

**CITY OF EAST ORANGE
OFFICE of the CITY ADMINISTRATOR
DIVISION OF PROCUREMENT
EAST ORANGE, NJ 07018
(973) 266-5162**



REQUEST FOR PROPOSAL

**OPERATION/MANAGEMENT SERVICES FOR THE
RESTAURANT and/or PRO-SHOP
AT THE EAST ORANGE GOLF COURSE**

FAIR & OPEN PUBLIC SOLICITATION

RFP SUBMISSION DEADLINE:

- **DATE:** TUESDAY, APRIL 5, 2016
- **TIME:** 11:00 AM
- **PLACE:** CITY COUNCIL CHAMBERS
44 CITY HALL PLAZA
EAST ORANGE, NJ 07018

PRE-PROPOSAL CONFERENCE:

- **DATE:** THURSDAY, MARCH 24, 2016
- **TIME:** 11:00 AM
- **PLACE:** CITY COUNCIL CHAMBERS
44 CITY HALL PLAZA
EAST ORANGE, NJ 07018

NOTICE OF RFP

**TO ALL INTERESTED PARTIES, PLEASE BE ADVISED THAT THE CITY OF EAST ORANGE,
NEW JERSEY, WILL BE ACCEPTING PROPOSALS IN RESPONSE TO A REQUEST FOR
PROPOSALS FOR THE FOLLOWING:**

**R.F.P. TO SECURE THE SERVICES OF A VENDOR TO OPERATE AND MANAGE THE
RESTAURANT AND/OR PROSHOP AT THE EAST ORANGE GOLF COURSE
FOR A PERIOD NOT TO EXCEED TEN YEARS:**

The City of East Orange, located at 44 City Hall Plaza, East Orange, New Jersey is seeking Proposals from a vendor to operate the a Pro-shop and/or Restaurant at the City of East Orange Golf Course. Services shall be provided for a five (5) year term with the option to extend the contract for an additional five (5) year term. Candidates are required to comply with the Local Public Contracts Law, N.J.S.A. 40A:11-1, the Pay to Play Law, N.J.S.A. 19:44A-20.5, et seq. along with all related regulations promulgated thereunder.

PROPOSALS must be received by the City of East Orange Division of Procurement no later than 11:00 a.m. on Tuesday, April 5, 2016 and must be mailed or hand-delivered to the East Orange Division of Procurement; Attention: Lisa L. Jackson, Purchasing Agent, 44 City Hall Plaza, East Orange, New Jersey 07018. Telephone number: (973) 266-5162.

A highly recommended pre-submission conference will be held in the East Orange Council Chambers at 11:00 a.m. on Thursday, March 24, 2016.

PROPOSALS FORWARDED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED. PROPOSALS SENT EITHER BY MAIL OR COURIER SERVICE MUST BE RECEIVED BY THE DIVISION OF PROCUREMENT NO LATER THAN 11:00 A.M. ON TUESDAY, APRIL 5, 2016 THE CITY SHALL NOT BE RESPONSIBLE FOR THE LOSS, NON-DELIVERY, OR PHYSICAL CONDITION OF PROPOSALS SENT BY MAIL OR COURIER SERVICE. PROPOSALS MUST BE SUBMITTED INDIVIDUALLY IN A SEALED ENVELOPE.

The successful proposal will be the one that is most advantageous to the City. This determination will be based on price and other factors which are set forth at length in the Body of this Request for Proposals.

General Information

1.1 Background

Located in Millburn, New Jersey, the East Orange Golf Course was originally designed by world renowned Architect Tom Bendelow in 1926. The Course is currently undergoing extensive renovations under the watchful eye of leading golf course Architect Stephen Kay. According to Kay, the City of East Orange is “creating a player-friendly and aesthetically appealing golf course that will be affordable and allow for an enjoyable pace of play”. As part of the renovations, all greens are being resodded with bent grass, a new irrigation system is being installed and all of the course’s tees and bunkers are being rebuilt. The renovations will also result in the creation of a practice range. When completed, the golf course will be a par 70 and span a total of 5,600 yards.

