



SPECIFICATIONS

FOR

**THE RECEIPT OF PROPOSALS FOR MANAGING THE
CULINARY CONFERENCE CENTER AND RELATED FOOD
AND BEVERAGE SERVICES**

RFP-0017

2:00 PM

Please read and follow the attached Instructions and Specifications carefully. Failure to follow Instructions and Specifications may result in rejection of your proposal.

Information: Marvin Smith
 Director of Contracts & Procurement
 26 Journal Square 14th Floor
 Jersey City, New Jersey 07306

Telephone: 201-360-4054



Fair and Open Specifications and Instructions

Proposals will be opened publicly and read aloud at 26 Journal Square 14th floor Jersey City, New Jersey, conference room on December 5th 2017 at 2:00pm.

MANAGING THE CULINARY CONFERENCE CENTER

RFP - 0017

Vendor/Company Name: _____

Address: _____

Telephone: _____

Signature: _____

Title: _____

Special Instructions:

Proposers must provide proof of Business Registration Certificate in the manner, and within the time, permitted by law.

Proposers must submit the following forms included with these Specifications:

- a) Statement of Ownership Disclosure**
- b) Affidavit Regarding List of Debarred, Suspended or Disqualification**
- c) Non-Collusion Affidavit**
- d) Disclosure of Investment Activities in Iran Form**

All Proposers shall acknowledge receipt of any Addenda issued on the included form.

All Proposers shall fill out the Affirmative Action Questionnaire annexed as hereto and the successful Proposer shall comply with the Mandatory Equal Employment Opportunity Language for Goods, General Service and Professional Service Contracts

Proposals must be enclosed in a sealed envelope bearing the name of the proposal, number and the Proposer's name and address on the outside and submitted by the time and to the location set forth in the notice to proposers.

FAIR AND OPEN PROPOSAL

MANAGING THE CULINARY CONFERENCE CENTER

RFP - #0017

SUMMARY:

Hudson County Community College (“College”) has a student enrollment of approximately 9300 and is a comprehensive urban Community College with a mission to offer high quality educational programs and services. The Conference Center is a \$25 million dollar, 73,000 square foot, five story building located at 161 Newkirk Street in the historic Journal Square area, with excellent access by car or public transportation. Just minutes from Manhattan, the Path train provides easy access to New Jersey Transit, Amtrak railway and New Jersey Light Rail System. Nearby parking lots provide ample parking at reasonable rates.

The College is soliciting proposals from interested vendors to manage the culinary center and related food and beverage services consistent with the terms and conditions set forth herein. An award of contract, if any, will be made to the proposer whose proposal is determined to be in the best interests of the College, price and other factors considered.

Proposers are advised that the services requested herein are not required to be publicly advertised and that the only reason the services are being publicly advertised is to increase competition and solicit proposals from as many qualified vendors as possible. As noted above, the College reserves the right to award a contract to the proposer whose proposal is determined to be in the best interests of the College, price and other factors considered.

MISSION:

This center is to be operated on a sound fiscal basis covering the cost of operations, as well as generating additional revenue that will contribute to the educational mission of the College. It is positioned as a non-residential level, educational conference center with a focus on the external regional market and the HCCC Center for Business and Industry. The building also houses the nationally recognized Culinary Arts Institute.

DESCRIPTION:

Designed as a “smart building” offering state-of-the-art technology, the facility has a total of 73,000 square feet of space, 44,000 of it being dedicated to the Culinary Institute. The Conference Center includes a large, banquet room, pre-function space with bar, banquet kitchen, two large meeting rooms, one of which can be subdivided, satellite library, and seven all purpose classrooms. The building features an extensive range of the latest presentation and computer technology, including videoconferencing, satellite, and rapid internet accessibility.

OPERATING GUIDELINES:

The facility will operate on guidelines established by the International Association of Conference Centers (IACC) known as the “universal criteria” that differentiate conference centers from all other hospitality venues and ensure the most productive meeting environment. In addition, there will be catering and banquet services required for business meetings, social activities and internal College special events.

MARKETING AND SALES:

A significant element of the proposal deals with sales and marketing. The Management Company should provide information on the development of an annual marketing plan which should include a competitive analysis, marketing strategies including public relations, advertising and special events. A comprehensive direct sales plan should detail action plans, quotas, incentives, and a budget supporting sales and marketing activities. Direct sales activities are expected to be directed toward corporate, health care, and business entities in the region. Other target markets include meeting and convention planners, national and regional training providers, seminars and meetings sponsored by social, education, religious, fraternal and other not-for-profit groups and local, regional and State associations. The Management Company will be required to prepare a quarterly action plan in support of the profitability goals.

