

Gloucester County College
Request for Proposal
Vending Food Services

Request for Proposal Available

January 23, 2012

Proposal Submission Deadline

February 3, 2012

Anticipated Proposal Award

March 7, 2012

LEGAL NOTICE

Request for Proposal

Notice is hereby given that Gloucester County College is requesting proposals for Vending Food Services. Copies of the Request for Proposal are available in the Purchasing Office, College Services Building, Gloucester County College, 6 Blackwood-Barnsboro Road, Sewell, NJ 08080, (856) 415-2202.

Proposals must be submitted by mail to the Purchasing Office, College Services, Gloucester County College, 1400 Tanyard Road, Sewell, NJ 08080. Hand delivered proposals may be delivered to the Purchasing Office at 6 Blackwood-Barnsboro Road, Sewell, NJ 08080. The deadline for receipt of proposals is **3:00 p.m. on February 3, 2012**. Any proposals received after said deadline, whether by mail or otherwise will be returned unopened. No proposals will be accepted after the above referenced date. Proposals must be submitted in sealed envelopes with the name of the RFP clearly marked on the outside of the envelope. Proposals may not be faxed or transmitted over the telephone.

The College assumes no responsibility for delays in any form of carrier, mail or delivery service causing the proposal to be received by the Purchasing Office later than the above referenced scheduled deadline.

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. All responsible firms are encouraged to submit proposals. Final selection of firm(s) shall be made by the Gloucester County College Board of Trustees by formal resolution.

The College reserves the right to accept or reject any or all proposals submitted in the best interest of the College. The College further reserves the right to waive any defect or informality in any proposal should it be in the best interest of the College. Proposers are required to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27) and P.L. 77, c. 33.

This Request for Proposals is a fair and open process to obtain competitive proposals from which the College may choose contractors that best meet the College's needs based on the evaluation criteria included within the specifications. The College intends to award any contract for these services pursuant to N.J.S.A. 18A:64A-25.5 and 18A:64A-25.28.

All respondents must comply with P.L. 2001, c.134 & P.L. 2004, c.57 and must submit a copy of the NJ Business Registration Certificate that is issued by the NJ Department of Treasury/Division of revenue with the Request for Proposal. To obtain further information regarding the Certificate, visit the State's web site @ www.state.nj.us/treasury/revenue/busregcert.htm or by calling them at (609) 292-1730.

Any business entity that receives in a calendar year \$50,000 or more in aggregate compensation from contracts with a public entity, must annually file with the Election Law Enforcement Commission (ELEC), a political contribution report by a deadline to be established by ELEC, reporting all contributions made to candidates or candidate committees, for a public office that has ultimate responsibility for the awarding of public contracts. ELEC will post the new disclosure form, filing deadline, and disclosure guidelines on their website: www.elec.state.nj.us.

Board of Trustees
Gloucester County College

Dated this: **23rd day of January, 2012**

By: Dominick Burzichelli
Vice President & Chief Operating Officer

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1.0 PURPOSE

Gloucester County College is seeking proposals from qualified bidders for the right to provide vending food services for a three-year period commencing on April 1, 2012 through January 31, 2015 with the right to extend the contract for 3 years February 1, 2015 through January 31, 2018.

The anticipated timetable for this request for proposal process is as follows:

- Request for Proposal available January 23, 2012
- Proposal submission deadline February 3, 2012
- Proposal Award Notification March 7, 2012

2.0 BACKGROUND INFORMATION

Gloucester County College, one of New Jersey's largest and most comprehensive community colleges, serves more than 20,000 students annually through more than 151 degree and certificate programs, hundreds of non-credit courses and an array of cultural programming. Since its founding in 1967, the College has provided a high-quality education to more than 251,000 credit students while also enriching the professional and personal lives of thousands of additional area residents.

As the sole community college within Gloucester County, the College embraces its role as an educational leader for the community through its programs and services at its Sewell location.

The College is an important educational and economic asset to Gloucester County, from a marketing communications standpoint. Therefore, the College has several important and quite different target audiences.

