

Resolution of the City of Jersey City, N.J.

File No. Res. 21-699
Agenda No. 10.10
Approved: Oct 14 2021



RESOLUTION AWARDING A NEGOTIATED CONTRACT PURSUANT TO N.J.S.A. 40A:11-5(3) TO RED RABBIT, LLC, FOR THE CONGREGATE NUTRITION PROGRAM

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City, Department of Health and Human Services, Division of Food and Nutrition prepared a Competitive Contract Request for Proposals (RFP) for the Congregate Nutrition Program and accepted RFP's on two different occasions; and

WHEREAS, on first bid there were no "Responsible and Responsive" bidders and on the second bid the City rejected sole proposal from Red Rabbit, LLC because its bid substantially exceeded the Division of Food and Nutrition's budget for this contract; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(3), the City's Purchasing Agent and the Acting Director of Food and Nutrition negotiated a contract with Red Rabbit, LLC, 1751 Park Avenue, New York, New York 10035; and

WHEREAS, Red Rabbit, LLC, agrees to perform the Congregate Nutrition Program based on a unit cost of \$8.00 per meal for a total contract price not to exceed \$384,000.00 for the duration of contract; and

WHEREAS, the contract will be for an initial term of one (1) year with options for the City to renew the contract for two (2) additional one (1) year periods; and

WHEREAS, the Purchasing Agent and the Acting Director of Food and Nutrition consider this to be a fair and reasonable price; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play Law); and

WHEREAS, the Director of the Department of Health and Human Services has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

WHEREAS, the contractor has completed and submitted a Business Entity Disclosure Certification which certifies that the contractor has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and the contract will prohibit the contractor from making any reportable contributions during the term of the contract; and

WHEREAS, the contractor has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, the contractor has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funds are available for this contract in the Grant Account:

Acct #	P.O #	Total Contract	Encumbrance
02-213-40-118-314	142513	\$384,000.00	\$1,000.00

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JERSEY CITY AS FOLLOWS:

1. A contract in the amount of \$384,000.00 for the Congregate Nutrition Program is awarded to Red Rabbit, LLC;
2. This contract is awarded as a negotiated contract pursuant to the provisions of N.J.S.A. 40A:11-5(3).
 - (a) The term of contract – The contract will be for an initial term of one (1) year with options for the City to renew the contract for two (2) additional one (1) year periods (RFP Section 1.3);

Resolution awarding a negotiated contract pursuant to N.J.S.A. 40A:11-5(3) to Red Rabbit, LLC, for the Congregate Nutrition Program

(b) Estimated total weekly meal quantities will range from 770 – 1,005 (RFP Section 3.3);

3. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.;

4. The award of this contract shall be subject to the condition that the contractor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.; and

5. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the contract after the expenditure of funds encumbered in the 2021 fiscal year budget shall be subject to the appropriation of sufficient funds in the 2022 fiscal year temporary and permanent budgets.

6. The Business Entity Disclosure Certification, the Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto, shall be placed on file with this resolution.

Resolution awarding a negotiated contract pursuant to N.J.S.A. 40A:11-5(3) to Red Rabbit, LLC, for the Congregate Nutrition Program

I hereby certify that there are sufficient funds for the payment of this resolution in the amount of \$\$1,000.00, in account number 02-213-40-118-314; PO# 142513.

John (Jack) Scura, Acting Chief Financial Officer



APPROVED AS TO LEGAL FORM



Business Administrator



Corporation Counsel

Certification Required

RECORD OF COUNCIL VOTE – Oct 14														9-0
	AYE	NAY	N.V.	Absent		AYE	NAY	N.V.	Absent		AYE	NAY	N.V.	Absent
RIDLEY	✓				SALEH	✓				LAVARRO	✓			
PRINZ-AREY	✓				SOLOMON	✓				RIVERA	✓			
BOGGIANO	✓				ROBINSON	✓				WATTERMAN, PRES	✓			

N.V. –
(Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey.



President of Council



City Clerk

Resolution awarding a negotiated contract pursuant to N.J.S.A. 40A:11-5(3) to Red Rabbit, LLC, for the Congregate Nutrition Program

RESOLUTION FACT SHEET -

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Project Manager

Edward Cho, Assistant Purchasing Agent	201-547-5838	Echo@cnj.org
Division	Division of Food and Nutrition	

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 1:00 p.m.)

Purpose

Resolution awarding a negotiated contract pursuant to N.J.S.A. 40A:11-5(3) to Red Rabbit, LLC, for the Congregate Nutrition Program Proposal

Contract term (include all)

Beginning on October 18, 2021 and ending December 31, 2022

Type of award:

Negotiated contract pursuant to N.J.S.A. 40A:11-5(3)

If "Other Exception", enter type:

Comp Contracting bid rejected twice

ATTACHMENTS:

[Red Rabbit Term RFP 1.3](#)

Approved by
Edward Cho, Assistant Purchasing Agent
Ray Reddington, Attorney
Aphichawat Vacharapanjamas, Abatement and Compliance
Soraya Hebron, Diversity and Inclusion
Patricia Vega, Assistant Purchasing Agent
Jack Scura, Acting Chief Financial Officer
John Metro, Acting Business Administrator

Status:
Approved - Oct 04 2021
Approved - Oct 04 2021
Approved - Oct 05 2021
Approved - Oct 05 2021
Approved - Oct 05 2021
Approved - Oct 05 2021
Approved - Oct 06 2021

