



**CITY OF JERSEY CITY
BID SPECIFICATION FOR
PROVISION OF CARNIVAL RIDES AND CONCESSIONS FOR
THE DATES OF JULY 3-4, 2015 OR JULY 4-5, 2015**

SUBMISSION DEADLINE:

**11:00 A.M.
JUNE 24, 2015**

ADDRESS ALL BID PROPOSALS TO:

**Peter Folgado, Purchasing Agent
Jersey City Department of Administration
Division of Purchasing
394 Central Avenue, 2nd Floor
Jersey City, NJ 07307**

**SPECIFICATION FOR
PROVISION OF CARNIVAL RIDES AND CONCESSIONS FOR THE DATES OF JULY
3-4, 2015 OR JULY 4-5, 2015.**

DO NOT REMOVE BID PROPOSAL FROM BOUND SPECIFICATIONS. SUBMIT ENTIRE DOCUMENT WITH AN ADDITIONAL COPY OF THE ENTIRE BID PROPOSAL AND ALL SUPPORTING DOCUMENTS SLIPPED INTO BACK COVER.

PROJECT: PROVISION OF CARNIVAL RIDES AND CONCESSIONS FOR THE DATES OF JULY 3-4, 2015 OR JULY 4-5, 2015.

DEPARTMENT: OFFICE OF CULTURAL AFFAIRS

OWNER: CITY OF JERSEY CITY
280 GROVE STREET
JERSEY CITY, N.J. 07302

HONORABLE STEVEN M. FULOP, MAYOR
ROBERT KAKOLESKI, BUSINESS ADMINISTRATOR
PETER FOLGADO, DIRECTOR, DIVISION OF
PURCHASING

DATE: JUNE 15, 2015

NOTICE TO BIDDERS

Sealed Proposals will be received, opened and read in public by the Director of Purchasing at 394 Central Avenue, 2nd Floor, Jersey City, NJ 07307 on June 24, 2015 at 11:00A.M., prevailing time, or as soon thereafter as the matter can be reached, for the:

PROVISION OF CARNIVAL RIDES AND CONCESSIONS FOR THE DATES OF JULY 3-4, 2015 OR JULY 4-5, 2015, JERSEY CITY, NEW JERSEY

Contract Documents, Specifications, and Bid forms may be downloaded by going online to www.bidsync.com. Questions by prospective bidders concerning this bid must be done online at www.bidsync.com.

Bidders are required to comply with the provisions of N. J. S. A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Equal Employment Opportunity/ Affirmative Action Program). Bidders are also required to comply with the requirements of P .L. 2004, c.57 which includes the requirement that contractors provide copies of their Business Registration Certificates issued by the New Jersey Department of the Treasury. These provisions are incorporated herein by Reference. Full requirements of the Affirmative Action Program may be obtained with Proposal Forms.

Each Bidder shall submit with the proposal, all information requested in the section "Schedule of Submittals by Bidder".

Bids may be submitted in person, or may be sent by U.S. certified mail return receipt requested, or may be sent by private courier service. Mail bids to: Peter Folgado Director, City of Jersey City Division of Purchasing, 394 Central Avenue, 2nd Floor, Jersey City, NJ 07307. Bids sent by mail or courier service must be received by the Director of Purchasing no later than 11:00 A.M. on June 24, 2015. The City shall not be responsible for the loss, non-delivery or physical condition of bids sent by mail or courier service. Bids must be submitted individually in a sealed envelope addressed to the Director. Bids must comply with specifications.

The Director of Purchasing reserves the right to reject any and all bids received, or portions thereof, if deemed to be in the interest of the City to do so.

**ELIZABETH CAIN, DIRECTOR
OFFICE OF CULTURAL AFFAIRS**

INFORMATION TO BIDDERS

1. CONTRACT DOCUMENTS:

The contract consists of the following documents

- Information to Bidders
- Scope of Work
- Any Addenda Issued Prior to the Bid Reception
- Bid Proposal
- Bid Documents

With the exception of addenda, the above documents are bound herein and comprise the Contract Documents. Throughout the Contract, the term City shall mean the City of Jersey City. The term Bidder shall mean a party submitting a bid in response to the City's Notice to Bidders. The term Contractor shall mean the lowest responsible Bidder awarded a contract by the City. The term Specifications shall mean this Bid Specification for the Provision of Carnival Rides And Concessions for the Dates of July 3-4, 2015 or July 4-5, 2015, which will involve the provision of carnival rides and concessions for two (2) days on either the dates of July 3-4, 2015 or July 4-5, 2015 at the option of the Bidder.

Notice to Bidders shall mean the published advertisement soliciting bids on BidSync.

Bid shall mean the completed Bid Proposal with attached executed bid documents as required herein.

