



**CITY OF JERSEY CITY
REQUEST FOR PROPOSALS FOR
SNACK BAR CONCESSION FOR PERSHING FIELD ATHLETIC COMPLEX**

SUBMISSION DEADLINE:

**4:00 PM
October 27, 2015**

ADDRESS ALL PROPOSALS TO:

Peter Folgado
Purchasing Agent
City of Jersey City
394 Central Ave., 2nd Floor
Jersey City, NJ 07307

SECTION 1: GENERAL INFORMATION & SUMMARY

1.1 Organization Requesting Proposals

City of Jersey City
280 Grove Street
Jersey City, NJ 07302

1.2 Contact Person(s) and Proposal Submission Address

Peter Folgado
Purchasing Agent
City of Jersey City
394 Central Ave., 2nd Floor
Jersey City, NJ 07307
(201) 547-5156
Peterf@jcnj.org

1.3 Procurement Process

This contract will be awarded as a concession contract for “Snack Bar Concession at Pershing Field Athletic Complex” using competitive contracting pursuant to N.J.S.A. 40A:11-4.1 et seq.

1.4 Contract Form

If selected to provide services, it is agreed and understood that the Selected Vendor shall be bound by the requirements and terms contained in this Request for Proposals (“**RFP**”) with regard to services performed, payments, indemnification, insurance, termination, and applicable licensing provisions.

It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of all claims against the City arising out of, or by reason of, the work done and materials furnished under this Contract.

1.5 Facility Tour

There will be a tour of the facility on October 1, 2015 at 10:00 a.m. Attendance is not mandatory but is strongly recommended. After the tour date, any questions must be submitted via BidSync. Questions and Answers and Addenda to this RFP will be provided via BidSync.

1.6 Submission deadline

Proposals must be submitted to, and be received by the City, via mail or by hand-delivery before 4:00 p.m. prevailing time on October 27, 2015. Proposals will not be accepted by

facsimile transmission or e-mail. Any and all Proposals not received by the City in compliance with the aforementioned times will be unopened and rejected.

1.7 Opening of Proposals

Proposals shall be opened in public at 4:00 p.m. prevailing time on October 27, 2015, 394 Central Ave., 2nd Floor, Jersey City, NJ 07307.

1.8 Definitions

The following definitions shall apply to and are used in this Request for Proposals:

“City” – refers to the City of Jersey City.

“Competitive Contracting” – refers to the process by which proposals are evaluated and contracts are awarded pursuant to N.J.S.A. 40A:11-4.1 et seq.

“Contract” - refers to the award given pursuant to this RFP, and consisting of this RFP, the Proposal and all required forms, with all necessary and original signatures, and any supplements or amendments thereto.

“Proposal” – refers to any response submitted pursuant to this Request for Proposals.

“RFP” - refers to this Request for Proposals, including any amendments thereof or supplements thereto.

“Selected Vendor”- refers to the person/firm selected by the City to receive the Contract.

“Vendor” or “Respondent” – refers to a person/firm submitting a proposal in response to this RFP

“Snack Bar” – refers to the enclosed area within the Pershing Field Athletic Complex in which the selected vendor will sell various foodstuffs, including hot/cold sandwiches, drinks, candy, chips, nuts, and other snack foods.

“Healthy Food Resolution” – refers to City Resolution 14.669 passed on October 10, 2014 and which sets goals for healthy food and beverage goals for vending machines in municipally owned facilities and for City sponsored meetings and events. A copy appears in Appendix A of this RFP.

SECTION 2: INTRODUCTION AND GENERAL INFORMATION

2.1 Introduction and Purpose

The City is requesting proposals from qualified vendors for operating the snack bar concession at the Pershing Field Athletic Complex, as more particularly described herein.

2.2 Procurement Process and Schedule

This Contract will be awarded using the competitive contracting provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-4.1 et seq., which is considered a “fair and open” process under the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.

The City has structured a procurement process that seeks to obtain the desired results described above, while establishing a competitive environment to assure that each vendor is provided an equal opportunity to submit a Proposal in response to the RFP.

Proposals will be reviewed and evaluated by a committee appointed by the Business Administrator, in accordance with the criteria set forth in Section 6 of this RFP, which will be applied in the same manner to each Proposal received.

The proposals will be reviewed to determine if the Vendor has met the professional, administrative, and subject areas described in this RFP.

Pursuant to N.J.A.C. 5:34-4.3(c)(2)(i), “the names of the individuals who serve as committee members shall not be publicly disclosed until the evaluation report is presented to the governing body.”

The Committee reserves the right to conduct interviews and/or to request that Proposers make presentations and/or demonstrations, as the Committee shall deem applicable and appropriate.

The RFP process commences with the issuance of this RFP. The steps involved in the process and the anticipated completion dates are set forth in the Procurement Schedule below. The City reserves the right to, among other things, amend, modify or alter the Procurement Schedule upon notice to all potential Vendors.

<u>Anticipated Procurement Schedule Activity</u>	<u>Date</u>
1. Issuance of Request for Proposals	Sep 22, 2015
2. Receipt of Proposals	Oct 27, 2015
3. Completion of Evaluation of Proposals	Nov 17, 2015
4. Award of Contract	Nov 24, 2015

2.3 Cost of Proposal Preparation

Each Proposal and all information required to be submitted pursuant to the RFP shall be prepared at the sole cost and expense of the Vendor. There shall be no claims whatsoever against Jersey City, its officers, officials or employees for reimbursement for the payment of costs or expenses incurred in preparing and submitting a Proposal or for participating in this procurement.

2.4 Proposal Format

Prospective Vendors must submit a written proposal in a format specified by the City. Proposals must cover all information requested in this RFP. Proposals which in the judgment of the City fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

2.5 Proposal Guarantee

Each proposal shall be accompanied by a guarantee in the form of a Certified Check, Cashier's Check or Bid Bond in the amount of \$5,000. No cash will be accepted. This Certified Check, Cashier's Check or Bid Bond is offered as evidence of good faith and as a guarantee that, if awarded the contract, the Selected Vendor shall execute the Contract.