At present, plans have been completed for the demolition of a structure that currently houses the course’s clubhouse and restaurant. Plans for the construction of 6,000 square foot new state of the art facility that will house a restaurant, pro-shop and club house have been prepared and approved by the City’s governing body. Construction will start shortly and the facility should be completed no later than July 1, 2016.

1.2 Purpose and Intent

This request for proposal (RFP) is issued by the City of East Orange to secure the services of a vendor who will operate and manage a restaurant and/or pro-shop housed within a 6,000 square foot facility at the East Orange Golf Course. A floor plan along with construction plans for the facility are available for download by visiting the following link: <http://eastorange-nj.gov/for-residents/city-departments/procurement/>.

It is the goal of the City to select a vendor with the requisite experience, expertise and demonstrated financial capacity to operate and manage a restaurant and/or golf pro-shop. The winning vendor will be required to enter into a five (5) year license agreement. The agreement will provide for an optional five (5) year term that can be exercised at the request of the vendor with the City’s approval. As consideration for entering into the license agreement, the successful vendor shall pay the City an annual license fee.

The City will review proposals only from those persons and/or firms that submit proposals that include all requisite information.

1.3 Procurement Process

A highly recommended pre-submission meeting will be held at in the East Orange City Council Chambers at 11:00 A.M. on Thursday, March 24, 2016. This meeting is designed to provide a structured and formal opportunity for vendors to view the location of the subject facility and to ask any questions they have concerning the proposal. The last day to submit questions is **March 28, 2016** by or before **12:00 p.m.**

Each vendor must submit one (1) complete original proposal along with four copies. Each vendor shall also submit an additional copy of their proposal in an electronic format on a CD-ROM or similar device. Proposals must comply with the format set forth within this RFP. The City reserves the right to reject non-conforming proposals.

Please direct any and all questions, inquiries and/or objections to this proposal to the City's Purchasing Agent at the following address:

Lisa L. Jackson, QPA
East Orange Procurement Department
44 City Hall Plaza
East Orange, New Jersey 07018
lisa.jackson@eastorange-nj.gov

Aside from the pre-submission meeting, all questions and inquiries concerning this RFP must be placed in writing. To the extent there is an objection to the contents of this RFP, the objection must be placed in writing and submitted no later than 12:00 p.m. March 28, 2016. Untimely objections will not be considered.

Proposals must be received by the City of East Orange Division of Procurement no later than 11:00 a.m. on April 5, 2016 and must be mailed or hand-delivered to the East Orange Office of Procurement, Department; Attention: Lisa Jackson, Purchasing Agent, 44 City Hall Plaza, East Orange, New Jersey 07018. Telephone number: (973) 266-5162.

1.4 Miscellaneous Information

1.4.1 Revisions to the RFP

In the event it becomes necessary to clarify or revise this RFP, the clarification and/or revision shall be by addendum. To the extent an addendum is required, it will be distributed to all vendors who retrieved the initial RFP and/or attended the pre-submission meeting. Notice of the addenda will also be published on the City of East Orange's web site. Vendors bear responsibility for checking the City's web site to inquire if any addendums have been issued.

1.4.2 Point of Contact

This RFP is issued by the East Orange Procurement Department. Lisa L. Jackson, the Director of that Department, shall be the sole point of contact for vendors in connection with this RFP.

1.4.3 Cost Liability

Each Qualification Statement and all information required to be submitted pursuant to the RFP shall be prepared at the sole cost and expense of the Respondent. There shall be no claims whatsoever against the City, its officers, officials or employees for reimbursement for the payment of costs or expenses incurred in the preparation of the Qualification Statement or other information required by the RFP.

1.4.4 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:

- A. To determine that any proposal received complies or fails to comply with the terms of this RFP.

- B. To supplement, amend or otherwise modify the RFP through issuance of addenda to all prospective Respondents who have received a copy of this RFP.
- C. To waive any technical non-conformance with the terms of this RFP.
- D. To change or alter the schedule for any events called for in this RFP upon the issuance of notice to all prospective Respondents who have received a copy of this RFP.
- E. To conduct investigations of any or all of the Respondents, as the City deems necessary or convenient, to clarify the information provided as part of a proposal and to request additional information to support the information included in any proposal.
- F. 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 Respondents.