2. INTENT OF CONTRACT:

Under these Specifications and the Contract which will be based thereon, it is proposed that the Bidder shall furnish all materials, equipment, tools labor and supervision necessary to complete the work in strict accordance with the Contract.

The intent of the Contract documents is to obtain carnival rides and concessions for a Fourth of July celebration that are satisfactory to the City. It shall be understood that the Bidder has been satisfied as to the full requirement of the Contract documents and has based the bid proposal upon such understanding.

3. FAMILIARITY WITH WORK:

It is the obligation of the Bidder to read and examine the Contract Documents, and ascertain all the facts concerning conditions to be found at the locations including all physical characteristics, to read the Specifications thoroughly and completely, to consider all other matters which can in any way affect the work under the Contract and to make the necessary investigations relating thereto, and the Bidder agrees to this obligation in the signing of the Contract. The City assumes no responsibility whatsoever with respect to ascertaining for the Bidder such facts concerning physical characteristics at the locations. The Bidder agrees to make no claim for additional payment or seek any other concession because of any misinterpretation or misunderstanding of the Contract or of any failure to be acquainted with all conditions relating to the Contract.

4. INTERPRETATIONS OR ADDENDA:

Should a Bidder find discrepancies or omissions from the Contract Documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent in writing via BidSync. No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such interpretation shall be in writing and to be given consideration, must be received at least five (5) calendar days prior to the date fixed for the opening of bids, to allow the City to issue an addendum prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions or addition of items will be in the form of written addenda to the contract which, if issued, will be mailed by registered mail with return receipt requested to all prospective Bidders (at the respective addresses furnished for such purpose). All addendum so issued shall become part of the Contract Documents and shall be read immediately prior to the opening of the bids by the City's Purchasing Agent who shall give each Bidder or his/her representative present an opportunity to withdraw his/her bid before any bids are opened. Any objection subsequent to the opening of bids will not be considered. Failure of any Bidder to receive any such addendum or interpretation or to attend the reading of the bids shall not relieve such Bidder from any obligation under his/her bid as submitted, including such addendum. The City will not be responsible for any other explanations or interpretations of the contract documents.

5. SUBMITTING BID:

Each Bid must be submitted on the prescribed Bid Form which shall not be removed from the Contract Book. All entries must be in ink or typewritten. Bidders shall submit their Bid in sealed envelopes. On the outside of the envelope shall be stated the name and address of the Bidder and the name of the work as shown in the Notice to Bidders.

When the Bid is made by an individual, his/her post office address shall be stated and he/she shall sign the Bid. When made by a firm or partnership, its name and post office address shall be stated, and the Bid shall be signed by one or more of the partners. When made by a corporation, its name and principal post office address shall be stated and the Bid shall be signed by an authorized official of the Corporation, with Corporate Seal affixed. Signatures shall be notarized in all cases. Bids shall be delivered in person to the City Purchasing Agent at the time and place stated in the Notice to Bidders, and they will be publicly opened and read aloud on the date, place, and at the time stated in the Notice to Bidders.

Bids may be submitted in person, or may be sent by U.S. certified mail return receipt requested, or may be sent by private courier service. Mail bids to Peter Folgado, Director, Division of Purchasing, 394 Central Avenue, 2nd Floor, Jersey City, NJ 07307. Bids sent by mail or courier service must be received by the Purchasing Agent no later than 11:00 A.M. on June 24, 2015. The City shall not be responsible for the loss, non-delivery or physical condition of bids sent by mail or courier service. Bids must be submitted individually in a sealed envelope addressed to the Purchasing Agent. Bid proposals must comply with specifications. As per Notice to Bidders, bids will be publicly opened and read aloud on the date, place and at the time stated in the Notice to Bidders.

6. BID DOCUMENTS:

The Bid Documents to be included in the sealed envelope with the Bid shall include but not be limited to the following:

Certification of Experience of Contractor *

Equipment Questionnaire of Contractor *

Non-Collusion Affidavit

Statement of Corporate Ownership*

New Jersey Business Registration Certificate of Contractor

Written acknowledgment of Addendum (if issued), pursuant to N.J.S.A. 40A:11-23.2(e)*

Form MWB-3; Minority/Women Business Compliance Plan

Exhibit A Mandatory Equal Employment Opportunity Language

Failure to include the bid documents listed immediately above that are marked with an asterisk (*) shall result in automatic rejection of the bid at the time of the bid reception.

7. WITHDRAWAL OF BID:

A Bid, after having been submitted, may be withdrawn by the Bidder on a given Project prior to the opening of any bid on that project.

