OCEAN COUNTY COLLEGE
OFFICE OF PURCHASING

REQUEST FOR PROPOSALS

February 21, 2014

REFERENCE: 13/14-Q22

Ocean County College is seeking proposals for “Food Service Consultant”. Specifications and requirements are enclosed for your consideration. Suppliers are to direct all questions regarding procedures to Joyce Ann Lamparello, Buyer, via email jlamparello@ocean.edu

All proposals must be returned on or before March 7, 2014 – 11:00 a.m. prevailing time, to the Office of Purchasing, Ocean County College, Administration Building – One College Drive, P.O. Box 2001, Toms River, New Jersey 08754-2001. Attention: Joyce Ann Lamparello, Buyer.

NOTE: FAXED PROPOSALS WILL NOT BE ACCEPTED.

SEALED ENVELOPES MUST INDICATE THE FOLLOWING INFORMATION:

Attention: Joyce Ann Lamparello, Buyer - Purchasing Department

Title: RFP – Food Service Consultant

Reference Number: 13/14-Q22

Due Date: March 7, 2014 – 11:00 a.m.

Proposals received after this date will not be accepted

Sara Winchester
Vice President of Finance & Administration

Enclosures
PROPOSAL
SUPPLEMENTAL TERMS AND CONDITIONS

All prices will be quoted F.O.B. destination Ocean County College, Toms River, NJ with all transportation charges included in your proposal price. Quoted prices will be firms not subject to increase. Price escalation clauses will not be considered.

All the terms and conditions and noted exceptions listed on the sheets attached are hereby made a part of this proposal. Any exceptions to this proposal are to be fully outlined in an accompanying letter. Firms may offer "approved equals" in performance and general description to the specifications contained herein. Proposals submitted which, in the judgment of the College are not in conformance with the specifications or general intent of this proposal will be rejected.

Under no circumstances will the College accept the statement that an alternate product complies with the specification of these proposals without further documentation.

All firms offering approved equals are to enclose with their proposal one set complete descriptive literature, including Manufacturer's technical performance specifications, dimensions and illustrated descriptive brochures or catalogs.

If no exception or deviations are shown, the firms will be required to furnish material exactly as specified herein. Compliance with this specification will be the responsibility of the firm.

The College reserves the right to reject any or all proposals and to make such selection as in its judgment is best suited to meet the requirements of the College.

ENVELOPES CONTAINING PROPOSAL MUST BE SEALED AND RETURNED TO OCEAN COUNTY COLLEGE WITH THE FOLLOWING INFORMATION ON THE FACE OF THE ENVELOPE:

Attention: Joyce Ann Lamparello, Buyer

RFP – Food Service Consultant
#13-14-Q22

Proposal Due: March 7, 2014 – 11:00 a.m.
BACKGROUND INFORMATION

Ocean County College is the oldest county college in New Jersey having opened its doors to students in the fall of 1966. It is situated in the Township of Toms River on 337 acres. The college’s current space inventory is 455,000 gross square feet contained in 25 buildings.

MISSION STATEMENT: Ocean County College is a publicly supported community college that encourages and promotes academic excellence, career advancement, lifelong learning and cultural enrichment for people within and beyond the County. Ocean County College, the first county college in New Jersey, dedicates itself to the discovery, preservation and dissemination of knowledge, the development of student character and the preparation of its students to thrive in a complex and challenging world. Embracing its role as an educational leader, the college offers comprehensive instructional programs and student support services in a learning-centered environment. Faculty, staff, students, alumni and community members work together as partners to advance and promote the college as the leading cultural, social and educational center of the County. Ocean County College welcomes students to this progressive, stimulating and caring environment.
PURPOSE:
Ocean County College seeks to solicit proposals for qualified food service consulting firms with knowledge of best food practices at other higher education institutions to assist the College in completing a dining operations review process and recommendation regarding future operations.

BACKGROUND

Ocean County College is a non-residential community college serving Ocean County, New Jersey. The main campus of Ocean County College is located on 358 acres in Toms River, New Jersey. The College currently occupies approximately 550,000 gross square feet. The College has a current enrollment of approximately 15,966 (2012-2013) unduplicated and 7,471 (2012-2013) full-time equivalent students. Currently 12.8% (2008 count) of students graduate after two years and complete four-year programs elsewhere. The non-credit unduplicated headcount is 3,065 for 2012-2013. The College is, however, in the process of refocusing its emphasis on programs for nonconventional populations including returning adult students. In addition the College intends to partner with the Ocean County Vocational Technical School to bring a high school for over 400 students to the campus in the near future.

Kean University is resident on the Ocean County College campus. Kean and OCC have developed a unique partnership to bring comprehensive higher education to the community. Kean Ocean is an innovative and cost-effective arrangement that benefits all in the area desiring world-class education closer to home. With over 1,700 students, and growing, Kean Ocean provides both undergraduate and graduate programs on the campus of OCC. The jointly opened Gateway Building opened in early 2013, and both OCC and Kean are committed to this partnership for decades to come.