1.4.5. Public Record

Every proposal will be publicly opened and become public record. As public records, all bid proposals shall be made available for public inspection in accordance with New Jersey's Open Public Records Act. N.J.S.A. 47:1A-1.

1.4.6. Price Alteration

All prices contained in vendor proposals must be typed or written in numerical form and spelled out. For example, the number \$100,000 would also have to be spelled out in long form as One Hundred Thousand. Any price changes must be initialed. Ambiguities stemming from a vendor's failure to comply with these provisions may result in his proposal being rejected by the City of East Orange.

1.4.7. Joint Venture

To the extent a joint venture is submitting a proposal, the agreement between the parties setting for the terms and conditions of the joint venture shall be appended to their proposal. In addition, authorized signatures from each party to the joint venture must be included with the proposal. Principals of each entity that comprises the joint venture must be identified. A separate pay to play disclosure statement, ownership disclosure form, affirmative action/employee information report and a foreign corporation registration, if applicable, must be supplied for each party to the joint venture.

The Proposal

Vendors may submit a proposal to manage the restaurant and pro-shop. Vendors also have the option of submitting a proposal to manage either the restaurant or pro-shop. Irrespective of the option they choose, all proposals shall be divided into the following four sections:

2.1 Forms (Part I)

2.1.1. Affirmative Action Employee Information Report

The bidder must complete the attached Affirmative Action Employee Information Report, a copy of which is attached to this RFP as Exhibit A. As an alternative, a vendor must supply

either a New Jersey Affirmative Action Certificate or evidence that the vendor is operating under a federally approved or sanctioned affirmative action program.

2.1.2. Business Registration Reporting

Proof of valid business registration with the Division of Revenue, Department of Treasury, State of New Jersey, shall be submitted by the vendor with its proposal. If this contract is awarded to a foreign corporation it shall be afforded seven (7) days to register with the New Jersey Division of Revenue.

2.1.3 Pay to Play

All proposals are subject to the provisions of N.J.S.A. 19:44A-20.13 and N.J.S.A. 19:44A-20.26, et seq. To that end, all vendors shall submit the following forms with their proposal: ownership disclosure form (see Exhibit B), Contractor Certification and Disclosure of Political Contributions Form (see Exhibit C). Failure to file these forms or otherwise comply with the aforementioned statute will be fatal to a vendor's proposal.

2.1.4. Insurance

Vendors shall submit proof that they have the following policies of insurance:

- General Liability Insurance (A minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$1,000,000 for property damage or a combined single limit of \$2,000,000)
- Automobile Liability (A minimum of \$1,000,000 for bodily injury and minimum of \$1,000,000 per occurrence for property damage or a combined single limit of \$2,000,000)
- Workers Compensation (Amount Required by State Law)
- Dram Shop or Liquor Liability Insurance (A minimum limit of \$2,000,000 per occurrence)

2.2. Background Information / Organizational Structure. (Part 2)

2.2.1. Each vendor shall submit responses to the following questions:

- i. How many years has your organization been in business under its present name?
- ii. Under what other or former names has your organization operated?
- iii. If your organization is a corporation, provide the following information: date of incorporation, state of incorporation, identify all current corporate officers.
- iv. If your organization is a partnership, provide the following information: date of organization, type of partnership, and name's of general partners.
- v. If your organization is individually owned, provide the following information: date of organization and name of owner.
- vi. Has your organization ever failed to complete any contract that was awarded to it? To the extent you answer this question in the affirmative please detail the contract(s) that you failed to perform along with your reasons for non-performance.
- vii. List any and all judgments, claims, arbitration proceedings and/or lawsuits pending or outstanding against your organization or its officers.

