



**NEW BRUNSWICK CITY MARKET, INC
REQUEST FOR PROPOSAL #RFP-2024-SGA0601
FOR
SECURITY GUARD SERVICES**

MAY 3, 2024

Re: Request for Proposal - Security Guard Contractor, #RFP-2024-SGA0601

Dear Vendor:

New Brunswick City Market, Inc. is accepting proposals for Security Guard Contractor, #RFP-2024-SGA0601. New Brunswick City Market, Inc intends to utilize a “Fair and Open” Procurement Process for the solicitation and award of contract for this service.

Standardized submission requirements and selection criteria are enclosed.

Sincerely,

Pamela Stefanek
Pamela Stefanek
RFP Administrator

Enclosure



NEW BRUNSWICK CITY MARKET, INC.
Request for Proposal
Security Guard Contractor, #RFP-2024-SGA0601

SPECIFICATIONS FOR PROVIDING SECURITY GUARD SERVICES FOR NEW BRUNSWICK CITY MARKET, INC. AS NEEDED

[RFP-2024-SGA0601]

INTENT

It is the intent and purpose of these specifications to describe the type, quality, and quantity for providing Security Guard Services for The City Market as needed and to list all requirements necessary for entering into an agreement as provided herein and applicable in the proposal document or as mutually agreed upon,

SCOPE

The successful proposer (hereinafter referred to as 'Security Guard Contractor') shall be required to enter into an agreement with the City Market as needed for Security Guard Services as described herein.

RESERVATIONS

City Market reserves the right to reject any and all proposals as allowable by law. City Market reserves the right to investigate the Security Guard Contractor's ability and to satisfy itself that the Security Guard Contractor will be able to fulfill these specifications and any future service requirements.

COMMENCEMENT OF WORK/TERM OF CONTRACT

- A. This contract shall commence on June 17, 2024, as an hourly agreement, not to exceed twelve (12) months.
- B. The Security Guard Contractor shall only provide security guards within the City Center District boundaries. The number of security guards required will be dictated by the scope of work being performed that day.
- C. The Security Guard Contractor will supply between one {1} and five (5) security guards during the duration of the project unless City Market suspends work due to weather or unforeseen circumstances.
- D. The Security Guard Contractor shall provide two (2) security guards that will be assigned consistently to the City Market established territory during the duration of the project.
- E. Daily communications shall be made between the City Market and the Security Guard Contractor to apprise security guard{s} of the next day's work schedule. The Security Guard Contractor shall be notified by 5:00 PM for any work that needs to be suspended, the next day, due to weather or unforeseen circumstances.
- F. The City Market will provide briefings at monthly meetings to coordinate the need for security with City Center activities. The Security Guard Contractor and/or security guards shall attend these monthly meetings.



REQUIRED MINIMAL SECURITY PROCEDURES

- A. The City Market territory is established by ordinance as prescribed in attachment [A1].
- B. All prospective security guards will be required to undergo and pass a comprehensive background check before receiving authorization to work in and around the City Center district as a contractor's representative. That status must be maintained by all security guards patrolling the City Center territory for the duration of the contract. The Security Guard Contractor will perform the background check of each Security Guard based on an agreed upon criteria.
- C. The Security Guard Contractor shall be responsible for providing City Market completed background check documents for all of their employees they intend to have perform security in and around the City Center territory. No off duty uniformed Security Guard Contractor personnel will be permitted in or around the City Center territory without obtaining approval in advance from City Market.
- D. As a condition of services within the City Center territory under this contract and for purposes of determining a person's qualifications for employment, the Security Guard Contractor and all security guards assigned to work under this contract must be in full compliance with the Security Officer Registration Act (SORA). This is an act concerning the regulation of security guards, supplementing Title 45 of the Revised Statutes and amending P.L.1939, c.369 and P.L. {971,e.3;42.
- E. The Security Guard Contractor shall make available upon request by City Market proof of compliance with the Security Office Registration Act (SORA) by each security guard assigned to work under this contract.
- F. The Security Guard Contractor shall not permit any newly hired, re-hired, or transferred security guards to work under this contract until said security guard is in full compliance with the SORA and has passed a background check by the Contractor. The Security Guard Contractor shall not assign that security guard until the personnel have passed a background check. The Security Guards information must be given to City Market at least five (5) working days prior to their assignment,
- G. A contract will be awarded to a company who can agree to these terms and supply personnel that can pass a background check.

Note: The Background Check applies to the individual and not the company.



DESCRIPTION OF SERVICES

Security Guard Contractor Requirements and Responsibilities:

- A. Security guards supplied by the Security Guard Contractor shall be considered employees of the Security Guard Contractor and shall not for any purpose be considered employees of City Market. Security Guard Contractor shall be responsible for payment of salaries, including withholding taxes, unemployment insurance, worker's compensation, Social Security, medical benefits, and the like as required by law.
- B. The Security Guard Contractor shall assume full responsibility for the actions of his/her guards while performing services pursuant to this agreement and shall be solely responsible for their supervision and control. If for any reason City Market, through its designated employees, determines that any employees of the Security Guard Contractor have failed to perform his/her duties in accordance with the prescribed standards, instructions, regulations, or codes specified by City Market, the Security Guard Contractor shall be notified immediately and shall take appropriate action as deemed necessary. The Security Guard Contractor shall be responsible for any and all employee discipline/termination and shall immediately replace any employee deemed unacceptable by City Market. Failure to resolve such matters to the satisfaction of City Market may result in termination of the contract.
- C. The Security Guard Contractor shall provide each security guard with all clothing necessary to perform the tasks described herein. Security guards are to be in a security type uniform while on duty. The uniform shall be neat, clean, pressed and kept in good physical condition. Security guards shall not be permitted to carry any weapon, including but not limited to, any firearm, chemical agent devices, Taser, or other weapons while within the City Center district or while performing any duty or service in City Market territory.
- D. The Security Guard Contractor shall not use animals of any kind to assist in furnishing security guard services.
- E. The Security Guard Contractor shall ensure all security guards are wearing an identification badge bearing their name and company logo or company name, which shall be clearly visible.
- F. Security guards will also wear, and display City Center mandated identification including ID badge.
- G. Security guards shall not wear clothing bearing "POLICE" or police related logos and badges that would convey that they are sworn with police powers.
- H. The Security Guard Contractor shall ensure that all security guards always maintain a neat and professional appearance,
- I. The Security Guard Contractor shall ensure that replacement security guards are on call in the event any scheduled security guard is unable to perform their assignment for any reason.
- J. The Security Guard Contractor shall ensure that all security guards do not use any City Market equipment without permission, or prior authorization from City Market.
- K. The Security Guard Contractor shall ensure that all security guards are equipped with means of communication between security guards and the City Market. This may be accomplished by means of a cell phone or a two-way radio.
- L. The security Guard Contractor shall ensure that City Center identification is issued, and Security guards shall keep said distributed items in good working order or request a replacement no more often than three (3) times or it' at the expense of the Security Guard.
- M. City Market reserves the right to require the immediate removal of any security guard from City Center that they deem unfit for employment for any reason not contrary to existing law. This right is non-negotiable, and the Security Guard Contractor shall agree to this term.
- N. The Security Guard Contractor shall perform all services hereunder as an independent Security Guard Contractor. No portion of this agreement may be subcontracted to any other company or person.



