



TOWNSHIP OF NORTH BERGEN
PURCHASING DEPARTMENT
4233 KENNEDY BLVD
NORTH BERGEN, NJ 07047

REQUEST FOR PROPOSALS
CATERING SERVICES FOR TOWNSHIP EVENTS

Submission Deadline:
TUESDAY, APRIL 15, 2025 @ 11:00 a.m. prevailing time

RESPONDENT

Company Name: _____

Address: _____

Phone: _____

Email: _____

Name of Contact Person: _____

ADDRESS ALL PROPOSALS TO:
Carmen M. Borrell, Purchasing Agent
4233 Kennedy Boulevard Room B-5
North Bergen, NJ 07047



**TOWNSHIP OF NORTH BERGEN
DEPARTMENT OF PUBLIC AFFAIRS**

**4233 KENNEDY BOULEVARD
NORTH BERGEN, N.J. 07047**

Tel: 201-392-2040

Purchasing Department

Carmen M. Borrell

**TOWNSHIP OF NORTH BERGEN REQUEST FOR RFPs
RFP ADVERTISEMENT**

The Township of North Bergen, in the County of Hudson, State of New Jersey, hereby advertises for Competitive Contracting Request for Proposals ("RFP"). Sealed proposals will be received by the Purchasing Agent of the Township of North Bergen, in the County of Hudson, State of New Jersey, at the PURCHASING OFFICE, ROOM B-5, Municipal Building, 4233 Kennedy Boulevard, North Bergen, New Jersey on **Tuesday, April 15, 2025 at 11:00 AM** prevailing time at which time and place will be opened and read in public for:

**NORTH BERGEN TOWNSHIP
CATERING SERVICES FOR TOWNSHIP EVENTS**

RFP Specifications and Forms may be secured upon written request to:

Carmen M. Borrell
Purchasing Agent
Township of North Bergen
4233 Kennedy Boulevard, Room B-5, North Bergen, New Jersey 07047
Email: cborrell@northbergen.org

RFPs must be sealed, and the envelope to bear the following information:

**Title: Catering Services for Township Events
(Name and Address of the Vendor)**

Proposals must be delivered in person, by Federal Express, or by Express Mail Service. They will not be accepted after the date and time specified above.

If the New Jersey Business Registration Certificate is not submitted with the proposal, proposers must present it prior to the award of the contract.

All Contracts will be on standard form contracts available for inspection in the Law Department.

Respondents are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

The Township of North Bergen reserves the right to waive informalities and reject any and all proposals if it deems it in the Township's best interest.

Carmen M. Borrell
Purchasing Agent

SECTION 1: GENERAL INFORMATION & SUMMARY

1.1 ORGANIZATION REQUESTING PROPOSAL

Township of North Bergen
4233 Kennedy Boulevard
North Bergen, NJ 07047

1.2 CONTACT PERSON

Carmen Borrell, Purchasing Agent
4233 Kennedy Boulevard, Room B-5
North Bergen, NJ 07047
201-392-2040
cborrell@northbergen.org

1.3 PROCUREMENT PROCESS

This contract will be awarded 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 successful Respondent shall be bound by the requirements and terms contained in this RFP with regard to services performed, payments, indemnification, insurance, termination and applicable licensing provisions. Contract to be signed upon award.

1.5 SUBMISSION DEADLINE

Proposals must be submitted to and received by the Purchasing Department via mail or hand delivery by 11:00 A.M. prevailing time on Tuesday, April 15, 2025. Proposals will **NOT** be accepted by Fax transmission or E-Mail.

1.6 OPENING OF PROPOSALS

Proposals shall be opened in public at 11:00 a.m. prevailing time on Tuesday, April 15, 2025, in the Chambers Room, located at 4233 Kennedy Boulevard, North Bergen, NJ.

1.7 DEFINITIONS

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

“Township” - refers to the Township of North Bergen

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

“Respondent” or “Respondents” - refers to the interested persons and/or firm(s) that submit a Proposal.

“Vendor” or “Vendors” – refers to the interested persons and/or firm(s) that submit a Proposal.