2.6 Communications regarding this RFP

All communications concerning this RFP or the RFP process shall be directed to the City's contact person via BidSync and must be received at least twelve (12) days before the RFP due date. Responses to all questions will be forwarded as addenda to all prospective Vendors who have provided contact information and posted on BidSync. It is the prospective Vendor's responsibility to provide accurate contact information.

2.7 Addenda or Amendments to RFP

During the period provided for the preparation of responses to the RFP, the City may issue addenda, amendments or answers to written inquiries. Those addenda will be noticed by the City and will constitute a part of the RFP. Each Vendor is required to acknowledge receipt of addenda by executing and submitting with its Proposal the Acknowledgement of Receipt of Addenda. A failure to acknowledge receipt of addenda will result in rejection of proposal. All responses to the RFP shall be prepared with full consideration of the addenda issued prior to the Proposal submission date.

2.8 Rights of City

The City reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFP and the procurement process in accordance with the provisions of applicable law:

- To determine that any Proposal received complies or fails to comply with the terms of this RFP.
- To reject any and all responses and/or components thereof and to eliminate any and all Vendors responding to this RFP from further consideration for this procurement.
- To reject any Vendor that submits incomplete responses to this RFP, or a Proposal that is not responsive to the requirements of this RFP.
- To supplement, amend, or otherwise modify this RFP, without prior notice, or to otherwise request additional information.
- To waive any technical non-conformance with the terms of this RFP.
- To change or alter the schedule for any events called for in this RFP upon the issuance of notice to all prospective Vendors who have received a copy of this RFP.
- To conduct investigations of any or all of the Vendors, as the City deems necessary or convenient, to clarify the information provided as part of the Proposal and to request additional information to support the information included in any Proposal.
- To suspend or terminate the procurement process described in this RFP at any time (in its sole discretion.) If terminated, the City may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Vendors.
- The City shall be under no obligation to complete all or any portion of the procurement process described in this RFP.

2.09 Disposition of RFP

Upon submission of a Proposal in response to this RFP, the Vendor acknowledges and consents to the following conditions relative to the submission and review and consideration of its Proposal:

- All Proposals shall become the property of the City and will not be returned.
- All Proposals will become public information at the appropriate time, as determined by the City (in the exercise of its sole discretion) in accordance with law.

2.10 Open Public Records Act

Although item 2.9 indicates that all proposals will become public information, it is understood that OPRA contains exceptions for “Trade secrets and proprietary commercial or financial information obtained from any source” and “Information which, if disclosed, would give an advantage to competitors or bidders”.

A Vendor may designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1, when the Vendor has a good faith legal and or factual basis for such assertion. The City reserves the right to make the determination as to what is proprietary or confidential, and will advise the Vendor accordingly. The location in the proposal of any such designation should be clearly stated in a cover letter. The City will not honor any attempt by a Vendor to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal. In the event of any challenge to the Vendor’s assertion of confidentiality with which the City does not concur, the Vendor shall be solely responsible for defending its designation.

Therefore, prospective Respondents shall submit two (2) clearly marked versions of their proposals. One version is to be a complete version to be used by the City for evaluation. The second version should contain redactions of legitimate “trade secrets and proprietary commercial or financial information” and/or “information which...would give an advantage to competitors or bidders”. This second version will be provided to persons submitting Open Public Records Act (OPRA) requests for information relating to this solicitation.

Failure to provide two clearly marked proposals will mean that the Respondent agrees that the single version provided does not contain trade secrets or proprietary information and may be released pursuant to OPRA requests.

2.11 Other Conditions Applicable to RFP

Upon submission of a Proposal in response to this RFP, the Vendor acknowledges and consents to the following conditions relative to the submission and review and consideration of its Proposal:

- The City may request Vendors to send representatives to the City for interviews.
- Vendor is required to comply with requirements of P.L. 1975, c. 127, the Law Against Discrimination and with N.J.A.C. 17:27-1.1 et seq., the Affirmative Action Rules.
- A Vendor responding to this RFP must indicate what type of business organization it is e.g., corporation, partnership, sole proprietorship, or non-profit organization. If a party is a subsidiary or direct or indirect affiliate of any other organization, it must indicate in its proposal the name of the related organization and the relationship. If a party responding to this RFP is a corporation, it shall list the names of those partners or stockholders holding 10% or more of the outstanding stock. If the party responding to this RFP is a partnership, it shall list the names of those partners owning 10% or more of the partnership.
- Section 8 of this document describes general terms and conditions. Section 9 of this document contains required administrative forms which must accompany all proposals. Exclusion of any required form is grounds for rejection of proposals.

2.12 Term of Contract

This contract will be awarded for a term of three (3) years (“Base Term”). Vendor shall agree to provide such services as specified herein to the City for such prices as indicated in its Proposal for the entire term of the Contract. The date that the Vendor shall begin providing services is dependent upon the date the Contract is awarded by the City’s Municipal Council. The Contract shall be awarded within 60 days of the date of receipt of proposals, unless an extension is requested by the City and agreed to by the Vendor(s). The Municipal Council meets on the second and fourth Wednesdays of each month.

The City shall have the option to renew the contract for two (2) additional one (1) year terms (“Option Period”) for a total possible contract term of five (5) years. The option to renew shall be indicated no later than thirty (30) days prior to the expiration of the Base Term, whereby the City will send a notice that it is extending the Base Term of this Contract, as aforesaid, and the term of the Contract shall thereupon be extended for the Option Period on the same terms and conditions.

