE JUICE | 1/2 c 6ozs. | GARDEN SALAD (LETTUCE & TOMATOES) W/ DRESSING | 1/2 c 6ozs. |
| L | U | M | C | 3. Fruit or Vegetable | FRESH ORANGE | 1/4 c 2ozs. | FRESH APPLE | 1/4 c 2ozs. | PEAR & PEACH FRUIT CUP | 1/4 c 2ozs. | BANANA | 1/4 c 2ozs. | 100% GRAPE JUICE | 1/4 c 2ozs. |
| L | U | M | C | 4. Bread or Bread Alternate (3) | WHOLE GRAIN BREAD W/ MARGARINE | 1 SERV. | WHOLE GRAIN BREAD W/ MARGARINE | 1 SERV. | WHOLE GRAIN PRETZELS | 1 SERV. | WHOLE WHEAT ROLL | 1 SERV. | WHITE ROLL | 1 SERV. |
| L | U | M | C | 5. Milk | FAT FREE CHOCOLATE MILK | 8 OZS. | FAT FREE CHOCOLATE MILK | 8 OZS. | FAT FREE CHOCOLATE MILK | 8 OZS. | FAT FREE CHOCOLATE MILK | 8 OZS. | FAT FREE CHOCOLATE MILK | 8 OZS. |
| P | B | E | L | 1. MILK | | 8 OZS. | | 8 OZS. | | 8 OZS. | | 8 OZS. | | 8 OZS. |
| B | F | A | S | 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. |
| B | F | A | S | 3. Bread or Bread Alternate (3) | | 1 SERV. | | 1 SERV. | | 1 SERV. | | 1 SERV. | | 1 SERV. |
| B | F | A | S | 4. Meat or Meat Alternate (1) | | 1 OZ. | | 1 OZ. | | 1 OZ. | | 1 OZ. | | 1 OZ. |
| D | I | N | E | 1. Meat or Meat Alternate (1) | | 2 OZS. | | 2 OZS. | | 2 OZS. | | 2 OZS. | | 2 OZS. |
| D | I | N | E | 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. |
| D | I | N | E | 3. Fruit or Vegetable | | 1/4 c 2ozs. | | 1/4 c 2ozs. | | 1/4 c 2ozs. | | 1/4 c 2ozs. | | 1/4 c 2ozs. |
| D | I | N | E | 4. Bread or Bread Alternate (3) | | 1 SERV. | | 1 SERV. | | 1 SERV. | | 1 SERV. | | 1 SERV. |
| D | I | N | E | 5. Milk | | 8 OZS. | | 8 OZS. | | 8 OZS. | | 8 OZS. | | 8 OZS. |

GUIDANCE FOR SPONSORS FOR PORTION REQUIREMENT
 * CHOOSE 2 COMPONENTS FOR SNACK / JUICE CANNOT BE SERVED IF MILK IS THE ONLY OTHER COMPONENT

1/2 "Bun" - Turkey Roll must = 2.5 oz.
 (1) Peanut butter must = 4 tablespoons.
 (2) Cold dry cereal must = 3/4 cup.
 (3) Hot cereal must = 1/2 cup.

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

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

Sponsor _____ CITY OF ORANGE TOWNSHIP
 Agreement # _____ 07-0051
 Telephone _____ 973-952-6121