DETERMINATION OF VALUE CERTIFICATION

I, Stacey Flanagan, of full age, hereby certify the following:

1. I am the Director of Health and Human Services for the City of Jersey City and have knowledge of the goods and services that the Division of Food and Nutrition needs.
2. Department of Health and Human Services / Division of Food and Nutrition to have a contract for the Congregate Senior Nutrition (Meal) Program.
3. The City advertised a Competitive Contract RFP for the “Congregate Nutrition Program” on two occasions.
4. First bid was opened on August 10, 2021 and there were no “Responsible and Responsive” bidder.
5. Second bid was opened on August 24, 2021 and received one bid from Red Rabbit, LLC but the City rejected their bid on September 22, 2021 council meeting due to exceeding the Division of Food and Nutrition budget (N.J.S.A. 40A: 11-13.2(a)).
6. When the City rejects the same bid on two occasions, the City is allow to negotiate with any qualify vendors (N.J.S.A. 40A:11-5(3)) and on September 30, 2021 the Health and Human Services / Division of Food and Nutrition were able to successfully negotiate with Red Rabbit, LLC.
7. The cost of the Contract exceeds \$17,500.00
8. This certification is made pursuant to N.J.S.A.19:44a-20.5.
9. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Date



Stacey Flanagan

Director of the Health and Human Services

Edward Cho

From: Edward Cho
Sent: Friday, October 1, 2021 11:39 AM
To: Nausher Khan; Naeema Arrastia-Rateau
Cc: Offer Cohen; Stacey Flanagan
Subject: RE: FW: Contract Negotiation for Congregate Senior Meals
Attachments: Insurance.pdf

Importance: High

Ms. Khan,

After careful review of your meal menu, the City has made decision to go with Red Rabbit's **\$8.00 meal menu** as you proposed.

The following are revised terms & conditions from the RFP dated August 24, 2021:

1. The term of contract (RFP 2.14) – The contract term shall commence on Monday, October 18, 2021 through December 31, 2022.
2. Estimated total weekly meal quantities will range from 770 – 1,005 (RFP 3.3).

We will need your legal documents ASAP and certificate of insurance prior to the start of contract 10/18 (see attached).

Thank you for your prompt response on such short notice.

Respectfully,



Edward Cho, CPPB, QPA
Acting Director, Division of Food & Nutrition
[Department of Health & Human Services](#)
Dr. Martin Luther King Jr. City Hall Annex
1 Jackson Square
Jersey City, NJ 07305
201.547.5838 (Office) | 201.783.0363 (Cell)

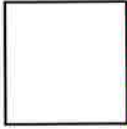
From: Nausher Khan <nausher@myredrabbit.com>
Sent: Thursday, September 30, 2021 2:07 PM
To: Edward Cho <ECho@jcnj.org>
Cc: Naeema Arrastia-Rateau <naeema@myredrabbit.com>; Offer Cohen <OCohen@jcnj.org>
Subject: Re: FW: Contract Negotiation for Congregate Senior Meals

CAUTION: This email originated from outside our organization. Use caution when clicking links or opening attachments.

Good Afternoon,

Please find Red Rabbit's 21 Day hot menu and proposal preamble in support of the JC Congregate Senior Nutrition Program proposal previously submitted. Thanks and let me know if you have any questions.

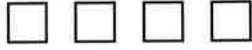
Best,



Nausher Khan
Director of Strategic Partnerships

O: 866.697.3372

M: 518.522.6763



myredrabbit.com

On Thu, Sep 30, 2021 at 8:56 AM Edward Cho <ECho@icnj.org> wrote:

From: Edward Cho <ECho@icnj.org>
Sent: Thursday, September 30, 2021 6:46 AM
To: rhys@myredrabbit.com
Subject: Fw: Contract Negotitation for Congregate Senior Meals
Importance: High

Good morning sir,

Naeema promised to have meal menu's to us by Wednesday, 9/28 and we haven't received nor she is responding to my email to that regard yesterday.

Would mind give me the status?

Thank you,

Ed

From: Edward Cho
Sent: Thursday, September 23, 2021 1:28 PM
To: naeema@myredrabbit.com <naeema@myredrabbit.com>; rhys@myredrabbit.com <rhys@myredrabbit.com>
Cc: Offer Cohen <OCohen@icnj.org>
Subject: RE: Contract Negotitation for Congregate Senior Meals

Jersey City Senior Feeding - Proposal

Harlem, NY

Our Food

At Red Rabbit, **we make food entirely from scratch. Informed** by sixteen years of food service, we design our menus as a reflection of the communities we serve, while ensuring our food is of the highest quality.

Our Differentiators

- Our food is made from scratch daily in our local kitchen. We bread our own chicken, create our own homemade sauces and dressings, and hand cut all our fruit daily in house.
- We do not serve any form of packaged or processed food in any of our meals or snacks.
- We do not serve fried or par-fried foods of any kind.
- No additives, preservatives, dyes or fillers of any kind ever go into our food.
- We never use hydrogenated oils, artificial trans fats or animal by-products in any form.
- No canned vegetables or fruit. Only fresh, whole produce.
- We use little to no added sugar and never use alternate sweeteners such as high fructose corn syrup or any artificial flavors, colors or sweeteners in our cooking.
- All our meat and poultry is fresh. It is never frozen, never processed and never has any nitrates or nitrites.
- Our meals are prepared fresh and sent out daily. They are never frozen.