2.13 Lobbyist Disclosure Ordinance

The contract will be awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. The Successful Respondent will be required to certify that the Successful Respondent either did not retain the services of a lobbyist to lobby on behalf of the Successful Respondent for the award of this contract, or if a lobbyist was retained by the Successful Respondent for such purposes, the Successful Respondent's lobbyist, prior to commencing his/her lobbying activities, shall have filed a notice of lobbyist representative status form with the City Clerk. The Successful Respondent whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq, following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

SECTION 3: SCOPE OF SERVICES

3.1 General

The successful Vendor shall operate the snack bar at the Pershing Field Athletic Complex. In accordance with competitive contracting, the City will select the vendor which is most advantageous, price and other factors considered. Vendors are encouraged to comply with City Resolution 14.669, which establishes healthy food and beverage goals for vending machines in City owned facilities, adopted by the City Council on Oct. 8, 2014. See attached, Appendix A.

The Vendor will provide a variety of quality products and shall attach with the bid proposal a list of items and prices. Proposals which include fat free, low sugar and low carb items will be evaluated more favorably.

A review of products offered may be made by the Business Administrator or his designated representative and the City has the option to request items to be added or deleted at any time during the contract.

3.2 Pershing Field Athletic Complex

The park at Pershing Field, which is located in the Heights section of Jersey City (201 Central Avenue), covers over 14 acres of recreational space and includes tennis courts, a basketball court, bocce ball courts, baseball fields, a running track, a children's playground with water sprinkler, a community center, an ice skating rink, and a swimming pool.

Ice Rink

Ice Skating at the Pershing Field Rink runs each year from November 1st through the third weekend in March. The Ice Rink is located on the southwest corner of the park on Summit Avenue at Carlton Avenue. Public skating hours are:

Wednesday	3:30pm – 6pm
Thursday	3:30pm – 6pm
Friday	3:30pm – 5:30pm; 5:45pm – 7:45pm; 8pm – 10pm
Saturday	1:15pm – 3:15pm; 3:30pm – 5:30pm; 5:45pm – 7:45pm; 8pm – 10pm
Sunday	1:15pm – 3:15pm; 3:30pm – 5:30pm; 5:45pm – 7:45pm
Holidays	11am – 1pm; 1:15pm – 3:15pm; 3:30pm – 5:30pm; 5:45pm – 7:45pm

During the skating season, between 500-800 patrons visit per week, with Friday, Saturday, and Sunday being the busiest days. The rink also attracts large crowds for certain high school hockey games.

Swimming Pool

The pool (82 feet long x 58 feet wide) is located on the side of the park between Central and Summit Avenues one block south of Manhattan Avenue. Pool hours for open swim:

Monday – Friday, 7:00 a.m. to 8:30 p.m.
Weekends and Holidays, 12 noon to 6:00 p.m.

Access is provided by membership. During the summer months approximately 2,000 swimmers per week use the pool. During the rest of the year, approximately 700 swimmers per week use the pool.

Badminton

During the summer months, the Department of Recreation hosts badminton in the otherwise unused ice rink.

The Vendor shall begin providing service by January 1, 2016, however, Vendor may begin sooner if a contract is executed and proof of insurance is provided before that date.

3.3 Equipment

- a. Vendor shall furnish, install, maintain, service, repair and/or replace the snack bar appliances at no charge to the City, unless otherwise agreed upon by the City Business Administrator. The photographs which appear in Appendix B show a number of existing appliances (refrigerator, coffee maker, microwave oven) which are the property of the Jersey City Recreation Foundation and which will be removed. Vendors interested in acquiring or using those appliances must contact the Foundation separately from this process.
- b. Vendor shall provide a list of all snack bar appliances it intends to supply.
- c. All appliances must comply with all Federal, State, County and City Codes.

3.4 Products

- a. Vendor shall ensure that no out of date products are sold. Expiration dates should be on each of the products offered for sale and should clearly show the month and the year of expiration.

- b. Vendor is expected to take immediate action to correct any situation in which product integrity is violated.
- c. All food and beverage products must be delivered in their original packaging.
- d. Vendor shall provide nutrition facts/ nutrition labels to the City regarding its products and prior to stocking new products.
- e. Proposals which include foods/snacks of a more varied selection than the standard snack bar fare of hot dogs, hamburgers, and pizzas will be evaluated more favorably.
- f. The sale of alcoholic beverages and tobacco products (including e-cigarettes) is prohibited.

3.5 Sustainability

- a. The City encourages the Vendor to use chlorine-free, biodegradable products if the Vendor intends to provide any disposable products such plates, napkins, etc. Additionally, the City encourages Vendor to use "Green Seal" eco-friendly products such as, but not limited to, soaps and cleaners for operational and cleaning purposes. A list of "Green Seal" certified products can be found at <http://www.green seal.org/findaproduct/index.cfm>.
- b. The City also encourages the sale of sustainable food products and the training of staff on environmentally-friendly food practices.
- c. The use of polystyrene packaging or food containers is prohibited.

3.6 Service Hours

Vendor will provide snack bar services on all days and at all times when the Pershing Field Athletic Complex is open to the public.

3.7 Facility Requirements

- a. General Facility Requirements
No modification to building structure, electrical systems, plumbing, and any other part of the physical plant of any City building may be performed without prior approval from the City's Business Administrator.

All authorized modifications will be at the expense of the Vendor, unless otherwise agreed upon by the City.

b. Plumbing

For appliances that require an external water source, connections must be made from a City potable water supply. In the event this is not possible, the Vendor will be responsible for establishment of an alternative source with prior approval from the City.

Plumbing installation, when needed, shall include valves and backflow prevention devices that comply with State and local code requirements. Fixtures and other installations are expected to appear neat and professional.

c. Electrical

The electricity [and natural gas] consumed by snack bar shall be paid for the City. All appliances utilizing electrical power shall be grounded with an approved three-wire cord and plug. All appliances containing perishable foods must have a lock on the power cord plug to prevent accidental or intentional disconnection.

Appliances must be properly wired and grounded to prevent electrical shock and must comply with applicable federal, state, and local codes and standards. The Vendor is responsible for installation of electrical circuits when there are no existing circuits available or if existing circuits are inadequate.

d. Internet

In the event that Vendor's equipment requires internet connectivity, City will install, at Vendor's expense, a network data drop near the desired location. The estimated cost for this is \$200 - \$300 per drop, depending on location.

e. Storage

Vendor will have access to a secure storage area within the complex.