Security Guard Requirements and Responsibilities’:

- A. It is preferred that security guards are retired law enforcement officers who have previously served as a duly qualified, full-time officer in either a municipality, county, state, or federal law enforcement agency. Additionally, they must have retired in good standings from their respective law enforcement agency.
- B. Must be able to read, write, and communicate in English.
- C. Must be trained and experienced in building security and interacting with individuals of all ages.
- D. Must be able to maintain respect for all individuals that they may encounter within and around the City Center district. To include but not limited to City Market staff, City Center members, businesses, contractors, and visitors.
- E. Must be able to always conduct themselves with a high level of professionalism and always maintain a business-like demeanor.
- F. Must be able to conduct their security guard duties without departing their assigned duty area(s) until they have been properly relieved. Under no circumstances shall any assigned security guard post be left unsecured and unsupervised without prior approval from City Market.
- G. Must have the ability to always be alert to their surrounding area of responsibility.
- H. Must be both physically and mentally capable of performing the above-listed requirements.
- I. Security guards shall not have family, friends, or other visitors accompany them to, or visit them while on the job.
- J. All security guards must observe all regulations in effect at City Center territory or facilities, security guards shall be subject to control by City Market employees, but under no circumstances shall such persons be deemed to be employees of City Market and security personnel shall not represent themselves as employees of City Market.
- K. The security Guard Contractor agrees that the security services covered by the contract shall be performed by qualified, careful, and efficient employees in strictest conformity with accepted security practices and standards.



On Site Work Requirements and Restrictions

Shall provide building and grounds security consisting of the following:

- A. Security guards will be provided; Twenty-four-hour, seven day a week operation with shifts to be determined targeting approximately 80 hours a week for deployed guards.

Security Guards will provide building and grounds security daily along these routes:

- Albany Street between Kirkpatrick Street and Neilson Street
- George Street between Albany Street and Morris Street
- Church Street between Neilson Street and Spring Street
- Paterson Street between Neilson Street and Kirkpatrick Street
- Bayard Street between Neilson Street and Kirkpatrick Street
- Livingston Avenue between George Street and New Street
- Liberty Street between George Street and Neilson Street

Security Guards will provide service in accordance with detailed requirements that includes:

- Roving foot patrols ensuring a safe environment
- Building façade checks
- Dennis Alleyway check
- Respond to incidents, help identify and prevent criminal activity in a calm, problem solving manner.
- Call local law enforcement
- Accurately complete incident reports
- Attend court appearances on behalf of City Center business and property owners
- Provide customer service to City Center businesses and visitors by carrying out safety and security procedures
- Prevent persons from sleeping, aggressively soliciting or begging, under the influence of any intoxicant or controlled substance, any state of undress, misuse of bus shelters or building alcoves, or any other public safety concern such as theft, vandalism, trespassing, or disturbance
- Enforce Walk Your Wheels
- Check in with City Center Executive Director
- Other responsibilities as assigned

New Brunswick City Market reserves the right to add or delete services contained within this scope of work, during the term of the agreement.

Special Events. Additional Security Guard services shall be provided at events during the dates and hours listed below. Event dates may be modified, and some are dependent on the weather.

- A. Car Shows – June 20, July 18, August 15 and September 19: This event will require one unarmed security guard to provide late afternoon into evening security within the event area.
- B. Octoberfest – October 13: This event is expected to require six unarmed security guards to provide daytime security functions including entry gate ID services, and roaming security patrol within the event area.
- C. Tree Lighting – December 5: This event is expected to require two unarmed security guards to provide evening security functions.
- D. Ice Skating – December 5 – 8: This event is expected to require two nights of overnight unarmed security.

Changes, Additions, Deletions. City Market reserves the right to create additional events, order additional security coverage or to reduce or eliminate security coverage, during the term of the agreement. The Security Guard Contractor will accommodate any adjustments or changes in services.



PROPOSAL DUE DATE

SGA0601, Security Services for City Market, on the lower left-hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Proposal. The City Market is not responsible for the pre-opening of, post-opening of, or the failure to open, any Proposals not properly addressed or identified. In addition, each vendor response to this RFP must include two (2) hard copy originals and one (1) USB / Flash drive with a copy of the full proposal details in printable Microsoft Word format. Failure to adhere to the submittal quantity criteria shall result in the proposal being considered non-responsive.

ADDRESS. All Proposals shall be directed to the following address: New Brunswick City Market, 109 Church Street, New Brunswick, NJ 08901, Attention: P. Stefanek, RFP Administrator by Thursday, June 6, 2024, at 10:00AM. All Proposals will be opened and read in person on Thursday, June 6, 2024, at 109 Church Street, by the RFP Review Committee and Administrator. Any Submission received later than 10:00AM. CT, June 6, 2024, shall be considered non-responsive.

QUESTIONS AND COMMENTS

All written questions and requests for clarification shall be submitted no later than noon on Tuesday May 21, 2024, to Pamela Stefanek, RFP Administrator at Citymarket@newbrunswick.com. Correspondence received prior to such date will be considered. City Market may, but shall not be obligated to, respond to such questions. Any responses to questions may be issued in the form of a clarification or an addendum to the RFP.

RATES:

The Security Guard Contractor agrees to perform all security services at the following hourly rate:

Hourly Rate: \$ _____ per hour (est. 80 total weekly hours)

Respondent should insert a schedule of proposed reimbursable fees.

BASIS OF AWARD

- Qualifications, credentials and experiences of Security Guard Contractor and staff
- Understanding scope of work and project needs
- Appropriateness and cost reasonableness

*Security Guard Contract will be awarded based on criteria set by the RFP Review Committee.

New Brunswick City Market, Inc. is the management company of New Brunswick City Center.



