

Nassau County Purchasing
Office of Purchasing

A -38 -19

# Staff Summary A-38-2019

Subject: Summer Food Service Program
(S/B #8900-05089-070)
Department
Office of Purchasing
Department Head Name
Melissa Gallucci
Department Head Signature

Date	
May 9, 2019	
Vendor Name	
Regina Caterers	
Contract Number	
A-38-2019	
Contract Manager Name	
Linda A. Mills, Food Inspector II	

Pr	oposed Le	gislative Ac	tion	
То	Date	Approva l	Info	Other
Assgn Comm				
Rules Com	n			
Full Leg				

Internal Approvals						
Date & Init.	Approval	Approval Date & Init.				
01. 1	Dept. Head		Cou <sup>7</sup>			
1/KShy	Budget	05/15/2019 83	County Atty.			
	Deputy C.E.	5/24/19 14	County Exec.			

#### Narrative

<u>Purpose:</u> To award a Blanket Purchase Order for the Department of Social Services for their 2019 Summer Food Service Program.

<u>Discussion:</u> This bid was advertised in Newsday, posted on the Nassau County Bid Solicitation Board where six (6) Vendors were notified electronically of the bid opportunity. Minority Affairs was also given a copy of the bid. The lowest responding vendor listed themselves as a minority owned business.

Two vendors submitted bids; Regina Caterer's located in Brooklyn New York, and Whitson's Food Service Corporation, located in Islandia, New York.

This contract is for one year (Summer Season) with the option to renew annually for four (4) additional years.

Past Procurement History: This will be the first contract opportunity for Regina Caterers.

<u>Impact on Funding:</u> The bid cost of each lunch is Two Dollars & Ninety Cents (\$2.90) and the bid cost of each snack is Ninety Cents (.90) The Federal Reimbursement rate for a lunch meal is Three Dollars & Ninety-Seven Cents (\$3.97) and the Federal Reimbursement Rate for each snack is Ninety-Three Cents (0.93).

Under State regulations, renewals at the anniversary date will cause out of pocket expense to be increased by federal C.O.L.A. (U.S. Department of Labor, CPI-U). The maximum amount authorized under this Blanket Purchase Order, including any renewal options that may be exercised by the Director of Shared Services, shall Be One Million Two Hundred Thousand Dollars (\$1,200,000.)

**Recommendation:** Office of Purchasing recommends awarding this contract to Regina Caterers as the lowest responsible bidder meeting specifications.

ROUTHING CONTON

2019 HAY 24 P 12: 34

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WASSAN COUNTY

OLERK OF THE LEGISLATURE

### COUNTY OF NASSAU

### INTER - DEPARTMENTAL MEMO

TO:

CLERK OF THE COUNTY LEGISLATURE

A-38-2019

FROM:

MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

DATE:

MAY 9, 2019

**SUBJECT:** RESOLUTION-THE DEPARTMENT OF SOCIAL SERVICES

THIS RESOLUTION IS RECOMMENDED BY THE DIRECTOR, OFFICE OF PURCHASING TO AUTHORIZE AN AWARD AND TO EXECUTE A BLANKET PURCHASE ORDER WITH A MAXIMUM AMOUNT OF ONE MILLION, TWO HUNDRED THOUSAND DOLLARS (\$1,200,000.00) FOR THE SUMMER FOOD SERVICE PROGRAM ON BEHALF OF THE DEPARTMENT OF SOCIAL SERVICES TO <u>REGINA CATERERS</u> WHO IS THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS TO PROVIDE FOR THE DEPARTMENT OF SOCIAL SERVICES.

THE ABOVE DESCRIBED DOCUMENT ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW AND APPROVAL AND SUBSEQUENT TRANSMITTAL TO THE RULES COMMITTEE FOR INCLUSION IN ITS AGENDA.

MELISSA GALLUCCI

COMMISSIONER OF SHARED SERVICES

VB: gb

ENCL:

(1) STAFF SUMMARY

- (2) DISCLOSURE STATEMENT
- (3) RESOLUTION
- (4) BID SUMMARY
- (5) BID PROPOSAL
- (6) CERTIFICATE OF LIABILITY INSURANCE
- (7) RECOMMENDATION OF AWARD
- (8) POLITICAL CONTRIBUTION FORM



A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE DEPARTMENT OF SOCIAL SERVICES AND REGINA CATERERS.

WHEREAS, the County of Nassau on behalf of the NASSAU COUNTY OFFICE OF

PURCHASING has received competitive bids 8900-05089-070 for The Summer Food Service Program

as more particularly described in the bid document; and

WHEREAS, the Director is representing to the Rules Committee that the firm, Regina Caterers submitted the lowest responsible bid and meets all specifications for the product described in the said contract as determined by the Director of the Office of Purchasing.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Director,

Office of Purchasing to award and execute the said Blanket Purchase Order with <u>Regina Caterers</u>.



# POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

If yes, to what campaign committee?
Regina Caterers or any corporate officers have not provided any campaign
contributions to Nassau county elected officials or to any campaign committees.
2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.
The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.
The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.
Vendor: Regina Caterers, Inc.
Dated: 5-10-2019 Signed:
Print Name: Fozan Pirzada
Title: President/CEO

TITLE

Page 1 of 4

BIDDER SIGN HERE



### COUNTY OF NASSAU

### LOBBYIST REGISTRATION AND DISCLOSURE FORM

promote or common common improve includes	Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" any and every person or organization retained, employed or designated by any client to influence - of the a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators imittees, including but not limited to the Open Space and Parks Advisory Committee and Planning ission. Such matters include, but are not limited to, requests for proposals, development or rement of real property subject to County regulation, procurements. The term "lobbyist" does not any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New when discharging his or her official duties.
***	Regina Caterers does not have any lobbyist associated to it's company
~	
-	
2. New Y	List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, ork State):
	Does not apply to Regina Caterers
3. retaine	Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is ed, employed or designated:  Does not apply to Regina Caterers
	IDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.  President/CEO

BIDDER

OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NE		
Page 2 of 4	,	
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<ol> <li>Describe lobbying active each activity listed. See page 4</li> </ol>	for a complete description of	of lobbying activities.
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- 6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.
  - During the previous year, has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

If yes, to what campaign committee? If none, you must so state:

Does not apply to Regin	a Caterers	
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	this form will be part to	of the Manney County Donastruciat of Information
Tunderstand that copies of Technology ("IT") to be posted on		o the Nassau County Department of Information
I also understand that upor notice to the County Attorney with		, employment or designation I must give written ination.
VERIFICATION: The undersigned foregoing statements and they are,	affirms and so swears the his/her knowledge, true	at he/she has read and understood the e and accurate.
The undersigned further certifies ar were made freely and without dure benefit or remuneration.	nd affirms that the contribuse, threat or any promise	oution(s) to the campaign committees listed above of a governmental benefit or in exchange for any
Dated: 05-01-19	Signed:	
	Print Name:	Fozan Pirzada
	Title:	President/CEO
ALL BYDS MUST BE F.O.B. DESTINATIO	n and include delivery w	ITHIN DOORS UNLESS OTHERWISE SPECIFIED.
BIDDER SIGN HERE	$\sim$	President/CEO
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Page 4 of 4:

The term lobbying shall mean any attempt to influence; any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature: any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive. County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight

the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.						
BIDDER SIGN HERE		President/CEO				
-	BIDDER	TITLE				
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### PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in lnk. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1.	Principal Name Fozan Pirzada
	Date of birth 02 / 04 / 1968
	Home address <u>952 Carmans Rd.</u>
	City/state/zip Massapequa, NY 11358
	Business address 6409 11th Avenue
	City/state/zip Brooklyn NY 11219
	Telephone 718-256-0829
	Other present address(es) 96-27 Rockaway Blvd,
	City/state/zip Ozone Park, NY 11417
	Telephone 917-440-5640
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President 04 / 01 /2005Treasurer / / /
	Chairman of Board / / Shareholder / /
	Chief Exec. Officer 04 /01 /2005 Secretary / /
	Chief Financial Officer / Partner / /
	Vice President / / /
	(Other)
3,	Do you have an equity interest in the business submitting the questionnaire? YES X NO 1 If Yes, provide details. Fozan Pirzada is the owner of Regina Caterers
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?  YES NO_x
5.	organization other than the one submitting the questionnaire? YES X NO; If Yes, provide details.
G	Fozan Pirzada is owner of a catering hall in Queens (Villa Marcela)  Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the
Q,	past 3 years while you were a principal owner or officer? YES NO _x If Yes, provide details,
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	ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.  President/CEO
	BIDDER SIGN HERE BIDDER TITLE
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# FORMAL SEALED BID PROPOSAL 8900-05089-070

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

	OCCUO	1.0 If Willion you have been a privilegal owner of officers
	а,	Been debarred by any government agency from entering into contracts with that agency?  YES NO _x If Yes, provide details for each such instance.
	b,	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO _x If Yes, provide details for each such instance.
	C.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, fallure to meet pre-qualification standards? YES NO $\underline{x}$ _ If Yes, provide details for each such instance.
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO _X If Yes, provide details for each such instance.
8.	and/or portion inftlate proces respon	any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings dimore than 7 years ago and/or is any such business now the subject of any pending bankruptcy edings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed use to all questions checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.) Regina Caterers and Villa Marcela, both owned by Fozan Pirzada have not files for bankruptcy in the past 7.
	a)	Is there any felony charge pending against you? YES NO _x If Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? YES NO $\underline{X}$ _ If Yes, provide details for each such charge.
	c)	is there any administrative charge pending against you? YESNO _X if Yes, provide details for each such charge.
	ď)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO _X If Yes, provide details for each such conviction.
	e)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeaner?  YES NO X If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges?  YES NO _x_ If Yes, provide details for each such occurrence.
	ALL BIDS	MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
	BIDDER	SIGN HERE President/CEO
		BIDDER TITLE

FORMAL SEALED BID PROPOSAL 8900-05089-070

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES NO X If Yes, provide details for each such investigation. 10, in addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal Investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES \_\_\_\_\_ NO X \_\_\_ If Yes; provide details for each such investigation. 11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_\_\_ NO X \_\_ If Yes; provide defails for each such instance. 12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer

charges? YES NO X If Yes, provide details for each such year.

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A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, FOZAN (INDAM), being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 3 day of May ISABEL MOCCIA Notary Public, State of New York No. 01M06243772 Qualified in Richmond County Commission Expires 06/27/2019

Name of submitting business Signatur Title

Date

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN President/CEO BIDDER SIGN HERE TITLE RIDDER

BIDDER SIGN HERE

TITLE

### **Business History Form**

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none". No blanks, (USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS). Date: 05-01-19 1) Proposer's Legal Name: Regina Caterers, Inc. 2) Address of Place of Business: 6409 11th Avenue Brooklyn NY 11219 List all other business addresses used within last five years: 96-27 Rockaway Blvd, Ozone Park, NY 11417 3) Malling Address (if different): Phone: 718-256-0829 Does the business own or rent its facilities? Rent 4) Dun and Bradstreet number: 012626792 5) Federal I.D. Number: 11-2337456 6) The proposer is a (check one): \_\_\_\_ Sole Proprietorship \_\_\_ Partnership \_\_\_ X Corporation Other (Describe) 7) Does this business share office space, staff, or equipment expenses with any other business? Yes No X If Yes, please provide details: 8) Does this business control one or more other businesses? Yes No X If Yes, please provide details: 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes No X If Yes, provide details. ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED. President/CEO

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other gove bond), date	oposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any ernment entity terminated? Yes No X If Yes, state the name of bonding agency, (if a e, amount of bond and reason for such cancellation or forfeiture; or details regarding the n (if a contract).
11) Has the pr date, court	oposer, during the past seven years, been declared bankrupt? Yes No X If Yes, state i jurisdiction, amount of liabilities and amount of assets
business, state or loo officer of a Investigation was relate	five years, has this business and/or any of its owners and/or officers and/or any affiliated been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, cal prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or my affiliated business been the subject of a criminal investigation and/or a civil anti-trust on by any federal, state or local prosecuting or investigative agency, where such investigation d to activities performed at, for, or on behalf of an affiliated business.  No X If Yes, provide details for each such investigation.
been the s and local r business t federal, st relationshi	t 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business subject of an investigation by any government agency, including but not limited to federal, state regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated been the subject of an investigation by any government agency, including but not limited to ate and local regulatory agencies, for matters pertaining to that individual's position at or in affiliated business. Yes No _X If Yes, provide details for each such on
before or other before or of that allege	urrent or former director, owner or officer or managerial employee of this business had, either during such person's employment, or since such employment if the charges pertained to events addy occurred during the time of employment by the submitting business, and altegedly related to ct of that business:
	a) Any felony charge pending? Yes No X If Yes, provide details for each such charge
	b) Any misdemeanor charge pending? Yes No X If Yes, provide details for each such charge
	c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes No X If Yes, provide details for each such conviction
	d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
ALL BIDS MU	ST BE P.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
BIDDER SIG	N HERE President/CEO

### FORMAL SEALED BID PROPOSAL ---8900-05089-070

	Yes No X If Yes, provide details for each such conviction
	e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes No _x If Yes, provide details for each such occurrence
anv sanct	it (5) years, has this business or any of its owners or officers, or any other affiliated business had ion imposed as a result of judicial or administrative proceedings with respect to any professional sid? Yes No_X; If Yes, provide details for each such instance
applicable sewer cha response	ast (5) tax years, has this business failed to file any required tax returns or failed to pay any e federal, state or local taxes or other assessed charges, including but not limited to water and arges? Yes No X_ If Yes, provide details for each such year. Provide a detailed to all questions checked 'YES'. If you need more space, photocopy the appropriate page and the questionnaire.
Provide a det appropriate p	alled response to all questions checked "YES". If you need more space, photocopy the age and attach it to the questionnaire.
17) Conflict of a) plea	f Interest:  Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, ase expressly state "No conflict exists."  (i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County"No conflict exists"
	(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.  We do not have any family relationship with any County public servant
	(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.  There aren't any other matters that will create a conflict of interest
b)	Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.  All employess at Regina Caterers are intervied and hired by our CEO, Fozan Pirzada.  He prevents any conflict of interest during the interview process
extensive	resume or detailed description of the Proposer's professional qualifications, demonstrating experience in your profession. Any prior similar experiences, and the results of these ces, must be identified.
ALL BIDS ML	IST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
BIDDER SIG	President/CEO  BIDDER  22

Should the proposer be other than an Ir	dividual, the Proposal MUST include:
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- i) Date of formation;
- Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.
- B. Indicate number of years in business.
- G. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Acacia Network
Contact Person Robert Gonzalez
Address 300 East 175th Street
City/State Bronx, NY 10457
Telephone 646-772-6734
Fax#
E-Mail Addressrgonzalez@acacianetwork.org

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ALL BIDS MUST BE F.O.B. DESTINATION AND INC	CLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.	
BIDDER SIGN HERE	President/CEO	
BIDDE	RV	
	\ no	

FORMAL SEALED BID PROPOSAL 8900-05089-070

Company Lutheran Social Services	
Contact Person_ James Darden	
Address 475 Riverside Drive	
City/State New York, NY 10027	
Telephone 212-870-1100	
Fax#	
E-Mail Addressjdarden@lssny.org	<del>-</del>
THE STATE OF THE S	
Company New York Charter School of Arts	
Company New York Charter School of Arts	
Company New York Charter School of Arts  Contact Person Melissa Andrews	
Company New York Charter School of Arts  Contact Person Melissa Andrews  Address 25 Broadway	
Company New York Charter School of Arts  Contact Person Melissa Andrews  Address 25 Broadway  City/State New York, NY 10004	

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

BIDDER

President/CFO

### CERTIFICATION

THIS QUESTIONNAIRE MAY RESULT IN RENDE	NT BID OR FUTURE BIDS, AND, IN ADDITION, MAY
contained in the foregoing pages of this questionna full and complete answers to each item therein to the notify the County in writing of any change in circum and before the execution of the contract; and that a	orn, state that I have read and understand all the items ire and the following pages of attachments; that I supplied ne best of my knowledge, information and belief; that I will stances occurring after the submission of this questionnaire ill information supplied by me is true to the best of my at the County will rely on the information supplied in this of a contract with the submitting business entity.
Sworn to before me this 3 day of May	20 <u>/2</u>
Asalul Moleco Notary Public	ISABEL MOCCIA  Notary Public, State of New York No. 01M06243772 Qualified In Richmond County Commission Expires 06/27/2019
Name of submitting business:	
By: Forpliname  Print name  Signature  Signature  Title	
Date	
	,
ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DE	President/CEO
BIDDER SIGN HERE BIDDER	TITLE

25

## **Required Information Page**

A.

VENDOR: REGINA CATERERS, INC

DATE OF FORMATION:10/10/1974

OWNER: FOZAN PIRZADA, PRESIDENT/CEO

ADDRESS: 952 CARMANS ROAD MASSAPEQUA, NY 11358

EMAIL: FOZANP@GMAIL.COM

CELL: 917-440-5640

STATE OF INCORPORATION: **NEW YORK** 

NUMBER OF EMPLOYEES: 55

ANNUAL REVENUE: \$20 MILLION (2018)

SUMMARY OF RELEVANT ACCOMPLISHMENTS: THIS IS BEING ADDRESSED

WITHIN THE RFP RESPONSE

COPIES OF ALL STATE AND LOCAL LICENSES AND PERMITS: SEE ATTACHED

- B. INDICATE NUMBER OF YEARS IN BUSINESS: 45 YEARS
- C. PROVIDE ANY OTHER INFORMATION WHICH WOULD BE APPROPRIATE AND HELPFUL IN DETERMINING THE PROPOSER'S CAPACITY AND RELIABILITY TO PERFORM THESE SERVICES: THIS IS BEING ADDRESSED WITHIN THE RFP RESPONSE



# The City of New York DEPARTMENT OF HEALTH AND MENTAL HYGIENE

REGINA CATERERS INC

6409 11TH AVE BROOKLYN, NY 11219-5621

### PERMIT/LICENSE TYPE:

WHOLESALE FOOD ESTABLISHMENT LICENSE

RECORD NUMBER:

50045220

CODE: H26

CLASS/SUBCLASS: NF

ISSUE DATE: !

11/13/2018

EXPIRATION DATE:

12/31/2019

PERMITTEE/LÍCENSEE NAME:

REGINA CATERERS INC

ADDRESS OF PERMITTED ENTITY/LICENSED INDIVIDUAL:

6409 11TH AVE

BROOKLYN NV 11219-5621

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

ACTING COMMISSIONER OF HEALTH AND MENTAL HYGIENE

POST CONSPICUOUSLY

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

Page 1 of 4

### COUNTY OF NASSAU

### CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1.	Name of the Entity: Regina Caterers, Inc.
	Address: 96-27 Rockaway Blvd
	City, State and Zip Code: Ozone Park, NY 11417
2.	Entity's Vendor Identification Number: 11-2337456
3.	Type of Business: Public Corp Partnership Joint Venture
	Ltd. Liability Co X Closely Held Corp Other (specify)
4. compa memb	List names and addresses of all principals; that is, all individuals serving on the Board of Directors or rable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all ers and officers of limited liability companies (attach additional sheets if necessary):
Foz	ran Pirzada, President & CEO 952 Carmans Rd. Massapequa, NY 11358
5. an ind of the	List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is no ividual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy 10K in lieu of completing this section.
Foz	an Pirzada, President & CEO 952 Carmans Rd. Massapequa, NY 11358
<u>ALL</u>	BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
BID	DER SIGN HERE President/CEO
	BIDDER TITLE

13

OFFICE OF PURCHASING

FORMAL SEALED BID PROPOSAL

Page 3 of 4

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No. 1 de grand	ot have any lobbyist associated to it's company
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(c) List whether an ew York State):	d where the person/organization is registered as a lobbyist (e.g., Nassau Co
Regina Caterors does no	ot have any lobbyist associated with it's organization
Tregina Caterers does no	thave any lobbyist associated with it's organization
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VERIFICATION: Thi	
VERIFICATION: Thi	is section must be signed by a principal of the consultant, contractor or Ven le firm for the purpose of executing Contracts.
VERIFICATION: Thi athorized as a signatory of th he undersigned affirms and s	is section must be signed by a principal of the consultant, contractor or Ven te firm for the purpose of executing Contracts.
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VERIFICATION: Thin thorized as a signatory of the undersigned affirms and see, to his/her knowledge, true	is section must be signed by a principal of the consultant, contractor or Ven te firm for the purpose of executing Contracts.
VERIFICATION: Thin thorized as a signatory of the undersigned affirms and see, to his/her knowledge, true	is section must be signed by a principal of the consultant, contractor or Venue firm for the purpose of executing Contracts.  so swears that he/she has read and understood the foregoing statements and e and accurate.  Signed:
VERIFICATION: Thin thorized as a signatory of the undersigned affirms and see, to his/her knowledge, true	is section must be signed by a principal of the consultant, contractor or Ven the firm for the purpose of executing Contracts.  so swears that he/she has read and understood the foregoing statements and e and accurate.
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VERIFICATION: Thin thorized as a signatory of the undersigned affirms and see, to his/her knowledge, true	is section must be signed by a principal of the consultant, contractor or Venue firm for the purpose of executing Contracts.  so swears that he/she has read and understood the foregoing statements and e and accurate.  Signed:
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VERIFICATION: Thin thorized as a signatory of the undersigned affirms and see, to his/her knowledge, true	is section must be signed by a principal of the consultant, contractor or Venue firm for the purpose of executing Contracts.  so swears that he/she has read and understood the foregoing statements and e and accurate.  Signed:  Print Name: Fozan Pirzada
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VERIFICATION: Thin the undersigned affirms and signatory of the undersigned affirms and signatore, to his/her knowledge, true attention of the signature of the	is section must be signed by a principal of the consultant, contractor or Venue firm for the purpose of executing Contracts.  so swears that he/she has read and understood the foregoing statements and e and accurate.  Signed:  Print Name: Fozan Pirzada

Page 4 of 4:

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission;

any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERYWITHIN DOORS UNLESS OTHERWISE SPECIFIED. President/CEO BIDDER SIGN HERE

				<del> </del>			
4	4 <i>C</i>	ORD CERTIFIC	ATE OF LIABILI	TY INSU	RANCE	OPID CK REGIN-1	04/25/19
PRODUCER  Leon Rosenblatt, Inc. 585 Stewart Ave Suite 560				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
Garden City NY 11530 Phone: 516-683-1101 Fax: 516~683-0133			INSURERS A	INSURERS AFFORDING COVERAGE			
INSU	RED			INSURER A:	CNA		20427
ĺ						ance Company	20427
		Regina Caterers, I	nc.	INSURER C:			
		Regina Caterers, I 6409 11th Avenue Brooklyn NY 11219		INSURER D:			····
L		BIOOKIYH NI 11219		INSURER E:		THE PARTY OF THE P	
CO	/ERA	GES					
AN M/ PC	IY REC AY PER DLICIE: WOO'L	RUIREMENT, TERM OR CONDITION OF AN' RTAIN, THE INSURANCE AFFORDED BY TH 3. AGGREGATE LIMITS SHOWN MAY HAVE		RESPECT TO WHICH OT TO ALL THE TERM	ITHIS CERTIFICATE MA IS, EXCLUSIONS AND C	AY BE ISSUED OR	
LTR	INSRE	TYPE OF INSURANCE	POLICY NUMBER	DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMIT	<u> </u>
A	x	X COMMERCIAL GENERAL LIABILITY	в 3013203282	06/30/18	06/30/19	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence)	\$ 1000000 \$ 300000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	\$ 10000
			B 3013203282	06/18/19	06/18/20	PERSONAL & ADV INJURY	\$1000000
						GENERAL AGGREGATE	\$ 2000000
		GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- LOC				PRODUCTS - COMP/OP AGG	\$ 2000000
		AUTOMOBILE LIABILITY					
		ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	\$1000000
		ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	\$
A		X HIRED AUTOS	В 3013203282	06/30/18	06/30/19	BODILY INJURY	_
Α.,		X NON-OWNED AUTOS	B 3013203282	06/30/19	06/30/20	(Per accident)	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS The County of Nassau, Department of Social Services, Office of Purchasing One West Street, Mineola, NY 11501-4895 is named as additional insured as respectes to Summer Food Service Program/Child Nutrition Program Bid Title: Summer Food Service Program Bid #: 8900-05089-070

UMB3013203282

WWC3361207

### CERTIFICATE HOLDER

**GARAGE LIABILITY** 

ANY AUTO

DEDUCTIBLE X RETENTION

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

If yes, describe under SPECIAL PROVISIONS below

ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?

X X OCCUR

Α

В

OTHER

EXCESS/UMBRELLA LIABILITY

CLAIMS MADE

\$10000

County of Nassau Department of Social Services Office of Purchasing One West Street

Mineola NY 11501-4895

CANCELLATION

05/01/19

06/19/18

06/18/19

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, IT'S AGENTS OR

PROPERTY DAMAGE (Per accident)

EACH OCCURRENCE

X TORY LIMITS

E.L. EACH ACCIDENT

OTHER THAN AUTO ONLY:

AGGREGATE

06/18/20

06/19/19

06/18/20

AUTO ONLY - EA ACCIDENT

EA ACC

E.L. DISEASE - EA EMPLOYEE \$ 100000

E.L. DISEASE - POLICY LIMIT \$ 1000000

\$ 2000000

\$2000000

\$1000000

REPRESENTATIVES.

AUTHOPIZED REPRESENTATIV

TITLE

# **DISCLOSURE STATEMENT**

THE NASSAU COUNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN AWARD,

MAKWA	J,			•		
Bidden	s Name: Regin	à Caterers, Inc.				
Addres	5: 96-27 Rockaw	ray Blvd, Ozone Park	k, NY 11417			
Teleph	one No; 718-2	56-0829	Fax No	) •		
1. Sta	te Whether:	A Corporation _	S Corp			
		Individual _			·	
		GUII	)ELINES	FOR DISC	LOSURE	
ひついい	120KE MOST 6	Y LEGISLATURE F E PROVIDED AS I SEPARATE SHEET	INDICATED BALLA	(PE OF OWNERSHIP.)	DRESSES OF ALL PRINCIPALS, (PLEASE LIST ALL REQUIRED	
1)	Sole Proprieto	orship/Individual.	The Name and F	lome Address of the S	Sole Proprietorship/Individual,	
2)	Closely Held (	Corporațion, The	Name and Home	Addressés of all Shar	eholders, Officers and Directors.	
3)	Publicly Trade directors.	ed Corporation. C	only the page(s) o	of the SEC FORM 10-K	setting forth the name of all officer	s and
4)	Not for Profit	Corporation. The	Names and Hom	ne Addresses of all me	embers, Officer and Directors.	
5)	Partnership,	The Names and F	lome Address of a	all General and Limite	d Partners.	
б)	Limited Liabili	ty Company. The	Names and Hon	ne Addressës of all Ma	embers.	
7)	Limited Liabili	ty Partnership. T	he Name and Ho	me Addresses of all M	Iembers,	
8)	Joint Venture.	The Names and	Home Addresses	of all Joint Ventures		
NOTE: *IN TH NECESS	E CHOE OF PUR	Y IS TIERED, YOU BLICLY TRADED O	J MŲST ALSO LIS CÖRPORATIONS T	T ALL INDIVIDUAL P THE SEC FORM 10K S	RINCIPALS OF THE TIERED ENTITY UFFICES AND HOME ADDRESSES AI	, RE NOT
<u>ALL B</u>	IDS MUST BEF.	o.b. destination	ând include dex	Ivery within doors	ounless otherwise specified.	
	ER SIGN HERE	•		- 1. J	President/CEO	

BIDDER

# FORMAL SEALED BID PROPOSAL

STATE OF NEW YORK

### COUNTY OF NASSAU

BID NUMBER 8900-05089-070

Dated: April 18, 2019

BIDS WILL BE RECEIVED AND OPENED AT Office of purchasing, 1 west street, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM - NOON & 1 PM - 4:45 PMOFFICE OF PURCHASING

BID OPENING DATE May 8, 2019

BUYER Linda Mills TELEPHONE (516) 571-6109

MAY -8 2019

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: SUMMER FOOD SERVICE PROGRAM

OPENED 11 AM

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

CASH DISCOUNT OF

PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITA-TION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HEREWITH PRIOR TO OFFICIAL OPENING OF THE BID.

DELIVERIES MADE TO:

VARIOUS SPECIFIC PROGRAM SITES WITHIN NASSAU COUNTY, NEW YORK GUARANTEED DELIVERY DATE

DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER 11-2337456

TOLL FREE TELEPHONE NUMBER:

BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER Regina Caterers, Inc.

ADDRESS 96-27 Rockaway Blvd

CITY Ozone Park

STATE NY

ZIP CODE 11417

TELEPHONE 718-256-0829

Fozan Pirzada, President & CEO

PRINT OR TYPE NAME OF SIGNER AND TITLE

SIGNATURE OF AUTHORIZED INDIVIDUAL

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSE BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE BIDDER WHEN SUBMITTING BID. BIDDERS ARE REQUESTED TO ALSO READ THE TERMS AND CONDITIONS.

### BID TERMS AND CONDITIONS

- 1. Bids on equipment must be on standard new equipment, latest model. except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished. 2. Bids on materials and supplies must be for new items except as other-
- wise specifically stated in bid or detailed specifications, 3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.
- 4. PRICES The provisions of the New York State Fair Trade Law (Fed-Crawford Act) and the federal price discrimination law (Röbinson-Patman Act) do not apply to purchases made by the County.
- 5. SURETY in the event that an award is made hereunder, The Director of Purchase reserves the right to request successful biddens to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder, Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

- 6. SAMPLES Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and
- Award The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial. standing, as well as a statement as to plant, machinery and capacity of the menufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful hidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not compiled with or that articles or equipment proposed to be farnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, if in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.
- Awards will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in the bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.
- The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.
- Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.
- DELIVERIES Upon failure of the Vendor lb deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all-such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.
- An order may be canceled at the Venders expense upon nonperformance. Failure of the Vendor to furnish additional surety within len (10) days from date of requested shall be sufficient cause for the cancellation of the order.
- When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.
- 14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery, The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.
- The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodines required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.
- Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise.
- 17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, impérfections and other losses, which will be deducted from involves. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.

- 18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer,
- 19. Billings for deliveries must be rendered on County claim forms.
- 20. Furnitume, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.
- 21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.
- 22. GUARANTEES BY BIDDER Bldder hereby guarantees: (a) To save the County, its agents and employees harinless from liability of any nature or kind for the use of any agents and employees natures non-monthly of any nature of kind for the use of any copyrighted or un-copyrighted composition, searct process, patented or unpatiented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole oost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.
- (c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the epinion of the Director to pay for the same by deductions in payments due under this contract,
- (d) To pay for all permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.
- To carry proper insurance in the opinion of the Director, and approved by the
- County Attorney to protect the County from loss in case of accident, fire and theft. That he will keep himself fully informed, of all numerical ordinances and regulations, state and national laws in any mamier affecting the work of goods herein specified, and any extra work contracted for by him, and shall at all times chaerve and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.
- That the liens furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so Armished.
- That all deliveries will not be inferior to the accepted bid sample.
- LABOR LAWS and ANTIDISCRIMINATION. Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Connection code, sections 100 and they as well as Queto to or the pieneral Municipal Law, Section 2218 of the County Government Law of Nassau County, Section 224.2 of the Nassau County Administrative Code, the provisions of the nuti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, Sinte and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said circlinances, laws and regulations at his sole cost and expense.
- ASSIGNMENT. The contractor is hereby probibled from assigned, transferring, conveying, subjetting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract,
- The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written Instructions or valid Purchase Order.
- No ogreciments, changes, modifications or alterations shall be deemed effective nor shall the same he binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/ designated representative.

BIDDER'S NAME:	Regina Caterers, Inc.	<u>QUALIFICATION S</u>	STATEMENT		
ADDRE5S: 96-27 R	ockaway Blvd, Ozone Park,	NY 11417		And the first of the second	
2. IF A CORPORAT	R: CORPORATION ION OR PARTNERSHIP Fozan Pirzada		NDIVIDUÁL DDRESS(\$) OF OFFI		· ·
VICE PRESIDEN	l' Aurangzeb Pirzada			1	Marie 49 Marie 1994 Annie 1994 An
SECRETARY					**************************************
TREASURER				,	
3. HAVE YOU FILE IF SO WHEN?	d a qualification s	FATEMENT WITH THE	COUNTY OF NASSA	U? No	
4. HOW MANY YEA	ARS HAS YOUR ORGANI	IZATION BEEN IN BUS	SINESS UNDER YOU	R PRESENT NAME	=? 45 years
5. HAVE YOU, OR IF SO, WHERE	YOUR FIRM, EVER FAIL AND WHY? Regina Cate	ED TO COMPLETE AN	IY WORK AWARDED omplete any work from a	TO YOU?	awarded.
We have fully excute	ed all bids we have been aw	/arded.			
	R LINES OF BUSINESS ovides meals to day care ce				
7. WHAT IS THE E OF THIS BID?	XPERIENCE OF THE PR	INCIPAL INDÍVIDUAL	.S OF YOUR ORGANI	IZATION RELATIN	NG TO THE SUBJECT
INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUI TYPE OF V		IN WHAT CAPACITY
Fozan Pirzada	President/CEO	15 Years	Leads all con	npany operations	CEO
We have fully examn	ER HAVE YOU INSPECT ied the scope of work on thin this bid. We are very confic	s bid. Regina Caterers pr	ovides approximately 20		ith the same type scope
ALL BIDS MUST B	e e.o.b. destination an	ID INCLUDE DELIVERY		SS OTHERWISE SE	<u>'ECIPIED</u> .
BIDDER SIGN HE	RE B	IDDER			TLE

NAME AND PRESENT POSITION

# FORMAL SEALED BID PROPOSAL 8900-05089-070

Fozan Pîrzada, President & CEO
Aurangzeb Pirzada, VP
10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMAN REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BE REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.
NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.
1. REFERENCE'S NAME: Inwood Academy
ADDRESS: 433 West 204th Street New York, NY 10034
TELEPHONE: 212-304-0103 CONTACT PERSON Kevin Garcia
CONTRACT DATE: 09/01/2015
2. REFERENCE'S NAME: School in the Square Charter School
ADDRESS: 120 Wadsworth Avenue New York, NY 10033
TELEPHONE: 718-916-7683 CONTACT PERSON Melissa Merchant CONTRACT DATE: 09/01/2017
3. REFERÊNCE'S NAME: A To Z Daycare
ADDRESS: 220-24 Jamaica Avenue Queens Village NY 11428
TELEPHONE: 917-517-1177 CONTACT PERSON Michael Budhoo CONTRACT DATE: 09/18/2017
ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
BIDDER SIGN HERE President/CEO  BIDDER TITLE

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE

### FORMAL SEALED BID PROPOSAL 8900-05089-070

### USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

I certify that all the statements contained in this document are true, complete and correct to the best of my knowledge and belief and are made in good faith, including data contained in the Organization's Relevant Experience. A false certification or failure to disclose information shall be grounds for disqualification or termination of any award.

Regina Caterers and it's CEO Fozan Pirzada attests and certify that the documents are true, complete, and correct that we can provided.

		A
ALL BIDS MUST BE F.O	<u>B. DESTINATION AND INCLUDE DELIVERY</u>	<u>WITHIN DOORS UNLESS OTHERWISE SPECIFIED.</u>
BIDDER SIGN HERE		President/CEO
	BINDER	TITLE

### Appendix EE

### EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
  - (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
  - (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
  - (d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.
  - (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
  - (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
  - (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
  - (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
  - (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
  - (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

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# FORMAL SEALED BID PROPOSAL 8900-05089-070

- (k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- (I) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
  - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
  - b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
  - c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").
- (in) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefore or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition,

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# FORMAL SEALED BID PROPOSAL 8900-05089-070

construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designed of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (I) of these rules.

ALL BIDS MUST BE F.O.	B, DESTINATION AND INCLUDE DE	PELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
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As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor:

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor; such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outlings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all Instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

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### FORMAL SEALED BID PROPOSAL 8900-05089-070

#### INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless County and its agents, officers and employees, from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

### **DEFINITIONS:**

- The term "County" as used herein, shall be deemed as reference to the County of Nassau, State of New York.
- •The term "Contractor" as used herein, shall be deemed as reference to the successful bidder, vendor, proprietor, partnership, or corporation receiving an award to perform any or all of the services specified herein in accordance with the terms of this agreement.
- •The term "agency" as used herein, shall be deemed as the department, division, bureau, office, agency or other Nassau County establishment authorized to receive the service specified herein.
- The term "Director" as used herein, shall be deemed as reference to the Director of the Office of Purchasing.
- \* The term "Blanket Order" as used herein, shall be deemed as the multiple use pricing agreement as a result of this bid.
- The term "Purchase Order" as used herein, shall be deemed as the single use pricing agreement as a result of this bid.
- The term "complete" as written in this bid must include all equipment, delivery and installation of same in its entirety, as listed in the contract documents, and is to include all supervision, labor, materials, plant equipment, transportation, testing, (if required) incidentals, and other facilities as necessary and/or required to execute all the work as herein specified, or as incidentally required to provide a complete operating installation.

NOTE: INSERT FEDERAL IDENTIFICATION NUMBER IN SPACE PROVIDED ON PAGE 1.

### IMPORTANT

PRICE MUST BE INSERTED WITH TYPEWRITER OR INK. BIDS MUST BE SIGNED IN INK. TO ASSURE OFFER REACHING IN TIME, YOU ARE URGED TO MAIL YOUR FORMAL SEALED BID EARLY. THIS FORMAL SEALED BID MUST REACH OUR OFFICE BY 11:00 A.M. LATE FORMAL SEALED BIDS WILL NOT BE ACCEPTED.

All proposals and bid documents submitted in response must include a completed copy of the <u>County of Nassau Consultant's</u>, <u>Contractor's and Vender's Disclosure Form</u>. Additionally, if the bidder – prospective vender – utilizes the services of any individual or organization for the purposes of conducting lobbying activities, the proposal must also include the <u>Lobbyist Registration and Disclosure Form</u>, completed by that individual/organization.

In addition, all proposals and bid documents submitted in response must include a completed: (i) Business History Form and (ii) Principal Questionnaire for all "principals" who hold a ten percent (10%) or greater ownership interest in the proposer/bidder.

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# REQUESTS FOR INFORMATION OR CLARIFICATION

Before bidding, bidders must examine all of the Contract documents, including the specifications, any drawings, and all instructions. If the bidder finds any inconsistency, ambiguity, omission or error in the specifications, drawings, instructions or any other Contract

document, or if the bidder is in doubt as to the meaning of any term or condition of the Contract, the bidder must promptly so notify the Office of Purchasing in writing prior to the bid opening. The failure of the bidder to notify the Office of Purchasing, prior to the bid opening of any inconsistency, ambiguity, omission or error that the bidder actually found, or that should have been discovered by a reasonably prudent bidder, will preclude and negate acceptance of the bidder's claim.

If the Office of Purchasing receives a notification from a bidder of a differing site condition or an inconsistency, ambiguity, omission or error in the Contract documents, the Office of Purchasing will, as it deems necessary or desirable, issue a written interpretation or correction to the Contract documents as an amendment to the Contract documents. Any such amendment will be made available electronically to each person that received a copy of the Contract documents as reflected in the records of the Office of Purchasing , and any such amendment will also be available at the place where the Contract documents are available for Inspection by prospective bidders.

Upon such mailing or delivery, such amendment shall become part of the Contract documents and shall be binding on all bidders, whether or not they have had actual notice of such addendum.

Please note that all bidder requests for information or clarification must be received by the Authority at least 72 hours prior to the bid opening. Any bidder requests for information or issues with the contract documents presented after that time may not be addressed by the Office of Purchasing.

Ordinance # 153-2018

Pursuant to Ordinance # 153-2018, a bidder that is awarded a contract under this bid is required to pay the County an administrative service charge in accordance with the following schedule:

Value of Contract	<u>Administrative Fee</u>
\$0-\$10,000	<b>\$</b> 0
Over \$10,000-\$50,000	\$160
Over \$50,000-\$100,000	\$266
Over \$100,000	\$533

After an award, the successful bidder(s) will be notified by the Director of Shared Services, or their designee. when payment of the administrative charge is due. Please note, if you are a religious, charitable, nonprofit, or not-for-profit organization, please include this information in your bid for consideration by the Director of the Shared Services to walve the fee.

Ordinance # 72-2014

The bidder declares that they are a registered vendor with the County. All registered vendors must pay a Two Hundred Seventy-Five Dollar (\$275,00) per contract fee to register Blanket contracts on the County's procurement website, as required under Ordinance #72-2014.

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ALL BIDS MUST BE F.O.B. DESTINATION AND INCESO	DE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.  President/CEO
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OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

NOTE: INSERT FEDERAL IDENTIFICATION NUMBER IN SPACE PROVIDED ON PAGE 1.

### IMPORTANT

PRICE MUST BE INSERTED WITH TYPEWRITER OR INK.

VENDORS MUST FILL OUT THREE (3) BIDS AND SIGN IN INK, EACH OF THE THREE (3) BIDS.

COMPLETED BIDS ARE TO BE ORIGINALS. NO PHOTOCOPIES WILL BE ACCEPTED. BIDS MUST NOT BE STAPLED OR SPIRIL BINDED

VENDORS MUST BE PRESENT AT BID OPENING, AS SIGNING TAKES PLACE AT THE TIME OF AWARD.

THIS FORMAL BID MUST REACH OUR OFFICE BY 11:00 A.M., LATE FORMALS WILL NOT BE ACCEPTED

# BID PROPOSAL FOR CONTRACT SUMMER FOOD SERVICE PROGRAM

### SCOPE:

IT IS THE GENERAL INTENT AND PURPOSE OF THIS BID TO ESTABLISH A "CONCESSION AGREEMENT" BETWEEN THE COUNTY OF NASSAU, STATE OF NEW YORK AND A DOMESTIC COMPANY OR CORPORATION DULY ORGANIZED AND EXISTING FOR THE PURPOSE OR PROVIDING UNITIZED MEALS TO BE SERVED TO CHILDREN PARTICIPATING IN THE SUMMER FOOD SERVICE PROGRAM (S.F.S.P.) AS AUTHORIZED BY THE NATIONAL SCHOOL LUNCH ACT AND OPERATED UNDER REGULATIONS AS ESTABLISHED BY THE STATE EDUCATION DEPARTMENT, CHILD NUTRITION PROGRAM (S.E.D.)

THE TERMS "COUNTY" AND/OR "SPONSOR", AS HEREIN USED, SHALL BE DEEMED AS REFERENCE TO THE COUNTY OF NASSAU, STATE OF NEW YORK. THE SERVICES TO BE RENDERED WILL BE UNDER THE JURISDICTION AND CONTROL OF THE NASSAU COUNTYDEPARTMENT OF SOCIAL SERVICES DEPUTY COMMISSIONER, PAUL F. BRODERICK, AND CATHERINE FLANAGAN, PROGRAM ADMINISTRATOR. (516) 227-7407.