3.8 Food and Beverage Operations

- a. The areas inside and surrounding the snack bar are to be kept clean and proper waste and recycling receptacles shall be provided in the immediate areas.

- b. All appliances must comply with all applicable Health and Safety Codes.
Equipment not complying with the above criteria shall be removed from service.

3.9 Product List

Respondents shall submit their proposed food/beverage product list with the proposal.

3.10 Other

As per Sections 7.6 and 7.7 below, the Vendor will hold the City harmless and the City will not be responsible for any theft or damage to the appliances.

3.11 Commission

The City will base its award in part on the percentage of commission to be shared with the City. Vendor will provide sales and commission totals in a format to be agreed upon with the City. Payment to the City shall be made by check payable to the City of Jersey City, and mailed to:

Jersey City Municipal Services Complex
13-15 Linden Avenue East, Jersey City, NJ 07305
Attention: Steve Miller

SECTION 4: WRITTEN PROPOSAL FORMAT

Proposals must address all information requested in this RFP. Proposals which in the judgment of the City fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

4.1 Mandatory content

Each proposal submitted must contain the fifteen (15) sections described below:

- Title Page
- Table of Contents
- Executive Summary
- Background
- Scope of Services
- Organization
- City Responsibilities
- Staffing
- Assumptions
- Product List
- Nutrition Information
- Product Pricing
- Commission Sharing
- Appliance List
- References

The information requested by the sectional format described above is further defined.

4.2 Title Page

The proposal should include a title page, which identifies the project; the Vendor's Firm, name of the Vendor's primary contact, address, telephone number, fax number and email address.

4.3 Table of Contents

The Vendor's proposal should include a Table of Contents, which lists the titles and page numbers for each major topic and sub-topic contained in the proposal.

4.4 Executive Summary

This section should include a summary of the key points and highlights of the Vendor's response and should discuss the pricing contained in the proposal.

4.5 Background

In this section, Vendor should provide the background on its company including but not limited to:

- a. Financial, identification of the parent company, services, organization and company goals
- b. Copy of the company's Annual Report including auditor's report including financial statements of owners/principles for the last three (3) years
- c. Organizational chart
- d. Brief biography of those involved in the management of the company
- e. Copy of licenses issued by State, as required
- f. Evidence of experience, capability and financial responsibility for operating snack bar facilities in a large athletic complex.
- g. Identify clients of comparable size to Jersey City
- h. Public sector experience
- i. Number of existing New Jersey municipal clients

4.6 Scope

In this section of the proposal, the Vendor should state what it believes to be the scope of services to be provided for the City and how it will satisfy that scope. Items to be discussed include but are not limited to: stocking/maintenance/cleaning of vending machines and refund procedures. If there are any gaps between what the Vendor believes should be the proper scope given all information known at the time of this RFP, the Vendor should clearly state these gaps in this section and clearly mark these concerns as such.

4.7 Organization

The Vendor should detail in this section, the organizational and personnel structure it believes necessary to accomplish the services. Support of, and utilization of Minority and Women Owned Business Enterprises, consistent with the City's policies, should be described.

4.8 Jersey City Responsibilities

In this section, the Vendor should clearly describe any assumptions relating to the responsibilities and/or commitments the Vendor is expecting of the City throughout the life of the contract.

4.9 Staffing

Vendor must submit to the City a list containing the names of all employees who will be employed under the Selected Vendor's contract with the City. The list shall be updated if the Selected Vendor hires or replaces employees in this category during the contract term.

4.10 Assumptions

In this section, Vendors should state any assumptions being made relating to any part of the proposal.

4.11 Product List

Vendors are required to provide a detailed product list of snacks, drinks, and fresh or prepared foods to be provided. Products which meet the guidelines of the City's Healthy Food Resolution will be viewed more favorably.

4.12 Nutrition Information

Vendors are required to provide nutrition information for the snacks, drinks, and fresh or prepared foods to be provided. Products which meet the guidelines of the City's Healthy Food Resolution will be viewed more favorably. This information should be provided in the US Food and Drug Administration "Nutrition Facts" format.

4.13 Product Pricing

Vendors are required to provide detailed pricing information for the snacks, drinks, and fresh or prepared foods to be provided.

4.14 Commission Sharing

Vendors are required to indicate the percentage of commission to be shared with the City.

4.15 Appliance List

Vendors are required to supply a list of all proposed appliances they will be providing during the term of the contract.

4.16 Client References

Respondents should provide a list of references including:

- Municipality or Company
- Contact name/Contact title/Contact phone number and/or e-mail address

SECTION 5: PROPOSAL SUBMISSION REQUIREMENTS

To be responsive, Proposals must provide all requested information, and must be in strict conformance with the instructions set forth herein. Proposals and all related information must be bound, and signed and acknowledged by the Respondent.

5.1 Number of copies

Respondents must submit 3 copies of their proposals:

- Signed original (full)
- Copy of full original (unbound for scanning and distribution)
- Redacted (unbound for scanning and distribution per OPRA)

Review Item 2.10 for guidelines on NJ's Open Public Records Act (OPRA) and proprietary information. If proposal contains no proprietary information, it is not necessary to submit redacted copy.

5.2 Proposal media

Proposals forwarded by facsimile or e-mail will not be accepted, however Respondents may alternately submit one signed original (paper) and softcopy versions of original and redacted on CD or flash drive.

Please note that the City will not be responsible for softcopy files which cannot be opened, and that this may be grounds for rejection.

5.3 Proposal format

To facilitate a timely and comprehensive evaluation of all submitted proposals, it is essential that all Respondents adhere to the required response format. The City requires a standard format for all proposals submitted to ensure that clear, concise and complete statements are available from each Respondent in response to requirements.

The required format is detailed in Section 4.

The City is not under any obligation to search for clarification through additional or unformatted information submitted as a supplement to the formatted response.

Where a proposal contains conflicting information, the City at its option may either request clarification or may consider the information unresponsive.