- viii. Has your organization been party to any lawsuits or arbitration hearings concerning contractual disputes over the previous five (5) years? If so please detail the nature of the dispute along with the manner within which it was resolved.
- ix. Has your organization and/or any of its officers or owners ever been convicted of a crime or are they presently the target of a criminal or administrative investigation.
- x. Has your organization and/or any of its officers or owners been debarred or suspended from contracting with the Federal Government, a State Government, A county Government or a local government? If so please detail the length and reason given for the suspension or debarment.
- xi. Does your organization or any of its officers or owners currently possess a liquor license within the State of New Jersey? If so please detail the date the license(s) was issued and the location where it is used.
- xii. Has your organization or any of its officers or owners ever attempted to obtain a liquor license within the state of New Jersey and been denied? If so please detail the date and reason the application was denied.
- xiii. Has your organization or any of its officers or owners ever possessed a liquor license within the state of New Jersey that was revoked? If so please detail the date and reason the license was revoked.

- 2.2.2. Vendors shall provide an organizational chart depicting their entire organizational Structure. At a minimum , the chart should identify the key personnel (along with resumes) who will be charged with ensuring that the vendor fulfills its obligations with respect to this RFP.
- 2.2.3. Vendors shall also describe in detail its experience in providing the services required of it by this RFP. At a minimum vendors are required to detail their experience managing a restaurant and/or golf pro-shop at a similarly sized facility. The vendor's response should: identify the location where the service was provided, the entity who the service was provided for, the terms and conditions of any underlying contract, the duration of the service and the nature of the service that was provided. Vendors may also identify other similar facilities they have operated and/or managed.
- 2.2.4. Each vendor must prove that it has the financial wherewithal to fulfill the terms and conditions of this RFP. To that end, vendors shall submit the following information:
- i. The name and address of the vendor's primary bank along with the identity of the chief banking representative handling the vendor's account.
 - ii. The vendor's EIN Number.
 - iii. Certified audited financial statements detailing the bidder's assets, liabilities, net worth, revenues, expenses and cash flow for the most recent three (3) years.

2.3 Technical Proposal (Part 3)

A Vendor shall describe in detail its plan and approach for fulfilling the requirements set forth in the RFP and related agreement.

At a minimum the vendor selected to operate the pro-shop will be required to provide the following services: Provide Golf Merchandise for Sale, be capable of securing special order merchandise, provide an attendant for the pro-shop, provide golf clubs that are available for rental, provide golf instruction by a pro or certified golf instructor, assist with the scheduling and operation of golf tournaments. With respect to their role in connection with tournaments, the successful vendor will entitled to 5% of the gross revenue generated by the tournament. This figure shall not include revenue attributable to the restaurant.

The vendor selected to operate the restaurant shall do so with an emphasis on lunch and dinner business for golfers and non-golfers as well as hosting banquets for golf tournaments and other special events and occasions. As the exclusive food and beverage provider at the site, the vendor will also be required to develop a system to provide and food and beverages to golfers while they are on the golf course.

Each proposal shall contain a complete description of how the bidder intends to perform if awarded this contract. By way of example and not limitation, a vendor's response should address the following factors:

- i. The proposal should include a sales and marketing plan. This portion of the proposal should detail how the vendor will market and promote the restaurant and/or golf pro-shop at the East Orange Golf Course. The sales and marketing plan should clearly outline objectives and contain a definitive timetable as to when those objectives will be