Included in your Quotation:

- Individually packaged freshly prepared meals
- Tea and coffee bags
- Cupcakes (upon request for special events)
- Eating utensils and condiments
- Delivery
- Dedicated customer service
- Allergen free alternative meals available upon request
- All documentation inclusive of production records, delivery invoices, menu recipes etc

Price is \$8

Red Rabbit 21 Day JC Congregate Senior Feeding Hot Cycle Menu

		Day 1	Day 2	Day 3	Day 4	Day 5
Required Components		Food Item	Food Item	Food Item	Food Item	Food Item
Breakfast	1. Juice or Fruit or Vegetables	Orange Wedges	Local Apple	Fresh Pineapple Chunks	Whole Pear	Honey Dew Slices
	2. Bread or Bread alternate	Whole Grain Pumpkin Bread	WW Blueberry Bagel w/ cream cheese	Chex Cereal	Berry Yogurt w/ granola soft topping	Whole Grain Berry Waffles
	3. Milk	Low Fat or FF Milk	Low Fat or FF Milk	Low Fat or FF Milk	Low Fat or FF Milk	Low Fat or FF Milk
Lunch	1. Meat or Meat Alternate	Chicken Alfredo	West Indian Curry Chicken	Homemade Pizza w/ Mozz Cheese	Scrambled Eggs	Ropa Vieja
	2. Juice or Fruit or Vegetable	Roasted Carrots	Green Peas	Roasted Broccoli	Home Fries	Black Beans
	3. Fruit or Vegetable	Plum	Honey dew slices	Orange Wedges	Cantaloupe Chunks	Cantaloupe Chunks
	4. Bread or Bread alternate	Fettucine	Brown Rice	Whole Grain Focaccia	Whole Grain Roll	Brown Rice
	5. Milk	Low Fat or FF Milk	Low Fat or FF Milk	Low Fat or FF Milk	Low Fat or FF Milk	Low Fat or FF Milk
PM Snack Select 2	1. Milk	Low Fat or FF Milk		Low Fat or FF Milk		Low Fat or FF Milk
	2. Juice or Fruit or Vegetable					
	3. Bread or Bread Alternate	Soft Whole Wheat Pretzels	Crostini Baguette Slices	Cranberry Apple Muffins	Soft Pita Bread	Whole Grain Trail Mix
	4. Meat or Meat Alternate		Cheddar Cheese Cubes		Chickpea Hummus	
		Day 6	Day 7	Day 8	Day 9	Day 10
Required Components		Food Item	Food Item	Food Item	Food Item	Food Item
Breakfast	1. Juice or Fruit or Vegetables	Local Apple	Banana	Orange Wedges	Honey Dew Slices	Cantaloupe Chunks
	2. Bread or Bread alternate	Whole Grain Cereal	WW Mini Bagel w/ cream cheese	Whole Grain Corn Muffin	Apple Cinnamon Muffin	Strawberry Yogurt w/ soft granola topping

	3. Milk	Low Fat or FF Milk	Low Fat or FF Milk	Low Fat or FF Milk	Low Fat or FF Milk	Low Fat or FF Milk
Lunch	1. Meat or Meat Alternate	Teriyaki Chicken	Lentil Dal	Pesto Chicken	Eggplant Parmesan w/ Mozz Cheese	Pollo Guisado
	2. Juice or Fruit or Vegetable	Edamame & Corn	Curried Potatoes	Garlic Broccoli	Sweet Potatoes	Red Beans
	3. Fruit or Vegetable	Orange Wedges	Cantaloupe Chunks	Fresh cut pineapple	Plum	Watermelon Chunks
	4. Bread or Bread alternate	Brown Rice	Naan	WG Cous Cous	Whole Grain Roll	Brown Rice
	5. Milk	Low Fat or FF Milk	Low Fat or FF Milk	Low Fat or FF Milk	Low Fat or FF Milk	Low Fat or FF Milk
PM Select 2	1. Milk			Low Fat or FF Milk	Low Fat or FF Milk	Low Fat or FF Milk
	2. Juice or Fruit or Vegetable	Honeydew slices			Peach Applesauce	
	3. Bread or Bread Alternate	Whole Grain Sweet potato waffle	Crostini Baguette Slices	Berry Muffin		Banana Bread
	4. Meat or Meat Alternate		Mozzarella Cheese cubes			

	Day 11	Day 12	Day 13	Day 14	Day 15	
Required Components	Food Item	Food Item	Food Item	Food Item	Food Item	
Breakfast	1. Juice or Fruit or Vegetables	Orange Wedges	Local Apple	Fresh Pineapple Chunks	Whole Pear	Honey Dew Slices
	2. Bread or Bread alternate	Egg & Cheese Breakfast Taco	Chex Cereal	WG Apple Cinnamon Bagel w/ Butter	Strawberry Yogurt w/ granola soft topping	Whole Grain Strawberry Waffles
	3. Milk	Low Fat or FF Milk	Low Fat or FF Milk	Low Fat or FF Milk	Low Fat or FF Milk	Low Fat or FF Milk
Lunch	1. Meat or Meat Alternate	Beef & Black Bean Chili	Butternut Squash Mac & Cheese	BBQ Turkey	Chicken Tagine	Turkey Swedish Meatballs
	2. Juice or Fruit or Vegetable	Corn Salsa	Roasted Carrots	Green Peas	Chickpeas	Roasted Broccoli
	3. Fruit or Vegetable	Pineapple Slices	Cantaloupe Chunks	Banana	Orange Wedges	Watermelon Chunks