TOURS

We have scheduled two (2) site visits:

Monday October 16th between the hours of 10 am - 2pm

Wednesday October 25th between the hours of 10am – 2pm

We will assemble at the Culinary Arts Institute. 161 Newkirk St. Jersey City NJ. 07306

Bids are due on Tuesday December 5th 2017 at 2pm

For a copy of the Specifications please contact:

Lilliam Hogan (201) 360-4686 lhogan@hccc.edu and Keith Raymond kraymond@hccc.edu

Office: 201-360-4059

Proposers are advised that tours solely are for the purpose of viewing the facilities. No substantive questions shall be asked and/or answered during any tour. Nothing stated in any tour shall be binding on the College. Should Proposers wish to ask a specific question about the facility, the RFP or any requirements, Proposers shall follow the procedure set forth below in the Addenda and Interpretations section.

ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of specifications or questions regarding the facility will be made to any Proposer orally. Every request for such interpretations should be submitted in writing to Marvin Smith, Director of Contracts and Procurement, Hudson County Community College, 26 Journal Square, 14th Floor, Jersey City, New Jersey 07306, and to be given consideration, must be received not later than 4:00 P.M. prevailing time on November 20th 2017.

Interpretations and any supplemental instructions will be in the form of written Addenda, Bulletins or Clarifications to the Specifications, Forms and other Contract Documents, which if issued, will be mailed by certified or registered mail with return receipt requested, or sent by facsimile to all bidders of record, **not later than seven (7) business days** prior to the date fixed for the opening of proposals (Saturdays, Sundays and holidays excluded). Each Proposer shall ascertain, prior to submitting its proposal, that it received all Addenda, Bulletins or Clarifications issued and it shall acknowledge their receipt in its bid. Failure of any Proposer to receive any Addenda

or interpretation shall not relieve the Proposer from any obligation under its bid as submitted. In addition, a failure on the part of any Proposer to acknowledge receipt of said Addenda, Bulletins or Clarifications will result in disqualification of the entire proposal submission. Addenda, Bulletins or Clarifications so issued, shall become part of the contract with the successful proposer.

Proposals shall NOT be based in any manner upon oral opinions, or real or alleged instructions of an oral nature, regardless of whether such opinions or instructions are expressed by the College or its agents or representatives.

PRESENTATIONS:

After the receipt and review of the proposals, the College may require individual presentations from some or all Proposers. The College will notify the Management Company such Proposers of a date, site, time and instructions for individual presentations by those Proposers to the College selection committee, if requested.

SPECIFICATIONS

1. OVERVIEW

The Management Company shall provide the highest quality of operations, management, sales, and support services consistent with standards required for the operation of an executive level conference center. While the College is sensitive to the needs of the Management Company as an independent sub-contractor, it is crucial that the latter understand the mission, standards, philosophy and culture of the College and its Conference Center and insure that Management Company efforts are compatible with and make a positive contribution to the success of the Center. This becomes a significant element in the dual usage, academic and conference, of the facility. The performance of all activities by the Management Company will be subject to the approval of the College. The Management Company is obliged to use all reasonable efforts to obtain the lowest available prices and costs for goods and services provided.

NOTE TO PROPOSERS: The chart below includes certain rooms and or spaces marked with an asterisk (*) . These are discretionary spaces of the College and the rental of these spaces and rooms are subject to availability and the prior approval from the College.**