5.4 Proposal length

The exact presentation and layout of proposals is up to the discretion of the Vendor, however a maximum length of 20 pages (excluding required forms) is strongly suggested.

5.5 Submission deadline

Proposals must be received by the City no later than 4:00 p.m. prevailing time on October 27, 2015, and must be mailed or hand-delivered.

SECTION 6: EVALUATION

The City's objective in soliciting Proposals is to enable it to select a Vendor that will provide high quality and cost effective services to the citizens of Jersey City. The City will consider Proposals only from Vendors that, in the City's sole judgment, have demonstrated the capability, reputation and willingness to provide high quality product and services in the manner described in this RFP.

6.1 Evaluation Methodology

Proposals will be evaluated by the Business Administrator and/or his designee or a committee appointed by the Business Administrator. Each evaluator will score the written proposals and rank the Vendors.

6.2 Evaluation Criteria

There will be six broad criteria by which proposals will be evaluated. Each criterion will bear a certain weight, and the extent to which the criterion is met or exceeded will be determined by the committee. The written response will be worth a maximum of 220 points as indicated below.

- a. Required format: 15 points**
Respondents must include all required elements as detailed in Section 3.
- b. Product List: 10 points**
The committee will evaluate Respondent's list of proposed products to be stocked in vending machines, including brand names and serving sizes.
- c. Nutritional Information: 5 points**
The committee will evaluate the extent to which the list of proposed products supports the City's Healthy Food Resolution (14.669).
- d. Product Pricing: 10 points**
Committee will evaluate Vendor's proposed pricing.
- e. Commission Sharing: 15 points**
Committee will evaluate Respondent's proposed percentage of commissions to be shared with City.

The successful Vendor, upon failure or refusal to execute and deliver the signed Contract and insurance certificates required, within ten (10) days after receipt of the Contract shall forfeit the certified check, cashier's check or Bid Bond to the City as liquidated damages for such failure or refusal.

The damages to the City for breach as above provided will include loss from interference with its program and other items whose accurate amount will be difficult or impossible to compute. The amount of the Bid Guarantee accompanying the Proposal of such Vendor shall be retained by the City, not as a penalty but as liquidated damages for such breach. In the event any Vendor whose Proposal has been accepted shall fail, refuse or resist to execute the Contract as herein before provided, the Municipal Council of the City may, as its option, determine that such Vendor has abandoned the Contract and thereupon the proposal and the acceptance thereof shall be null and void and the City shall be entitled to liquidated damages as above provided.

The rights and obligations provided for in the Contract shall become effective and binding upon the parties only with its formal execution by the City. Any services delivered prior to said execution of Contract shall be at the Vendor's risk.

SECTION 7: GENERAL TERMS AND CONDITIONS

The following are general terms and conditions which may or may not be explained elsewhere in this RFP.

7.1 Original/Authorized signatures

Each proposal and all required forms must be signed in ink by a person authorized to do so, and notarized with a raised seal, where applicable.

7.2 Affirmative Action requirements

Vendors are required to comply with the provisions of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 et seq. No firm may be issued a contract unless it complies with these affirmative action provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language for Goods, Professional Services and General Service Contracts, Exhibit A summarizes the full required regulatory text.

Goods and Services (including professional services) Selected Vendor(s) shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- a) A photo copy of a valid letter that the Vendor is operating under an existing Federally approved or sanctioned affirmative action programs (good for one year from the date of the letter); or
- b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the Vendor, in accordance with N.J.A.C. 17:27-4.

The Vendor's attention is also called to **Section 8** of this document which contains the required information and forms. For information on EEO/AA requirements and forms only, please contact:

Jeana F. Abuan, Affirmative Action Officer, Public Agency Compliance Officer
Department of Administration, Office of Equal Opportunity/Affirmative Action
280 Grove Street Room-103
Jersey City NJ 07302
Tel. #201-547- 4533
Fax. #201-547-5088
E-mail Address: abuanj@icnj.org

7.3 Business Registration Certificate

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.).

Vendors are required to comply with the requirements of P.L. 2004, c. 57 (Chapter 57) which include submitting a copy of their Business Registration Certificate (BRC), issued by the NJ Department of the Treasury.

7.4 Clarification of RFP

Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the City's designated contact person's decision shall be final and conclusive.

7.5. Termination for Cause or Convenience

During the term of the Contract, the Business Administrator shall have the right to terminate the Contract for convenience, in whole or in part, by giving 30 days' written notice prior to the effective date of termination. If the Contract is terminated by the Business Administrator as provided herein, the Vendor shall be paid for all obligations incurred and services rendered to the date of termination.

In the event the performance by the Vendor of the services provided for under this agreement is unsatisfactory to the City, the City agrees to notify the Vendor in writing and the Vendor agrees to within five (5) calendar days rectify the unsatisfactory condition or performance. Should the unsatisfactory performance or condition not be rectified within five (5) calendar days of notice being given, the City shall at its sole option be entitled to terminate this agreement immediately. The Vendor shall not be entitled to any compensation for services subsequent to receiving notice of termination from the City.

The City shall have the right to terminate the agreement immediately upon the happening of any of the following events:

- a) The Vendor is adjudged bankrupt or makes an assignment for the benefits of creditors.
- b) The Vendor fails to or refuses to obey laws, ordinances, regulations and such orders as given by the Business Administrator or his authorized designee with respect to the Contract.

- c) The Vendor fails to make prompt payment to persons supplying labor or materials for the work.
- d) The City suffers a property loss due to the Vendor's negligence in performing the Contract.