	4. Bread or Bread alternate	Brown Rice	Pasta Shells	Brown Rice	WG Taboulleh	Penne Pasta
	5. Milk	Low Fat or FF Milk	Low Fat or FF Milk	Low Fat or FF Milk	Low Fat or FF Milk	Low Fat or FF Milk
PM Select 2	1. Milk	Low Fat or FF Milk		Low Fat or FF Milk		Low Fat or FF Milk
	2. Juice or Fruit or Vegetable	Veggie sticks w/ Homemade Ranch				
	3. Bread or Bread Alternate		Crostini Baguette Slices	Cranberry Apple Muffins	Soft Pita Bread	Whole Grain Trail Mix
	4. Meat or Meat Alternate		Cheddar Cheese Cubes		Chickpea Hummus	

		Day 16	Day 17	Day 18	Day 19	Day 20
Required Components		Food Item	Food Item	Food Item	Food Item	Food Item
Breakfast	1. Juice or Fruit or Vegetables	Local Apple	Banana	Orange Wedges	Honey Dew Slices	Cantaloupe Chunks
	2. Bread or Bread alternate	Whole Grain Cereal	WW Mini Bagel w/ cream cheese	Cinnamon Toast Sticks	Apple Cinnamon Muffin	Berry Yogurt w/ soft granola topping
	3. Milk	Low Fat or FF Milk	Low Fat or FF Milk	Low Fat or FF Milk	Low Fat or FF Milk	Low Fat or FF Milk
Lunch	1. Meat or Meat Alternate	Grilled Cheese	Chicken Tikka Masala	3 cheese Rigatoni	Beef Burgers	Rasta Pasta w/ Chicken
	2. Juice or Fruit or Vegetable	Green Peas	Edamame	Sauteed Kale	Potato Wedges	Carrots
	3. Fruit or Vegetable	Pineapple Slices	Honeydew Slices	Banana	Orange Wedges	Apple
	4. Bread or Bread alternate	WG Focaccia	Brown Rice	Rigatoni	Whole Grain Roll	Penne Pasta
	5. Milk	Low Fat or FF Milk	Low Fat or FF Milk	Low Fat or FF Milk	Low Fat or FF Milk	Low Fat or FF Milk
PM Select 2	1. Milk			Low Fat or FF Milk	Low Fat or FF Milk	Low Fat or FF Milk
	2. Juice or Fruit or Vegetable	Honeydew slices			Peach Applesauce	
	3. Bread or Bread Alternate	Whole Grain Sweet potato waffle	Crostini Baguette Slices	Berry Muffin		Banana Bread

4. Meat or
Meat Alternate

Mozzarella
Cheese cubes

		Day 21
Required Components		Food Item
Breakfast	1. Juice or Fruit or Vegetables	Local Apple
	2. Bread or Bread alternate	Whole Grain Cereal
	3. Milk	Low Fat or FF Milk
Lunch	1. Meat or Meat Alternate	Turkey Cuban Sandwich
	2. Juice or Fruit or Vegetable	Roasted Sweet Potatoes
	3. Fruit or Vegetable	Pineapple Slices
	4. Bread or Bread alternate	WG Baguette
	5. Milk	Low Fat or FF Milk
PM Select 2	1. Milk	
	2. Juice or Fruit or Vegetable	Honeydew slices
	3. Bread or Bread Alternate	Whole Grain Sweet potato waffle
	4. Meat or Meat Alternate	

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

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

Jeana F. Abuan, Acting Director
Department of Human Resources
Office of Equal Opportunity/Affirmative Action
280 Grove Street, Bsmt 109A
Jersey City, NJ 07302
Tel: 201-547-4533
Email address: abuanj@jcnj.org

(REVISED 4/13)

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print): Rhys Powell / CEO

Representative's Signature: _____

Name of Company: Red Rabbit

Tel. No.: 866-697-3372

Date: 09/30/2021

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

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

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

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

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

Representative's Name/Title Print): Rhys Powell/ CEO
Representative's Signature: _____
Name of Company: Red Rabbit
Tel. No.: 866-697-3372 Date: 09/30/2021



**CITY OF JERSEY CITY
DEPARTMENT OF BUSINESS ADMINISTRATION
OFFICE OF DIVERSITY AND INCLUSION**



SUPPLIER DIVERSITY DEFINITIONS

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

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

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

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

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

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

Veteran Owned- a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a person or persons who are veterans.

"Veteran" means any citizen and resident of this State now or hereafter honorably discharged or released under honorable circumstances who served in any branch of the Armed Forces of the United States or a Reserve component thereof for at least 90 days and shall include disabled veterans.

Disability Owned- a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a person or persons with a disability.

Lesbian, Gay, Bisexual, Transgender Owned- a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by an LGBT person or persons.