THE TERM "CONTRACTOR" AS HEREIN, SHALL BE DEEMED AS REFERENCE TO THE SUCCESSFUL BIDDER, VENDOR, PROPRIETOR, OR CORPORATION RECEIVING AN AWARD AND ENTERING INTO A FORMAL AGREEMENT UNDER THE TERMS OF THIS AGREEMENT.

NOTE: "IN ACCORDANCE WITH THE 2009 USDA ADMINISTRATIVE GUIDANCE FOR SPONSORS AND 7 CRF 225.2 DEFINITIONS, 225.6 (b), AND 225.15 (b) THE NEW YORK STATE EDUCATION DEPARTMENT WILL BEGIN ALLOWING VENDED SPONSORS THAT CONTRACT WITH FOOD SERVICE MANAGEMENT COMPANIES THE ABILITY TO EXTEND CONTRACTS ON AN ANNUAL BASIS BEGINNING IN THE 2009-2010 PROGRAM YEAR.,"

ALL BIDS MUST BE F.O.B. DESTIN	ATION AND INCLUDE DEA	IVERY WATHIN DOO	rs unless otherwise specified.
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VENDOR NOTE; ALL VENDORS ARE URGED TO CAREFULLY READ EACH OF THE REQUIREMENTS STATED BELOW LOCATED IN THE INDICATED SCHEDULES, SECTIONS, PAGES AND PARAGRAPHS,

# 1) <u>SECTION C, PAGE 3-(TITLED "INSTRUCTIONS TO BIDDERS") NECESSARY BID SECURITY</u> @ 5%

BID OR PERFORMANCE BONDS SHALL BE OBTAINED ONLY FROM SURETY COMPANIES LISTED ON THE CURRENT DEPARTMENT OF THE TREASURY CIRCULAR 570, A COPY OF CIRCULAR 570 IS ON FILE AT THIS OFFICE, NASSAU COUNTY OFFICE OF PURCHASING, AND MAY BE LOOKED AT UPON REQUEST.

- 2) SECTION D, PAGE 5 OF S.E.D. FORM-ESTABLISHES SCOPE OF SERVICES.
- 3) SECTION E, PAGE 6, PARAGRAPH 5, OF S.E.D. FORM-REFERENCE "EVALUATION".
- 4) SECTION E, PARAGRAPH 5A OF S.E.D. FORM <u>DETERMINATION TO BE MADE BEFORE SUCCESSFUL BIDDING VENDOR WILL START NECESSARY SERVICES</u>
- 4) <u>SECTION F. PAGE 9 PARAGRAPH #6 OF S.E.D. FORM-PERFORMANCE BOND REQUIREMENT @ 10%</u>
- 5) SECTION F, PAGE 9 PARAGRAPH #7, OF S.E.D. FORM- "INSURANCE" (SEE PAGE 19 COUNTY FORM)
- 6) SECTION F, PAGE 10-PARAGRAPH #13 OF S.E.D. FORM "QUALITY CONTROL PLAN"
- 7) SCHEDULE D AND D1, PAGES 24 & 25 OF S.E.D. FORM <u>VENDOR TO INSERT "UNIT COST & TOTAL BID"</u>
  AT THE INDICATED SPACES

# INSURANCE AND WORKER'S COMPENSATION REQUIREMEMTS OF NASSAU COUNTY

- A) THE SUCCESSFUL BIDDER AGREES TO OBTAIN FROM AN INSURANCE COMPANY,
  AUTHORIZED TO DO BUSINESS IN THE STATE OF NEW YORK, AND KEEP IN FORCE
  DURING THE TERM OF THIS CONTRACT, A POLICY OF COMPREHENSIVE AND PUBLIC
  LIABILITY INSURANCE OM WHICH VENDOR AND COUNTY ARE EACH NAMED INSUREDS,
  INCLUDING, BUT NOT LIMITED, TO, THE TORTS AND NEGLIGENCE OF VENDOR'S PERSONNEL, WITH A
  COMBINED SINGLE LIMIT OF THREE MILLION (\$3,000,000,000) DOLLARS FOR BODILY
  OCCURRENCE, ALL AT THE VENDOR'S SOLE COST AND EXPENSE.
- B) THE VENDOR MUST SECURE, AT HIS SOLE COST AND EXPENSE, FULL PRODUCT LIABILITY INSURANCE, INCLUDING FOREIGN OBJECTS, WITH MINIMUM LIMITS OF 3,000,000.00 FOR EACH OCCURRENCE.
- C) THE VENDOR SHALL COMPLY WITH ALL PROVISIONS OF THE WORKER'S COMPENSATION LAW, AND SHALL FURNISH A CERTIFICATE SHOWING EVIDENCE OF CURRENT COVERAGE. NASSAU COUNTY NEED NOT BE LISTED AS AN INSURED ON THIS CERTIFICATE.
- D) SUCH POLICIES SHOULD BE ISSUED IN THE NAME OF NASSAU COUNTY AS AN ADDITIONAL INSURED. COPIES OF AFOREMENTIONED INSURANCE MUST BE FILED WITH THE COUNTY, NO PART OF EITHER OF SUCH INSURANCE POLICIES SHALL BE CANCELLED WITHOUT THIRTY (30) DAYS PROIR WRITTEN NOTICE TO THE COUNTY. THE FAILURE OF THE CONTRACTOR TO MAINTAIN SUCH INSURANCE POLICIES AND TO FURNISH SUCH POLICIES AND/OR CERTIFICATES MAY AUTOMATICALLY TERMINATE THIS AGREEMENT.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE	DELIVERY WATHIN DOORS UP	ALESS OTHERWISE SPECIFIED.
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# INSURANCE AND WORKER'S COMPENSATION REQUIREMENTS OF NASSAU COUNTY (CONTINUED)

- D) ALL INSURANCE COVERAGE AS STIPULATED HEREIN SHALL BE SUBJECT TO THE APPROVAL OF THE BUREAU OF REAL ESTATE AND INSURANCE OF THE COUNTY OF NASSAU, ALL CERTIFICATES AND/OR COPIES OF POLICIES SHALL BE DELIVERED TO THE OFFICE OF THE BUREAU OF REAL ESTATE AND INSURANCE, I WEST STREET, MINEOLA, NEW YORK 11501. ALL CERTIFICATES, POLICIES AND/OR COPIES MANDATED ABOVE, SHALL BE DELIVERED AND BE IN EFFECT PRIOR TO ANY COMMENCEMENT OF OPERATIONS. SHOULD CONTRACTORS OR THEIR BROKERS REQUIRE ADDITIONAL INFORMATION AND/OR CLARIFICATION OF THESE STIPULATED REQUIRMENTS, THEY MAY CONTACT:

  NASSAU COUNTY BUREAU OF REAL ESTATE AND INSURANCE AT (516) 571-3107
- 8) SCHEDULE A OF S.E.D. FORM, PAGES 1 AND 2-TITLED "2019 SUMMER FOOD SERVICE PROGRAM SITE INFORMATION LIST" OFFERING A COMPLETE LISTING OF SITES, ADDRESSES, TIME SCHEDULES, DATES AND APPROVED LEVELS, ETC.
- 9) SCHEDULE B OF THE S.E.D. FORM, PAGES 1 THROUGH 4, TITLED "MASSAU COUNTY DEPARTMENT OF SOCIAL SERVICES SUMMER FOOD SERVICE PROGRAM LUNCH MENU 2019"

BIDDING VENDORS SHOULD CONTACT CATHERINE FLANAGAN OF THE NASSAU COUNTY DEPARTMENT OF SOCIAL SERVICES (516) 227-7407 FOR ANY/ALL QUESTIONS WITH REFERENCE TO THE MENU FOR THE LUNCHES (LUNCH CYCLES) AT THE SITES. PROGRAM REGULATION SPECIFY MINIUM MEAL PATTERN REQUIRMENTS, BUT VENDORS MAY IMPROVE UPON THESE MINIMUMS TO INCREASE THE VARIETY AND APPEAL OF MENUS. SPONSERS MAY REQUEST APPROVAL FROM THE ADMINISTERING AGENCY FOR VARIATIONS FROM THE MEAL REQUIREMENTS ONLY WHEN NECESSARY TO MEET ETHNIC, RELIGIOUS, ECONOMIC OR NUTRITIONAL NEEDS.

REMEMBER: THE ENTIRE MEAL MAY BE DISALLOWED FOR REIMBURSEMENT IF ANY COMPONENT DOES NOT MEET MINIMUM STANDARDS.

CONTRACTOR WILL AGREE THAT, AT ALL TIMES, HE SHALL BE DEEMED AN INDEPENDENT CONTRACTOR AND NEITHER HE, HIS AGENT, SERVANT OR EMPLOYEE BY HIS/THEIR ACTIONS OR DEEDS AT ANY TIME OR UNDER ANY CIRCUMSTANCES SHALL BE DEEMED AN AGENT, SERVANT OR EMPLOYEE OF NASSAU COUNTY.

CONTRACTOR SHALL AGREE TO CONDUCT ITS ACTIVITIES UPON THE PREMISES OF "THE SITES" SO AS NOT TO ENDANGER ANY PERSON THEREON AND TO IDEMNIFY AND HOLD HARMLESS COUNTY, ITS AGENTS, OFFICERS AND EMPLOYEES AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, INCLUDING CLAIMS FOR PERSONAL INJURY AND/OR DEATH, DAMAGES (INCLUDING DAMAGES TO "SITES" PROPERTY), COSTS, AND LIABILITIES, IN LAW OR IN EQUITY, OF EVERY KIND AND NATURE WHATSOEVER, DIRECTLY OR PROXIMATELY RESULTING FROM, ARISING OUT OF OR CAUSED BY CONTRACTOR'S USE AND OCCUPATION OF SUCH "SITES" WHETHER SUCH USE IS AUTHORIZED OR NOT, OR FROM ANY ACT OF OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, GUESTS, PATRONS OR INVITEES.

THE CONTRACTOR WILL AGREE TO PROCURE, AT HIS COST AND EXPENSE, ALL/ANY PERMITS

ALL BIDS MUST BE F.O.B. DESTINATION	N AND INCLUDE DELIVERY WITHIN I	OORS UNLESS OTHERWISE SPECIFIED.
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FORMAL SEALED BID PROPOSAL 8900-05089-070

AND/OR LICENSES NECESSARY TO FULLFILL AND CARRY OUT ALL THE PROVISIONS OF THIS AGREEMENT.

THE CONTRACTOR WILL ASSUME ALL RISK IN THE OPERATION OF THIS AGREEMENT AND AGREES TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS AND ALL RULES, REGULATIONS AND ORDINANCES OF NASSAU COUNTY AFFECTING SAID "SITES" IN REGARD TO ALL MATTERS, AND ESPECIALLY IN THE SALES OF FOODSTUFFS AND BEVERAGES AND THE LIMITATION OF PARTS OF THE "SITES" FOR SPECIAL USES OR FOR THE USE OF SPECIAL CLASSES OF PATRONS AND TO INDEMNIFY AND HOLD SAID COUNTY, COMMISSIONERS, AGENTS, OFFICERS AND EMPLOYEES HARMLESS FROM ANY CLAIMS ARISING OUT OF VIOLATION OF ANY LAW, ORDINANCE OR REGULATION.

THE BIDDER WARRANTS THAT HE IS NOT IN ARREARS TO THE COUNTY OF NASSAU UPON DEBT OR CONTRACT, AND THAT IT IS NOT IN DEFAULT AS SURETY, CONTRACTOR, OR OTHERWISE UPON ANY OBLIGATION TO THE COUNTY.

# FORMAL REMINDER TO ALL BIDDING CONTRACTORS

BIDDING VENDORS SHOULD TAKE NOTICE OF ALL PAGES OF THIS INVITATION TO BID AS ALL STIPULATIONS AND OR SPECIFICATIONS, AS STATED, ARE TO BE FULLY COMPLIED WITH AND ANY/ALL INFORMATION AS REQUESTED ON ANY/ALL OF THE PAGES OF THIS SEALED BID MUST BE FULLY STATED TO ENSURE A FULL EVALUATION OF THE BID, ALL PAGES THAT INDICATE THE NEED FOR SIGNATURES MUST BE SIGNED BY AN OFFICER OR OWNER. BIDDERS MUST ENTER THEIR BIDS ON PAGE 1, SECTION A, TITLED "SUMMER FOOD SERVICE PROGRAM INVITATION FOR BID AND CONTRACT", PAGE 24, SCHEDULE D, TITLED "UNIT FRICE SCHEDULE" AND PAGE 25, SCHEDULE D-1 TITLED "SUMMARY BID SHEET" OF THE S.E.D. FORM, AND SIGN ALL PAGES OF BOTH COUNTY AND S.E.D. FORMS WHERE INDICATED

### ALL DELIVERY VOUCHERS MUST BE SIGNED!

ANY VOUCHER PRESENTED FOR PAYMENT <u>NOT</u> HAVING A SIGNATURE OF A SITE PERSON <u>WILL</u> NOT BE PAID.

THE SUCCESSFUL BIDDING VENDOR WILL BE GIVEN TIMES OF DELIVERY FOR ALL LOCATIONS. ALL FOODSTUFFS ARE OF THE COLD VARIETY. VENDOR MUST INSTRUCT THE DRIVER (S) THAT BESIDES GETTING THE DELIVERY VOUCHER SIGNED, HE MUST ALSO ENTER, ON SAID VOUCHER, THE EXACT TIME, (HOUR AND MINUTES) OF THE DELIVERY. ANY VOUCHER PRESENTED FOR PAYMENT NOT HAVING EXACT TIME OF DELIVERY WILL NOT BE PAID.

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# OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

### FORMAL SEALED BID PROPOSAL 8900-05089-070

THE STIPULATED DELIVERY TIME, AS PROGRAMMED ON THE SITE PAGES, SCHEDULE A, PAGES 1 AND 2 (S.E.D. FORM) IS THE TIME FOR DELIVERY! NO DELIVERIES WILL BE ACCEPTED EARLIER THAN 8:00 A.M. AND NO DELIVERIES WILL BE ACCEPTED LATER THAN 11:30 A.M. ANY DELIVERIES LATER THAN 11:30 A.M. ARE SUBJECT TO REFUSAL BY SITE (S). ALL DELIVERIES MUST BE MADE IN TRUCKS WITH MECHANICAL REFRIGERATION. THE VENDOR IS EXPECTED TO HAVE AS MANY VEHICLES NECESSARY TO PROVIDE THE AMOUNT OF MEALS REQUIRED IN THE WINDOW OF TIME STATED ABOVE.

REVIEW PROCESS: THE AGENCY WILL INSPECT AND VERIFY THAT THE VENDOR'S PLACE OF BUSINESS HAS THE INFRASTRUCTURE TO PROVIDE ALL REQUIRED MEALS. SAFETY, SANITATION AND OPERATING POLICIES & PROCEDURES MANUALS MUST BE AVAILABLE AND ACCESSABLE, IN ORGANIZED LABELED BINDERS.

SITES HAVE THE RIGHT TO PURCHASE COMPARABLE LUNCHES AND BILL VENDOR FOR THE ENTIRE COST. VENDOR MUST REIMBURSE SITE (S) FOR THE FULL COST OF PURCHASED LUNCHES WITHIN TEN (10) WORKING DAYS OF RECEIPT OF DOCUMENTED COSTS. SPONSER WILL NOT REINBURSE VENDOR FOR ANY COSTS RELATED TO PURCHASES MADE BY SITE(S) BECAUSE OF LATE OR NO DELIVERIES.

ALL BIDS MUST BE F.O.B. DESTIN	ATION AND INCLUDE DELIVERY WITH	IN DOORS UNLESS OTHERWISE SPECIFIED.	•
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# INVITATION FOR BID (IFB) And CONTRACT FORM

Form Approved OMB No. 0584-0280

# US DEPARTMENT OF AGRICULTURE - FOOD AND NUTRITON SERVICES SUMMER FOOD SERVICE PROGRAM INVITATION FOR BID AND CONTRACT

SECTION A	
This document contains an invitation to food service management companies to bid for the furnishing of unlitzed meals to be served to children participating in the Summer Food Service Program (SESP) authorized by Section 13 of the National School Lunch Act and operated under Part 225 of the US Department of Agriculture 9USDA) regulations. This document sets forth the terms and conditions applicable to the proposed procurement.  Upon acceptance it shall constitute the contract between the bidder and the Sponsor named below.  SPONSOR	According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0584-0280. The time required to complete this information collection is estimated to average 39 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and meintaining the data headed; and completing and reviewing the collection of information.  BID OPENING
SPONSOR LEA CODE	BID NUMBER
280410640011	\$118119 8900.05089.070
NASSAU COUNTY DEPT OF SOCIAL SOCIECES	DATE 5/8/19
GO CHARLES LIND BERCH BLVD.	TIME 11:00 A.M. EDST
UNIONDALE, NY 11553	NASSAUCOUNTY OFFICE OF PURCHASING I WEST STREET
	MINEOLA, NY 11501
TELEPHONE NUMBER CONTACT PERSON	SPONSOR TO ENTER ESTIMATED NUMBER OF MEALS, FIXED
576) 227. 7412 MUL BRODELICK	UNIT PRICE BIDS TO BE INSERTED BY THE BIDDER, Fixed Unit Sponsors Totals Price Bid Estimated
	Per Meal # of Meals
JULY 8, 2019	Breakfast \$ X\$
EXPIRATION	Snack \$ .90 x \$1.85 \$ 46,705.50
AUGUST 16,2019	Lunch/Supper \$ 2.90 x \$1, \$6 \$ \$150,495.50
BID BOND PERCENTAGE REQUIRED (Sponsor shall insert appropriate	ESTIMATED TOTAL:\$
penentage from 5% to 10%)	PROMPT PAYMENT DISCOUNT (to be Inserted by the bidder)
5%	% For payment Within days
, were the second of the secon	PERFORMANCE BOND PERCENTAGE REQUIRED
	Not less than 10% and not more than 25%
BIDÒ	
NAME Regina Caterers, Inc.	SIGNATURE (In Ink)
STREET ADDRESS (include city, state, zip code)	NAME (print or type) Fozan Pirzada
96-27 Rockaway Blvd, Ozone Park, NY 11417	TITLE · President/CEO
TELEPHONE NUMBER 917-440-5640	DATE 05 04 40
	05-01-19
ACCEP* CONTRACT NUMBER	ANCE SPONSOR NAME
	MASSAU COUNTY DEFT JOCKE SERVICES
PRONSOR SIGNATURE TITLE	UTV COMMUSIONER
DAVERDADERICK	The state of the s

# CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

- A. 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 progurement:
  - The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
  - 2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor;
  - No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

- B. Each person signing this offer certifies that:
  - He or she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered trerein and that he or she has not participated, and will not participate, in any action contrary to A1 through A3 above; or
  - 2. He or she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to A1 through A3 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 A1 through A3 above.

SIGNATURE OF VENDOR'S AUTHORIZED REPRSENTATIVE	TITLE President/CEO	DATE 05-01-19
· V		

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.

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

NOTE: Sponsor and Bidder shall execute this Certificate of Independent Price Determination.

### INSTRUCTIONS TO BIDDERS

### 1. Definitions

### As used herein:

- a) Bid The bidder's offer.
- Bidder a food service management company submitting a bid in response to this invitation for bid.
- c) Contractor a successful bidder who is awarded a contract by a Sponsor under the SFSP.
- d) Food Service Management Company any commercial enterprise or nonprofit organization with which a sponsor may contract for preparing unitized meals, with or without milk or juice, for use in the Program, or for managing a sponsor's food service operations in accordance with the SFSP regulations. Food service management companies may be: (a) Public agencies or entities; (b) private, non-profit organizations; or (c) private, for profit companies.
- a) Invitation for Bid (IFB) the document where the procurement is advertised. In the case of this Program the IFB becomes the contract once both parties agree in writing to all terms and conditions of the IFB.
- f) Sponsor the Service Institution which issues this IFR
- g) Unitized Meal an Individual proportioned meal consisting of a combination of foods meeting the SFSP pattern requirements, delivered as a unit with or without milk or juice. The State agency may approve exceptions to the unitized meal such as separate hot and cold packs.

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

### 2. Submission of Bids

- a) Bidders are expected to examine carefully the specifications, schedules, attachments, terms and conditions of this IFB. Failure to do so will be at the bidder's risk.
- b) Bids must be executed and submitted in triplicate. If accepted, this IFB will become the contract, and one copy of the contract will be forwarded to the successful bidder with the notice of award. The copy

marked "original" will be governing should there be a variance between that copy of the bid and the other two copies submitted by the bidder. No changes in the specifications or general conditions are allowed, Erasures on all copies must be initialed by the bidder prior to submission. Failure to do so may result in rejection of the bid.

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 such further Contractual documents and bonds as may be required by the bid as accepted. 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.

 A copy of a current State or local health certificate for the food preparation facilities shall be submitted with the bid.

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

### 3. Explanation to Bidders

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

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# 4. Acknowledgement of Amendments to IFBs

The sponsor must acknowledge receipt of an amendment to an IFB by a bidder by signing and returning the amendment. Such acknowledgement must be received prior to the hour and date specified for bid opening.

# 5. 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.

# Time for Receiving Blds

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

### 7. Errors in Bids

Bidders or their authorized representative are expected to fully inform themselves as to the conditions, requirements and especifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error.

# 8. Award of Contract

- The contract will be awarded to that responsible bidder whose bid is lowest and conforms to the specifications of the IFB.
- 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 falled to perform properly, or complete on time, contracts of a similar nature, or the bid of a bidder whose investigation shows is not in a position to perform the contract.
- d) Sponsor reserves the right to accept any bid within 30 days from the date of bid opening.

# 9. Late Bids, Modification of Bids or Withdrawal of Bids

- a) Any bid received after the exact time specified for receipt of bids will not be considered unless it is received before award is made, and it was sent by registered or certified mall not later than the fifth calendar day prior to the specified date (e.g. a bid submitted in response to an IFB requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier).
- b) Any modification or withdrawal of bid is subject to the same conditions as in (a) above, except that withdrawal of bids by telegram is authorized. A bid may also be withdrawn in person by a bidder or an authorized representative, provided identity is made known and he or she signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.
- c) The only acceptable evidence to establish the date of mailing for a late bid, modifications or withdrawal sent either by registered or certified mail is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service).
- d) Notwithstanding the above, a late modification of an otherwise successful bid which makes its terms more favorable to the Sponsor will be considered at any time it is received and may be accepted.

### SCOPE OF SERVICES

USDA regulations 7 OFR Part 225, entitled Summer Food Service Program is hereby incorporated by reference. Contraptor agrees to deliver: unitized meals and/or meal components in bulk. The contractor agrees to provide serving directions and appropriately sized serving ylansils to meet the required portion size for each component per meal service for the quantity of meals agreed upon for delivery. O. Contractor will deliver meals \* Inclusive of milk or fulce to locations set out in Schedule A, attached hereto and made a part hersof, subject to the terms and conditions of this solicitation. Food Service Management Companies that prepare meals, with or without milk or Jules, for use in Symmer Food Service Program, D. All meals furnished must meet or exceed USDA requirements set out in Schedule C, attached hereto and made a part hereof. Contractor shall furnish meals as ordered by the Sponsor during the period of \*\* 1 Meals are to be served \*\*\* days of a week, as specified in Schedule A. This contract may be extended by the SFA and the FSMO under the rules and regulations prescribed by the Commissioner of Education; however, puretant to federal regulations, such extensions shell be executed prior to applying for participation in subsequent SFSP. The original contract shall be of duration of no longer than one (1) year and options for the yearly renewal of a contract may not exceed 4 additional years.

H. ALL MEALS ALE TO BE DECIVELED BETWEEN POOR.M 11:30 A.M.

G. Contract Cost Increase: The SFA may negotiate at the end of each one-year contract perfect for a cost increase not to exceed the annual percentage increase of the New York - Northeastern New Jersey Consumer Price Index for all Urban Consumers for the preceding year, provided it has been satisfactorily established by the FSMC that there has been at least an equivalent increase in

<sup>\*</sup> insert "inclusive" or "exclusive" as applicable.

<sup>\*\*</sup> Sponsor shall insert contract commencement date and expiration date.

<sup>\*\*\*</sup> Sponsor shall insert appropriate number of serving days.

# UNIT PRICE SCHEDULE AND INSTRUCTIONS

- Bidders are asked to submit prices in accordance with Schedule(s) D for meals with/without milk or juice\* meeting the contract specifications set forth in Schedule C and to be delivered to all of the sites stated in Schedule A. Please note that bidders must complete a Schedule D for each meal type (breakfast, lunch, supplement, etc.) povered by the IFB.
- Sponsor should indicate Whether or not milk or jules should be included in the meals/supplements.
- 2. Evaluation of bids will be performed as follows:

Determine the grand total bid for each bidder by totaling the bide for each meal type from Schedule(s) D. Bidders' calculations will be checked prior to totaling.

3. Priotog shall be on the menus described in Schedule B. All bidders must submit bids on the same menu cycle provided by the Sponsor. Deviation from this menu cycle shall be permitted only upon authorization of the Sponsor. Bid price must include the price of food components (Including mills and/or juice, if part of unitzed meal), packaging, transportation and all other related costs (e.g., concliments, utensits, etc.).

The unit prices of each meal type which the bidder agrees to furnish must be written in link or typed in the blank space provided and must include proper packaging as required in the specifications and delivery cost to the designated sites. Unit prices shall include taxes, but any charges or faxes which are required to be paid under trurie laws must be paid by the bidder at no additional charge to the Sponsor.

4. Average bally Number of Meals are estimated: They are the best-known estimates for tequirements during the operating period. The Sponsor reserves the right to order more or less meals than estimated at the beginning of the operating period. Contractor will be paid at the 100% unit cost rate during the payment period specified. (The Sponsor should indicate in Section F, #4, "Mothod of Payment," whethet the payment period is to be weekly, blyweekly, or morthly.) Sponsor does not guarantee orders for quantities shown. The maximum number of meals will be determined based on the approved level of meal services designated by the administrating office for each site serving meals provided by the contractor. Howavir, if average meals delivered per day by type over the contract period fall below 90% of the applicable average daily estimate, adjustments will be made to the per unit price in accordance with Schedule D.

- Evaluation of Bidders: Each bidder will be evaluated on the following factors:
  - a. Financial capability to perform a contract of the scope required;
  - Adequacy of plant facilities for food preparation, with approved license certification that facilities meet all applicable State and local health, eafety and eartitation standards;
  - Previous experience of the bidder in performing series similar in nature and scope.
  - Other factors such as transportation capability, satisfation, and packaging.

Blidders that do not eatheractorily maet the above orderia may be rejected as non-responsive and not be considered for award.

6. Meal Orders Sponsors will order meals an of the week preceding the week of delivery orders will be places for the total number of operating days in the euphocoding week and will include breakdown totals for each alte and each type of meal.

- 7. Meal-Cycle Change Procedure, Meals will be delivered on a daily basts in accordance with the menu cycle which appears in Schedule B. Menu changes may be made only when agreed upon by both parties. When an emergency situation extens 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 vendor's suggested food cost, periodically throughout the contract period.
- 8. Non-nomplianos. The Sponeor reserves the right to inspect and determine the quality of food delivered and reject any make which to requirements and specifications of the contract. The contractor will not be paid for unauthorized manu changes, incomplete meals, meals not delivered within the specified delivery time.

<sup>\*</sup> See appendices for additional bid and procurement apsoluteations: Bid Specifications Appendix p.27 and Schedule B-Trood and Beverage Procurement Specifications p.

<sup>\*\*</sup> Insert mutually agreed day.

<sup>\*\*\*</sup> Sponsor shall insert appropriate number,

period and meals rejected because they do not comply with the specifications. The Sponsor reserves the right to obtain meals from other sources, if meals are rejected due to any of the stated reasons. The contractor will be responsible for any excess cost but will receive no adjustment in the event the rmeals are produced at lesser cost. The Sponsor or inspecting agency shall notify the contractor in writing as to the number of rmeals rejected and the reasons for rejection.

The SFSP regulations proved that statistical sampling methods may be used to disallow payment for meals which are not served in compliance with Program regulations. In the event that disallowances are made on the basis of statistical sampling, the Sponsor and the administering agency as to the number of meals disallowed, the reasons for disallowance, and the methodology of the statistical sampling procedures employed.

### 9. Specifications

### A. Packaging:

- Hot Meal Unit Package suitable for maintaining meals in accordance with local health standards. Container and overlay should have an air-tight closure, be of nontoxic material, and be capable of withstanding temperatures of 400 degrees (204 degrees C) or higher.
- Cold Meal Unit (or Uninecessary to Heat) Container and overlay to be plastic or paper and non-toxic.
- 3) Cartons—Each carton to be labeled. Label : to Include;
  - a) Processor's name and address (plant).
  - b) Item identity, meal type.
  - c) Date of production.
  - d) Quantity of individual units per carton.
- Meals shall be delivered with appropriate nonfood Items: condiments, straws for milk,

8500.05089.070

napkins, single service were, etc. Sponsor shall insert the types of nonfood items that are necessary for the meals to be eaten:

STRAWS, NAPKINS, SPORKS CONDIMENTS, MUSTARD, KETCHUP, MAYONNAISE, SALAD DRESSING

a) Food Preparation:

Meals shall be prepared in accordance with State and local health standards.

b) Food Specifications:

Bids are to be submitted on the menu cycle included in Schedule B; and portions shall, as a minimum, be the quantities specified by USDA for each component of each meal, as included in Schedule C of this contract.

All meals in the menu cycle must meet the food specifications and quality standards. All meat and meat products shall have been slaughtered, processed and manufactured in plants inspected under USDA approved inspection program and bear the appropriate seal. All meat and meat products must be sound, sanitary and free of objectionable odors or signs of deterioration of delivery.

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.

### GENERAL CONDITIONS

### 1. Delivery Regularinents

- Delivery will be made by the contractor to each site in accordance with the order from the Sponsor.
- B. Meale are to be delivered daily, unloaded, and placed in the designated location by the contractor's personnel at each of the sites and times listed in schedule A. M. C. The contractor shall be responsible for delivery of all
- C. The confractor shall be responsible for delivery of all meals and/or delivery products at the specified time, Adequate refrigeration or heating shall be provided during delivery of all food to insure the wholesomeness of food at delivery in accordance with State or local health codes.
- D. The Sponsor reserves the right to add or delete food service sites by amendment of the initial flat of approved sites in Schedule A and make changes in the approved level for the meximum number of meals which may be served under the Program at each alte (established under Section 225.6(d/2) of the SPSP regulations). The Sponsor shall invitiv the contractor by providing an amendment to Schedule A of all altes which are approved, pencelled, or terminated subsequent to acceptance of this contract, and of any changes in the approved level of meal service for a site. Such amendments shall be provided within \* hours or less.

# 2. Supervision and inspection

The contractor shall provide management supervision at all times and maintain constant quality control inspections to check for portion size, appearance and packaging, in addition to the quality of products.

3. Recordiseeping VENDAR MUST INCLUDE TIME

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 fickets must be itemized to show the number of meals of each type delivered to each site.

Designees to the Sponsor at each site will check adequacy of delivery and meals before signing the delivery ticket. Involces shall be accepted by the

- Sponsor only if signed by Sponsor's designes at the site.
- B. The contractor shall maintain records supported by delivery tickets, invoices, receipts, purchase orders, production records for this contract, or other evidence for inspection and reference, to support payments and claims.
- C. The books and records of the contractor pertaining to this contract shall be available for a period of three years from the date of submission of the Sponsor's final datm for rembutesment, or until the final resolution of any audits, for inspection and audit by representatives of the State agency, representative of the U.S. Department of Agriculture, the Sponsor and ins U.S. General Accounting Office at any reasonable time and place.

### 4. Method of Payment

The contractor shall submit its itemized involces to the Sponsor in COMMING. In compliance with Section 225.6(h)(2)(h) of the SFSP regulations. Each involce shall give a detailed breakdown of the number of meals delivered at each eite during the preceding period. The Sponsor shall calculate the average number of meals delivered each day for the applicable period. Payment will be made at the unli price shown for that range. Each payment period will be calculated and paid for independent of other periods. No payment shall be made unless the required delivery receipts have been algred by the site representative of the Sponsor.

The confractor shall be paid by the Sponsor for all mesis delivered in accordance with this contract and SFSP regulations. However, melther the Department 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 reimburgement.

### 5. Inspection of Facility

A. The Sponsor, the State agency and USDA reserve the right to inepect the contractor's facilities without notice at any time during the contract period, including the right to be present during preparation and delivery of meals.

<sup>\*</sup> Insert mutually agreed upon number.

<sup>\*\*</sup> Sponsor shall insert "weekly", "bl-weekly" or "monthly.

- B. The contractor's facilities shall be subject to periodic inspections by State and local health departments of any other agency designated to inspect meal quality for the State. This will be accomplished in accordance with USDA regulations.
- C. The contractor shall, when required by the State Health Department, provide meals which it prepares to be inspected by the local health department or an independent agency to determine bacterial levels in the meals being served. Such levels 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. The results of the inspections must be submitted promptly to the Sponsor and State agency.

### 6. Performance Bond Regulrement

The successful bidder shall provide the Sponsor with a performance bond in the amount of 10 %; of the contract piles. The bond shall be executed by the contract piles. The bond shall be executed by the contract piles. The bond shall be executed by the contract piles. The bonding and surely companies contained in the current Department of Treasury Circular 570. Only those bonding and surely companies contained in the current Treasury Officials 570 that be used to botain the regulated bonding. The Treasury Circular is published annually, for the Information of Federal bonding officers and persons required to give bonds to the United States. All certificates of Authority expire June 30, and are renewable July 1, annually.

The bond shall be furnished not later than ten days: following award of the contract:

### 7. Insurance

Soonsors will insert herein their insurance reculrements.

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

### 9. Number of Meals and Delivery Times

The contractor must provide exactly the number of masts ordered. Counts of masts will be made by the Sponsor at all sites before meals are accepted. Damaged or incomplete meals are accepted. Damaged or incomplete meals at the included when the number of delivered meals is determined.

\*\*\* Sponsor shall set time in accordance with State agency instructions.

\*\*\* Insert same number as in Section F #1-D on page 8.

### 10. Emergencies

In the event of unforeseen emergency dirpurpatances, the contractor shall immediately hortly the sponsor by telephone or telegraph of the following: (1) the impossibility of on-time delivery; (2) the dirpurpatance(s) precluding delivery; and (3) a statement of whether or not succeeding deliveries will be affected. No paying the will be made for deliveries made later than the hours after specified meat time.

Emergeiroy drournelances at the filte precluding utilization of meals are the concern of the Sponsor may carbol orders provided it gives the contractor at least the contractor at least upon between the parties to this contract.

Adjustment for emergency situations affecting the contractor's spillty to deliver meals, or Spansot's ability to utilize meals, for periods longer than 24 hours will be metually worked out between the contractor and Spansor.

### 11. Terminadon

This contract may be teminated for cause by either party with 60-days or more notification. The Sponsor shall have the right, upon such written notice, to terminate the contract and the contractor or surety company, if applicable, shall be liable for any damages incurred by the Sponsor. Prior to termination, the Sponsor shall contact the State agency or regional office concerning procedures for enducting a re-procurement action.

- A. The Sponsor reserves the right to terminate this contract if the contractor falls 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 non-compliance in writing:
- 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, pits 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 reversible treatment with respect to the swarding or amending of the contract, provided that the existence of the facile upon which the Sponsor makes such findings shall be in leave and may be reviewed in any competent court.

C. In the event this contract is terminated as provided in paragraph (b) hereof, the Sponsor shall be entitled (!) to pursue the same remedies against the contractor as it could pursue in the event of a breach of contract by the contractor, and (ii) as penalty in addition to any other damages in an amount which shall not be less than three nor more than ten times the cost incurred by the contractor in providing any such gratuities to any such officer or employee

### 12. Subcontractors and Assignments

The contractor shall not subcontract for the total meal, or for the assembly of the meals, and shall not assign, without the advance written consent of the Sponsor, this contract or any interest therein.

### 13. Quality Control Plan

To ensure that health and sanitation requirements are met at all times in the preparation and delivery of the summer meals; each vendor must submit the following documents with the invitation for bid:

- A. A copy of the company's quality control assurance plan that provides complete details on the quality assurance procedures for meal preparation, packaging of food items, transportation and delivery schedules.
- B. Quality assurance procedures shall identify the food production monitoring methods used to ensure that all foods are handled in a safe and sanitary manner. Quality assurance procedures will include but shall not be limited to the following:
  - The production/handling procedures for food (meal assembly shall identify specific measures designed to moritor and assure the maintenance of personnel hygiene, sanitary conditions of the facility and the length of time associated with meal production periods.
  - 2) Food product temperature monitoring procedures must provide a description of the procedures utilized to assure maintenance of safe food temperatures during all phases of handling, production, storage and shipment of meals. All records used for monitoring and recording food temperatures must be maintained.

After the contract has been awarded and the program is in operation, the vendor is responsible for submitting a copy of the records used for monitoring and recording food temperature during handling, production, storage, and delivery of the meals to the sponsor.

The vendor is also responsible for submitting samples of weights taken during program operations. It is the responsibility of the Sponsor to ensure that the Quality Control Plan is in place before the contract begins:

# **GENERAL PROVISIONS**

### Equal Opportunity

"The FSMC shall comply with Title VI of the Civil Rights Act of 1.964, as amended, USDA regulations Implementing Title IX of the Education Amendments, and Section 504 of the Rehabilitation Act of 1973, and any additions or amendments." The FSMC shall comply with Equal Employment Opportunity provision, Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1984-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,"

### Clean Air and Water

If this contract is in excess of \$250,000, the Sponsor and FSMC shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 USC 1857), or the Federal Water Pollution Control Act (33 USC 1319), as amended.

### Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180,220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

### Assurance of Civil Rights Compliance

"The veridor hereby agrees that it will comply with Title VI of the CIVII Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.O. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 of sag.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the vehdor receives Federal financial assistance from FNS; and hereby gives assurance that it will Immediately take measures necessary to effectuate this agreement,

"By accepting this assurance, the vendor agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the vendor, its successors, transferees, and assignees as long as it receives assistence or retains possession of any assistance from USDA. The person or petsons whose signatures appear below are authorized to sign this assurance on the behalf of the yendor,"

# U. S. DEPARTMENT OF AGRICULTURE

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

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

# (BEFORE COMPLETING CERTIFICATION, READ INSTUCTIONS ON REVERSE)

Regina Caterors, Inc.

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

regina datorers, me.	Summer Food Service Program	•
Organization Name	PR/Award Number or Project Name	THE COMMENT AND COMMENT OF THE COMME
Fozan Pirzada, President & CEO		
Name(s) and Title(s) of Authorized Representative(s)		hall have a supply to the later time we have refreshed to stand of projections to
	05-01-19	
Signature(s)	Date	Martin de para esta esta esta esta esta esta esta est

# INSTRUCTIONS FOR CERTIFICATION

- 1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person in 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 the 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 titles "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prespective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
- 8. Nothing contained in the foregoing shall be construed to required establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower fler covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available in the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

# Form #7 - Debarment Option B

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

SFAs are required to ensure that all sub-contractors and sub-grantees are neither excluded nor disqualified under the suspension and debarment rules found at 2 CFR 200.212 by doing any one of the following:

- Checking the Excluded Parties List found at the System for Award Management www.SAM.gov;
- Collecting a certification that the entity is neither excluded nor disqualified. Since a Federal certification form is no longer evaluable, the grantee of sub-grantee electing this method must devise its own;
- Including a clause to this effect in the sub-grant agreement and in any procurement, contract expected to equal or exceed \$25,000, awarded by the grantee or a sub-grantee under its grant or sub-grant;
- Sub-grantee and contractors must obtain a DUNS Number. All Federal Government awards are required to have a DUNS number. To obtain a DUNS number, contact Dun and Bradstreet at 1-or visit their website at <a href="https://eupdate.dnb.com/requestoptions.asp">https://eupdate.dnb.com/requestoptions.asp</a>. There is no charge for a DUNS number. The DUNS number serves as a means of tracking and identifying applications for Federal assistance and is required on all applications for Federal assistance.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension. 2 CFR 200.212 Suspension and Debarment. The regulations were published as Part III of the December 26, 2013, <u>Federal Register</u> (pages 78590-78691). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

# (BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

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

Regina Caterers, Inc.	Summer Food Service Program
Organization Name	PRVAward Number or Project Name
Fozan Pirzada, President & CEO	
Name and Title(s) of Authorized Representative(s)	
	05-01-19
Signature	Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 USC 1352

(See reverse for public burden disclosure)

Approved by OMB 0348-0046

b, grant b, initi	deral Action: /offer/applications al award st-award	3. Report type: a. initial filling b. material change for Material Change only: year quarter date of last report
4. Name and Address of Reporting Entity:	5. If Reporting E	Entity in #4 is Subawardee, enter
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10. a. Name and Address of Lobbying Entity (if Individual, last name, first name, MI):	different from #10a	iforming Services (Including address if a.) (last name, first name, MI):
Attach Cor	itinuation Sheet(s) SF-LLL-A if necessary	<i>t</i>
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14. Brief Description of Services Performed or to be	Performed and Date(s) of Se	ervice, including officer(s), employee(s), or
Member(s) contacted, for Payment I	idloated in Item 11:	1,7,,,,
Altach Cont	Inuation Sheet(s) SF-LLL-A if necessary	
15. Continuation Sheet(s) SR-LLL-A attached:	yes. no	
16. Information requested through this form is authorized by	the state of the s	
title S1 USC section 1352. This disclosure of lobbying activities is a material representation of fact upon which	Signature:	C.
reliance was placed by the lier above when this transaction	Print Name: FORA	81 /2 ZADA
was made or entered into. This disclosure is required pursuant to 31 USC 1352. This information will be reported to	Title: (CESID	EX CEC 919 940-5640
the congress semi-annually and will be available for public inspection. Any person who falls to file the regulred	HILLIER NO WOOD	919 440-5640
disclosure shalf be subject to a civil penalty not less than	Telephone #:	111 770 30 10
10,000 and not more than \$100,000 for each such failure. Fiederal Usa Only:		Authorized for Local
		Reproduction Standard

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

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filling, pursuant to title 31 U.S.C section 1952. The filling of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filling and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- Identify the type of covered Federal action for which tobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
- 2. Identify the status of the covered Federal action.
- 3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient, include Congressional District, if known.
- 6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or lean award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- 9. For a covered Federal action where there has been an award or loan commitment by the Federal Agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
- 11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- 12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
- 13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
- 14. Provide a specific and entailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
- 15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
- 16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to everage 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed; and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, frictiding suggestions for reducing this burden, to the Office of Management and Budget, paperwork Reduction Project (0-348-0046), Washington, DC 20503.

# INSTRUCTIONS FOR COMPLETION OF SCHEDULE A

### SITE INFORMATION LIST

- 1. Enter Sponsor's name in upper left-hand corner.
- 2. Use correct street address for all sites listed,
- Check "X" if site has adequate refrigeration to store all meals ordered and could receive early deliveries.
- 4. Under columns (1) and (2), enter the beginning and ending dates for meal service at each site.
- Under column (3), enter the total number of days meals will be served at each site.
- 6. Enter in column (5) beside the appropriate meet type, the average number of each type of rised that is estimated to be served each day at the site. For example, if a site plans to serve 11,000 lunches for 44 days during the summer, then the average is 250 (11,000 + 44). Do not

insert the maximum number that will be served on a particular day during the summer.