7.6. Insurance

The Vendor shall not commence nor perform services under this Contract until the required insurance has been obtained and such insurance has been approved by the City. This insurance shall be written with an acceptable company authorized to do business in the State of New Jersey, shall be taken out before any operations of the Vendor are commenced and shall be kept in effect until all operations shall be satisfactorily completed. "Claims made" insurance policies do not satisfy the insurance requirements under this Contract.

a. Proof of Insurance

The Vendor shall furnish the City with insurance certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance policies. The insurance covered by the certificates will not be canceled or materially altered, and shall include an endorsement to the effect that the insurance company will give at least thirty (30) days written notice to the City of any modification or cancellation of any of the policies.

b. Time to Provide Proof of Insurance

The certificates of insurance containing all provisions as required by the City shall be provided to the City with the executed contract. Failure to provide proof of insurance prior to the execution of the contract will result in forfeiture of the bid security.

c. Vendor's Hold Harmless Agreement

All of the Vendor's insurance coverage shall contain a clause indemnifying and saving harmless the City and its agents from any and all liability of whatever nature arising from the work to be performed under the Contract, including attorney's fees and costs in connection with the defense of such claims. The certificate of insurance furnished by the Vendor shall spell out specifically that the above indemnification is guaranteed by the policy. The City, its officers, agents, servants and employees as their interest may appear, shall be named as an additional insured on said policies insofar as the work and obligations performed under the Contract are concerned.

d. Endorsement

An endorsement covering the City shall be added to all policies. The endorsement shall read:

“The City of Jersey City, its officers, agents, servants and employees shall be held harmless and indemnified against any act or omission or condition or claim arising out of and during the performance of the work under this Contract.”

The above shall also specifically cover Automobile Insurance including owned vehicles, hired vehicles and other non-owned vehicles.

e. Types of Required Insurance

- 1. Worker’s Compensation Insurance:** The Vendor shall procure and maintain during the life of this Contract, Worker’s Compensation insurance as required by New Jersey law for all employees to be engaged in work under this Contract.
- 2. Vendor’s General Liability Insurance and Property Damage Insurance:** The Vendor shall procure and maintain during the life of this Contract, Vendor’s General Liability Insurance and Property Damage Insurance in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate with companies and in the form to be approved by the City. Said insurance shall provide coverage to the Vendor and the City, its officers, agents, servants, and employees as their interest may appear. The coverage so provided shall protect against claims for personal injuries, including accidental death, as well as claims for property damages, which may arise from any act or omission of the City, the Vendor or by anyone directly or indirectly employed by them.
- 3. Automobile Insurance:** Liability Insurance to cover each automobile, truck, vehicle or other equipment used in the performance of the Contract in an amount not less than \$1,000,000.00 on account of injury, death or property damage to one person and not less than \$2,000,000.00 on account of injury or death of two or more persons.
- 4. Additional Insured:** General and Auto Liability policies must include the City of Jersey City as an Additional Insured.

7.7. Indemnity

The Vendor agrees to indemnify, hold harmless and defend the City, its officers, agents, servants and employees as their interests may appear, from any and all liability including claims, demands, losses, costs, damages and expenses of every kind and description or damage to persons or property arising out of or in connection with or occurring during the course of this agreement where such liability is founded upon or grows out of the acts, errors or omissions of the Vendor, its officers, employees, agents or subcontractors. The Vendor will after reasonable notice thereof, defend and pay the expense of defending any suit which may be commenced against the City, its officers, agents, servants and employees as their interests may appear, by any third person alleging injury by reason of such carelessness or negligence and will pay any judgment which may be obtained against the City, its officers, agents, servants and employees as their interests may appear in such suit. In defending any suit, the Vendor shall not, without obtaining express written permission in advance from City's Corporation Counsel, raise any defense involving in any way the immunity of the City or the provisions of any statute respecting suits against the City. The Vendor shall be required to provide all appropriate documentation demonstrating the compliance with indemnity requirements of the Contract to the City with the executed Contract.

7.8. Disputes

The City and Vendor agree that in the event of a dispute arising under the Agreement, whether involving law or fact or both or extra work or claims for additional compensation or claims for alleged breach of Contract the parties agree to follow the procedures set forth below:

- a) All such disputes shall be reported to the Business Administrator or his authorized designee, within Forty-Eight (48) hours of commencement of such dispute. Vendor shall submit a detailed claim with such specificity to provide the Business Administrator with an intelligent basis for resolving the dispute. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived except that if the claim is of a continuing character and notice of the claim is not given within Forty-Eight (48) hours of its commencement, the claim will be considered only for the period commencing Forty-Eight (48) hours prior to the receipt by the City of notice thereof.
- b) Each decision by the Business Administrator will be in writing and will be mailed to the Vendor by registered or certified mail, return receipt requested, directed to his last known address.

- c) If the Vendor does not agree with any decision of the Business Administrator, he shall in no case allow the dispute to delay the work but shall notify the City promptly that he is proceeding with the work under protest; however, the Vendor may exclude any disputed claim from the final release.

- d) In the event of disputes involving non-monetary issues, the Business Administrator's decision shall be final. The Business Administrator may conduct such fact finding as he deems necessary in order to resolve the dispute.

SECTION 8: REQUIRED ADMINISTRATIVE FORMS

Please place the checklist and the required forms which follow at the front of your proposal to facilitate the City's review.

CITY OF JERSEY CITY

PROJECT: Pershing Field Athletic Complex Snack Bar Concession

The undersigned is (an individual)
(a corporation) under the laws
(a partnership)

of the State of _____ having offices

at _____ and submits this proposal in
response to the City's RFP.

Signed: _____

Name: _____

Title: _____

Company: _____

Address: _____

CITY OF JERSEY CITY PROJECT:

VENDOR: _____

VENDOR'S CHECKLIST

Item	Vendor Initials	Administration Review
A. Proposal*		
B. Non-Collusion Affidavit properly notarized		
C. Statement of Corporation Ownership/Stockholder Disclosure *		
E. Mandatory Affirmative Action Language		
F. Americans with Disabilities Act		
G. Affirmative Action Compliance Notice		
H. MWBE Questionnaire		
I. Employee Information Report (or Form AA302)		
J. Business Registration Certificate		
K. Bid Guarantee*		
L. Acknowledgment of Receipt of Addenda*		
M. Original signature(s) on all required forms.		

Failure to include items marked with an asterisk () with the proposal will result in automatic rejection of the proposal.

NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
CITY OF JERSEY CITY ss:

I certify that I am _____

of the firm of _____

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

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

(Signature of Respondent) _____

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY _____ OF 20_____

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20 .

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

PUBLIC DISCLOSURE INFORMATION

N.J.S.A. 52:25-24.2 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation’s stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria has been listed.

STOCKHOLDERS:

Name	Address	% owned

SIGNATURE : _____

TITLE: _____

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY _____ OF 20_____

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20____

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

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

Jeana F. Abuan
Affirmative Action Officer, Public Agency Compliance Officer
Department of Administration
Office of Equal Opportunity/Affirmative action
280 Grove Street Room-103
Jersey City NJ 07302
Tel. #201-547- 4533
Fax# 201-547-5088
E-mail Address: abuanJ@jcnj.org

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

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

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

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

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

Representative's Name/Title (Print): _____

Representative's Signature: _____

Name of Company: _____

Tel. No.: _____

Date: _____

Sample Letter of Federally Approved Affirmative Action Plan

U.S. Department of Labor

Employment Standards Administration
Office of Federal Contract
Compliance Program



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

February 27, 19__

Reply to the attention of:

President

Dear

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

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

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

Sincerely,

Area Office Director



State of New Jersey

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

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

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

ISSUANCE OF CERTIFICATE OF EMPLOYEE INFORMATION REPORT

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

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

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

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

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

Sample Certificate of Employee Information Report

VOID

Certification _____

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor listed includes has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.3 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of _____.



State Treasurer

VOID

Sample Employee Information Report Form AA302

Form AA302
Rev. 11/11

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

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT LEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: <http://www.state.nj.us/treasury/contract/compliance/pdf/aa302r11v.pdf>

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY _____ 2. TYPE OF BUSINESS
 1. MFG 2. SERVICE 3. WHOLESALE
 4. RETAIL 5. OTHER _____ 3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY _____

4. COMPANY NAME _____

5. STREET _____ CITY _____ COUNTY _____ STATE _____ ZIP CODE _____

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

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

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

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

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

Official Use Only

DATE RECEIVED _____ NAUG. DATE _____ ASSIGNED CERTIFICATION NUMBER _____

SECTION B - EMPLOYMENT DATA

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

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

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

13. DATES OF PAYROLL PERIOD USED
 From: _____ To: _____

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

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

SECTION C - SIGNATURE AND IDENTIFICATION

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

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

Sample Employee Information Report Form AA302

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

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

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

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

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

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

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

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

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

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

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

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

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

Racial/Ethnic Groups will be defined:

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

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

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

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

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

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

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

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

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

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

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

TYPE OR PRINT IN SHARP BALL POINT PEN

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

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

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

Sample Duplicate Certificate of Employee Information Report Request

Form Duplicate Cert.
Rev. 11/11

Print Form



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

DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

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

SECTION A - COMPANY IDENTIFICATION

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

SECTION B - SIGNATURE AND IDENTIFICATION

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

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

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE:	DIVISION OF REVENUE DLN #:

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

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

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

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

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

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



State of New Jersey

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

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

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

RENEWAL NOTICE

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

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

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

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

(AA-02 Rev. Mar-10)

**NEW INSTRUCTIONS FOR COMPLETING THE
EMPLOYEE INFORMATION REPORT (FORM AA302) RENEWAL
DISREGARD INSTRUCTIONS ON PRE-PRINTED FORM REV. 1/00**

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

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

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

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

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

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

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

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

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

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

ITEM 10 - Not Applicable.

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

Racial/Ethnic Groups will be defined:

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

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

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

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

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

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

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

ITEM 14 - Not Applicable.

ITEM 15 - Not Applicable.

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

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

TYPE OR PRINT IN SHARP BALL POINT PEN

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

NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
P.O. Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY

Division of Public Contracts Equal Employment Opportunity Compliance

DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

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

SECTION A - COMPANY IDENTIFICATION

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

3. COMPANY NAME

4. STREET	CITY	COUNTY	STATE	ZIP CODE
-----------	------	--------	-------	----------

5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE

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

SECTION B - SIGNATURE AND IDENTIFICATION

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

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

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

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE:	DIVISION OF REVENUE DLN #:
----------------	----------------------------

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

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

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

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

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

INSTRUCTIONS

VENDOR ACTIVITY SUMMARY REPORTS

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

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

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

Street _____ City _____ County _____ State _____ Zip Code _____

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

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

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

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

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. 5121 01 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print: _____
Representative's Signature: _____
Name of Company: _____
Tel. No.: _____ Date: _____

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : _____

Address : _____

Telephone No. : _____

Contact Name : _____

Please check applicable category :

Minority Owned Business (MBE) Minority & Woman Owned Business (MWBE)
 Woman Owned business (WBE) Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: _____

Address: _____

Telephone No. : _____

Contact Name: _____

Please check applicable category:

_____ Minority Owned Business (MBE)

_____ Minority & Woman Owned
Business (MWBE)

_____ Woman Owned business (WBE)

_____ Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

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

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

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

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

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

**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND GAMING SERVICE CONTRACTORS**

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TAXPAYER IDENTIFICATION NUMBER: 571-047-322500
ADDRESS: 247 ROBINSON AVE
TRENTON, NJ 08611
ISSUANCE DATE: 02/14/04

Trade Name: _____
Client Registration Number: _____

Jed & Leahy

**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name: _____
Address: 247 ROBINSON AVE
TRENTON, NJ 08611
Certificate Number: 1053907
Date of Issuance: October 14, 2004

For Office Use Only:
20041014112023623

**CITY OF JERSEY CITY
ADDENDUM ACKNOWLEDGEMENT FORM
REQUEST FOR PROPOSALS FOR
SNACK BAR CONCESSION AT PERSHING FIELD ATHLETIC COMPLEX**

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

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

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

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Name of Vendor: _____

Street Address: _____

City, State, Zip: _____

Authorized Signature: _____

Date: _____

BID GUARANTEE

Attach herewith is a: (Check one)

- Certified Check
- Cashier's Check
- Bid bond

In the amount of \$5,000.