After the opening of bids, N.J.S.A. 40A: 11-23.3 authorizes a Bidder to request withdrawal of a public bid due to a mistake on the part of the Bidder. A mistake is defined by N.J.S.A. 40A:11-2 (42) as a clerical error that is an **unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation.**

A Bidder claiming mistake under N.J.S.A. 40A: 11-23.3 must submit a request for withdrawal, in writing, by certified or registered mail to: Peter Folgado, Director, Division of Purchasing, 394 Central Ave., Second floor, Jersey City, New Jersey 07307. The Bidder must request withdrawal of a bid due to a mistake, as defined by law, within five business days after the receipt and opening of the bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, Peter Folgado, Director, Division of Purchasing may contact all bidders, after bids are opened, to ascertain if any bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.

A Bidder's request to withdraw the bid shall contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the public owner's designated staff pursuant to the statutory criteria of N.J.S.A. 40A: 11-23.3.

The City will not Consider any written request for a bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-22(42), by the Bidder in the preparation of a bid proposal unless the postmark of the certified or registered mailing is within the five business days following the opening of bids.

8. CAUSES FOR REJECTION:

Bids from Bidders who are found to be unqualified and Bids not accompanied by all required and properly completed bid proposals and bid documents shall be rejected.

In addition, causes for rejection of Bids may include but not be limited to the following:

- A. Prices are obviously unbalanced,
- B. Received from Bidders who previously performed work in an unsatisfactory manner,
- C. The Purchasing Agent, at his/her sole discretion, deems it advisable so in the best interest of the City of Jersey City,
- D. If conditions, limitations or provisions are attached by a Bidder to his/her Bid, if proposals are otherwise irregular or if the enclosed or accompanying documents are not completed and properly executed,
- E. If the Bidder does not own sufficient or satisfactory equipment to perform the work.

9. AWARD OF CONTRACT:

The Contract, if awarded, will be awarded to the qualified Bidder whose Bid complies with the requirements as

stated herein and offers the maximum profit to the City through a revenue sharing formula that splits a percentage of the gross revenues between the Bidder and the City. Bids may be rejected where the revenue sharing formula as bid are obviously unreasonable. Award of the contract will be made by the Municipal Council of the City of Jersey City.

10. TIME FOR EXECUTING CONTRACT & LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:

Any Bidder whose Bid is accepted will be required to execute four (4) copies of the Contract and furnish a satisfactory insurance certificate to the City of Jersey City within five (5) days after notice of acceptance. The successful Bidder, upon his failure or refusal to execute and deliver the signed contract and certificate of insurance within the required time shall forfeit the certified check, cashier's check or bid bond to the City as liquidated damages for such failure or refusal.

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

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

11. CERTIFICATE OF INSURANCE:

The Bidder shall also supply to the City, at the time the Contract is signed by the Bidder, a Certificate of Insurance in such amounts as described elsewhere in these Contract Documents, which will be maintained by the Bidder during the life of the contract. The City of Jersey City shall be named as an additional insured on the Certificate.

12. CHANGES - EXTRA WORK:

The City, through its representative, may at any time desire changes in either the quantity or the quality of maintenance work to be performed or furnished. These changes may be such as to either increase quantities specified or may call for extra materials not contemplated in the original Schedule of Prices in the Bid Proposal.

When the extra services are of a kind not embraced in the Bid Proposal, The Contractor shall be furnished a written change order signed by the representative and approved by the Municipal Council. Said change order shall state the extra service to be supplied and amount to be paid therefore.

The price stated in this written change order representing the amount to be added to the contract amount shall be determined as follows:

- (1) By such applicable unit prices, if any as are set forth in the contract; or
- (2) If no such unit prices are set forth, then by a unit price mutually agreed upon by the City and the Contractor; or
- (3) If no such unit prices are so set forth, and if the parties cannot agree upon a unit price, then no condition of this contract shall prevent the City from seeking Bid proposals from other contractors.

The provisions herein shall not affect the power of the Contractor to act in the case of emergency. Under no circumstances shall the Contractor perform work in excess of the quantities delineated in the Bid Proposal without a written change order issued by the City's representative after receiving the approval of the Municipal Council. The City shall not be liable for any claims for work performed outside the Contract amounts unless so authorize by written change order.

It is understood and agreed to the Contractor that any delays necessary to institute a Change Order; approved by the City Council will not be a basis of a claim for additional compensation.

13. NO SUBSTITUTIONS:

Each bidder represents that his/her Bid is based upon the labor, hours, materials and equipment described in the contract documents.

14. RESPONSIBILITY FOR MATERIALS:

The Contractor assumes full responsibility for materials and equipment supplied and agrees to make no claim against the City of Jersey City for damages to such materials and equipment from any cause whatsoever.

15. LAWS, ORDINANCES & REGULATIONS

The successful Bidder must secure all insurances, licenses and pay any inspection fee in accordance with provisions as set forth in laws, ordinances, and regulations by all governmental agencies affecting the work at his/her own expense. The successful Bidder shall be solely responsible for any damage resulting from his/her neglect to obey all laws, regulations, rules, and ordinances. Ignorance regarding such requirements shall in no way serve to modify the provisions of the contract.