Hudson County Community College

Space Capacity for the Conference Center

161 Newkirk St. (Culinary Building)					
Floor	Room	Dimension	Sq. Ft.	Capacity	Room Function
5 th	E505	33' x 25'	825	40	Conference Room/Classroom (16 tables;31 chairs)
	E506	33' x 25'	825	40	Conference Room/Classroom (16 tables;31 chairs)
	E507	36' x 27'	972	48	Conference Room/Classroom (16 tables;31 chairs)
	E508	32' x 25'	800	40	Computer Lab***
	E510	32' x 22'	704	35	Conference Room/Classroom (16 tables;31 chairs)
	E511	32' x 25'	800	40	Conference Room/Classroom (16 tables;31 chairs)
	E512	33' x 25'	825	40	Conference Room/Classroom (16 tables;31 chairs)
	E515	44' x 34'	1,496	75	Follett Lounge***
	E517	38' x 31'	1,178	58	Clare Room***
2 nd	E207	10' x 10'	100		Vendor Offices
	E211	60' x 52'	3,120	200	Scott Ring Room
	E214	24' x 22'	528	26	Conference Room/Classroom
	E215	27' x 22'	594	30	Conference Room/Classroom
	E216	23' x 22'	506	25	Conference Room/Classroom
1 st		60' x 48'	2,880	200	Banquet Room
		60' x 25'	1,500	75	Pre-Function Space (Bar Area)
	E109	47' x 22'	1,034		Vendor Kitchen
	E112B	15' x 8'	120		Vendor Office
		23' x 11'	253		Storage Room #1
		22' x 11'	242		Storage Room #2
141 Newkirk St. (Culinary Park)					
			14,300		Culinary Park
71 Sip Ave. (Library Building)					
Total for the whole Building			112,000		
1st		82' x 12'	984	100	Cafe
6 th	L618	88' x 31'	2,728	150	Gallery***
		42' x 36'	1,512	50	Gallery Atrium***
	L617	23' x 8'	184		Gallery Kitchen***
		61' x 38'	2,318	90	Terrace***
263 Academy Street (STEM New Building)					
Cafe			1006	75	

2. MANAGEMENT FEE

The Center will be operated on an annual Management Fee basis and this fee should be submitted with the proposal along with any net revenue guarantees or other fee splitting arrangements the Management Company wishes to include ("fee proposal"). Given the College's need to use the rooms at the facility from time to time, the College understands that at times it will be subsidizing the successful Proposer. However, it is the goal of the College that such subsidization be kept to a minimum. Proposers should consider this when determining their fee proposal. The Management Company shall submit an accounting and invoice each month detailing all operating expenses.

3. TERM OF CONTRACT/TERMINATION

The initial term of the management contract shall be for three (3) years. Thereafter College shall have the option to renew the contract for two (2) one (1) year terms to the extent permitted by law. Thereafter, the College may further extend the contract as may be permitted by law, up to the maximum number of years permitted by law.

The College may terminate the agreement for cause by giving the successful Proposer thirty (30) days prior written notice.

4. RECORD KEEPING

The Management Company shall maintain accurate and complete records of conference revenues and expenses and shall retain all such records for a period of at least six years. Pursuant to N.J.A.C. 17:44-2.2, the Management Company shall maintain all documentation related to products, transactions or services under this Contract for a period of five years from the date of final payment. Such records shall be made available to the College and the New Jersey Office of the State Comptroller upon request.

5. HOURS OF OPERATION

The building will operate twelve months of the year and will conform to the demands of the conference schedule. The Company and the College will mutually agree on days of closing due to holidays or other reasons.

6. RESPONSIBILITIES

The College shall be responsible for:

1. Utilities including water, electric, heat, gas, telephone and trash removal.
2. Interior and exterior maintenance and repairs.
3. Housekeeping services including overnight cleaning, maintenance and interior upkeep including the Culinary Institute. The provision of building housekeeping services by the College is distinct from the daily requirement to maintain the kitchen and food service areas in a clean and sanitary condition, which is the responsibility of the Management Company.
4. HVAC and grounds.
5. Internal and external building security.
6. Fireproofing and cleaning of hoods, ducts and flues as established by code and College requirements.

7. Initial inventory of china, flatware, small wares, dishes, glassware, and utensils and serving equipment. The Management Company will be responsible for furnishing replacements as necessary.

The Management Company shall be responsible for:

The purchase, preparation and service of food and beverages and other goods necessary including continuous refreshment breaks, conference guest meals, banquets and special events, and any and all food service functions as may be required.

Providing conference services including front desk and conference concierge operations as needed, business center, conference planning services and coordination, scheduling, room set-up and porter services, supervising conference supplies and inventory and coordinating audiovisual requirements (audiovisual equipment, operation and technician services).

Providing and operating a property management computer system, including both hardware and software that will cover scheduling, sales, operations and accounting requirements.

Directing all sales activities including direct sales calls, telemarketing, site visits, trade shows, and industry and association event participation. Submit proposals, prepare contracts, maintain data base, prepare invoice for financial office and perform any and all activities in conducting a market driven and efficient conference center sales department.

Supervising laundry service for dining linens and staff uniforms.

Maintaining kitchen and food service areas in a clean and sanitary condition in accordance with recognized standards and in accordance with all local, State and Federal laws, ordinances, regulations and rules and in a condition satisfactory to the College.