1.8 PROPOSAL SUBMISSION ADDRESS

Township of North Bergen
Carmen M. Borrell, Purchasing Agent
4233 Kennedy Boulevard, Room B-5
North Bergen, NJ 07047

SECTION 2: INTRODUCTION AND GENERAL INFORMATION

2.1 INTRODUCTION AND PURPOSE

- 2.1.1** It is the intent and purpose of these specifications to solicit proposals for qualified restaurants and caterers to provide the Township with catering services for a variety of special events. The style of the events ranges from breakfast, outdoor picnics, pizza parties, BBQs, and seminars to award banquets. Attendance at events ranges from 10 to 800 people.
- 2.1.2** The Township reserves the right to accept proposals and **award contracts to multiple vendors as the Township deems in its best interest.**
- 2.1.3** The scope of services is set forth in section 4 of this document.
- 2.1.4** All terms and conditions contained herein shall be implemented within thirty (30) days of the award of the contract.

2.2 COMPETITIVE CONTRACTING

This contract will be awarded using competitive contracting pursuant to N.J.S.A. 40A:11-4.1 et seq.

The Township has structured a procurement process that seeks to obtain the desired services, while establishing a competitive environment to assure that each person and/or firm is provided an equal opportunity to submit a proposal in response to the RFP. Proposals will be evaluated 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.

2.3 TERM

The term of this contract will be for two (2) years commencing on the date of the adopted awarding resolution. The Township reserves the exclusive option of extending the Contract to be awarded for one two-year or two one-year periods on the same terms and conditions as specified in the Contract. See N.J.S.A. 40A:11-15, as amended.

2.4 EVALUATION COMMITTEE

A Township Committee will review and evaluate proposals to determine whether the Respondent has met the professional, administrative, and subject areas described in this RFP.

2.5 PROCUREMENT SCHEDULE

The steps involved in the process and the anticipated completion dates are set forth in the Procurement Schedule below. The Township reserves the right to, among other things, amend, modify or alter the Procurement Schedule upon notice to all potential Respondents.

<u>Activity</u>	<u>Date</u>
1. Issuance of Request for Proposals	Monday, March 24, 2025
2. Receipt of Proposals	Tuesday, April 15, 2025
3. Completion of Evaluation of Proposals	Tuesday, April 29, 2025
4. Award of Contract	Wednesday, May 7, 2025

2.6 ADDENDA OR AMENDMENTS TO RFP

During the period provided for the preparation of responses to the RFP, the Township pursuant to N.J.S.A. 40A:11-23(c) may issue addenda, amendments or answers to written inquiries. Those addenda will be noticed by the Township and will constitute a part of the RFP. All responses to the RFP shall be prepared with full consideration of the addenda issued prior to the Proposal submission date.

All communications concerning this RFP or the RFP process shall be directed to Carmen Borrell, in person, in writing, or via e-mail (see section 1.2). All addenda and responses will be posted to the Township website at www.northbergen.org

Subsequent to the issuance of this RFP, the Township (through the issuance of addenda) may modify, supplement or amend the provisions of this RFP in order to respond to inquiries received from prospective Respondents or as otherwise deemed necessary or appropriate by (and in the sole judgment of) the Township.

It is the sole responsibility of the Respondent to be knowledgeable of all addenda related to this procurement. If bidders obtain a bid/RFP from the website, it is their responsibility to check the website and purchasing department prior to the bid opening to see if Addenda have been issued. Copies of addenda or notice of same will be made available on the Township website. Bidders who pick up bid specifications from the Township or receive specifications by mail will automatically receive copies of addenda.

2.7 RIGHTS OF THE TOWNSHIP

The Township 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 conduct investigations of any or all of the Respondents, as the Township 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 and for any reason (at its sole discretion.) If terminated, the Township may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

2.8 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 Respondent. There shall be no claims whatsoever against the Township, its officers, officials or employees for reimbursement for payment of costs or expenses incurred in the preparation of the Proposal or other information required by the RFP.

2.9 PROPOSAL EVALUATION

Proposals will be evaluated by a Committee based on the specific criteria detailed in Section 6.

2.10 WRITTEN PROPOSAL

Prospective Vendors must submit a written proposal in a format specified by the Township. The required format is detailed in Section 3.

2.11 ORAL PRESENTATION

There will be no oral presentation for this project.