Currently, dining, catering and vending is outsourced and coffee bar operations in the Gateway Building, Bookstore and Theater are operated by the College. OCC is in the process of building a new, 56,000-square-foot, two-story Student Center – which will replace the existing outdated, under-sized College Center. The first floor will house a cafeteria; a coffee shop; a bookstore; a box office, an ATM; and a Security office. The cafeteria will have seating for approximately 380 individuals — about 200 more seats than the current College Center cafeteria. The cafeteria will include a fully equipped state of the art kitchen and servery. The kitchen will also support on-campus catering services which will provide exclusive catering for student and employee events. A two-story gathering and socializing area will provide an open, airy feel, and will offer a space suitable for additional uses, such as recitals, presentations, debates or workshops. A large student lounge area, with approximately 100 seats, will overlook the seating area below. The process of ordering food in the cafeteria will be simple and streamlined due to remote ordering kiosks within the building, along with an online ordering “app” available to those who are interested. The coffee bar will serve Starbucks beverages and food, have its own seating area, will operate hours earlier and later than the cafeteria. The bookstore, meanwhile, is designed to accommodate an influx of students for the busiest times of each semester. On the second floor, in addition to the lounge, we will designate space for Student Affairs and
Student Life offices, as well as conference rooms, student lounges, club rooms, and activity rooms. We intend to have what we’re calling a “noisy room” – with several large screen televisions set up for gaming – and a “quiet room,” in which students can study. There will also be several rooms available for campus clubs to hold periodic meetings.

TERMS OF CONTRACT:
Services shall commence on or about March 25, 2014 and Phase I project deliverable completed no later than June 30, 2014. Responders shall provide a timetable schedule for each step of the project as part of their proposal submission.

The consultant awarded this contract will be precluded from competing for the future food services, catering, and vending operations contract. The consultant cannot be affiliated, associated and/or otherwise employed by any vendor that would bid on the services recommended by the consultant.

STATEMENT OF NEEDS:
Ocean County College is issuing this RFP to seek proposals from qualified firms specializing in cafeteria food/dining service management operations review and RFP development for Cafeteria/Food Service in non-residential higher education market. Services will take place in two phases.

Phase I
The consultant will provide a review and analysis of the current dining, catering, coffee bar and vending operations, campus-wide. Using the results of the review, the consultant will develop revenue and expense projections for operations in the new Student Center. The College is considering both outsourced and institutionally owned services in the new facility. Either way, the College will provide the space, equipment and utilities. The College is also open to a hybrid model in which some services would be outsourced and others done in-house. The consultant will study and evaluate the college infrastructure and determine what additional resources would be needed to support a self-operated food service. The consultant will also gather information from the market place regarding the feasibility and cost effectiveness of privatizing and provide a SWOT (Strength, Weakness, Opportunities, Threats) or comparable analysis of self-operations versus privatizing. Include other key issues when making decisions about privatizing — the degree to which outsourcing can ensure quality of services, contain indirect costs, and provide organizational flexibility.

The outcomes of Phase I will be a recommendation to self-operate or privatize each of the following functions:

- Cafeteria in the new Student Center
- Catering in the new Student Center
- Coffee Shop in the new Student Center
- Coffee Shops in the Gateway Building & Theater
- Campus-wide Vending
A five-year projected revenue & expense analysis (including start-up costs) for each function must be provided along with the recommendation. Projected student enrollment will be provided by the College. The consultant will be expected to provide information regarding availability of labor in Ocean County and pay scale for various positions. The new building, kitchen and related equipment, fixtures and furniture (with the exception of vending equipment) are fully funded by the capital project. These costs will not be included the consultant’s analysis.

**Phase II**

Depending on the outcome of Phase I the consultant will provide one of the following for each of the above functions:

- A comprehensive RFP and related timeline to privatize the function including but not limited to:
  A  General Summary
  B  Compliance with Regulations
  C  General Management Duties
  D  Connecting to OCC
  E  Systems Management and Data Processing
  F  Contractor Business Plan Guidelines
  G  Service Formats, Pricing and Portions
  H  Protection of Persons and Property
  I  Insurance
  J  Modification of Scheduled On-Site Services
  K  Use of Facilities
  L  Cleaning and Sanitation of Facilities and Equipment
  M  Maintenance of Food Services Facilities and Equipment
  N  Sustainability Health and Wellness Program
  P  Scheduling of Deliveries
  Q  Graphics and Advertising
  R  Quality and Sanitation Assurance
  S  Service Formats, Pricing and Portions, Menus, Recipes, and Menu Cycle
  T  Contractor Financial Reporting Guidelines
  U  Food Service Revenue
  V  Purchasing
  W  Off-Site Purchase of Products
  X  Contractor’s Employees
  Y  Minimum Qualifications of Key Personnel
  Z  Accounting and Budgeting
  AA  Security
  BB  Health, Wellness and Nutrition
  CC  Catering Service Requirements and related policies and procedures
  DD  Special Events Services
  EE  Metrics Programs and Contractor Scorecard
  FF  Motor Vehicles
A comprehensive plan to start-up the self-operated function which includes all the above elements (A – MM) plus:

a. Review facilities and equipment by assessing the building plans and compare to the objective of an institutionally owned operation.

b. Develop written procedures for purchasing, inventory, and cash duties.

c. Develop a project calendar timeline to work from the point of building completion backwards to assist with the hiring process.

d. Identify how many full time, part-time, student worker employees would be needed for the operation.

e. Write job descriptions for key food service management positions.

f. Compile a two-year operating budget

g. Identify transitions issues.

Responses should include the following:

1. Your firm’s particular strengths in providing the requested services.

2. Provide the name of the institutions you have recently (previous three years) provided similar services for, the person to contact, along with the telephone number and e-mail address.

3. Proposed work process to include a phase by breakdown of the number of on campus trips/days, deliverable and expected client involvement (meetings, assembling research materials, reading and responding to progress reports or drafts, etc.)