**THE CITY OF JERSEY CITY IS AN AFFIRMATIVE ACTION & EQUAL OPPORTUNITY EMPLOYER AND COMPLIES WITH ALL
LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS IN EMPLOYMENT AND CONTRACTING.**



**CITY OF JERSEY CITY
DEPARTMENT OF BUSINESS ADMINISTRATION
OFFICE OF DIVERSITY AND INCLUSION**



SUPPLIER DIVERSITY BIDDER QUESTIONNAIRE

The City of Jersey City is committed to ensuring that its utilization of vendors reflects the diversity of its community. Please complete this form to assist us with monitoring our supplier diversity performance.

Business Name: Red Rabbit

Address: 1751 Park Ave, New York, NY, 10035

Phone: '866-697-3372

Email: Inquiries@myredrabbit.com

Contact Name: Nausher Khan

Please indicate if your business qualifies as any of the following: (See definitions for clarification)

- Minority Owned
- Woman Owned
- Veteran Owned
- Disability Owned
- Lesbian, Gay, Bisexual, Transgender Owned
- None

Please indicate if your business is currently certified by an authorized certifying body as any of the following:

- Minority Business Enterprise
- Woman Business Enterprise
- Veteran Business Enterprise
- Disability Owned Business Enterprise
- Lesbian, Gay, Bisexual, Transgender Business Enterprise
- Disadvantaged Business Enterprise
- Small Business Enterprise
- None

THE CITY OF JERSEY CITY IS AN AFFIRMATIVE ACTION & EQUAL OPPORTUNITY EMPLOYER AND COMPLIES WITH ALL LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS IN EMPLOYMENT AND CONTRACTING.

City Clerk File No. Ord. 08-128

Agenda No. INITIATIVE PETITION 1st Reading

Agenda No. 4.A. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE *08-128*

TITLE:

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City
(CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

The Municipal Council of the City of Jersey City does hereby ordain:

WHEREAS, large political contributions from those seeking or performing contracts with a municipality raise reasonable concerns on the part of taxpayers and residents as to their trust in government and its business practices; and

WHEREAS, pursuant to N.J.S.A. 40:48-2, a municipality is authorized to adopt such ordinances, regulations, rules and by-laws as necessary and proper for good government, as well as the public health, safety and welfare; and

WHEREAS, pursuant to P.L.2005, c.271 (codified at N.J.S.A. 40A:11-51) a municipality is authorized to adopt by ordinance, measures limiting the awarding of public contracts to business entities that have made political contributions, and limiting the contributions that the recipient of such a contract can make during the term of a contract; and

WHEREAS, in the interest of good government, the people and the government of the City of Jersey City desire to establish a policy that will avoid the perception of improper influence in public contracting and local elections;

NOW, THEREFORE, BE IT RESOLVED, it shall be the policy of the City of Jersey City to create such a regulation which states that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City; and

BE IT ORDAINED by the City of Jersey City, in the County of Hudson, and State of New Jersey, as follows:

DEFINITIONS

As used in this ordinance:

- (a) "Campaign Committee" means (i) every candidate for City of Jersey City elective municipal office; (ii) every candidate committee established by or for the benefit of a candidate for City of Jersey City elective municipal office; (iii) every joint candidate committee established in whole or in part by or for the benefit of a candidate for City of Jersey City elective municipal office; (iv) every political party committee of the City of Jersey City; (v) every political party committee of the County of Hudson; and (vi) every political committee, continuing political committee, or other form of association or organization that regularly engages in the support of candidates for the City of Jersey City municipal or Hudson county elective offices or City of Jersey City municipal or Hudson county political parties or political party committees. The terms in the foregoing paragraph have the meaning prescribed in N.J.A.C. 19:25-1.7,

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

- (b) "Contribution" has the meaning prescribed in N.J.A.C. 19:25-1.7. By way of illustration, and not limitation, this definition includes pledges, loans, and in-kind contributions.
- (c) A "contract for professional or extraordinary services" means all contracts for "professional services" and "extraordinary unspecifiable services" as such term is used in N.J.S.A. 40A:11-5
- (d) For purposes of this Ordinance, a "Business Entity" whose contributions are regulated by this ordinance means: (i) an individual including the individual's spouse, and any child/children; (ii) a firm; corporation; professional corporation; partnership; limited liability company; organization; association; and any other manner and kind of business entity; (iii) any person who owns 10% or more of the equity or ownership or income interests in a person or entity as defined in sections (i) and (ii) above and their spouses and child/children; (iv) all partners or officers of such an entity, in the aggregate, and their spouses and child/children; (v) any person, subcontractor, subsidiary, corporation, firm, partnership, limited liability company, organization or association who has received or indefeasibly acquired the right to receive, from a person described in subparagraph (i) above, more than \$100,000.00 in compensation or income of any kind (including, by way of illustration, and not limitation: wages, salaries, sums paid to independent contractors, benefits, dividends, profit-sharing, pension contributions, deferred contributions, stock, stock options or gifts), in any twelve (12) month period prior to the award of, or during the term of, a contract subject to this ordinance; and (vi) all persons who are an "affiliate" of a Business Entity as defined in sections (i), (ii) and (v) above, as such term is used in 11 U.S.C. 101(2).