- 7. Enter in column (6) the result of column (3) times column (6).
- 8. Enter in column (7) the delivery time for each meal type.

When estimating the Average Meals Served Per Day (column (5)), use the average from the prior summer if the alte was in operation at that time.

Since Schedule A must be completed wall in advance of the application deadline, it is recognized that changes will occur in the data by the time the program begins. However, be as accurate as possible since the data is used by the vendor to arrive at his bid prices. The vendor awarded the bid will accept changes after the bid opening.

# SUMMER FOOD SERVICE PROGRAM Sites Where Program Will Operate

Spinsor Name		a garan dan gamak karan dagap panggap palamah da	Addres		ny <del>dia kaominina di kina ma</del>	Contect Person/Phone # Food Service Mana Ner			Food Service Management Company Name		
Nenta of Site Address & Phone #	Authörized Designee	Holo Feek Yes	ling Itlas Ko	Da Begin (1)	ies End (2)	Days of The Wask (3)	Total Deys Operating (4)	Type(s) of Meal	Estimated Aver. # of Meels/Dey (6)	Total Number of Meals (4 x 8) (7)	Dalvery Time for each Meel Type (8)
			Address to Land	,,,,		(0)	14)	Greeklast AM Snank Lunch PM Snack Supper			
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	Towns and the second se							Supper Breakfast AM Snack Lunch			
			an parameter and the special s	•		-		PM Snack Supper Breekfest AM Snack			
				,	en arabit is sarby delica de		-	Lunch -PM Snask -Supper -Breakfast			
				merurethdoupsi				AM Snack Lunch PM Snack Supper			

Rassau County Bepartment of Social Services 5D Charles Undbergh Block Unbondate, NY 11553

# .ವಿರಚ್ಛಿತಿಬಹಾರ್ಣಕ Food Service Program

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	515-485-3661 515-481-7690 515-481-7690	21647541511 0000941511511 00009415951 00009415951 00009415951	\$16-22-9592 \$16-22-9592 \$16-23-6244 \$16-27-9030 \$18-27-2007 \$46-538-7517 \$46-538-7517	1002-56-515 (1052-575) 1002-575 1002-57	51,6-34,7-7500 -51,6-32,2-5618 518-34,5-7201 516-345-7205 n/a n/a n/a n/a n/a n/a n/a	Size information List (Schedule A) Sign Size Size Size Fhorself Cally
	n/a 516-784-1518, 516-567-5699	\$16-456-31/18 \$16-456-31/18 \$16-425-1648 \$16-316-34/18 [[]\$]/\$21/50/7[[] 1/a	478 516-859-0556 516-732-4537 516-739-4574 516-850-1574 546-729-4459 516-830-5489	547-281-4514 631-745-0010 1516-505-544-5	\$16-200-48239 645-682-0580 50,7-324-5047 516-598-4239 515-394-5006 547-825-8584 547-825-8580 547-825-8580 547-825-8580	hedule A) Supervisor Celiphose ii
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SCHEDULE B

U.S. DEPARTMENT OF AGRICULTURE - FOOD AND NUTRITION SERVICE

# SUMMER FOOD SERVICE PROGRAM MENU CYCLE\*

\* Sponsor shall attach a menu cycle for each site.

Regina Caterers Summer Snack & Lunch
Nassau County Summer Food Program
Menus

- > Production Plans

# Monday

### Tuesday

# Wednesday

### Thursday

### Friday

### Jul 8

Turkey & Cheese Wgr Roll Plums (2) 100% Fruit Juice, Asstd 1% Milk 8oz

# Jul 9

Egg Salad Sandwich Wgr Bun Carrots 100% Fruit Juice, Asstd Chocolate Milk Skim

Turkey Salami Sandwich Orange 100% Fruit Juice, Asstd Chocolate Milk Skim Mustard

Turkey Ham Sandwich Cheese Slice **Baby Carrots** 100% Fruit Juice, Asstd 1% Milk 8oz

Chk Salad w/ Wgr Bun Baby Carrots 100% Fruit Juice, Asstd Chocolate Milk Skim

### au is

Asstd Yogurt String Cheese WW Bagel Baby Carrots 100% Fruit Juice, Asstd Chocolate Milk Skim

### ALL IS

Chicken Patty w/ WG Bun Pear 100% Fruit Juice, Asstd 1% Milk 8oz

Tuna Salad WGR Hamburger Bun Applesauce 100% Fruit Juice, Asstd Chocolate Milk Skim

### 20117

### Jul 18

LS Turkey Sandwich Baby Carrots 100% Fruit Juice, Asstd 1% Milk 8oz

T. Bologna & Cheese Wgr Bun Orange 100% Fruit Juice, Asstd Chocolate Milk Skim

### Jul 22

Sun Butter & Jelly Sandwich String Cheese Apple 100% Fruit Juice, Asstd Chocolate Milk Skim

### 10,23

Turkey & Cheese Wgr Roll Plums (2) 100% Fruit Juice, Asstd 1% Milk 8oz

### Jul 24

Egg Salad Sandwich Wgr Bun Carrots 100% Fruit Juice, Asstd Chocolate Milk Skim

### Jul 25

Turkey Salami Sandwich Orange 100% Fruit Juice, Asstd Chocolate Milk Skim Mustard

### Jul 26

Turkey Ham Sandwich Cheese Slice **Baby Carrots** 100% Fruit Juice, Asstd 1% Milk 8oz

### Jul 29

Chk Salad w/ Wgr Bun **Baby Carrots** 100% Fruit Juice, Asstd Chocolate Milk Skim

### Jul 30

Asstd Yogurt String Cheese WW Bagel Baby Carrots 100% Fruit Juice, Asstd Chocolate Milk Skim

### Jul 31

Pear 100% Fruit Juice, Asstd

Chicken Patty w/ WG Bun 1% Milk 8oz

Regina Caterers 6409 11th ave Brooklyn, NY 11219

This institution is an equal opportunity employer

# Monday

# Tuesday

# Wednesday

# Thursday

# Friday

Tuna Salad WGR Hamburger Bun Applesauce 100% Fruit Juice, Asstd Chocolate Milk Skim

LS Turkey Sandwich Baby Carrots 100% Fruit Juice, Asstd 1% Milk 8oz

### Aug 5

T. Bologna & Cheese Wgr Bun Orange 100% Fruit Juice, Asstd Chocolate Milk Skim

### Aug 6

Sun Butter & Jelly Sandwich String Cheese Apple 100% Fruit Juice, Asstd Chocolate Milk Skim

# AUG ZA

Turkey & Cheese Wgr Roll Plums (2) 100% Fruit Juice, Asstd 1% Milk 8oz

# Aug 8

Egg Salad Sandwich Wgr Bun Carrots 100% Fruit Juice, Asstd Chocolate Milk Skim

# Aug 9

Turkey Salami Sandwich Orange 100% Fruit Juice, Asstd Chocolate Milk Skim Mustard

# Aug 12

Turkey Ham Sandwich Cheese Slice Baby Carrots 100% Fruit Juice, Asstd 1% Milk 8oz

### Aug (S)

Chk Salad w/ Wgr Bun Baby Carrots 100% Fruit Juice, Asstd Chocolate Milk Skim

### Aug 14

Asstd Yogurt String Cheese WW Bagel Baby Carrots 100% Fruit Juice, Asstd Chocolate Milk Skim

### Aug 6

Aug 1

Chicken Patty w/ WG Bun Pear 100% Fruit Juice, Asstd 1% Milk 8oz

### Aug 16

Applesauce Chocolate Milk Skim

Tuna Salad WGR Hamburger Bun 100% Fruit Juice, Asstd

Regina Caterers 6409 11th ave Brooklyn, NY 11219

This institution is an equal opportunity employer

Monday	07/08/2019 Reimbursable Meal Tota	II ==>> 2461				
No.	Name	Portion Size	Reim- burse	A La Carte	Total	Recipe Source
990863	Turkey & Cheese Sandwich LS	2.4oz,1oz chees	2461	0	2461	Adamin'ny sy sampangan kao mpangangan pangangan pangangan pangan pangangan pangangan pangangan pangangan panga
000094	Plums, Fresh	2 small	2461	0	2461	**************************************
990867	Fruit Juice Assorted	4oz Cup	2461	0	2461	***************************************
000230	Milk, 1% low-fat	1 half pint	2461	0	2461	
Tuesda	y 07/09/2019 Reimbursable Meal Tota	ıl ==>> 2461			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
No.	Name	Portion Size	Reim- burse	A La Carte	Total	Recipe Source
990864	EGG SALAD SANDWICH on Wgr Bun	1/3cup, 1 roll	2461	0	2461	7777
990383	Carrots	1/2 cup	2461	0	2461	
990867	Fruit Juice Assorted	4oz Cup	2461	0	2461	
990207	Chocolate Milk Skim	half pint	2461	0	2461	\$
Wednes	sday 07/10/2019 Reimbursable Meal Tota	ıl ==>> 2461	,,,,			<u> </u>
No.	Name	Portion Size	Reim- burse	A La Carte	Total	Recipe Source
990865	Turkey Salami Sandwich	2 oz, 2 bread	2461	0	2461	THE PROPERTY OF THE PROPERTY O
990047	Orange	1 medium	2461	0	2461	
990867	Fruit Juice Assorted	4oz Cup	2461	0	2461	
990207	Chocolate Milk Skim	half pint	2461	0	2461	
000223	MUSTARD: individual PC	Pkt 5g	2461	0	2461	***************************************
Thursda	ay 07/11/2019 Reimbursable Meal Tota	al ==>> 2461				
No.	Name	Portion Size	Reim- burse	A La Carte	Total	Recipe Source
990256	Turkey Ham Sandwich	Sandwich	2461	0	2461	100 C C C C C C C C C C C C C C C C C C
990142	Cheese Slice	Slice	2461	0	2461	4.8 Marii (6.4 Marii 4.4 M
990135	Baby Carrots	1/2 cup	2461	0	2461	K ( ( ( ( ( ( ( ( ( ( ( ( ( ( ( ( ( ( (
990867	Fruit Juice Assorted	4oz Cup	2461	0	2461	
000230	Milk, 1% low-fat	1 half pint	2461	0	2461	1. Consideration 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.
Friday	07/12/2019 Reimbursable Meal Tota	al ==>> 2461				
No.	Name	Portion Size	Reim- burse	A La Carte	Total	Recipe Source
990866	wgr Chicken Salad Bun	Wgr Bun, 1/2 c	2461	0	2461	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
990135	Baby Carrots	1/2 cup	2461	0	2461	\$\$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
990867	Fruit Juice Assorted	4oz Cup	2461	0	2461	**************************************
990207	Chocolate Milk Skim	half pint	2461	0	2461	The second secon

Monday	07/15/2019 Reimbursable Meal To	otal ==>> 2461				
No.	Name	Portion Size	Reim- burse	A La Carte	Total	Recipe Source
990794	Asstd Yogurt MMA	4oz	2461	0	2461	ti (1900-1906) (
990167	String Cheese	1 oz	2461	0	2461	564 <del>1644 (1444 (1444 - 1444 (1444 (1444 (1444 (1444 (1444 (1444 (1444 (1444 (1444 (1444 (1444 (1444 (1444 (14</del>
990250	Regina Whole Wheat Bagel	1 Bagel	2461	0	2461	**************************************
990135	Baby Carrots	1/2 cup	2461	0	2461	***************************************
990867	Fruit Julce Assorted	4oz Cup	2461	0	2461	**************************************
990207	Chocolate Milk Skim	half pint	2461	0	2461	<del></del>
Tuesday	y 07/16/2019 Reimbursable Meal To	otal ==>> 2461				
No.	Name	Portion Size	Reim- burse	A La Carte	Total	Recipe Source
990128	Grilled Chicken Patty #035350 w/ WG Bun	3oz Piece, 1bun	2461	0	2461	
990045	Pear	1 medium	2461	0	2461	
990867	Fruit Juice Assorted	4oz Cup	2461	0	2461	4,000,000,000,000,000,000,000,000,000,0
000230	Milk, 1% low-fat	1 half pint	2461	0	2461	
Wednes	sday 07/17/2019 Reimbursable Meal To	otal ==>> 2461				5
No.	Name	Portion Size	Reim- burse	A La Carte	Total	Recipe Source
990781	Tuna Salad LS	1/2 cup	2461	0	2461	
990231	Hamburger Bun	2.15oz Bun	2461	0	2461	
990205	Applesauce, unsweetened	4oz	2461	0	2461	
990867	Fruit Juice Assorted	4oz Cup	2461	0	2461	
990207	Chocolate Milk Skim	half pint	2461	0	2461	
Thursda	ay 07/18/2019 Reimbursable Meal To	otal ==>> 2461				A CONTRACTOR OF THE CONTRACTOR
No.	Name	Portion Size	Reim- burse	A La Carte	Total	Recipe Source
990334	Turkey Breast Sandwich Low Sodium	sandwich	2461	0	2461	337447979797979797666867976668678664866444666484466466466466466646
990135	Baby Carrots	1/2 cup	2461	0	2461	A CONTRACTOR OF THE PERSON OF
990867	Fruit Juice Assorted	4oz Cup	2461	0	2461	99 <sup>7</sup> -999-990-990-990-990-990-990-990-990-99
000230	Milk, 1% low-fat	1 half pint	2461	0	2461	1900-1900-1900-1900-1900-1900-1900-1900

Friday	07/19/2019 Reimbursable Meal	Total ==>> 2461				
No.	Name	Portion Size	Reim- burse	A La Carte	Total	Recipe Source
990868	Turkey Bologna & Cheese Sandwich	2oz meat,2bread	2461	0	2461	
990047	Orange	1 medium	2461	0	2461	delicitation and design and an experience of the second second second second second second second second second
990867	Fruit Juice Assorted	4oz Cup	2461	0	2461	
990207	Chocolate Milk Skim	half pint	2461	0	2461	
Monday	07/22/2019 Reimbursable Meal	Total ==>> 2461	(			
No.	Name	Portion Size	Reim- burse	A La Carte	Total	Recipe Source
990869	Sun Butter & Jelly Sandwich	1 oz, 2 slices	2461	0	2461	
990167	String Cheese	1 oz	2461	0	2461	
000064	Apple, Fresh	2 each (small)	2461	0	2461	
990867	Fruit Juice Assorted	4oz Cup	2461	0	2461	anti-anti-anti-anti-anti-anti-anti-anti-
990207	Chocolate Milk Skim	half pint	2461	0	2461	
Tuesda	y 07/23/2019 Reimbursable Meal	Total ==>> 2461	I		1 Mahada	J
No.	Name	Portion Size	Reim- burse	A La Carte	Total	Recipe Source
990863	Turkey & Cheese Sandwich LS	2.4oz,1oz chees	2461	0	2461	
000094	Plums, Fresh	2 small	2461	0	2461	**************************************
990867	Fruit Juice Assorted	4oz Cup	2461	0	2461	## 1
000230	Milk, 1% low-fat	1 half pint	2461	0	2461	**************************************
Wednes	sday 07/24/2019 Reimbursable Meal	Total ==>> 2461	Anne		**************************************	k
No.	Name	Portion Size	Reim- burse	A La Carte	Total	Recipe Source
990864	EGG SALAD SANDWICH on Wgr Bun	1/3cup, 1 roll	2461	0	2461	7
990383	Carrots	1/2 cup	2461	0	2461	**************************************
990867	Fruit Juice Assorted	4oz Cup	2461	0	2461	***************************************
990207	Chocolate Milk Skim	half pint	2461	0	2461	**************************************

Thursda	ay 07/25/2019 Reimbursable Meal Tota	I ==>> 2461				
No.	Name	Portion Size	Reim- burse	A La Carte	Total	Recipe Source
990865	Turkey Salami Sandwich	2 oz, 2 bread	2461	0	2461	**************************************
990047	Orange	1 medium	2461	0	2461	Michigan da
990867	Fruit Juice Assorted	4oz Cup	2461	0	2461	rdd dair ddi ddianaigh fergan y gygyn yggann ggygroeg y gaellar y gybriol y ddiadaeth ddiannol dag benn og y gggggagaga y gybriol y gy
990207	Chocolate Milk Skim	half pint	2461	0	2461	^^~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
000223	MUSTARD: individual PC	Pkt 5g	2461	0	2461	***************************************
Friday	07/26/2019 Reimbursable Meal Tota	l ==>> 2461		414-1-41-41-414-4		
No.	Name	Portion Size	Reim- burse	A La Carte	Total	Recipe Source
990256	Turkey Ham Sandwich	Sandwich	2461	0	2461	
990142	Cheese Slice	Slice	2461	0	2461	
990135	Baby Carrots	1/2 cup	2461	0	2461	
990867	Fruit Juice Assorted	4oz Cup	2461	0	2461	
000230	Milk, 1% low-fat	1 half pint	2461	0	2461	
Monday	07/29/2019 Reimbursable Meal Tota	==>> 2461				I
No.	Name	Portion Size	Reim- burse	A La Carte	Total	Recipe Source
990866	wgr Chicken Salad Bun	Wgr Bun, 1/2 c	2461	0	2461	Colomon Annagon and good open property of the property of the Colomon and the
990135	Baby Carrots	1/2 cup	2461	0	2461	\(\tag{\tag{\tag{\tag{\tag{\tag{\tag{\tag
990867	Fruit Juice Assorted	4oz Cup	2461	0	2461	
990207	Chocolate Milk Skim	half pint	2461	0	2461	
Tuesda	y 07/30/2019 Reimbursable Meal Tota	l ==>> 2461	A			4
No.	Name	Portion Size	Reim- burse	A La Carte	Total	Recipe Source
990794	Asstd Yogurt MMA	4oz	2461	0	2461	The state of the s
990167	String Cheese	1 oz	2461	0	2461	The control of the co
990250	Regina Whole Wheat Bagel	1 Bagel	2461	0	2461	The control of the co
990135	Baby Carrots	1/2 cup	2461	0	2461	**************************************
990867	Fruit Juice Assorted	4oz Cup	2461	0	2461	\$\frac{1}{2}\frac{1}{2
990207	Chocolate Milk Skim	half pint	2461	0	2461	

	day 07/31/2019 Reimbursable Meal To	otal ==>> 2461				
No.	Name	Portion Size	Reim- burse	À La Carte	Total	Recipe Source
990128	Grilled Chicken Patty #035350 w/ WG Bun	3oz Piece, 1bun	2461	0	2461	7 <del>777777777777777777777777777777</del> 7777777
990045	Pear	1 medium	2461	0	2461	00-199999-10-39904-4-4-00-4-4-594-1990-1990-1990-1-4-4-4-9-4-4-6-4-4-4-4-4-4-4-4-4-4-4-4-4
990867	Fruit Juice Assorted	4oz Cup	2461	0	2461	CO-CONTROL CONTROL CON
000230	Milk, 1% low-fat	1 half pint	2461	0	2461	**************************************
Thursda	ay 08/01/2019 Reimbursable Meal To	otal ==>> 2461				
No.	Name	Portion Size	Reim- burse	A La Carte	Total	Recipe Source
990781	Tuna Salad LS	1/2 cup	2461	0	2461	
990231	Hamburger Bun	2.15oz Bun	2461	0	2461	**************************************
990205	Applesauce, unsweetened	4oz	2461	0	2461	
990867	Fruit Juice Assorted	4oz Cup	2461	0	2461	***************************************
990207	Chocolate Milk Skim	half pint	2461	0	2461	
Friday	08/02/2019 Reimbursable Meal To	otal ==>> 2461				
No.	Name	Portion Size	Reim- burse	A La Carte	Total	Recipe Source
990334	Turkey Breast Sandwich Low Sodium	sandwich	2461	0	2461	
990135	Baby Carrots	1/2 cup	2461	0	2461	Technicistic Mathematical Anniania Andréa (Anniania Anniania Anniana Anniana Anniana Anniana Anniana Anniania A
990867	Fruit Juice Assorted	4oz Cup	2461	0	2461	
000230	Milk, 1% low-fat	1 half pint	2461	0	2461	**************************************
Monday	08/05/2019 Reimbursable Meal To	otal ==>> 2461				
No.	Name	Portion Size	Reim- burse	A La Carte	Total	Recipe Source
990868	Turkey Bologna & Cheese Sandwich	2oz meat,2bread	2461	0	2461	
990047	Orange	1 medium	· 2461	0	2461	
990867	Fruit Juice Assorted	4oz Cup	2461	0	2461	
990207	Chocolate Milk Skim	half pint	2461	0	2461	
Tuesday	y 08/06/2019 Reimbursable Meal To	otal ==>> 2461				
No.	Name:	Portion Size	Reim- burse	A La Carte	Tota	Recipe Source
990869	Sun Butter & Jelly Sandwich	1 oz, 2 slices	2461	0	2461	300000000000000000000000000000000000000
990167	String Cheese	1 oz	2461	0	2461	7
000064	Apple, Fresh	2 each (small)	2461	0	2461	
990867	Fruit Juice Assorted	4oz Cup	2461	0	2461	97 <b>99</b> 000099900990400000000000000000000000
	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	half pint	2461	***************************************	2461	***************************************

No.	Name	Portion Size	Reim- burse	A La Carte	Total	Recipe Source
990863	Turkey & Cheese Sandwich LS	2.4oz,1oz chees	2461	0	2461	ffer a sign of the first term to the sign of the sign
000094	Plums, Fresh	2 small	2461	0	2461	endelektrik (Alandaldelektrik delektrik delektrik delektrik delektrik delektrik delektrik delektrik delektrik d
990867	Fruit Juice Assorted	4oz Cup	2461	0	2461	deldelichteiden ferster der der trag von geranninger spring gegen der diese der delen der der vereine
000230	Milk, 1% low-fat	1 half pint	2461	0	2461	determinen taanallinen manistation minimmään saanaan kantaisia oli kaitaisia kantaisia kantaisia kantaisia kan
Thursda	ay 08/08/2019 Reimbursable l	Meal Total ==>> 2461				
No.	Name	Portion Size	Reim- burse	A La Carte	Total	Recipe Source
990864	EGG SALAD SANDWICH on Wgr Bun	1/3cup, 1 roll	2461	0	2461	**************************************
990383	Carrots	1/2 cup	2461	0	2461	
990867	Fruit Juice Assorted	4oz Cup	2461	0	2461	
990207	Chocolate Milk Skim	half pint	2461	0	2461	
Friday	08/09/2019 Reimbursable	Meal Total ==>> 2461				
No.	Name	Portion Size	Reim- burse	A La Carte	Total	Recipe Source
990865	Turkey Salami Sandwich	2 oz, 2 bread	2461	0	2461	
990047	Orange	1 medium	2461	0	2461	
990867	Fruit Juice Assorted	4oz Cup	2461	0	2461	
990207	Chocolate Milk Skim	half pint	2461	0	2461	
000223	MUSTARD: individual PC	Pkt 5g	2461	0	2461	**************************************
Monday	y 08/12/2019 Reimbursable	Meal Total ==>> 2461				***************************************
No.	Name	Portion Size	Reim- burse	A La Carte	Total	Recipe Source
990256	Turkey Ham Sandwich	Sandwich	2461	0	2461	The state of the s
990142	Cheese Slice	Slice	2461	0	2461	
990135	Baby Carrots	1/2 cup	2461	0	2461	
990867	Fruit Juice Assorted	4oz Cup	2461	0	2461	
000230	Milk, 1% low-fat	1 half pint	2461	0	2461	
Tuesda	y 08/13/2019 Reimbursable	Meal Total ==>> 2461				
No.	Name	Portion Size	Reim- burse	A La Carte	Tota	Recipe Source
990866	wgr Chicken Salad Bun	Wgr Bun, 1/2 c	2461	0	2461	**************************************
990135	Baby Carrots	1/2 cup	2461	0	2461	***************************************
990867	Fruit Juice Assorted	4oz Cup	2461	0	2461	19 19 19 19 19 19 19 19 19 19 19 19 19 1
				***********************	*********************	**************************************

Wednes	day 08/14/2019 Reimbursable Meal Total	==>> 2461				
No.	Name	Portion Size	Reim- burse	A La Carte	Total	Recipe Source
990794	Asstd Yogurt MMA	4oz	2461	0	2461	
990167	String Cheese	1 oz	2461	0	2461	99 (21 BB) 17 79 79 79 3 70 00 00 70 00 70 00 170 18 18 19 70 70 10 10 10 10 10 10 10 10 10 10 10 10 10
990250	Regina Whole Wheat Bagel	1 Bagel	2461	0	2461	**************************************
990135	Baby Carrots	1/2 <b>cu</b> p	2461	0	2461	00000400000000000000000000000000000000
990867	Fruit Juice Assorted	4oz Cup	2461	0	2461	heretal-initians permaneth correspondent (special permanent) (special permanent) (special permaneth (special permanent) (speci
990207	Chocolate Milk Skim	half pint	2461	0	2461	**************************************
Thursda	ay 08/15/2019 Reimbursable Meal Tota	l ==>> 2461				
No.	Name	Portion Size	Reim- burse	A La Carte	Total	Recipe Source
990128	Grilled Chicken Patty #035350 w/ WG Bun	3oz Piece, 1bun	2461	0	2461	
990045	Pear	1 medium	2461	0	2461	
990867	Fruit Juice Assorted	4oz Cup	2461	0	2461	
000230	Milk, 1% low-fat	1 half pint	2461	0	2461	
Friday	08/16/2019 Reimbursable Meal Tota	l ==>> 2461		***************************************		NAM-Wilde Address of the Control of
No.	Name	Portion Size	Reim- burse	A La Carte	Total	Recipe Source
990781	Tuna Salad LS	1/2 cup	2461	0	2461	
990231	Hamburger Bun	2.15oz Bun	2461	0	2461	
990205	Applesauce, unsweetened	4oz	2461	0	2461	
990867	Fruit Juice Assorted	4oz Cup	2461	0	2461	
990207	Chocolate Milk Skim	half pint	2461	0	2461	**************************************
	1		A,			J

Monday	07/08/2019	Reimbursable Meal Total =	==>> 2461				
No.	Name	The state of the s	Portion Size	Reim- burse	A La Carte	Total	Recipe Source
990870	Wgr Cheeze-Its		1oz	2461	0	2461	**************************************
990867	Fruit Juice Assorted	744 1994 1844 1844 1944 1944 175 1990 94 12   1990 1844 1744 131 1944 1840 174 (1744 1841 1841 1841 1841 1841 1	4oz Cup	2461	0	2461	990/1980/984-8840/964/066/04-464/044/044/066/064/064/064/064/064/064/
Tuesday	y 07/09/2019	Reimbursable Meal Total :	==>> 2461			Adama (adama ya	
No.	Name		Portion Size	Reim- burse	A La Carte	Total	Recipe Source
990871	Tostitos		1 oz	2461	0	2461	
990867	Fruit Juice Assorted	•	4oz Cup	2461	0	2461	
Wednes	sday 07/10/2019	Reimbursable Meal Total :	==>> 2461				
No.	Name		Portion Size	Reim- burse	A La Carte	Total	Recipe Source
990794	Asstd Yogurt MMA		40 <b>z</b>	2461	0	2461	
990867	Fruit Juice Assorted		4oz Cup	2461	0	2461	
Thursda	ay 07/11/2019	Reimbursable Meal Total :	==>> 2461				
No.	Name		Portion Size	Reim- burse	A La Carte	Total	Recipe Source
990661	Pretzeis		1 oz bag	2461	0	2461	
990867	Fruit Juice Assorted		4oz Cup	2461	0	2461	
Friday	07/12/2019	Reimbursable Meal Total	==>> 2461				
No.	Name		Portion Size	Reim- burse	A La Carte	Total	Recipe Source
990175	WGR Graham Crackers		1 oz bag	2461	0	2461	
990867	Fruit Juice Assorted		4oz Cup	2461	0	2461	
Monday	07/15/2019	Reimbursable Meal Total	==>> 2461				
No.	Name		Portion Size	Reim- burse	A La Carte	Total	Recipe Source
990871	Tostitos		1 oz	2461	0	2461	
990867	Fruit Juice Assorted		4oz Cup	2461	0	2461	TO THE STATE OF TH
Tuesda	y 07/16/2019	Reimbursable Meal Total	==>> 2461				
No.	Name		Portion Size	Reim- burse	A La Carte	Total	Recipe Source
990167	String Cheese		1 oz	2461	0	2461	
990867	Fruit Juice Assorted	- management of the control of the c	4oz Cup	2461	0	2461	

Wednes	sday 07/17/2019	Reimbursable Meal Total =	=>> 2461						
No.	Name		Portion Size	Reim- burse	A La Carte	Total	Recipe Source		
990794	Asstd Yogurt MMA		4oz	2461	0	2461	994-00-04-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-		
990867	Fruit Juice Assorted		4oz Cup	2461	0	2461	**************************************		
Thursda	ay 07/18/2019	Reimbursable Meal Total =	=>> 2461		. W. of broad-and-and-and-and-and-and-and-and-and-a				
No.	Name		Portion Size	Reim- burse	A La Carte	Total	Recipe Source		
990175	WGR Graham Crackers		1 oz bag	2461	0	2461			
990867	Fruit Juice Assorted		4oz Cup	2461	0	2461			
Friday	07/19/2019	Reimbursable Meal Total =	==>> 2461			771			
No.	Name		Portion Size	Reim- burse	A La Carte	Total	Recipe Source		
990870	Wgr Cheeze-Its	iiimuuluududdi mynyyyyyyyyyyyyyyyyyyyyyyyyyyyyyyyyyyy	1oz	2461	0	2461			
990867	Fruit Juice Assorted		4oz Cup	2461	0	2461			
Monday	Monday 07/22/2019 Reimbursable Meal Total ==>> 2461								
No.	Name		Portion Size	Reim- burse	A La Carte	Total	Recipe Source		
990661	Pretzels	And a second sec	1 oz bag	2461	0	2461	**************************************		
990867	Fruit Juice Assorted		4oz Cup	2461	0	2461	**************************************		
Tuesda	y 07/23/2019	Reimbursable Meal Total =	==>> 2461						
No.	Name		Portion Size	Reim- burse	A La Carte	Total	Recipe Source		
990870	Wgr Cheeze-Its		1oz	2461	0	2461			
990867	Fruit Juice Assorted		4oz Cup	2461	0	2461	The state of the s		
Wednes	sday 07/24/2019	Reimbursable Meal Total =	==>> 2461						
No.	Name		Portion Size	Reim- burse	A La Carte	Total	Recipe Source		
990871	Tostitos		1 oz	2461	0	2461			
990867	Fruit Juice Assorted	1	4oz Cup	2461	0	2461	The state of the s		
Thursda	ay 07/25/2019	Reimbursable Meal Total =	==>> 2461						
No.	Name		Portion Size	Reim- burse	A La Carte	Total	Recipe Source		
990794	Asstd Yogurt MMA		40z	2461	0	2461			
990867	Fruit Juice Assorted		4oz Cup	2461	0	2461	Annual Property of the Control of th		

Friday	07/26/2019	eimbursable Meal Total ==>> 2461				
No.	Name	Portion Size	Reim- burse	A La Carte	Total	Recipe Source
990661	Pretzels	1 oz bag	2461	0	2461	
990867	Fruit Juice Assorted	4oz Cup	2461	0	2461	
Monday	y 07/29/2019	eimbursable Meal Total ==>> 2461				
No.	Name .	Portion Size	Reim- burse	A La Carte	Total	Recipe Source
990175	WGR Graham Crackers	1 oz bag	2461	0	2461	
990867	Fruit Juice Assorted	4oz Cup	2461	0	2461	n the state of the
Tuesda	y 07/30/2019	eimbursable Meal Total ==>> 2461				
No.	Name	Portion Size	Reim- burse	A La Carte	Total	Recipe Source
990871	Tostitos	1 oz	2461	0	2461	4
990867	Fruit Juice Assorted	4oz Cup	2461	0	2461	
Wednes	sday 07/31/2019	eimbursable Meal Total ==>> 2461		**************************************		
No.	Name	Portion Size	Reim- burse	A La Carte	Total	Recipe Source
990167	String Cheese	1 oz	2461	0	2461	\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$
990867	Fruit Juice Assorted	4oz Cup	2461	0	2461	**************************************
Thursda	ay 08/01/2019	eimbursable Meal Total ==>> 2461				
No.	Name	Portion Size	Reim- burse	A La Carte	Total	Recipe Source
990794	Asstd Yogurt MMA	40Z	2461	0	2461	
990867	Fruit Juice Assorted	4oz Cup	2461	0	2461	**************************************
Friday	08/02/2019	eimbursable Meal Total ==>> 2461				-
No.	Name	Portion Size	Reim- burse	A La Carte	Total	Recipe Source
990175	WGR Graham Crackers	1 oz bag	2461	0	2461	
990867	Fruit Juice Assorted	4oz Cup	2461	0	2461	A STATE OF THE STA
Monday	y 08/05/2019	leimbursable Meal Total ==>> 2461				J
No.	Name	Portion Size	Reim- burse	A La Carte	Total	Recipe Source
990870	Wgr Cheeze-Its	1oz	2461	0	2461	
990867	Fruit Juice Assorted	4oz Cup	2461	0	2461	**************************************

Tuesda	y 08/06/2019	Reimbursable Meal Total ==>> 2461				
No.	Name	Portion Siz	e Reim- burse	A La Carte	Total	Recipe Source
990661	Pretzels	1 oz bag	2461	0	2461	**************************************
990867	Fruit Juice Assorted	4oz Cup	2461	0	2461	7770779787887887887888788788788788888888
Wednes	sday 08/07/2019	Reimbursable Meal Total ==>> 2461				
No.	Name	Portion Siz	e Reim- burse	A La Carte	Total	Recipe Source
990870	Wgr Cheeze-Its	10z	2461	0	2461	
990867	Fruit Juice Assorted	4oz Cup	2461	0	2461	
Thursd	<b>ay</b> 08/08/2019	Reimbursable Meal Total ==>> 2461				
No.	Name	Portion Siz	e Reim- burse	A La Carte	Total	Recipe Source
990871	Tostitos	1 oz	2461	0	2461	
990867	Fruit Juice Assorted	4oz Cup	2461	0	2461	
Friday	08/09/2019	Reimbursable Meal Total ==>> 2461				
No.	Name	Portion Siz	e Reim- burse	A La Carte	Total	Recipe Source
990794	Asstd Yogurt MMA	4oz	2461	0	2461	\$ 1460-044-044-044-044-044-044-044-044-044-
990867	Fruit Juice Assorted	4oz Cup	2461	0	2461	
Monda	y 08/12/2019	Reimbursable Meal Total ==>> 2461				
No.	Name	Portion Siz	e Reim- burse	A La Carte	Total	Recipe Source
990661	Pretzels	1 oz bag	2461	0	2461	
990867	Fruit Juice Assorted	4oz Cup	2461	0	2461	
Tuesda	o8/13/2019	Reimbursable Meal Total ==>> 2461				
No.	Name	Portion Siz	e Reim- burse	A La Carte	Tota	Recipe Source
990175	WGR Graham Crackers	1 oz bag	2461	0	2461	
990867	Fruit Juice Assorted	4oz Cup	2461	0	2461	
Wedne	<b>sday</b> 08/14/2019	Reimbursable Meal Total ==>> 2461				
No.	Name	Portion Siz	e Reim- burse	A La Carte	Tota	Recipe Source
990871	Tostitos	1 oz	2461	0	2461	***************************************
990867	Fruit Juice Assorted	4oz Cup	2461	0	2461	### Company

os/15/2019	Reimbursable Meal Total ==>> 2461				
Name	Portion Size	Reim- burse	A La Carte	Total	Recipe Source
String Cheese	1 oz	2461	0	2461	**************************************
Fruit Juice Assorted	4oz Cup	2461	0	2461	
08/16/2019	Reimbursable Meal Total ==>> 2461			,.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	A
Name	Portion Size	Reim- burse	A La Carte	Total	Recipe Source
Asstd Yogurt MMA	4oz	2461	0	2461	
Fruit Juice Assorted	4oz Cup	2461	0	2461	***************************************
	Name String Cheese Fruit Juice Assorted 08/16/2019 Name Asstd Yogurt MMA	Name Portion Size  String Cheese 1 oz  Fruit Juice Assorted 4oz Cup  08/16/2019 Reimbursable Meal Total ==>> 2461  Name Portion Size  Asstd Yogurt MMA 4oz	Name Portion Size Reimburse String Cheese I oz 2461 Fruit Juice Assorted 08/16/2019 Reimbursable Meal Total ==>> 2461  Name Portion Size Reimburse Reimburse Asstd Yogurt MMA 4oz 2461	Name         Portion Size         Reimburse Durse         A Laburse           String Cheese         1 oz         2461         0           Fruit Juice Assorted         4oz Cup         2461         0           08/16/2019         Reimbursable Meal Total ==>> 2461           Name         Portion Size         Reimburse         A Laburse           Asstd Yogurt MMA         4oz         2461         0	Name         Portion Size         Reimburse Carte           String Cheese         1 oz         2461         0 2461           Fruit Juice Assorted         4oz Cup         2461         0 2461           08/16/2019         Reimbursable Meal Total ==>> 2461         Portion Size         Reimburse Carte           Name         Portion Size         Reimburse Carte         Carte           Asstd Yogurt MMA         4oz         2461         0 2461

# NASSAU COUNTY DEPARTMENT OF SOCIAL SERVICES SUMMER FOOD SERVICE PROGRAM 11 DAY CYCLE LUNCH & SNACK MENU 2019

# **Dates Served**

•		
July 8&23 Aug. 7	1%Milk Turkey&Reduced Fat American Cheese Sandwich	8 oz.
	Turkey American Cheese	1 oz. 1 oz.
	WW Bun	2G
	100% Cherry Juice	1/2 C
Snack	Plum WG Cheez-Its	½ C 1 serving
on 113 College	100 % Fruit Juice	6 oz.
July 9824	Skim Chocolate Milk	8 oz.
Aug. 8	Egg Salad Sandwich	2 oz.
	WW Bun 100% Grange Juice	2G % C
	Carrols	1/4 C
		) · · · ·
<u>Snack</u>	WG Tostitos	1 serving
	100% Fruit Juice	6 oz.
July 10&25 Aug. 9	Skim Chocolate Milk Turkey-Salami&Reduced Fat American Cheese	8oz.
, rug. 0	Sandwich	2oz.
	Mustard	1 indiv. Pack
	WW Bread	2G
	100% Apple Juice Orange	½ C ⅓ C
•	orange	/2 U
<u>Snack</u>	Yogurt	4 oz.
	100% Apple Juice	6 oz.
July 11&26	1% Milk Turkey-Ham&Reduced Fat American Cheese	8oz.
Aug. 12	Sandwich	20z,
	WW Bread	1 serving
	100% Fruit Juice	1/2 C
	Carrots	1/4 C
Snack	WG Pretzels	1 serving
	100% Fruit Juice	60Z;
		A CONTRACTOR OF THE CONTRACTOR

July 12&29 Aug. 13	Skim Chocolate Milk Chicken Salad Sandwich WW Bun 100% Orange Juice Carrots	8 oz. 2 oz. 2G ½ C ¼ C
Snack	WG Graham Crackers 100% Orange Juice	1 serving 6oz.
July 15&30 Aug. 14	Skim Chocolate Milk Yogurt with Cheese Stick WG Bagel 100% Cherry Juice Carrots	80z. 20z. 2G ½ C ¼ C
Snack	WG Tostilos 100% Orange Juice	1 serving 6oz.
July 16&31 Aug. 15	1% Milk Chicken Patty WW Bun 100% Fruit Juice Pear	8oz. 1G 2G ½ C ½ C
<u>Snack</u>	Cheese Stick 100% Apple Juice	1 serving 6oz.
July 17&Aug1 Aug. 5&16	Skim Chocolate Milk Tuna Salad Sandwich WW Bun 100% Grape Juice Apple Sauce	80z. 20z. 2G ½ C ½ C
<u>Snack</u>	Yogurt 100% Fruit Juice	4oz. 6oz.
July 18&Aug2	1% Milk Turkey Sandwich Mustard WW Bread 100% Orange Juice Carrots	8oz. 2oz. 1 Indiv. Pack 2G 1⁄2 C 1⁄4 C
<u>Snack</u>	WG Graham Crackers 100% Orange Juice	1 serving 6oz.

July 19&Aug5	Skim Chocolate Milk Turkey-Bologna&Reduced Fat American Cheese Sandwich WW Bun 100% Apple Juice Orange	80z 20z. 2G 1⁄2 C 1⁄2 C
<u>Snack</u>	WG Cheez-Its 100% Apple Juice	1 serving 6oz.
July 22&Aug6	Skim Chocolate Milk Sunbutter&Jelly Sandwich/Cheese Stick WW Bread 100%Orange Juice Apple	80z. 20z. 1.5G ½ C ½ C
<u>Snack</u>	WG Pretzels 100% Apple Juice	1 serving 6oz.

SCHEDULE B-1

INSERT FOOD AND BEVERAGE PROCUREMENT SPECIFICATIONS HERE

#### U.S. DEPARTMENT OF AGRICULTURE - FOOD AND NUTRITION SERVICE

# SUMMER FOOD SERVICE PROGRAM USDA REQUIRED MEAL PATTERNS

The meal requirements for the Program are designed to provide nutritious and well-balanced meals to each child. Except as otherwise provided in Section 225.16(b) of the SESP regulations, the following table presents the minimum requirements for meals served to children in the Program.