4. Identify the individuals (by position, title and hourly rate) who will be assigned to do the work

5. Provide detailed resumes for each participant to include current employment status (i.e. fulltime, part-time, contract, moonlighting, etc.)

Pricing (record pricing on proposal form page 1 included with this RFP)

Phase I
Analysis of current operations & recommendations for future $______________
Phase II

<table>
<thead>
<tr>
<th>Operation</th>
<th>Price for RFP Only</th>
<th>Price for Self-Op Start-up Plan</th>
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<tbody>
<tr>
<td>Cafeteria in new Student Center</td>
<td>$__________</td>
<td>$__________</td>
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<tr>
<td>including catering</td>
<td></td>
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<tr>
<td>Coffee Shop in new Student Center</td>
<td>$__________</td>
<td>$__________</td>
</tr>
<tr>
<td>Coffee Shops in Gateway &amp; Theater</td>
<td>$__________</td>
<td>$<em><strong><strong>N/A</strong></strong></em>__</td>
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<tr>
<td>Campus-wide Vending</td>
<td>$__________</td>
<td>$__________</td>
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At the completion of Phase I, the College will select one option for each operation. The College reserves the right not to award Phase II or to request a revised quotation based on the outcome of Phase I.

Evaluation
The contract award will be based on the following weighted criteria:

<table>
<thead>
<tr>
<th>Criteria for Firm Selection Points multiplied by Weight = Total</th>
<th>Points 1 - 5</th>
<th>Weight 1 - 3</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Firm/staff experience, qualifications and references</td>
<td>2</td>
<td></td>
<td></td>
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<tr>
<td>2 Evaluation of proposal for completeness and professionalism</td>
<td>3</td>
<td></td>
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<tr>
<td>3 Price</td>
<td>2</td>
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<tr>
<td>Grand Total</td>
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Ocean County College
OCEAN COUNTY COLLEGE
PROPOSAL TERMS AND CONDITIONS

PROPOSAL PREPARATION:
All proposals shall be made with typewriter or pen and ink on the forms provided. Proposals showing any erasure alteration must be initialed by firm in ink. Unit prices and totals, where applicable, must be inserted in space provided. Where discrepancies occur between the unit figure and the extension, the unit figure will prevail. Failure to sign and give all information in the proposal may result in the proposal being rejected. Please submit 1 original and 2 copies of proposal.

REFERENCE NUMBER:
Refer to "PROPOSAL REFERENCE NUMBER" AND "ITEM NO." in all correspondence and telephone inquiries.

PRICING:
Insert prices for furnishing all or any portion of the material or articles described. Prices shall be net, including all transportation charges fully prepaid by the bidder, F.O.B. Destination, unless otherwise provided. All prices quoted shall be firm and not subject to increase during the period of the contract. In the event of a manufacturer's price decrease during the contract period, the College shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The College must be notified in writing of any price reduction within five (5) days of the effective date.

DELIVERY TERMS:
F.O.B Destination is the term preferred by the College and proposals listing such terms will receive prime consideration in the determination of an award. If customs of the trade or unique circumstances dictate F.O.B. Shipping Point, an estimate of the shipping charges must be included with the proposal. In such cases, actual shipping charges are to be prepaid and added to the invoice. F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform. No additional charges will be allowed for any transportation costs resulting from partial shipments made at vendor’s convenience when a single shipment is ordered. College weights and measures to govern prices quoted are firm for complete delivery of quantities specified, unless otherwise specified by vendor.

PROPOSAL TERM:
Proposals shall remain in full force and effect and be open for acceptance for sixty (60) days after the scheduled closing time for their receipt. Proposals are to remain firm for complete delivery of quantities or services specified. Proposals may be withdrawn by the firm prior to, but not after, the time fixed for the opening of proposals. Any firm exercising the privilege of so withdrawing the proposal waives all claims that may arise. Proposals received after due date will be returned unopened.

PROPOSAL ACCEPTANCE:
The contract will be awarded to the qualified firm whose materials and/or services meet the outlined specifications. The College reserves the right to award the contract on the basis of quality commensurate with price, as determined in its best judgment. The College reserves the right to waive any informalities. The College reserves the right to reject any or all proposals or to award in whole or in part if deemed to be in the best interest of the College to do so. In case of tie proposals, it shall have authority to award orders or contracts to the vendor or vendor’s best meeting all specifications and conditions.

ISSUING OFFICE:

The Request for Proposal is issued by the Purchasing Department and that office is the sole point of contact.

ITEM DESCRIPTION:
Brand names and/or description used in this proposal are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be evaluated. Vendors may bid on an approved equal basis. Competitive items must be equal to the standard described and be of the same reputation for quality and workmanship. Variations between the materials described and materials offered are to be fully explained by the bidder in an accompanying letter. A full explanation is to be given of any improved features or innovations recently developed, now on the market, but not previously available. All commodities must be in current production. Discontinued items will not be considered. Where specification are attached describing the item, all bids must list in detail wherein the materials offered differs from the specifications. In the absence of any changes by the bidder it will be presumed and required that material, as described in the proposal be delivered.

All materials and/or services proposed shall meet all the specifications outlined. The apparent omission of any detailed description will be regarded as meaning only that which is first quality and consistent with the remainder of the manufacturer's specifications.

Proposals on inferior grade materials and/or services are not requested and will not be accepted. Materials must be new and unused.

FINAL DECISION:
The Final Decision concerning the acceptability, suitability and quality level of any such item ordered shall be the sole prerogative of Ocean County College, prior to actual award of the contract.