- obtained. Finally, the marketing plan should detail the resources (personnel and other) that the vendor will employ with respect to the sales and marketing plan.
- ii. Vendors shall present sample menus and pricing for the restaurant. The menus should reflect pricing for lunch, dinner, catering and special events that are hosted at the facility. Vendors should also detail the full spectrum of goods and services that will be offered at the restaurant.
 - iii. Vendors shall submit a list of items and services that will be offered for sale at the pro-shop.
 - iv. Vendors shall provide a detailed statement concerning their plans to “build out” the restaurant and/or pro-shop. The plans should include a construction timetable, initiation dates, completion dates and a rendering of how the restaurant and pro-shop will appear when the build-out is complete. Vendors shall also detail the amount of their intended capital contribution to the build out process.
 - v. Vendors shall detail the months, days and hours of operation for the pro-shop and/or restaurant.
 - vi. Vendors shall include a description of the fixtures and equipment they will use in the restaurant and/or pro-shop.
 - vii. Vendors shall set forth any potential problems they anticipate encountering while fulfilling their obligations under this RFP and a related agreement. For each problem listed, vendors should include a proposed solution.
 - viii. Vendors shall indicate whether they intend on securing a liquor license and if so their plans for obtaining same.
 - ix. Vendors shall detail the procedures and policies for booking special events. At a minimum, vendors shall detail the types of special events they intend on hosting along with their policies concerning deposits, cancellations and refunds.
 - x. Vendors shall also indicate what if any food and/or beverage services they will provide to persons while on the golf course as well as their plans for delivering same.
 - xi. Vendors shall detail the POS or similar system they will use to make and track sales.
 - xii. Vendors shall detail the manner within which they will assist with the scheduling, organization and operation of golf tournaments.

2.4 Financial Proposal (Part 4)

Vendors shall be required to submit a proposed financial arrangement for operation and management of the restaurant and/or pro-shop with the City, which may include, but not limited to, investment in equipment, furnishings and fixtures and annual license fee. **The minimum annual license fee for the restaurant for a five year (5) term is \$3,000 per month for the first two years and \$4000 per month for years three, four and five.**

Should the City and Vendor exercise an option to extend the contract for a five (5) year term, the minimum annual license fee for the restaurant for the second five year term shall be; \$5,000 per month for years six, seven and eight and \$6,000 per month for years nine and ten.

Payments will be paid in monthly or quarterly installments; or any other financial arrangement.

Pro-Shop and Restaurant

Proposed Financial Arrangement:

Amount of Initial Investment for Furniture & Fixtures _____
Proposed Term and Annual License Fee _____

Pro-Shop

Proposed Financial Arrangement:

Amount of Initial Investment for Furniture & Fixtures _____
Annual License Fee _____

Restaurant

Proposed Financial Arrangement:

Amount of Initial Investment for Furniture & Fixtures _____
Proposed Term and Annual License Fee _____

To the extent the facility where the vendor will operate is not complete, vendor's license will not be required until the buildout of either the restaurant or pro-shop is complete and operations have commenced.

Evaluation and Selection Process

- 3.0 The City will consider Proposals only from Vendors that, in the City's sole judgment, have demonstrated the capability and willingness to provide high quality services in the manner described in this RFP.

Proposals will be evaluated by the City on the basis of which is the most advantageous, price, experience and other factors considered. The evaluation will consider:

- (a) The amount of the vendor's proposed financial arrangement; (30%)
- (b) Whether the vendor has the financial wherewithal to satisfy the requirements set forth in this RFP; (20%)
- (c) Whether the vendor has the experience and organizational structure to satisfy the requirements of this RFP; (15%)
- (d) The quality of the vendor's overall plan to meet the requirements set forth in this RFP; (35%).

The City will select the most advantageous Proposals based on all of the evaluation factors set forth in this RFP. The City will make the award(s) that is in the best interest of the City.

The successful vendors shall be determined by a review committee that consists of employees of the City of East Orange. The review committee will make a recommendation to the City's Governing Body who will ultimately award a contract to the successful vendor (s).