2.12 ADDITIONAL REQUIREMENTS

The vendor is required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

A party 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 the name of the related organization and the

relationship in its proposal. If a party responding to this RFP is a corporation, it shall list the names of those stockholders holding 10% or more of the outstanding stock.

Section 7 of this document describes general terms and conditions. This document contains the required administrative forms to accompany all proposals. Exclusion of any required form may be grounds for rejection of proposals.

2.13 DISPOSITION OF RFP

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

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

2.14 OPEN PUBLIC RECORDS ACT (OPRA) AND PROPRIETARY INFORMATION

Although item 2.13 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.” Therefore, prospective respondents shall submit two (2) clearly marked versions of their proposals. One version is to be a complete version and be used by the Township 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.

2.15 CHALLENGE OF SPECIFICATIONS

Any respondent who wishes to challenge a specification shall file such a challenge in writing with the Purchasing Agent no less than three (3) business days before the opening of the RFPs. Challenges filed after that time shall be considered void and have no impact on the Township or contract award.

2.16 ENTRIES ON REQUIRED FORMS

All prices and amounts must be written in ink or preferably machine-printed. The authorized person signing the proposal must initial any changes, whiteouts, strikeouts, etc., in ink.

2.17 FAMILIARITY WITH RFP SPECIFICATIONS

The Vendor understands and agrees that its Proposal is submitted based on the specifications prepared by the Township. The Vendor accepts the obligation to become familiar with these specifications.

2.18 PATENTS AND TRADEMARKS

In submitting its Proposal, the Vendor certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful Vendor shall, at its sole cost and expense, defend any and all actions or suits charging such infringements, and will save the Township harmless from any damages resulting from such infringement.

2.19 TRUTH IN CONTRACTING LAWS

Vendors should be aware of the following statutes that represent “Truth in Contracting” laws and should consult the statutes or legal counsel for further information:

N.J.S.A. 2C:21-34, et seq., governs all false claims and representations by Vendors. It is a serious crime for the Vendor to knowingly submit a false claim and/or knowingly make material misrepresentations.

N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.

N.J.S.A. 2C:27-11 provides that a Vendor commits a crime if said person, directly or indirectly, confers or agrees to confer any benefits not allowed by law to a public servant.

SECTION 3: WRITTEN PROPOSAL FORMAT

Proposals must address all information requested in this RFP. Proposals which in the judgment of the Township 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.

3.1 MANDATORY CONTENT

Each proposal submitted shall contain the sections described below:

- Title Page
- Service Approach
- Staffing
- Payment Terms
- References
- Required Forms
- Copies of the menu and pricing available to the Township
- Copies of current business and health department food license(s)
- Copies of the current year health inspection certificate.

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

3.1.1 TITLE PAGE

The proposal shall include a title page, which identifies the project and provides the Vendor's firm name, name of the Vendor's primary contact, address, telephone number, and email address.

3.1.2 SERVICE APPROACH

A general discussion of the approach the Vendor is proposing should be contained in this section. This should include details of all assumptions being made to accomplish the desired approach. Vendor should highlight any risks they deem to be significant enough in nature, which could result in any priority specification within the project that would not be delivered on time, and on budget.

3.1.3 STAFFING

The vendor shall represent it has sufficient staff to provide the catering services requested.

3.1.4 REFERENCES

Respondent shall submit a minimum of 3 references.

3.1.5 APPENDICES/OTHER

This section should include, at a minimum, vendor qualifications, existing governmental clients, references, and resumes. If the Vendor feels that other materials are necessary, such as promotional literature, white papers, etc., the Vendor should provide them in a separate document clearly labeled

“Additional Material”. Note that these materials may or may not be reviewed by all evaluators and will not be part of the official evaluation.

3.2 REQUIRED FORMS

These forms are administrative in nature and are self-explanatory. (See **Schedules 1 – 9**)
Proposals must address all information requested in this RFP. Proposals that, in the judgment of the Township, 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.