Maintaining the highest quality of standards related to the food service operations, including the appearance and performance of the food handlers in the preparation, services, transport and storage of food and related items. Management company shall maintain standards that do not conflict with the high standards of the Culinary Institute.

Implementing an aggressive program of accident prevention and safety education.

Implementing an aggressive program for protection against loss and pilferage.

Obtaining all required permits, licenses and bonding necessary to comply with pertinent College regulations, Municipal, County, State and Federal laws and assuming liability for all applicable taxes.

7. PERSONNEL

Management Company shall employ, at its own cost and expense, sufficient personnel to provide and maintain a quality operation. These persons shall be deemed employees or agents of the Management Company, but shall be subject to the rules and regulations of the College for the conduct of all activities on the College premises.

The Management Company will comply with Affirmative Action Requirements as required by Federal, State and Local Statutes. The Management Company shall provide sufficient backup in times of staff shortages due to vacation, illness, inclement weather or other unusual circumstances.

The College reserves the right to approve the on-site Management Staff. The Management Company shall not retain at the College site any employee deemed not acceptable to the College for any reason.

8. INSURANCE REQUIREMENTS

The Successful Proposer will be required to maintain the following insurances:

- (a) Broad form, comprehensive, or Commercial General Liability coverage, including contractual liability, against claims for personal injury, death or property damage in an amount of not less than One Million Dollars (\$1,000,000.00).
- (b) Workers Compensation Insurance coverage in the statutory amount; and
- (c) Automobile and Truck: Proposer shall maintain Comprehensive Automobile Liability Insurance covering bodily injury and property damage in an amount of \$1,000,000 combined single limit, including coverage for hired and non-owned automobiles.

The Successful Proposer shall provide Owner with a certificate of insurance evidencing the coverages set forth above in (a), (b) and (c) from an insurance company authorized to do business in New Jersey and having an A.M. Best Rating of at least an "A-." Said certificate shall name the College as an additional insured for those coverages required by (a) and (c). Vendor shall also provide, upon reasonable request by Owner, full and complete copies of insurance policies required by (a), (b) and (c) above at Vendor's sole expense.

9. INDEMNIFICATION

The Successful Proposer shall indemnify, defend, and hold the College harmless from and against any and all claims, demands, lawsuits, damages, costs and expenses, of any type whatsoever, including reasonable attorney's fees, arising out of, or in any way related to (a) a breach of the Proposer's Agreement with the College, (b) the Proposer's, its employees', agents', representatives', or subcontractors' negligence, or any personal injury or property damage that may arise out of, or result from, the Proposer's, its employees, agents, representatives or subcontractors, acts or omissions in performing the work, (c) the Proposer's, its employees', agents', representatives', or subcontractors' violation of, or failure to comply with, any applicable law, statute, regulation, ordinance, and/or code, and/or (d) the Proposer's, its employees', agents', representatives', or subcontractors' negligent or intentional acts or omissions.

10. NEW JERSEY BUSINESS REGISTRATION CERTIFICATE AND SALES AND USE TAX REQUIREMENTS, P.L. 2004, c.57

Vendors are required to comply with the following:

- a) **Business Registration Certificate Requirements:** Prior to the award of contract, the successful bidders shall provide a current Business Registration Certificate for itself and for all of its subvendors, as required by N.J.S.A. 52:32-44, as amended.
- b) **New Jersey Sales and Use Tax Requirements:** All bidders, or any of their affiliates, who enter into contracts for the provision of goods or services with or for New Jersey local government entities, including without limitation, boards of education, are required to collect and remit to the New Jersey Director of Taxation in the Department of the Treasury the use tax due on all of their sales of tangible personal property delivered into the State of New Jersey pursuant to the "Sales and Use Tax Act," (N.J.S.A.54:32B-1 et seq.), regardless of whether the tangible personal property is intended for a contract with a contracting agency. This tax shall be remitted for the term of the Contract.

For purposes herein, "affiliate" shall mean any entity that: (a) directly, indirectly, or constructively controls another entity, (b) is directly, indirectly, or constructively controlled by another entity, or (c) is subject to the control of a common entity. For purposes of the immediately preceding sentence, an entity controls another entity if it owns, directly or indirectly, more than fifty percent (50%) of the ownership interest in that entity. N.J.S.A. 52:32-44(g)(3).