- High school graduates planning to pursue a four-year degree can take their first two years at Gloucester County College and then transfer to a four-year college or university.
- High school graduates planning a course of study leading to immediate employment in a wide variety of fields such as nursing, diagnostic medicine, nuclear medical technology, and any number of computer-oriented sciences to name a few.
- Young adults who entered the work force directly from high school and now find themselves wanting to change their career path or improve skills to be more promotable.
- Adults of all ages looking to improve job related skills, or simply pursue self-enrichment courses.
- The business community seeking customized workforce development education and training programs that influence employees to enroll on an individual basis for courses to improve job skills.

Gloucester County College is situated in a highly competitive educational marketplace. Located in the Philadelphia metropolitan area, County residents may choose from numerous four-year colleges and universities, other community colleges in Camden, Cumberland, and Salem Counties and a wide variety of private sector for-profit educational/training providers.

3.0 COMPLIANCE WITH LAWS

The successful firm(s) shall comply with all applicable federal, state, and local statutes, rules and regulations.

Gloucester County College is established under authority of the State of New Jersey and is entitled to exemption from State, Federal, and local taxes.

4.0 DEFINITIONS

- **Vending operations** - refers solely to vending machines dispensing foods snacks and hot beverages. Vending machines dispensing cold beverages are specifically excluded. All reference throughout this document to vending machines pertains only to those dispensing food snacks and hot beverages.
- **Campus** - Refers to the acres and facilities located on the Gloucester County College main campus in the Township of Deptford and the Gloucester County College Business and Industry Training Center located in the City of West Deptford. "Campus" does not include private non-college owned and operated facilities built on the West Deptford Campus.
- The "exclusivity" provided by the anticipated Vending Contract is not intended to include activities not identified or included in the definitions of the Contract. "Exclusivity" does not include any student, faculty, staff, or visitor who brings food on the campus for personal consumption.
- **College** - The word "College", "GCC", or a pronoun used in its place, shall mean Gloucester County College, Sewell NJ, General Campus.

5.0 LOCATIONS AND USAGE

- There are currently 12 machines in 7 locations around the campuses. The University Center will be completed this spring. GCC reserves the right to determine the locations of any vending machines. The Contractor may suggest alternate and additional locations, subject to college approval. The contractor is required to provide attractive machine bank locations with decorative facades where possible. Drawings or photographs of proposed arrangements should be included with bid response.

5.1 VENDING LOCATIONS

<u>Location</u>	<u># of TVV Machines</u>	
College Center	2	
Instructional Center	3	
Allied Health	1	
Student Services	1	
Physical Education	1	
Scott Hall	2	
Continuing Education	2	
University Center	2	(to be completed spring 2012)

6.0 VENDING OPERATIONS

6.1 VENDING EQUIPMENT REQUIREMENTS

The successful bidder will be responsible for providing, installing, and maintaining all machinery needed for the successful operation of the vending program throughout the life of the contract. All machinery installed shall be state of the art and no older than one (1) year old when installed unless approved by the College. All equipment will be serviced according to the terms set forth in Section 6.4 - Repairs and Replacement of Machinery.

The present equipment is the property of the current contractor. All vending machines are to be new, state of the art equipment, which are programmable for pricing. The contractor, at his own expense, shall perform all services required, including installing, maintaining, cleaning and stocking of vending machines at proper operating levels with standard brands of product acceptable to the College.

The College reserves the right to negotiate/barter with national brand named food/beverage companies for exclusive operations.

It is expressly understood and agreed that no building, structure, equipment or space is leased to the Contractor; that the Contractor is a licensee; and that the Contractor's right to occupy the same and to operate the concession hereby granted shall continue so long as each and all the undertakings, provisions, covenants, agreements, stipulations and conditions of these specifications are strictly adhered to by the Contractor.

It shall be understood that all vending machines are and shall remain the property of the Contractor

The contractor shall provide additional vending operation services as are reasonably requested by the College.

6.2 FUTURE TECHNOLOGY

GCC encourages the use of new technology in the servicing of the account, dispensing of product, and distribution of the products.

The College reserves the right to approve all technology changes which effect the distribution or dispensing of products, or operation of any equipment which the contractor wishes to incorporate during the life of the contract.

6.3 PRODUCT CHANGES/PRICE INCREASES

The College recognizes that during the life of the contract the vending prices charged may need to be adjusted. These price adjustments will not occur more than once in a 12-month period. Price increases must be submitted for approval to GCC in writing with price increase justification by April 1 of each year. The price increase if approved will be implemented on July 1 of that year. The College retains the right to final approval on all requests.