The Contractor shall keep fully informed of all Federal and State laws, all local laws, ordinances, safety codes, regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed in his/her service, or which in any way affect his/her service. He /She shall at all times observe and comply with all such laws, ordinances, safety code, regulations, order, or decree, whether by himself/herself or his/her employees.

16. PROVISION REQUIRED BY LAW DEEMED INSERTED:

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein and if, through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon the application of either party, the contract shall forthwith be physically amended to make such insertion.

17. INSURANCE:

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

All of the Contractor’s insurance coverage shall contain a clause indemnifying and saving harmless the City and its agents from any and all liability of whatever nature arising from the work to be performed under the contract, including attorney’s fees and costs in connection with the defense of such claims. The certificate of Insurance furnished by the Contractor shall spell out specifically that the above indemnification is guaranteed by the policy. See also “Indemnity” Section 22 below. The City, its officers, custodians, agents, servants, and employees as their interest may appear, shall be named as an additional insured on said policies insofar as the work and obligations performed under the contract are concerned.

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

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

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

Types of Required Insurance

A. WORKER'S COMPENSATION INSURANCE:

The Contractor shall procure and maintain during the life of this Contract, Worker's Compensation Insurance with New Jersey statutory limits and Employer's Liability Insurance in the amount of \$1,000,000.

B. CONTRACTOR'S GENERAL LIABILITY INSURANCE AND PROPERTY DAMAGE INSURANCE:

The Contractor shall procure and maintain during the life of this Contract, Contractor's General Liability Insurance and Property Damage Insurance in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate with companies and in the form to be approved by the City. Said insurance shall provide coverage to the Contractor and the City, its officers, agents, servants, and employees as their interest may appear. The coverage so provided shall protect against claims for personal injuries, including accidental death, as well as claims for property damages, which may arise from any error or omission of the City, the Contractor or by anyone directly or indirectly employed by them.

C. AUTOMOBILE INSURANCE:

Liability Insurance to cover each automobile, truck, vehicle or other equipment used in the performance of the contract in amount not less than \$1,000,000.00 on account of injury, death or property damage to one person and not less than \$2,000,000.00 on account of injury or death of two or more persons.

D. ADDITIONAL INSURED:

All policies required must include the City of Jersey City as an additional Insured.

E. EMPLOYEE DISHONESTY:

Blanket bond in the amount of \$500,000.

F. PROOF OF INSURANCE:

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

G. TIME TO PROVIDE PROOF OF INSURANCE:

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

18. INDEMNITY

The Contractor agrees to indemnify, hold harmless and defend the City, its officers, custodians, agents, servants and employees as their interests may appear, from any and all liability including claims demands, losses, costs,

damages, and expenses of every kind and description or damage to persons or property arising out of or in connection with or occurring during the course of this agreement where such liability is founded upon or grows out of the acts, errors or omissions of the contractor, its custodians, officers, employees, agents or subcontractors. The contractor will after reasonable notice thereof, defend and pay the expense of defending any suit which may be commenced against the City, its officers, custodians, agents, servants, and employees as their interests may appear, by any third person alleging injury by reason of such carelessness or negligence and will pay judgment which may be obtained against the City, its officers, custodians, agents, servants, and employees as their interests may appear in such suit. In defending any suit, the Contractor shall not, without obtaining express written permission in advance from City's Corporation Counsel, raise any defense involving in any way the immunity of the City provisions of any statute respecting suit against the City.

The Contractor shall be required to provide all appropriate documentation demonstrating the compliance with indemnity requirements of the Contract to the City with the executed Contract.

19. TERM:

The term of this contract shall be for a two (2) day period (Base Term). The Bidder (hereinafter referred to as the "Bidder" or Contractor") shall agree to provide such services as specified herein to the City of Jersey City (hereinafter referred to as the "City") for such prices as indicated in its Proposal for the entire term of the Contract. The City intends for the City Council to award this contract on June 24, 2015. The Contractor shall begin configuring and erecting all structures in the designated location for the services to be performed in accordance with all applicable laws and regulations in order to provide the full services to the public on the first calendar day of the Base Term.

20. METHOD OF PAYMENT

1. Pursuant to the terms herein, the Contractor agrees to provide the Business Administrator or his authorized designee a complete written invoice and accounting of all revenues raised by the provision of the services to the City.
2. Invoices for payments shall be submitted on the Contractor's standard invoice form previously approved by the Business Administrator or his authorized designee. In addition, each invoice shall reference the City's purchase order number supplied by the Director of Purchasing at the time of Contract award.