AMERICAN GOODS
Whenever available, products of the United States shall be used.

LIABILITY-COPYRIGHT
The vendor shall hold and save the College, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented, or unpatented invention, article or appliance
furnished or used in the performance of this contract.

**ACCIDENTS, INJURIES, DAMAGES, AND CONTRACTOR'S INSURANCE**

If it becomes necessary for the vendor, either as principal or by agent or employee, to enter upon the premises or property of the College in order to construct, erect, inspect, make delivery or remove property hereunder, the vendor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precaution, safeguards and protections against the occurrence of happenings of any accidents, injuries, damages or hurt to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the College from the payment of all sums of money by reason of all, or any, such accidents, injuries, damages or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any city or borough ordinance regulation, or the laws of the State, or the United States, while the said work is in progress.

The contractor shall purchase and maintain such insurance as will protect the contractor from claims set forth below which may arise out of or result from the contractors operations under the contract, whether such operations be by the contractor or by any subcontractor or by anyone for whose acts any of them may be liable:

(a) claims under Workmen's Compensation Disability Act; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor's employees, and claims insured by usual personal injury liability coverage; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the contractor's employees, and claims insured by usual personal injury liability coverage; and (d) claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

The contractor shall secure and protect the owner from any liability or damage whatsoever for injury (including death), to any persons or property. Limits of liability insurance shall be not less than $500,000.00 for injuries, including accidental death, to any one person and, subject to the same limit for each person, in an amount not less than $1,000,000.00 on account of one accident and Contractor's Property Damage Insurance in an amount not less than $1,000,000.00. The contractor shall, during the period of the contract, maintain liability insurance in a sufficient amount to protect themselves from any liability damage for injury (including death) to any of their employees and/or to other person, including any liability or damage which may arise by virtue of any statute or law now in force or which may hereafter be enacted. All insurance policies are to be issued by companies authorized to do business under the laws of the State of New Jersey.

Contractor shall at all times hold and save harmless the College and its agents, representatives, and employees of the College against any and all suits, claims, costs, charges and expenses by reason of any damages or claims for damages, arising from negligence of contractor, his agents, representatives and employees.

The successful contractor shall furnish a Certificate of Insurance showing all of the above coverage’s and limits of protection from claims for property damage which may arise from operations under the contract, whether such operation be by himself or by any subcontractor or anyone directly or indirectly employed by either of them, equal to amount of cost for replacement or
satisfactory repairs.

**TRANSFER OF BUSINESS:**
It is understood by all parties that if, during the life of the contract, the contractor disposes of his business by sale, transfer or by any means to another party, all obligations are transferred to such purchaser. In this event, the new owner(s) will be required to submit a Performance Bond in the amount of the open balance of the contract or order.

**COMPLIANCE-LAWS:**
The contractor is presumed to know and shall strictly comply with all national, state or county laws and city or town ordinances, codes and regulations in a manner affecting the conduct of the work. The contractor shall indemnify and save harmless Ocean County College and all Officers, Agents and Servants thereof, against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders or decrees, whether by the contractor or by the contractor's employees. The apparent omission of any reference made to code and law requirements does not release the contractor from responsibility to comply with these requirements.

**COMPLIANCE-STATE LAWS:**
It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.

**DEVIAION FROM SPECIFICATIONS:**
Proposals incorporating deviations which, in the opinion of the College depart from the intent and purpose of these specifications and conditions will not be considered.

**COST LIABILITY:**
The College assumes no responsibility or liability for costs incurred by firms prior to the award of a contract or purchase order.

**THE COLLEGE RESERVES** the right to cancel part or all of the award in the event of a failure by the contractor to deliver the materials and/or services as required and/or the failure to furnish materials and/or services as specified. In case of rejection or non-delivery, the College may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

**FIRMS GUARANTEE:**
By submitting a proposal, the bidder covenants and agrees that he has satisfied himself from his own investigation of the conditions to be met, that he fully understands his obligations and that he will not make any claim for, or have right to, cancellation or relief without penalty of the contract because of any misunderstanding or lack of information.
DELIVERY:
a. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in proposal.
b. The vendor will be responsible for the delivery of material in first-class condition at the point of delivery, and in accordance with good commercial practice.
c. Items delivered must be strictly in accordance with those bid upon.
d. In the event delivery is not made within the number of days stipulated, the College will have the right to pick up the required material from any available source—the difference in price, if any, to be paid by the contractor failing to meet his commitments.

NONCONFORMING DELIVERIES:
Should the result of any test or inspection fail to meet the requirements of the College, the material shall be rejected and immediately replaced by the vendor at its own cost and expense.

THE COLLEGE RESERVES the right to cancel part or all of the award in the event of a failure by the contractor to deliver the materials and/or services as required and/or the failure to furnish materials and/or services as specified.

In case of rejection or non-delivery, the College may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

QUALIFICATION OF FIRMS:
Persons or firms submitting proposals shall be engaged in the lines of work called for in the specifications and shall be able to refer to work of a similar character performed by them. The owner may make such investigations as it deems necessary to determine the ability of the firm to perform the work, and the firm shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any proposal if the evidence submitted by or investigation of such firm fails to satisfy the Owner that such firm is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. The College reserves the right to investigate the firm’s establishment before making an award.

MANUFACTURER'S CERTIFICATE AND STATEMENT OF ORIGIN:
Bidders acting as agents of the actual manufacturer may be required to provide a manufacturer's certificate. The term "Agent" is hereby defined as any person or firm offering to supply any items which are manufactured by someone else. When bids are submitted by manufacturer directly, they may be required to provide verification that the items offered are of their own make.