REQUEST FOR PROPOSALS
for
**SECURITY GUARD SERVICES FOR THE NEW BRUNSWICK
CITY CENTER BUSINESS DISTRICT**

NOTICE TO BIDDERS
FAIR AND OPEN PROCUREMENT PROCESS

New Brunswick City Market, Inc. is soliciting proposals to perform or furnish the following services which are more fully described in the proposal packets available via email and/or online at www.newbrunswick.com and which are available from said office weekdays between the hours of 10:00AM – 3:00PM telephone number 732-545-4849 e-mail Citymarket@newbrunswick.com. Proposals must be submitted in the form provided in the proposal packet.

Security Guard Contractor, #RFP-2024-SGA0601

These proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. Sealed responses to these requests are required to be delivered to 109 Church Street on or before Thursday, June 6, 2024, by 10:00AM. The envelope containing a proposal shall be plainly marked on the outside of the sealed envelope to show the services for which the proposal is submitted, i.e. (Security Guard Contractor, RFP-2024-SGA0601) as listed above. City Market, Inc. reserves the right to reject any and all submittals.

Questions must be in writing by email directed to:

Pamela Stefanek, RFP Administrator
Citymarket@newbrunswick.com

All contracts pursuant to the fair and open process will be awarded by a majority vote of the City Market RFP Review Committee at a meeting scheduled for Thursday, June 6, 2024.

Persons awarded a contract under these procedures are required to comply with the requirements for Business Entity Disclosure Certification, Equal Employment Opportunity Laws and Regulations, N.J.S.A.10:5-31 et seq. and N.J.A.C.17:27, Americans With Disabilities Act of 1990, P.L. 2004 C19. “The New Jersey Local Unit Pay-to-Play” Law (N.J.S.A. 19:44-A-20.4 et seq.), New Jersey Campaign Contributions and Expenditure Reporting Act (N.J.S.A. 19:44A-1 et seq.). According to 40A:11-23, New Brunswick City Market is prohibited from receiving bids on Mondays or any day directly following a State or Federal Holiday. These requirements and others are fully detailed in the proposal packets.

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NEW BRUNSWICK CITY MARKET, INC.

Security Guard Contractor, #RFP-2024-SGA0601 Selection Criteria

The selection criteria to be used by City Market in making his recommendation to the organizations Board of Directors as to which proposal is most advantageous to City Market, price and other factors considered, shall include:

1. The name and qualifications of the individual(s) who will perform the services;
2. Experience and reputation in the particular field of endeavor.
3. Ability to perform the required services in a timely manner (including familiarity with the subject matter, attendance at meetings, etc.)
4. Competitiveness of rates (fees and expenses); (If needed-Cost Proposal for the project); and
5. Other factors, if determined to be in the best interests of City Market.

If after receipt of any proposals as described above and prior to any recommendation to the City Market. City Market determines to revise the required services or to seek more favorable terms, all vendors who have submitted proposals will be given an equal opportunity to resubmit or modify their proposal.

Applicants will be eliminated from consideration if they do not meet applicable Federal, State or City legal requirements. Where Federal or State law regulations require a procedural step(s) at variance with these procedures, the Federal or State requirements shall govern.

All contracts pursuant to the fair and open process will be awarded by a majority vote of the City Market Board of Directors at a scheduled meeting.

The services for which proposals are sought:

Security Guard Contractor shall include the following:

General Criteria:

- Professional qualifications
- Experience generally in the proposer's profession, including exposure to issues likely to be of assistance in serving as Security Guard Contractor
- Knowledge of the Public Entities and the regulations/statutes that apply to entities such as the City Market.
- Minimum of ten (10) years' experience training employees in safety profession, including but not limited to past experience for similar projects.
- A thorough background must be demonstrated related to the proposer's direct involvement with all legal aspects of the law involving the areas of safety which they offer consulting.
- Compensation proposal set forth in detail, including request for additional costs, if any.
- Other factors if demonstrated to be in the best interest of the City Market.



**NEW BRUNSWICK CITY MARKET, INC.
Security Guard Contractor, #RFP-2024-SGA0601**

STANDARDIZED SUBMISSION REQUIREMENTS AND SELECTION CRITERIA

FAIR AND OPEN PUBLIC SOLICITATION PROCESS FOR PROFESSIONAL AND OTHER SERVICES

New Brunswick City Market, Inc is seeking sealed submissions in response to a Public Notice for the Solicitation of **Security Guard Contractor**.

Please Note this Requirement:

Professional services entities shall submit one (2) original and one (1) USB/Flash drive, sets of their sealed submission on or before **Thursday, June 6, 2024, at 10:00AM**.

Submissions Not in Compliance

The City Market may waive any informality or reject any and/or all submissions, in accordance with the Fair and Open Public Solicitation Process for Professional Service(s) pursuant to P.L. 2004, c.19 (N.J.S.A.19:44A-20.4, et seq.)

Withdrawing Submissions

Submissions forwarded to the City Market and/or his designated representative before the time of opening of submissions may be withdrawn upon written application of the professional services entity who or which shall be required to produce evidence showing that he/she are or they represent the principal or principals involved in the submission. Submissions may not be withdrawn within twenty-four (24) hours of the stipulated time for opening of submissions.

1.1 Qualifications of Professional Services Entities

Individuals Performing Tasks

Names of the individuals who will perform the tasks and descriptions of their education and experience similar to the services contained herein.

Past Performance

Documented past performance of same and/or similar service.

Description of Abilities

Description of ability to provide the services in a timely fashion (including staffing, training, familiarity and location of key staff).

Cost Details

If applicable, cost details include the hourly rates of each of the individuals who will be performing services and all expenses.



1.2 Preparation of Submissions

Completion of Submissions

Each submission must be provided in a succinct typewritten letter and signed by the professional services entity or principal thereof and shall contain the name, address and telephone number of the professional services entity. All prices and amounts must be written in ink or preferably typewritten. Each signatory to the submission must initial all erasures or corrections. Each submission shall be contained in a sealed envelope addressed to the **New Brunswick City Market** at 109 Church Street, New Brunswick, NJ 08901, and said envelopes shall specify the Title for which the submission is provided. The submission is to be clearly marked "Sealed Submission Enclosed" along with the RFP # and must be delivered at the place and time required or mailed so as to be received prior to the date and time set forth. Submissions received after the hour herein named or in unsealed envelopes shall not be considered.

The City Market will not be responsible for submissions forwarded through the United States Mail or any delivery service if lost in transit at any time before submission opening, or if hand delivered to incorrect location.

Cost of Proposal Preparation:

The New Brunswick City Market, Inc. does not reimburse the cost of developing, presenting, or providing any response to this solicitation. Proposals submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Vendor is responsible for all costs incurred in responding to this RFP. All materials and documents submitted in response to this RFP become the property of the New Brunswick City Market, Inc. and will not be returned.