SECTION 4: SCOPE OF SERVICES

- 4.1** Currently, the Township requires qualified food service vendors from time to time to supply catering services for Township events. These events range from breakfasts, outdoor picnics, BBQs, luncheons, pizza parties, sporting events and banquets. Events range from 10 to 800 people. Each event will vary in scope, and final counts will be given upon placing an order.
- 4.2** The Township requires the selected vendors to prepare and deliver the items on an agreed-upon menu to various locations within the Township as directed. The vendor shall supply all necessary plates, utensils, napkins, and cups. The vendor shall supply all required warming trays and serving staff if necessary.
- 4.3** The proposal form provided allows the vendor to submit proposals for all, some, or only one food service requested.
- 4.4** The proposal should include the menu and prices proposed by the vendor for each catering activity.
- 4.5** Vendors shall ensure adequate and expert management/supervision of their employees. Vendor(s) employee shall perform services in a proper, professional, and dignified manner. Vendor(s) shall ensure the highest level of customer service from all of the Vendor(s)'s staff.
- 4.6** Vendors shall abide by all current Health Code and Safety provisions (i.e. gloves, hairnets, cleaning, etc.).

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

Two (2) hard copies are requested: One (1) original version (unredacted per section 2.14 of this RFP) with original authorized signatures and one (1) copy.

5.2 PROPOSAL MEDIA

Proposals forwarded by e-mail will not be accepted. Physical copies of the Proposals must be submitted in a sealed envelope.

5.3 PROPOSAL FORMAT

To facilitate a timely and comprehensive evaluation of all submitted proposals, it is essential that all Vendors adhere to the required response format. The Township requires a standard format for all proposals submitted to ensure that clear, concise and complete statements are available from each Vendor in response to requirements. The required format is detailed in Section 3. The Township 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 Township at its option may either request clarification or may consider the information unresponsive.

5.4 SUBMISSION DEADLINE

Sealed proposals must be received by the Township no later than 11:00 A.M. prevailing time on Tuesday, April 15, 2025, and must be mailed or hand delivered.

5.6 Statement that the firm has Workers' Compensation and Employer's Liability Insurance in accordance with New Jersey law.

5.7 Statement that neither the firm nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency.

5.8 List all staff, include resumes of all managers and supervisors.

5.9 HEALTH INSPECTION

Vendor(s) shall provide their current year health inspection certificate. Vendor shall be exclusively responsible for cleaning and maintaining all health and safety codes.

SECTION 6: PROPOSAL EVALUATION

The Township's objective in soliciting Proposals is to enable it to select a Respondent or Respondents that will provide high-quality and cost-effective food, products and services to the citizens of North Bergen. The Township will consider Proposals only from Respondents that, in the Township's sole judgment have demonstrated the capability, experience and willingness to provide high-quality services to the citizens of the Township in the manner described in this RFP.

6.1 EVALUATION METHODOLOGY

Proposals will be evaluated by a Township committee. Evaluators will score the written proposals and rank the Vendors. As part of the evaluation and at its sole discretion, the Township reserves the right to conduct interviews with any or all respondents.

6.2 RESPONSE EVALUATION

Proposal evaluations shall be evaluated with consideration of the criteria listed below. The proposal shall be awarded to the respondent(s) with the highest total point value out of 100 possible points.

- **Experience of the Responding Firm (Maximum 40 Points)** – Previous experience in providing catering services. Respondent must provide references. New Jersey municipal references will receive greater consideration.
- **Ability to Provide the Services Sought (Maximum 40 Points)** – Must demonstrate business's ability to provide the catering services required by the Township. Events vary from 10 to 800 people. A list of clients and similar engagements from 2016 must be provided.
- **Compensation: Competitiveness of Cost Proposal and Menu Options (Maximum 10 Points)** – Points will be apportioned based on a scale of 1 to 10 based on the cost competitiveness of the catering services proposed to the Township based on the individual Respondent's bid as compared to other received bids.

- **Other Factors (Maximum 10 Points)** – Other factors to be demonstrated to be in the best interest of the Township of North Bergen.

6.3 FINAL EVALUATION AND REPORT OF COMMITTEE

Based on the written response, each evaluator will rank the respondents. The Vendor(s) whose proposal is ranked the highest among the greatest number of evaluators will be selected.

