



Request for Proposal (RFP)

Full-Service Marketing/Event Management Agency

For

NEW BRUNSWICK CITY MARKET, INC.

New Brunswick City Market, Inc intends to utilize a “Fair and Open” Procurement Process for the solicitation and award of contract for this service.

Submit to:

Pamela Stefanek

RFP Administrator

Citymarket@newbrunswick.com

Proposal Closing Date and Time:

March 13, 2026

3:00PM

Standardized submission requirements and selection criteria are enclosed.



NEW BRUNSWICK CITY MARKET, INC.
Request for Proposal
Full-Service Marketing/Event Management Agency, #RFP-2026-MEA04
SPECIFICATIONS FOR PROVIDING MARKETING AND EVENT SERVICES FOR
NEW BRUNSWICK CITY MARKET, INC. AS NEEDED
RFP-2026-MEA04

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

INTENT

It is the intent and purpose of these specifications to describe the type, quality, and quantity of services required to provide a comprehensive marketing and event strategy for the New Brunswick City Center. The objective is to increase visibility, engagement, and foot traffic while addressing current needs and providing a scalable framework for the future. The selected marketing/event agency will propose innovative event concepts, manage execution, and deliver a sustainable marketing plan that can be implemented by the City Center team.

A City Market-provided liaison will act as the primary point of contact to ensure streamlined communication and alignment of goals between the marketing/event agency and City Market staff.

SCOPE

The successful proposer (hereinafter referred to as 'Full-Service Marketing/Event Agency') shall be required to enter into an agreement with the City Market as needed for Marketing and Event Strategy Services as described herein.

The following includes an overview of the required services:

Strategic Marketing & Branding

- Develop community branding ideas, including slogans to define the City Center district; and to effectively and successfully raise awareness and connect with target audiences.
- Create coordinated marketing campaigns (print, broadcast, digital, online, email, google ads, billboards, etc.) to include a written plan addressing objectives, audience/market description, strategies, tactics, and budgets.
- Creative strategy and design (reports, advertising, and visual display, broadcast, or social media materials).
- Concept development, including quality graphic design.
- Develop original copy (text), copywriting, and editing.
- Media planning & buying; media negotiations, client meetings, correspondence related to specific media plans/buys.

Public Relations

- Strategic planning for local and regional markets.
- Build messaging that can be used in various channels including social media, paid traditional media, google ads, radio, streaming, and billboards to geo-target key audiences through relevant channels to drive awareness, create an emotional connection, that builds excitement and boosts engagement.
- Develop a tangible social media strategy using tools like, but not limited to Facebook, Twitter, LinkedIn, and Instagram.
- Develop and pitch storylines and press releases, fact sheets, and highlights to the media.



- Support communication efforts (i.e. social posts, monthly newsletters, etc.) as needed.
- Integration of survey systems for feedback.

Event Planning & Execution

- Conceptualize and/or enhance summer programming specific to:
 - New Brunswick Restaurant Week
 - Summer outdoor initiatives that include
 - FIFA programming
 - 250th anniversary programming
 - Create engaging summer events
 - Enhance current programs
- Develop and implement various artistic, recreational, interactive or cultural activities. This will involve working directly with artists to negotiate fees for service.
- Conduct meetings with City Market staff and stakeholders to discuss proposed activities, event logistics and required infrastructure for event(s).
- Secure vendors to provide all required equipment including but not limited to, tents, tables, chairs, electrical, and any other necessary event items for the approved activities. Including the set-up and takedown of event(s). Overseeing volunteers and ensuring the area is returned to its pre-event state.
- Work with City Market and stakeholders to develop a schedule of events, event maps with locations of approved activities.
- Work with City Market Liaison to obtain and secure proper insurance, permitting, and required approvals, including attending City Council meetings.
- Implement all approved activities with the City Market Liaison. Including Identify and working directly with local artists.
- Create, manage and reconcile event budgets, expenses and timelines. Adhering to budget guidelines and project timelines.

Account Management & Reporting

- Meet with City Market board members and stakeholders as needed for purposes of carrying out initiatives.
- Maintain internal procedures that ensure budget and quality control.
- Prepare cost schedules and project sheets for expenditures and obtain approval of all expenditures with regard to authorized advertising by submitting preproduction estimates.
- Provide regular status reports as agreed upon, to provide timely updates regarding the progress on all projects.
- Provide monthly and post event performance cost analysis.
- Develop analytical data reports and KPI's in collaboration with City Market leadership to measure overall effectiveness and performance, and provide detailed reports.