The submission shall be accompanied by (1) a Non-Collusion Affidavit, (2) a Disclosure of Ownership Form, (3) an Insurance Requirement Acknowledgement Form, (4) a Mandatory Equal Employment Opportunity Notice Acknowledgment, (5) a Professional Services Entity Information Form, (6) Acknowledgement of Corrections, Additions and Deletions Form, (7) Disclosure of Investment Activities in Iran, (8) submission letter as described above.

All forms listed above (#1 through #7) shall be completed in their entirety.

Errors in Submissions

If applicable, in the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern or if between the correct sum or the extended totals and the total submission submitted, the correct sum shall govern. Amounts written in words shall govern over the amounts written in numerals.

1.4 Time for Award of Contract

The contracting unit shall award the contract or reject all submissions within such time as may be specified in the invitation for submission, but in no case more than sixty (60) days, except that the submissions of any professional services entities who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed.

The award of the contract for this service will not be made unless City Market has certified the necessary funds.



1.5 Modifications of Submissions

Any professional services entity may modify his/her submission by mail, courier, or hand delivery at any time prior to the scheduled closing time for receipt of submissions. The City Market, prior to the closing time, must receive such communication. The communication should not reveal the submission price but should provide the addition to or subtraction from or other modification so that the City Market will not know the final price(s) or term(s) until the sealed submission is opened.

1.6 Rejection of submission

Multiple Submissions Not allowed.

More than one submission from an individual, a firm or partnership, a corporation or association of principals under the same or different names shall not be considered.

Unbalanced Submissions

Submissions, which are obviously unbalanced, may be rejected at the option of the City Market.

Right to Reject Submissions

The right is reserved to reject any or all submissions in whole or in part if not in compliance with the standardized submission requirements.

Right to Waive Informalities Reserved

The City Market expressly reserves the right to waive any informality in any submission, and to accept the submission, which in the City Market's judgment serves its best interests.

1.7 Professional Services Entity Referred to Laws

The attention of the professional services entity is especially directed to the provisions of Federal, State, County and Local Government Statutes and regulations that may apply to the work.

1.8 Payment

Checks are processed by City Market approximately twice a month. It is necessary that approved signed vouchers be accompanied by an invoice and be submitted two weeks in advance of the payment date.

1.9 Transitional Period

In the event that a new contract has not been awarded prior to the contract expiration date, it shall be incumbent upon the professional services entity to continue the contract under the same terms and conditions until a new contract(s) can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the contract.



1.10 Facsimile Documents Provided in a Submission

Under no circumstances, on submission documents requiring authorized signatures, will the City Market accept documents provided through facsimile machine.

1.11 Contract Compliance and Equal Employment Opportunity in Public Contracts

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

1.12 General Requirements/Information

The professional services entity shall guarantee any or all material and services under these specifications. Defective or inferior items shall be replaced at the expense of the professional services entity.

It is understood by the professional services entity that this submission is provided on the basis of standardized submission requirements prepared by the City Market and the fact that any professional services entity is not familiar with these standardized submission requirements or conditions will not be accepted as an excuse.

NO MINIMUM PAYMENT IS IMPLIED OR GUARANTEED.

City Market reserves the right to cancel any contract entered into upon thirty (30) days written notice.

This solicitation is based on an hourly services contract.

Taxes: New Brunswick City Market, Inc. is a sales tax-exempt entity. Copies of the sales tax exemption information will be provided to the successful bidder on request. The Security Guard Contractor shall not include in the RFP amount any taxes chargeable against the performance of the work.

Liability and Insurance:

The Security Guard Contractor, at the Contractor's sole cost and expense agrees to procure and maintain during the term of the agreement or any extension thereof, General Comprehensive Liability Insurance naming the City of New Brunswick AND New Brunswick City Market, Inc. as an additional insured and certificate holder and protecting the New Brunswick City Market and City of New Brunswick from liability judgements, suites and claims, including, but not limited to, suites for bodily injury, personal injury, including false arrest, libel, slander, invasion of privacy and property damage arising out of the Security Guard Contractor's provision of services under this agreement. For general liability coverage, the contractor shall provide the New Brunswick City Market, Inc. with a Certificate of Insurance that names the New Brunswick City Market, Inc. and City of New Brunswick as an additional insured and shall carry the following insurance with respect to property and its operations.



Liability/Bodily Injury:

- a). Five million dollars (\$5,000,000.00) for all claims arising out of a single occurrence.
- b). One million dollars (\$1,000,000.00) for any person in a single accident or occurrence.

Property Damage:

- c). One million dollars (\$1,000,000.00) for each occurrence

Automobile Liability Policy Limits

Bodily Injury:

- \$1,000,000.00 each person,
- \$1,000,000.00 each occurrence,

Property Damage:

- \$1,000,000.00 each occurrence.

Worker's Compensation Coverage

- \$1,000,000 per accident.
- \$100,000.00 disease, policy limit.

INDEMNIFY AND HOLD HARMLESS:

The Security Guard Contractor agrees to indemnify and hold harmless the New Brunswick City Market, Inc, its directors, commissioners, officers, managers, and employees against any and all claims, demands, losses and liabilities (including attorney's fees, **RFP-2024-SGA0601** costs and expenses of defending against such claims) arising out of; 1.) Any act or omission by or on behalf of the Security Guard Contractor outside the scope of this Agreement, and 2) Any act or omission determined to constitute negligence, recklessness, or willful misconduct by the Security Guard Contractor or the Security Guard Contractor's agents, employees, representatives, and assigns in the performance of this Agreement.



**NEW BRUNSWICK CITY MARKET, INC.
Security Guard Contractor, #RFP-2024-SGA0601**

CHECKLIST

PROFESSIONAL SERVICE TITLE: Security Guard Contractor, #RFP-2024-SGA0601

SUBMISSION DATE: On or Before June 6, 2024

The following items, shall be provided with the receipt of sealed submissions:

1. Non-Collusion Affidavit..... 16
2. Disclosure of Ownership Form..... 17
3. Mandatory Equal Employment Opportunity Notice 18-21
4. Professional Service Entity Information Form..... 22
5. Insurance Requirement Acknowledgment Form..... 23
6. Acknowledgment of Corrections, Additions Or Deletions Form..... 24
7. Disclosure of Prohibited Investment Activities 26
in Iran, Russia and Belarus
8. Letter Setting Forth Qualifications And Proposal..... 1-7

The following item shall be provided prior to award of contract:

1. Copy of Your **Business Registration Certificate** As Issued By The State
Of New Jersey, Department Of Treasury, Division of Revenue..... 25

REMINDER:

Please submit two (2) original and one (1) USB/Flash Drive sets of the sealed submission.



NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF _____

SS:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____,
of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)
_____ the bidder making this Proposal for the bid entitled
_____, and that I executed the said
(title of bid proposal)

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 project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the [XXX] relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said project.

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

(name of firm)
_____.

Signature

Type or print name of affiant under signature

Subscribed and sworn to
Before me this day
_____, 20____
Notary Public of New Jersey
My Commission expires _____
(seal)



DISCLOSURE OF OWNERSHIP

N.J.S.A. 52:25-24.2 reads in part that “no corporation or partnership shall be awarded any contract by the State, County, Municipality or School District, or any subsidiary or agency thereof, unless prior to the receipt of the submission of the corporation or partnership, there is provided to the public contracting unit a statement setting forth the names and addresses of all individuals who own 10% or more of the stock or interest in the corporation or partnership.”

- 1) If the professional service entity is a *partnership*, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.
- 2) If the professional service entity is a *corporation*, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.
- 3) If a corporation owns all or part of the stock of the corporation or partnership providing the submission, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.
- 4) If the professional service entity is other than a corporation or partnership, the contractor shall indicate the form of corporate ownership as listed below.

COMPLETE ONE OF THE FOLLOWING STATEMENTS:

I. Stockholders or Partners owning 10% or more of the company providing the submission:

NAME: _____ ADDRESS: _____

II. No Stockholder or Partner owns 10% or more of the company providing this submission:

SIGNATURE: _____ DATE: _____

III. Submission is being provided by an individual who operates as a sole submission:

SIGNATURE: _____ DATE: _____

IV. Submission is being provided by a corporation or partnership that operates as a (check one of the following):

Limited Partnership Limited Liability Corporation
 Limited Liability Partnership Subchapter S Corporation

SIGNATURE: _____ DATE: _____



MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE
(N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.)

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

The successful professional service entity shall submit to the City Market 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 vendor 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. 17:27-1.1 et seq.;
OR
- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and distributed to the City Market to be completed by the vendor in accordance with N.J.A.C. 17:27-1.1 et seq.

The successful professional service entity may obtain the Employee Information Report (AA302) from the from City Market during normal business hours or at nj.gov website.

https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/RenewalPackage.pdf

The successful professional service entities must submit the white and canary copies of the AA302 (Employee Information Report) to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts Division. The pink Public Agency copy is submitted to the City Market, and the gold Vendor copy is retained by the professional service entity.

The undersigned professional service entity certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. and agrees to furnish the required forms of evidence.

The undersigned professional service entity further understands that his/her submission shall be rejected as non-responsive if said professional service entity fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 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

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.

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 Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

(REVISED 4/10)



AMERICANS WITH DISABILITIES ACT OF 1990 EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

The CONTRACTOR and City Market (herein referred to as City Market) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (“The Act”) (42 U.S.C.S. 12101 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 thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of City Market pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event 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 City Market in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless City Market, its agents, members, 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 violations. 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 City Market grievance procedure, the CONTRACTOR agrees to abide by any decision of City Market, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against City Market or if City Market 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.

City Market 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 City Market or any of its agents, servants, and employees, City Market shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by City Market or its representatives.

It is expressly agreed and understood that any approval by City Market 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 City Market or its representatives.

It is further agreed and understood that City Market assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and sub-contractors 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 City Market from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.



PROFESSIONAL SERVICE ENTITY INFORMATION FORM

If the Professional Service Entity is an *INDIVIDUAL*, sign name and give the following information:

Name: _____
Address: _____
Telephone No.: _____ Social Security No.: _____
Fax No.: _____ E-Mail: _____
If individual has a *TRADE NAME*, give such trade name:
Trading As: _____ Telephone No.: _____

If the professional Service Entity is an *PARTNERSHIP*, give the following information:

Name of Partners: _____
Firm Name: _____
Address: _____
Telephone No.: _____ Federal ID No.: _____
Fax No.: _____ E-Mail: _____
Social Security No.: _____
Signature of authorized agent: _____

If the Professional Service Entity is *INCORPORATED*, give the following information:

State under whose laws incorporated: _____
Location of principal office: _____
Telephone No.: _____ Federal ID No.: _____
Fax No. _____ E-Mail: _____

Name of agent in charge of said office upon whom notice may be legally served:

Telephone No.: _____ Name of Corporation: _____
Signature: _____ By: _____
Title: _____ Address: _____



INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM

Certificate(s) of Insurance shall be filed with **Pamela Stefanek, RFP Administrator** for New Brunswick City Market and The City of New Brunswick upon award of contract by **City Market, Inc.**

The minimum amount of insurance to be carried by the Professional Service Entity shall be as follows:

PROFESSIONAL LIABILITY INSURANCE

Liability/Bodily Injury:

- a). Five million dollars (\$5,000,000.00) for all claims arising out of a single occurrence.
- b). One million dollars (\$1,000,000.00) for any person in a single accident or occurrence.

Property Damage:

- c) One million dollars (\$1,000,000.00) for each aggregate occurrence

Automobile Liability Policy Limits

Bodily Injury:

- \$1,000,000.00 each person,
- \$1,000,000.00 each occurrence,

Property Damage:

- \$1,000,000.00 each occurrence.

Worker's Compensation Coverage

- \$1,000,000 per accident.
- \$100,000.00 disease, policy limit.

Acknowledgement of Insurance Requirement:

(Signature) _____ (Date) _____

(Print Name and Title)



ACKNOWLEDGMENT OF CORRECTIONS, ADDITIONS AND DELETIONS FORM

I, _____ of the firm _____

_____ hereby acknowledge that any
corrections, additions and/or deletions have been initialed and dated in this
submission package.

(Signature)

(Type or print name of affiant and title under signature)

(Date)



ATTENTION ALL PROFESSIONAL SERVICE ENTITIES

On June 29, 2004, Governor McGreevey signed P.L. 2004, c.57, Business Registration of Contractors with Government Agencies into law. Effective September 1, 2004, all business organizations that do business with a local contracting agency are required to be registered with the State of New Jersey, Department of Treasury, Division of Revenue, and provide proof of that registration to the contracting agency before the contracting agency may enter into a contract with the business.

A "Business Organization" means an individual, partnership, association, joint stock company, trust, corporation or other legal business entity a successor thereof.

P.L. 2009, c.315 (A-557/S2366): Reforms Business Registration Certificate Filing: permits filing prior to award of contracts if not filed with bid. Effective with bids received and contracts awarded after January 18, 2010.

- The law now allows the Business Registration Certificate to be filed anytime prior to award of the contract and the bidder had to have obtained the Business Registration Certificate prior to receipt of bids.