SECTION 1 - PROHIBITION ON AWARDING PUBLIC CONTRACTS TO CERTAIN CONTRIBUTORS

- (e) To the extent that it is not inconsistent with state or federal law, the City of Jersey City and any of its departments, instrumentalities or purchasing agents shall not enter into any agreement or otherwise contract to procure "professional services" as such term is defined at N.J.S.A. 40A:11-2(6) and used at N.J.S.A. 40A:11-5(1)(a)(i) and/or banking, insurance or other consulting service (hereinafter "Professional Services"), nor "extraordinary unspecified services" as such term is defined at N.J.S.A. 40A:11-2(7) and used at N.J.S.A. 40A:11-5(1)(a)(ii) and/or media, public relations, lobbying, parking garage management or other consulting and/or management service (hereinafter "Extraordinary Unspecified Services") from any Business Entity if such Business Entity has solicited or made any Contribution to (i) a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Jersey City or a holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Jersey City or Hudson County political committee or political party committee, or (iii) to any continuing political committee or political action committee that regularly engages in the support of Jersey City municipal or Hudson County elections and/or Jersey City municipal or Hudson County candidates, candidate committees, joint candidate committees, political committees, political parties, political party committees, (hereinafter "PAC"), in excess of the thresholds specified in subsection (c) within one calendar year immediately preceding the date of the contract or agreement.
- (f) No Business Entity who submits a proposal for, enters into negotiations for, or agrees to any contract or agreement with the City of Jersey City or any of its departments or instrumentalities, for the rendition of Professional Services or Extraordinary Unspecified Services shall knowingly solicit or make any Contribution, to (i) a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Jersey City, or a holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Jersey City or Hudson County political committee or political party committee, or (iii) any PAC between the time of first communication between that Business Entity and the municipality regarding a specific agreement for Professional Services or Extraordinary Unspecified Services, and the later of the termination of negotiations or rejection of any proposal, or the completion of the performance or specified time period of that contract or agreement.
- (g) The monetary thresholds of this Ordinance are: (i) a maximum of \$300 per calendar year each for any purpose to any candidate or candidate committee for mayor or governing body, or \$500 per calendar year to any joint candidates committee for mayor or governing body, or \$300 per calendar year to a political committee or political party committee of the City of Jersey City; (ii) \$500 maximum per calendar year to a Hudson County political committee or political party committee; and (iii) \$500 maximum per calendar year to any PAC. However, for each Business Entity party to a contract for Professional or Extraordinary Unspecified Services as defined in subparagraph (a), or engaged in negotiations for a contract defined in subparagraph (a), when such Business Entity's Contribution is aggregated with all "persons" defined in subparagraph (d)

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

of "Definitions" above, by virtue of their affiliation to that Business Entity party, a maximum of \$2,500 to all City of Jersey City candidates, candidate committees, joint candidate committees, and holders of public office having ultimate responsibility for the award of a contract, all City of Jersey City or Hudson County political committees and political party committees as described herein combined, without violating subsection (a) of this section.

- (h) For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contract shall be (i) the City of Jersey City Mayor or Governing body, if the contract requires approval or appropriation from the Mayor or Governing body, or (ii) the Mayor of the City of Jersey City, if the contract requires approval of the Mayor, or if a public officer who is responsible for the award of a contract is appointed by the Mayor.
- (i) Rules regarding subcontractors. No person may be awarded a subcontract to perform under a contract subject to this Ordinance, if the subcontractor would be disqualified by paragraph (a) from receiving the contract at the time that the subcontract is awarded. Nor may any person who would be disqualified by paragraph (a) from receiving the contract perform substantially all of obligations described in a contract for professional or extraordinary services that is subject to this ordinance.

SECTION 2 - CONTRIBUTIONS MADE PRIOR TO THE EFFECTIVE DATE

No Contribution or solicitation of contributions made prior to the effective date of this Ordinance shall be deemed to give rise to a violation of this Ordinance.

SECTION 3 - CONTRACT RENEWAL

No contract subject to this ordinance may be renewed, extended, or materially modified unless the resulting renewal, extension, or modification would be allowable under the provisions of this ordinance if it were an initial contract.

SECTION 4 - CONTRIBUTION STATEMENT BY BUSINESS ENTITY

- (j) Prior to awarding any contract or agreement to procure Professional Services" or Extraordinary Unspecified Services" from any Business Entity, the City of Jersey City or its purchasing agents and departments, as the case may be, shall receive a sworn statement from said Business Entity which is the intended recipient of said contract that he/she/it has not made a Contribution in violation of Section 1 of this Ordinance. The City of Jersey City, its purchasing agents and departments shall be responsible for informing the City Council that the aforementioned sworn statement has been received and that the Business Entity is not in violation of this ordinance, prior to awarding the contract or agreement.
- (k) A Business Entity shall have a continuing duty to report to the City of Jersey City any Contributions that constitute a violation of this act that are made during the negotiation, proposal process or the duration of a contract. The City of Jersey City, its purchasing agents and departments shall be responsible for informing the governing body within ten (10) business days after receipt of said report from the Business Entity, or at the next City Council meeting following receipt of said report from the Business Entity, or whichever comes first.
- (l) The certification required under this subsection shall be made prior to entry into the contract or agreement with the City of Jersey City, or prior to the provision of services or goods, as the case may be, and shall be in addition to any other certifications that may be required by any other provision of law.

SECTION 5 - RETURN OF EXCESS CONTRIBUTIONS

A Business Entity that is a party to a contract for Professional Services or Extraordinary Unspecified Services may cure a violation of Section 1 of this Ordinance, if, within 30 days after the date on which the applicable ELEC report is published, said Business Entity notifies the municipality in writing and seeks and receives reimbursement of the Contribution from the recipient of such Contribution.