The Committee will prepare a report listing the names of all Vendors who submitted proposals, summarizing each proposal, ranking Vendors in order of evaluation, and recommending the selection of a Vendor, indicating the reasons why the Vendor(s) was/were selected and detailing the terms, conditions, scope of services, fees and other matters to be incorporated into the contract.

6.4 CONTRACT AWARD

A contract will be awarded pursuant to N.J.S.A. 40A:11-4.1 et seq. and N.J.A.C. 5:34-4.1 et seq. (Competitive Contracting Law and Regulations). The Township Commissioners will vote to accept the proposal of a Vendor within 60 days of the receipt of proposals, except that the proposals of any Vendor, who consent thereto, may, at the request of the Township, be held for consideration for such longer periods as the Township and Vendor agree.

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 TOWNSHIP'S RIGHT TO REJECT

The Township reserves the right to reject any or all proposals, if necessary, or to waive any informalities in the proposals, and, unless otherwise specified by the Respondent, to accept any item, items, or services in the Proposal should it be deemed in the best interest of the Township. The Township shall also reserve the right to award a contract to more than one (1) Respondent if deemed in the best interest of the Township.

7.2 ORIGINAL/AUTHORIZED SIGNATURES

Each proposal and all required forms must be signed in ink by a person authorized to do so.

7.3 DELIVERY OF PROPOSALS

Proposals shall be submitted in a sealed envelope, securely fastened and marked on the exterior with the name and address of the respondent, proposal due date and the RFP Title. Proposals may be hand delivered or mailed consistent with the provisions of the legal notice to Respondents. In the case of the mailed proposals, the Township assumes no responsibility for proposals received after the designated date and time and will return late proposals unopened. Proposals will not be accepted by facsimile or e-mail.

7.4 AFFIRMATIVE ACTION REQUIREMENTS

Vendors are required to comply with the provisions of N.J.S.A. 10:5-36 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 Contract, Exhibit A summarizes the full required regulatory text.

Goods and Services (including professional services) consultants/contractors 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 contractor is operating under an existing Federally approved 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.

7.5 BUSINESS REGISTRATION CERTIFICATE

Pursuant to N.J.S.A. 52:32-44, the Township of North Bergen (“Contracting Agency”) is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, 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 the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within

two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

7.6 CLARIFICATION OF RFP

Should any difference arise as to the meaning or intent of this RFP, The Township's decision shall be final and conclusive.

7.7 INDEMNIFICATION

The Vendor, if awarded the contract, agrees to protect, defend and hold harmless the Township against damage for payment for the use of any patented material process, article or devise that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and further agrees to indemnify and hold harmless the Township from suits or actions of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by any party or parties by, or from, any of the acts of the contractor, its servants or agents.

7.8 INSURANCE REQUIREMENTS

The Vendor shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General Liability, and shall be subject to approval for adequacy of protection. Certificates of such insurance shall be provided to the Township when required. Insurance requirements are as follows:

- Comprehensive General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- Workers' Compensation statutory Limits with Employer's Liability minimum limits of \$100,000

7.9 TERMINATION

Should a dispute arise, and if, after a good faith effort at resolution, the dispute is not resolved, either party may terminate the contract by providing 30 days written notice to the other party. Notwithstanding the foregoing, the Township reserves the right to cancel the contract at its convenience by providing 30 days written notice to the Vendor. Upon termination of the contract, vendor will only be entitled for payment for actual collections made up to the date of contract termination. Therefore, any outstanding collection invoices existing prior to contract cancellation must be turned over to the Township for collection.

7.10 COMPLIANCE

Vendor(s) shall comply with all laws, ordinances, rules, regulations, requirements and directives of federal, state or municipal governments applicable to and affecting the scope of services contracted for under this Agreement. Moreover, Vendor(s) shall comply with all applicable existing Township ordinances as may be amended from time to time and with all future ordinances as may be enacted to the extent such ordinances are consistent with state and federal law.

7.11 RECORDS RETENTION

Pursuant to N.J.A.C. 17:44-2.2, Vendor(s) shall maintain all documentation related to products, transactions or services under this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

7.12 OPERATING AUTHORITY/LICENSURE

Vendor(s) represents that they have the requisite authority to bind itself to this Agreement and further represents that it and any Agent(s) employed by it have the necessary license, certifications, and/or approvals from all authorities with jurisdiction over this Agreement to perform the duties contemplated

herein and that no factual or legal circumstances are present to make its performance of this Agreement impossible or illegal.