AGREEMENT TERMS AND CONDITIONS

- 4.0 The license agreement will consist of an executed license agreement, this RFP, any addendum to this RFP and the winning vendor's proposal. The vendor shall agree to all of the material terms and conditions of the license agreement. To the extent there is a conflict between any of the aforementioned items, the RFP published by the City of East Orange will control.
- 4.1 This contract may not be assigned to any other entity.
- 4.2 The successful vendor shall indemnify the City of East Orange, its employees and/or assigns for any suits filed in connection with services performed in connection with this RFP.
- 4.3. Alcohol License. The successful vendor shall be allowed to and is in fact encouraged to apply for and obtain a liquor license for use at the facility. Neither this RFP nor any addendum hereto shall be construed as a guarantee that the successful vendor will in fact be awarded a liquor license.
- 4.4. Maintenance and Repairs. The successful vendor shall be responsible for performing all maintenance and repairs in the area it occupies. The City of East Orange shall be responsible for any structural repairs that are required.
- 4.5. Utilities. The successful vendor shall be responsible for paying for all utilities that service the area it occupies.
- 4.6. Signage. The concessionaire is free to erect signage at the subject property. Proposed signs must be submitted to the City of East Orange for approval, which shall not be unreasonably withheld.
- 4.7. Exclusive Rights. The successful vendor will have exclusive rights to sell food, alcohol and athletic apparel at the East Orange Golf Course.
- 4.8. The City of East Orange shall have the right to select four dates per year when they will have priority to use the East Orange Golf Course Restaurant. The City shall select these dates by informing the vendor in writing no later than January 7. The City will be required to pay ordinary rates for the usage of the facility.

4.9. Financial Records:

The successful vendor agrees to maintain financial records pertaining to all matters relative to this contract in accordance with generally accepted accounting principles, procedures and standards and to retain all records and supporting documentation applicable to this contractor for a period of two (2) years after the conclusion of its agreement with the City of East Orange. In the event the successful vendor ceases operations, it shall immediately turn over to the City all financial records relating to its agreement with the City.

The successful vendor also agrees to permit the City or the City's designee to audit and inspect its records and books relative to its agreement with the City upon forty-eight (48) hours prior written notice. Upon receipt of a request by the City, the vendor shall deliver all of its books and records to the City's Business Administrator at East Orange City Hall.

5.0 Cooperation Regarding Golf Tournaments. To the extent different vendors are selected to operate the restaurant and pro-shop, they agree to cooperate with respect to the scheduling of golf tournaments. In that vein, they will be required to maintain a master schedule that details all special events scheduled at the restaurant. Both vendors shall have access to the master schedule.

**CITY OF EAST ORANGE
CHECKLIST**

**OPERATION/MANAGEMENT SERVICES FOR THE
RESTAURANT and/or PRO-SHOP
AT THE EAST ORANGE GOLF COURSE**

SUBMISSION DATE:

TUESDAY, April 5, 2016 – 11:00 AM

<i>The following items are required with the receipt of sealed submissions:</i>	Read, Signed & Submitted Respondent's
<u>Initials</u>	
1. Submission Form	_____
2. Non-Collusion Affidavit	_____
3. Disclosure of Ownership	_____
4. Insurance Requirement Acknowledge Form	_____
5. Mandatory Equal Employment Opportunity Notice Acknowledgement	_____
6. Copy of your Certificate of Employee Information Report	_____
7. Copy of your Business Registration Certificate as issued by the State of New Jersey, Department of Treasury, Division of Revenue	_____
8. Professional Service Entity Information Form	_____
9. Acknowledgement of Corrections, Additions or Deletions Form	_____
10. Business Entity Disclosure Certification	_____

Reminder:

Please submit one (1) original and four (4) additional sets of the sealed submission.

This checklist is provided for respondent's use in assuring compliance with required documentation; however, it does not necessarily include all specifications requirements and does not relieve the respondent of the need to read and comply with the specifications.

Name of Respondent: _____ Date: _____

By Authorized Representative:

Signature: _____

Print Name & Title: _____

CITY OF EAST ORANGE

**OPERATION/MANAGEMENT SERVICES FOR THE
RESTAURANT and/or PRO-SHOP
AT THE EAST ORANGE GOLF COURSE**

SUBMISSION FORM

1. Names and roles of the individuals who will perform the services and description of their education and experience with projects similar to the services contained herein including their education, degrees and certifications:

2. References and record success of same similar service:

3. Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff):

CITY OF EAST ORANGE
NON-COLLUSION AFFIDAVIT

State of _____
County of _____

ss:

I, _____ of the City of _____

in the County of _____ and State of _____ of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(Title or position) (Name of firm)

the bidder making this Proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the County of Somerset 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 or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide employees or bona fide established commercial or selling agencies maintained by _____.
(name of contractor) (N.J.S.A. 52:34-25)

Subscribed and sworn to

before me this _____ day

of _____, _____.