The undersigned agrees that this check or bond is to be forfeited as liquidated damages and not as a penalty, if the contract is awarded to the undersigned and he shall fail to execute the contract for the project or forward the bond required within the stipulated time. Otherwise, the check or bond will be returned to the undersigned.

Each bid shall be accompanied by a certified check, cashier's check or bid bond in the amount of \$5,000. No cash will be accepted. The Vendor's bond shall be made by a surety company qualified to do business in the State of New Jersey and must be signed by an officer or agent of the surety company authorized to execute the Bid Bond on behalf of the surety company. Include with the bond such documents which indicate that the officer or agent is authorized to execute the bid bond. If a certified check is offered as a guarantee, it shall be made payable to the City of Jersey City.

Appendix A: City of Jersey Resolution 14.669 (“Healthy Food Resolution”)

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14-669

Agenda No. 10.Y

Approved: OCT 08 2014



TITLE: A RESOLUTION ESTABLISHING HEALTHY FOOD AND BEVERAGE GOALS FOR VENDING MACHINES IN MUNICIPALLY OWNED FACILITIES AND FOR CITY-SPONSORED MEETINGS AND EVENTS

WHEREAS, the City of Jersey City is committed to providing an environment that is conducive to improving the health of its employees and residents; and

WHEREAS, in an effort to combat childhood obesity, the City has joined First Lady Michele Obama's program, Let's Move! Cities, Towns and Counties (LMCTC) Campaign; and,

WHEREAS, New Jersey children between the ages of two and five have one of the highest obesity rates in the United States of America; one in three children between the ages of ten and seventeen are overweight or obese in New Jersey, and one in four adults in New Jersey are obese and therefore at risk for many chronic conditions including diabetes, heart disease, cancer, arthritis, stroke and hypertension; and,

WHEREAS, more children are being diagnosed with diseases linked to being overweight and obese previously seen only in adults, such as Type II Diabetes and heart disease; and

WHEREAS, people who regularly consume one or more sodas or sugar-sweetened beverages per day are more likely to be overweight or obese; and

WHEREAS, children learn bad dieting habits from their parents and other adults; and

WHEREAS, the City can help to break the cycle of unhealthy eating by ensuring that healthier snack foods are made available to City employees working in City-owned facilities, participants in City programs using City-owned facilities and guests visiting City-owned facilities.

NOW THEREFORE BE IT RESOLVED that the City of Jersey City will adopt the following goals to ensure that healthier food choices are available in City-owned facilities:

A. VENDING MACHINES

The City shall set the goal that at least 50% of snacks sold in vending machines on City property will meet the following specified nutrition standards based on nationally recognized and accepted guidelines by the end of 2015:

- Snacks sold in vending machines on City property should have no more than 35% of their calories from total fat (with the exclusion of nuts and seeds: snack mixes and other foods of which nuts and seeds are a part must meet the 35% standards),
- Snacks sold in vending machines on City property should have no more than 10% of their calories from saturated fat (excluding eggs and individual cheese packages),
- Snacks sold in vending machines on City property should have no more than 35% sugar by weight (excluding fruits and vegetables), and
- Snacks sold in vending machines on City property should have no more than 250 calories per serving or per portion.

B. BEVERAGES

The City shall set the goal that at least 50% of beverages sold in vending machines on City property should meet the following specified nutrition standards based on nationally recognized and accepted guidelines by the end of 2015:

TITLE:

- 50% of beverage vending machines on City property should offer drinking water without added sweeteners,
- 50% of beverage vending machines on City property should offer beverages that contain at least 50% fruit and vegetable juices without added sweeteners, and a selection of 100% fruit or vegetable juices,
- 50% of beverage vending machines on City property should offer Electrolyte Replacement beverages that contain no more than 42 grams of added sweetener per 20-ounce serving, and
- Included in the 50% of beverage vending machines should be machines that offer non-caloric beverages, such as coffee or tea.

C. MEETINGS AND EVENTS

Foods and beverages purchased with City funds and served at regularly scheduled City-sponsored meetings and events should include no less than one option meeting the aforementioned standards, and a healthier food option should be included at regularly scheduled City-sponsored meetings and events where food entrees are provided.

D. THE CITY'S DEPARTMENT OF HEALTH & HUMAN SERVICES (HHS) TO PROVIDE GUIDANCE ON IMPLEMENTATION

To assist in the implementation of these goals, the City's Department of Health & Human Services (HHS) will designate staff to train City employees on the aforementioned nutrition standards. HHS will also provide recommendations on how City officials can choose healthier food options at special events.

In addition, HHS will provide educational resources to teach residents about on healthy food identification.

The City of Jersey City shall support and encourage the development of healthy food and beverage policies of other local agencies in an effort to foster more healthy food awareness.

Content included in this resolution shall be updated as State nutrition standards or new nationally recognized recommendations for healthier food options are developed.

JJH/
9-30-14

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.8.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI		ABSENT		YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any Resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the Resolution.

Full Title of Resolution

A RESOLUTION ESTABLISHING HEALTHY FOOD AND BEVERAGE GOALS FOR VENDING MACHINES IN MUNICIPALLY OWNED FACILITIES AND FOR CITY-SPONSORED MEETINGS AND EVENTS

Initiator

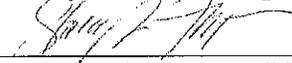
Department/Division	Health & Human Services	Administrative Unit
Name/Title	Margaret DeVico	Policy & Communications Coordinator
Phone/email	(201) 547 6517	mdevico@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The purpose of this resolution is to establish standards for healthy food and beverage options in vending machines located on city property. The goal is to align these food offerings more closely with national guidelines for healthy workplaces, and to achieve a Gold Medal in the White House’s “Let’s Move! Cities, Towns, and Communities” program.

I certify that all the facts presented herein are accurate.



Signature of Department Director

09/19/2014
Date

Appendix B: Photos of Existing Snack Bar Area