			ST	

Milk

Fluid Milk

1 cup (1/2 pint)

Vegetables and Fruits

Vegetables and/or fruits or full-strength vegetable or fruit juice (Or an equivalent quantity of any combination of vegetables, fruits,

and juice)

1/2 cup

1/2 cup

Bread and Bread Alternates

Bread (whole-grain or enriched) or

1 slice

Bread Alternates (whole-grain or enriched):

Combread, biscuits, rolls, muffins, etc. or

Cooked pasta or noodle products or

Cooked cereal grains, such as rice, corn grits, or bulgur or

(Whole-grain, enriched, or fortified):

Cooked cereal or cereal grains or cold dry cereal

1 serving

1/2 cup

1/2 cup

3/4 cup or 1 ounce (whichever is less)

(Or an equivalent quantity of a combination of bread or bread alternates)

❖ (OPTIONAL) Serve as often as possible:

Meat and Meat Alternates

(See lists under Lunch or Supper)

1 ounce

#### SCHEDULE C

## SNACK (Supplemental Food)

Choose two Items from the following four components:

# Meat and Meat Alternates

Lean meat or poultry or fish or

1 ounce (edible portion as served)

Meat Alternates

Cheese or 1 ounce
Egg or 1 large
Cooked dry beans or peas or 1/4 oup

Peanut butter or other nut or Seed butters or

Nuts and/or seeds or 2 tablespoons
Yogurt (plain, sweetened or flavored) 8 ounces
(or an equivalent quantity or any combination of meat 4 ounces

Or meat alternates)

## Vegetables and Fruits

 Vegetables and/or fruits or
 3/4 oup

 Full-strength vegetable or fruit juice
 3/4 oup

(or an equivalent quantity of any combination of vegetables, fruits, and juice)

Julces cannot be served with milk

### Bread and Bread Alternates

Bread (whole-grain or enriched) or 1 slice

Bread Alternates (Whole-grain or enriched):

Combread, biscuits, rolls, muffins, etc. or 1 serving Cooked pasta or noodle products or 1/2 cup Cooked cereal grains, such as rice, corn grits, or bulgur or 1/2 cup

(Whole-grain, enriched, or fortified):

Cooked cereal or cereal grains or cold dry cereal 3/4 cup or 1 ounce (whichever is less)

(Or an equivalent quantity of a combination of bread or bread alternates)

#### Milk

Fluid Milk 1 cup (1/2 plnt)

#### SCHEDULE C

#### LUNCH OR SUPPER

#### <u>Mlk</u>

Fluid Milk

1 cup (1/2 plnt)

# Meat and Meat Alternates

Lean meat or poultry or fish or

2 punces (edible portion as served)

> 2 ounces 1 large

1/2 cup

Cheese or Egg or

Cooked dry beans or peas or Peanut butter or other nut or

Seed butters or

Nuts and/or seeds or Yogurt (plain, sweetened or flavored)

(or an equivalent quantity of any combination of meat

or meat alternates)

4 tablespoons

1 ounce = 50% \*

## Vegetables and Fruits

Vegetables and/or fruits (2 or more selections for a total of 3/4 oups) or

Full-strength vegetable or fruit julce

(or an equivalent quantity of any combination of vegetables,

fruits, and juice)

Julce may not be counted to meet more than 1/2 of this requirement.

#### Bread and Bread Alternates

Bread (whole-grain or enriched) or

1 slice

3/4 cup

3/4 cup

Bread Alternates (whole-grain or enriched):

Combread, biscuits, rolls, muffins, etc. or Cooked pasta or noodle products or Cooked cereal grains, such as rice, corn grits, or bulgut 1 serving 1/2 cup

1/2 cup

(Or an equivalent quantity of a combination of bread or bread alternates)

NOTE: The serving sizes of food specified in the meal patterns are minimum amounts. If the administering agency approves the sponsor to serve smaller portion sizes to children under 6 years, the Sponsor must meet the meal patterns specified in the Child Care Food Program (CCFP) regulations. You can obtain copies of these regulations from your State argency. Children over 6 years old may be served larger portions, but not less than the minimum requirements specified in the Summer Food Service Program regulations. Remember that you do not receive reimbursement for meals that do not meet the minimum program requirements.

<sup>\*</sup> No more than one-half 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.

SCHEDULE D

SPONSOR: NASSAU COUNTY DEST.

UNIT PRICE SCHEDULE OF SOCIAL S GRUCES.

INSTRUCTION:

VENDOR: Complete Items (d) and (e) for each meal type.

SPONSOR: Complete items (a) – (c) for each meal type.

Total Meals X Cost = Total Cost

(a) MEAL TYPE (i.e. Lunch)	(b) AVERAGE DAILY MEALS NEEDED 1	(C) TOTAL NUMBER OF MEALS 2	(a) UNIT COST <sup>a</sup>	(e) TOTAL, BID
LUNCH	2,461-	51,895	<b>\$</b> 2.90	\$ 150,495.50
SNACK	2,461	31855 ADJUSTMENTS	\$.90	\$46,705.50

If the average daily meals billed is less than the average dally meals needed (per item (b) above) a one time adjustment to the unit price will be made as follows:

AVERAGE DAILY MEALS BILLED - AVERAGE DAILY MEALS NEEDED	MULTIPLY "UNIT COST" (D) BY THIS AMOUNT				
81 90%	1.05				
71 - 80%	1.10				
61 – 70%	1.18				
51 - 60%	1.20				
50% or below	1.30				

EXAMPLE: If the average daily meals billed -- by the "average daily meals needed" (item b above) = .82 or 82%, multiply the "unit cost" (item d above) by 1.05.

The contractor will invoice the Sponsor at the 100% unit dost indicated above bi-weekly. To determine if an additional cost per meal is due the vendor, complete the following calculation. Divide the total number of meals billed by type (lunch, breakfast or supplement) for the total length of the program by the total number of days the program was operated. Any additional charges resulting from this higher "adjustment" will be reflected in the final statement from the vendor.

NOTE: The unit cost per meal should not exceed the maximum operational relimbursement for each meal type as stated in Part 7 CFR225 of the federal regulations.

- 1. Obtained from Columns (3) and (6), Schedule A, by dividing total meals for each specific meal type by the greatest number of days operated by a site in Column (3).
- 2. Obtained from Schedule A by totaling Column (6) for each specific meal type.
- 3. Unit cost specified is that cost based on 100% Average Meals Needed Par Day.

SCHEDULE D-1

8900.05089.070 SPONSOR: MASSAU COUNTY DEPT. OF SOCIAL SERVICES

# SUMMARY BID SHEET

MEAL TYPE	TOTAL NUMBER OF MEALS	UNIT COST	TOTAL
Breakfast		\$	\$
AM Snack		\$	\$
Lunch	51,895	\$ 2.90	\$ 150,495.50
PM Snack	51,855	\$ .90	\$ 46,705.50
Supper		\$	<b>\$</b> .
TOTÄL		\$.	\$

<sup>&</sup>lt;sup>1</sup> Unit cost must be identical to those costs listed on the <u>UNIT PRICE SCHEDULE</u>

## SCHEDULEE

# Standard Clauses for All New York State School Food Authority - Food Service Management Company Contracts

The parties of the attached contract, license, lease amendment or other agreement or any kind (hereinafter, the contract or this contract) agree to be bound by the following clauses which are hereby made a part of the contract (the word Contractor herein refers to any party other than the School Food Authority (SFA), whether a contractor, licenser, licenses, lesses, or any other party):

- 1. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
- 2. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto amendments thereof) and the terms of this Schedule E, the terms of this Schedule E shall control.
- Contracts 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 (P.L., 94-163).

Grantor agencies are permitted to require changes, remedies, changed conditions, access and record retention and suspension of work clauses approved by the Office of Federal Procurement Policy.

- 4. HOLD HARMLESS. The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the negligent acts, errors or omissions of its employees providing the services rendered by the Contractor pursuant to this Agreement. The Contractor shall defend and indemnify and hold harmless the SFA and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the negligent provision of services pursuant to this Agreement.
- 5. Where applicable, all contracts awarded by grantees and subgrantees in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327 330) as supplemented by Department of Labor regulations (29 CFR, Part 5). Under Section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of standard workday of 8 hours and a standard workweek of 40 hours. Work in excess of the standard workday or workweek is permissible provided that the worker in compensated at a rate of not less than 1 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the workweek, Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of Intelligence.

# SUMMER FOOD SERVICE PROGRAM

# SAMPLE FOOD PROCUREMENT SPECIFICATIONS

The following are sample food product quality specifications and food packaging and delivery specifications which can be used in conjunction with menus prepared for vended programs participating in the Summer Food Service Program (SFSP). Carefully review these specifications and compare them to the product criteria preferred for use in your SFSP operations. Make revisions where necessary.

Where applicable, reference is made to either USDA or FDA Standards of Identity. Also, all meat and poultry 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.

# FRUIT/VEGETABLE SPECIFICATIONS

Fresh fruits are served frequently during the summer. All fruit should be of proper riponess for eating and free of excess bruises. Fruit must not be overripe. Seasonal availability may require some substitutions for indicated fresh fruit.

Orange Juice - 100% juice, 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 congulation, having no noticeable seed particles, and have a normal flavor.

<u>Celery Sticks</u> - 4 sticks/each three inches long and 3/4 inch wide to equal 1/4 cup serving. Bright, medium to light color. Fresh, firm, crisp branches. Free from noticeable blemishes or decay.

Carrot Sticks - 6 sticks/each 4 inches long x 1/1 inch wide to equal a 1/4 cup serving. Select medium to small size roots which are well-shaped, smooth, solid and have good orange color. Carrots with considerable green color at the top require extra trimming.

<u>Pineapple Juice</u> - 100% juice, pasteurized, fresh, canned, or reconstituted to single strength from concentrate (either canned or frozen concentrates) sweetened or unsweetened U.S. Grade A. Pineapple juice should have undiluted unfermented bright, light yellow to golden yellow color and be practically free of defects. Juice should have a distinct flavor and no coagulation of pulp.

Nectarine - 2 to 2-1/8 inches in diameter. I nectarine equals 1/2 cup serving (medium). Rich color and plumpness. Firm with slight softening along the seam. Orange-yellow color between the red areas,

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

Orange - 1 orange equals 1/2 cup serving (medium). Heavy, firm, well-colored, well-formed fruit with fine textured skins.

Orange-Grapefruit Juice - 100% juice, pasteurized, fresh, canned, or reconstructed 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 have a good flavor and odor, bright, good color. Should not contain excessive amounts of pulp, seed particles or peel.

Apricots - 2 apricots equal 1/2 cup serving. Selected 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 - 1/2 cup, individual packages, 1-1/2 ounce = 1/4 cup fruit. Similar varietal characteristics, good typical color, good flavor, and development

Tomato Slices - 6 x 7 size. Slice in 1/4 inch slices. 2 slices = 1/4 cup.

Tomato Wedges - 5 x 6 size. 1/4 tomato = 1/4 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 = 1/4 cup.

Lettuce, Leaf - 1 large leaf = 1/4 cup. Green color, fairly firm. Fresh outer leaves free from insects and noticeable discoloration or decay

Orange-Pineapple Juice - 100% 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 and be free of browning or oxidation.

Banana, petite - 1 banana equals 1/2 cup serving. Each banana approximately 1/4 lb. Plump, firm bright colored fruit. Free from scars and bruises. For immediate use select solid yellow colored fruit, lightly flecked with brown.

<u>Purple Plum</u> - 2 plums equal 1/2 cup serving (size: 4 x 5 inches in diameter). Well formed fruit. Good color. Fairly firm to slightly soft state of ripeness. Fresh, bright appearance.

Tomato Juice - 100% 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-ripered red tomatoes which have been properly prepared and processed. Juice should be practically free from defects, possess a good flavor, and have a fairly good consistency.

<u>Peach</u> - 2-1/8 inches diameter. I peach equals 1/2 cup (medium). Select fruits with plenty of red blush and free from signs of decay. They should be firm, not hard, and the skin between the red area should have a yellowish cast rather than distinctly green.

<u>Pear</u> - 2-1/4 to 2-3/8 inohes diameter. 1 pear equals 1/2 cup serving (medium). Select well formed, smooth fruits free from sears and skin punctures. Firm fruit will ripen on standing.

Apple - 2-1/2 inches diameter. 1 apple equals 1/2 cup (medium). Select firm, crisp, well-colored apples. Flavor varies in apples 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. I tangerine equals 1/2 cup (medium). Select fresh bright fruits, generally well-colored, well-shaped, fairly firm moderately heavy, and free from decay. Those with dull, dried skins or which are puffy and light in weight may have shrunken and dried flesh.

Grapes - Seedless, 18 grapes equals 1/2 cup, with seeds 12 grapes = 1/2 cup. Plump, firm, well-colored, fresh looking, firmly attached to stem. Green fruit. Stems green and pliable.

Grape Juice - 100% juice, concord sweetened or unsweetened, U.S. Grade A. Juice should have a bright purple or reddish color, be free of pulp, skins, and tartrate crystals. It should have a distinct flavor.

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

# MEAT/MEAT ALTERNATE SPECIFICATIONS

# 1. Meatless Alternates

Eggs - Hard Boiled - Prepared from eggs, fresh, shell large. 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 packing materials.

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

Natural Cheddar Cheese - U.S. Grade A, aged 3-6 months. Not more than 39% moisture. Not less than 50% milk fat on the solid basis. Product must conform to Standards of Identity, Code of Federal Regulations, Title 21 (Food and Drug Administration) Part 19.750

<u>Peanut Butter</u> - Smooth or chunky, U.S. Grade A. Peanut butter should have color that is medium brown to brown color roast. Peanut butter should be firm set, smooth, pliable, and good spreadability. Suitability seasoning and stabilizing ingredients may be added not in excess of 10% 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, soynuts, tree nuts such as walnuts and seeds that are nutritionally comparable to meat or other meat alternates. Nuts such as acorns, chestnuts and coconuts are not acceptable due to their extremely low protein and iron values.

### 2. Poultry Items

<u>Fried Chicken</u> - cold, 2 ounces (edible) cooked meat equals one serving. Cooked, frozen U.S. Grade A, the batter/bread shall consist of flour type base with other ingredients as needed to produce a desirable texture, flavor, and color. The finished product should be uniformly covered with batter and breading and have a

# 8900.05089.070

Attachment D

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 (Meaf and Poultry Inspection) and Agricultural Marketing Service (Poultry Grading Programs).

Chicken Roll - 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 1/2 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 38.159.

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

# 3. Meat Items

Corned Beef - 1 pound equals .42 pounds cooked lean meat (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 - Restaurant Quality. Fully cooked, prepared from USDA Grade good or better. Processing - product must be processed in its entirety in 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 Inspections Service) Part 319.81.

Beef. Bologna - Bologna is 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 Standard of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 319.180.

Cooked Beef Salami - Cooked beef salami is a smoked fully cook sausage. The meat components consist of moderately coarse-cut beef and finely comminuted beef heart meat included in some formulas. Seasoning includes garlic and peppercoras. 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 meat equals 1 ounce lean meat. The skinless, completely boneless, cured and smoked, fully cooked ham, must be prepared from 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 and Inspection Service. Product must conform to Standards of Identity, Code of Federal Regulations. Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 319.104.

# 4. Fish Items

Tuna Fish - Fancy or solid. The can usually contains large piece of chunks of 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 may be used as a moistening agent to "bind" the salads. Weight of portion of tuna must be 2 ounces before added ingredients.

# SPECIFICATION - OTHER PRODUCTS

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

Butter - USDA Grade A or better. Salted or unsalted.

Margarine, Fortified - Product must conform to Standards of Identity, Code of Federal Regulations, Title 21 (Food and Drug Administration) Part 45.1.

Yogurt - Plain, sweetened or flavored.

<u>Jelly</u> - Fruit portion packs minimum 1/2 ounce. 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. Product must conform to Standards of Identity, Code of Federal Regulations, Title 21 (Food and Drug Administration) 25.2.

# Foods that Qualify as Grains/Breads

Foods that qualify as grains/breads include, but are not limited to, the list below. For specific crediting information, please see Exhibit A: Serving Sizes for Grains/Breads in the Child Mutrition Programs.

- 1. Breads that are enriched or whole grain.
- 2. Biscuits, bagels, rolls, tortilla, muffins or crackers made with enriched or whole-grain meal or flour.
- 3. Cereal grains (cooked) such as rice bulgur, oatmeal, corn grits, wheat or couscous that are enriched or whole-grain
- 4. Ready-to-eat breakfast cereals that are enriched, whole-grain or fortified
- 5. Cereals or bread products that are used as an ingredient in another menu item, such as crispy rice treats, catmeal cookies or breading on fish or poultry when they are enriched, whole-grain or forfified.
- 6. Macaroni or noodle products (cooked) made with enriched or whole-grain flour.
- 7. Sweet foods such as toaster pastries, coffee cake, doughnuts, sweet rolls, cookies, cakes or formulated grain-fruit products when made with enriched or whole-grain meal or flour and permitted under Exhibit A.
- 8. Pie crust when made with enriched or whole-grain meal or flour and served, as permitted under Exhibit A.
- 9. Non-sweet snack products such as hard pretzels, hard bread sticks and tortilla-type chips made from enriched or whole-grain meal or flour,

# ACCEPTABLE GRAINS/BREADS FOR THE SUMMER FOOD SERVICE PROGRAM

Grains/breads may be credited when the products are whole-grain or enriched flour, and/or bran or germ, or made with whole-grain or enriched flour, and/or bran or germ. If it is a cereal, the product must be whole-grain, bran, germ, enriched or fortified. If the product is enriched, the item must meet the Food and Drug Administration's Standards of Identity for enriched bread, macaroni and noodle products, rice, commeal or corn grits. The grains/breads item must contain enriched flour, bran, germ and/or whole-grain as specified on the label or according to the recipe or must be enriched in preparation or processing and labeled "enriched".

In order to ensure that an appropriate SFSP serving size is provided, it is important to read product labels and check the weight of the manufacturer's serving size against the minimum weight required in Exhibit A. The serving size is provided, it is important to read product labels and check the weight of the manufacturer's

serving size against the minimum weight required in Exhibit A. The serving size commonly used may not correspond to the required SFSP serving size.

For example, a slice of Wonder white sandwich bread weighs 20.5 grams, and 1/2 slice weighs 10.25 grams. The minimum serving size for bread (Group B) is 25 grams. In this example, serving 1 slice of bread would not meet the requirements for the grains/breads component. An additional grains/breads item would need to be provided, in order to meet he minimum serving for grains/breads.

# Minimum Serving Sizes for Grains/Breads

Grains/breads items have divided into nine groups. The required weight for each group is based on the key nutrients in one slice of bread (25 grams or 0.9 oz.) or an equal amount (14.75 grams) of whole-grain or enriched flour, bran or germ.

Within each group, all bread items have approximately the same nutrient and grain content in each serving. Items with fillings, toppings, etc., require larger serving sizes to meet minimum grain content. This information is summarized in the chart Exhibit A: Serving Sizes for Grains/Breads in Child Nutrition Programs.

ATTACHMENT B

# NEW YORK STATE SUMMER FOOD SERVICE PROGRAM

# 1) COMPETITIVE EXDING PROCEDURES (IFE PROCESS)

Bach thurnmer Food Service Program (SPSF) sponsor planning to convect with a food service management company (FEMC) for convects expected to equal or exceed \$100,000, must comply with the formal competitive bidding procedures described in section 225.16 of the program regulations and Section 103 of NYS General Municipal Law, where applicable. For specific frams that may no may not be included in the bid, total to Section 225.15(h), of the SFSP regulations. The

- Complete the invitation for bill package.
   The standard nonicect called the "Invitation for Bid and Contract" (IRB) furnished by the State Education Department,
   Child Mutrition Program must be completed.
- 2. Publicly announce at least once, all invitations for bid not less than 14 days before hids are opened.

  Advertisation for bids shall be published fudic official newspaper or newspapers, if any, or otherwise having the largest choulation. Such advertisement shall centain a statement of the time when and place where all bids received pursuant to such notice will be publicly opered and read. Refer to Attachment F for a sample bid advertisement, subtrait a copy of the advartisement for bids and an Affidavit of Publication from the company that published the Advertisement for Bid in their published the SISP application.
- 3. Nodity the New York State Education Department Child Nutrition Program Administration of bid opaning not less than 14 days before bids are opened.
- 4. Publicly open all bids.

  A New York State Education Department Calif Nutrition Program representative will be present at bid openings where the aggregate contract price is expected to exceed \$100,000 to current faut only scaled bids, properly submitted under the regulations and accompanied by the necessary bunding documents, are considered. The Department will not notively participate in the bid opening, but will mention compliance with the LUB process. But example, we will monitor to ensure that once a bid has been opened pursuant to the laws governing the time and place of opening, a bid cannot be withdrawn and replaced with another (lower price) bid.
- 5. Submit to the New York State Education Department, Child Nutrition Program Administration copies of all contracts, a certificate of independent price determination, and copies of all bids received, as well notine spunger's research for selecting the closed FEMC (Attachment II).

  In awarding the centreot, spongers are required to submit is the New York State Education Department Child Novilland Program Administration for approval all bids totaling \$100,000 or more before they one accept the bid. In addition, any bids that expect the lowest bid must submitted for approval with an explanation of why that perdenter bid was chosen. Child Novition Program Administration will evaluate and approve of disapprove within the required 5 days.

  The Department will not approve the SIEP Program unless a copy of the adventicement for bids, Affident of Publication, bid approved.

#### 2) HONDING PROCEDURES

#### Bid Bond

Each FSMC submitting a bid over \$100,000 must obtain a bid bond in an amount not less than five (5) percent ormers than (10) percent of the value of the contract for which the bid is made (apcaser determines the required bid bond percentage). A copy of the bid bond must accompany the bid.

#### Performance Bond

If an TSMC solices into a food service confisct with a sponsor for more than \$100,000, a performance bond must be obtained to an amount not less than ten (10) percent of the value of the contrast. It is within the sponsor's discretion to require more than ten (10) percent, with 25 percent the maximum amount. This is required within 10 days of the awarding of the contract.

Bid and Performance Bonds shall be obtained only from an ety companies listed in the our out Department of the Treasury Chronias 570. A copy of Chenlar 570 is available from the Government Printing Office for a small fee. Spongers may obtain a copy by calling (202) 512-1800, or by downloading at: http://www.finaturens.gov/c570/index\_irml. Wo "alternative" forms of bonds, i.e., each, cashier's check, our littled checks, letters of credit or excrew accounts, no. spail be affected.

### 8900.05089.070 University of the State of New York NEW YORK STATE EDUCATION DEPARTMENT CHILD NUTRITION PROGRAM ADMINISTRATION

# Summer Food Service Program

89 Washington Avenue, 375 EBA · Albany, New York 12234-0055

# 2019 EXTENSION OF CONTRACT FOR SUMMER FOOD SERVICE MANAGEMENT

### SECTION I

This section represents a restatement of information from the Original Contract Agreement. An <u>original agreement</u> having been made on / / by and between

Month Day Year (SFA/Sponsor)
in the County of \_\_\_\_\_, New York, party of the first part, and \_\_\_\_\_\_\_ party of the second part, under and pursuant to the provisions of Section 1709, subdivision 22 of Education Law and Section 225.6(h), Part 7 of the Consolidated Federal Regulations and Section 210.16, Part 7 of the Consolidated Federal Regulations and Section 250, Part 7 of the Consolidated Federal Regulations and 2 CFR 200 for the period commencing on / / and ending on / / Month Day Year For Breakfast in the total amount of \$ per meal.

For Lunch in the total amount of \$ per meal. For Snack in the total amount of For Supper in the total amount of For Fourth Meal Supplement in the total amount of \$ per meal.

Contract Cost Increase: The SFA may negotiate at the end of each one year contract period for a cost increase not to exceed the annual percentage increase of the New York - Northeastern New Jersey Consumer Price Index for all Urban Consumers for the preceding year, provided it has been satisfactorily established by the FSMC that there has been at least an equivalent increase in the amount of its cost of operation during the period of the contract.

(See Page 2)

Total dollar value paid to FSMC for Last Year's (2018) contract \$\_\_\_\_\_

# SECTION II

This section should be completed by the Sponsor/School Food Authority entering into a contract extension and refers to the 2019 SFSP.

Following to the provision of Section 305, subdivision 14 of E Regulations of the Commissioner of Education and Section 225. Regulations and Section 210.16, Part 7 of the Consolidated Federa agree to extend the agreement for a period of commencing on the first day of food service being/_/	6(h), Part 7 of the Consolidated Federal Regulations, the parties hereto mutually / and ending on / _/ with
the first day of food service being // . Month Day Year . Month	Day Year Month Day Year
The party of the first part shall pay the party of the second process. For Breakfast in the total amount of \$ per For Lunch in the total amount of \$ per For Snack in the total amount of \$ per For Supper in the total amount of \$ per For Fourth Meal Supplement in the total amount of \$ per For Fourth Meal Supplement in the total amount of \$ per For Fourth Meal Supplement in the total amount of \$ per For Fourth Meal Supplement in the total amount of \$ per For Fourth Meal Supplement in the total amount of \$ per For Fourth Meal Supplement in the total amount of \$ per For Fourth Meal Supplement in the total amount of \$ per For Fourth Meal Supplement in the total amount of \$ per For Fourth Meal Supplement in the total amount of \$ per Per For Fourth Meal Supplement in the total amount of \$ per Per For Fourth Meal Supplement in the total amount of \$ per Per For Fourth Meal Supplement in the total amount of \$ per Per For Fourth Meal Supplement in the total amount of \$ per Per For Fourth Meal Supplement in the total amount of \$ per Per For Fourth Meal Supplement in the total amount of \$ per Per For Fourth Meal Supplement in the total amount of \$ per Per For Fourth Meal Supplement in the total amount of \$ per Per For Fourth Meal Supplement in the total amount of \$ per Per For Fourth Meal Supplement in the total amount of \$ per Per For Fourth Meal Supplement in the total amount of \$ per Per For Fourth Meal Supplement in the total amount of \$ per Per For Fourth Meal Supplement in the total amount of \$ per Per For Fourth Meal Supplement in the total amount of \$ per Per For Fourth Meal Supplement in the total amount of \$ per Per For Fourth Meal Supplement in the total amount of \$ per Per For Fourth Meal Supplement in the total amount of \$ per Per For Fourth Meal Supplement in the total amount of \$ per Per For For Fourth Meal Supplement in the total amount of \$ per Per For For For For For For For For For Fo	meal. : meal. : meal. : meal.
Number of projected meals are:  For Breakfast  For Lunch  For Snack  For Supper	
For Fourth Meal Supplement  Total projected dollar value of 2019 contract extension \$	·
Original contracts having a value of less than two-hundr must be rebid in accordance with Section 225.15 (m), Part 7 of a f contract extension will equal or exceed two-hundred fifty tho	he Consolidated Federal Regulations
The extension has been determined as follows:  (1) All of the items of said agreement shall remain in full.  IN WITNESS WHEREOF, the parties hereto have executed this day of	force and effect. s extension of agreement this date:
arty of the First Part – SFA/ ponsor's Authorized Representative	Party of the Second Part FSMC Authorized Signatory
Tide	Tide
SED APPROVED:	SFSP

# 8500・05089 ・076 INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT

# Required for FSMCs not listed on the Management Company Listing

- 1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person in 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 and in all solicitations for lower tier covered transactions.
- A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- 8. Nothing contained in the foregoing shall be construed to required establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available in the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## U. S. DEPARTMENT OF AGRICULTURE

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, 7 CFR 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.

# (BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

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

Regina Caterers, Inc.	
Organization Name	PR/Award Number or Project Name
Fozan Pirzada, President & CEO	
Name(s) and Title(s) of Authorized Representative(s)	A STATE OF THE STA
	05-01-19
Signature(s)	Date

# SAMPLE BID ADVERTISEMENT

To be printed in the	issue(s) of the
(Issue	e date(s))
(Name of newspaper)	Mention for the second contract of the second
ADVE	IRTISEMENT
Sealed bids are requested by the	(Name of Sponsor)
for the Summer Food Service Program (give	general description of services).
(20)	8
Sealed bids will be received until	at
	me and Date of Bid Opening)
7 A 18	, at which time they will be publicly opened
(Address of place where bids are to received)*	
and read.	
	•
The bid specification/contract form ma	ay be obtained at the same office.
	Board of Education
	Anytown CSD
	100 Main Street
	Anytown, NY 10000
	Ву
	(Title)
<ul> <li>If bids are to be received at a location of take place, specify both locations and r</li> </ul>	different from that where the bid opening will eccipt/opening deadlines.

For Immediate Release: Contact:

# CURRAN ANNOUNCES FOOD SERVICE PROGRAM TO PROVIDE CHILDREN WITH 51,895 LUNCHES THIS SUMMER

Mincola, NY - Nassau County Executive Laura Curran today announced that for the eighth consecutive year, the Nassau County Summer Food Service Program (SFSP) - administered by the Nassau County Department of Social Services (DSS) and funded by New York State Department of Education - will begin July 8th and end August 16th. Lanch meals are being provided to all eligible children 18 years and under. Agencies participating in or administering the USDA programs are prohibited from discriminating based on race, color, national origin sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the USDA.

County Executive Curran stated, "The Summer Food Service Program ensures children continue to receive nutritious meals when school is not in session. Together, we are making sure no child goes hungry this summer."

Nassau County receives reimbursement from the Federal government to cover administrative and operating costs of serving free lunches meeting USDA nutritional requirements to eligible children at 27 community sites within Nassau County. All eligible sites are monitored regularly by SFSP seasonal staff, including a Program Administrator and Director. In addition, sanitarians from the Nassau County Department of Health are involved in the inspections of the lunch sites and ensuring safety of the food provided to the youth participating in the programs. Eligible children must reside in areas in which one half or more of the children are from households with income at or below the eligibility level for free and reduced price school meals, or 185% of the Federal poverty guideline.

During the **212** a total of **122** the were served to eligible children in 29 countywide sites. **122** the County expects to serve approximately 51,895 lunches to 2,616 children at 27 community sites during the months of July and August.

For more information about the national Summer Food Service Program, visit <a href="http://www.fns.usda.gov/cnd/summer">http://www.fns.usda.gov/cnd/summer</a>.

For information about the 2019 various sites and lunch schedules in Nassau County, please contact the Summer Food Service Program Coordinator Cathy Flanagan (516) 227-8569.

LAURÁ CURRAN NASSAU COUNTY EXECUTIVE



JOHN E. IMHOF, PhD COMMISSIONER PAUL F. BRODERICK DEPUTY COMMISSIONER

NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD
UNIONDALE, NEW YORK 11653-3686
Phone: 616-227-7471 Fax: 616-227-8432
Web: http://www.nessaucountyny.gov/

March 31, 2019

# Dear Summer Lunch Site:

The Department of Social Services has begun planning for our 2019 Summer Food Service Program. If your agency or church wishes to participate in the 2018 Summer Food Service Program, the attached Application Form must be completed and returned to this office no later than May 10, 2019. No extensions can be granted past this date due to the submission deadlines imposed by the New York State Department of Education.

Please note that site eligibility requirements based on the 2010 U.S. Census will require additional information from you as explained in Question #3 Eligibility Guidelines.

When completing Question #5 Operating Days, please be as accurate as possible with the dates as to when your program will begin and end. In last year's program we had instances of sites ending early without any notice to our offices and lunch was delivered to the sites. Lack of timely notification might jeopardize your future participation in the program.

When completing Question #7 Total Number of Children to Be Served, please remember that our Department's reimbursement from the New York State Department of Education is based on the number of meals served, not the number of meals delivered. It is imperative that each site keeps an accurate count of the number of meals served. Please note if that number is lower than the number you submitted on your application, you must adjust your number with this office immediately.

Please complete and sign all information on the attached Application Form and Sponsor Site Agreement and return to our offices by May 10, 2019. Please also return the Mandatory Summer Food Service Program Orientation and Training. If you have any questions concerning the 2018 program or forms, please call our

LAURA CURRAN NASSAU COUNTY EXECUTIVE



JOHN E. IMHOF, PhD COMMISSIONER PAUL F. BRODERICK DEPUTY COMMISSIONER

# NASSAU COUNTY DEPARTMENT OF SOCIAL SERVICES 60 CHARLES LINDBERGH BLVD UNIONDALE, NEW YORK 11553-3686 Phone: 516-227-7471 Fax: 516-227-8432

Web: http://www.nassaucountynv.gov/

March 31, 2019 Page 2

Summer Lunch office at the following numbers 227-8569 or 227-7128. Our fax number is 227-8432.

Sincerely,

Catherine Flanagan enclosures

STOO. OCOPS. 076 Attachment G

# DETERMINATION OF BIDDER RESPONSIBILITY

Awards should be made only to responsible contractors possessing an ability to perform successfully under the terms and conditions of the proposed contract. Evaluation criteria should not deliberately restrict competition, nor offer an intended advantage to one bidder over another. Criteria developed should be objective and in the best interest of the sponsor for the successful operation of the SPSP. Suggested criteria is as follows:

#### > Past Performance

- \* Submission of the name and mailing address of the company including any other names under which the company has marketed its services in the past two years.
- Listing of the name, address and contact person of Child Nutrition Program (Lunch, Breakfast and/or Summer Food Service) clients served under the company name(s) during the past two years. Sponsor should check references from as many clients as practical.
- Records of contract terminations, disallowances, health and safety and sanitation code violations related to Child Nutrition Program participation for the company(s) during the past two years.
- Records of any other contract terminations, disallowances, health and safety and sanitation code violations for the company(s) during the past two years.

#### > Facilities

- The address or addresses of the company's food preparation and distribution facilities which will be used in the SFSP and the names and titles of the local officials responsible for the operation of such facilities.
- The number of ineals which may be prepared in each preparation facility in a 24 hour period for use in the SFSP.
- Documentation of current Health Department certification or permit to operate each food preparation facility. In addition, copies of all health inspection reports filed within the previous year.

## > Financial Resources

- Copy of latest certified financial statement and CPA audit report if one has been completed in the prior year.
- Evidence of adequate Liability Insurance to cover the contract responsibilities. See Schedule E of the bid specifications.

# Demonstration of adequate delivery and service facilities

- Evidence of adequate vehicles for meal delivery and holding of meals prior to and during delivery.
- Evidence of ability to meet established truck routes and delivery times.
- Successful performance of pre-program trial delivery runs. (if applicable)
- Acceptable Quality Control Plan.
- > Attendance at Pre-Bid Meeting as specified in the bid specifications. (if applicable)

# Examples of Possible Material Changes

The following are a couple examples of substantive or significant changes that often result in a <u>material change</u>.

# Number of Schools

While adding a small number of new schools might not constitute a material change to the <u>SFA-FSMC contract</u>, adding a larger number of schools (perhaps through the consolidation of several districts or parts of districts) would likely affect contractor costs and profits and result in a material change. Which means that the contract would have to be re-solicited (re-big).

# Addition of a New Program

The addition of a new program that was not specified in the original solicitation, such as the School Breakfast Program or the Summer Food Service Program, would likely result in a material change.

How can an SFA avoid material changes?

in general, the easiest way to avoid a material change is to capture the full scope of work in the original solicitation document.

The SFA must consider several factors when deciding if an ESMC contract renewal is in the best interest of the SFA. While there are a number of factors to consider three of the most important are.

- the quality of meals served by the FSMC.
- the FSMC's effect on the SFA's finances; and
- thetFSMC's overall responsiveness and conformance to the contract's requirements.

#### (1) The Quality of Meals Served by the FSMC

In deciding whether to renew its contract with an FSMC, the SFA must first consider the quality of meals provided by the FSMC, including adherence to menu cycle/food specifications and the company's responsiveness to complaints or problems with the meals. The SFA should ask how many complaints have been made regarding the quality of food offered, and if these complaints have been addressed in a timely and satisfactory fashion.

 The FSMC must, of course adhere to the menu cycle and food specifications outlined in the contract (contract should require adherence to Federal regulations); and should attempt to be as responsive as

possible to the recommendations of the advisory board.

• Overall, the SFA should ask itself whether, as a result of contracting with the FSMC, the quality of its meal service has improved, worsened, or remained the same.

#### (2) The FSMC's Effect on the SFA's Finances.

The <u>SFA</u> must also consider the <u>FSMC contract</u>'s impact on the SFA's financial condition. Again, the SFA should ask itself whether, as a result of contracting with the FSMC, the SFA's financial condition improved, worsened or stayed the same.

This is the time for the SFA to take a careful look at its original estimates of the costs and benefits of contracting with an FSMC.

- Did the SFA accurately project all costs related to contracting with an FSMC (i.e. what were the actual versus the projected costs under the Contract), and did the contract accurately describe those costs?
- Were there any unexpected costs or cost reductions associated with using an FSMO?

The SFA should ascertain these costs based on information received from the FSMC and other sources files type of review is crucial in helping the SFA assess the reasonableness of any price increases being requested by the FSMC or any change in the basis upon which the FSMC is paid.

# (3) The FSMC's Overall Responsiveness and Conformance to the Contract's Requirements

Finally, the **SFA** must consider the **FSMC**'s overall performance; including the FSMC's completion of all planned activities described in the **contract**.

- The SFA will have documented any findings from its ongoing monitoring of the FSMC's performance and must refer to these findings when it is considering contract renewal.
- The SFA must also consider any findings and recommendations from local, State and Federal reviews and audits.
- In addition to reviewing any deficiencies noted in the FSMC's performance, the SFA should also review any corrective action related to its FSMC. Has the FSMC followed the provisions agreed upon in the contract, and have all deficiencies noted by the SFA been corrected in a timely and satisfactory fashion?
- As part of its review of the FSMC's overall performance, the SFA should consider the participation trends including the National School Lunch Program (NSLP)/School Breakfast Program (SBP) participation compared to a la carte sales. Has participation in the NSLP/SBP increased, decreased or remained unchanged? Has the NSLP/SBP participation ratio to a la carte sales increased or decreased since contracting with an FSMC?

# County of Nassau Summer Food Service Program REQUEST FOR BIDS

Submitted by



May 2019

Should the proposer be other than an Individual, the Proposal MUST include:

- i) Date of formation;
- Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- Iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vI) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.
- B. Indicate number of years in business.

CONTROL OF THE PROPERTY OF THE

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Acacia Network
Contact Person Robert Gonzalez
Address 300 East 175th Street
City/State Bronx, NY 10457
Telephone 646-772-6734
Fax#
E-Mail Address rgonzalez@acacianetwork.org

ALL DING MUST BE F.O.B. DES	STINATION AND INCLUDE DE	LIVERY WITHIN	doors unless otherwise specified.
•		7	President/CEO
BIDDER SIGN HERE	BIDDER		TITLE
	\	23	

#### Regina Caterers Staff associated to the Summer Food Service Program

• Names, titles, addresses and contact numbers of persons authorized to represent the bidder

#### 1. Fozan Pirzada President/CEO

96-27 ROCKAWAY BLVD

OZONE PARK, NY 11417

MAIN: 718-256-0829

PIRZADAF@GMAIL.COM

CELL: 917-440-5640

## 3. Jamie Pittman, MS, RD, CDN Registered Dietician

96-27 ROCKAWAY BLVD

OZONE PARK, NY 11417

MAIN: 718-256-0829

JAMIE@CORESOLUTIONSNYC.COM

CELL: 646-220-6019

#### 2. Zeb Pirzada

96-27 ROCKAWAY BLVD

OZONE PARK, NY 11417

MAIN: 718-256-0829

zpirzada@reginacaterers.com

917-494-7774

#### Vendor profile

#### **REGINA CATERERS - OVERVIEW**

Regina Caterers proudly submits this proposal for the Summer Food Service Program for the County of Nassau. The bid calls for services as a food vendor including the furnishing and delivery of required foods and supplies Summer Food Service Program.

Regina Caterers is a minority-owned food service corporation whose mission is simply "to provide wholesome nutritious meals at the best possible price". Since Regina opened its doors in 1974 and moved into operations at 6409 11<sup>th</sup> Avenue in Brooklyn in 2005, the company has been successfu in meeting its goal. Regina Caterers expanded its operation into an additional facility located in Queens, NY. This site located in Ozone Park will be the main site to service the Nassau County Summer Food Service Program.

For the years it has been in existence, Regina Caterers has been providing nutritious hot and cold meals and snacks for thousands of children, teens and adults in New York City. Participants in day care centers, charter schools, after-school programs, adult day programs, senior citizen centers, shelters, and transitional housing have all enjoyed Regina's meals for some time now. Regina Caterers Inc.is registered with the State of New York as Vendor 0002324465.

Regina Caterers specialty is to provide highly successful meal programs to day care programs throughout New York State. Our team provides clear communication channels to all our daycares we serve and adhere to their feedback to the quality or product we provide.

Regina Caterers has retained 97% of daycares from the previous two years and has added on an additional 25% new daycares on a yearly basis for the past 5 years. Regina Caterers has the upmost confidence to successfully and properly service, manage, and perform the requested services.

Regina Caterers is a Regional Food Service Provider. It is a family owned and operated. Fozan Pirzada has built Regina Caterers organically by providing the ultimate customer experience. Regina Caterers will assign another family member Zeb Pirzada as the lead along with assigned staff to manage the relationship. We will not assign any sales people to the accounts nor will we assign inexperienced staff.

Regina Caterers annual revenues exceed \$20 Million a year. We currently have 55 employees that operate within our Brooklyn and Queens location. Regina's service area is from Riverhead, NY to Albany, NY. Our main boroughs of delivery are Queens, Brooklyn, Manhattan, Bronx, Staten Island, and Westchester

We have two location:

o Brooklyn: 6409 11th Avenue, Brooklyn, NY 11219

Queens: 96-27 Rockaway Blvd, Ozone Park, NY 11417

Key Attachments:

See attachment "Financials"

See attachment "Regina Team"

See attachment "Resumes"

See attachment "Menus Cycle"

See attachment "Warehouse and Delivery"

See attachment: "Insurance"

See attachment "Quality Control"

#### Key Points in Response to the Specification of the RFB

- Regina will deliver on time and at locations as per bid
- Regina uses a GPS system called "Linxup GPS"
- Responsibility for notification of deliveries will be held by Zeb Pirzada (Management Supervisor)
- We will inform the schools of any delays in delivery. This can be done via phone and/or email.
- Regina Caterers does have refrigerated trucks in their routes
- Regina Caterers will assure all food products are to be delivered to each school in proper condition and on a timely basis meeting all health codes and sanitary regulations.
- All deliveries to each school are to be completed as ordered. All school deliveries must be on the day and during the time period scheduled.
- All deliveries will be accompanied by a delivery receipt identifying time, the specific items including number of cases delivered with an area for signature and a statement that all items were received in a wholesome condition.
- Regina will send a daily receipt with each order to each school.
- Regina Caterers purchasing department handles all the acquisition of food products, supplies, and commodities.
- Regina Caterer's Queens location will be the site to warehouse and distribute all the food products, supplies, and commodities
- Zeb Pirzada will oversee all operations related to Nassau County Summer Food Service Program
- Regina Caterers follows all Department of Health and HACCP guidelines to conform with the food quality and safety regulations under federal, state, and local law.
- These guidelines are part of the training the staff gets quarterly and yearly

- Jamie Pittman, Regina's dietician follows all appropriate federal and state guidelines when developing and planning of menu cycles
- Regina Caterers has provided 2018 financial statement and tax returns along with a letter from it's Certified Public Accountant
- We have provided HACCP and Food Safety Plan in the section labeled "Quality Assurance"
- Regina will Package all meals per individual requirements listed below
  - Hot Meal Unit
  - Cold Meal Unit
  - Cartons
  - Meals shall be delivered with appropriate nonfood items
- We welcome a site visit to our facility located in Queens

#### **Required Information Page**

Α.