Signature

Type or print name of affiant under Signature

Notary public of
My Commission expires _____.

CITY OF EAST ORANGE

STOCKHOLDER DISCLOSURE CERTIFICATION
N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)
FAILURE OF THE BIDDER/RESPONDENT TO SUBMIT THE REQUIRED
INFORMATION IS CAUSE FOR AUTOMATIC REJECTION

CHECK ONE:

- I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.
I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Legal Name of Respondent Business _____

Check which business entity applies:

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

Complete if the respondent is one of the 3 types of Corporations:

Date Incorporated: _____ Where Incorporated: _____

Business Address:

STREET ADDRESS CITY STATE ZIP
TELEPHONE # FAX # EMAIL

Listed below are the names and addresses of all stockholders, partners or individuals who own 10% or more of its stock of any classes, or who own 10% or greater interest therein.

NAME HOME ADDRESS
NAME HOME ADDRESS

CONTINUE ON ADDITIONAL SHEETS IF NECESSARY: Yes [] No []

Signature: _____ Date: _____

Printed Name and Title: _____

CITY OF EAST ORANGE

INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM

Certificate(s) of Insurance shall be filed with the City's Clerk's Office upon award of contract by the City Council. The minimum amount of insurance to be carried by the selected Vendor shall be as follows:

- General Liability Insurance (A minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$1,000,000 for property damage or a combined single limit of \$2,000,000)
- Automobile Liability (A minimum of \$1,000,000 for bodily injury and minimum of \$1,000,000 per occurrence for property damage or a combined single limit of \$2,000,000)
- Workers Compensation (Amount Required by State Law)
- Dram Shop or Liquor Liability Insurance (A minimum limit of \$2,000,000 per occurrence)

*Vendor / Firm shall not commence operations until City has been furnished original certificate(s) of Insurance and certified original copies of endorsements or policies of insurance in the amounts and/or minimum coverage(s) required in this proposal.

Acknowledgement of Insurance Requirement:

(Signature)	(Date)
(Printed Name and Title)	

CITY OF EAST ORANGE
EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the City and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the City files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the City, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the City and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program? Yes No
If yes, please submit a photo static copy of such approval.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the City as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes No
If yes, please submit a photo static copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the City. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

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

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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 Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**

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

The Contractor and the Owner, do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 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.

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:27

**GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

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

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

- (a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

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

Sample of Certificate



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

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

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:27 and agrees to furnish the required forms of evidence.

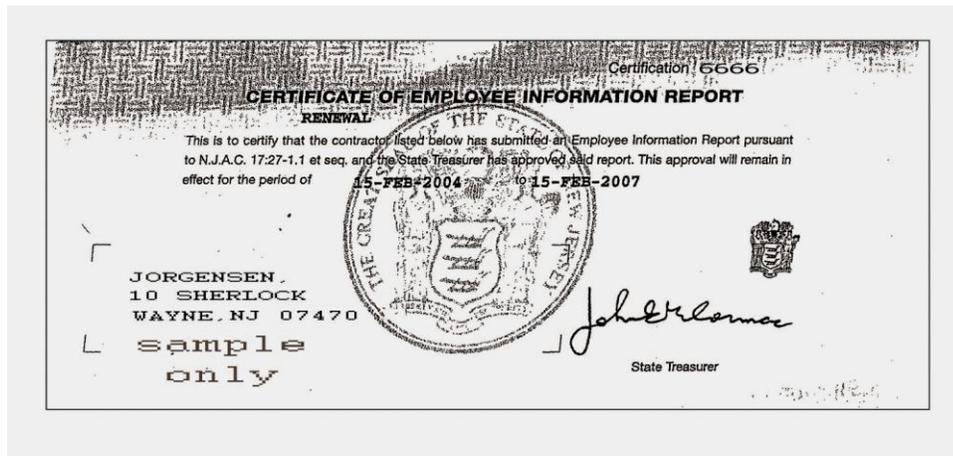
The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:27.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