11. OWNERSHIP DISCLOSURE

All bidders are hereby notified that every corporation or partnership, according to the provision of Chapter 33, Laws of 1977 of the State of New Jersey, must submit a statement prior to the receipt of the bid or accompanying the bid, setting 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 partners in the partnership, who own ten percent (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 stockholder holding 10% or more of that corporation's stock, or the individual partner's ten percent (10%) or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until the names and addresses of every non-corporate stockholder, and individual partner, exceeding the ten percent (10%) ownership criteria established in this act, has been listed. A form of Ownership Disclosure Statement is included herewith.

12. NON COLLUSION AFFIDAVIT

Proposers shall submit with their bid, a statement of non collusion on the attached “Non-Collusion Affidavit.”

13. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to Public Law 2012, c.25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification enclosed in the bid to attest, under penalty of perjury, that the person or entity, or one of the person or entity, or one of the person or entity’s parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the College finds a person or entity to be in violation of the principles which are the subject of this law, they shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

14. ANTI-DISCRIMINATION PROVISIONS

The following provisions will be inserted into the Owner/Contractor agreement.

N.J.S.A. 10:2-1. Antidiscrimination provisions. Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency or authority created by any of the foregoing, for the construction, alteration or repair of any building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No Contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, or account of race, creed, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency or any prior violation of this section of the contract.

No provision in this section shall be construed to prevent the College from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise.

15. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

The Bidder shall be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in strict accordance with the Mandatory Equal Employment Opportunity language, a copy of which is attached.

Bidders shall submit either (a) a Letter of Federal Approval indicating that the Bidder is under an existing Federally-approved or sanctioned affirmative action program, (b) Certificate of Employee Information Report with its bid, or (c) otherwise comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

PROPOSAL SUBMITTAL REQUIREMENTS

Please note that all proposals shall remain in effect for a period of sixty (60) days following the proposal opening date. This period may be extended beyond sixty (60) days upon the consent of the proposer.

1. REFERENCES

Submit a list of present clients with four references from operations of similar size and scope including name, location, property description, brochures if available and name of client contact.

2. CORPORATE STRUCTURE

Outline a brief company history noting anticipated expansion plans and business objectives for the next five years. List address of Headquarters, regional and local office, if applicable. Briefly outline organizational structure and profiles of key personnel. Detail how on-site manager would interface with corporate structure.

3. SCOPE OF COMPANY SERVICES

Describe the type of clients, the extent of conference center services provided, and experience in conference center direct sales and related marketing activities as described in this document. Submit a brief statement of your company's capabilities that best qualify you to operate and market the described facility.

4. OPERATING PHILOSOPHY

Submit a brief statement of your company's operating philosophy, and your understanding of and commitment to the conference center concept. Outline your quality assurance program. What is your approach to customer service and guest satisfaction? How do you insure the long-term success of the College-Management Company relationship?

5. OPERATIONS

Food Service: Provide a brief statement concerning operating philosophy and objectives concerning conference center food service relative to variety and appeal of menus, presentation techniques, menu cycles, continuous refreshment breaks, and conference dining in general. Submit sample menus for meals and coffee breaks. Provide details as to how you propose to maintain the food service and preparation areas in a clean, safe and hygienic condition.

Conference Services: Prepare a brief statement concerning operating philosophy and objectives concerning the delivery of conference services with reference to dedicated conference planners, audiovisual support and scheduling to maximize use.

Staffing: Submit a proposed organization chart for the conference center with an anticipated staffing schedule for all departments. Describe sources of management personnel and the availability of relief management. Present criteria used in the evaluation of the manager's performance. Describe recruiting techniques and

sources for non-management labor. Outline pay raise policy, incentive compensation and management/staff benefit programs.

Internship: Submit a description of a proposed internship programs for the students & graduates that provides opportunities for the college.

General:

Identify national buying contracts and purchasing advantages and list warehousing and/or commissary facilities.

Customer Satisfaction Measurement: Submit instrument and plan to measure point of contact and customer satisfaction monthly report.

Describe the management information systems and budgetary process that would be implemented in this operation. Provide samples of standard reports on business activities and expenses.

What innovations and strategies have you developed for cost containment?

What strategies have you developed to keep conference center technology state of the art?

Does your company operate or plan to operate and/or market any conference center facility within New Jersey? If so, please comment on the potential impact.

6. Sales

Outline your company's sales philosophy with respect to conference centers in general, with details on successful sales operations at specific properties.

Describe the strategic sales planning processes and overall approach you would employ if you managed the HCCC Center.