21. TERMINATION FOR CONVENIENCE

During the term of the Contract, the Business Administrator shall have the right to terminate the Contract for convenience, in whole or in part, by giving 24 hours' written notice prior to the effective date of termination. If the Contract is terminated by the Business Administrator as provided herein, the Contractor shall be paid for all obligations incurred and services rendered to the date of termination.

22. TERMINATION FOR CAUSE

In the event the performance by the Contractor of the services provided under this agreement is unsatisfactory to the City, the City agrees to notify the Contractor in writing and the Contractor agrees to immediately rectify the unsatisfactory condition or performance. Should the unsatisfactory performance or condition not be rectified within two (2) hours of notice being given, the City shall at its sole option be entitled to terminate this

agreement immediately. The Contractor shall not be entitled to any compensation for service subsequent to receiving notice of termination from the City.

SCHEDULE OF SUBMITTALS BY BIDDER

<u>SUBMITTAL ITEM</u>	<u>TIME OF SUBMISSION</u>	<u>CONSEQUENCES OF NON COMPLIANCE</u>
1. Bidder's Acknowledgement of Addendum	With Bid Proposal	Bid Rejected
2. Bid Proposal	Time and Date of Bid Reception	Bid Rejected
3. Certification of Experience of Contractor	With Bid Proposal	Bid Rejected
4. Equipment Questionnaire Certification	With Bid Proposal	Bid Rejected
5. Insurance Certificates	Prior to Execution of Contract by the City	Termination of Award
6. Non- Collusion Affidavit	With Bid Proposal or within 24 hours of Bid Reception	Bid May Be Rejected
7. Statement of Corporate Ownership	With Bid Proposal	Bid Rejected
8. Form MWB-3; Minority/Women Business Compliance Plan	With Bid Proposal or within 24 Hours of Bid Opening	Bid May Be Rejected
9. Exhibit A: Mandatory Equal Employment Opportunity Language	With Bid Proposal or within 24 Hours of Bid Opening	Bid May Be Rejected
11. New Jersey Business Registration Certificate	With Bid Proposal or prior to the Contract award	Bid May Be Rejected
12. Execution of Contract Agreement	Within 5 days of City Notice of Contract Award	Termination of Award
13. Material Certifications (if applicable)	Prior to delivery to site	Removal of Unapproved Materials or Default of Contract
14. Claims for Extra Cost	Within 48 Hours of Instructions from City's Designee	Denial of Claim

The Contractor shall provide all submittals required under this contract whether or not listed above.

CARNIVAL BID SPECIFICATIONS –SCOPE OF WORK

SUPERVISION

CONTINUAL ROUTINE SUPERVISION IS REQUIRED. A CREW SUPERVISOR WILL BE AT THE DESIGNATED SITE.

CREW SUPERVISOR:

1. WILL BE RESPONSIBLE FOR THE SITE.
2. WILL BE THOROUGHLY FAMILIAR WITH THE SPECIFICATIONS FOR SAFELY OPERATING EACH STRUCTURE OR AMUSEMENT.
3. WILL IMPLEMENT CITY'S REQUESTS AND RESOLVE ANY PROBLEM. WILL COMMUNICATE REGULARLY WITH CITY STAFF TO ENSURE THE SAFE OPERATION OF THE SERVICES AND ADDRESS ANY CONCERNS AS THEY ARISE.
4. WILL SUPERVISE THE LABOR FORCE.
5. WILL REPORT DIRECTLY TO THE CONTRACT AREA MANAGER.
6. WILL KEEP UP TO DATE ON THE PRODUCTS AND TECHNIQUES.
7. WILL BE RESPONSIBLE FOR KEEPING AN ACCURATE INVENTORY OF ALL SUPPLIES AT THE SITE.

****COMMUNICATIONS***

A DAILY LOG BOOK WILL BE USED TO EXPEDITE ROUTINE REQUESTS AND CORRECT DAY-TO-DAY PROBLEMS.

MATERIALS AND EQUIPMENT

THE CONTRACTOR SHALL PROVIDE ALL SUPPLIES AND MAINTAIN ALL EQUIPMENT AND TOOLS FOR THE PERFORMANCE OF THE AFOREMENTIONED SERVICES, UNLESS OTHERWISE SPECIFIED. THE CONTRACTOR SHALL KEEP ALL EQUIPMENT IN GOOD CONDITION AND COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL REQUIREMENTS.

DURATION OF CONTRACT

THE CONTRACT WILL BE FOR A PERIOD OF TWO (2) DAYS. BIDDER MAY SELECT A CONTRACT PERIOD THAT WILL EITHER BE FOR THE DAYS OF JULY 3-4, 2015 OR JULY 4-5, 2015.

SITE CONDITIONS

THE CONTRACTOR IS REQUIRED TO THOROUGHLY CLEAN THE SITE TO MEET CONDITIONS AND SPECIFICATIONS PROVIDED FOR THE DURATION OF THE CONTRACT. UPON EXPIRATION OF THE CONTRACT, THE SITE IS TO BE LEFT IN A CONDITION SIMILAR TO HOW IT EXISTED BEFORE THE PROVISION OF SERVICES.