It should be noted that strategic plans, creative strategies, and other strategic input will come in large part from City Market representatives in coordination with the selected Agency(s). In addition, the Agency(s) should be able to recommend strategies to expand the impact of marketing campaigns associated with events, allowing for the broadest possible exposure to the target audience within the available budget. The selected firm must provide creative briefs before each campaign or individual project outlining the goal(s), objectives, audience, strategies, budget, and evaluation format. The selected Agency(s) must demonstrate the ability to plan strategically; integrate, manage, and execute an assortment of marketing projects. The Agency(s) must be able to identify, evaluate, recommend, develop, and execute, and/or manage new and emerging activities.



RESERVATIONS

City Market reserves the right to reject any and all proposals as allowable by law. City Market reserves the right to investigate the Full-Service Marketing/Event Agency's ability and to satisfy itself that the Full Service Marketing/Event Agency will be able to fulfill these specifications and any future service requirements.

COMMENCEMENT OF WORK/TERM OF CONTRACT

- A. The term of this agreement will be for a period of six months with the possibility of extension. Extension of the agreement will be based on the satisfactory performance as determined by New Brunswick City Market leadership. This agreement is expected to commence on April 1, 2026, and end September 30, 2026, unless an extension is mutually agreed upon.
- B. The Full-Service Marketing/Event Agency will provide marketing and event management support exclusively for the City Center District boundaries.
- C. The City Market liaison will facilitate communication, goal alignment, and the dissemination of information between the Full-Service Marketing/Event Agency and City Market staff.

REQUIRED MARKETING PROCEDURES

The Full-Service Marketing/Event Agency shall:

- A. Conduct an initial audit of existing marketing and event strategies.
- B. Develop a cohesive marketing calendar and plan for City Center events and promotions as defined in the scope of work.
- C. Provide professional-grade branding and content creation.
- D. Provide media placement strategies and recommendations.
- E. Work with City Market Liaison to coordinate media placements and event needs.
- F. Implement performance tracking for ongoing optimization.



DESCRIPTION OF SERVICES

Full-Service Marketing/Event Agency Requirements and Responsibilities:

A. Strategic Marketing Plan Development

1. Conduct a comprehensive audit of current marketing efforts, including social media, email campaigns, website, and print materials.
2. Develop a short-term and long-term strategic marketing plan to elevate downtown City Center's brand visibility and engagement.
3. Prepare a master document that outlines immediate priorities, measurable objectives, and a roadmap for implementation.
4. Assess and implement changes to improve the City Market's website for user experience and functionality.

B. Digital Marketing and Social Media Management

1. Create a content calendar aligned with event(s), ensuring impactful messaging.
2. Develop engaging content across key platforms, including Instagram, Facebook, TikTok, and other relevant channels.
3. Launch data-driven ad campaigns with audience segmentation to maximize reach and engagement.
4. Create professional-grade graphics for marketing and event(s).

C. Branding and Content Creation

1. Refine branding as needed to ensure a cohesive and recognizable identity across all platforms and materials.
2. Develop strategy for production of high-quality event photography, videography, and print/digital promotional materials.

D. Event Strategy and Execution

1. Propose innovative event concepts that appeal to diverse audiences.
2. Develop detailed event plans, including vendor coordination, staffing, and logistics.
3. Ensure marketing support for events through pre-event promotion, real-time updates, and post-event content.
4. Build and maintain a vendor network for food, entertainment, and event services.
5. Coordinate with City Market Liaison to ensure compliance with the city and/or county requirements including but not limited to permits, insurance, and/or licenses.

E. Collaboration and Integration

1. Work closely with the City Center liaison and stakeholders to synchronize event calendars and promotional strategies.
2. Establish a framework for creating vendor maps, organizing & fulfilling sponsorships, and planning event logistics.

F. Performance Metrics and Reporting

1. Track Key Performance Indicators (KPIs), including foot traffic, social media engagement, email open rates, and website visits.
2. Provide post-event performance reports with actionable insights to optimize ongoing efforts.
3. Conduct an annual marketing review to refine strategies and resource allocation.

G. Framework for Sustainability

1. Develop a replicable marketing and event management framework for City Center staff post contract.
2. Provide training and documentation to enable staff to independently manage marketing and event efforts.



ON-SITE WORK REQUIREMENTS AND RESTRICTIONS

The Full-Service Marketing/Event Agency shall:

- A. Be available for on-site event support as needed.
- B. Maintain a professional demeanor and appearance during all interactions.
- C. Provide timely schedules, vendor maps, and other logistical documentation.
- D. Provide ample hands on support and staffing as needed for setup and breakdown.

PROPOSAL DUE DATE

Include #RFP-2026-MEA04, Marketing and Event Strategy 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. Proposal is due no later than **3:00PM on Friday, March 13, 2026**. Any Submission received later than **3:00PM on Friday, March 13, 2026** shall be considered nonresponsive.