Outline a staffing plan.

Does your company offer incentives?

On a percentage of revenue bases, how would you calculate a sales budget?

How is your organization positioned to adapt and innovate to changes and trends in the conference center market?

7. Financial Arrangements/Fee Proposal

Submit the annual management fee and other fees/cost structures with this proposal and describe the services included in the fee. Submit a pro forma operating statement for the three-year contract period along with an estimate of pre-opening expenses for the Stem cafe. Outline anticipated expenses identified as the cost of merchandise, payroll, supplies, goods and services. Additional costs or commissions with reference to the sales operation should be noted, including any product cost rebates. As noted

above, while the College requires use of the facility, the College wants to limit its subsidization of the Management Fee and other fees. Proposers should consider this goal in developing their fee proposals.

8. Documentation

Proposers shall submit the required documentation within the time permitted by law:

- a. Acknowledgement of Receipt of Any Addenda (form attached)
- b. Business Registration Certificate
- c. Ownership Disclosure Statement (form attached)
- d. Non-Collusion Affidavit (form attached)
- e. Affidavit Regarding List of Debarment, Suspension or Disqualification (form attached)
- f. Affirmative Action Compliance Notice
- g. Disclosure of Investment Activities in Iran Form (form attached)

9. Evaluation Criteria

The College reserves the right to reject any and all proposals in accordance with applicable law. The College further reserves the right to waive any informalities in any proposal, consistent with applicable law.

Experience and reputation in Conference Center Operations & satellite cafes

Food Quality

Technical Skills

Customer satisfaction and financial success at other managed Centers

Revenue and expense projections including a minimum guarantee return to the college

Management Fee/Fee Proposal

Internship Program

Other partnership incentives including, but not limited to:

- Assistance with college culinary and hospitality management programs
- Assistance with capital programs for building renovations and expansion and new equipment upgrades, such as audio/visual systems

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Receipt of the following Addenda is hereby acknowledged:

<u>Addenda No.</u>	<u>Date</u>
<u>1.</u>	
<u>2.</u>	
<u>3.</u>	
<u>4.</u>	

None received

Signature of Proposer

Dated

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

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

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

Part II

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

OR

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

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

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

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

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a

10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

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

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

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

Part IV Certification

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

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

**AFFIDAVIT REGARDING LIST OF DEBARRED,
SUSPENDED OR DISQUALIFIED PROPOSERS**

STATE OF NEW JERSEY/ _____

Specify, of Other

COUNTY OF _____

I, _____, of the (City, Town, Borough) of _____ 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 to do so; that said Bidder is not at the time of the making this bid included on the New Jersey State Treasurer's, the Economic Development Authority's or the Federal Government's List of Debarred, Suspended or Disqualified Bidders as a result of action taken by any State or Federal Agency.

Name of Vendor

By: _____

(Signature of Authorized Representative)

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

(Seal) Notary Public of New Jersey/
Specify Other State
My Commission Expires _____ 20__.

NOTE: FAILURE TO SIGN THIS DOCUMENT MAY RESULT IN THE REJECTION OF YOUR BID

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY/_____

Specify, of Other

COUNTY OF _____

I, _____, of the (City, Town, Borough) of _____ 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 contract, and that I executed the said Proposal with full authority to do so; 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 contract; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge, and the State of New Jersey relies upon the truth of the statements contained in this affidavit in awarding the contract for the said contract.

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 Vendor

(N.J.S.A. 52:34-15)

By: _____

(Signature of Authorized Representative)

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

(Seal) Notary Public of New Jersey/
Specify Other State
My Commission Expires _____ 20__

NOTE: FAILURE TO SIGN THIS DOCUMENT MAY RESULT IN THE REJECTION OF YOUR BID

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

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful proposer's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

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

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

OR

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

OR

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

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

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

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her proposal 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. 17:27-1 et seq.

COMPANY: _____ **SIGNATURE:** _____

PRINT NAME: _____ **TITLE:** _____

DATE: _____

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

EXHIBIT A (Cont)

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; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance/).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION **PROPOSERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

FAILURE TO CHECK EITHER BOX WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK EITHER BOX:

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

OR

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

Part 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

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

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

Name: _____

Relationship to Bidder/Vendor: _____

Description of Activities:

Duration of Engagement: _____ Anticipated Cessation Date _____

Bidder/Vendor _____

Contact Name: _____ Contact Phone Number: _____

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

Community College and that the College at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

Bidder/Vendor: _____