Before any contract is awarded, the successful bidder may be required to furnish a complete statement of the origin, composition and manufacturer of any or all of the materials to be used in the contract.
CERTIFICATE OF FIRM:

The bidder hereby certifies that:
The equipment offered is standard new equipment, latest model of regular stock product, with parts regularly used for the type of equipment offered, that such parts are all in production and none likely to be discontinued; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
All equipment supplied to the College and operated by electrical current must be UL approved.
All new machines are to be unconditionally guaranteed for a period of one year from time of delivery, and prompt service will be rendered without charge, regardless of geographic location.
That sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
That trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within 48-hour period.
Name and telephone number of representatives to call for service is to be listed.

MODIFICATION AND WAIVER:
No modification or amendment to these terms and conditions and no waiver of the provisions or conditions shall be valid unless in writing and signed by the duly authorized representatives of the College and the contractor.

PRIME CONTRACTOR:
The successful firm will be required to assume sole responsibility for furnishing and delivery of all equipment as specified.

ASSIGNMENTS:
The firm is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this contract or its rights, title or interest therein, or its power to execute such contract, to any other person, company or corporation without the previous consent and approval in writing by the College. The College does not intend to preclude assignment of responsibility under the contract to a wholly owned subsidiary of firm so long as performance is guaranteed by firm.

If the firm shall, without such previous written consent, assign, transfer, convey, sublet or otherwise dispose of the Contract in whole or in part or of this right, title or interest therein, or any of the monies to become due under the Contract to any person, firm or corporation, the Contract may, at the option of the College, be revoked and annulled, and the College thereupon relieved and discharged from any and all liability and obligations growing out of the same to the firm and to his assignee or transferee.

ACCEPTANCE OF PROPOSAL CONTENT:
The contents of the response to this proposal of the successful firm will become a part of any contract awarded as a result of these specifications.

TERMINATION OF CONTRACT:
The College reserves the right to terminate any contract entered into as a result of this proposal provided written notice has been given by the College to the contractor at least 30 days prior to such
proposed termination date, unless otherwise specified. Ocean County College may terminate the contract immediately in the event of a material breach of contract.

INSPECTION AND ACCEPTANCE:
All materials and articles shall be received subject to the right of inspection and rejection by the College. Materials and articles which are defective or not in accordance with the College's specifications will be held for thirty (30) days for bidder's instruction at bidder's risk and if bidder so directs will be returned at bidder's expense. If inspection discloses that part of the materials and articles received is not in accordance with the College's specification, the College shall have the right to cancel any unshipped portion of its order. Payment for goods by the College prior to its inspection shall not constitute acceptance thereof and is without prejudice to any and all claims which the College may have against bidder.

QUANTITY:
The specific quantity of material and articles ordered must be delivered in full and not be changed without the written consent of the Purchasing Department. Any unauthorized quantity is subject to rejection and return at bidder's expense.

DELIVERY:
Delivery must be made within the time stated in the Purchase Order, time being of the essence, and if bidder fails to make deliveries as specified, the College reserves the right, in addition to its other remedies, or purchasing the materials and articles from another source and charging bidder with any loss incurred.

ROUTING:
All material must be forwarded by the route taking the lowest transportation rate or in accordance with special shipping instructions; otherwise, the difference in freight rate and extra cost of cartage will be charged to bidder's account.

EXTRA CHARGES:
No additional charges of any kind, including charges for labor, boxing, packing, cartage, or other extras, will be allowed unless specifically agreed to in writing by the Purchasing Department.

PATENTS:
Bidder warrants the material purchased hereunder does not infringe or violate any letters patent, trademarks, copyrights or the like, or does not unlawfully disclose or make use of any trade secrets, and covenants and agrees to hold and save harmless the College, and its agents, servants and employees, from any and all claims, demands, and actions arising out of any such infringements or violation or unlawful use or disclosure of trade secrets.

WARRANTY:
Bidder expressly warrants that all materials and articles covered by this offer or other description or specification furnished by the College will be in accordance with such offer, description or specification and fit for the purpose for which such materials and articles are ordinarily employed and be free from defects in materials and/or workmanship and be merchantable. Such warranties shall survive delivery and shall not be deemed waived either by reason of the acceptance of said
materials or articles or by payment for them. The bidder, in addition to the manufacturer, will guarantee against faulty material, workmanship or breakdown of equipment for a period of at least one year. If the manufacturer's standard warranty provides for a longer period than one year, the longer period will take precedence. All other requirements of the warranty shall be as set forth herein. During the warranty period, all labor, repairs, replacement shall be performed at no cost to the College. Said warranty period shall commence following written acceptance of the equipment by Ocean County College.

PROPOSAL EVALUATION:
a. Proposals shall be judged on the following:
   1. The response of the firm to all specification requirements in sufficient detail for evaluator to analyze the proposal and make a sound judgment about it.
   2. Criteria as stated in this RFP.

b. In addition to the specific information requested in the proposal deemed necessary as a standard for fair and equitable evaluation, Ocean County College, Vice President of Finance may request for clarification any other information as necessary regarding the experience and ability of the firm to provide the required materials.

METHOD OF AWARD:
The contract award shall be predicated on the availability of sufficient funds to complete this project. After the proposals are opened, the College will perform a thorough evaluation to determine the successful firm(s). The College shall have the right to award orders or contracts to that firm best meeting the specifications and conditions of the proposal, cost and other factors considered. The ability of the vendor to supply the needed materials is of paramount importance and any award made is based on the confidence of the College that the vendor has the experience, skill, ability and financial resources to satisfy the requirements of the proposal.