SECTION 6 - EXEMPTIONS

The contribution limitations prior to entering into a contract in Section 1(a) do not apply to contracts which (i) are awarded to the lowest responsible bidder after public advertising for bids and bidding therefor within the meaning of N.J.S.A. 40A:11-4, or (ii) are awarded in the case of emergency under N.J.S.A. 40A:11-6. There is no exemption for contracts awarded pursuant to a "Fair and Open Process" under N.J.S.A. 19:44A-20 *et seq.*

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

SECTION 7 - PENALTY

- (m) It shall be a material breach of the terms of a City of Jersey City agreement or contract for Professional Services or Extraordinary Unspecified Services when a Business Entity that is a party to such agreement or contract has: (i) made or solicited a Contribution in violation of this Ordinance; (ii) knowingly concealed or misrepresented a Contribution given or received; (iii) made or solicited Contributions through intermediaries for the purpose of concealing or misrepresenting the source of the Contribution; (iv) made or solicited any Contribution on the condition or with the agreement that it will be re-contributed to a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Jersey City, or a holder of public office having ultimate responsibility for the award of a contract, or any Jersey City or Hudson County political committee or political party committee, or any PAC; (v) engaged or employed a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any Contribution, which if made or solicited by the professional Business Entity itself, would subject that entity to the restrictions of this Ordinance; (vi) funded contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engaged in any exchange of Contributions to circumvent the intent of this Ordinance; or (viii) directly or indirectly, through or by any other person or means, done any act which if done directly would subject that entity to the restrictions of this Ordinance.
- (n) Furthermore, any Business Entity that violates Section 7 (a) (i-viii) shall be disqualified from eligibility for future City of Jersey City contracts for a period of four (4) calendar years from the date of the violation.
- (o) Any person who knowingly, purposely, or recklessly violates any provision of this ordinance, or who conspires with another person to violate any provision of this ordinance, or who, with the purpose of promoting or facilitating a violation of this ordinance, solicits another person to commit it, or aids or agrees, or attempts to aid another person in planning or committing it, shall be subject to punishment including fines and/or imprisonment as fixed by law for violations of the ordinances of the City of Jersey City.

SECTION 8 - CITIZENS PRIVATE RIGHT OF ACTION

In addition to any rights that were heretofore available, or which may hereafter be available, to citizens, taxpayers, or associations, to challenge violations of this ordinance, every person aggrieved by a violation of the ordinance, or any taxpayer or resident of the City of Jersey City has the right, consistent with the Rules of Court, to file charges in a court of competent jurisdiction, and/or to pursue a civil action for a violation of this ordinance in a court of competent jurisdiction, and to seek and obtain declaratory, injunctive, or other legal or equitable relief, including but not limited to, attorneys fees and costs, arising from or related to a violation of this ordinance.

SECTION 9 - SEVERABILITY

If any provision of this Ordinance, or the application of any such provision to any person or circumstances, shall be held invalid, the remainder of this Ordinance to the extent it can be given effect, or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby, and to this extent the provisions of this Ordinance are severable. The drafters of this Ordinance, the persons signing the petition in support of this Ordinance, and the persons who cast votes in favor of the Ordinance, declare that they would have supported the Ordinance and each section, subsection, sentence, clause, phrase, or provision or application thereof, irrespective of the fact that any one or more other sections, subsections, sentences, clauses, phrases, or provisions or applications thereof may be held invalid.

COMMITTEE OF PETITIONERS pursuant to N.J.S.A. 40:69A-186

James Carroll, 44 Terrace, Jersey City, New Jersey 07307
Steven Fulop, 76 Essex Street, Jersey City, N.J. 07302
Daniel Levin, 228 ½ Third Street, Jersey City, NJ 07302
Aaron Morrill, 209 Washington Street, Jersey City, N.J. 07302
Shelly Skinner, 286 Pavonia, Jersey City, N.J. 07302

SECTION 10 - REPEALER

All ordinances or parts of ordinances which are inconsistent with any provisions of this Ordinance are hereby repealed as to the extent of such inconsistencies.

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

SECTION 11 - INDEXING

The monetary thresholds of "Definitions" Section (d) and Section 1(c) of this ordinance shall be increased effective March 1 of each calendar year by the percentage increase, in the prior calendar year, of the consumer price index for all urban consumers (CPI-U) for the New York-Northern New Jersey-Long Island region, rounded to the nearest \$10.00. The Clerk of the City of Jersey City shall, by no later than April 1 of each calendar year, prepare and publish the revised thresholds on the official municipal website and in an official municipal newspaper.

SECTION 12 - EFFECTIVE DATE

This Ordinance shall become effective twenty (20) days following the final adoption thereof by the Municipal Council of the City of Jersey City and shall be published as required by law.

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required
Not Required

Ordinance of the City of Jersey City, N.J.

ORDINANCE NO. 4.A. Ord. 08-128



TITLE:

4.A.

An ordinance establishing a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (Contractor Pay- to- Play Reform Ordinance)

INITIATED BY PETITION CERTIFIED AUGUST 20, 2008

RECORD OF COUNCIL VOTE ON INTRODUCTION											
									N/A		
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
SPINELLO				FULOP				FLOOD			
LIPSKI				RICHARDSON				VEGA, PRES.			