6.4 REPAIRS AND REPLACEMENT OF MACHINERY

The College recognizes that in order to maximize the revenues in each of the areas; the reliability of the machinery, the response time of the repair crew, and the "trade out" of the

damaged equipment are a key factor. GCC places a significant value on keeping the equipment operating at peak capacity with a minimum down time. Emphasis needs to be placed on the speed at which repair calls are handled, the number of repeat calls for like repairs, and the availability of replacement machines.

GCC requires the successful bidder to have available the following:

1. Guaranteed 4 hour maximum response time during normal operating hours.
2. An equipment replacement guarantee for any equipment which cannot be brought up to full working capacity in less than 72 hours from time of service.

7.0 SCOPE OF THE CONTRACT

The general goal of the contract is to improve vending food services and increase revenues by maximizing the availability of product. The College has a diverse offering of exclusivity arrangements that it will provide as an all-inclusive package in return for superior service, reduced product costs, and financial support of services from the Contractor.

7.1 EXCLUSIVITY RIGHTS

The College reserves the right to negotiate/barter with national brand named food/beverage companies for exclusive operations.

7.2 PARTNERSHIPS OR SUBCONTRACTING

All partnerships or subcontractors who will be providing services under this contract must be clearly identified in writing (Section 8.1 – Tab One) and must be approved by the College prior to their presence on the campus. In the event the successful respondent wishes to bring in a partner, enter into a partnership contract, or contract with a subcontractor for services which will be rendered on the GCC Campus, GCC retains the right to approve all entities.

7.3 CONTRACT ADMINISTRATION

All correspondence pertaining to this contract shall be directed in writing to the College. There shall be no verbal deviations whatsoever from this contract.

Any notice to the College must be served by delivering it in writing or my mailing it via registered mail to the Controller, Gloucester County College, 1400 Tanyard Road, Sewell, NJ 08080.

7.4 MINIMUM RATES OF RETURN

GCC has determined the minimum vending commission rate to be 25 percent of the net sales. Net sales are defined as total sales collected less sales tax.

8.0 PROPOSALS

All bidders must submit **four (4)** copies of the Beverage Program Proposal in 3-ring binders with the name of their Corporation and the name of the proposal clearly marked on the front cover and spine. The responses to the information requested in the proposal must be separated by printed tabs as outlined below. The College retains the right to disqualify and disallow any proposal which is submitted in any format other than what is listed below or does not provide all of the information requested. The College reserves the right to reject any and all proposals.

8.1. Tab One: General Information

- 8.1.1 Name and address of bidder's firm and all subcontractors, if any.
- 8.1.2 Number of years in the vending business.
- 8.1.3 Which distribution facility will be used? Location? Size? Number and names of clients equal in size to GCC or larger?
- 8.1.4 Proposed management structure to oversee Contract fulfillment and experience level of each manager in managing a similar sized account.
- 8.1.5 Please provide the contact name, address, phone number, and fax number of five references of accounts in area of similar size to GCC who are currently being serviced by the proposed distribution facility(s) and have been for 2 or more consecutive years. The College reserves the right to contact any and all references.
- 8.1.6 Statement signed by officer of the corporation that the corporation is free from any legal matters which may hamper or hinder the fulfillment of the contract.
- 8.1.7 Statement signed by officer of the corporation stating that all information contained in the proposal submitted is accurate and that the corporation is fully supporting the terms and conditions set forth in the proposal.
- 8.1.8 Statement signed by officer of the corporation delegating authority to negotiate to representative who will become the main contact for further proceedings regarding the proposal and possible ensuing agreements. This statement must also include the contact person's work address, phone number, fax number, and e-mail address if available.
- 8.1.9 Confirmation that your company abides by all Federal, State and Local ordinances, statutes and laws regarding Equal Opportunity Employment and that it will continue to do so if awarded a Contract by the College.