7.13 NO AGENCY/PARTNERSHIP

A Vendor's selection or the awarding of a contract for catering services shall neither make nor appoint a Vendor as an agent of the Township, nor does it create a partnership or joint venture between the parties. Neither party shall act or represent itself as an agent of the other or purport to bind or obligate the other in any manner. It is further expressly agreed and understood that neither the Vendor nor any authorized person providing the services agreed to herein be or shall be considered Township employees. Vendor(s) shall at all times be an independent contractor while this Agreement remains in effect.

7.14 ASSIGNMENT

Vendor(s) shall not assign or transfer any of its rights under this Agreement without the Township's prior written consent. Said consent shall not be unreasonably withheld or delayed.

7.15 SUCCESSOR AND ASSIGNS

Any duly executed contract for catering services shall be binding upon and inure to the benefits of the successors and assigns of the parties hereto.

7.17 TAXES

The Township, a municipal corporation, is a tax-exempt public entity. The Vendor(s) shall be responsible to ascertain if the Work or Goods provided are exempt from sales tax and to notify its subcontractors and suppliers. Upon execution of an awarded contract for catering services, the Vendor(s) shall be provided with a copy of the Township's tax exemption certification. The Township will make no allowance for any such taxes paid by the Vendor(s) due to its failure to file the proper exemption, if applicable. The Vendor(s) shall be responsible to pay all legally required taxes including but not limited to payroll taxes, business taxes, use, and consumer taxes.

7.18 RESERVATION OF RIGHTS

This RFP does not commit the Township to award a contract, to pay any costs incurred in the preparation of the Proposal to its request, or to contract for services. The Township will evaluate proposals based upon the effectiveness of the perceived performance of each Vendor as it relates to the Township's specific requirements. The Township specifically reserves the right to: (1) conduct discussions, with oral or written, with the Vendors determined by the Township to be reasonably viable to being selected for award; (2) reject any or all proposals or any part thereof; or (3) to waive any defects or informalities in a Proposal, if permitted by law, when it is in the best interest of the Township.

7.19 ERROR IN THE RFP

Any vendor believing that there is an ambiguity, inconsistency or errors in the RFP shall promptly notify the Township's Purchasing Agent in writing of such apparent discrepancy. All e-mails and/or faxes sent to the Purchasing Agent must be verified to ensure receipt at 201-392-2040.

7.20 PROPOSAL WITHDRAWAL

Prior to the proposal due date, a submitted proposal may be withdrawn by the Vendor by submitting a written request to the Purchasing Agent named herein. All such request must be signed by a person authorized to sign for the Vendor.

SECTION 8: GENERAL SPECIFICATIONS

8.1 PRIME CONTRACTOR (SUCCESSFUL RESPONDENT) RESPONSIBILITIES

The selected firm will be required to assume sole responsibility for the complete effort as required by these specifications. Township will consider the selected firm to be the sole point of contact with regard to contractual matter.

8.2. JOINT VENTURES AND SUBCONTRACTORS

An entity consisting of more than one firm must clearly identify itself in its proposal as a joint venture. Each party to a joint venture shall provide financial data for the individual firms and each shall complete all required proposal forms. Each party to a joint venture shall execute a Statement of Joint Venture stating that each bears, jointly and severally, the entire responsibility for contract performance. Further the joint venture must clearly describe the responsibilities of each firm and the individual who shall serve as the joint venture's project principal. These joint venture requirements do not apply to a firm submitting a proposal as a prime contractor engaging other firms as subcontractors. Under that circumstance, the prime shall clearly identify the role of subcontractors and the methods that the prime shall use to ensure subcontractor performance.

8.3. ASSIGNMENT

It is understood by all parties that if, during the term of the Contract, the contractor disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means conveys his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) of the business concern will be required to submit all documentation/legal instruments that were required in the original bid/Contract. Any change in the controlling ownership of the successful bidder, or where there is a sale of the Contract rights and obligations, the Township may terminate the Contract upon ten (10) days' written notice.