**SCHEDULE C
 TEN DAY MENU PLANNER**

| REQUIRED COMPONENTS | DAY 1 | | DAY 2 | | DAY 3 | | DAY 4 | | DAY 5 | |
|-------------------------------------|---------------------------|--------------|--------------------------|--------------|---|--------------|--|--------------|---|--------------|
| | Food Item | Portion Size | Food Item | Portion Size | Food Item | Portion Size | Food Item | Portion Size | Food Item | Portion Size |
| 1. Juice or Fruit or Vegetables (2) | FRESH ORANGE | 1/2 c | FRESH APPLE | 1/2 c | DICED PEACH CUP | 1/2 c | BANANA | 1/2 c | MANDARINE ORANGE CUP | 1/2 c |
| 2. Bread or Bread Alternate (3) | SCOOTERS CEREAL | 1 SERV. | SPECIAL K CEREAL | 1 SERV. | WHOLE GRAIN CRANBERRY MUFFIN W/ MARGARINE | 1 SERV. | KIX CEREAL | 1 SERV. | WHOLE GRAIN POTATO BASIN BREAD W. MARGARINE | 1 SERV. |
| 3. Milk | 1% WHITE MILK | 8 OZS. | 1% WHITE MILK | 8 OZS. | 1% WHITE MILK | 8 OZS. | 1% WHITE MILK | 8 OZS. | 1% WHITE MILK | 8 OZS. |
| 1. Milk | | 8 OZS. | | 8 OZS. | | 8 OZS. | | 8 OZS. | | 8 OZS. |
| 2. Juice or Fruit or Vegetable (2) | | 3/4 c | | 3/4 c | | 3/4 c | | 3/4 c | | 3/4 c |
| 3. Bread or Bread Alternate (3) | | 1 SERV. | | 1 SERV. | | 1 SERV. | | 1 SERV. | | 1 SERV. |
| 4. Meat or Meat Alternate (1) | | 1 OZ. | | 1 OZ. | | 1 OZ. | | 1 OZ. | | 1 OZ. |
| 1. Meat or Meat Alternate (1) | 100% BEEF HOT DOG | 2 OZS. | SWEDISH TURKEY MEATBALLS | 2 OZS. | TURKEY BREAST & YELLOW AMERICAN CHEESE MAYO | 2 OZS. | 100% BEEF BOLOGNA/ YELLOW AMERICAN CHEESE MUST | 2 OZS. | BEEF BURGER PATTY W/ YELLOW AMERICAN CHEESE | 2 OZS. |
| 2. Juice or Fruit or Vegetable (2) | WHITE POTATO/FRENCH FRIES | 1/2 c | COOKED CARROTS | 1/2 c | STRAWBERRY KIWI JUICE | 1/2 c | GRAPE JUICE | 1/2 c | STEAMED SWEET CORN | 1/2 c |
| 3. Fruit or Vegetable | FRESH NECTARINE | 1/4 c | MANDARINE ORANGE CUP | 1/4 c | BANANA | 1/4 c | FRESH PEACH | 1/4 c | PEAR | 1/4 c |
| 4. Bread or Bread Alternate (3) | HOT DOG BUN | 1 SERV. | WHOLE GRAIN BREAD | 1 SERV. | WHOLE WHEAT ROLL | 1 SERV. | 100% WHITE BREAD | 1 SERV. | WHITE HAMBURGER ROLL | 1 SERV. |
| 5. Milk | FAT FREE CHOCOLATE MILK | 8 OZS. | FAT FREE CHOCOLATE MILK | 8 OZS. | FAT FREE CHOCOLATE MILK | 8 OZS. | FAT FREE CHOCOLATE MILK | 8 OZS. | FAT FREE CHOCOLATE MILK | 8 OZS. |
| 1. Milk | | 8 OZS. | | 8 OZS. | | 8 OZS. | | 8 OZS. | | 8 OZS. |
| 2. Juice or Fruit or Vegetable (2) | | 3/4 c | | 3/4 c | | 3/4 c | | 3/4 c | | 3/4 c |
| 3. Bread or Bread Alternate (3) | | 1 SERV. | | 1 SERV. | | 1 SERV. | | 1 SERV. | | 1 SERV. |
| 4. Meat or Meat Alternate (1) | | 1 OZ. | | 1 OZ. | | 1 OZ. | | 1 OZ. | | 1 OZ. |
| 1. Meat or Meat Alternate (1) | | 2 OZS. | | 2 OZS. | | 2 OZS. | | 2 OZS. | | 2 OZS. |
| 2. Juice or Fruit or Vegetable (2) | | 1/2 c | | 1/2 c | | 1/2 c | | 1/2 c | | 1/2 c |
| 3. Fruit or Vegetable | | 1/4 c | | 1/4 c | | 1/4 c | | 1/4 c | | 1/4 c |

SCHEDULE D

NEW JERSEY 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

All bread/bread alternates are listed for one (1) serving size.

Rice Flake Cereal (ready to eat) - Unsweetened, individual boxes, $\frac{1}{4}$ 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.

ATTACHMENT E

NJDA SUMMER FOOD SERVICE PROGRAM

TRANSPORTATION CERTIFICATION

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

The meals will be delivered in 12' insulated refrigerated Trucks. All hot meals will be packed in Cambro insulated carriers to maintain food temp.

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

2

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

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

yes

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

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

Certification

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



Signature of Bidder

5/18/2023

Date

ATTACHMENT F

NJDA 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 participation 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.