TAXES:
Proposals will not include any state or local sales or use tax.

AUTHORITY OF OCEAN COUNTY COLLEGE:
On all questions concerning the interpretation of specifications, the acceptability, quality of materials of items furnished and work performed, the classification of material, the execution of the work and the determination of payment due or to become due, the decision of Ocean County College, Board of Trustees, shall be final and binding.

BUSINESS REGISTRATION:
In accordance with provisions of P.L. 2004C.57, all New Jersey and out of state corporations that do business with a local contracting agency are required to be registered with the State and provide proof of Business Registration Certificate (BRC). Copy of certificate must be submitted by vendor and, if applicable, by every subcontractor of vendor, with vendor’s proposal. No contract will be awarded without proof of business registration. Information on how a business can obtain certificate can be obtained via website www.state.nj.us/treasury/revenue/gettingregistered.htm or phone 609-292-1730.
LOCATION:
Ocean County College is located on College Drive, off Hooper Avenue (Route #549), Toms River, New Jersey.

DISQUALIFICATION OF FIRMS:
Any one (1) or more of the following causes shall be considered as sufficient for the disqualification of a firm and the rejection of the proposal or proposals: (a) more than one (1) proposal for the same contract from an individual, firm or corporation among firms; (b) evidence of collusion among firms; (c) unsatisfactory performance record as shown by past deliveries to Ocean County College; and (d) if there are any unauthorized additions, interlineation, conditional or alternate proposals or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.

All firms must be in compliance with Chapter 127 PL 1975 New Jersey - Supplement to law against discrimination. (See attached Supplement Affirmative Action.)

AFFIRMATIVE ACTION REQUIREMENTS FOR PROCUREMENT & SERVICES FORM:
If awarded a contract your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27. Ocean County College 2/92 form is to be completed, signed and submitted with the bid proposal along with Exhibit A. Form AA-302 should be submitted after notification of the award, but before the execution of a contract.

DISCLOSURE STATEMENT:
All firms must be in compliance with Chapter 33 PL 1977 New Jersey - Stockholder Disclosure Statement.

This statement must be completed, signed and be submitted with the proposal, in order for the proposal to be compliant. (See Bid Form 1).

The male pronoun, in various forms (he, his, him, etc.), as it may appear in this publication, has been used in the traditional neutral sense, and its use is not intended to suggest or imply a limited reference to the masculine gender. Ocean County College, from its inception, has prohibited discrimination in any form and specifically as regards race, color, religion, sex, ethnicity, age, handicapped status and veteran status.

COLLEGE CLOSING - INCLEMENT WEATHER
In the event that the College is officially closed due to inclement weather on the date and time specified for the proposal, vendors will be notified by mail of the rescheduled proposal opening date and time. Notice will be sent to all previously notified vendors and those who submit timely proposals by virtue of the original advertisement for proposal. No proposals will be opened prior to their rescheduled proposal opening date and time.
LEGAL INTERPRETATION
Any Contract resulting from this Proposal shall be interpreted in accordance with the laws of New Jersey.

LEGAL CHALLENGES
Firm acknowledges that this proposal and the award of a contract are governed by the County College Contracts Law N.J.S.A. 18A:25.1 et seq., and that any legal challenges to the bidding process, the award or non-award of a contract, or the rejection of any proposals, must be pursued before the Board of Trustees in accordance with P.L. 1994 Ch. 48, Sec. 6(f). The challenge or objection must be presented by filing a petition with the secretary of the Board of Trustees within ten (10) calendar days of the decision to award or not award a contract. Proceedings on the petition shall be governed by the Rules Governing Hearings before the Board of Trustees of Ocean County College, which rules may be obtained at the Office of the President.

RIGHT TO KNOW
All products supplied to the College under any contracts shall comply with the New Jersey Worker and Community Right To Know Act (N.J.S.A. 34:5A-1 et seq.) by providing a Material Safety Data Sheet for each product and, further complying with the Uniform Labeling requirement on each product container and package before delivery.

This is an important and irrevocably part of any resulting Contract.

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY
The Contractor and the County College do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 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 thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the County College 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 County College in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the County College, 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 County College's grievance procedure. If any action or administrative proceeding results in an award of damages against the County College or if the County College incurs any expense to cure a violation of the ADA which has been brought pursuant of its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The County College 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 proceedings is brought against the County College shall expeditiously forward or
have forwarded to the Contract every demand, complaint, notice, summons, pleading, or other process received by the County College or its representatives.

It is expressly agreed and understood that any approval by the County College 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 County College pursuant to this paragraph.

It is further agreed and understood that the County College 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 County College from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

**FORM OF CONTRACT**
An appropriate form of Contract shall be signed by the successful firm and the College after an award is made.

**PAY-TO-PLAY**
This proposal is being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.
The Board of Trustees of Ocean County College  
Toms River, New Jersey 08754-2001

We propose to provide professional services for "Food Service Consultant" in accordance with the specifications and requirements as outlined in this RFP.