[SCOPE OF WORK CONTINUED ON NEXT PAGE]

RIDE REQUIREMENTS

- BIDDER WILL SUBMIT CARNIVAL LAYOUT WITH PICTURES OF ALL PROPOSED RIDES (RIDES TO BE APPROVED BY THE OFFICE OF CULTURAL AFFAIRS, JERSEY CITY DEPARTMENT OF PUBLIC SAFETY, AND THE JERSEY CITY OFFICE OF EMERGENCY MANAGEMENT).
- BIDDER WILL PROVIDE A PRICING STRUCTURE FOR ALL INDIVIDUAL RIDES, SUCH AS A PRICE OF TICKETS PER RIDE, AN ALL DAY UNLIMITED RIDE PASS OR BOTH.
- BIDDER WILL SUBMIT COPIES OF ALL COUNTY, STATE AND NATIONAL AMUSEMENT LICENSES/PERMITS. **THE CITY OF JERSEY CITY'S DEPARTMENT OF PUBLIC SAFETY AND DEPARTMENT OF PUBLIC WORKS SHALL HAVE THE RIGHT TO INSPECT ALL RIDES ON-SITE BEFORE THE CARNIVAL OPENS TO THE PUBLIC.** ALSO, THE DEPARTMENT OF PUBLIC SAFETY AND DEPARTMENT OF PUBLIC WORKS ARE TO BE NOTIFIED IN ADVANCE REGARDING ANY COUNTY OR STATE RIDE INSPECTIONS.
- BIDDER WILL PROVIDE SIX (6) RIDES OF A CHARACTER AND QUALITY THAT ARE APPROPRIATE FOR YOUNG CHILDREN ("CHILD RIDES"), TWO (2) RIDES OF A CHARACTER AND QUALITY THAT ARE APPROPRIATE FOR ADULTS ("ADULT RIDES") AND ONE (1) FERRIS WHEEL.
 - CHILD RIDES SHALL CONSIST OF MECHANICAL RIDES THAT ARE SAFE FOR CHILDREN WITH A HEIGHT OF FORTY-EIGHT (48) INCHES OR LESS.
 - ADULT RIDES SHALL CONSIST OF MECHANICAL RIDES RESTRICTED TO PEOPLE WITH A HEIGHT GREATER THAN FORTY-EIGHT (48) INCHES.
- CARNIVAL GAMES OR GAMES OF CHANCE ARE **NOT** ALLOWABLE AT THIS EVENT.
- CARNIVAL RIDES, TRAILERS, ETC. MUST BE ABLE TO BE SAFELY OPERATED AND SUPPORTED ON A GRASS SURFACE IN THE DESIGNATED SITE.
- ANY CARNIVAL RIDE OPERATORS ARE REQUIRED TO DISPLAY NJ STATE RIDE REGISTRATION AND INSPECTION CERTIFICATION AT ALL TIMES.

REVENUE SHARING REQUIREMENTS

BIDDER WILL PROVIDE THE REVENUE SPLIT PERCENTAGE THAT THE CITY OF JERSEY CITY WILL RECEIVE ON ALL GROSS RIDES SALES AND CONCESSION SALES. THE CITY WILL NOT PAY ANY ADVANCE FEE FOR SERVICES.

BIDDER WILL PROVIDE AN ACCOUNTING OF ALL GROSS RIDES SALES AND CONCESSION SALES REVENUES TO THE CITY'S BUSINESS ADMINISTRATOR WITHIN FORTY-EIGHT (48) HOURS OF THE CONCLUSION OF SERVICES. PAYMENT TO THE CITY SHALL BE DUE THIRTY (30) DAYS UPON CONCLUSION OF SERVICES.

[SCOPE OF WORK CONTINUED ON NEXT PAGE]

DESIGNATED SITE



Proposed carnival area in Liberty State Park.



Greater view of the park. The proposed carnival staging area is surrounded by a yellow box.