8.4. DISQUALIFICATION OF FIRMS

Submission of more than one (1) proposal from an individual firm, partnership, corporation, or combination thereof under the same or different names shall be cause for disqualification of the proposals submitted by such entities. Reasonable grounds for believing that any individual, firm, partnership, corporation or combination thereof is interested as a principal in more than one (1) proposal for the procurement contemplated may cause the rejection of all proposals submitted by such individual, firm, partnership, corporation or combination thereof.

8.5. EXECUTION OF THE CONTRACT

Within twenty (20) working days of receipt of Notice of Award, the successful firm(s) shall properly execute five (5) copies of the contract and deliver to the Township, the contract, proof of insurance and other documents as may be specified in this RFP. Township will execute all copies of the contract and will return one (1) executed copy to the successful firm(s).

SCHEDULE 1

RESPONDENT'S CHECKLIST – 1 page

Respondent should initial each item indicating that the document has been submitted.

1. _____ Respondent Proposal Checklist. See Schedule 1
2. _____ Proposal Form, which includes acknowledgement of receipt of any notice or revisions or addenda. See Schedule 2
3. _____ Affidavit of Non-Collusion. See Schedule 3
4. _____ Statement of Ownership or Partnership, pursuant to N.J.S.A. 52:25-24.2. See Schedule 4
5. _____ Disclosure of Investment Activities in Iran. See Schedule 5
6. _____ Certification of Non-involvement in Prohibited Activities in Russia or Belarus. See Schedule 6
7. _____ Affirmative Action Compliance Notice. See Schedule 7
8. _____ Americans with Disabilities Act of 1990 Language (Read Only). See Schedule 8
9. _____ Exceptions to Specifications. See Schedule 9
10. _____ Required References (minimum of 3). See Schedule 10
11. _____ Statement of Worker's Compensation and Employer's Liability Insurance, see **Section 5.6**
12. _____ Statement that neither the firm nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency. See Section 5.7
13. _____ List all staff, including resumes of all managers and supervisors, see **Section 5.8**
14. _____ Proof of Current Health Inspection Certificate.

If awarded the contract, the successful respondent will be required to submit evidence of affirmative action compliance, business registration documentation, and business registration certificate for the respondent. Accordingly, respondents may, but are not required to, submit these documents with their submissions as well.

_____(seal)
(Vendor)

BY: _____
(Authorized Signature)

(Printed Name)

(Title)

**SCHEDULE 2
PROPOSAL FORM (2 pages)**

TO: Township of North Bergen

FROM:

(Contractor)

(Phone Number)

(Facsimile Number)

(Mailing Address)

(Cellular Phone Number)

(e-mail address)

PROPOSAL: The respondent shall submit its proposal based on the category or categories listed below. Respondents may submit for all, some or only one food service requested below. All prices shall include the supplying of plates, utensils, napkins and cups. ***The Township reserves the right to accept proposals and award contracts to multiple vendors as the Township deems in its best interest.***

Category 1 Submitted Proposed Menu with Prices

Breakfast

Category 2 Submitted Proposed Menu with Prices

Pizza Parties

Category 3 Submitted Proposed Menu with Prices

Outdoor Picnics

Category 4 Submitted Proposed Menu with Prices

Lunch

Category 5 Submitted Proposed Menu with Prices

Banquet –Sport, Volunteers, Senior

Category 6 Submitted Proposed Menu with Prices

BBQs

Category 7 Submitted Proposed Menu with Prices

Other

**SCHEDULE 2
PROPOSAL FORM (2 pages- cont.)**

The proposer states that it has received the following Addenda, Notices or Revisions to the Proposal Documents and has given them due consideration in the preparation of its Bid.

**Addendum No., Title of Notice or
Title of Revision**

Date Received

Witness:

(Signature)

(Printed Name)

(Title)

(Date)

(Contractor) (seal)

By:

(Authorized Signature)

(Printed Name)

(Title)

(Date)

**SCHEDULE 4
STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

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

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **Township of North Bergen** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **Township of North Bergen** to notify the **Township of North Bergen** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **Township of North Bergen** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

SCHEDULE 5
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

(SEE ATTACHED)

**Township of North Bergen
Division of Purchasing
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Solicitation Number: _____

Respondent/Bidder: _____

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is identified on the Department of the Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, C. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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

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

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, PLEASE PHOTOCOPY THIS FORM.