Proposal Item 1 – Phase 1 – Analysis of current operations & recommendations for future

$________________________

Proposal Item 2 – Phase II - Price for RFP only | Price for Self-Op Start Up Plan

<table>
<thead>
<tr>
<th></th>
<th>Price for RFP only</th>
<th>Price for Self-Op Start Up Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cafeteria in new Student Center including catering</td>
<td>$___________________</td>
<td>$________________________</td>
</tr>
<tr>
<td>Coffee Shop in new Student Center</td>
<td>$___________________</td>
<td>$________________________</td>
</tr>
<tr>
<td>Coffee Shops in Gateway &amp; Theatre</td>
<td>$___________________</td>
<td>$________ N/A_________</td>
</tr>
<tr>
<td>Campus Wide Vending</td>
<td>$___________________</td>
<td>$________________________</td>
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</tbody>
</table>
REVISIONS TO THIS REQUEST FOR PROPOSAL

In the event that it becomes necessary to clarify or revise this Request for Proposal before the due date, such clarification or revision will be issued by addendum. Any addenda shall become part of this Request for Proposal and part of any contract(s) resulting from this Request for Proposal.

Acknowledge receipt of all addenda by signature:

Addendum No. 1:___________________________________________________
Addendum No. 2:___________________________________________________
Addendum No. 3:___________________________________________________
Addendum No. 4:___________________________________________________
Addendum No. 5:___________________________________________________

Respectfully submitted,

CORPORATE SEAL
(If Bid is by a Corporation)

Firm: ______________________________

By: ________________________________
   (Print name)   (Signature)

Attested To: __________________________
   (Corporate Secretary)

Address: _____________________________
_____________________________________
_____________________________________

Telephone No._________________________
Fax No.______________________________

Email address ________________________
BID FORM 1: OWNERSHIP DISCLOSURE

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein. Form of Statement shall be completed and attached to the bid proposal.

The Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Bidders are required to disclose whether they are a partnership, corporation or sole proprietorship. The Stockholder Disclosure Certification form shall be completed, signed and notarized. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.
STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business

☐ 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.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that owning corporation. If no one owns 10% or more stock, attest to that.

Check the box that represents the type of business organization:

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

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

Stockholders:

Name: ______________________________ Name: ______________________________

Home Address: _______________________ Home Address: _______________________

____________________________________

Name: ______________________________ Name: ______________________________

Home Address: _______________________ Home Address: _______________________

____________________________________

Name: ______________________________ Name: ______________________________

Home Address: _______________________ Home Address: _______________________

____________________________________
Subscribed and sworn before me this ___ day of __________, 2 __.

(Notary Public)
My Commission expires:

BID WILL BE VOID IF NOT COMPLETED
BID FORM 2: BIDDER’S CERTIFICATION

State of _________________ )
County of _________________ )

The undersigned, having knowledge of and authority to bind the VENDOR to the information herein, hereby swears, upon his oath, according to law,

1. I am the undersigned, who, on behalf of the VENDOR and with full authority to do so, has executed this Certification in connection with its submission;

2. That the VENDOR is registered with the State of New Jersey, Department of the Treasury, Division of Revenue (ATTACH COPY OF BUSINESS REGISTRATION CERTIFICATE);

   In accordance with provisions P.L. 2004C.57, N.J.S.A. 52:32-44, all New Jersey and out of state corporations that do business with a local contracting agency are required to be registered with the state of New Jersey and provide proof of Business Registration Certificate (BRC).

   Ocean County College is required to obtain a BRC for transactions that exceed $5,115.00.

   A purchase order cannot be issued to a business, nor can an invoice be paid if a BRC has not been provided.

   Information on how a business can obtain a BRC can be found via the website:

   http://www.state.nj.us/treasury/revenue/busregcert.shtml or by phone: 609-292-9292.

3. That the VENDOR is authorized by the New Jersey Department of the Treasury to perform work in New Jersey (ATTACH COPY OF CERTIFICATE OF AUTHORITY TO PERFORM WORK IN NEW JERSEY); and

4. The VENDOR has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submission;

5. 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 employee or bona fide established commercial or selling agencies identified as follows:
6. The VENDOR is not, as of this date, and has not been at any time within three (3) years immediately preceding the date on which submissions were received, included on the New Jersey State Treasurer's List of Debarred, Suspended or Disqualified VENDORs; the VENDOR hereby acknowledges that it may be debarred, suspended or disqualified from contracting with the OWNER if it commits any of the acts listed in N.J.A.C. 7:1-5.2 and further acknowledges its obligation to notify the OWNER immediately if it appears that said VENDOR may be added to any such list.

7. All statements and representations contained in the VENDOR’s submission are true, complete and correct, and made with full knowledge that the OWNER shall rely upon same in awarding a public contract for the Work as defined in the Contract Documents.

VENDOR’s Authorized Representative
(MUST BE PRINCIPAL OWNER OR OFFICER OF VENDOR):

_____________________________  ______________________________
Signature         Print or Type Name and Title

Notary Public: Sworn and Subscribed before me on this _____ day of ___________, 20__:

________________________________  ______________________________
Notary’s Signature       Print or Type Notary’s Name
Commission expires:_____________  Notary’s Seal:____________________

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OCC BUYER CERTIFICATION OF DEBARMENT CHECK

I certify that I have checked the state of New Jersey, Department of Labor and Workforce’s website and this vendor was not listed on the debarment list.