BID PROPOSAL DOCUMENTS

DO NOT REMOVE THESE PROPOSAL PAGES. SUBMIT THE ENTIRE BOUND DOCUMENT AS BID PROPOSAL IN A SEALED ENVELOPE LABELED ON BOTH SIDES WITH THE PROJECT TITLE

TITLE: CARNIVAL SERVICES

TO THE CITY OF JERSEY CITY

IN COMPLIANCE WITH YOUR INVITATION FOR BIDS DATED _____ ,

2015, WE THE _____

UNDERSIGNED _____

HEREBY DECLARE THAT WE HAVE CAREFULLY EXAMINED THE PROJECT SITES AND ALL OTHER MATTERS PERTAINING TO THE PROPOSED WORK; AND THAT WE PROPOSE TO FURNISH ALL LABOR, EQUIPMENT AND MATERIALS NECESSARY TO COMPLETE THE WORK IN FULL ACCORDANCE WITH THE CONTRACT DOCUMENTS WHILE SHARING A PERCENTAGE OF GROSS REVENUES EARNED THROUGH RIDE SALES AND CONCESSION SALES WITH THE CITY:

_____.

Bidder acknowledges receipt of the following addendum (if any):

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

BID PROPOSAL CHECK LIST

The following documents are to be completed and submitted with the bid proposal. Compliance shall be indicated by placing initials on the line preceding each item attached:

*Percentage of Gross Revenue to be Shared with City

*Certificates of Experience of Contractor

*Equipment Questionnaire of Contractor

Non-Collusion Affidavit

* Statement of Corporate Ownership

Form MWB-3 - Minority/Women Business Compliance Plan (2 Forms)

Exhibit A: Mandatory Equal Employment Opportunity Language (N.J.S.A. 10.5-31 et seq.)
(N.J.A.C. 17:27) Goods, Services and Professional Contracts **must be signed.**

New Jersey Business Registration Certificates of Contractor.

*Written acknowledgment of addendum (if issued), pursuant to N.J.S.A. 420A: 11-23.2 (e).

Failure to include the bid documents listed immediately above that are marked with an asterisk (*) shall result in automatic rejection of the bid at the time of the bid reception.

Percentage of Gross Revenue to be Shared with City

1. PERCENTAGE OF GROSS REVENUES EARNED THROUGH RIDE SALES AND CONCESSION SALES = _____%

This contract will be awarded to the responsible bidder(s) based upon percentage of gross revenues shared with the City that provides the most expected profit to the City.

All bid quotations must be typewritten or in ink. Pencil quotations will automatically render the bid informal.

CERTIFICATE OF EXPERIENCE

The Bidder must supply a document which will indicate his/her experience in performing the required work under this project. This document shall be attached to this proposal and along with this certificate, shall be signed by bidder.

Information to be included on this document shall consist of at least the following:

_____ Hereby certifies that _____ has

Performed the following work within the past three (3) years:

Name of Owner	Amount of Contract	Type of Work	Owner's Representative in charge of Work	Approximate Dates

Name of Bidder

Witness

By

EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

The bidder owns or controls all the necessary equipment required to accomplish the work described in the specifications.

Name of Bidder: _____

By: _____

Signature

Name of above: _____

Print

Title: _____

Date: _____

NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
CITY OF JERSEY CITY ss:

I certify 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 full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

(Signature of respondent) _____

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

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20 .

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

Statement of Corporate Ownership

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

STOCKHOLDERS:

Name	Address	% owned

SIGNATURE : _____

TITLE: _____

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

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20 .

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

Form MWB-3; Minority/Women Business Compliance Plan

Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

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

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

Business Name : _____

Address : _____

Telephone No. : _____

Contact Name : _____

Please check applicable category :

_____ Minority Owned Business (MBE)

_____ Minority & Woman Owned
Business (MWBE)

_____ Woman Owned business (WBE)

_____ Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

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

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

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

Business Name: _____

Address: _____

Telephone No. : _____

Contact Name: _____

Please check applicable category:

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

**EQUAL EMPLOYMENT OPPORTUNITY (EEO)/
AFFIRMATIVE ACTION (AA) REQUIREMENTS
FOR GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

Questions in reference to EEO/AA requirements for Goods,
Professional Service and General Service Contracts should be
directed to:

Jeana F. Abuan
EEO/AA Officer, P.A.C.O.
Department of Administration
Office of EEO/AA
280 Grove Street Room-103
Jersey City NJ 07302
Tel. # 201-547-4533
Fax# 201-547-5088
E-Mail Address: abuanj@jcnj.org

(REVISED 4/13)

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print): _____

Representative's Signature: _____

Name of Company: _____

Tel. No.: _____

Date: _____

Sample Letter of Federally Approved Affirmative Action Plan

U.S. Department of Labor

Employment Standards Administration
Office of Federal Contract
Compliance Program

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



February 27, 19__

Reply to the attention of:

President

Dear

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

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

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

Sincerely,

Area Office Director



State of New Jersey

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

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

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

ISSUANCE OF CERTIFICATE OF EMPLOYEE INFORMATION REPORT

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

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

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

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

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

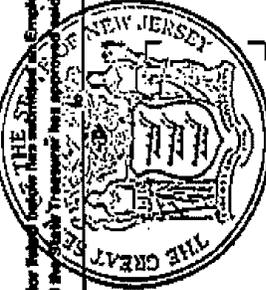
Sample Certificate of Employee Information Report



VOID

Certification _____
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor listed below has filed an Employee Information Report pursuant to N.J.A.C. 17:27-1.7 at sea, and the State Treasurer has approved said report. This approval will remain in effect for the period of _____.