Further information may be obtained by visiting the following web site at the State of New Jersey: www.nj.gov/treasury/revenue/busreqcert.htm

Goods & Services Contracts (including purchase orders):

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none were used;
- 3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.



DISCLOSURE OF PROHIBITED INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS
P.L. 2022, c. 3, N.J.S.A. 52:32-55 et seq., N.J.S.A. 40A:11-2.1, N.J.S.A. 18A:18A-49.4

PART 1

COMPLETE PART 1 BY CHECKING ONE OF THE TWO BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:
<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf> www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification. A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.

CONTRACT AWARDS AND RENEWALS/CONTRACT AMENDMENTS AND EXTENSIONS

I certify, pursuant to law, that neither the person or entity listed below, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed below, or I am an officer or representative of the entity listed below and am authorized to make this certification on its behalf.
(Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY

I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. *I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.*

PART 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

CERTIFICATION

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, 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 the City of New Brunswick is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City of New Brunswick to notify the City of New Brunswick 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. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the City of New Brunswick and that the City of New Brunswick at its option may declare any contract(s) resulting from this certification void and unenforceable.

Printed Name of Authorized Agent

Signature of Authorized Agent

Title

Date

Company Name/Person/Entity



Attachment (A1) ENABLING ORDINANCE

AN ORDINANCE TO AMEND THE SPECIAL IMPROVEMENT DISTRICT WITHIN THE CITY OF NEW BRUNSWICK AND TO ESTABLISH A DISTRICT MANAGEMENT CORPORATION PURSUANT TO NJSA 40:56-65 ET SEQ, AS SAME MAY BE AMENDED AND SUPPLEMENTED

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEW BRUNSWICK COUNTY OF MIDDLESEX, STATE OF NEW JERSEY:

The City Council of the City of New Brunswick finds as follows:

3.34.010 Findings

- A. That an area within the City of New Brunswick, as shall be described hereafter by lot and block numbers as well as by street addresses, would benefit from being designated as a special improvement district;
- B. That a District management Corporation would assist the City in promoting economic growth and employment within the business district by providing administrative and other services to benefit the businesses, employees, residents and consumers in the special improvement district;
- C. That a special assessment shall be imposed and collected by the City of New Brunswick with the regular property tax payment or payment in lieu of taxes and that such special assessment shall be transferred to the District management Corporation to exercise the powers given it by this ordinance and to effectuate the purposes of NJSA 40:56-65 et seq;
- D. That it is in the best interests of the City of New Brunswick and the public to create such special improvement district and to designate such District Management Corporation, except that no District Management Corporation shall be designated to receive any funds or to exercise any powers, unless the Board of Directors of that Corporation shall include at least one member of the City Council of the City of New Brunswick;
- E. The public policy of the State of New Jersey permits the Governing Body to protect the public welfare and health and the interests of the public in the safe and effective movement of persons and to preserve and enhance the function and appearance of the business districts of the City of New Brunswick by adoption of a special improvement district ordinance.

3.34.20 Definitions

- A. "Special Improvement District" means an area within the City of New Brunswick designated by this ordinance as an area which a special assessment on all property within the district shall be imposed for the purposes of promoting the economic and general welfare of the district and the Municipality.
- B. "District Management Corporation" means an entity created by municipal ordinance or incorporated pursuant to N.J.S.A. 15A:1-1 et seq. and designated by municipal ordinance to receive funds collected by a special assessment within a special improvement district as authorized by this ordinance.

03.34.030 Special Improvement District Description:

- A. There is hereby designated a Special Improvement District (hereinafter called "SID") which is more particularly described in Table 1.
- B. Any property listed hereinabove, and which is incorporated within the SID, is exempt from the payment of any special assessment if it is exclusively used for residential purposes.



03.34.030 Special Assessment:

The Special Improvement District (SID), as hereinabove described, shall be an area in which all of the property included therein, except as hereinafter stated, shall have imposed a special assessment for the purposes of promoting the economic and general welfare of the District and the City of New Brunswick.

- A. Any property located within the S ID which is tax exempt shall not be subject to the special assessment.
- B. In the event any tax exempt entity makes a payment in lieu of taxes to the City of New Brunswick, then, in that event, said entity shall be subject to the imposition of the special assessment.
- C. The improvements and supplemental services in the SID will involve annual costs peculiar only to the SID and will be distinguished from improvements and services normally provided by the city.
- D. While the improvements and supplemental services shall be maintained and operated pursuant to the provisions of this ordinance and N.J.S.A. 40:56-65, et seq. and the costs thereof assessed or taxed to the benefited properties pursuant to this ordinance, such improvements and supplemental services shall not be substituted by the City for improvements and services now supplied to the proposed SID nor be grounds for curtailment of future improvements and service planned.

03.34.040 DISTRICT MANAGEMENT CORPORATION.

New Brunswick City Market, Inc. is hereby designated the District Management Corporation which shall assist the City of New Brunswick in promoting economic growth and improvement within the SID. Said District Management Corporation is incorporated pursuant to the provisions of Title 15A of the New Jersey Statutes and is hereby designated as eligible to receive the funds collected as special assessment within the SID. In addition, the District Management Corporation shall:

- A. Have a Board of Trustees consisting of eleven members chosen as follows:
 - 1. one member appointed by the Mayor;
 - 2. one member of the City Council, appointed by the City Council;
 - 3. such additional persons, including owners of real estate located within the SID and officials of corporations or entities operating retail or service establishments therein, as may be selected under the by-laws of the District Management Corporation.
- B. Exercise the following powers:
 - 1. Adopt by-laws for the regulation of its affairs and the conduct of its business and to prescribe rules, regulations and policies in connection with the performance of its functions and duties;
 - 2. Employ such persons as may be required, and fix and pay their compensation from funds available to the corporation;
 - 3. Apply for, accept, administer and comply with the requirements respecting an appropriation of funds or a gift, grant or donation of property or money;
 - 4. Make and execute agreements which may be necessary or convenient to the exercise of the powers and functions of the corporation, including contracts with any person, firm, corporation, governmental agency or other entity;
 - 5. Administer and manage its own funds and accounts and pay its own obligations;
 - 6. Borrow money from private lenders for periods not to exceed 180 days and from governmental entities for that or longer periods;
 - 7. Accept, purchase, rehabilitate, sell, lease or manage property in the special improvement district;
 - 8. Provide security, sanitation and other services to the SID supplemental to those provided normally by the city;



9. Undertake improvements designed to increase the safety or attractiveness of the SID to businesses which may wish to locate there or to visitors to the SID, including, but not limited to, litter clean up and control, landscaping, parking areas and facilities, recreational and rest areas and facilities, and those improvements generally permitted for pedestrian malls under section 2 of P.L. 1972, c. 134 (c. 40:56-66), pursuant to pertinent regulations of the governing body;
10. Publicize the district and businesses included within the district boundaries;
11. Organize special events in the districts;
12. Provide special parking arrangements in conjunction with the New Brunswick Parking Authority for the district;
13. Provide temporary decorative lighting in the district.