_________________________________________   _______________________
(Buyer’s name)          (Date)
GOODS AND GENERAL SERVICE (non-construction) 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 take affirmative action to ensure that such applicants are recruited and employed, 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 action 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, 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 applicable 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, 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

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Respectfully submitted by,

_____________________________  _________________________
Signature          Date
FORM 4. VENDOR INFORMATION

MAILING ADDRESS FOR PURCHASE ORDERS:
Company Name (as recorded with IRS): __________________________
Mailing Name: ________________________________________________
Street Address: ________________________________________________ Suite: __________ PO Box: ______
City: _________________________________________________________ State: ______ Zip: ______

MAILING ADDRESS FOR PAYMENTS (if different from above):
Company Name (as recorded with IRS): __________________________
Mailing Name: ________________________________________________
Street Address: ________________________________________________ Suite: __________ PO Box: ______
City: _________________________________________________________ State: ______ Zip: ______

SALES CONTACT INFORMATION:
Name: _________________________________________________________ Title: __________
Phone: _______________________________________________________ Fax: __________
E-mail: ________________________________________________________

Taxpayer Identification Number (TIN): _____________________________

ACCOUNTS RECEIVABLE CONTACT INFORMATION:
Name: _________________________________________________________ Title: __________
Phone: _______________________________________________________ Fax: __________
E-mail: ________________________________________________________

E-CHECK INFORMATION:
Routing #: __________________________ Bank Account #: __________________________ Account Type: ______
I agree to have payments from Ocean County College direct deposited using the bank account information provided below. If my banking information changes I agree to update this information in writing prior to submitting any future payment requests. In situations where a payment has been made in error, Ocean County College is authorized to correct that error and notify you accordingly. Initials: ______

Check those that apply:

- SBE Small Business Enterprise
- MBE Minority Business Enterprise
- WBE Woman Business Enterprise
- MWBE Minority Woman Business Enterprise
- SMBE Small Minority Business Enterprise
- SMWBE Small Minority Women Business Enterprise
- SWBE Small Woman Business Enterprise

Ethnicity:
- African American
- Asian American
- Caucasian American
- Hispanic American
- Multiple Ethnicities
- Native American
- Unspecified
BID FORM 5
OCEAN COUNTY COLLEGE
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

BID/QUOTE NUMBER: ____________________ 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 neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of 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 http://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 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 the 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 the proposal being rendered as nonresponsive 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 of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES**

Name: Relationship to Bidder/Vendor:

Description of Activities:

Duration of Engagement:

Bidder/Vendor 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 below-referenced person or entity. I acknowledge that Ocean County College 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 contracts with the College to notify the College 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 agreements(s) with Ocean County College and that the College at its option may declare contract(s)
resulting from this certification void and unenforceable.

Full Name (Print):                                    Signature:

Title:                                                Date:

Bidder/Vendor
BID FORM 6: REFERENCES

** COMPANY NAME : ____________________________________________________________

ADDRESS:_____________________________________________________________________

CONTACT NAME_____________________________________TITLE_____________________ 

VOICE:________________________________FAX____________________________________ 

EMAIL ADDRESS _______________________________________________________________

** COMPANY NAME : ____________________________________________________________

ADDRESS:_____________________________________________________________________

CONTACT NAME_____________________________________TITLE_____________________ 

VOICE:________________________________FAX____________________________________ 

EMAIL ADDRESS _______________________________________________________________

** COMPANY NAME : ____________________________________________________________

ADDRESS:_____________________________________________________________________

CONTACT NAME_____________________________________TITLE_____________________ 

VOICE:________________________________FAX____________________________________ 

EMAIL ADDRESS _______________________________________________________________
EQUAL EMPLOYMENT OPPORTUNITY INFORMATION

N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

If awarded a contract, all procurement and service contractors will be required to comply with requirements of N.J.S.A 10:5-31 et seq., N.J.A.C. 17:27. Prior to the date of award, the contractor shall present one of the following:

1. A letter from the U.S. Department of Labor that the contractor has an existing federally approved or sanctioned Affirmative Action Program.

   OR


   OR

3. If you do not have either of the above, check below:

   _____ Please send our company an Affirmative Action form for our completion (A.A. 302 - Affirmative Action Employee Information Report).

The following questions must be answered by all contractors:

1. Do you have a federally approved or sanctioned Affirmative Action Program?
   Yes _____   No _____

2. Do you have a State Certificate of Employee Information Report Approval?
   Yes _____   No _____

You may submit a photocopy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27 and agrees to furnish the required documentation pursuant to the law. The contractor must be rejected as non-responsible if the contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27 within the time frame. The Affirmative Action Affidavit for vendors having less than fifty (50) employees is no longer acceptable; a New Jersey Certificate of approval or A.A. 302 is required.
Americans With Disabilities Act

Mandatory Language

Equal Opportunity for Individuals with Disabilities.

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the “ACT”) (42 U.S.C. S12101 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 thereunto, 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, 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 as 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 this Agreement or otherwise at law.
REMINDER

SUPPLIER CHECKLIST

A NUMBER OF ITEMS ARE REQUIRED TO BE SUBMITTED WITH YOUR BID. THEY INCLUDE:

☐ COMPLETION OF BID PROPOSAL FORM – SIGNATURE PAGE
☐ OWNERSHIP DISCLOSURE – BID FORM 1
☐ BIDDER’S CERTIFICATION - BID FORM 2
☐ EQUAL EMPLOYMENT OPPORTUNITY INFORMATION – BID FORM 3 – EXHIBIT A
☐ VENDOR INFORMATION – BID FORM 4
☐ DISCLOSURE OF INVESTMENT ACTIVITIES / IRAN – BID FORM 5
☐ REFERENCES – BID FORM 6
☐ BUSINESS REGISTRATION CERTIFICATE
☐ PLEASE SUBMIT (1) ORIGINAL AND (2) COPIES