State Treasurer

VOID

Sample Employee Information Report Form AA302

Form AA302
Rev. 11/11

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

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO 1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to <http://www.state.nj.us/divisionofpurchaseandproperty/eo/aa302aa162110.pdf>

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY _____ 2. TYPE OF BUSINESS
 1. MFG 2. SERVICE 3. WHOLESALE
 4. RETAIL 5. OTHER _____

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY _____

4. COMPANY NAME _____

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

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

7. CHECK ONE IS THE COMPANY. SINGLE-ESTABLISHMENT EMPLOYER MULTI-ESTABLISHMENT EMPLOYER

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

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

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

Official Use Only

DATE RECEIVED _____ NAUG DATE _____ ASSIGNED CERTIFICATION NUMBER _____

SECTION B - EMPLOYMENT DATA

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

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1 TOTAL (C818-2 & 3)	MALE		MALE					FEMALE					
		COL. 2 MALE	COL. 3 FEMALE	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN	
Officials/Managers														
Professionals														
Technicians														
Sales Workers														
Office & Clerical														
Craftworkers (Skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
TOTAL														
Total employment From previous Report (if any)														
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above													

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

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

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

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

SECTION C - SIGNATURE AND IDENTIFICATION

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

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

Sample Employee Information Report Form AA302

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

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

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

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

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

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

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

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

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

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

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

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

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

Racial/Ethnic Groups will be defined:

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

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

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

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

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

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

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

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

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

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

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

TYPE OR PRINT IN SHARP BALL POINT PEN

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

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

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

Sample Duplicate Certificate of Employee Information Report Request

Form Duplicate Cert.
Rev. 11/11

Print Form



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

DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

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

SECTION A - COMPANY IDENTIFICATION

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

3. COMPANY NAME

4. STREET CITY COUNTY STATE ZIP CODE

5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE
 1. Lost Certificate 2. Damaged 3. Other (Specify)

SECTION B - SIGNATURE AND IDENTIFICATION

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

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

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

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE:	DIVISION OF REVENUE DLN # :

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

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

ITEM 2 - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).

ITEM 3 - Enter the name by which the company is identified.

ITEM 4 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 5 - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.

ITEM 6 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 7 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

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

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

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

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



State of New Jersey

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

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

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

RENEWAL NOTICE

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

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

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

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

(AA-02 Rev. Mar-10)

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

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

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

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

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

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

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

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

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

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

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

ITEM 10 - Not Applicable.

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

Racial/Ethnic Groups will be defined:

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

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

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

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

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

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

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

ITEM 14 - Not Applicable.

ITEM 15 - Not Applicable.

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

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

TYPE OR PRINT IN SHARP BALL POINT PEN

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

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

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY

Division of Public Contracts Equal Employment Opportunity Compliance

DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

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

SECTION A - COMPANY IDENTIFICATION

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

3. COMPANY NAME

4. STREET CITY COUNTY STATE ZIP CODE

5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE

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

SECTION B - SIGNATURE AND IDENTIFICATION

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

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

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

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE:	DIVISION OF REVENUE DLN #:

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

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

ITEM 2 - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).

ITEM 3 - Enter the name by which the company is identified.

ITEM 4 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 5 - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.

ITEM 6 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 7 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

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

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

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

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

NEW HIRES
 PROMOTIONS
 TRANSFERS
 TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY)

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

Street _____ City _____ County _____ State _____ Zip Code _____

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

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

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

INSTRUCTIONS

VENDOR ACTIVITY SUMMARY REPORTS

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

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

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

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

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

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

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

BUSINESS REGISTRATION CERTIFICATE

Revised 04/2013

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

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

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

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

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

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

TAXPAYER NAME: TAX REG TEST ACCOUNT
TAXPAYER IDENTIFICATION: 874-687-322800
ADDRESS: 847 ROHIMING AVE
TRENTON, NJ 08611
ISSUANCE DATE: 07/14/04

TRADE NAME: CL 1188 BUSINESS STRA
SEQUENCE NUMBER: 88878
ISSUANCE DATE: 07/14/04

John S. Eaddy

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROHIMING AVE
TRENTON, NJ 08611
Certificate Number: 1043907
Date of Issuance: October 14, 2004

For-Office Use Only:
28441014112823623

**CITY OF JERSEY CITY
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM FORM
PROVISION OF CARNIVAL RIDES AND CONCESSIONS FOR JULY 4, 2015**

The undersigned acknowledges receipt of the following addenda to the Request For Proposal:

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

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

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Name of Proposer: _____

Street Address: _____

City, State, Zip _____

Authorized Signature: _____

Date: _____