VENDOR: **REGINA CATERERS, INC** 

DATE OF FORMATION:10/10/1974

OWNER: FOZAN PIRZADA, PRESIDENT/CEO

ADDRESS: 952 CARMANS ROAD MASSAPEQUA, NY 11358

EMAIL: FOZANP@GMAIL.COM

CELL: <u>917-440-5640</u>

STATE OF INCORPORATION: **NEW YORK** 

NUMBER OF EMPLOYEES: 55

ANNUAL REVENUE: \$20 MILLION (2018)

SUMMARY OF RELEVANT ACCOMPLISHMENTS: **THIS IS BEING ADDRESSED** 

**WITHIN THE RFP RESPONSE** 

COPIES OF ALL STATE AND LOCAL LICENSES AND PERMITS: **SEE ATTACHED** 

B. INDICATE NUMBER OF YEARS IN BUSINESS: 45 YEARS

C. PROVIDE ANY OTHER INFORMATION WHICH WOULD BE APPROPRIATE AND HELPFUL IN DETERMINING THE PROPOSER'S CAPACITY AND RELIABILITY TO PERFORM THESE

SERVICES: THIS IS BEING ADDRESSED WITHIN THE RFP RESPONSE

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- The address or addresses of the company's food preparation and distribution facilities which will be used in the SFSP and the names and titles of the local officials responsible for the operation of such facilities.
- The number of meals which may be prepared in each preparation facility in a 24 hour period for use in the SFSP.
- Documentation of current Health Department certification or permit to operate each food preparation facility. In addition, copies of all health inspection reports filed within the previous year.

#### ► Financial Resources

- Copy of latest certified financial statement and CPA audit report if one has been completed in the prior year.
- Evidence of adequate Liability insurance to cover the contract responsibilities. See Schedule E of the bid specifications.
- ▶ Demonstration of adequate delivery and service facilities
  - Evidence of adequate vehicles for meal delivery and holding of meals prior to and during delivery.

- Evidence of ability to meet established truck routes and delivery times.
- Successful performance of pre-program trial delivery nms. (if applicable)
- Acceptable Quality Control Plan.
- ▶ Attendance at Pre-Bid Meeting as specified in the bid specifications. (if applicable)

#### **NOTE FROM REGINA:**

Regina has fully answered the above Criteria mentioned above. WE look forward to having a site visit and our vehicles inspected.

#### Thank you!

# Appendix A

Financial

# INCORVAIA & ASSOCIATES CERTIFIED PUBLIC ACCOUNTANTS 380 N. BROADWAY – SUITE 408 JERICHO, NEW YORK 11753-2109 WWW.INCORVAIALLP.COM

ANTHONY C. INCORVAIA, CPA

TEL. (516) 942-7600

April 3, 2019

To whom it may concern:

RE: Regina Caterers Inc.

We are the accountants on behalf of the above captioned client, we have served in this capacity for the last 13 years.

This letter shall serve to inform all those concerned as to the following;

- Regina Caterers Inc. has reported net income of \$ 2,094,809, \$ 1,729,200 and \$ 1,056,451 of taxable income for 2018, 2017 and 2016 respectively to IRS, New York State and New York City.
- The company is current with respect to all tax filings and tax obligations.
- The working capital for the years ending 2018, 2017 and 2016 was \$ 1,869,675, \$ 529,044 and \$ 820,246 respectively.
- The company's retained earnings for the years 2018, 2017 and 2016 was \$ 1,827,773, \$ 487,814 and \$ 779,687 respectively.
- The company anticipates 2019 financial results to be approximately 10 % higher than 2018.

Should additional information be requested please contact the undersigned immediately.

Sincerely,

Anthony Incorvaia, CPA

#### Regina Caterers, inc Profit & Loss

#### January through December 2018

Ordinary Income/Expense	
Income	19,078,066
Cost of Goods Sold	10,010,000
Food Purchases	10,339,199
Subcontractors and Drivers	1,210,374
Supplies (COGS)	1,124,711
Commissions	642,582
Direct Labor	572,259
Truck Rentals	439,246
Staffing	235,536
Fuel	177,004
Truck Auto Insurance	154,293
Dietician Services	28,868
Liability insurance	9,183
Total COGS	14,933,256
Gross Profit	4,144,810
Expense	. •
Payroll Expenses	641,360
Professional Services and Fees	247,340
Repairs and Maintenance	178,649
Depreciation Expense	172,625
Rent	94,392
Tax Paid	87,291
Auto Expense	86,470
Utilities	77,069
Donations	43,61 <b>1</b>
Supplies	38,966
Insurance	34,578
Travel	28,865
Interest expense	27,491
Comp Meeting - Meals and Entertainment	19,927
Payroll Processing Fee	15,299
Merchant Services	1 <b>4,1</b> 90
Dues and Subscriptions	12,332
Advertising and Promotion	10,570
Licenses, Permits, Certificates	10,535
Equipment Lease	6,888
Postage, Delivery, Freight	6,661
Bank Service Charges	6,421
Computer and Software	3,220
Office Expense	2,219
Processing / Credit Card Fee	1,686
Late Fees & Penalties	1,485
Miscellaneous	544
Gifts	20

# Regina Caterers, Inc Profit & Loss

#### January through December 2018

Total Expense	1,870,703
Net Ordinary Income	2,274,107
Other Income/Expense	
Other Income	
Discounts	(1,015)
Total Other Income	(1,015)
Other Expense	
NYC - Corp Tax (Local Tax)	203,090
Taxes Paid	300
Milk Crates - Not Returned	(35)
Total Other Expense	203,355
Net Other Income	(204,370)
Net Income	2,069,737

#### Form **1120S**

Department of the Treasury Internal Revenue Service

#### U.S. Income Tax Return for an S Corporation

Do not file this form unless the corporation has filed or is attaching Form 2553 to elect to be an S corporation.
 Go to www.irs.gov/Form1120S for instructions and the latest information.

OMB No. 1545-0123

For calendar year 2018 or tax year beginning 2018, ending S election effective date D Employer identification number 10/14/1974 11-2337456 TYPE REGINA CATERERS INC. Business activity code number (see instructions) 722300 F Date incorporated OR 6409 11TH AVENUE 10/13/1974 PRINT BROOKLYN, NY 11219-5621 Check if Schedule M-3 attached Total assets (see instructions) 4,950,788. If 'Yes,' attach Form 2553 if not already filed Is the corporation electing to be an S corporation beginning with this tax year? X No Name change (3) H Check if: (1) | Final return Address change Amended return (5) S election termination or revocation Enter the number of shareholders who were shareholders during any part of the tax year.

Caution: Include only trade or business income and expenses on lines 1a through 21. See the instructions for more information. 2 1a Gross receipts or sales..... 19,078,066. 1 a **b** Returns and allowances..... c Balance, Subtract line 1b from line 1a.... 1 c 19,077,051. 2 14,475,435. Gross profit. Subtract line 2 from line 1c..... 3 4,601,616. Net gain (loss) from Form 4797, line 17 (attach Form 4797)..... 4 5 Other income (loss) (see instrs — att statement). 5 6 Total income (loss). Add lines 3 through 5. 6 4,601,616. Compensation of officers (see instructions - attach Form 1125-E) 7 480,000. Salaries and wages (less employment credits)..... 8 161,360. Repairs and maintenance. 9 48,421. 10 10 11 11 117,597. 12 263,456. Interest (see instructions). 13 27,491. 14 Depreciation not claimed on Form 1125-A or elsewhere on return (attach Form 4562). 14 671. Depletion (Do not deduct oil and gas depletion.). 15 Advertising 10,570. 16 Pension, profit-sharing, etc., plans.... 17 Employee benefit programs.... 18 1,183,676. 19 20 Total deductions. Add lines 7 through 19..... 20 2,293,242. Ordinary business income (loss). Subtract line 20 from line 6..... 2,308,374. 21 22a Excess net passive income or LIFO recapture tax (see instructions)...... b Tax from Schedule D (Form 1120S)..... 22 b c Add lines 22a and 22b (see instructions for additional taxes)..... 22 c 23a 2018 estimated tax payments and 2017 overpayment credited to 2018..... 23a b Tax deposited with Form 7004..... c Credit for federal tax paid on fuels (attach Form 4136)..... e Add lines 23a through 23d..... 23 e 24 Estimated tax penalty (see instructions). Check if Form 2220 is attached ...... 24 Amount owed. If line 23e is smaller than the total of lines 22c and 24, enter amount owed. 0. 25 Overpayment. If line 23e is larger than the total of lines 22c and 24, enter amount overpaid ...... 27 Enter amount from line 26: Credited to 2019 estimated tax Refunded ► 27 Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge. Sign Here PRESIDENT Signature of officer X Yes No Print/Type preparer's name Preparer's signature X if ANTHONY C. INCORVAIA ANTHONY C. Paid INCORVATA 3/07/19 self-employed P00373110 Preparer INCORVAIA & ASSOCIATES Firm's EIN ► 11-3238298 Firm's name Use Only Firm's address 380 N. BROADWAY, SUITE 408 JERICHO, NY 11753-2109 Phone no. (516)942-7600

	337456	Page 2						
Schedule B Other Information (see instructions)	Yes	No						
1 Check accounting method: a ☐ Cash b X Accrual c ☐ Other (specify) ►		Switz						
2 See the instructions and enter the:								
a Business activity ► CATERING b Product or service ► FOOD								
3 At any time during the tax year, was any shareholder of the corporation a disregarded entity, a trust, an estate, or a nominee or similar person? If "Yes," attach Schedule B-1, Information on Certain Shareholders of an S Corporation								
4 At the end of the tax year, did the cornoration:	(2.5 a)	X						
a Own directly 20% or more, or own, directly or indirectly, 50% or more of the total stock issued and outstanding of any foreign or domestic corporation? For rules of constructive ownership, see instructions. If "Yes," complete (i)	of S							
through (v) below		X						
(i) Name of Corporation (ii) Employer (iii) Country of (iv) Per	centage (v) If Percen	tage in (iv)						
ldentification Incorporation of Stoci	Owned is 100%, E Date (if any)							
Training (in any)	Subchar	oter S						
	Subsidiary Was M	Election ade						
h Ours disable as interest of 200% as many	В	7,2227 51						
<b>b</b> Own directly an interest of 20% or more, or own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital in any foreign or domestic partnership (including an entity treated as a partnership) or in the beneficial in	terest							
of a trust? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (v) below		Х						
(i) Name of Entity (ii) Employer (iii) Type (iv) Country		dmum %						
ldentification of Entity Organizat		in Profit, r Capital						
	2000, 0	- Capital						
	<del></del>							
5a At the end of the tax year, did the corporation have any outstanding shares of restricted stock?		X						
If "Yes," complete lines (i) and (ii) below.		4.33						
(i) Total shares of restricted stock								
<b>b</b> At the end of the tax year, did the corporation have any outstanding stock options, warrants, or similar instruments		Х						
If "Yes," complete lines (i) and (ii) below.		Λ						
(i) Total shares of stock outstanding at the end of the tax year								
(ii) Total shares of stock outstanding if all instruments were executed		4.4						
6 Has this corporation filed, or is it required to file, Form 8918, Material Advisor Disclosure Statement, to provide information on any reportable transaction?		Х						
7 Check this box if the corporation issued publicly offered debt instruments with original issue discount	>							
If checked, the corporation may have to file <b>Form 8281,</b> Information Return for Publicly Öffered Original Issue Discount Instruments.		and the second						
8 If the corporation (a) was a C corporation before it elected to be an S corporation or the corporation acquired an asset with a basis determined by reference to the basis of the asset (or the basis of any other property) in								
the hands of a C corporation and (b) has net unrealized built-in gain in excess of the net recognized built-in gain	ı 💮							
from prior years, enter the net unrealized built-in gain reduced by net recognized built-in gain from prior years (see								
instructions)								
9 Did the corporation have an election under section 163(j) for any real property trade or business or any farming business								
in effect during the tax year? See instructions		X						
10 Does the corporation satisfy one of the following conditions and the corporation doesn't own a pass-through enti	marine de la constante de la c							
current year, or prior year carryover, excess business interest expense? See instructions	**							
a The corporation's aggregate average annual gross receipts (determined under section 448(c)) for the 3 tax years								
preceding the current tax year don't exceed \$25 million, and the corporation isn't a tax shelter; or <b>b</b> The corporation only has business interest expense from (1) an electing real property trade or business, (2) an electing real property trade or business.	electing							
farming business, or (3) certain utility businesses under section 163(j)(7).	stecting							
If "No," complete and attach Form 8990.								
11 Does the corporation satisfy <b>both</b> of the following conditions?		1323						
a The corporation's total receipts (see instructions) for the tax year were less than \$250,000								
<b>b</b> The corporation's total assets at the end of the tax year were less than \$250,000		X						
If "Yes," the corporation is not required to complete Schedules L and M-1.								

Schedule     Other Information   See instructions) (continued)   Ves   No   No   Information   No   No   No   No   No   No   No	Form <b>112</b>	OS (2018) REGINA CATERERS INC.	L-2337 <b>45</b> 6		Page 3
12 During the tax year, did the corporation have any non-shareholder debt that was cancelled, was frequent or the terms modified so as for reduce the principal amount of the debt?					No
If Yes, "enter the amount of principal reduction.	12 Durir	g the tax year, did the corporation have any non-shareholder debt that was canceled, was forgiven, or had the	е		Х
13 During the tax year, was a qualified subchapter S subsidiary election terminated or revoked? If "Yes," see instructions.   X	If "Y	es." enter the amount of principal reduction.			< \(\alpha\) \(\delta\)
14a Did the corporation make any payments in 2018 that would require it to file Form(s) 1099?   X   X			instructions		
D   FYSs, "did the corporation file or will it file required Forms 1999.   X   X     X					
15   Is the corporation attaching Form 8996, into 13.   X   Y   Y   Y   Y   Y   Y   Y   Y   Y					
Schedule   K   Shareholders' Pro Rata Share Hems					
1			<del>                                     </del>		<u> </u>
2   2   2   3   2   3   3   2   3   3	h	· · · · · · · · · · · · · · · · · · ·			
3a Other gross rental income (loss)   3a   b   Expense from other rental advice (attach datement)   3b				2,308	<u>,3/4.</u>
b Expense from other retail activities (attach latisment)	(1033)				
Cittler net rental income (loss). Subtract line 3b from line 3a			-		
A Interest income.   S   Dividends: a Ordinary dividends.   Sa   S   Sa   S   S   S   S   S   S					
5   Dividends: a Ordinary dividends   5a					
BQualified dividends.   5b   6   6   Royalities.   7   Net short-term capital gain (loss) (attach Schedule D (Form 1120S)).   7   7   8 a Net Iong-term capital gain (loss) (attach Schedule D (Form 1120S)).   8 a   8   5   5   5   5   5   5   5   5   5					
6 Royalties. 6 7 Net short-term capital gain (loss) (attach Schedule D (Form 1120S)) 7 8 a Net long-term capital gain (loss) (attach Schedule D (Form 1120S)) 8 a Net long-term capital gain (loss) (attach Schedule D (Form 1120S)) 8 b Collectioles (28%) gain (loss) (attach Schedule D (Form 1120S)) 8 c Unreaduted section 120 gain (fatch statement) 8 7 Net section 1231 gain (loss) (attach Form 4797) 9 10 Other income (loss) (see instructions), Type* 10 11 Section 1791 deduction (attach Form 4797). 9 12 Cacharitable contributions SEE STATEMENT 2 12a 41, 611. 11 171, 954. 12a Charitable contributions SEE STATEMENT 2 12b 12c 41, 611. 11 171, 954. 12c Collection 59(e)(2) expenditures (1) Type P (2) Amount P 12c (2) 12d		hOusified dividends	Ja		
7 Net short-term capital gain (loss) (attach Schedule D (Form 1120S))					
Sa Net long-term capital gain (loss) (attach Schedule D (Form 1120S))		, , , , , , , , , , , , , , , , , , , ,			
b Collectibles (28%) gain (loss). 8b   8c   9 Net section 1231 gain (loss) (attach Form 4797). 9 10 Other income (loss) (see instructions). Type ► 10   11 Section 179 deduction (attach Form 4562). 11   171,954, 12a   41,611. 171		· · · · · · · · · · · · · · · · · · ·			
c Unreadured section 1230 gain (clasch statement). 8 c 9  9 Net section 1231 gain (loss) (statch Form 4797). 9  10 Other income (loss) (see instructions). Type ► 10  11 Section 179 deduction (attach Form 4562). 111 171, 954. 12a 41, 611. 171, 954. 12b 12c Charitable contributions. SEE STATEMENT 2 12a 41, 611. 171, 954. 12b 17c Charitable contributions. SEE STATEMENT 2 12a 41, 611. 171, 954. 12c Charitable contributions. 12b 17c Charitable contributions. 12c Ce2 12c Charitable contributions. 17pe ► 12b 12c Ce2 12			O a		
9 Net section 1231 gain (loss) (attach Form 4797)					
10 Other income (loss) (see instructions)					
11   Section 179 deduction (attach Form 4952).   12   12   171, 954.   12   12   171, 954.   12   12   171, 954.   12   12   171, 954.   12   12   171, 954.   12   12   171, 954.   12   12   171, 954.   12   171, 954.   12   171, 954.   12   171, 954.   12   171, 954.   12   171, 954.   12   171, 954.   12   171, 954.   12   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   171, 954.   1		46 69 5 4 57 5 1 6 5	<b>—</b>		
12a Charitable contributions   SEE STATEMENT 2   12a   41,611.	Daduc.		<del>                                     </del>	171	OE 4
b Investment interest expense. c Section 59(e)(2) expenditures (1) Type ► (2) Amount ► 12c (2) d Other deductions (see instructions). Type ► (2) Amount ► 12c (2) d Other deductions (see instructions). Type ► (3a	tions		<del></del>		
c Section 59(e)(2) expenditures (1) Type ► (2) Amount ► 12c (2) d Other deductions (see instructions). Type ► 12d    13a Low-income housing credit (section 42(f)(5)).				41	, OTT.
d Other deductions (see instructions). Type ► 12d  13a Low-income housing credit (section 42(f)(5)) 13a  b Low-income housing credit (other). 13b  c Qualified rehabilitation expenditures (rental real estate) (attach Form 9458, if applicable) 13c  d Other rental real estate credits (see instrs) Type ► 13e  f Biofuel producer credit (attach Form 6478) 13f  g Other credits (see instructions) Type ► 13g  Foreign Trans- actions  14a Name of country or U.S. possession ► 13g  b Gross income from all sources 14b  c Gross income sourced at shareholder level 14c  Foreign gross income sourced at corporate level 14d  d Section 951A category. 14f  g General category. 14f  h Other (attach statement) 14h  Deductions allocated and apportioned at shareholder level 14l  i Interest expense 14l  j Other 15f A category 14l  p Deductions allocated and apportioned at corporate level 15f A section 951A category 14l  i Foreign branch category 14l  p Cother (attach statement) 14l  Deductions allocated and apportioned at corporate level 15f A section 951A category 14l  i Foreign branch category 14l  p Cother (attach statement) 14l  Deductions allocated and apportioned at corporate level to foreign source income 14l  k Section 951A category 14l  p General category 14l  i Foreign branch category 14l  o Other (attach statement) 14l  Deductions allocated and apportioned at corporate level to foreign source income 14l  k Section 951A category 14l  o Other (attach statement) 14l  Deductions allocated and apportioned at corporate level to foreign source income 14l  k Section 951A category 14l  p Paging pranch category 14l  p Paging					
13a Low-income housing credit (section 42(j)(5))   13a   b Low-income housing credit (other)   13b   c Qualified rehabilitation expenditures (rental real estate) (attach Form 3458, if applicable)   13c   d Other rental real estate credits (see instrs) Type   13d   e Other rental credits (see instrs) Type   13e   f Biofuel producer credit (attach Form 6478)   13f   g Other credits (see instructions)   Type   13g   13f   13f   13g   14a Name of country or U.S. possession   14a Name of country or U.S. possession   14b   14c   Foreign gross income sourced at shareholder level   14c   Foreign gross income sourced at corporate level   14d   e Foreign branch category   14d   e Foreign branch category   14d   e Foreign branch category   14d   g General category   14d   g General category   14d   Deductions allocated and apportioned at shareholder level   1 Interest expense   14l   Deductions allocated and apportioned at corporate level to foreign source income   14k   Foreign branch category   14d   m Passive category   14d		of Other and advantage of the formation			
b Low-income housing credit (other) c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468, if applicable).  d Other rental real estate credits (see instrs) Type ► 13d e Other rental credits (see instrs) Type ► 13e f Bioruel producer credit (attach Form 6478). 13f g Other credits (see instructions) Type ► 13g  Foreign Trans- actions  14a Name of country or U.S. possession b Gross income from all sources. 14b c Foreign gross income sourced at shareholder level. 14c Foreign gross income sourced at corporate level 3e d Section 951A category. 14d g General category. 14f g General category. 14f g General category. 14f interest expense. 17i j Other. 15i j Other. 16i j Other 16i j Other 17i j Other 17i j Cother 17i	Credits		<del>                                     </del>		
c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468, if applicable).  d Other rental real estate credits (see instrs) Type ► 13d e Other rental credits (see instrs) Type ► 13e f Biofuel producer credit (attach Form 6478). 13f g Other credits (see instructions). Type ► 13g f Other credits (see instructions). Type ► 13g Gross income from all sources. 14b c Gross income from all sources. 14b c Foreign gross income sourced at shareholder level. 14c Foreign gross income sourced at corporate level 14d e Foreign branch category. 14d f Passive category. 14f g General category. 14f Deductions allocated and apportioned at shareholder level i Interest expense. 14i j Other. 14i j Other. 15j Deductions allocated and apportioned at corporate level to foreign source income k Section 951A category. 14l m Passive category. 14l n General category. 14l m Passive category. 14l n General category. 14l o Other (attach statement). 14o Other information p Total foreign taxes (check one): ▶ Paid Accrued. 14p g Reduction in taxes available for credit	• · · · · · · ·				
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m Passive category.  n General category.  o Other (attach statement).  Other information  p Total foreign taxes (check one): ► □ Paid □ Accrued.  q Reduction in taxes available for credit					
o Other (attach statement)			14m		
Other information p Total foreign taxes (check one): ► Paid Accrued. 14p  q Reduction in taxes available for credit			14n		
p Total foreign taxes (check one): ► Paid Accrued			, ,		
g Reduction in taxes available for credit					
(attach statement)			. 14p		
		(attach statement)	14q		

r Other foreign tax information (attach statement)

Boads   A   Beapsyment of Loans from shareholders   17a   Francisco   17a   Franci	Sched	ule K Shareholders' Pro Rata Sh	iare Items (continue	ed)			Total amount
Minimum		15a Post-1986 depreciation adjustment.				15 a	
Commonstration   Comparison		<b>b</b> Adjusted gain or loss				15b	
CAMTD   Campaign   C	mum	c Depletion (other than oil and gas)					
Female		d Oil, gas, and geothermal properties		15d			
Table		e Oil, gas, and geothermal properties	<ul><li>deductions</li></ul>		********	15 e	
Differ tax-exempt income   16b   16c   25,071.		f Other AMT items (attach statement)				15 f	
Both				16 a			
Considerability   Considerab		<b>b</b> Other tax-exempt income		16b			
Basis   e Repayment of loans from shareholders   16e	Shăre-	c Nondeductible expenses		16 c	25,071.		
Record   17a   Investment income   17a   Investment income   17a   Investment income   17a   Investment income   17a   Investment expenses   17b   Investment expenses   17c   Investment expenses   17c   Investment expenses   Investment expe		<b>d</b> Distributions (attach stmt if required)	) (see instrs)			16d	729,779.
Investment expenses   17b		e Repayment of loans from shareholde	ers		<u></u>	16 e	
Directive Repersors   170		17a Investment income			*******	17a	
C Dividend distributions paid from accumulated earnings and profits   17c   d Other items and amounts (attach statement)   SEE STATEMENT 3		<b>b</b> Investment expenses				17b	
Cattach statement    SEE STATEMENT   3		c Dividend distributions paid from accu	umulated earnings and	profits		17¢	
Recompose   18   Incomeloss reconciliation. Combine the amounts on lines 1 through 10 in the far right column. From the result, subtract the sum of the amounts on lines 11 through 12d and 14p.   18   2,094,809.		d Other items and amounts					36,800
Schedule		(attach statement)		SEE STATEM	ENT 3	##S	
Schedule L   Balance Sheets per Books							
Assets (a) (b) (c) (d) 4,662,805.  1 Cash 2,250,105, 198,758.  b Less allowance for bad debts. 670,159. 198,758.  3 Inventories. 4,155. 30,923.  4 U.S. government obligations. 5 Tax-exempt securities (see instructions). 6 Other current assets (attach stmt). SEE, ST, 4 41,301. 35,791.  7 Loans to shareholders. 8 Mortgage and real estate loans. 9 Other meatments (attach statement). 10a Buildings and other depreciable assets. 563,012. 734,966. b Less accumulated depreciation. 539,830. 23,182. 712,455. 22,511.  11a Depletable assets. 563,012. 64,223. 64,223. 12 Less accumulated depletion. 12 Land (net of any amortization). 64,223. 64,223. 14 Other assets (attach stmt). 50,000. 14,950,788. 15 Total assets. 16,000. 15 Total assets. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000. 16,000		Trom the result, subtract the sum of		- ,			
1 Cash 2, 250, 105, 198, 758. 4, 662, 805. 198, 758. 5 less allowance for bad debts. 670, 159, 670, 159, 198, 758. 3 lnventories. 4, 155. 30, 923. 4 U.S. government obligations. 4, 155. 30, 923. 4 U.S. government obligations. 5 Tax-exempt securities (see instructions). 6 Other current assets (statch stmt). SEE, ST. 4 41, 301. 35, 791. 1 35, 791. 1 35, 791. 1 36, 301. 2 3, 301. 2 3, 301. 2 3, 301. 2 3, 301. 2 3, 301. 2 3, 301. 2 3, 301. 2 3, 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 1 301. 3 35, 791. 3 35, 791. 3 35, 79	Sched					nd of	
2a Trade notes and accounts receivable. b Less allowance for bad debts. 198,758. b Less allowance for bad debts. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758. 198,758				, , ,		- 3.3 ····	
b Less allowance for bad debts	1 Cas	sh		2,250,105.	,,.,,,		4,662,805.
3 Inventories. 30,923. 4 U.S. government obligations. 5 Tax-exempt securities (see instructions). 6 Other current assets (attach stmt). SEE, ST, 4. 7 Loans to shareholders. 8 Mortgage and real estate loans. 9 Other investments (attach statement). 9 10a Buildings and other depreciable assets. 563,012. 734,966. 9 b Less accumulated depreciation. 539,830. 23,182. 712,455. 22,511. 11a Depletable assets. 9 b Less accumulated depletion. 12 Land (net of any amortization). 644,223. 644,223. 14 Other assets (attach stmt). 15 Total assets. 2,988,902. 4,950,788. 1abilities and Shareholders' Equity 1,968,277. 15 D Accounts payable. 1,968,277. 15 D Loans from shareholders. 143,588. 156,549. 143,588. 143,588. 156,549. 143,588. 156,549. 143,588. 156,549. 143,588. 156,549. 143,588. 156,549. 143,588. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549. 156,549.			670,159.		198,	/58.	
4 U.S. government obligations. 5 Tax-exempt securities (see instructions). 6 Other current assets (attach stmf). SEE, ST. 4. 7 Loans to shareholders. 8 Mortgage and real estate loans. 9 Other investments (attach statement). 10a Buildings and other depreciable assets. 563, 012. 734, 966. b Less accumulated depreciation. 539, 830. 23, 182. 712, 455. 22, 511. 11a Depletable assets. b Less accumulated depletion. 12 Land (net of any amortization). 13a Intangible assets (artach stmt). 14 Other assets (attach stmt). 15 Total assets. Liabilities and Shareholders' Equity 16 Accounts payable. 17 Mortgages, notes, bonds payable in less than 1 year. 18 Other current liabilities (attach states stmt). 20 Mortgages, notes, bonds payable in 1 year or more. 21 Other liabilities (attach statement). SEE, ST. 5. 22 Capital stock. 23 Additional paid-in capital. 24 Retained earnings. 25 Adjustments to shareholders' equity (att stmt). 26 Less cost of treasury stock. 27 Total liabilities and shareholders' equity (att stmt). 26 Less cost of treasury stock. 27 Total liabilities and shareholders' equity (att stmt). 28 Less accumulated amortization. 29 Mortgages, notes, bonds payable in 1 year or more. 20 Mortgages, notes, bonds payable in 1 year or more. 21 Other liabilities (attach statement). SEE, ST. 6. 22 Capital stock. 23 Additional paid-in capital. 24 Retained earnings. 25 Adjustments to shareholders' equity (att stmt). 26 Less cost of treasury stock. 27 Total liabilities and shareholders' equity. 29 2,988,902. 41,950,788.						3	
5 Tax-exempt securities (see instructions). 6 Other current assets (attach start). SEE, ST, 4 7 Loans to shareholders. 8 Mortgage and real estate toans. 9 Other investments (attach statement). 10a Buildings and other depreciable assets. 563, 012. 539, 830. 23, 182. 712, 455. 22, 511. 11a Depletable assets. b Less accumulated depletion. 12 Land (net of any amortization). 13a Intangible assets (attach start). 15 Total assets (attach stmt). 15 Total assets. 2, 988, 902. 4, 950, 788. 16 Accounts payable in less than 1 year. 17 Mortgages, notes, bonds payable in less than 1 year. 18 Other current liabilities (attach stmt). SEE, ST, 5 10 Loans from shareholders. 20 Mortgages, notes, bonds payable in 1 year or more. 21 Other liabilities (attach statement). SEE, ST, 5 22 Capital stock. 23 Addittonal paid-in capital. 24 Retained earnings 25 Adjustments to shareholders' equity (att stmt). 26 Less cost of treasury stock. 27 Total liabilities and shareholders' equity. 28 Agustants to shareholders' equity (att stmt). 29 Less cost of treasury stock. 20 Total liabilities and shareholders' equity. 20 Less cost of treasury stock. 20 Total liabilities and shareholders' equity. 20 Less cost of treasury stock. 21 Labilities and shareholders' equity. 21 Labilities and shareholders' equity. 22 Labilities and shareholders' equity. 23 Labilities and shareholders' equity. 24 Labilities and shareholders' equity. 25 Labilities and shareholders' equity. 27 Labilities and shareholders' equity. 28 Labilities and shareholders' equity. 29 Labilities and shareholders' equity. 20 Labilities and shareholders' equity. 21 Labilities and shareholders' equity. 22 Labilities and shareholders' equity. 23 Labilities and shareholders' equity.				4,155.		**	30,923.
6 Other current assets (attach stmt) SEE .ST. 4. 7. 1. 20ans to shareholders 35,791.  7 Loans to shareholders 35,791.  8 Mortgage and real estate loans 9 Other investments (attach statement)		-					
7   Loans to shareholders   8   Mortgage and real estate loans   9   Other investments (attach statement)   10 a Buildings and other depreciable assets   563,012   734,966							
8 Mortgage and real estate loans. 9 Other investments (attach statement). 10 a Buildings and other depreciable assets. b Less accumulated depreciation. 553,012. 11 a Depletable assets. b Less accumulated depletion. 12 Land (net of any amortization). 13 a Intangible assets (amortization). 14 Other assets (amortization 64,223. 15 Total assets. 16 Liabilities and Shareholders' Equity 17 Mortgages, notes, bonds payable in less than 1 year. 18 Other current liabilities (attach stmt). SEE. ST. 5. 19 Loans from shareholders. 20 Mortgages, notes, bonds payable in 1 year or more. 21 Other liabilities (attach statement). SEE. ST. 6. 22 Capital stock. 23 Additional paid-in capital. 24 Retained earnings. 25 Adjustments to shareholders' equity (att stmt). 26 Less cost of treasury stock. 27 Total liabilities and shareholders' equity. 27 See See See See See See See See See Se				41,301.			35,791.
9 Other investments (attach statement)  10 a Buildings and other depreciable assets.  b Less accumulated depreciation.  11 a Depletable assets.  b Less accumulated depletion.  12 Land (net of any amortization).  13 a Intangible assets (amortization).  14 a Differ assets (attach stmt).  15 Total assets.  Liabilities and Shareholders' Equity  16 Accounts payable.  17 Mortgages, notes, bonds payable in less than 1 year.  18 Cher current liabilities (attach stmt). SEE, ST, 5.  19 Loans from shareholders.  20 Mortgages, notes, bonds payable in 1 year or more.  21 Other liabilities (attach statement). SEE, ST, 6.  22 Capital stock.  33 Adjustments to shareholders' equity (att stmt).  48 Retained earnings.  487,814.  487,814.  4950,788.  4950,788.							
10a Buildings and other depreciable assets.   563,012.   734,966.   b Less accumulated depreciation   539,830.   23,182.   712,455.   22,511.     1a Depletable assets.   b Less accumulated depletion	8 Moi	rtgage and real estate loans		***			,,
b Less accumulated depreciation				Commence of the commence of th	CONTROL OF	end de contract ( et l'an 1941 à 1941 )	
11 a Depletable assets.   b Less accumulated depletion.		•					
b Less accumulated depletion.  12			539,830.		712,4	155.	22,511.
12 Land (net of any amortization)       64,223.       64,223.         13a Intangible assets (amortization)       64,223.       64,223.         b Less accumulated amortization       64,223.       64,223.         14 Other assets (attach stmt).       2,988,902.       4,950,788.         Liabilities and Shareholders' Equity       1,968,277.       2,315,321.         17 Mortgages, notes, bonds payable in less than 1 year.       411,850.       599,693.         18 Other current liabilities (attach stmt): SEE, ST, 5.       56,549.       143,588.         19 Loans from shareholders.       20 Mortgages, notes, bonds payable in 1 year or more.       20 Mortgages, notes, bonds payable in 1 year or more.       21 Other liabilities (attach statement): SEE, ST, 6.       1.         22 Capital stock.       64,412.       64,412.       64,412.         23 Additional paid-in capital.       487,814.       1,827,773.         25 Adjustments to shareholders' equity (att stmt).       487,814.       1,827,773.         26 Less cost of treasury stock.       2,988,902.       4,950,788.         27 Total liabilities and shareholders' equity.       2,988,902.       4,950,788.	-			Maria Calaina Maria Mari			
13a Intangible assets (amortizable only)       64,223.       64,223.         b Less accumulated amortization       64,223.       64,223.         14 Other assets (attach stmt)       2,988,902.       4,950,788.         Liabilities and Shareholders' Equity       2,988,902.       2,315,321.         17 Mortgages, notes, bonds payable in less than 1 year       411,850.       599,693.         18 Other current liabilities (attach stmt)       SEE, ST, 5.       56,549.       143,588.         19 Loans from shareholders.       20 Mortgages, notes, bonds payable in 1 year or more.       20 Mortgages, notes, bonds payable in 1 year or more.       21 Other liabilities (attach statement)       SEE, ST, 6.         22 Capital stock       64,412.       64,412.         23 Additional paid-in capital       487,814.       1,827,773.         25 Adjustments to shareholders' equity (att stmt)       487,814.       1,827,773.         26 Less cost of treasury stock       2,988,902.       4,950,788.         27 Total liabilities and shareholders' equity       2,988,902.       4,950,788.					* **		
b Less accumulated amortization 64,223. 64,223.  14 Other assets (attach stmt).  15 Total assets. 2,988,902. 4,950,788.  Liabilities and Shareholders' Equity  16 Accounts payable. 1,968,277. 2,315,321.  17 Mortgages, notes, bonds payable in less than 1 year. 411,850. 599,693.  18 Other current liabilities (attach stmt). SEE, ST, 5. 56,549. 143,588.  19 Loans from shareholders. 566,549. 143,588.  20 Mortgages, notes, bonds payable in 1 year or more. 21 Other liabilities (attach statement). SEE, ST, 6. 2. 1.  22 Capital stock. 64,412. 644,412.  23 Additional paid-in capital. 487,814. 1,827,773.  24 Retained earnings. 487,814. 1,827,773.  25 Adjustments to shareholders' equity (att stmt). 26 Less cost of treasury stock. 2,988,902. 4,950,788.					C 40 - 7 - 47 490 2400 7 - 22 2400 25	***************************************	
14 Other assets (attach stmt).       2,988,902.       4,950,788.         15 Total assets.       2,988,902.       4,950,788.         Liabilities and Shareholders' Equity       2,315,321.         16 Accounts payable.       1,968,277.       2,315,321.         17 Mortgages, notes, bonds payable in less than 1 year.       411,850.       599,693.         18 Other current liabilities (attach stmt). SEE, ST, 5.       56,549.       143,588.         19 Loans from shareholders.       0       1         20 Mortgages, notes, bonds payable in 1 year or more.       2       1         21 Other liabilities (attach statement). SEE, ST, 6.       64,412.       64,412.         22 Capital stock.       64,412.       64,412.         23 Additional paid-in capital.       487,814.       1,827,773.         25 Adjustments to shareholders' equity (att stmt).       487,814.       1,827,773.         26 Less cost of treasury stock.       2,988,902.       4,950,788.		• • • • • • • • • • • • • • • • • • • •					
15   Total assets							
Liabilities and Shareholders' Equity         16 Accounts payable.       1,968,277.       2,315,321.         17 Mortgages, notes, bonds payable in less than 1 year.       411,850.       599,693.         18 Other current liabilities (attach start). SEE .ST. 5.       56,549.       143,588.         19 Loans from shareholders.       0       1         20 Mortgages, notes, bonds payable in 1 year or more.       0       1         21 Other liabilities (attach statement). SEE .ST. 6.       64,412.       64,412.         22 Capital stock.       64,412.       64,412.         23 Additional paid-in capital.       487,814.       1,827,773.         25 Adjustments to shareholders' equity (att stmt).       487,814.       1,827,773.         26 Less cost of treasury stock.       2,988,902.       4,950,788.         27 Total liabilities and shareholders' equity.       2,988,902.       4,950,788.		,					
16 Accounts payable       1,968,277.       2,315,321.         17 Mortgages, notes, bonds payable in less than 1 year       411,850.       599,693.         18 Other current liabilities (attach stmt)       SEE, ST, 5.       56,549.       143,588.         19 Loans from shareholders       20 Mortgages, notes, bonds payable in 1 year or more.       21 Other liabilities (attach statement)       SEE, ST, 6.       1.         22 Capital stock       64,412.       64,412.       64,412.         23 Additional paid-in capital       487,814.       1,827,773.         24 Retained earnings       487,814.       1,827,773.         25 Adjustments to shareholders' equity (att stmt).       2,988,902.       4,950,788.         27 Total liabilities and shareholders' equity.       2,988,902.       4,950,788.					756 . 7 1 95 1230 2000 01 100		4,950,788.
17 Mortgages, notes, bonds payable in less than 1 year411,850.599,693.18 Other current liabilities (attach stmt). SEE, ST. 5.56,549.143,588.19 Loans from shareholders20 Mortgages, notes, bonds payable in 1 year or more21 Other liabilities (attach statement). SEE, ST. 61.22 Capital stock.64,412.64,412.23 Additional paid-in capital24 Retained earnings.487,814.1,827,773.25 Adjustments to shareholders' equity (att stmt)26 Less cost of treasury stock.2,988,902.4,950,788.27 Total liabilities and shareholders' equity.2,988,902.4,950,788.		• •		2000 State Control of the Control of			0.715.201
18 Other current liabilities (attach stmt) SEE ST 5.  19 Loans from shareholders.  20 Mortgages, notes, bonds payable in 1 year or more							
Loans from shareholders.  Mortgages, notes, bonds payable in 1 year or more							
Mortgages, notes, bonds payable in 1 year or more  1 Other liabilities (attach statement). SEE ST 6.  2 Capital stock.  3 Additional paid-in capital.  4 Retained earnings.  487,814.  1,827,773.  487,773.  Less cost of treasury stock.  7 Total liabilities and shareholders' equity  2 (Agent See See St of treasury stock).  2 (Agent See See See See See See See See See Se		•		36,349.			143,388.
21 Other liabilities (attach statement)       SEE ST 6.       1.         22 Capital stock       64,412.       64,412.         23 Additional paid-in capital       487,814.       1,827,773.         24 Retained earnings       487,814.       1,827,773.         25 Adjustments to shareholders' equity (att stmt)       26 Less cost of treasury stock       2,988,902.       4,950,788.         27 Total liabilities and shareholders' equity       2,988,902.       4,950,788.					0.00		
22 Capital stock       64,412.         23 Additional paid-in capital       64,412.         24 Retained earnings       487,814.       1,827,773.         25 Adjustments to shareholders' equity (att stmt)       26 Less cost of treasury stock       27 Total liabilities and shareholders' equity       2,988,902.       4,950,788.			* 1 3 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2				1
Additional paid-in capital				64 412		2	
Retained earnings				04,412.			04,412.
Adjustments to shareholders' equity (att stmt)				/Q7 01/	1 / 1 / 2	A. Carl	1 027 772
26 Less cost of treasury stock				401,014.			1,021,113.
27 Total liabilities and shareholders' equity 2, 988, 902. 4, 950, 788.							
		•		2 988 902			A 950 788
		and the state of t	SPSA0134L (		E		Form 1120\$ (2018)

	chedule M-1 Reconciliation of Income (	Loss) per	r Books	With Inc	ome (Loss) per	Return	
	Note: The corporation may be requ	ired to file So	chedule M-	3 (see inst	ructions)		
2	Net income (loss) per books	2,06	9,738.	on Sch	recorded on books this yeadule K, lines 1 through 10 mpt interest. \$	) (itemize):	
	B Expenses recorded on books this year not included on Schedule K, lines 1 through 12 and 14p (itemize):			12 and year (it	,	oook income this	
	a Depreciation\$			a Depre	eciation \$		
	a Depreciation \$						
	SEE STATEMENT / 15,108 1	2	<u>5,071.</u>	<b>7</b> Add I	nes 5 and 6	· · · · · · · · · · · · · · ·	0.
4 Add lines 1 through 3						3). Line 4 less line 7	2,094,809.
	Previously Taxed, Accumu	ılated Ear	rnings a	nd Profi	ts, and Other Ad	justments Acc	ount
	(see instructions)				· · · · · · · · · · · · · · · · · · ·		
	(see instructions)		(a) Accu adjustmen	mulated ts account	(b) Shareholders' undistributed taxable income previously taxed	(c) Accumulated earnings and profits	(d) Other adjustments account
1	(see Instructions)  Balance at beginning of tax year		adjustmen	, 814.	(b) Shareholders' undistributed taxable	(c) Accumulated	(d) Other adjustments
1 2	Balance at beginning of tax year		adjustmen	, 814.	(b) Shareholders' undistributed taxable	(c) Accumulated	(d) Other adjustments
1 2 3	Balance at beginning of tax year		adjustmen	, 814.	(b) Shareholders' undistributed taxable	(c) Accumulated earnings and profits	(d) Other adjustments account
1 2 3 4	Balance at beginning of tax year		487 2,308	, 814. , 374.	(b) Shareholders' undistributed taxable	(c) Accumulated earnings and profits	(d) Other adjustments account
11 22 33 44 5	Balance at beginning of tax year	IT8	487 2,308	, 814. , 374.	(b) Shareholders' undistributed taxable	(c) Accumulated earnings and profits	(d) Other adjustments account
4	Balance at beginning of tax year	IT8	487 2,308 ( 238 2,557	, 814. , 374. , 636.)	(b) Shareholders' undistributed taxable	(c) Accumulated earnings and profits	(d) Other adjustments account
4	Balance at beginning of tax year	IT. 8	487 2,308 ( 238 2,557 729	,814. ,374. ,636.) ,552. ,779.	(b) Shareholders' undistributed taxable	(c) Accumulated earnings and profits	(d) Other adjustments account
4	Balance at beginning of tax year	IT. 8	487 2,308 ( 238 2,557	,814. ,374. ,636.) ,552. ,779.	(b) Shareholders' undistributed taxable	(c) Accumulated earnings and profits	(d) Other adjustments account

#### Form **1125-A**

(Rev. November 2018)

Department of the Treasury Internal Revenue Service

#### **Cost of Goods Sold**

► Attach to Form 1120, 1120-C, 1120-F, 1120S, or 1065. ► Go to www.irs.gov/Form1125A for the latest information. OMB No. 1545-0123

Name	Employer id	dentification	number	
REGINA CATERERS INC.	11-23	37456		
1 Inventory at beginning of year		1	4,	155.
2 Purchases		2	10,365,	967.
3 Cost of labor		3	572,	259.
4 Additional section 263A costs (attach schedule).		4		
5 Other costs (attach schedule). SEE STATEM		5	3,563,	977.
6 Total. Add lines 1 through 5	_	6	14,506,	358.
7 Inventory at end of year		7	30,	923.
8 Cost of goods sold. Subtract line 7 from line 6. Enter here and on Form 1120, page 1, line 2 o appropriate line of your tax return. See instructions.  9 a Check all methods used for valuing closing inventory:  (i) X Cost  (ii) Lower of cost or market  (iii) Other (Specify method used and attach explanation.) ▶		•	14,475,	435.
b Check if there was a writedown of subnormal goods.  c Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attack d if the LIFO inventory method was used for this tax year, enter amount of closing inventory computed under LIFO.	 n Form 970)		▶	j
e If property is produced or acquired for resale, do the rules of section 263A apply to the entity?	See instructions		Yes	No
f Was there any change in determining quantities, cost, or valuations between opening and closing inventory? If "Yes," attach explanation			Yes X	No
BAA For Paperwork Reduction Act Notice, see instructions.	F	orm 1125-/	A (Rev. 11-2	2018)

Schedule K-1 2018		inal K-1		Amended I		OMB No. 1545-0123
(Form 11203)	P	Part III	Shareh	older's Sha	ire o	of Current Year Income,
Department of the Treasury Internal Revenue Service For calendar year 2018, or tax year	1	Ordina	Deduct	ions, Credi income (loss)	ts, a	and Other Items
beginning / / ending / /	'	Ofullia	y business i	346,256.	15	Creaits
Shareholder's Share of Income, Deductions,	2	Net renta	l real estate inc			
Credits, etc. ► See page 2 of form and separate instructions.  Part I Information About the Corporation	3	Other r	net rental inc	ome (loss)	 	†
A Corporation's employer identification number	4	Interes	tincome			
11-2337456	5 a	Ordinar	ry dividends			
B Corporation's name, address, city, state, and ZIP code REGINA CATERERS INC. 6409 11TH AVENUE	5 b	Qualifie	ed dividends		14	Foreign transactions
6409 11TH AVENUE BROOKLYN, NY 11219-5621		Royaltie	es .			<del></del>
C IRS Center where corporation filed return	7	Net sho	rt-term capita	al gain (loss)		
E-FILE	8 a	Net Ion	g-term capit	al gain (loss)	 	<del> </del>
Part II Information About the Shareholder  D Shareholder's identifying number	8 b	Collecti	ibles (28%) (	gain (loss)		
084-62-3363  E Shareholder's name, address, city, state, and ZIP code	8 c	Unreca	ptured section	on 1250 gain		<del> </del>
QAISER PIRZADA 19 HERRICK ROAD	9	Net sec	ction 1231 ga	ain (loss)		<del></del>
WILLISTON PARK, NY 11596	10	Other in	ncome (loss)	)	15	Alternative minimum tax (AMT) items
F Shareholder's percentage of stock ownership for tax year					-	
		ļ				
	11		179 deduct	ion 25,793.	16 C	Items affecting shareholder basis 3,760.
F O R	12 A	Other o	leductions	5 242	D	
	<b>├</b> ≏-	<del> </del>		6,242.	ի. բ –	109,467.
R S	ļ			· <del></del>		<b> </b>
U S E					ļ 	
	<u> </u>				<u> </u>	
0 2				!	17 V	Other information 320,463.
L Y				·	 ₩	182,043.
·					- <u></u> -	81,309.
					<b>-</b> <del>-</del> -	
·		*See	attached s	tatement fo	⊥	Iditional information

#### **SUPPLEMENTAL INFORMATION**

SECTION 199A INCOME (K-1 CODE V) IS NET OF SECTION 179 EXPENSE OF \$25,793 FROM REGINA CATERERS INC..