8.2 Tab Two: Scope of Vending Contract

- 8.2.1 Per location, provide brochures or photos, descriptions, and utility requirements for all vending machinery proposed.
- 8.2.2 Provide an implementation plan for placement of all vending equipment. How long will this process take?
- 8.2.3 Provide the proposed service and maintenance schedule for all equipment provided. Provide the format for placing orders and repair calls.
- 8.2.4 Provide a list of proposed products including package size, package type, sales price, and any applicable taxes.
- 8.2.5 Provide a detailed summary of any changes needed to improve upon the existing program.
- 8.2.6 Identify the quarterly expenditures for marketing and promotions. Please provide along with your proposal samples of promotions and marketing tools your company has used in the past.
- 8.2.7 All refunds will be paid by the Contractor. Submit a viable plan for managing this process. The Contractor shall post their company name and telephone number on each machine so they may be contacted in the event of a problem. The contractor shall clearly post information on their refund policy and procedure at each vending site. The contractor shall make obtaining a refund accessible between the hours of 7:30am and 8:00pm, Monday through Friday. An alternative for off-hour refunds must also be made available.
- 8.2.8 Indicate any changes you recommend or that you require to be made to the Sample Contracts.

8.3 Tab Three: Vending Commission Rate Proposed

- 8.3.1 Identify the commissions to be paid to GCC in either format below:
 - 8.3.1.1 As a percentage of total sales after applicable sales tax beyond the minimum required return of 25% for the life of the contract.
 - 8.3.1.2 As a percentage of the total sales after applicable sales tax with a starting rate of 25% and a percentage increase amount for growth that year over the same period the previous year. All vending machines furnished for this contract shall be equipped with non-resettable, tamper proof counters, which register every sale. Total dollar volume and number of vends shall be entered on monthly statements.
 - 8.3.1.3 The contractor shall submit to GCC a monthly statement showing beginning and ending meter readings, gross sales, refunds, net sales and commission. Commission payments shall be made on net sales (after refunds) for that period and not on deposits made.

8.3.1.4 GCC shall retain supervision over the activities of the Contractor with respect to the provisions of the contract, and shall have the right to inspect and audit the contractor's account that pertains to all machines at the College. GCC shall also make other inspections or audits as deemed necessary to ensure contract compliance.

8.3.1.5 Upon request, the contractor shall meet with GCC and review each monthly statement, explain deviations, discuss problems, and mutually agreed on courses of action to improve the results of the required services included in this contract. Monthly statement adjustments required as a result of review and/or audit shall be identified and reflected on the next monthly statement.

GCC will use an annual sales figure of \$50,000 as the basis for determining the favorable commission structure.

8.4 Tab Four: Price and Products

8.4.1 The successful bidder shall obtain and pay for all food, snacks, candies and other items and supplies of every kind which are to be sold in the vending machines. All vending products shall be of quality satisfactory to Gloucester County College.

8.4.2 The Contractor shall submit a complete pricing list of all items to be sold through the vending machine.

8.5 Tab Four: Attachments

The forms listed below and located in the Appendix shall be completed and must be submitted to the College as part of your proposal. Failure to return any one of the forms listed below will automatically disqualify your proposal:

- Attachment A: Mandatory Equal Employment Opportunity Language
- Attachment B: Procurement and Service Contracts Language "A"
- Attachment C: Non-Collusion Affidavit
- Attachment D: Stockholder or Partnership Disclosure Requirement
- Attachment E: Non-Construction Contracts Language "New Jersey Business Registration Requirements"
- Attachment F: Vendor Information Form

Submission of the vendor's State of New Jersey Business Registration Certificate is required to be submitted with the Proposal. Submission of vendor's W-9 form is also required to be submitted with the Proposal.

Respondents must agree, if applicable, to execute and provide all affidavits, agreements, certificates, statements, authorizations, and other assurances or documents of compliance that Gloucester County College may require by law and by the Board of Trustees.

9.0 EVALUATION CRITERIA

The bidder shall furnish and include all the information and data requested in this according to the time period outlined in this Request for Proposal. All statements shall be complete and accurate. Omissions, inaccuracy, or misstatements will be sufficient cause for the rejection of the proposal.

From the information requested, a determination of the bidder’s ability to serve the GCC community will be made. The College will independently evaluate each submission and selection will be made upon the basis of the criteria listed below:

- Financial remuneration to the College over the term of the Contract.
- Qualifications, reputation and prior experience of the bidder for the work at other similar organizations.
- References (satisfaction of former clients)
- Completion and clarity determined by designated College staff members.
- Ability of the firm to meet the RFP requirement in all areas.