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 **Friday, March 13, 2026 at 3:00PM**. All Proposals will be opened and read in person on **March 19, 2026**, at 109 Church Street, by the RFP Review Committee and Administrator.

QUESTIONS AND COMMENTS

All written questions and requests for clarification shall be submitted no later than **3:00PM, Tuesday, March 3, 2026**, 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 Full-Service Marketing/Event Agency agrees to perform all marketing and event strategy services at a measurable rate (e.g. weekly, hourly, monthly, per event/program, etc.)

Rate: \$ _____ Hour per (e.g. weekly, hourly, monthly, per event/program, etc.)

Respondents should insert a schedule of proposed rates and reimbursable fees.

BASIS OF AWARD

1. Qualifications and experience of the Agency.
2. Understanding of the scope of work and ability to meet project goals.
3. Competitiveness of rates and overall value.
4. Measurable outcomes from similar projects.



REQUEST FOR PROPOSALS
for
MARKETING AND EVENT 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.

Full-Service Marketing/Event Agency, #RFP-2026-MEA04

These proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A20.4 et seq. Sealed responses to these requests are required to be delivered to 109 Church Street, New Brunswick, NJ on or before [Friday, March 13, 2026](#). 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. (Full-Service Marketing/Event Agency, RFP-2026-MEA04) 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 [March 19 2026](#).

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 Payto-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. Published on the website NewBrunswick.com on [February 19, 2026](#).



NEW BRUNSWICK CITY MARKET, INC.
Full-Service Marketing/Event Agency, #RFP-2026-MEA04
Selection Criteria

The selection criteria to be used by City Market in making its recommendation to the organization's Executive Board 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); Cost structure proposal for the period of the agreement; 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:

Full-Service Marketing/Event Agency 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 the Full-Service Marketing/Event Agency.
- Knowledge of the Public Entities and the regulations/statutes that apply to entities such as the City Market.
- 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.
Full-Service Marketing/Event Agency, #RFP-2026-MEA04
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 the Full-Service Marketing/Event Agency.

Please Note this Requirement:

Professional services entities shall submit two (2) originals and one (1) USB/Flash drive sets of their sealed submission on or before [Friday, March 13, 2026, at 3:00PM](#).

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 twentyfour (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.

1.3 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.

1.4 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.

1.5 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.

1.6 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.

1.7 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.

1.8 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.

1.9 Facsimile Documents Provided in a Submission

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

1.10 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.

1.11 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, monthly, or by event/program 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 Full-Service Marketing/Event Agency shall not include in the RFP amount any taxes chargeable against the performance of the work.



Liability and Insurance:

The Full-Service Marketing/Event Agency, at the Agency'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 Full-Service Marketing/Event Agency's provision of services under this agreement. For general liability coverage, the Agency 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:

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

Automobile Liability Policy Limits

Bodily Injury:

- a. \$1,000,000.00 each person,
- b. \$1,000,000.00 each occurrence,

Property Damage:

- a. \$1,000,000.00 each occurrence,

Worker's Compensation Coverage:

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

INDEMNIFY AND HOLD HARMLESS:

The Full-Service Marketing/Event Agency 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-2026-MEA04 costs and expenses of defending against such claims) arising out of; 1.) Any act or omission by or on behalf of the Full Service Marketing/Event Agency outside the scope of this Agreement, and 2) Any act or omission determined to constitute negligence, recklessness, or willful misconduct by the Full-Service Marketing/ Event Agency or the Full-Service Marketing/Event Agency's agents, employees, representatives, and assigns in the performance of this Agreement.



NEW BRUNSWICK CITY MARKET, INC.

Full-Service Marketing/Event Agency, #RFP-2026-MEA04

CHECKLIST

PROFESSIONAL SERVICE TITLE: Full Service Marketing/Event Management Agency

SUBMISSION DATE: On or Before March 13, 2026

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

1. Non-Collusion Affidavit..... 14
2. Disclosure of Ownership Form..... 15
3. Mandatory Equal Employment Opportunity Notice 16-19
4. Professional Service Entity Information Form..... 20
5. Insurance Requirement Acknowledgment Form..... 21
6. Acknowledgment of Corrections, Additions or Deletions Form..... 22
7. Disclosure of Prohibited Investment Activities 23
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..... 24

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 _____ in the
(name of affiant) (name of municipality)

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
(title of bid proposal)

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 project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ 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)

Subscribed and sworn to

Before me this day

_____, 2026

Signature

Notary Public of New Jersey

My Commission expires _____

(Type or print name of affiant)

(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):

☐ 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 City Market during normal business hours or at [nj.gov](https://www.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: _____

TITLE: _____

PRINT NAME: _____

DATE: _____



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 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: _____ 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)



**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



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.