SHAREHOLDER 1 : QAISER PIRZADA 084-62-3363

Schedule K-1 2018	F	inal K-1	Amended	K-1	OMB No. 1545-0123
(Form 1120S)	F	art III	Shareholder's Sha	are c	of Current Year Income,
Department of the Treasury Internal Revenue Service For calendar year 2018, or tax year	1	Ordinan	Deductions, Cred business income (loss)		und Other Items
beginning / / ending / /	'	Jordinary	1,962,118.	'	orcuits
Shareholder's Share of Income, Deductions,	2	Net rental	real estate income (loss)		
Credits, etc. ► See page 2 of form and separate instructions	. 3	Other no	et rental income (loss)	† <del>-</del> -	<del></del>
Part I Information About the Corporation	4	Interest	income	<del> </del>	<b>-</b>
A Corporation's employer identification number 11-2337456	<u> </u>	Ordinan	/ dividends	<b>↓</b>	   <b>-</b>
B Corporation's name, address, city, state, and ZIP code	- J 3 a	Ordinary	/ dividends		
REGINA CATERERS INC. 6409 11TH AVENUE	5 b	Qualifie	d dividends	14	Foreign transactions
BROOKLYN, NY 11219-5621	6	Royaltie	S	Γ	
C IRS Center where corporation filed return	7	Net short	t-term capital gain (loss)	†	
E-FILE Part II Information About the Shareholder	8 a	Net long	term capital gain (loss)	<b>†</b>	<del></del>
Part II Information About the Shareholder  D Shareholder's identifying number	8 b	Collectil	oles (28%) gain (loss)	†	<del></del>
051-66-6279	8 c	Unrecap	tured section 1250 gain	<del> </del> -	
E Shareholder's name, address, city, state, and ZIP code FOZAN PIRZADA 6 WAKEFIELD DRIVE	9	Net sect	ion 1231 gain (loss)	<u></u> .	
MUTTONTOWN, NY 11545	10	Other in	come (loss)	15	Alternative minimum tax (AMT) items
F Shareholder's percentage of stock ownership for tax year	]	<del>-</del>			 
ownership for tax year <u>85</u> %		ļ			
	h			<del> </del>	
		01'	170 t. L. L.	40	6 7
1	11	Section	179 deduction 146,161.		Items affecting shareholder basis
F	12	Other de	eductions	+=.	
F O R	_ <u>A</u> .		<u>_35,369.</u>	<u> </u>	620,312.
R S				T	
U S E	<u> </u>	<u> </u>		ļ	
Ě	L				
ON			<b>_</b> _	17	Other information
L.	-			<u> </u>	<u> 1,815,957.</u>
				M.	1,031,576.
		<u>  .</u>		<u>X</u>	460,751.
		*See a	itached statement f	or ac	dditional information.

C I	וממו	<b>EMEN</b>	ITAI	INITO	DAGA	TION
Э.	ואאו	- WI- N	1141	INFI	IN IVI ()	11031

SECTION 199A INCOME (K-1 CODE V) IS NET OF SECTION 179 EXPENSE OF \$146,161 FROM REGINA CATERERS INC..

SHAREHOLDER 2: FOZAN PIRZADA 051-66-6279

SPSL1201L 05/26/18

#### Form 1125-E

(Rev October 2016)

Department of the Treasury Internal Revenue Service

#### **Compensation of Officers**

► Attach to Form 1120, 1120-C, 1120-F, 1120-REIT, 1120-RIC, or 1120S.

► Information about Form 1125-E and its separate instructions is at www.irs.gov/form1125e.

OMB No. 1545-0123

Name

REGINA CATERERS INC.

Employer identification number

11–2337456

Note: Complete Form 1125-E only if total receipts are \$500,000 or more. See instructions for definition of total receipts.

(a) Name of officer	(b) Social security	(c) Percent of time devoted	Percent of s	(f) Amount of		
(2) (2)	number	to business	(d) Common	(e) Preferred	compensation	
OZAN PIRZADA	051-66-6279	100 %	85.00 %	%	0	
		90	%	<b>ે</b>		
		ojo	90	80		
		olo	90	90		
		ماه	90	96		
		٥١٥	%	9		
		ەبە	%	96		
		ەرە	96	96		
		0,0	%	9		
		alo	%	90		
		olo	96	26		
		0/0	90	90		
		0/0	%	8		
		9/0	0,0	%		
		9/0	0,0	%		
		0,0	90	%		
		٥١٥	ola	%		
		0,0	O/o	%		
		8	0/0	ક	· • • • · · · · · · · · · · · · · · · ·	
		90	0/0	ο,		
Total compensation of officers		<del></del>				
Compensation of officers claimed						
Compensation of officers claimed Subtract line 3 from line 2. Enter line of your tax return	the result here and on Fe	orm 1120, page 1, I	ine 12 or the appro	priate	480,00	

BAA For Paperwork Reduction Act Notice, see separate instructions.

Form 1125-E (Rev 10-2016)

#### Form **4562**

### Depreciation and Amortization (Including Information on Listed Property)

► Attach to your tax return.

Department of the Treasury Internal Revenue Service (99) Name(s) shown on return

REGINA CATERERS INC.
Business or activity to which this form relates

► Go to www.irs.gov/Form4562 for instructions and the latest information.

OMB No. 1545-0172

2018

Machment 179

Identifying number 11-2337456

	M 1120S							
Par	t I Election To Exp	ense Certain F	Property Under Sec complete Part V before	ction 179	ert I			
1	Maximum amount (see ins						1	1,000,000.
2	Total cost of section 179 p						2	171,954.
3	Threshold cost of section		3	2,500,000.				
4	Reduction in limitation, Su		4	2,300,000.				
5	Dollar limitation for tax year							U.
	separately, see instruction	s ,		· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·		5	1,000,000.
6_	(a)	Description of property		(b) Cost (business		(c) Elected cost		
SE	E STATEMENT 10					171,9	54.	
7 8	Listed property. Enter the						0.	171 054
9	Total elected cost of section Tentative deduction. Enter	the <b>smaller</b> of line	uu amounts in column i a 5 or lina 8	(c), lines 6 and 7			8	171,954. 171,954.
10	Carryover of disallowed de						10	171,934.
11	Business income limitation	n. Enter the smalle	r of business income ()	not less than zer	o) or line 5. S	ee instrs	11	1,000,000.
12	Section 179 expense dedu	ction. Add lines 9	and 10, but don't enter	more than line 1	l <b>î</b>		12	171,954.
13	Carryover of disallowed de				▶ 13		0.	
	: Don't use Part II or Part II							
Par			e and Other Depre				ee ins	tructions.)
14	Special depreciation allow	ance for qualified p	property (other than list	ted property) pla	ced in service	during the		
	tax year. See instructions						14	
15	Property subject to section						15	
16	Other depreciation (includi						16	
Par	TIII   WACKS Depred	clation (Don't incl	lude listed property. Se					
17	MACRS deductions for ass	ate placed in seni	Section in the years basing		<del></del>		47	
							17	671.
18 	If you are electing to group a asset accounts, check here	<del>0</del>						- 100 mg/s
		- Assets Placed (b) Month and	n Service During 2018 (c) Basis for depreciation			1	Syste	
	(a) Classification of property	year placed in service	(business/investment use only — see instructions)	(d) Recovery period	(e) Convention	(1) Method		(g) Depreciation deduction
	3-year property							
	5-year property							
	7-year property							
	10-year property							
	15-year property							
	20-year property							,
	25-year property			25 yrs		S/L		
h	Residential rental			27.5 yrs	MM	S/L		
	property			27.5 yrs	MM	S/L		** *******
i	Nonresidential real			39 yrs	MM	S/L		
	property	5 1 - Di 1 -	C ' D ' 0010 T		MM	S/L		
20		- Assets Placed In	Service During 2018 T	ax Year Using tr	ie Alternative	T	n Sys	tem
	Class life		*****	10	-	S/L		
	12-year			12 yrs		S/L		
_	30-year			30 yrs 40 yrs	MM MM	S/L S/L		
	t IV Summary (See in	atructions \	· · · · · · · · · · · · · · · · · · ·	40 Arz	PIPI	9/1		
21	Listed property, Enter amo		1			·····	21	-
	Total. Add amounts from line 12.	lines 14 through 17. lin	nes 19 and 20 in column (a).	and line 21. Enter her	e and on			
23	the appropriate lines of your return For assets shown above a	nd placed in service	ce during the current ye	ear, enter			22	671.
_	the portion of the basis att	ributable to section	n 263A costs		23			

_	m <b>4</b> 562 (2018)	REGINA CA												33745		Page 2	
Pa		Property (Inc	clude automob	iles, cert	ain othe	r vehicle	es, certi	ain ai	ircr	aft, and p	ropert	y used f	or enter	tainmer	nt, recrea	ation,	
	or amus <b>Note:</b> For columns	r any vehicle for v (a) through (c)	which you are us	sing the st	andard m	nileage ra	ate or de	ductin	ng la	ease expe	nse, co	mplete o	nly 24a,	24b,			
		n A – Deprecia									mits fo	r passei	nger auf	omobile	es.)		
24	<b>a</b> Do you have eviden	ce to support the bu	usiness/investmen	t use claim	ed?	[	X Yes		Νo	<b>24b</b> If 'Y	'es,' is tl	ne evidenc	e written?	[	X Yes	No	
	(a)	(b)	(c)	(d			(e)			(f)				(h)		(i)	
	Type of property (list vehicles first)	Date placed in service	Business/ investment	Cost other I			or depreci ess/invest			Recovery period	Method/ Convention			reciation duction		Elected section 179	
05	0		percentage	I* 4 . I			use only)									cost	
25	Special deprec	nation allowance n 50% in a qual	e for qualified ified business	use. See	operty pi e instruc	aced in tions	service	durii	ng t	the tax ye	ear and	25			7	r.K	
26		more than 50%							• • •						<u>5</u>	<u></u>	
ΝE	W VAN - KA	12/28/15	100.0	38	,000.					5.0	200	DB HY					
US	ED VAN	5/07/15	100.0	6	,650.					5.0	200	DB HY					
-	D		! :#: ! . ! :														
27	Property used s	50% or less in a	qualified busi	iness use	<del>)</del> :								ı		1	8 25 8	
						<del>                                     </del>								<del>-</del>		114	
															133	× 3690	
28	Add amounts in	n column (h), lir	nes 25 through	27. Ente	er here a	ind on li	ine 21.	page	1.			28		0		* 1	
29	Add amounts in												·		<del></del>	0.	
				Section i	B – Info	rmation	on Us	e of V	/eh	icles							
Com o y	plete this section our employees, f	for vehicles used irst answer the	f by a sole prop questions in S	rietor, pa ection C	rtner, or to see i	other 'm f you m	ore thar eet an c	5% excep	owr otio	ner,' or rel n to com	ated pe pleting	rson. If t	you prov ction for	ided veh those v	icles rehicles.		
~~	T. I. I. I			[ (a	a)	(l	)		(	c)	(	d)	(	e)	(1	 ก	
30	Total business/investment miles driven during the year (don't include		es ariven	Vehicle 1		Vehicle 2		Veh		cle 3	Vehicle 4		Vehi	ćle 5	(f) Vehicle 6		
	commuting mil-	es)		<u> </u>				ļ									
31	· · · · · · · · · · · · · · · · · · ·	niles driven during ti	=	<u> </u>				ļ <u>.</u>									
32	Total other per miles driven	sonal (noncomr															
33	Total miles driv	en during the y	ear. Add														
	lines 30 throug	h 32		<u> </u>		3.0				ı l							
34	Was the vehicle	a available for n	orconal uco	Yes	No	Yes	No	Ye	S	No	Yes	No	Yes	No	Yes	No	
34	during off-duty	hours?	·····														
35	Was the vehicle than 5% owner	e used primarily or related pers	by a more														
36		cle available foi															
	personal use?.			<u> </u>	<u> </u>	4/1 - D		<u> </u>				<u> </u>		<u> </u>			
ans	wer these question	ons to determin	C — Questions e if you meet instructions.											who are	<b>n't</b> more	than	
37	Do you maintai	n a written nolid	ry statement th	nat probil	hite all n	erennal	uce of	vehir	مامد	includir	a com	muting			Yes	No	
3,	by your employ	ees?								· · · · · · · · ·							
38	Do you maintai employees? Se	n a written police the instruction	cy statement the ns for vehicles	nat prohi used by	bits pers corpora	sonal us ite office	e of vel ers, dire	hicles ectors	s, e s, o	xcept cor r 1% or r	nmutin	ng, by yo wners	our				
3 <del>9</del> 40	Do you treat all Do you provide r													• • • • •			
41	vehicles, and re Do you meet th	etain the inform	ation received	?		• • • • • •			• • •	·	• • • • • •	· • • • • • • •					
	Note: If your ar	nswer to 37, 38,	. 39, 40, or 41	is 'Yes,'	don't co	mplete	Section	B fo	rth	ne covere	d vehic	cles.			esert is to	THE SEC. AS	
Pa	rt VI Amort		1		4.				_	<del></del>				1			
	(a) Description of costs			Date ar	(b) nortization egins	<b>(c)</b> Amortizable amount			(d) Code section		de	e Amo				(f) Amortization for this year	
42	Amortization or	f costs that begi	ins during you	r 2018 ta	x year (	see inst	ructions	s):				, pe	remage	<u> </u>			
									Ţ								
42	Amortiseties -	of onata that be-	on hofer-	v 2010 to					1		<del></del>		40	<b> </b>		215	
43 44		of costs that beg ounts in columr														<u>, 315 .</u>	
	rotan Aud alli	oanta nii toutuilli	i dy. Gee ule l	nad uctio		1Z0812L 0		· · · · ·					1 44	<u> </u>	4 orm <b>456</b>	, 315 . 2 (2018	

018	FEDERAL STATEMENTS	PAGE
LIENT 27100095	REGINA CATERERS INC.	11-23374
907/19  STATEMENT 1  FORM 1120S, LINE 19  OTHER DEDUCTIONS		08:184
ACCOUNTING	ISE.  SET EXPENSES.  INS.  IAL  SS  TOTAL   TOTAL   SEES	21,968. 3,573. 6,421. 642,582. 3,220. 83,895. 12,332. 9,163. 29,450. 10,077. 18,187. 23,587. 117,890. 9,964. 15,876. 529. 41,185. 3,177. 15,299. 6,661. 2,707. 23,183. 28,865. 53,885. 53,885.
STATEMENT 2 FORM 1120S, SCHEDULE CHARITABLE CONTRIBU  CASH CONTRIBUTIONS -	EK, LINE 12A ITIONS  60% LIMITATION	41,611. 41,611.
STATEMENT 3 FORM 1120S, SCHEDULE OTHER ITEMS AND AMO	EK, LINE 17D UNTS	
FORM 1120S, SCHEDULE OTHER ITEMS AND AMO	EK, LINE 17D UNTS ED BUSINESS INCOME	\$ 2,136,420.
FORM 1120S, SCHEDULE OTHER ITEMS AND AMO SECTION 199A QUALIFI	UNTS	
FORM 1120S, SCHEDULE OTHER ITEMS AND AMOUNT SECTION 199A QUALIFI SECTION 199A W-2 WAG	UNTS ED BUSINESS INCOME	\$ 1,213,619.
FORM 1120S, SCHEDULE OTHER ITEMS AND AMOUNT SECTION 199A QUALIFI SECTION 199A W-2 WAG	UNTS ED BUSINESS INCOME \$ ES. \$	\$ 1,213,619.

2018	FEDERAL STATEMENTS	PAGE 2
CLIENT 27100095	REGINA CATERERS INC.	11-2337456
3/07/19 STATEMENT 4 FORM 1120S, SCHEDULE L, L OTHER CURRENT ASSETS	LINE 6	08:18AN
LOAN TO AFFILIATES	BEGINNING \$ 41,301 TOTAL \$ 41,301	
STATEMENT 5 FORM 1120S, SCHEDULE L, L OTHER CURRENT LIABILITIE	LINE 18 S	
CITY TAX PAYABLE		ENDING . \$ 143,588 \$ 143,588.
STATEMENT 6 FORM 1120S, SCHEDULE L, L OTHER LIABILITIES	INE 21	
ROUNDING		ENDING . \$ 1 \$ 1.
STATEMENT 7 FORM 1120S, SCHEDULE M-1 EXPENSES ON BOOKS NOT (	, LINE 3 ON SCHEDULE K	
PENALTIESPOLITICAL CONTRIBUTION.	тота	2.000.
STATEMENT 8 FORM 1120S, SCHEDULE M-2 OTHER REDUCTIONS	2, COLUMN A, LINE 5	
DISALLOWED MEALS AND EN' PENALTIES POLITICAL CONTRIBUTION.	TERTAINMENT	9,963. 13,108. 2,000.
SECTION 179 EAFENSE	TOTA	
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2018		PAGE 3	
CLIENT 27100095	REGINA CATERERS INC.		11-2337456
3/07/19			08:18AM
EQUIPMENT LEASE  EQUIPMENT MAINTENANCE  FUEL FOR DELIVERY VANS.  GENERAL LIABILITY INSUR  PAPER AND PACKAGING EXP  PAYROLL TAX - ALLOCATED  STAFFING EXPENSES  SUBCONTRACTING COSTS.  TOLLS  TRUCK & VEHICLE MAINTEN  TRUCK AND VAN RENTALS  TRUCK INSURANCE	ANCE ENSES. IANCE		\$ 28,868. 6,888. 22,542. 177,004. 9,183. 1,124,711. 38,566. 235,536. 1,210,374. 37,144. 48,179. 439,246. 154,293. 31,449. \$ 3,563,977.
DESCRIPTION OF PROPERTY 5-YEAR FREIGHT LINER W	/OVEN	COST 45,118.	ELECTED COST \$ 45,118.
5-YEAR APPLIANCES 5-YEAR AWNING	IPMENT.	6,293. 9,165. 5,543. 105,835. TOTAL	9,165. 5,543. 105,835.

### Appendix B

### DOH Certificate Inspection Report



### The City of New York DEPARTMENT OF HEALTH AND MENTAL HYGIENE

REGINA CATERERS INC.

6409 11TH AVE BROOKLYN, NY 11219-5621

### PERMIT/LICENSE TYPE:

WHOLESALE FOOD ESTABLISHMENT LICENSE

RECORD NUMBER:

50045220

CODE: H26

CLASS/SUBCLASS: NR

ISSUE DATE: 2

11/13/2018

**EXPIRATION DATE:** 

12/31/2019

PERMITTEE/LICENSEE NAME:

REGINA CATERERS INC

ADDRESS OF PERMITTED ENTITY/LICENSED INDIVIDUAL:

6409 11TH AVE

BROOKLYN, NY 11219-5621

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

**ACTING COMMISSIONER OF HEALTH AND MENTAL HYGIENE** 

POST CONSPICUOUSLY

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

### NEW YORK CITY

DEPARTMENT OF HEALTH & MENTAL HYGIENE

### INSPECTION REPORT

### DIVISION OF ENVIRONMENTAL HEALTH

Food Safety and Community Sanitation 125 Worth Street, Room 1020, CN-594, New York, NY 10013 Tel.: (212) 676-1600, Fax: (347) 396-8046, Email: infohfses@health.nyc.gov

Record ID: 50045220

Permit #:

Permittee: REGINA CATERERS INC

D.B.A:

REGINA CATERERS

Address:

6409 11TH AVE

Brooklyn 112195621

Telephone: 718-256-0829

Inspection Date: Apr 01, 2019

Start Time:

4/1/2019 9:18:14AM

End Time:

4/1/2019 10:35:38AM

Inspection Type: Initial Inspection/Cycle Inspection

Inspection Summary:

Total Violation Points:

Critical Violation Points: N/A

Grade:

N/A

General Violation Points: 2

Grade Card #: N/A

Grade Pending: No

Pending Card #: N/A

Sanitary Violations:

Cycle: Initial Inspection (FS/A)

Result: Minor Violation of Rules and Regulations

Num	Violation Code	Violation Condition	Total Condition	Points	Violation Description
1	09C	1	1		Food contact surface improperly constructed or maintained in that 1 cutting board(s) observed with deep, stained cut marks on a storage shelf in the kitchen, NYCHC 81.17(d)(1)

### **Inspection Notes:**

Ownership, REGINA CATERERS INC, was verified with NYSCOA #11-2337456, validated 12/17/2015. Permit expires 12/31/2018. FPC hol-Evelyn Polanco, #06-10709, was present at the time of inspection. Hot and cold running water provided. Gas water heaters observed in the basement. No CO detected. Adequate refrigeration and hot holding units provided. Metal stem type thermometer provided. Hand wash sinks and a 3-compartment sink provided in the kitchen. Basement dry & paper goods storage area observed. No backyard. Toilet facility provided for employees. No customer seats provided. Necessary signs displayed. Operator comfortable with English language. Foods transported in refrigerated trucks.

### Attachments:

Num

Description

1

**IRF** 

Department of Health & Mental Hygiene employees must show identification. Falsification of any statement made herein is an offense punishable y a fine of not more than \$500 or not more than 60 days imprisonment or both, NYC Administrative Code §10-154.

NAME/ID: Olawale Ogungbeni

/ 1546

RANK/TITLE: PUBLIC HEALTH SANITARIAN LEVI DATE: Apr 01, 2019

I acknowledge that I have received a copy of this inspection report.

RECEIVED BY: FOZAN PIRZADA

TITLE: OWNER

Dans 1 . 69

**DATE:** Apr 01, 2019

### NEW YORK CITY

DEPARTMENT OF HEALTH & MENTAL HYGIENE

### INSPECTION REPORT

### DIVISION OF ENVIRONMENTAL HEALTH

Food Safety and Community Sanitation 125 Worth Street, Room 1020, CN-59A, New York, NY 10013 Tel.: (212) 676-1600, Fax: (347) 396-8046, Email: infobfses@health.nyc.gov

Record ID: 50045220

Permit #:

Permittee: REGINA CATERERS INC

D.B.A:

**REGINA CATERERS** 

Address:

6409 11TH AVE Brooklyn 112195621

Telephone: 718-256-0829

Inspection Date: Apr 01, 2019

Start Time:

4/1/2019 9:18:14AM

End Time:

4/1/2019 10:35:38AM

Inspection Type: Initial Inspection/Cycle Inspection

### **Hot Topics:**

New York City Health Code requires that the permit issued by the Department of Health and Mental Hygiene must be kept on the premises designated on the permit and it must be placed in a clean, transparent cover or frame and displayed in such a manner as to be clearly visible to the public.

Cannabidiol (CBD) Is Prohibited in Food and Drink: In December 2018, the Food and Drug Administration (FDA) issued a statement clarifyi its position on cannabis-derived products. The FDA stated that it is unlawful to add CBD to food or drink. As a result, the Health Code also prohibits adding CBD to food or drink. The Health Department is currently educating food service establishments that CBD is prohibited from being added to food and drink, and to stop offering these products. Beginning July 1, 2019, if operators have not voluntarily come into compliance, the Health Department will embargo food and drink products that contain CBD—the products will have to be returned to the supplier or discarded. Starting October 1, 2019, the Health Department will begin issuing violations to food service establishments for offering food or drink containing CBD. Violations may be subject to fines as well as violation points that count toward the establishment's letter grade For more information on CBD in food or drink, please visit the FDA website:

https://www.fda.gov/NewsEvents/PublicHealthFocus/ucm421168.htm We will update you on our enforcement of this product if the FDA updates its guidance. If you have any questions, please email infobsscs@health.nyc.gov or call 646-632-6001.

The Health Department is offering free Food Safety Workshops aimed at improving your inspection results. At the workshop, learn how to achieve and maintain an "A" grade and receive a free copy of your inspection history report. Workshops are offered in each borough. Register now at: www.surveymonkey.com/r/FSWorkshops and for more information, email infobfses@health.nyc.gov or call 646-632-6001.

Department of Health & Mental Hygiene employees must show identification. Falsification of any statement made herein is an offense punishable y a fine of not more than \$500 or not more than 60 days imprisonment or both, NYC Administrative Code \$10-154.

NAME/ID: Olawale Ogungbeni

/ 1546

RANK/TITLE: PUBLIC HEALTH SANITARIAN LEVI DATE: Apr 01, 2019

I acknowledge that I have received a copy of this inspection report.

RECEIVED BY: FOZAN PIRZADA

TITLE: OWNER n --- 1 -- 5 1

**DATE:** Apr 01, 2019

The agency named on the front of this Notice has alleged that you committed the described violation or violations. Note: If the charge on the front of the Notice states you MUST APPEAR IN PERSON, chance to enter into a stipulation or settlement agreement. If you are eligible, the agency will send you a letter in the mail. To accept the stipulation or settlement, follow the instructions in the letter. then you or an authorized representative must attend the hearing in person. See the front of this Notice for the date, time and location of your hearing. In some cases, the agency may offer you the

If a stipulation or settlement is offered to you and you do not accept it, the independent NYC Office of Administrative Trials and Hearings will hear and decide your case, if you do not accept the settlement or show up for your hearing, a default judgment may be entered against you and additional penalties may be Imposed.

If your case is NOT marked "MUST APPEAR IN PERSON," you may deny the charges or their severity by presenting a defense online, by phone or by mail.

- Online: To submit a defense online, visit www.nyc.gov/oath.
- Phone: To schedule a hearing by phone, call (212) 436-0817.
- Mail: To submit a defense by mail, send a signed statement of facts that must say, "My signature in this statement certifles that all facts in it are true", with all documents you wish to have considered to: OATH Mail Unit, 66 John Street, 11th Floor, New York, NY 10038

# To present a defense in person:

- You or an authorized representative must appear in person on the hearing date at the time and location indicated on this Notice.
- If no location is listed or checked off, you may appear at any OATH Hearings Center on the date and time indicated on this Notice (see locations below).
  - Please be fully prepared for a hearing at that time by bringing this Notice and all of your evidence with you.
    - If you require assistance with English, free language assistance will be provided.

NOTE: YOU HAVE THE RIGHT TO BE INFORMED OF THE MAXIMUM PENALTY. Pursuant to the New York City Health Code, §3.11, a penalty of not less than \$200 and not more than \$2000 may be mposed for each Health Code violation. For non-NYCHC violations please see the cited statute/regulation for maximum penalties. The penalty for certain violations may be found in regulations ivaliable at nyc.gov/health. Higher penalties may be imposed for each repeated violation up to the maximum penalty allowed by law or regulation.

Reasonable Accommodation: If you have a disability and require a reasonable accommodation on the day of your hearing, call the phone number listed below.

## **OATH HEARINGS CENTERS**

Tel: 1-844-OATH-NYC (1-844-628-4692) www.nyc.s

Manhattan: 66 John Street, 11th Floor, New York, NY 10038

Brooklyn: 9 Bond Street, 6th Floor, Brooklyn, NY 11201

Queens; 31-00 47th Avenue, 3th Floor, Long Island City, NY 11101

Bronx: 3030 Third Avenue, Room 250, Bronx, NY 10455

Staten Island: 350 St. Mark's Place, Main Floor, Staten Island, NY 10301

### Appendix C

### Regina Team

### Professionalism

### Management Team:

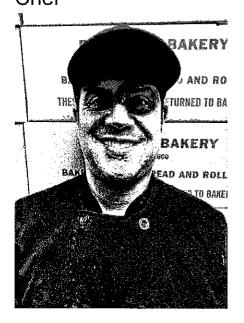
Fozan Pirzada President & CEO



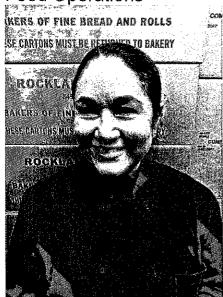
Alexander Sagalov Office Operations



Heriberto (Chuck) Alicea Chef

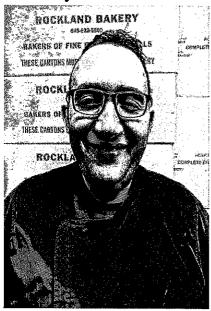


Evelyn Polanco Food Operations



### Management Team:

Bilal El Ghanam Food Operations Brooklyn Site



Zeb Pirzada Operations



Danny Huang Food Operations Queens Site



Jamie Pittman, MS, RD, CDN Registered Dietician



Geoffrey Ramsey
Food Service Consultant



### Appendix D

Resumes

### EMPLOYMENT EXPERIENCE (FULL DETAIL UPON REQUEST)

### Core Solutions, LLC (July 2013-Present)

### Owner, Registered Dietitian-Nutritionist

- Analyze/ develop menus and recipes for charter schools and Child and Adult Care Food Programs (CACFP) to ensure compliance with National School Lunch/ Breakfast Program and CACFP government regulations
- Analyze/ develop menus for Adult shelters to ensure compliance with New York City food standards
- Utilize Mosaic software to assist with menu and recipe development
- Counsel clientele on various nutrition related concerns, encourage nutrition goal adherence and provide weekly motivation through email contact
- Develop workshops & grocery store tours for various community centers to educate individuals of all ages on setting appropriate nutrition related topics

### Regina Caterers, Inc. (August 2016-Present)

- Develop menus for multiple sites required to follow guidelines for CACFP, NSLP, DFTA and NYC Food Standards
- Oversee compliance of ingredients, to ensure nutritional content meets the standards individual programs are required to follow
- Prepare sites for administrative reviews and produce the required documents for audits including production records, recipes and labels
- Develop safety protocols to ensure kitchen staff maintains a clean, safe environment

### 46 & 10 Assisted Living Facility, Village Care (February 2015- July 2018) NY, NY Registered Dietitian-Nutritionist

- Counseled Clientele on various nutrition related concerns, encourage adherence to recommended diet
- Assisted in the planning of various seasonal menus to ensure they are within regulation of the department of aging guidelines
- Provided dietary guidance for staff on issues concerning residents
- Completed monthly kitchen inspections to ensure kitchen cleanliness and food safety

### Transitional Services of New York (February 2015- September 2015) NY, NY

### Registered Dietitian-Nutritionist/ Grant Funded Position

- Counseled clientele and staff on various nutrition related concerns, establish nutrition and physical fitness related goals
- Developed six week skill building nutrition curriculum workshop for consumers
- Created nutrition assessment for organization
- Assisted in the creation of a community garden

### Rivington House Adult Day Treatment Center, Village Care (January 2013-January 2015) NY, NY Registered Dietitian-Nutritionist

- Developed and lead nutritional groups and workshops on a variety of topics related to basic nutrition and diabetes
- Completed nutrition assessments and care plans and attend interdisciplinary rounds and care plan meetings
- Coordinated care for patients with interdisciplinary team

### **EDUCATION**

### Eastern Michigan University (May 2012)

• Masters of Science in Dietetics, Coordinated Program in Dietetics, RD, CDN #007570

### NOVA Southeastern University, Ft. Lauderdale, Florida (Fall 2001)

Bachelors of Science in Psychology

### Becker College, Worcester, Massachusetts (May 1998)

Associates of Science in Physical Therapy Assisting, License # PTA 18686

### **Professional Associations**

Member of the Academy of Nutrition and Dietetics (Practice Groups; SCAN, DIFM)

Aurangzeb S. Pirzada 76 Shelter Lane Roslyn Heights, NY 11577

Aurangzeb Pirzada has resided in New York since his family moved here in 1978.

Aurangzeb received an Associates degree from Long Island University and attended the Zarb School of Business at Hofstra University. Family and Business obligations prevented his completion. Due to unexpected family obligations, Aurangzeb had to curtail his educational pursuit and assume an integral position at the family run business.

Additionally, he also worked at Medstar at its original location in Maspeth, Queens. As Vice- President of Medstar from 1989 to 1995, Aurangzeb was instrumental in increasing sales, developing a small sales team and overseeing daily operations.

After his promotion to President/COO in 1995, he supervised all company activities. This included Customer Service, Sales, Finance, Operational budgets and Warehouse Logistics.

In 1996 Medstar relocated its operations to College Point, NY as well as increasing staff from 8 to 40 employees. Medstar at this time was starting to be recognized in the Regional area as a premier provider of Durable Medical equipment, highly influenced by our Customer satisfaction.

In 1997 Aurangzeb became CEO of Medstar. Since then he has been tireless in his efforts to provide the best HME, Rehab and Respiratory services in the Tri State area. Aurangzeb's strategic goal was to maximize on revenue for each customer. Once we were given a referral we would offer ONE STOP SHOPPING. Consequently, the customer remains with us for lifetime. Customer Satisfaction reporting was enhanced and QA/PI Personnel were hired to monitor success and compare to national satisfaction averages.

Moving once again in 2001 to a 35,000 sq. foot facility, Aurangzeb orchestrated the companys growth and development to its current status. Staffing increased to 90 at this point in our current location in College Point.

2001, Medstar was the first DME providers to start contracting and negotiating with NYS DOH programs known as Managed Long Term Care (MLTC). Growth of Medstar rapidly grew due to Aurangzeb's goal of contracting directly with all National Insurance payors. This initiative has led Medstar to be one of the strongest DME providers in the Northeast.

In October 2005 he was recognized in HME News as one of the "Top 10 Under 40 to Succeed".

Aurangzeb has served countless years on the NYMEP board in a variety of positions.

Aurangzeb has met with both NY State and other National Representatives in Washington and Albany to lobby for Healthcare Initiatives. He has entertained State Representatives in the College Point location to educate them on the efforts needed to assist patients in need and to introduce them to the myriads of documentation necessary to qualify those patients for the equipment and to obtain payment for those services.

In 2006, Aurangzeb was selected by the New York State Department of Health to serve as an advisor for all Durable Medical Equipment issues arising with the NYS Medicaid Program. Aurangzeb made weekly trips to Albany for meetings with the Health Department management team.

In 2007, Aurangzeb started a new company, Rayn Healthcare Alliance IPA. This entity is registered with New York State DOH. Rayn functioned as a physician IPA and had Insurance contracts for physicians through this vehicle. Currently Rayn has about 150 primary care physicians on its roster.

2007-2009, Aurangzeb guided Medstar through the growing pains of a Small Business. Medstar was able to secure a Revolver line of Credit of \$3 Million with Gemino Healthcare Finance, secure contracts with various Hospitals that allowed Medstar to have On-site Liaisons, and position Medstar to obtain all Health Insurance Contracts. During this period, Medstar employee headcount increased to 125 employees with revenues of \$21 Million. Aurangzeb Pirzada was forward enough thinking to determine that the best strategy for growth was organic growth versus going the acquisition route. Aurangzeb during this period was able to gain extensive knowledge into the field of Physician, Medical, and DME IPA along with Managed care funding

2010, Medstar refinanced to new credit facility of \$5,000,000 with Gemino Healthcare Finance. Aurangzeb broadened the product line of Medstar to include Negative Pressure Wound Therapy as well as Orthotics. Due to a continuing outward growth in area, branches were opened in Airmont, New York, as well as Stratford, Connecticut to better service our expanding patient population and referral base. Additional contracts in Connecticut were obtained.

2012-2013, Aurangzeb has gained knowledge and expertise in the function of Compounding and Specialty pharmacy.

2013, Aurangzeb successfully divested his interest in Rayn Healthcare. Medstar grew to 160 employees and increased Revenues to \$28 Million.

2013, Aurangzeb partnered with QMES, LLC to acquire Landauer Metropolitan from bankruptcy. Aurangzeb became President & CEO of what is now Landauer-Medstar. QMES, LLC is the holding company that has a portfolio of DME Providers throughout the Northeast and Mid-Atlantic Region. QMES, LLC has combined revenues in excess of \$200 Million. Aurangzeb's responsibility is for the extremely important and competitive New York market. His responsibility of area extends from Montauk Point, Long Island up towards the state's capital of Albany.

2014- QMES, LLC was successful in refinancing their debt with CIT. CIT served as Sole Lead Arranger in a \$50 million senior secured credit facility for QMES, a distributor of durable medical equipment to patients in nine states. QMES is a portfolio company of Quadrant Management Inc., a private equity firm based in New York City. The facility will be used to refinance legacy debt and provide for ongoing working capital needs.

2014, Aurangzeb, by using the best of management from Landauer Metropolitan and his own firm, Medstar Surgical has created a Management team that has the capability to surpass current revenue levels of \$55 million.

Aurangzeb, was integral in merging and consolidating both Medstar and Landauer. Revenues in New York exceeded \$65 Million with a EBITDA of \$10 Million

2015, Aurangzeb sold his equity to Quadrant Management Inc. to pursue a career in the International field of medical products.

2015-Current, Aurangzeb joined the family business, Regina Caterers, Inc. His main role is to bring his business operations experience to enhance the business operations at Regina Caterers. His role is to oversee sales operations and quality control of all on-site operations.

Currently Aurangzeb is a Board member of a non-for profit organization in New York known as "The Long Island Coalition Against Bullying" The mission of this organization is to highlight Anti-Bullying and educate school authorities of this epidemic.

### JIA JIE HUANG (DANNY)

E-MAIL: JIAJIEHUANG84@GMAIL.COM 1447 84TH STREET BROOKLYN, NY 11228 • PHONE (646) 372-3533

### WORK EXPERIENCE

November 2016 - Present

Regina Caterer Inc.

Brooklyn, NY

Operations Manager

Handles order processing, scheduling, and vendor management for a leading institutional catering company in New York City.

Responsible in overseeing Food Safety, Sanitation Practices, Proper Food Handling, Food Production Records, Menu Management Systems as well as participating in NY State required Webinars.

Through coaching and training of my staffs, decreased production time efficiently at the same time save company's payroll expenses.

May 2017 - November 2018

Capital One, N.A.

Brooklyn, NY

Relationship Banker

Managed and coach branch staffs from operations to sales whenever branch manager is absent.

Create and maintain good customer relationships while discovering their financial needs and make product recommendations.

Referred and brought in 150% over goal for investments.

Surpassed branch balance growth goal by 30%

February 2012 – May 2017 CPC Inc.

Manhattan, NY

Tax Preparer

Handle over 150 business and individual clients for their accounting and tax needs.

Prepare simple to complex tax returns for individuals and small businesses.

Interview and review clients to get thorough picture of financial situation to help taxpayer get maximum benefit permitted under the law of government.

Maintain financial records for subsidiary companies by analyzing balance sheets and general ledger accounts.

March 2008 – March 2011 JP Morgan Chase, N.A.

Manhattan, NY

Personal Banker

Top three sales in branch in every quarter, with over 300 clients in book of business.

Discover customers' financial needs and provide product recommendations.

Provide investment profiling for the customers with the acquired licenses of series 6 & 63 and Life & Health.

August 2006 – March 2008 Citibank, N.A.

Manhattan, NY

Business Service Officer

Manage over 100 business accounts that has excessive monetary transactions daily.

Decisions on paying premium business accounts that are Over-Drafted in a balance of 100 thousand dollars daily.