03.34.050 BUDGET.

The District Management Corporation shall submit a detailed annual budget for approval by resolution of the City Council of the City of New Brunswick. The budget shall be submitted with a report which explains how the budget contributes to goals and objectives for the special improvement district.

- A. The budget shall be introduced, approved, amended and adopted by resolution passed by not less than a majority of the full membership of the City Council of the City of New Brunswick.
- B. The procedure shall be as follows:
 1. Introduction and approval;
 2. Public advertising;
 3. Public hearing;
 4. Amendments and public hearings, if required;
 5. Adoption.
 - a. The budget shall be introduced in writing at a meeting of the City Council of the City of New Brunswick. Approval thereof shall constitute a first reading which may be by title. Upon approval of the budget by the governing body, it shall fix the time and place for the holding of a public hearing upon the budget.
 - b. The budget shall be advertised after approval. The advertisement shall contain a copy of the budget and shall set forth the date, the time and place of the hearing. It shall be published at least 10 days prior to the date fixed therefore in a newspaper circulating in the City of New Brunswick.
 - c. No budget shall be adopted until a public hearing has been held thereon and all persons having an interest therein shall have been given an opportunity to present objections. The hearing shall be held not less than 28 days after approval of the budget.
 - d. The public hearing shall be held at the time and place specified in the advertisement thereof, but may be adjourned from time to time until the hearing is closed.
 - e. The budget as advertised, shall be read at the public hearing in full, or it may be read by its title, if at least one week prior to the date of the hearing:



- i. a complete copy of the approved budget, as advertised, shall be posted in a public place where public notices are customarily posted in the City Hall of the City of New Brunswick; and
 - ii. is made available to each person requesting the same, during that week and during the public hearing.
- f. The City Council shall, by resolution passed by not less than a majority of the full membership, determine that the budget shall be read by its title and declare that the conditions set forth in paragraph (e) have been met. After closing the hearing, the City Council may adopt the budget, by title without amendments, or may approve amendments as provided in subsection g. of this section before adoption.
- g. The City Council may amend the budget during or after the public hearing. No amendment by the City Council shall be effective until taxpayers and all persons having an interest therein shall have been granted a public hearing thereon, if the amendment shall:
- i. add a new item in an amount in excess of 1% of the total amount as stated in the approved budget; or
 - ii. increase or decrease any item by more than 10%; or
 - iii. increase the amount to be raised pursuant to section 16 of P. L. 1972, c. 134 (C. 40:56-80) by more than 5%, unless the same is made pursuant to an emergency temporary appropriation only. Notice of hearing on an amendment shall be advertised at least three days before the date set therefor. The amendment shall be published in full in the same manner as an original publication and shall be read in full at the hearing before adoption.
- h. Final adoption shall be by resolution, adopted by a majority of the full membership of the City Council, and may be by title.

03.34.060 AUDIT.

Concurrently with the introduction of this ordinance and the submission of a plan for the SID, the District Management Corporation shall cause an annual audit of its books, accounts and financial transactions to be made and filed with the City Council of the City of New Brunswick, and for that purpose the corporation shall employ a certified public accountant of New Jersey. The annual audit shall be completed and filed with the governing body within four months after the close of the fiscal year of the corporation and a certified duplicate copy of the audit shall be filed with the Director of the Division of Local Government Services in the Department of Community Affairs within five days of the filing of the audit with the City Council of the City of New Brunswick.

03.34.070 ANNUAL REPORT.

The District Management Corporation shall, within 30 days of each fiscal year, make an annual report of its activities for the preceding fiscal year to the City Council of the City of New Brunswick.

03.34.080 COSTS AND ASSESSMENTS.

The annual costs of operating, maintaining and improving the special improvement district shall be reported to the Governing Body, assessed, collected and appropriated as provided in N.J.S.A. 40:56-80.

SEVERABILITY.

If any section, subsection, provision, clause or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, such adjudication shall not affect the remaining sections, subsections, provisions, clauses or portions, which shall be deemed severable therefrom.



REPEALER.

All ordinances or parts of ordinances inconsistent with the provisions of this ordinance be and the same hereby repealed.

PUBLIC NOTICE.

At least 10 days prior to the date fixed for a public hearing on this ordinance, a copy hereof and notice of the date, time and place of said hearing shall be mailed by first class mail to the owners and tenants of the lots of parcels of land included in the special improvement district, as listed on the tax record of the City.

EFFECTIVE DATE.

The effective date of the ordinance shall be twenty days after its final passage by City Council and approval by the Mayor at the time and manner provided by law.

Table 1:

Block	Lot	Qualifier	Property Location	Expand Date
1.01	1.04		725 STATE ROUTE 18 NB	
1.01	6.01		795 STATE ROUTE 18 NB	
3	12		19 DENNIS ST	
3	15.02		29 DENNIS ST	
3	35.01		100 HIRAM SQUARE	
3	36.01		5 DENNIS ST	
4	36.01		2 ALBANY ST	
4	37	C0001	2 HIRAM SQUARE	
4	37	C0002	4 HIRAM SQUARE	
4	37	C0003	6 HIRAM SQUARE	
4	37	C0004	8 HIRAM SQUARE	
4	37	C0005	10 HIRAM SQUARE	
4	37	C0006	12 HIRAM SQUARE	
4	37	C0007	14 HIRAM SQUARE	
4	37	C0008	16 HIRAM SQUARE	
4	37	C0009	18 HIRAM SQUARE	
4	37	C0010	20 HIRAM SQUARE	
4	37	C0011	22 HIRAM SQUARE	
4	37	C0012	24 HIRAM SQUARE	
4	37	C0013	26 HIRAM SQUARE	
4	37	C0014	28 HIRAM SQUARE	
4	37	C0015	30 HIRAM SQUARE	
4	37		32 HIRAM SQUARE	
5	6.01		147 NEILSON ST	
5	24.01	C0016	19 HIRAM SQUARE	
5	24.01	C0017	17 HIRAM SQUARE	
5	24.01	C0018	15 HIRAM SQUARE	
5	24.01	C0019	13 HIRAM SQUARE	
5	24.01	C0020	11 HIRAM SQUARE	
5	24.01	C0021	9 HIRAM SQUARE	
5	24.01	C0022	7 HIRAM SQUARE	
5	24.01	C0023	5 HIRAM SQUARE	
5	24.01	C0024	3 HIRAM SQUARE	