**PLACE HERE
A COPY OF THE
CERTIFICATE OF
EMPLOYEE INFORMATION
REPORT**



**PLACE AFFIRMATIVE ACTION
(Form AA302)
EMPLOYEE INFORMATION REPORT
HERE**

ONLY IF YOU DO NOT HAVE THE
CERTIFICATE OF EMPLOYEE INFORMATION
TO ATTACH AT THIS TIME

October 20, 2004

Revised Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

** Construction Contracts (including public works related purchase orders)*

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2)*subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers or attest that none was used; and,
- 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

CITY OF EAST ORANGE

THESE ARE **SAMPLES** OF THE ONLY ACCEPTABLE
BUSINESS REGISTRATION CERTIFICATES.

FAILURE TO POSSESS A NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL

REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH THE
CITY OF EAST ORANGE.

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

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

TAXPAYER NAME: **TAX REGISTRATION TEST ACCOUNT**

TRADE NAME: **CLIENT REGISTRATION**

TAXPAYER IDENTIFICATION#: **970-097-382/500**

SEQUENCE NUMBER: **0107330**

ADDRESS: **847 ROEBLING AVE
TRENTON NJ 08611**

ISSUANCE DATE: **07/14/04**

EFFECTIVE DATE: **01/01/01**

FORM-BRC(08-01)

John S. Tully
Acting Director

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

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE
TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

CITY OF EAST ORANGE

PROFESSIONAL SERVICE ENTITY INFORMATION FORM

If the professional service Entity is an *INDIVIDUAL*, sign name and give the following information:

Name: _____

Address: _____

Telephone No.: _____ Social Security No.: _____

Fax No.: _____ E-Mail Address: _____

If individual has a TRADE NAME, give such trade name:

Trading As: _____ Telephone: _____

If the professional service Entity is a *PARTNERSHIP*, sign name and give the following information:

Name of Partners: _____

Firm Name: _____

Address: _____

Telephone No.: _____ Federal I.D. No.: _____

Fax No.: _____ E-Mail Address: _____

Social Security No.: _____

Signature of authorized Agent: _____

If the professional service Entity is an *INCORPORATED*, sign name and give the following information:

State under whose laws incorporated: _____

Location of principal office: _____

Telephone No.: _____ Federal I.D. No.: _____

Fax No.: _____ E-Mail Address: _____

Name of agent in charge of said office upon whom notice may be legally served.

Telephone No.: _____ Name of Corporation: _____

Signature: _____ By: _____

CITY OF EAST ORANGE
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

ADDENDUM NUMBER	DATE	ACKNOWLEDGE RECEIPT (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledged for: _____
(Name of Bidder)

By: _____

(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

FORM NOT REQUIRED IF NO ADDENDA ISSUED

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Requires Pursuant to N.J.S.A. 19:44A-20.8
CITY OF EAST ORANGE**

Part I-Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.I.2004, c.19 would bar the award of this contract in the one year period preceding December 20, 2005 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the City of East Orange as defined pursuant to N.J.S.A.19:44A-3(p), (q) and(r).

Mayor Lester E. Taylor, III	
Romal D. Bullock	Alicia Holman
Mustafa Al-M. Brent	Casim Gomez
Jacquelyn E. Johnson	Christopher D. James
Amy Lewis	Quilla E. Talmadge
Tyshammie L. Cooper	Theodore R. Green

Part II- Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address

Part 3 – Signature and Attestation:

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

Name of Business Entity: _____

Signed: _____ Title: _____

Print Name: _____ Date: _____

Subscribed and sworn before me this ____ day of _____, 2 _____.	_____ (Affiant)
My Commission expires: _____	_____ (Print name & title of affiant) (Corporate Seal)

**USE ADDITIONAL SHEET IF NECESSARY
CITY OF EAST ORANGE
REFERENCE SUBMITTAL FORM**

1.

Name	Title
Nature of Project	
Company	
Phone	Date

2.

Name	Title
Nature of Project	
Company	
Phone	Date

3.

Name	Title
Nature of Project	
Company	
Phone	Date

4.

Name	Title
Nature of Project	
Company	
Phone	Date