Karson Food Service Inc
FSMC/VENDOR Name

Alex Delonardo GM
Name and Title of Authorized FSMC/VENDOR Representative

 5/18/2023
FSMC/VENDOR Signature Date

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.

ATTACHMENT G

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

Both the Sponsor and Food Service Management Company (offeror) shall execute this Certificate of Independent Price Determination.

(A) The offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement, with any other offeror or with any competitor relating to the prices; the intention to submit an offer, or the methods or factors used to calculate the prices offered.
- (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor prior to opening (in the case of a sealed bid solicitation) or prior to contract award (in the case of a negotiated solicitation); and
- (3) No attempt has been made or will be made by the offeror to induce any person or entity to submit or not to submit an offer for the purpose of restricting competition.

(B) Each person signing this offer on behalf of the Food Service Management Company certifies that:

- (1) He or she is the person in the offeror's organization responsible within the organization for determining the prices being offered in the bid or proposal and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
- (2) He or she is not the person in the offeror's organization responsible within the organization for determining the prices being offered in the bid or proposal, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

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

Karson Food Service Inc

NAME OF FOOD SERVICE MANAGEMENT COMPANY

Alex Delonardo

NAME OF FSMC'S AUTHORIZED REPRESENTATIVE



SIGNATURE OF FSMC'S AUTHORIZED REPRESENTATIVE

Gm

TITLE

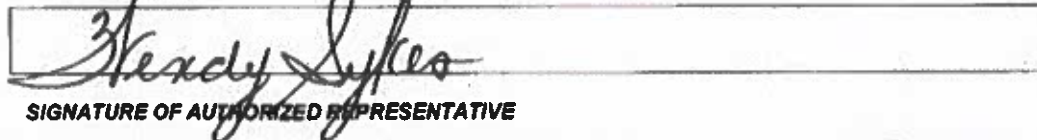
5/18/2023

DATE

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

City of Orange Township

NAME OF SPONSOR



SIGNATURE OF AUTHORIZED REPRESENTATIVE

Director

TITLE

5/24/2023

DATE

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

**NEW JERSEY DEPARTMENT OF HEALTH
SANITARY INSPECTION REPORT**




KARSON FOOD SERVICES
(Name of Establishment)

3409 Rose Ave, Ocean
(Address)

SATISFACTORY

Detailed supporting data sheets are available upon request on these premises and at the local department of health.

| | | | |
|---|--------------------------------------|--|-----------------------------|
| <p align="center">NEW JERSEY DEPARTMENT OF HEALTH</p> <p align="center">Consumer, Environmental and Occupational Health Services PO Box 369 Trenton, NJ 08625-0369</p> | | <p align="center">LOCAL BOARD OF HEALTH</p> <p align="center">Local Board of Health (Name, Address and Telephone No.)</p> | |
| Name of Inspecting Official (Print) ANNIE PULLOCKRAN | Date 4/22/22 | Name of Inspecting Official (Print) _____ | Date _____ |
| Signature of Inspecting Official  | Permanent Reg. No. B150656 | Signature of Inspecting Official _____ | Permanent Reg. No. _____ |

Note: In accordance with the State Sanitary Code, this report shall be posted in a conspicuous place near the public entrance of the establishment. Specific references in the Inspection Report are to Chapter 24 of the State Sanitary Code, and/or Title 24, N.J.S.A.



**NEW JERSEY DEPARTMENT OF HEALTH
CONSUMER AND ENVIRONMENTAL HEALTH SERVICE**

23-0003693

P.O. Box 369, Trenton, New Jersey 08625-0369

LICENSE / PERMIT

**THE FOLLOWING, PURSUANT TO N.J.S.A. 24:15-1 IS HEREBY AUTHORIZED TO
OPERATE A: FOOD - COSMETIC ESTABLISHMENT**

**LOC: 3409 ROSE AVE
OCEAN, NJ 07712**

LICENSE/PERMIT: 12683

**Karson Food Service Inc.
Karson Food Service
3409 ROSE AVE
OCEAN, NJ 07712**

**DATE ISSUED ON: 01/05/2023
EXPIRES ON: 12/31/2023**

Establishment Copy

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

GENERAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to

IN TAC 1712. The contractor's name and the name of the contractor has been approved by the Director of the period of

effective period of 01/01/2023 to 12/31/2023.

KARSON FOOD SERVICE, INC.
3409 ROSEVALE
OCEAN NJ 07712



ELIZABETH MAHER MUDIO
State Treasurer

07/28/22

Taxpayer Identification# 223-398-283/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

KARSON FOOD SERVICE, INC.