5	24.01	C0025	1 HIRAM SQUARE	
5	24.01	C0026	163 NEILSON ST	
5	24.01	C0027	161 NEILSON ST	
5	24.01	C0028	159 NEILSON ST	
5	24.01	C0029	157 NEILSON ST	
5	24.01	C0030	155 NEILSON ST	
5	24.01	C0031	153 NEILSON ST	
5	24.01	C0032	151 NEILSON ST	
5	24.01	C0033	149 NEILSON ST	
5	24.01	CG001	161G NEILSON ST	
5	24.01	CG002	157G NEILSON ST	
5	24.01	CG003	153G NEILSON ST	
5	24.01	CG004	149G NEILSON ST	
5	24.01		21 HIRAM SQUARE	
5	25.01		10 DENNIS ST	
				Expand
Block	Lot	Qualifier	Property Location	Date
8	1.01		150 NEILSON ST	
8	4.01	C0001	335 GEORGE ST	
8	4.01	C0002	335 GEORGE ST	
8	4.01		335 GEORGE ST	
9	1.01		25 BAYARD ST	
9	5		349 GEORGE ST	
9	7		355 GEORGE ST	
9	8		357 GEORGE ST	
9	9		359 GEORGE ST	
9	10		361 GEORGE ST	
9	11		363 GEORGE ST	
9	12.01		365 GEORGE ST	
9	21		9 BAYARD ST	
10	1.01		170 NEILSON ST	
10	4.01		369 GEORGE ST	
10	4.06		15 PATERSON ST	
10	5.02		375 GEORGE ST	
10	6.01		377 GEORGE ST	
10	7.03		385 GEORGE ST	
10	8		92 CHURCH ST	
10	9.02		90 CHURCH ST	
11	1.01		100 ALBANY ST	
11	13		387 GEORGE ST	
11	15.01		108 ALBANY ST	
12	1.01		5 KIRKPATRICK ST	
12	9.02		86 BAYARD ST	
12	10.02		78 BAYARD ST	
12	10.03		78 BAYARD ST	
12	13.01		70 BAYARD ST	
12	15.01		58 BAYARD ST	
12	16		344 GEORGE ST	
12	17		342 GEORGE ST	



12	18		340 GEORGE ST	
12	19		338 GEORGE ST	
12	20		336 GEORGE ST	
12	21		1 LIVINGSTON AVE	
12	23.01		9 LIVINGSTON AVE	
12	24.01		15 LIVINGSTON AVE	
12	26.01		33 LIVINGSTON AVE	
13	2.01		45 BAYARD ST	
13	4		49 BAYARD ST	
13	5		51 BAYARD ST	
13	6.01		1 ELM ROW	
13	8.01		46 PATERSON ST	
13	8.02		358 GEORGE ST	
13	10		354 GEORGE ST	
13	11		352 GEORGE ST	
13	12		350 GEORGE ST	
14	1.01		75 BAYARD ST	
14	1.02		56 PATERSON ST	
				Expand
Block	Lot	Qualifier	Property Location	Date
15	1.01		366 GEORGE ST	
15	2.01	C0001	1 SPRING ST	
15	2.01	C0002	1 SPRING ST	
15	2.01		1 SPRING ST	
15	7		5 SPRING ST	
15	8		7 SPRING ST	
15	9		9 SPRING ST	
15	10		124 CHURCH ST	
15	14.01		108 CHURCH ST	
15	16		104 CHURCH ST	
15	17		382 GEORGE ST	
15	18		380 GEORGE ST	
15	19		378 GEORGE ST	
15	20.01		376 GEORGE ST	
16	3.01		390 GEORGE ST	
16	4.01		120 ALBANY ST	
16	11.01		120 ALBANY ST	
16	13.01		120 ALBANY ST	
16	15		392 GEORGE ST	
17	1.01		2 FRENCH ST	
18	1		53 PATERSON ST	
18	2		55 PATERSON ST	
18	3		57 PATERSON ST	
18	4.01		140 CHURCH ST	
18	8		69 PATERSON ST	2016
18	9		71 PATERSON ST	2016
18	10		73 PATERSON ST	2016
18	11.02		75 PATERSON ST	2016
18	19.01		150 CHURCH ST	2016



18.02	1.02		100 KIRKPATRICK ST	2016
19	1		85 BAYARD ST	2016
19	2		87 BAYARD ST	2016
19	3.01		89 BAYARD ST	2016
19	5.01		93 BAYARD ST	2016
19	7		97 BAYARD ST	2016
19	8		99 BAYARD ST	2016
19	9		101 BAYARD ST	2016
19	10		103 BAYARD ST	2016
19	11		17 NO JOYCE KILMER AVE	2016
19	12.01		21 NO JOYCE KILMER AVE	2016
19	15		96 PATERSON ST	2016
19	16.01		94 PATERSON ST	2016
19	18.01		90 PATERSON ST	2016
19	20		86 PATERSON ST	2016
19	21		84 PATERSON ST	2016
19	24		36 KIRKPATRICK ST	2016
20	6		104 BAYARD ST	2016
20	6.02		100 BAYARD ST	2016
20	11		94 BAYARD ST	2016
20	12		92 BAYARD ST	2016
Block	Lot	Qualifier	Property Location	Expand Date
20	13		90 BAYARD ST	2016
21	1		107 BAYARD ST	2016
21	18		24 NO JOYCE KILMER AVE	2016
21	19		22 NO JOYCE KILMER AVE	2016
23.01	10.02		101 PATERSON ST	2016
36.01	1.01		3 ALBANY ST	
44	1.01		410 GEORGE ST	
104.01	1.01		1 RICHMOND ST	
116	1.01		95 NEILSON ST	
117.01	1		303 GEORGE ST	
117.01	2.01		317 GEORGE ST	
117.01	3.02		120 NEILSON ST	
117.01	15		323 GEORGE ST	
119	11.01		285 GEORGE ST	2016
127.01	1.02	C0001	10 LIVINGSTON AVE	
127.01	1.02	C0002	20 LIVINGSTON AVE	
127.01	1.02	C0003	20 LIVINGSTON AVE	
127.01	1.02		10 LIVINGSTON AVE	
129	1.01		290 GEORGE ST	
129	1.02		70 NEW ST	
129	2.01		83 MORRIS ST	
129	3.01		89 MORRIS ST	
129	3.02		40 LIVINGSTON AVE	
129	5.01		90 NEW ST	
129	9.01		82 NEW ST	
130	1.01		57 LIVINGSTON AVE	



NEW BRUNSWICK
CITY CENTER

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17.02

60 LIVINGSTON AVE