Mitigated and resolved complaints/ issues for Financial Center customers

Adhered to operational controls, including legal, corporate and regulatory procedures to ensure safety and security of customer and bank assets.

August 2005- August 2006 Citibank, N.A.

Manhattan, NY

Financial Associate

Delivered outstanding customer service by executing financial transactions in accordance with bank policies and procedures.

### **EDUCATION**

2002 – 2007 Baruch College

Manhattan, NY

Major - BBA degree - Small Business Management and Entrepreneurship

Minors - Business Law and Economics

### SKILLS

Fluent in Chinese (Mandarin, Cantonese) and English.

Proficient in Microsoft Office programs (Word, Excel, PowerPoint)

# Qualitying Certificate in Food Protection

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### Appendix H

Warehouse and Delivery

### Warehouse and Delivery Service

### **Delivery Information:**

- a. How deliveries will be tracked, i.e., GPS?
  - Regina has incorporated a GPS system called Linuxup GPS
  - Regina has the expertise to meet established truck routes and delivery times
- b. What information is provided on the delivery ticket?
  - Regina will provide a full description of delivery on the daily delivery ticket.
    - o Delivery Address
    - Items delivered
    - o Qty delivered
    - o Signature capture
- c. Quality Initiative
  - Regina is capable of implementing new ideas and process flow to increase efficiency in the delivery process.

### Warehouse and Storage:

Our distribution facilities are managed cost effectively. We do not store inventory for more than 24 hours.

- · This assures freshness of our products delivered.
- This also provides better pricing to our accounts

### Number of meals prepared in 2018 in our facilities:

### **Accounts:**

Regina Caterers in 2018 serviced 300 accounts

### **Meal Counts:**

Number of Breakfast served in 2018: 2,199,225 Number of Lunches served in 2018: 2,917,425 Number of Snacks served in 2018: 1,546,475 Number of Supper served in 2018: 1,210,650

### **Growth:**

Retained 97% of Customers from 2017 to 2018 Increased sales by 25% from 2017 to 2018

### Appendix E

### Quality Control

### **Quality Control Plan**

Objective: To provide delicious and nutritious meals daily that children will eat and enjoy.

The Quality Control Plan assures the correct meals and portions are prepared, packaged and delivered to sites in a timely manner.



Health and Food Safety requirements (HACCP) are met in the preparation of meals provided by Regina Caterers. Quality assurance practices are followed along with all New York City Department of Health and Hygiene requirements and local and New York State and hiring and workplace practices.

### Quality assurance for meal preparation

- Food Production Records completed and updated to meet any site changes
- Compliance following the specific menu requirements as stated in the contract
- Portion Control is accurately measured and controlled by our Chef and his food production team.

### **Food Safety & Training**

The HACCP plan is followed daily at our production sites to assure food safety and quality. The HACCP modules are also used as a guide for monthly and on-going training. The items below are a few of the modules used:

- Overall food safety regulations
- Temperatures and understanding the danger zone
- Gloves and the importance of personal sanitation
- Annual on-going training in nutrition and food safety practices

Regina Caterers maintains a current food preparation permit issued by the New York City Department of Health and Mental Hygiene and all kitchen personnel have received the Department's Food Handlers Training and Certificate. Copies of permits and inspection reports including our Hazardous Materials Management Plan are available upon request.

### Management

The Chef and his team of trained cooks work daily to produce meals that will satisfy and please their customers.

- Management & Preparation Meetings used to evaluate timing and accuracy of daily food production. Food Production records are reviewed to assure that correct amounts are being prepared and delivered to the appropriate sites
- Supervising production our Chef supervises the cooks and other staff
- Purchasing standards Fresh foods are received daily and inspected for correct sizing and ripeness.

### **Hiring Practices**

- Regina Caterers employs qualified and diverse workers from our area communities
- Full-time employees have access to health benefits and are paid at fair wage standards.



Since Quality Assurance is an on-going process, it is monitored daily by management to insure quality foods and service to our customers.

### **Training and Development**

Regina Caterer's understands that training our people is critically important for providing quality service to our customers. Our people are the heart of our company.



We value the continuous learning and development of our team members. The success of our programs depends on our people following our tested procedures.

Regina Caterer's training and development program exceed all standards set forth by both State and NYC regulations.

Food Service Staff training is ongoing during the school year and over the summer workshops are planned.

A Training Chart is maintained to show which employees have completed basic and more advanced training. Supervisors must receive 10 hours per year and staff at least 6 hours.

Our training is maintained by a professional training service with more than 30 years in food service-related training.



### **Training Webinars**

Regina Caterers uses the required NYSED Webinar Library as the basis for our training sessions. All Food Service Staff is trained annually, as required.

### **Webinar Library**

- Civil Rights
- Eligibility
- Income Verification
- Meal Pattern for Menu Planners
- Basic Meal Pattern
- Best Practices: School Breakfast Center
- Share our Strengths: Getting ready for Breakfast after the Bell
- NYS Initiatives
- Preschool Meal Pattern
- FNS: Buy American
- Farm to School
- Administrative Review
- Fresh Fruit and Vegetable Program
- Food Service Management Company

### Child Nutrition Snip-It's

CN Snip-It's are PowerPoint slides with speaker notes that provide detailed information on the following specific topics.

Each PowerPoint provides one credit hour of Professional Standards training.

- School Meal Policy
- Production Records
- Standardized Recipes
- Civil Rights
- Procurement Review
- · Financial Management
- Micro Purchases
- · Offer Vs. Serve
- Signage
- Accommodating Children with Disabilities
- Community Eligibility Provision (CEP)
- Procurement
- Daily Alternate Meals

# Archdioceses of New York - Food Service Staff Required Annual Training

				Employees 6 Hours	Employee Name		Manager 10 Hours	Employee Name
					NYC Food Handling Certificate			NYC Food Handling Certificate
					Civil Rights 1 Hr.			Civil Rights 1 Hr.
					Basic Menu Pattern 1 Hr.			Basic Menu Pattern 1 Hr.
					HACCP Food Safety Modules 1-10 1 Hr.			HACCP Food Safety Modules 1-10 1 Hr.
					Professional Standards 1 Hr.			Professional Standards 1 Hr.
					Standardized Recipes & Production 1 Hr.	į		Standardized Recipes & Production 1 Hr.
					HACCP Food Safety modules 11-20 1 Hr.			Safety Modules 11 - 20 1 Hr.
					Child Nutrition Updates 30 min.			Child Nutrition Updates 30 min.
					Admin. Review 1.5 Hr.			Admin. Review 1.5 Hr.
					Buy American Webinar			Buy American Webinar
								Total Hours 2018 - 2019

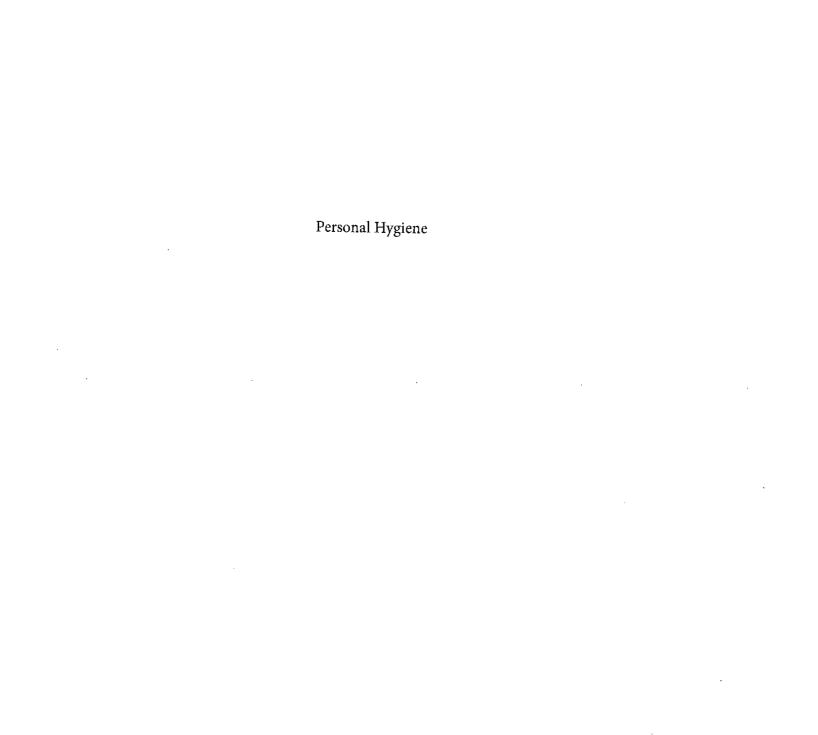
### Regina Caterers Policy on Food-Borne Illness

A food-borne illness outbreak is an incident in which two or more persons experience a similar illness after ingestion of a common food and epidemiologic analysis implicates the food as the source of the illness. (CDC)

Overall Policy: Regina Caterers shall promptly report any suspected outbreaks of food-borne illness to the NYC Department of Health and Mental Hygiene (DOHMH) and to the NYC Department for the Aging (DFTA).

Procedures for suspected food-borne illness and complaints:

- a. Regina Caterers shall follow all DOHMH instructions for food poisoning procedures when several clients complain about an upset stomach, diarrhea, or feeling ill within 3 to 36 hours after consuming a meal at the site or a Home Delivered Meal.
- b. Regina Caterers shall request a recorded time that symptoms in affected persons started and will attempt to get a food history of all meals and snacks eaten before and after persons ate the suspected meal/s.
- c. If possible, Regina Caterers shall save half-cup samples of all meal items on an appropriate plate, then cover and freeze the samples for later laboratory tests by DOHMH.
- d. Regina Caterers shall contact affected persons to determine if they are under medical supervision or receiving medical assistance. Regina Caterers shall continue to follow-up until the total incident has been resolved.
- e. Regina Caterers will never suggest symptoms or offer medical advice in any suspected outbreak/s of food-borne illness.
- f. The incident is documented in the program's incident file.



### PERSONAL HYGIENE

ersonal hygiene simply means keeping yourself, and your clothes as clean as possible. Proper personal hygiene is extremely important in preventing food borne illness since people are the main source of food contamination. Food workers should always practice the highest standards of personal hygiene to ensure that food is safe from biological, chemical, and physical hazards. Personal hygiene enhances the good public image that is so essential to a good food business. Highest standards of personal hygiene include proper hand washing, short and clean fingernails, notifying supervisor when ill, use of proper hair restraints, proper use of disposable gloves, refraining from wearing jewelry, avoid eating, drinking, smoking or otherwise engaging in any activity that may contaminate the foods.

Personal hygiene is a combination of several components described below:

### **Proper Work Attire**

Employees who prepare or serve food products, or wash and sanitize equipment and utensils must wear clean outer garments. It is recommended that aprons, chef jackets, or smocks are worn over street clothing. Whenever food workers leave the food area, they should remove their apron and store it properly. For example, when using the bathroom, on breaks, taking out trash, or delivering food.

Keep personal clothing and other personal items away from food handling and storage areas. Employers must provide adequate storage areas for employees' personal belongings.

### **Hair Restraints**

Food workers are required to wear hair restraints such as hair nets, caps, hats, scarves, or other form of hair restraints that are effective (facial hair included). This is necessary to prevent them from touching their hair as well as to prevent hair from falling into the food.

### **Wearing of Jewelry**

Wearing jewelry such as necklaces, bracelets, earrings, and other jewelry while working poses a physical hazard and as such should not be worn by food workers when preparing or serving food (a wedding band is an exception to this rule.)

### Importance of Clean Hands

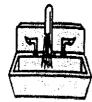
Clean hands are extremely important for the safety of food. Most people do not realize that as part of the normal flora, we carry a lot of different disease causing microorganisms on our hands. For instance, it is estimated that roughly 50–75 % of all healthy humans carry the *Staphylococcus* bacteria (mainly in the nasal passage which can easily be transferred to hands by simply touching or blowing the nose). About 60–70% of the healthy humans carry *Clostridium perfringens*, which can also be easily transmitted onto foods with hands.

In addition to the normal flora, there are also transient microorganisms found on our hands that we pick up through incidental contact by touching various objects. For instance, traveling to work from home, we may end up touching various contaminated surfaces, e.g., door handles, turnstiles, etc. This is the reason why hands must be washed often and thoroughly.

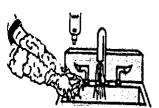
### **Hand washing**

Washing hands properly is the most effective way of removing microorganisms. Proper hand washing involves the use of both hot and cold running water, soap, and paper towels or a hot air dryer.

### The Steps of Proper Hand Washing



Use hot and cold running water



Wet hands and apply soap, lather generously up to the elbow



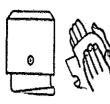
Use a brush on the nails.



Rub hands together for 20 seconds



Rinse hands thoroughly



Dry hands on disposable paper towels or a hot air dryer

### PROTECTION TRAINING MANUAL

Always ensure that hands are washed and dried thoroughly before starting work, between tasks, and before working with food products, equipment, utensils, and linen. Correct hand washing includes cleaning the backs of hands, palms, forearms, between fingers and under the fingernails using hot water, soap, and a fingernail brush.

Hand-washing sinks must be located within 25 feet of each food preparation, food service and ware-washing area, and in or adjacent to employee and patron bathrooms. Doors, equipment and other material cannot block hand-washing sinks.

### **Bare hand contact**

The New York City Health Code prohibits the handling of ready-to-eat foods with bare hands. Although proper hand washing reduces a significant number of microorganisms from hands, but never removes all of them. In addition to that, many people can also be carriers of disease causing microorganisms without

getting sick themselves. These individuals may not show the symptoms (asymptomatic) or they may have recovered from an illness, but they can easily pass these germs to others through contact with food or food areas. This is why it is important to prevent bare hand contact with ready-to-eat foods by means of sanitary gloves or other utensils such as tongs, spatula, deli paper (tissue), or other utensils.

### **Exclusion of sick Employees**

Any food employee who is sick with an illness that is transmissible through contact with food must be excluded from working in the food establishment until fully recovered. Some of these illnesses include:

- Amebiasis
- Cholera
- Cryptosporidiosis
- Diptheria
- E. Coli 0157:H7
- Giardiasis
- Hepatitis A
- Poliomyelitis
- Salmonellosis

- Shigellosis
- Streptococcal sore throat (including scarlet fever)
- Superficial staphylococcal infection
- Tuberculosis
- Typhoid
- Yersiniosis
- Infected cut or boil
- Any other communicable disease

It is the employee's responsibility to inform the supervisor in case of an illness, however; supervisors should be vigilant and observe any signs that may indicate that the employee may be sick. Train employees properly on the hazards of working while ill with a disease transmissible through contact with or through food.

### Cuts, Wounds, and Sores

All cuts and wounds that are not infected on the hands and arms must be completely covered by a waterproof bandage. Wear singleuse gloves or finger cots over any bandages on the hands and fingers.

### The Don't Habits

- 1) Don't smoke or use tobacco in any form while in the food preparation area.
- 2) Don't work when you have a fever, cough, cold, upset stomach or diarrhea.
  - 3) Don't store personal medication among food.
  - 4) Don't work if you have an infected, pus-filled wound.
- 5) Don't use a hand sanitizer as a substitute for hand washing. A hand sanitizer may be used in addition to proper hand washing.
  - 6) Don't spit about while preparing food.

### **Personal Hygiene Checklist**

At the beginning of each work day ask yourself the following questions:

- ✓ Did I shower or take a bath before coming to work?
- Am I sick with a fever, cold or diarrhea?
- ✓ Do I have any infected cuts or burns?
- Are my nails clean, trimmed and free from nail polish?
- ✓ Are my apron and clothing clean?
- ✔ Did I remove my jewelry?
- ✓ Am I wearing my hat, cap or hairnet?

QUICK REVIEW
1. As Per New York City Health Code, hands must be washed thoroughly at least 3 times every day.   TRUE   FALSE   Sick food workers who can transmit their illness the ready in the contract of the contract o
2. Sick food workers who can transmit their illness thorough contact with food should be prevented from working until they are well. ☐ TRUE ☐ FALSE
3. Hands must be washed thoroughly after:
4. The NYC Health Code requires hand wash sinks to be readily accessible at all and
5. The hand wash sinks must be provided with: and running water, and
6. The NYC Health Code requires that all food workers wear proper hair restraint. 🗀 TRUE 🗀 FALSE
7. A food worker with an infected cut on his/her hand:
8. During hand washing hands must be rubbed together for at least:
9. Clean aprons can be used for wiping hands. □ TRUE □ FALSE
10. Hand sanitizer can be used in place of hand washing during busy periods. ☐ TRUE ☐ FALSE



### PROPER USE OF GLOVES

### The use of gloves is never a replacement for good hand washing practices!

Before putting on gloves:

- Wash hands thoroughly.
- Dry hands using a disposable paper towel.
- Put gloves on when you are ready to handle ready-to-eat (RTE) foods.
- Use gloves for only one task, and then discard.
- If an interruption occurs during food preparation, remove gloves and discard.
- Use clean gloves when you resume food preparation, but remember to wash hands first.
- Gloves are prone to contamination and should be discarded when soiled or damaged.
- Fabric or re-usable gloves may not be used with ready-to-eat (RTE) food.

Using a thermometer/ thermometer calibration
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#### What is Ready-To- Eat Food?

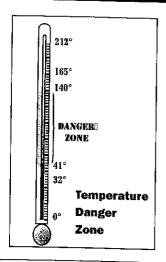
Any food product that does not need additional heat treatment or washing is called ready-to-eat food. Extra care must be taken to ensure the safety of these foods.

#### Where do we purchase foods?

All foods must be purchased from approved sources. These are manufacturers and suppliers who comply with all the rules and regulations that pertain to the production of their product, including having the necessary permits to operate. The use of foods prepared at home or in an unlicensed establishment is prohibited.

#### The Temperature Danger Zone?

Most microorganisms that cause foodborne illness typically grow best between temperatures of 41°F and 140°F. This is commonly referred to as the *temperature danger zone*. One of the basic and simplest ways to keep food safe is by keeping it out of the temperature danger zone.



## How do we store potentially hazardous foods?

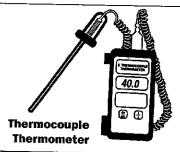
All foods must be kept free from adulteration, spoilage, filth or other contamination in order to be suitable for human consumption. Potentially hazardous foods are of particular concern because they provide the conditions suitable for the growth of microorganisms. These foods must be kept either hot or cold to prevent microorganisms from growing. Hot means 140°F or above and cold means 41°F or below. The temperature range between 41°F and 140°F is known as the temperature danger zone. It is within this range that microorganisms are comfortable and will grow rapidly. At 41°F and below, the temperature is cold enough to retard or slow down the growth of microorganisms, while above 140°F most of the microorganisms which cause foodborne ill-

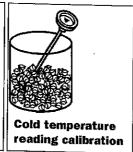
#### **Thermometers**

ness begin to die.

The only safe way to determine that potentially hazardous foods are kept out of the temperature danger zone is by the use of thermometers. There are several different types of thermometers. The bi-metallic stem is the most popular type. It is fairly inexpensive, easy to use, accurate to + or  $-2^{\circ}F$  and easy to re-calibrate.







Also, it is available within the range of 0° to 220°F making it ideal for measuring the required temperatures in a food establishment.

Another thermometer in use is the thermocouple which is very accurate but fairly expensive. Lastly, there is a thermometer called thermistor, which has a digital read out and is commonly called "digital thermometer."

These thermometers are used by inserting the probe into the thickest part or the geometric center of the food item being measured. The stem thermometer must remain in the food until the indicator stops moving before the reading is taken and must be recalibrated periodically to assure accuracy.

#### Calibration

Thermometers must be calibrated to ensure their accuracy. For thermocouple thermometers, follow the instructions provided by the manufacturer. For some thermistor thermometers, placing the thermometer

in 50/50 solution of ice and water or boiling water, and hitting the "reset" button will automatically calibrate the thermometer. Bi-metallic stem thermometers may be calibrated by two methods:

#### Boiling-Point Method Ice-Point method

#### **Boiling-Point Method**

- Bring water to a boil.
- Place the thermometer probe (stem) into the boiling water. Make sure that the thermometer probe does not touch the bottom or sides of the pan. Wait until the indicator stops moving, then record the temperature.
- If the temperature is 212°F, do nothing, the thermometer is accurate. (This is the temperature of boiling water at sea level.)
- ♦ If the temperature is not 212°F, rotate the hex-adjusting nut using a wrench or other tool until the indicator is at 212°F.



#### **Ice-Point Method**

- Fill a container with ice and water to make a 50/50 ice water slush.
- Stir the slush.
- Place the thermometer probe so that it is completely submerged in the ice-water slush, taking care not to touch the sides or the bottom. Wait until the indicator needle stops moving, then record the temperature.
- ♦ If the temperature is 32°F, do nothing, the thermometer is accurate. (A 50/50 ice water slush will always have a temperature of 32°F at sea-level.) If the tempearture is not 32°F, rotate the hexadjusting nut until the indicator needle is at 32°F.

#### How to use a Thermometer

The following describes the proper method of using thermometers:

- ♦ Sanitize the probe by the use of alcohol wipes. This is a fairly safe and common practice. Other methods such as immersion in water with a temperature of 170°F for 30 seconds or in a chemical sanitizing solution of 50 PPM for at least one minute, or swabbing with a chlorine sanitizing solution of 100 PPM are also acceptable.
- Measure the internal product temperature by inserting the probe into the thickest part or the center of the product. It is recommended that the temperature readings be taken at several points.
- ♦ Whenever using a bi-metallic thermometer, ensure that the entire sensing portion — from the tip of the probe to the indentation on the stem, is inserted in to the food product.
- Wait for roughly 15 seconds or until the reading is steady before recording it.
- Clean and sanitize the thermometer for later use.





#### TAKING TEMPERATURES

Use a bi-metallic stem thermometer, digital thermometer (thermistor) or thermocouple unit to monitor temperatures of potentially hazardous foods.

Clean and sanitize the thermometer probe with a single-use alcohol wipe or other approved sanitizer.

Insert the probe into the center, or thickest part of the food; between the folds of flexible packaged products, or between packages of food. Do not puncture the packaging!

- i. Bi-metallic stem thermometer must be inserted in the food up to the dimple in the stem.
- ii. For thermistor thermometers, 3/4 inch of the stem must be in the food.
- iii. Thermocouple registers temperature at the tip of the probe.

**Step 3.** Wait for the reading to register

- 15–20 seconds for bi-metallic stem thermometer and digital readout
- Few seconds for thermocouple

**Step 4.** Sanitize and store thermometers safely for future use

Receiving Deliveries

T he first opportunity one has to ensure that food is safe is at the

point of receiving. At this point care must be taken to ensure that all products come from approved sources and/or reliable and reputable suppliers. Incoming supplies must be received at a time when it is convenient to inspect them and place them into storage promptly. There are various qualities and conditions one should look for in different food items.

#### Beef

Incoming supplies of beef can be received either fresh or frozen. Fresh beef should be at 41°F or below while frozen beef should be at 0°F or below. Beef should be bright to dark red in color with no objectionable odor. To ensure that the supply is from an approved source, look for the United States Department of Agriculture inspection stamp. This can be found on the sides of the beef carcass or on the box when receiving portions of the carcass. This inspection is mandatory and the stamp indicates that the meat is sanitary, wholesome and fit for human consumption. Also found may be a grade stamp which attests to the quality of the meat and will certainly have an impact on its price. The inspection stamp is the more important of the two stamps.

#### Lamb

Lamb, like beef, may have an inspection stamp as well as a grade stamp. When fresh, it is light red in color and has no objectionable odor and the flesh is firm and clastic. Fresh lamb is received at 41°F and frozen at or below 0°F. (See stamps below)

#### Pork

Pork is also subject to USDA inspection. The flesh is light colored while the fat is white. A good way to check for spoilage is to insert a knife into the flesh all the way to the bone and check the blade for any off odors. (See stamps below)

#### Chicken and Poultry

Chicken and poultry are subject to USDA inspection which must be verified by the inspection stamp. (See stamps below) These must be received either fresh at 41°F and below or frozen at 0°F or less, as they are naturally contaminated with the micro-organism Salmonella which must be kept under control.

USDA Poultry Inspection Stamp



USDA Poultry Grade Stamp



## PROTECTION TRAINING MANUAL





#### Fresh fish

There is no inspection for fresh fish other than what can be done by sight and touch and one's sense of smell. This makes it more important to purchase supplies from reputable and reliable suppliers. Fresh fish must be received cold and on ice, 41°F or less, with no objectionable odor. The eyes must be clear and bulging, the gills bright red and the flesh firm and elastic. Fish that is spoiling will have a fishy odor; the eyes cloudy, red rimmed and sunken; the gills grey or greenish; the flesh will pit on pressure and can easily be pulled away from the bones; the scales are loose.



#### Smoked fish

Smoked fish provide ideal conditions for the growth of Clostridium botulinum spores if left at room temperature. Therefore, upon receipt, all smoked fish must be stored at 38°F or below.

It is important to adhere to the temperature requirements stated on the label.



#### **Shellfish**

Shellfish is the term used to describe clams, mussels, and oysters. These belong to the family of mollusks. They are filter feeders, that is, they absorb water from their environment, filter out whatever nutrients are there and then expel the water. Feeding in this manner causes them to absorb and accumulate harmful microorganisms from polluted waters. Since the whole shellfish is eaten either raw or partially cooked, it is critical to ensure that they are harvested from safe waters. It is important to buy shellfish from reputable suppliers who can provide the shipper's tags which identify the source of the shellfish. These tags supply the following information:

- The name of the product
- The name of the original shipper
- The address of the original shipper
- ♦ The interstate certificate number of the original shipper
- ♦ The location of the shellfish harvesting area.

When purchasing small amounts from a retailer, a tag must be provided. This is a split-lot tag which has all the information that is on the original tag.

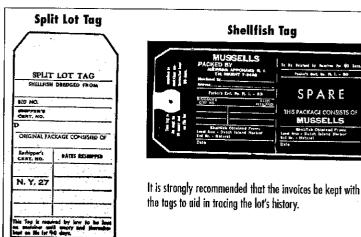
The shellfish tag is required to be kept together with the product, then whenever the product is used up, it must be kept for 90 days in order of delivery. The virus Hepatitis A is associated with shellfish.

Check if the shellfish is alive. An opened shell may be an indication of dead shellfish. Gently tap on the shell, if the shell closes then it is alive otherwise it's dead and should be discarded. Both alive as well as shucked shellfish (shellfish that has been removed from its shell) must only be accepted if delivered at a temperature of 41°F or below. Following conditions would automatically be grounds for rejection:

- Slimy, sticky or dry texture
- Strong fishy odor
- Broken shells

#### Other Shellfish

Lobsters, crabs and shrimps belong to the family of crustaceans. Fresh lobsters and crabs must be alive at the time of delivery. As with other seafood, a strong fishy odor is an indication of spoilage. The shell of the shrimp must be intact and firmly attached. All processed crustacean must be delivered at 41°F or below.



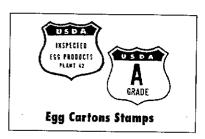


#### Eggs

Eggs produced outside of New York State are inspected by the U.S. Department of Agriculture while those produced within the State are inspected by the New York State Department of Agriculture and Markets. In either case, inspected eggs will be identified by a stamp on the carton. Eggs have long been

associated with the micro-organism Salmonella enteritidis. This bacterium has been found on the inside of the egg, so external washing does not make eggs safe.

Eggs should be bought from suppliers who deliver them in refrigerated trucks and upon receipt, these eggs must be kept refrigerated at an ambient temperature of 45°F until they are used.



#### **Pasteurized Eggs**

Pasteurization is a method of heating foods to destroy harmful microorganisms. Pasteurized eggs come in many forms: intact shell eggs, liquid eggs, frozen eggs, or in powdered form. Even though these have been pasteurized, they still require refrigeration to slow down growth of spoilage microorganisms to extend the shelf life. Only the powdered pasteurized eggs may be held at room temperature.



#### Milk and Milk Products

Only accept Grade A pasteurized milk and milk products. Harmful pathogens such as Listeria monocytogenes, *E.coli* 0157:H7 and *Salmonella spp.* are commonly associated with un-pasteurized milk.

The expiration date on pasteurized milk and milk products must not exceed nine calendar days from date of pasteurization, while ultra pasteurized milk and milk products must not exceed 45 days from date of ultra pasteurization.

Upon receipt, these products must be checked to ensure that they are well within the expiration period and that they are at 41°F or below. This temperature must be maintained until the product is used up.



#### Fresh Fruits and Vegetables

The acceptable condition of fruits and vegetables vary from one item to another. As a general rule of thumb, only accept those that do not show any signs of spoilage. Reject any produce that shows signs of decay, mold, mushiness, discoloration, wilting, and bad odors.

A recent study done by the center for Science in the Public Interest (CSPI) found that contaminated fruits and vegetables are causing more foodborne illness among Americans than raw chicken and eggs combined. Most fresh produce may become contaminated with *Salmonella* and *E.coli* 0157:H7 due to the use of manure fertilizer (more common in South and Central America, which is a major source of fresh produce to the United States).

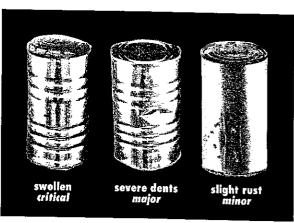
Fresh produce must be thoroughly washed prior to being served raw. This includes all kinds of fruits and vegetables including produce that has a hard rind that is typically not consumed, for example, watermelons, cantaloupes, honey dews and all varieties of melons, oranges, etc. Only potable running water should be used to thoroughly wash these produce, and the use of produce scrubbing brushes is strongly recommended.



#### **Canned Goods**

It is a simple task to inspect canned goods and remove from circulation those cans that can cause foodborne illness. The first step is to ensure that home canned foods are not used in a food service establishment. All canned foods must be commercially processed. A good can is free from rust and dents, properly sealed and labeled and slightly concave at both ends.

A can with a dent on any of the three seams (top, bottom or side) must be removed from circulation. The same requirement is true for severely rusted, severely dented, leaking and cans with swollen ends. Bad cans may be rejected at delivery or segregated and clearly labeled for return to the supplier.



## PROTECTION TRAINING MANUAL



#### Modified Atmosphere Packaged Foods

Various food items are packaged under special conditions to prolong their shelf life. These conditions include the following:

- Food is placed in a package and all the air is withdrawn: vacuum packaging.
- Food is placed in a package, all the air is withdrawn and gases are added to preserve the contents – modified atmosphere packaging.
- ▶ Food is placed in a package, all the air is withdrawn and the food

is cooked in the package: sous vide packaging.

Because of the absence of air, foods packaged in this manner provide ideal conditions for the growth of the *clostridium botulinum* micro-organism, unless they are refrigerated at temperatures recommended by the manufacturer.

These products must be provided by approved sources and care taken to preserve the packaging during handling and when taking the temperature.

Food establishments interested in making "modified atmosphere packaged foods" must first obtain permission from NYC DOHMH.

For more information, please see Page 54,



#### **Dry Foods**

Dry foods such as grains, peas, beans, flour and sugar are to be dry at the time of receiving. Moisture will cause growth of molds and the deterioration of these products. Broken and defective packages will indicate contamination; as will the evidence of rodent teeth marks.

Whenever these products are removed from their original containers, they must be stored in tightly covered, rodent-proof containers with proper labels.

#### Refrigerated and Frozen Processed Foods

For convenience as well as cutting down on costs, there has been a greater shift towards using prepared prepackaged refrigerated or frozen foods. These routinely include deli and luncheon meats, refrigerated or frozen entrees, etc. Care should be taken when receiving these products to ensure quality as well as safety. Following are some guidelines:

- Ensure that refrigerated foods are delivered at 41°F or below.
   (Except, as noted previously, smoked fish must be received at 38° F or lower.)
- Ensure that frozen foods are delivered at 0°F or lower.
- All packaging must be intact.
- Any frozen food packaging that shows signs of thawing and refreezing should be rejected. Signs include liquid or frozen liquids on the outside packaging, formation of ice crystals on the packaging or on the product, and water stains.

QUICK RE	EVIEW
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- The term "potentially hazardous food" refers to foods which do not support rapid growth of microorganisms. □ TRUE □ FALSE
- 2. Home canned food products are allowed in commercial food establishments. ☐ TRUE ☐ FALSE
- 3. The Temperature Danger Zone is between 41°F and 140°F.

  ☐ TRUE ☐ FALSE
- 4. Within the Temperature Danger Zone, most harmful microorganisms reproduce rapidly. ☐ TRUE ☐ FALSE
- Shellfish tags must be filed in order of delivery date and kept for a period of \_\_\_\_\_ days.
- 6. Fresh shell eggs must be refrigerated at an ambient temperature of: \_\_\_\_\_\_°F.
- 7. Foods in Modified Atmosphere Packages provide ideal conditions for the growth of: \_\_\_\_\_
- 8. The recommended range of bi-metallic stem thermometer is:9. Meat inspected by the U.S. Dept. of Agriculture must have a/an:
- stamp,
- 10. Chicken and other poultry are most likely to be contaminated with:
- 11. Smoked fish provide ideal conditions for the growth of Botulinum spores.

  Therefore, this product must be stored at: \_\_\_\_\_\_°F
- 12. Safe temperatures for holding potentially hazardous foods are: \_\_\_\_\_°F or below and \_\_\_\_\_°F or above
- 13. What are the four types of defective canned products that must be removed from circulation?
- 14. Which of the following is an indication that fish is not fresh?:
  ☐ clear eyes ☐ fishy odor ☐ firm flesh



#### RECEIVING

## Receiving Potentially Hazardous Foods (PHF):

- Inspect the delivery truck for proper temperatures, cleanliness and hygienic practices.
- Make sure by that all PHFs are delivered at proper temperatures: 41° F for cold food (except smoked fish at 38° F and raw shell eggs at 45° F); 0° F or below for frozen foods; 140° F or higher for hot food.
- Make sure all frozen foods are frozen solid at 0° F or below.
- When receiving shellfish, ensure that proper tags are provided.

## Receiving dry foods, produce and packaged foods:

- Ensure that all packages are intact and free of damage.
- Check for rodent gnawing and/or presence of insects or insect eggs.
- Ensure that products are delivered long before their "Sell by" or "Use by" date.
- Look out for any dented, leaking, rusted or swollen cans.
- Ensure that fruits and vegetables are not bruised, wilted or spoiled.

## Food Preparation

#### FOOD PREPARATION

This is another step during which care is needed to maintain food safety. Preparation refers to the actions that are necessary before a food item can be cooked, or in the case of a food that is served raw, actions that are necessary before it can be served.

#### **Thawing**

Thawing is also referred to as defrosting. The Health Code requires that whole frozen poultry must be thawed before being cooked, however, a single portion may be cooked from a frozen state.

Other potentially hazardous products should be treated in the same way: individual portions may be cooked from a frozen state, while all others should be thawed before cooking. It is important to use methods that will allow the entire mass to thaw evenly. Any method that only allows the outside surface to thaw while the inner portion remains frozen is unacceptable, since the outside surface will be in the danger zone for a prolonged period of time.

The New York City Health Code allows the following acceptable thawing methods:

1) Frozen foods can be removed from the freezer and stored in a refrigerator a day or two before they are needed. In this way the frozen item will defrost but will not go above 41°F.

- 2) Frozen foods may be submerged under water with the cold water faucet open and the water running continuously so that any loose particles may float and run off.
- 3) Frozen foods may be thawed in a microwave oven but this may only be done if:
- After thawing, the food item is removed immediately for cooking in the regular oven or stove.
- The entire cooking process takes place without interruption in the microwave oven.

#### Cutting, Chopping, Mixing, Mincing, Breading

Any necessary process that will place a food item within the tem-

perature danger zone must be controlled. Preparing or processing the item in batches will minimize the amount of time that item is out of refrigerated storage and the opportunity for microorganisms to grow.

After preparation, if the food is not cooked immediately, it must again be refrigerated until it is ready for cooking. Care must be taken to ensure that potentially hazardous foods are never left out in the temperature danger zone except for very short periods during preparation.

#### Cross contamination

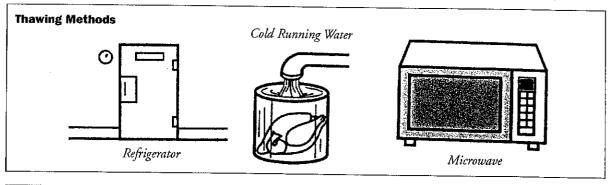
This is a term typically used for any situation where harmful microorganisms transfer from a raw or contaminated food to a cooked or ready-to-eat food. All raw products, particularly meat, fish and eggs, have harmful microorganisms. Therefore, it is important to keep them separate from cooked or ready-to-eat foods. Cross-contamination can happen in many ways, the following are but a few:

#### NEW

#### DEDICATED FOOD-WASHING SINKS

Cross-contamination happens when bacteria from one food spread to another. This is a common cause of foodborne illnesses. One way to prevent this is to keep cooked and ready-to-eat foods away from potentially hazardous raw foods, such as meat, poultry and fish. To reduce the risk of cross-contamination, the Health Code now requires washing food in:

- 1. A single-compartment culinary sink used for this purpose only.
- 2. A dedicated compartment of a multi compartment sink.
- 3. A food grade container or colander (if neither of the above is available)
- Food-washing sinks must be cleaned and sanitized prior to use and after the washing of raw meat.
- A sink in which food is washed may not be used as a slop or utility sink or for hand-washing.





#### PROTECTION TRAINING MANUAL

- Preparing raw chicken for cooking and then preparing a fresh salad without washing hands thoroughly.
- Preparing raw chicken and then cutting the cooked chicken on the same cutting board.
- Storing a raw product above a cooked product in such a manner that the juices of the product above fall on the product below.

In all three examples, as in most cases in which cross contamination is the cause of a foodborne illness, human errors play a major role. Therefore, food workers have to be vigilant to prevent these situations from occurring.

#### **Bare hand contact**

Ready-to-eat foods served by infected food workers have proven to be a serious public health problem and as such, regulations were put in place to prohibit bare hand contact with foods that will not be later cooked or reheated before serving.

## What kind of foods may not be prepared with bare hands?

Ready-to-eat foods such as salads and sandwiches; foods that will not later be cooked to a temperature required by the Health Code; and food that is not later reheated to 165°F before serving.

## What are acceptable practices to prepare ready-to-eat foods?

The use of utensils, tongs, deli paper or sanitary gloves are acceptable for preparing ready-to-eat foods. May ready-to-eat foods be touched with bare hands if the hands are washed, or a germicidal soap or hand sanitizer is used?

No. Although hand washing is effective in reducing contamination, not all of the contamination can be removed from the hands. Germicidal soaps and hand sanitizer are not effective in food industry because of the high levels of fat molecules on worker's hands. These molecules allow microbes to survive.

# What happens if gloves, deli paper or other utensils are not available to prepare ready-to-eat foods?

If appropriate utensils are not available, ready-to-eat foods may not be prepared until bare hand contact with food can be prevented. If bare hand contact with ready-to-eat foods is observed by health department inspectors, a violation will be recorded on the inspection report and enforcement action will

be taken. Any ready-to-eat food that has been prepared with bare hands is considered to be contaminated and should be discarded.

## How often should disposable gloves be changed?

Disposable gloves must be changed when they become contaminated, torn or when the food service worker leaves the food preparation area. They should also be changed frequently to minimize build-up of perspiration and bacteria inside the gloves.

#### May I use the same pair of disposable gloves to prepare raw meat or poultry and then prepare readyto-eat food?

No. This is an example of crosscontamination. Disposable gloves worn during preparation of raw foods, such as uncooked meat and poultry, must not be used to prepare ready-to-eat food.

# How can ready-to-eat foods be prepared during grilling and slicing operations?

A glove can be worn on the hand that is used to prepare ready-to-eat ingredients, leaving the other hand uncovered for placing raw ingredients on the grill. Wear tight fitting gloves when operating a slicing machine or chopping or cutting food. It is safer to use tight fitting gloves.

#### COOKING, HOT HOLDING, COOLING, REHEATING

Cooking is a critical step in the food preparation process. It is at this stage that we have the opportunity to destroy microorganisms or germs that are on raw foods.

Cooking food to an internal temperature that will destroy the microorganisms normally found on it will ensure the safety of that food. The required internal temperature must be reached without any interruption of the cooking process. It is important to use a sanitized, properly calibrated thermometer to verify that the required minimum cooking temperature is reached.

#### Whole Meat Roasts

Roast beef, beef steaks, corned beef, lamb roasts, pork and cured pork roasts are to be cooked to the folowing minimum temperatures for the corresponding times, unless otherwise requested by the customer: Temperature Time

130 ° F 112 minutes

131 ° F 89 minutes

133 ° F 56 minutes

135 ° F 36 minutes

136 ° F 28 minutes

138 ° F 18 minutes

140 ° F 12 minutes 142 ° F 8 minutes 145 ° F 4 minutes



#### **Cooking Temperatures for Various Foods**

		Take special processrions with a sale in the			
Poultry, stuffed meats, and stuffing containing meats	<b>165</b> °F (for 15 seconds)	Take special precautions with poultry, since there are more types and higher counts of microorganisms present. Always cook stuffing separately from the poultry, because stuffing acts as insulation.			
Ground meats, and foods containing ground meats	<b>158 °F</b> (for 15 seconds)	Most meats are likely to be contaminated with harmful microorganisms on the surface. When meat is ground, the surface microorganisms are mixed throughout the product.			
Pork and foods containing pork (for 15 seconds)		This is the temperature needed to destroy the <i>trichinella spp</i> . as well as other microorganisms such as <i>toxoplasma gondii</i> .			
Shell eggs and foods containing shell eggs	<b>145</b> ° <b>F</b> (for 15 seconds)	Exception: Eggs may be prepared at a lower temperature when requested by customer. Pooling of eggs is not permitted. Only use pasteurized eggs for recipes that call for no cooking or limited cooking. (e.g. Caesar Salad dressing, eggnog, hollandaise sauce, etc.)			
All other meats and fish	<b>140</b> °F (for 15 seconds)	This includes lobsters, shrimps, clams, oysters, mussels, lamb, goat, etc.			

#### NEW

#### **OUTDOOR COOKING REQUIREMENTS**

Cooking outdoors is now allowed provided the establishment protects food and equipment. To cook outdoors, the establishment must:

- 1. Have permission to cook outdoors from the Buildings and Fire Departments and any other agency as required by law.
- 2. Maintain complete control of the outdoor cooking space.
- 3. Provide a hand wash sink if food is prepared outdoors.
- 4. Protect food, utensils and cooking equipment from contamination using awnings, tents, screens or vermin-resistant containers.
- 5. Store food, utensils and equipment indoors when the outdoor area is not in operation.
- 6. Prevent nuisances, such as from smoke, garbage, noise or pests.
- 7. Construct the floor using smooth, durable, non-absorbent and leasily cleanable material that is free of gaps.
- 8. Have sufficient lighting to allow safe operations and cleaning.
  The Health Code requires 540 Lux (50 foot candles) of lighting at surfaces where food workers are preparing and processing food or using utensils or equipment such as knives, slicers, grinders or saws.