TRADE NAME:

ADDRESS:

3409 ROSE AVENUE
OCEAN NJ 07712

SEQUENCE NUMBER:

0084146

EFFECTIVE DATE:

02/28/96

ISSUANCE DATE:

07/28/22



Director
New Jersey Division of Revenue

FORM BRC

10-001-0205-0119



Township of Ocean
Monmouth County, New Jersey
2023 BUSINESS LICENSE

Effective from January 1, 2023 to December 31, 2023

This license is not transferable

License No: **23_1001164**

This license is not valid unless officially receipted:

Licensee: **Cynthia Diaz**

License Inspector

Nacru

Pelham Bay LLC d/b/a Karson Food Service
3409 Rose Ave.
Ocean, NJ 07712

Type: All businesses not classified

Food Service, Assembly Per Plate Meals (Ready To Serve), Packaged Food Product Shipping

Township of Ocean
Business Licensing
399 Monmouth Road
Oakhurst, N.J. 07755

Pelham Bay LLC
Karson Food Service, Inc.
3409 Rose Ave.
Ocean NJ 07712

(TO BE COMPLETED AND RETURNED WITH BID)

HOLD HARMLESS AGREEMENT

Between The City of Orange Township
29 North Day Street
Orange, New Jersey 07050

And

Karson Food Service, Inc
(Contractor)

3409 Row Ave Ocean, NJ 07712
Address (not a post office box)

Phone - (732) 922-1900 fax (732) 922-1904
Telephone No. & Fax No.

It is understood and agreed the Contractor is;

1. An independent Contractor and is not an employee of the City of Orange Township.
2. The Contractor agrees to indemnify and hold harmless the City of Orange Township, the Council of the City of Orange Township, and all of its officers, agents and employees of and from any and all liability for damages for injury to person and property, including death, and against and from all suits and actions and all costs, damages and changes of whatsoever kind and nature, including attorney's fees to which the Township may be put for or on account of any injury or alleged injury to person, including death, or property, resulting from the performance of the Contractor's operations under this Contract, or by or in consequence of any neglect or omission of the part of the Contractor in the performance of operations under this Contract, whether such operations, or the absence thereof, be by the Contractor or anyone directly or indirectly employed by the Contractor.
3. The Contractor shall hold the City of Orange Township harmless for damages to the Contractor's equipment utilized during the term of this Contract.
4. The Contractor agrees to provide a certificate of insurance specifically naming the City of Orange Township as an additional named insured, providing general liability, bodily injury and property damage coverage with minimum limits of liability not less than \$500,000.00.

Signed this 16 day of March 2023

Karson Food Service
Name of Bidder

[Signature] - GM
Authorized signature and title

Alex Delonardo
Print - Authorized signature and title

Subscribed and sworn to

Before me this 16 day of

March 2023

[Signature]
Signature of Notary

My Commission expires

KARA SOLOMITA
Notary Public, State of New Jersey
Comm. # 50208208
My Commission Expires 01/27/2028



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|--|---|---|------------------------------------|
| PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 200 Jefferson Park Whippany NJ 07981 | CONTACT NAME: PHONE (A/C No. Ext): 800-350-8005 | | FAX (A/C No.): 973-921-2876 |
| | E-MAIL ADDRESS: select.certificates@ajg.com | | |
| INSURED Karson Food Service Inc. & Pelham Bay MNGT, LLC 3409 Rose Avenue Ocean Township NJ 07712 | | INSURER(S) AFFORDING COVERAGE | NAIC # |
| License# BR-724491 KAR8FOO-02 | | INSURER A: Hartford Underwriters Insurance Company | 30104 |
| | | INSURER B: Nutmeg Insurance Company | 39608 |
| | | INSURER C: Sentinel Insurance Company Ltd | 11000 |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: 224201291

REVISION NUMBER:

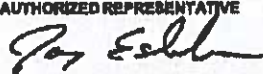
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADOL | INSUR | POLICY | POLICY | LIMITS | |
|----------|---|------|-------|-------------|------------------|------------------|--|
| | | INSR | NOV2 | NO | EXP (MM/DD/YYYY) | EXP (MM/DD/YYYY) | |
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | Y | 1SBAAU8FPB | 10/31/2022 | 10/31/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | Y | Y | 13UEC8955XH | 10/31/2022 | 10/31/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | Y | | 1SBAAU8FPB | 10/31/2022 | 10/31/2023 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | 13WECAU8FLA | 10/31/2022 | 10/31/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Orange Township is an Additional Insured as respects General Liability and Umbrella policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|---|
| City of Orange Township 29 North Day St. Orange NJ 07050 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|---|

© 1988-2015 ACORD CORPORATION. All rights reserved.