The College reserves the right to reject any and all bids. The selection committee will finalize the selection of the agency and forward the recommendation to the Board of Trustees.

10.0 RFP SCHEDULE

The College anticipates that the process will be administered according to the following schedule:

Request for Proposal Available	January 23, 2012
Proposal Submission Deadline	February 3, 2012
Anticipated Proposal Award	March 7, 2012

11.0 PROCEDURE FOR RESPONDING TO REQUEST FOR PROPOSALS

Agencies interested in providing vending food services to Gloucester County College shall deliver **one original and three (3) duplicate copies** of their response to this Request for Proposal (RFP), enclosed in a sealed envelope, box, or package to:

Dominick Burzichelli
Vice President & Chief Operating Officer
Gloucester County College
1400 Tanyard Road
Sewell, NJ 08012

Proposals are due in the Purchasing Department by **3 p.m. on February 3, 2012**. Proposals received after this deadline will be returned unopened to the originating agency.

To be considered, the proposal must respond to all requirements in the RFP. Any other information believed to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal.

The RFP response will be reviewed by a College selection committee comprised of management and staff. The completeness, thoroughness, and creativity of the agency proposal will be the key factors in this evaluation process.

12.0 INSURANCE

Prior to commencing work under contract, the successful firm shall furnish the College with a certificate of insurance as evidence that it has procured the insurance coverage required herein. Firms must give the College a sixty-day notice of cancellation, non-renewal or change in insurance coverage.

The successful firm must provide and maintain the following minimum limits of insurance coverage during the period of performance required under the contract resulting from this RFP:

12.1 Professional Liability

\$1,000,000 errors and omissions/malpractice per occurrence

12.2 Workers Compensation and Employer Liability

Statutory coverage for New Jersey;
\$100,000 Employer's Liability
Broad Form All-States-Endorsement

12.3 General Liability

\$1,000,000 per occurrence. The College shall be named as additional insured with respect to general liability.

12.4 Auto Liability

\$1,000,000 per occurrence/\$1,000,000 aggregate. The coverage is required of the operation of any vehicle is required in the performance of the services detailed herein (including but not limited to the use of a vehicle to make on-site visits).

13.0 INDEMNIFICATION

The selected firm shall defend, indemnify and hold harmless the College, its officers, agents and employees from any and all claims and cost of any nature whether for personal injury, property damage or other liability arising out of or in any way connected with the firm's negligent acts or omissions under this agreement.

14.0 MISCELLANEOUS REQUIREMENTS

1. Gloucester County College will not be responsible for any expenses incurred by any firm in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of the firm's ability to satisfy the requirements of this RFP. Emphasis will be on the completeness and clarity of content as well as the creative ability of the firm.

2. The contents of the proposal submitted by the successful firm(s) and this RFP may become part of the contract for these services. The successful firm(s) will be expected to sign said contract with Gloucester County College.
3. Proposals shall be signed in ink by the individual or authorized principal of the responding party. Proposals submitted shall be valid for a minimum of 60 days from the day of opening.
4. Gloucester County College reserves the right to reject any and all proposals received by reason of this RFP, to serve the best interests of the College. Firms whose proposals are not accepted will be notified in writing.
5. Any selected firm is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement of its rights, title, or interest therein or its power to execute such agreement to any other person, company, or corporation without the prior written consent of the College President or his designee.

15.0 CONFLICT OF INTEREST

The responding firms should disclose any potential conflicts of interest that they may have in performing these services for Gloucester County College.

APPENDIX

- Attachment A: Mandatory Equal Employment Opportunity Language
- Attachment B: Procurement and Service Contracts Language “A”
- Attachment C: Non-Collusion Affidavit
- Attachment D: Stockholder or Partnership Disclosure Requirement
- Attachment E: Non-Construction Contracts Language “New Jersey Business Registration Requirements”
- Attachment F: Vendor-9
- Attachment G: Vendor Information Form

ATTACHMENT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, 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 or sex. Such action shall include, but not 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 or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which he 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 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 personal 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 the 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 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 not 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 Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

ATTACHMENT B

PROCUREMENT AND SERVICE CONTRACTS
LANGUAGE "A"

In the event that you or your firm is awarded this contract, our office upon award will send the necessary additional forms. These should be submitted within seven (7) working days of notification. (Vendors/Bidders are required to comply with the requirement of N.J.A.C. 17:27-1.1 et seq.