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

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

Full Name(Print): _____

Signature: _____

Title: _____

Date: _____



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
OFFICE OF THE DIRECTOR
33 WEST STATE STREET
P. O. BOX 039
TRENTON, NEW JERSEY 08625-0039
<https://www.njstart.gov>

Telephone (609) 292-4886 / Facsimile (609) 984-2575

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

ELIZABETH MAHER MUOIO
State Treasurer

MAURICE A. GRIFFIN
Acting Director

The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25"):

1. AK Makina Ltd.
2. Amona
3. Bank Markazi Iran (Central Bank of Iran)
4. Bank Mellat
5. Bank Melli Iran
6. Bank Saderat PLC
7. Bank Sepah
8. Bank Tejarat
9. China International United Petroleum & Chemicals Co., Ltd. (Unipecc)
10. China National Offshore Oil Corporation (CNOOC)
11. China National Petroleum Corporation (CNPC)
12. China National United Oil Corporation (ChinaOil)
13. China Oilfield Services Limited
14. China Petroleum & Chemical Corporation (Sinopec)
15. China Precision Machinery Import-Export Corp. (CPMIEC)
16. Indian Oil Corporation
17. Kingdream PLC
18. Naffiran Intertrade Company (NICO)
19. National Iranian Tanker Company (NITC)
20. Oil and Natural Gas Corporation (ONGC)
21. Oil India Limited
22. Persia International Bank
23. Petroleos de Venezuela (PDVSA Petróleo, SA)
24. PetroChina Company, Ltd.
25. Sameh Afzar Tajak Co. (SATCO)
26. Shandong Fin Cnc Machine Company, Ltd.
27. Sinohydro Co., Ltd.
28. SK Energy Co. Ltd.
29. SKS Ventures
30. Som Petrol AS
31. Zhuhai Zhenrong Company

List Date: January 4, 2021

SCHEDULE 6



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter “Vendorⁱ”) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of “Vendor” below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

- A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

- B. That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

- C. That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor’s activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor’s Authorized Representative	Date
Print Name and Title of Vendor’s Authorized Representative	Vendor’s FEIN
Vendor’s Name	Vendor’s Phone Number
Vendor’s Address (Street Address)	Vendor’s Fax Number
Vendor’s Address (City/State/Zip Code)	Vendor’s Email Address

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

SCHEDULE 7

**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 goods, professional service and general service contracts are required to submit evidence of appropriate affirmative action compliance to the Township of North Bergen and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the Township files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Township of North Bergen, prior to the 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 Township of North Bergen 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 copy of such approval.

-OR-

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-4 or 4.3. The vendor must provide a copy of the Certificate to the Township of North Bergen 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. Certificate 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 copy of such certificate.

-OR-

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 Township of North Bergen. 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 http://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 the 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.

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 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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 or services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://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 N.J.A.C. 17:27-1.1. et seq

SCHEDULE 8

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

The contractor and the Township of North Bergen (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. 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.

Print Name

Signature

Company Name

Date

SCHEDULE 9

EXCEPTIONS TO SPECIFICATIONS:

Exceptions to these specifications shall be noted below and are part of this proposal. Each Exception is to include page number, item # and description as they are referred to in the specifications. The respondent shall use additional paper as necessary; however, the same format shall be used. Please replicate this page if additional exceptions are noted.

Page# _____ Item# _____

Specification Header/Topic: _____

Exception Explanation:

Page# _____ Item# _____

Specification Header/Topic: _____

Exception Explanation:

SCHEDULE 10

REQUIRED REFERENCE LIST OF NEW JERSEY GOVERNMENTAL/MUNICIPAL CUSTOMERS

1) BUSINESS NAME: _____

BUSINESS ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

FAX#: _____

EMAIL ADDRESS: _____

2) BUSINESS NAME: _____

BUSINESS ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

FAX#: _____

EMAIL ADDRESS: _____

3) BUSINESS NAME: _____

BUSINESS ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

FAX#: _____

EMAIL ADDRESS: _____