CITY OF ORANGE TOWNSHIP

(TO BE COMPLETED AND RETURNED WITH BID)

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of Monmouth

SS:

I, Alex Delonardo residing in Ocean Township
(Name of Affiant) (Name of Municipality)

In the County of Monmouth and State of New Jersey of full Age, being duly sworn according to law on my oath depose and say that:

I am General Manager of the firm of Karson Food Service the bidder making this Proposal for the bid proposal entitled Summer Food Service and that I executed the said proposal with full authority to do
(Title of bid proposal)

So 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 name 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 Orange relies upon the
(Name of Contracting Unit)

truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to

Before me this

March 16 2023



Type or print name of affiant under signature

Alex Delonardo

Notary Public of

My Commission expires

KARA SOLOMITA
Notary Public, State of New Jersey
Comm. # 50208208
My Commission Expires 01/23/2028

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF ORANGE TOWNSHIP, NEW JERSEY**

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that

Karson Food Service, Inc (Contractor)

has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding the date of reorganization to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the **CITY OF ORANGE TOWNSHIP** as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).



Part II - Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership Corporation Sole Proprietorship Subchapter S Corporation
 Limited Partnership Limited Liability Corporation Limited Liability Partnership

| Name of Stock or Shareholder | Home Address |
|------------------------------|------------------------------------|
| Cynthia Diaz | 25 Rutgers Pl. Hillsdale, NJ 07642 |
| | |
| | |
| | |
| | |
| | |

Part III - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Karson Food Service, Inc

Signed: [Signature] Title: General Manager

Print Name: Alex Delonardo Date: 3/10/23

Subscribed and sworn before me the 10 day of March, 2023
[Signature] (Affiant)
Alex Delonardo - General Manager
(Print name & title of affiant) (Corporate Seal)

My Commission expires: **KARA SOLOMITA**
Notary Public, State of New Jersey
Comm. # 80206208
My Commission Expires 01/27/2028

[Handwritten Signature]

POLITICAL CONTRIBUTION DISCLOSURE SECTION

(The following section must be completed)

I hereby attest that the undersigned business entity, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the *City of Orange and/or County of Essex*, if a member of that political party is serving in an elective public office of that *City of Orange and/or County of Essex* when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that *City of Orange and/or County of Essex* when the contract is awarded.

OR

I hereby attest that the undersigned business entity, its subsidiaries, assigns or principals controlling in excess of 10% of the company has made reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed below:

| Contributor Name | Recipient Name | Date | Dollar Amount |
|------------------|----------------|------|---------------|
| | | | \$ |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Cynthia Diaz

Name: _____

Home Address: 25 Rutgers PL

Home Address: _____

Hillsdale, NJ 07642

Name: _____

Name: _____

Home Address: _____

Home Address: _____


Subscribed and sworn before me this 16 day of

March 2023

(Notary Public)

My Commission expires:

| |
|---|
| KARA SOLOMITA Notary Public, State of New Jersey Comm. # 50206208 My Commission Expires 01/27/2028 |
|---|



 (Affiant)

Cynthia Diaz
 (Print name & title of affiant)

(Corporate Seal)

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

The contractor and the City of Orange, (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. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the owner assumes no obligation to indemnify or hold 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.

X.  3/16/2023
Sign and Date

AFFIRMATIVE ACTION COMPLIANCE NOTICE N.J.S.A. 10:5-31 and N.J.A.C. 17:27 GOODS AND SERVICES CONTRACTS (INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful RFB requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful Bidder shall submit to the public agency, after notification of award but prior to Execution of this contract, one of the following three documents as forms of evidence:

- (a) A photocopy of 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) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; OR
- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by contractor in accordance with N.J.A.C. 17:27-4;

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor (s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the Requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her 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. 17:27-1 et seq.

COMPANY: Karson Food Service SIGNATURE: 

PRINT NAME: Alex Delmondo TITLE: General Manager

DATE: 3/16/2023

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF ORANGE TOWNSHIP, NEW JERSEY**

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~  
**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)