1. Does this contract have or have the potential of having a dollar value of \$27,900 or better?

- () YES (If yes, complete #2)
- () NO (If no, no further documentation is required)

2. Does your company have a Federal Affirmative Action Plan Approval Letter?

- () YES (If yes, submit a Photostat copy)
- () NO (If no, complete "A" below)

A. Does your company have a Certificate of Employee Information Report?

- () YES (If yes, submit a Photostat copy)
- () NO (If no complete "B" below)

B. If you do not have either of the above-mentioned documents, an Affirmative Action Employee Information Report Form (AA-302) will be returned to you for your completion.

3. Each Contract over \$27,900 must also contain Language "A".

4. Are you a minority-owned business?

- () YES
- () NO

All successful vendors must submit one of the following forms of evidence:

- 1. Letter of Federal Approval OR 2. Certificate of Employee Information Report

I certify that the above information is correct to the best of my knowledge.

COMPANY: _____

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

Contractor: Please complete and sign this form and return it with your Contract Proposal.

-----AN EQUAL OPPORTUNITY EMPLOYER-----

*Special Note: This questionnaire must be completed, signed & returned with your proposal.

ATTACHMENT C

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

ss:

COUNTY OF _____

I, _____ of the City of _____ in the County of _____ and in the State of _____

of full age, being duly sworn according to law on my oath depose and say that: I am of the firm of _____ the bidder making the Proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the Board of Trustees of Gloucester County College relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (Name of Contractor)

_____ NJSA 52:34-25

Signature

(Also type or print name of affiant under signature)

Subscribed and sworn to before me this ___ day of _____, 20____.

Notary Public of

My commission expires _____

ATTACHMENT D

STOCKHOLDER OR PARTNERSHIP DISCLOSURE REQUIREMENT

Per State of New Jersey Assembly Bill No. 22

Be it enacted by the Senate and General Assembly of the State of New Jersey:

1. No corporation "or Partnership" shall be awarded any contract nor shall any agreement be entered into for the performance of any such work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of public funds, by the State or any county , municipality or school district, or any subsidiary or agency of the State, or by an authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation "or partnership who owns 10% or greater interest therein, as the case may be. If one or more such stockholder "or partner" is itself a corporation "or partnership," the stockholders holding 10% or more of that corporations stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every "noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, have been listed."

2. This act shall take effect immediately.

It is mandatory that this form be completed and submitted with Proposal.

Vendor Name and Address

Stockholder's Name and Percentage of Ownership

Use reverse side of sheet for other stockholders

____ No individual stockholder or partner owns 10% or more of this corporation or partnership.

by _____
Name of Contractor Address

Subscribed and sworn to _____
(type or print name of affidavit along with signature)

Before me this day of 20 .

Notary Public of
My commission expires

ATTACHMENT E

P.L. 2004, c.57

Non-construction Contracts Language

“New Jersey Business Registration Requirements”

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

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

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

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

ATTACHMENT G

To: Business Partner of Gloucester County College

The State of New Jersey, pursuant to Executive Order #34, is requesting that all vendors doing business in the State of New Jersey respond to the following:

Please check all that apply:

- Minority Business Enterprise
- Minority Women Business Enterprise
- Small Business Enterprise
- Small Minority Business Enterprise
- Small Minority Women Business Enterprise
- Small Woman Business Enterprise
- Women Business Enterprise
- Non-Small, Minority, and/or Women Business Enterprise

Please check all that apply:

(Optional)

- African Americans Asian Americans Hispanic Americans
- Caucasian Women Native Americans

Name of Company _____

Address _____

Signature of Authorized Agent _____

Print Name & Title _____

Please return this questionnaire ASAP to Chris Denney, Gloucester County College, 1400 Tanyard Road, Sewell, NJ 08080, or FAX to 856-464-2218.

Dominick Burzichelli
Vice President & Chief Operating Officer