Note: Cooking is not allowed on a street or sidewalk, except during street fairs or other events where City permission has been granted.



### **Consumer Advisory**

Effective January 1st, 2016, A written consumer advisory must be provided to patrons for any meat, fish, molluscan shellfish, or unpasteurized raw shell eggs served raw or partially cooked. The following statement - "CONSUMING RAW ON UNDERCOKED MEATS, POULTRY, SEATOON, SHELLFISH, OR EGGS MAY INCREASE YOUR NISK OF FOODBORNE ILLNESS", must appear on menus, menu boards, brochures, signage, food labels, table tents, or placards. with either:

- (a) A description or identification of the specific foods being served raw or undercooked, such as, " oysters on the half shell (raw oysters)," or " raw-egg Caesar salad dressing," as applicable; or
- (b) Noted by an asterisk or other mark next to the listed food item on a menu or menu board with a footnote that references the consumer advisory stated above. Limitations on service: Raw or undercooked meat, eggs, fish or molluscan shellfish cannot be served in facilities that serve higher risk populations senior centers, charitable feeding programs, custodial care facilities, hospitals and health care facilities, adult day care and assisted living programs, child care, children's camps, pre-school programs, and elementary and secondary schools.

#### Cooking in a Microwave Oven

Microwave cooking allows for a faster cooking process, however the cooking is uneven and can lead to "cold spots" where bacteria can easily multiply to a dangerous level. It is important to follow the guidelines below to ensure proper cooking:

- Arrange food items evenly and cover the dish with a lid or plastic wrap; the moist heat will help destroy harmful bacteria and ensure uniform cooking.
- When cooking large cuts of meats, adjust the settings to medium power, and cook for longer periods of time to ensure proper cooking.
- Stir or rotate food halfway through the process to eliminate cold spots where harmful bacteria can survive, and for more even cooking.
- Foods may be partially cooked in the microwave oven and then transferred to conventional oven for completion, however this transfer must be done immediately.
- Let food stand for at least two minutes after microwaving to

- allow even distribution of heat throughout the product.
- ♦ Use a food thermometer to verify that the proper temperature is reached. Due to uneven cooking process in the microwave ovens, add 25°F to the final cooking temperature to ensure thorough cooking.

#### **Hot Holding**

Once food is cooked, if not served immediately, it must be held at the proper temperature.

Potentially hazardous food (PHF) that have just finished the cooking process or that have just been reheated must either be served immediately or held hot for future service. These foods must be held constantly at 140°F or higher. Failure to hold such foods at the adequate temperature will result in the growth of bacteria. This common error results in many cases of food borne illness each year.

A hot holding unit must be used to hot hold potentially hazardous foods properly. This unit must hold foods at 140°F or higher. Care and constant monitoring are required to

ensure that foods do not fall below 140°F. These foods should never be stored at room temperature.

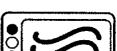
Place only hot foods (140°F) in a hot holding unit, never cold or warm foods. The unit must first be pre-heated. The water in the reservoir should be approximately 180°F before use. Hot holding units should not be used to re-heat cold foods unless they are designed for this purpose.

Constant monitoring of these foods is required to ensure that they remain at 140°F. Assign an employee to check food temperatures frequently and have these temperatures recorded.

An adequate number of properly functioning hot holding units are needed to store all potentially hazardous foods adequately. Foods placed in an overcrowded or overstocked steam table will not receive sufficient heat and will drop into the temperature danger zone. All foods must be placed directly in or near enough to the heat source to provide adequate heating. Food trays should not be stacked on top of each other (double-stacked) as this results in insufficient heating of the upper trays and possible contamination of the lower tray.

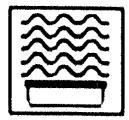
## NEW PLASTIC MICROWAVABLE CONTAINERS ALLOWED

Microwave-safe containers prevent harmful substances from leaching into foods. To protect diners, food establishments must use containers that display the words "microwave safe" or one of these symbols:



Microwave





#### Always:

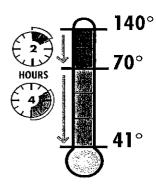
- Place hot foods ONLY (140°F or higher) on a hot holding unit.
- Place foods on the steam table after the water has been heated to approximately 180°F.
- Check the temperature frequently and enter the results on the log sheet.
- Keep food covered as this will help retain heat and moisture and also protect the food from contamination.
- Store food in the tray wells of the unit. Food in double stacked or over-filled trays will not receive sufficient heat.
- Food in deep containers should be stirred occasionally to distribute heat evenly.

#### Never:

- Never mix freshly prepared food with foods that have been reheated.
- Never reheat food in the hot holding unit, unless the unit is designed for such purpose.
- Never place any food in a hot holding unit that has not been pre-heated.

#### Cooling

Cooked potentially hazardous food items that are held for later



service must be cooled rapidly and stored in a refrigerator until ready for use. When foods are allowed to cool over a long a period of time, bacteria grow to sufficient numbers that may cause food-borne illnesses.

The NYC Health Code requires that all potentially hazardous foods prepared for later service be cooled down rapidly. This means that within the first two hours of cooling, the foods must be cooled from 140°F to 70°F and then go from 70°F to 41°F within an additional four hours or less. This rapid cooling requirement limits the length of time that potentially hazardous food spends in the temperature danger zone thus limiting the opportunity for growth of harmful bacteria.

Food in large, deep containers and large thick pieces of meat are difficult to cool down quickly. Great care must be taken during the cooling of soups, sauces, gravies, stews, rice, chili, whole turkey, turkey breast and whole roast beef. The temperature of cooling foods must be monitored and documented with a food product thermometer. Take the temperature of the cooling food each hour to ensure that it is cooling within the required time. Start these measurements at 140°F.

Potentially hazardous foods that have been allowed to cool over an extended period of time-more than 2 hours when cooling from 140°F to 70°F, and more than 4 hours when cooling from 70°F to 41°F or below,

## are considered contaminated and must be discarded.

It is a fact that smaller portions of food cool down faster than larger portions. Hence, to encourage faster cooling, roasts and other large cuts of meat should be cut into portions no larger than 6 pounds. Thick foods like chili and refried beans should be poured out into shallow pans 4 inches deep. In both these cases, there is more surface area thus heat escapes faster. Cooling must take place in the refrigerator or in an ice bath. Never cool foods down by simply leaving them out at room temperature.

Foods do not cool at a constant rate. Hot food tends to cool relatively quickly while still very hot; the rate of cooling then slows greatly as the food temperature gets closer to the temperature of the refrigerator. The "cooling tracking sheet" is a good guide to show if foods are cooling properly. The food temperature must drop from 140°F to 90°F or lower by the end of first hour. If this doesn't happen, it clearly means that the rate of cooling is too slow and foods will never reach 70°F within 2 hours.

Many food workers underestimate the amount of time it takes for foods to cool down. Under typical restaurant kitchen refrigeration, a one-gallon container of cooked ground meat may take up to 15 hours to cool down. For this reason, it is essential to monitor food temperatures during the cooling process.

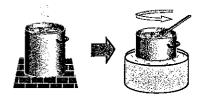
#### **Cooling Tracking Sheet** Hour Temperature Start 140° Recommended 1 90° 2 70° 3 4 5 6 41°

#### **Established Methods to Assist Rapid Cooling:**

Always leave food uncovered during cooling; this will hasten the cooling process, replace the cover or lid only after the food has cooled down to 41°F.



Foods must be cooled in a refrigerator or in an ice bath. They should never be allowed to cool while stored at room temperature, for example, being left out on top of a counter.



♦ Cut large pieces of meat into smaller pieces, 6 pounds or less. Such small portions will cool rapidly. Larger pieces take longer to cool.

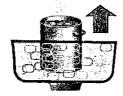


Do not cool foods in large deep pots. Pour out the contents of large containers into much smaller ones or into shallow pans 4 inches deep with the product depth of 1 to 2 inches.

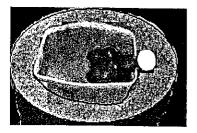


Use an ice water bath. An ice water bath can be made up by filling a sink or other large container with ice and water. Place the container of hot food into the ice water bath. While foods are cooling in this ice bath, stir the food periodically. Do not forget to replace the ice as it melts away.





- You may apply ice directly into food as an ingredient. Thick soups and gravies may be cooled down rapidly by adding ice directly into the food.
- Use a Rapid Chill unit or a Blast
- Insert an ice paddle into food and stir.



- You may combine methods above, e.g., cut foods into small pieces and place in shallow pans in an ice-water bath.
- Metal containers such a stainless steel or aluminum are great conductors of heat. Use metal containers for all cooling operations.

#### Reheating

The Health Code requires that potentially hazardous food that is cooked, cooled and reheated for hot holding must be reheated to 165°F or above for 15 seconds within two hours and held at 140°F or above until served. This procedure destroys the bacteria that cause food poisoning and prevents them from growing in the food.

Potentially hazardous foods reheated in a microwave oven must be covered and reheated to a temperature of at least 190°F and allowed to stand covered for two minutes afterwards. Microwave ovens cook unevenly and standing allows the temperature to be equally distributed throughout the food.

Ready-to-eat food taken from a commercially processed, hermetically sealed container or from an intact package from a food processing plant that is subject to City, State or Federal inspection, needs to be heated to 140°F within two hours from removal from container or package and held at that temperature until served.

Cooked and refrigerated food that is prepared for immediate

## PROTECTION TRAINING MANUAL

service to an individual customer may be served at any temperature that customer requests.

Foods should be prepared as close to the serving time as possible and in quantities that will minimize leftovers, thus eliminating any need for cooling and reheating.

#### Time as a Public Health Control

A Health Code change allows food establishments to hold potentially hazardous foods without temperature control if certain time limits and other guidelines are met. Using time only to monitor food, instead of time and temperature, is called Time as a Public Health Control, Using time as a public health control is a concept that recognizes that significant bacteria growth or toxin production are not possible within a limited time period. The Health Code allows food service establishments to use Time as a Public Health Control to hold hot or cold foods for a limited time without the use of heat or refrigeration. This cannot be done haphazardly.

Food establishments can now hold potentially hazardous foods without temperature control for four to six hours if they meet certain time limits and other guidelines. Before this Health Code change, potentially hazardous hot foods had to be maintained at a minimum hot temperature, and cold foods at a maximum cold temperature, at all times. To use Time as a Public Health Control, take the food from temperature control and:

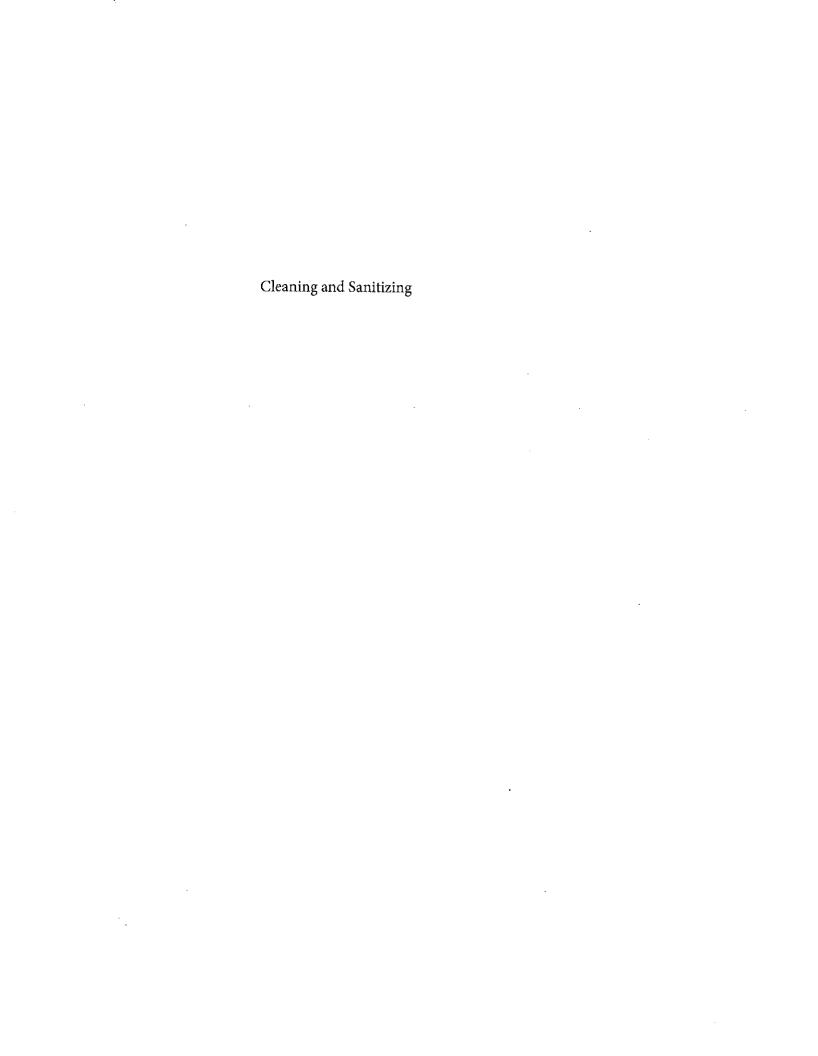
Measure the food's temperature. Cold food must be 41° or colder and hot food 140° or hotter when removed from temperature control. Place a label on the food and write the time the food was removed from temperature control, the

food's starting temperature and the time it will be four hours later. For cold food, write down the time it will be six hours later. Serve hot food within four hours or discard it.

For cold food, take the food's temperature after four hours and write that temperature on the label. If the temperature is more than 70° at four hours, immediately discard the food. If the temperature is less than 70°, you can hold the food for an additional two hours. You must throw away any food not served within six hours.

For more information on these items, see Page 81 or visit nyc.gov/health/foodservice.

QUI	CK REVIEW
1.	Previously cooked and refrigerated foods that will be served from a hot holding unit must be rapidly reheated to
	165°F using:
2.	When bacteria from a raw food get into a cooked or ready-to-eat food, this is called:
3.	The correct cooking temperature for poultry, stuffed meat and stuffing is:
4,	Thick foods cool faster!
5.	It is a good practice to thaw frozen foods by leaving them out on the kitchen counter overnight. $\Box$ TRUE $\Box$ FALSE $\odot$
<sub>⊥</sub> 6.	Hot foods placed in a refrigerator for cooling must never be covered. ☐ TRUE ☐ FALSE
7.	To prevent illness, pork must be cooked to an internal temperature of: °F
8.	Placing food on the counter overnight can be used as an effective rapid cooling technique: • 🗆 TRUE 🗀 FALSE
9.	The Health Code requires that frozen foods be properly thawed before being cooked. The exception to this rule
	<b>g</b>
10.	Ground meat and foods containing ground meat must be cooked to an internal temperature of:
11.	Clean bare hands may be used when working with ready to eat foods: ☐ TRUE ☐ FALSE
12.	When using disposable gloves, they must be changed often to prevent contamination of food: □ TRUE ☐ FALSE
13.	Hot holding units can be used for reheating foods as long as the temperature reaches 165°F within two hours:
	□ TRUE □ FALSE





#### CLEANING AND SANITIZING

he Center for Disease Control equipment (utensils, meat slicers, cutting boards etc.) as a leading cause of food borne disease outbreaks. Cleaning and sanitizing are often confused as one and the same, however; these are two separate and distinct processes. Cleaning is the process of removing visible contamination - soil, grease, food particles, dirt, etc., from any equipment or utensil. Sanitizing on the other hand, reduces harmful microorganisms to an acceptable level, which in turn reduces the possibility of disease transmission.

It is extremely important that all food contact surfaces are clean and sanitary. Any part of utensil or equipment that comes in contact with food is called food contact surface. These may also include surfaces from which food may drip, drain, or splash back on to other food contact surfaces or food. For example, when using microwave ovens, the food particles stuck on the sides or top of the interior of microwave oven may splash or drip back on to the foods being reheated or cooked in the microwave oven.

It is important to note that although most people are familiar with the concept of sanitizing, the proper procedures are often overlooked or misunderstood, especially when it comes to the chemistry and exactness of the process. There are two acceptable methods of sanitizing—hot water sanitizing and chemical sanitizing.

#### Hot water sanitizing

This method of sanitizing involves the use of hot water and a

Chemical Solution	Method	Temperature	Time	Chemical Strength (Concentration)	
Chlorine (household bleach With 5,25% Sodium Hypochlorite)	Soaking / immersion	75–140° F	1 minute	50 PPM	
Chlorine (household bleach With 5.25% Sodium Hypochlorite)	Swabbing— wiping spraying, pouring	75–140° f	n/a	100 PPM	
lodine	Soaking / immersion	75°+* *High temperature not recommended	1 minute	12.5 PPM	
Quaternary Ammonium Compounds	Soaking / immersion	*		* specified by the manufacture See label for instructions.	

three compartment sink. Items to be sanitized are soaked in hot water at a temperature of 170°F for at least 30 seconds. Generally, the third compartment sink is filled with hot water and heated by as a gas burner or electrical coils; water is heated to 170°F and then maintained at that level. A long handled mesh basket is needed to soak utensils. A thermometer must be used to determine temperature readings.

#### Chemical sanitizing

This method requires even more precise knowledge and greater controls than the hot water sanitizing method since the effectiveness of the sanitizer is dependant upon exact amounts of chemicals used. When using commercially prepared sanitizers, simply follow the manufacturer's instructions. The most common way of making a sanitizing solution is by using regular household bleach (5.25% Sodium Hypochlorite). In this respect, ensure that the bleach is not *ultra bleach* or *extra strength bleach*. It is also worth

noting that only pure bleach should be used without any additional additives, and it should never be mixed with detergent which will reduce the strength of the sanitizing solutions.

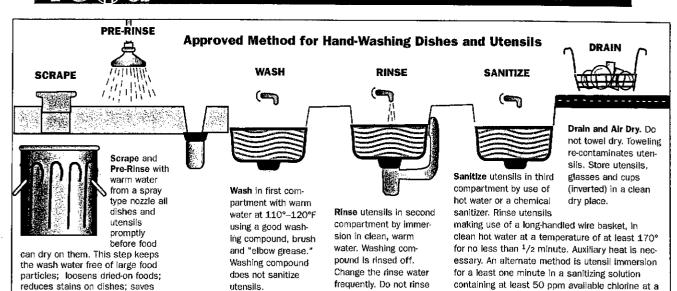
'The following table explains how to make various sanitizing solutions using household bleach (5.25% Sodium Hypochlorite).

Chlorine Strength (Concentration)	Amount of Bleach	Amount of water		
50 PPM	1/2 Oz.	1 gallon		
100 PPM	1 Oz.			
200 PPM	2 Oz.	1 gallon 1 gallon		

The table above provides a guide to using sanitizing solutions for manual sanitizing with different chemicals.

#### Wiping Cloths

Sufficient number of wiping cloths for cleaning and sanitizing must be available in every work area. Due to the fact that bacteria



grow and multiply in moist environments, moist wiping cloths must be stored in a bucket of sanitizing solution when they are not in use. The strength of this solution must be at least 50 PPM. The sanitizing solution must be changed frequently since food debris uses up the sanitizer quickly.

## Ware Washing Manual Facilities

detergent.

For manual washing and sanitizing of utensils, a stainless steel sink with no fewer than three compartments should be provided. A two compartment sink may be used for the washing and sanitizing of bar glasses. In these cases an electrical brush device should be used in conjunction with a combination detergent-sanitizer in the sink compartment used for washing utensils. The sink compartments must be large enough to accommodate the largest piece of equipment or utensil to be cleaned and each compartment should be supplied with adequate hot and cold potable running water.

In the case of equipment too large to be sanitized by immersion, the swabbing of such equipment with a solution of at least twice the concentration required for the sanitizing solution when used for immersion is also acceptable.

dishes in dirty water.

#### Mechanical Facilities

A commercial dishwashing machine approved by NSF under Standard #3 should be provided. The installation and required appurtenances should be in conformance with NSF Standard #34, the NSF Manual on Sanitation Aspects of installation of Food Service Equipment, and applicable code requirements.

Among the specific requirements for installation of machines that use chemicals to achieve sanitization are the following:

- ♦ The chemical sanitizing feeder should be approved for use with the specific make and model of the machine in question.
- ♦ A visual flow indicator is suggested to facilitate monitoring of the operation of the sanitizing agent feeder. Other indicating devices such as audible alarms may also be used. The flow indicating devices should be installed so as to be easily viewed by the operator.

#### General

Adequate facilities should be provided for pre-flushing or pre-scraping equipment and utensils.

A floor drain is recommended in the immediate vicinity of the washing area and any area where wet pots, utensils and equipment are air drying.

temperature of at least 75°F.

#### **Drying Facilities**

Adequate facilities must be provided to air-dry washed utensils and equipment.

Adequately sized drain boards, or easily moveable dish tables, fabricated in conformance with NSF standards and separate for soiled and cleaned utensils should be provided.

The drain boards and dish tables should be pitched a minimum of 1/8 inch per foot and drainage directed into a sink so as to prevent contamination of other areas of the dish table or drain board. Drain boards may generally be at least 36 inches to 48 inches long and 30 inches wide.

## Principles of Food Preparation and Service

During food preparation, improper techniques may contaminate the product with disease-causing organisms. It is for this purpose that sanitary procedures must be observed. Listed below are some principles which should be followed.

- Food that is to be served cold should be kept cold (41°F or less) through all stages of storage, processing, and serving. Thawing of frozen foods should be accomplished in such a manner as to keep the surface and internal temperatures of the product 41°F or less at all times. If frozen food is to be thawed in water, then cold running water is to be used.
- Foods to be served hot are to be kept so that the internal and surface temperatures do not fall below 140°F. Care must be taken in the cooling of hot foods so they do not become contaminated by dust, contact with work clothes, human contact, etc. Cooling should be accomplished as quickly as possible by the use of an ice water bath, fans, refrigeration, etc. To determine the temperature of foods, a food thermometer is to be used.
- Partially processed and leftover foods are to be refrigerated at 41°F or below. Just prior to placing the food on the hot-holding unit they are to be removed from the refrigerator and heated rapidly so that the internal temperatures reach 165°F within two hours.
- ♦ The holding of perishable foods between the temperatures of 140°F and 41°F is to be kept at a minimum.
- Contact of ready-to-eat foods with bare hands is prohibited. Utensils must be used.
- Do not place packing cases and cans on food work surfaces.
- When it is necessary to taste foods during processing, a clean sanitized utensil should be used.
- ▶ Foods are to be cooked and processed as close to the time of service as possible.

Menu planning should prevent excessive leftovers, and leftovers are not to be pooled with fresh foods during storage.

#### **Transportation of Foods**

In some food operations, it is necessary to transport food from a central kitchen (commissary) to a location where it is finally served. The food transported can be in a ready-to-eat state or a pre-cooked stage, which is finally processed at the place of service. The following practices should be observed to see that contamination is not introduced, or possible previous bacterial contamination not afforded means for extensive multiplication during this period.

- Transporting containers and vehicles should be clean and of sanitary design to facilitate cleaning.
- ♦ Transporting containers and vehicles should have acceptable refrigerating and/or heating facilities for maintaining food at cold (41°F or below) or hot (above 140°F) temperatures while in transit.
- Food stored in transporting containers and vehicles should be protected from contamination.
- A minimum amount of time is to be taken for the loading and unloading of foods from transporting vehicles so foods will not be exposed to adverse temperatures and conditions.

#### Food Processing Techniques for Specific Types of Service

Displayed Food (Buffet, Smorgasbord, etc.)

Hot foods are to be kept at or above 140°F on the display table by use of chafing dishes, steamtables or other suitable methods.

- Cold foods are to be held at temperatures of 41°F or less before being displayed and must be maintained at 41°F or less while being held for service.
- All foods displayed are subject to contamination and as such must be discarded at the conclusion of the buffet service.

#### Protein Type Salads (Tuna, Ham, Shrimp, Egg, Chicken, Lobster, etc.)

These salads are always served cold and, therefore, all salad ingredients except the seasoning and spices are to be chilled to 41°F or less before use. Celery, which is almost always a component of these salads, should be treated so as to minimize its bacterial content by immersing the chopped celery in boiling water for 30 seconds, using a hand strainer or colander, thenchilling immediately either by holding under running cold tap water or by immersing in ice water.

Before the mixing operation, the previously washed can opener and tops of cans and jars holding salad ingredients should be wiped with a clean cloth. The salad ingredients should be prepared in, and mixed with clean, sanitized equipment (sanitary type masher, sanitary mixing bowl, stainless steel long-handled spoon or fork, mechanical tumbler-type mixer, etc.). The mixing operation is to be completed as quickly as possible and the finished salad immediately served or refrigerated.

## Additional Instructions for Specific Salads

▶ Shrimp and Lobster Salad— Immerse shrimp or lobster meat in boiling water for 30 seconds and then chill to 41°F or less before preparing the salad. Fast chilling can be accomplished by



placing the meat in shallow pans in the freezer or refrigerator or on top of cracked ice.

- ▶ Egg Salad—After removing shells, use a hand strainer or colander to immerse hard-boiled eggs in boiling water for 30 seconds and then chill to 41F or less before preparing the salad. Chill the eggs by refrigerating or by placing them under cold running water.
- After removal from bones, immerse chicken or turkey meat in boiling water or boiling stock for 30 seconds and then chill to 41°F before preparing the salad. Fast chilling can be accomplished by placing the meat in shallow pans in the freezer, refrigerator or on cracked ice.
- ♦ Ham Salad—Immerse diced ham in boiling water or boiling stock for 30 seconds and then chill to 41°F or less before preparing the salad. Fast chilling can be accomplished by the same method used for chicken and shrimp.

#### Hot Meats and Poultry Served from Steam-tables or Warming Devices

- Schedule the cooking of meats so they will be completed as close as possible to desired time of service.
- Upon removal from the oven or stove, cooked meats are to be kept at an internal temperature of 140°F or higher in a steam-table or other suitable device.
- Maintain the water in the steamtable at a temperature in excess of 180°F. The water must be brought

- to this temperature before placing any foods in the steam table. Water in the steam-table shall be kept at a depth level so as to be in contact with the bottom and upper portions of the sides of the food container.
- Refrigerated ready-to-eat cooked meats, especially leftovers, gravies and stocks, are to be heated rapidly to an internal temperature of 165°F or higher before being placed in the steam-table or warming device. Hot stock or meat gravies may be used to reheat meats. Steam-tables or other warming devices should never be used to heat up cold foods.
- Cautions noted previously relative to hand contact, care of equipment storage, and menu planning should also be followed.

#### **Salad Preparation Guide**

- 1) Refrigerate all salad ingredients except seasoning and spices overnight or chill to 41°F or lower before use.
- 2) Clean work surfaces, equipment and utensils (pots, pans, spoons, spatula, etc.) with soap and hot water, rinse with clean water, and then give a final rinse with sanitizing solution. Stainless steel utensils and equipment are preferred in preparation of these foods.
- Clean hands, fingernails, and arms thoroughly with soap and hot water and dry with single use paper towels.
- 4) Individuals preparing cold salads must not touch the ingredients or finished product with bare hands.
- 5) Clean and sanitize tops of cans and jars before opening. Do not use fingers to pry off can lids or drain off liquid contents.

- 6) Place diced celery, including pre-cut packaged celery in a strainer and immerse in boiling water for 30 seconds, then chill to 41°F or less.
- Use clean sanitized utensils in mixing and handling of foods.
   Avoid hand contact with foods.
- 8) Refrigerate final salad product immediately in shallow pans.
- 9) Salads placed in bain-marie cold plates should have a minimum internal temperature of 41°F.
  - 10) Do not fill trays above spill line.





#### CLEANING AND SANITIZING

#### Manual dishwashing:

- The dishwashing area must be located a sufficient distance away from food preparation areas to avoid possible cross-contamination.
- Manual dishwashing is allowed only in a three-compartment sink:
   Wash in the first; Rinse in the second; Sanitize in the third; then air dry.
- For heat sanitizing, water temperature in the third compartment must be at least 170° F or higher, and the dishes must be immersed for at least 30 seconds. The temperature must be maintained by a heating element.
- For chemical sanitizing, the chlorine-based sanitizer in the third compartment must be at least 50 parts per million (ppm), and the dishes must be immersed in the sanitizing solution for at least 60 seconds. To make 50 ppm sanitizing solution, take ½-ounce (or one tablespoon) of household bleach and mix it with one gallon of water.
- Appropriate test kit must be used to test the strength of sanitizers used.

#### Mechanical dishwashing:

- All mechanical dishwashers, both high temperature and low-temperature must be operated as per manufacturer suggestions.
  - Final rinse temperature of mechanical high-temperature dishwasher must be at least 180° F or higher.
- Properly calibrated dishwasher-safe thermometers must be used to verify final rinse temperatures.
- Appropriate test kit must be used to verify proper chemical concentrations.

# Appendix K

# Insurance Bid Bond Performance Bond

	<u>4C</u>	OR	D CERTIFIC	CATE OF LIABIL	ITY INSU	RANCE	OPID CK REGIN-1	DATE (MM/DD/YYYY) 04/25/19	
Le		Rose	enblatt, Inc. art Ave Suite 560		ONLY AND HOLDER. T	CONFERS NO RI	D AS A MATTER OF INF GHTS UPON THE CERT E DOES NOT AMEND, E FORDED BY THE POLIC	ORMATION IFICATE XTEND OR	
Ga:	cde	n C	ity NY 11530	616-683-0133	INSURERS A	FFORDING COVE	RAGE	NAIC#	
	NSURED				CNA		20427		
							ance Company	20421	
			Pegina Caterore '	Tna	INSURER C:	Wesco Insur	ance company		
		Ē	Regina Caterers, : 409 11th Avenue	ine.	INSURER D:				
		1	Brooklyn NY 11219		INSURER E:				
CO	/ER/	GES							
A) M	IY REC	QUIREN RTAIN,	MENT, TERM OR CONDITION OF AN THE INSURANCE AFFORDED BY TI	VE BEEN ISSUED TO THE INSURED NAM IY CONTRACT OR OTHER DOCUMENT W HE POLICIES DESCRIBED HEREIN IS SUE E BEEN REDUCED BY PAID CLAIMS.	TH RESPECT TO WHICH	THIS CERTIFICATE M	AY BE ISSUED OR		
NSR LTR	ADD'L INSRD		TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMIT	S	
			RAL LIABILITY				EACH OCCURRENCE	\$ 1000000	
A	X	X	COMMERCIAL GENERAL LIABILITY	В 3013203282	06/30/18	06/30/19	DAMAGE TO RENTED PREMISES (Ea occurance)	\$ 300000	
			CLAIMS MADE X OCCUR				MED EXP (Any one person)	\$ 10000	
				B 3013203282	06/18/19	06/18/20	PERSONAL & ADV INJURY	s 1000000	
							GENERAL AGGREGATE	\$ 2000000	
		-	L AGGREGATE LIMIT APPLIES PER POLICY PRO-				PRODUCTS - COMP/OP AGG	\$ 2000000	
;		$\vdash$	OMOBILE LIABILITY ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	s 1000000	
		$\vdash$	ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	\$	
A;		X	HIRED AUTOS	В 3013203282	06/30/18	06/30/19	BODILY INJURY		
Α.,		X	NON-OWNED AUTOS	B 3013203282	06/30/19	06/30/20	(Per accident)	\$	
4							PROPERTY DAMAGE (Per accident)	s	
		GARA	AGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	
			ANY AUTO	1			OTHER THAN EA ACC	5	
							AUTO ONLY: AGG	\$	
;			SS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$ 2000000	
A	X	X	OCCUR CLAIMS MADE	UMB3013203282	05/01/19	06/18/20	AGGREGATE	\$ 2000000	
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		<u> </u>	RETENTION \$10000				WC STATU   OTH-	\$	
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В	ANY	PROPE	PRIETOR/PARTNER/EXECUTIVE WWC5561207	06/19/18		E.L. EACH ACCIDENT	\$ 1000000		
			lbe under ROVISIONS below		06/18/19	06/18/20	E.L. DISEASE - EA EMPLOYEE		
	OTH		ROVISIONS BEIOW				E.L. DISEASE - POLICY LIMIT	* 1000000	
DES	RIPTI	ON OF	OPERATIONS / LOCATIONS / VEHI	CLES / EXCLUSIONS ADDED BY ENDOR	SEMENT / SPECIAL PRO	OVISIONS			
				artment of Social S			hasing		
On	e W	est	Street, Mineola,	NY 11501-4895 is a	named as add	litional ins	ured as		
				Service Program/Chi rvice Program Bid :					
CEI	RTIF	CATE	HOLDER	· · · · · · · · · · · · · · · · · · ·	CANCELLAT			· · · · · · · · · · · · · · · · · · ·	
							BED POLICIES BE CANCELLEI		
		Ç	County of Nassau Department of Soc	ial Carriage			ER WILL ENDEAVOR TO MAIL		
			epartment of soc. Office of Purchas:				R NAMED TO THE LEFT, BUT I		
		C	ne West Street	-		IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, IT'S AGENTS OR			
		M	Mineola NY 11501-	1895	REPRESENTAT	PRESENDATIVE			

ACORD 25 (2001/08)

#### **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

#### DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

#### **Platte River Insurance Company**

115 Glastonbury Blvd., Glastonbury, CT 06033

#### BID BOND

Bond Number 41409891

#### KNOW ALL PERSONS BY THESE PRESENTS.

That we, Regina Caterers Inc. (hereinafter called the "Principal"), as Principal, and the Platte River Insurance Company of Madison, Wisconsin a corporation duly organized under the laws of the State of New York (hereinafter called the "Surety"), as Surety, are held and firmly bound unto New York State DOE/County of Nassau Summer Food Service Program (hereinafter called the "Obligee"), in the sum of Five Percent of Total Amount Bid (\$5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Bid# 8900-05089-070- Summer Food Service Program.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 26th day of April, 2018.

This bond automatically expires ninety (90) days from the original bid date.

Mitness)

ISABEL MOCCIA

Notary Public, State of New York

No. 01M06243772

Qualified in Richmond County Commission Expires 06/27/2019 (Signature of Officer of the Principal)

Regina Caterers Inc. (Print Name of Principal)

(Print Name of Officer of the Principal and Title)

**Platte River Insurance Company** 

(Signature of Attorney-in-Fact)

(Seal)

(Witness)

Matthew Wilkoff, Attorney-In-Fact

(Print Name of Attorney-in-Fact and title)

(Seal)

#### Individual Acknowledgment

State of						
County of	<del></del>					
On the	day of	, 20	, before me pers	sonally ap	peared	
	d known to me to be the person the thereupon acknowledged to			_	-	ment and
					Nota	ry Public
	Partnership	/L.L.C. Ack	nowledgment			
State of		•				
County of						
On the	day of	, 20	, before me per	sonally ap	peared	
described in and	d known to me to be one of the who executed the foregoing he executed the same	instrument and	he	thereu	pon ackno	owledged
					Nota	ry Public
	Corpor John day of Ma an Pirada	, 20_/	J	sonally ap	opeared	
to me known, wh	ho being by me duly sworn, c f the <u>Regia</u>	lid depose and	say that	he	is the	
	described in and which execu	ited the foregoin	ng instrument: tha	†	he	knows
	corporation; that the seal at					
	of the board of directors of s			=		his/her
name thereto by			, <u></u> -		8	
<b>°,</b>	ISABEL MOCCIA Notary Public, State of New Yor No. 01M06243772 Qualified in Richmond County Commission Expires 06/27/201	<i>\</i>	sobel	M	oc Nota	ary Public

#### **ACKNOWLEDGEMENT OF SURETY**

State of New York

ss.

County of Nassau

On <u>April 25, 2019</u> before me personally came <u>Matthew Wilkoff</u> to me known, who, being by me duly sworn, did depose and say that he is an attorney-in-fact of Platte River Insurance Company the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

Olien Strie

CHANEL SMILEY
NOTARY PUBLIC, State of New York
No. 01SM6354603
Certificate Filed in Nassau County
Commission Expires February 13, 2021

Form M12 (04/91)

KNOW ALL MEN BY THESE PRESENTS. That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

------GERALD J. WILKOFF; MATTHEW WILKOFF; DIANE P. ALESCI

its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

41409891

ALL WRITTEN INSTR	UMENTS IN AN AMOUNT NO	OT TO EXCEED: \$20,000,000.00
This Power of Attorney is granted and is signed and seal Directors of PLATTE RIVER INSURANCE COMPAR	led by facsimile under and by the authori NY at a meeting duly called and held on the	ity of the following Resolution adopted by the Board of the 8th day of January, 2002.
"RESOLVED, that the President, Executive Vice President are granted the power and authorization to appoint by a other writings obligatory in the nature thereof, one or me the powers and duties usual to such offices to the busines such power of attorney or to any certificate relating thereof facsimile seal shall be valid and binding upon the Coshall be valid and binding upon the Company in the fut which it is attached. Any such appointment may be revolutional.	Power of Attorney for the purposes only tore resident vice-presidents, assistant secs of this company; the signature of such teto by facsimile, and any such power of ampany, and any such power so executed ture with respect to any bond or undertaken.	of executing and attesting bonds and undertakings, and eretaries and attorney(s)-in-fact, each appointee to have officers and seal of the Company may be affixed to any attorney or certificate bearing such facsimile signatures and certified by facsimile signatures and facsimile seal king or other writing obligatory in the nature thereof to
In connection with obligations in favor of the Florida D Attorney-in-Fact includes any and all consents for the required by the State of Florida Department of Transport making payment of the final estimate to the Contractor a	release of retained percentages and/or fin tation. It is fully understood that consenti	nal estimates on engineering and construction contracts ing to the State of Florida Department of Transportation
In connection with obligations in favor of the Kentucky Attorney-in-Fact cannot be modified or revoked unless p Highways of the Commonwealth of Kentucky at least th	prior written personal notice of such inter	nt has been given to the Commissioner - Department of
IN WITNESS WHEREOF, the PLATTE RIVER INS corporate seal to be hereto affixed duly attested, this 3rd	URANCE COMPANY has caused these	e presents to be signed by its officer undersigned and its
John E. Rzepinski Vice President, Treasurer & CFO	AND THE RESULTANCE CONTROL OF THE PROPERTY OF	PLATTE RIVER INSURANCE COMPANY
Surprise on Broadberry	CORPORATE	May 1. fills
Suzanne M. Broadbent Assistant Secretary	SEAL Stephen I Sills to me known who bein	Stephen J. Sills CEO & President
STATE OF WISCONSIN COUNTY OF DANE S.S.:	AEBRASKA MANAMANAMANA AEBRASKA MANAMANAMANA AEBRASKA MANAMANAMANA AEBRASKA MANAMANAMANA AEBRASKA MANAMANAMANAMANA AEBRASKA MANAMANAMANA AEBRASKA	
On the 3 <sup>rd</sup> day of May, 2017 before me personally came in the County of New York, State of New York; that he which executed the above instrument; that he knows the was so affixed by order of the Board of Directors of said	is President of <b>PLATTE RIVER INSU</b> seal of the said corporation; that the seal	RANCE COMPANY, the corporation described in and I affixed to said instrument is such corporate scal; that it
	TO 3. REOLINE	David J. Ragele
STATE OF WISCONSIN COUNTY OF DANE \$ s.s.:	* VBLC OF WISCONS	David J. Regele Notary Public, Dane Co., WI My Commission Is Permanent
I, the undersigned, duly elected to the office stated Corporation, authorized to make this certificate, DO H not been revoked; and furthermore, that the Resolution	EREBY CERTIFY that the foregoing a	TTE RIVER INSURANCE COMPANY, a Nebraska attached Power of Attorney remains in full force and ha the Power of Attorney is now in force.
Signed and sealed at the City of Middleton, State of W		April , 20 19.
	SEAL	Antonio Celii
	Committee Co	eneral Counsel, Vice President & Seccretary
THIS DOCUMENT IS NOT VALID UNLESS PRINTED OF CORNER. IF YOU HAVE ANY QUESTIONS CONCERNIN		H A RED SERIAL NUMBER IN THE UPPER RIGHT HAND MENT CALL 800-475-4450. PR-POA (Rev. 10-201

#### PLATTE RIVER INSURANCE COMPANY BALANCE SHEET December 31, 2018

#### **Admitted Assets**

Cash and Invested assets:		
8 onds	\$	112,816,363
Common stocks		22,991,778
Cash, cash equivalents and short-term investments		13,764,981
Receivables for securities		162,842
Total cash and invested assets		149,735,964
investment income due and accrued		703,148
Uncollected premiums and agents' balances in course of collection		1,140,970
Deferred premiums, agents' balances and installments booked but deferred and not yet due		3,193,705
Amounts recoverable from reinsurers		101,093
Current federal and foreign income tax recoverable and interest thereon		187,238
Net deferred tax asset		661,574
Receivables from parent, subsidiaries and affiliates	_	135,910
Total admitted assets	\$ <u>-</u>	155,859,602
Liabilities and Surplus as Regards Policyholders		,
Liabilities:		
Losses	\$	37,401,080
Reinsurance payable on paid losses and loss adjustment expenses		3,607,918
Loss adjustment expenses		7,880,183
Commissions payable, contingent commissions and other similar charges		1,263,078
Other expenses (excluding taxes, licenses and fees)		74,699
Taxes, licenses and fees (excluding federal and foreign income taxes)		236,084
Unearned premiums		22,432,499
Ceded reinsurance premiums payable (net of ceding commissions)		(518,200)
Amounts withheld or retained by company for account of others		33,221,489
Other liabilities	_	592,318
Total flabilities	_	106,191,148
Surplus as regards policyholders:		
Common capital stock		4,800,000
Gross paid in and contributed surplus		30,739,907
Unassigned funds (surplus)		14,128,547
Surplus as regards policyholders		49,668,454
		155,859,602

I, Stephen J. Sills, CEO and President of Platte River Insurance Company do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true statutory Statement of Admitted Assets and Liabilities, Capital and Surplus of the Operation at December 31, 2018, prepared in conformity with the accounting practices prescribed by the Insurance Department of the State of Nebraska. IN WITNESS WHEREOF, 1 have set my hand and affixed the seal of the Corporation at Middleton, Wisconsin.

Stephen J. Sills CEO & President



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NET NET NET NET NET NET NET NET

Claudia Colasurdo hereby certifies that the bids listed above were opened at the time and place specified therain and that the above is a correct transcription from all original bids///scarved.

PUBLIC BID OFFICER

Date ---



## FORMAL BID RECOMMENDATION

BID NUMBER: 8900-05089-070

TITLE: Summer Food Service Program

DATE: May 9, 2019

TO: BUYER: LINDA A. MILLS GROUP: FOOD FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD.

FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE, RETAIN REQUISITION.

Bid Results Date: 05-09-19 Recommend Award Be To: Supervisor From: Buyer Made to the lowest Responsible vendor as List of recommended awards in accordance with the attached summary is shown in column at right. The Per bid summary sheet to: reason for award to other than low bidder is indicated on the attached page. Regina Caterers a Qimile 5/9/19 Date: To: Director From: Supervisor Concur Disagree (See Reverse) Supervisor Date: To: Buyer From: Director Approved for Award Hold award pending discussion ubject to Leg<del>islat</del>ure Approval

DPS-B021 PR-1491.3/72 Rev.3/01