✓ Indicates Vote

JAMES F. WADDLETON BRET SCHUNDLER STEVE DAVISON TOM WILEN	AARON MORRILL RAYLIE VUNKEL TOM GIBBONS SHELLEY SKINNER	JAMES CARROLL SEBASTIAN BERNHEIM HEATHER TAYLOR DANIEL LEVIN
--------------------------------------------------------------------	------------------------------------------------------------------	-----------------------------------------------------------------------

N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
									SEP 03 2008 9-0		
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FULOP	✓			FLOOD	✓		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

✓ Indicates Vote

DAN FALCON ANTHONY MORELLI ANDREW HUBSCH MAHALEY BOWLES	YVONNE DALCER	
------------------------------------------------------------------	---------------	--

N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
SPINELLO				FULOP				FLOOD			
LIPSKI				RICHARDSON				VEGA, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF FINAL COUNCIL VOTE											
									SEP 03 2008 9-0		
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FULOP	✓			FLOOD	✓		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

✓ Indicates Vote

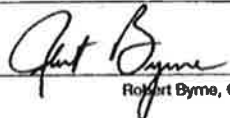
N.V.-Not Voting (Abstain)

Initiated by Petition Certified August 20, 2008


Adopted on second and final reading after hearing on

SEP 03 2008

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on SEP 03 2008


 Robert Byrne, City Clerk

APPROVED:


 Mariano Vega, Jr., Council President

Date: SEP 03 2008

APPROVED:


 Jeremiah T. Hooley, Mayor

Date SEP 05 2008
 Date to Mayor SEP 04 2008

*Amendment(s):

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Red Rabbit (name of business entity) has not made any reportable contributions in the ****one-year period preceding** _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Red Rabbit (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Red Rabbit

Signed [Signature] Title: CEO

Print Name Rhys Powell Date: 09/30/2021

Subscribed and sworn before me this 1st day of Oct, 2021. RHYS POWELL (Affiant)

My Commission expires: _____
Rhys Powell, CEO
(Print name & title of affiant) (Corporate Seal)

[Signature]
CHARMAINE RAPHAEL
JUDICIAL OFFICER STATE OF NEW YORK
NO. 01048217652
QUALIFIED IN THE COUNTY OF NEW YORK
COMMISSION EXPIRES FEBRUARY 16, 2022

****Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Steven Fulop 2021	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Saleh for Jersey City Council
Friends of Daniel Rivera	Solomon for Council 2021
Ridley for Council	Friends of Jermaine Robinson

Part II – Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Rhys Powell	260 W 121st, Apt A, New York, NY, 10027
Serious Change LLP	3555 Timmons Lane, Houston, TX, 77027
Mitchell D.Kapor trust dated 12/03/99	2148 Broadway, Oakland, CA, 94612

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Red Rabbit
 Signature of Affiant: [Signature] Title: CEO
 Printed Name of Affiant: Rhys Powell Date: 09/30/2021

Subscribed and sworn before me this 15th day of October 2021

My Commission expires:

[Signature]
 (Witnessed or attested by)

CHARMAINE RAPHAEL
 NOTARY PUBLIC STATE OF NEW YORK
 NO. 0111621659
 (Seal)
 QUALIFIED IN THE COUNTY OF NEW YORK
 EXPIRES 03/31/2022

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

“Local Unit Pay-To-Play Law” (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

“business entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~

**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

“The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM


Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit  
no later than 10 days prior to the award of the contract.**

## Part I – Vendor Information

|              |               |           |            |
|--------------|---------------|-----------|------------|
| Vendor Name: | Red Rabbit    |           |            |
| Address:     | 1751 Park Ave |           |            |
| City:        | New York      | State: NY | Zip: 10035 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

  
\_\_\_\_\_  
Signature

Rhys Powell  
\_\_\_\_\_  
Printed Name

CEO  
\_\_\_\_\_  
Title

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

| Contributor Name | Recipient Name | Date | Dollar Amount |
|------------------|----------------|------|---------------|
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Check here if the information is continued on subsequent page(s)



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** RED RABBIT LLC  
**Trade Name:**  
**Address:** 1751 PARK AVE  
NEW YORK, NY 10035  
**Certificate Number:** 1725293  
**Effective Date:** June 21, 2012  
**Date of Issuance:** September 20, 2021

**For Office Use Only:**  
**20210920161140450**

Certification 59393

### CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 - JUN - 2021 to 15 - JUN - 2024



RED RABBIT LLC  
1751 PARK AV  
NEW YORK

NY 10035

ELIZABETH MAHER MUOIO  
State Treasurer



**City of Jersey City  
Certification of No Conflict of Interest  
Competitive Contracting Evaluation:**

I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law or the School Ethics Act, as appropriate, and that I do not have a conflict of interest with respect to the evaluation of this proposal (these proposals). I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

Edward Cho

Print Name



Signature

9/21/2021

Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 *et seq* and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.



**City of Jersey City  
Certification of No Conflict of Interest  
Competitive Contracting Evaluation:**

I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law or the School Ethics Act, as appropriate, and that I do not have a conflict of interest with respect to the evaluation of this proposal (these proposals). I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

Offer Cohen

Print Name

Handwritten signature of Offer Cohen in blue ink.

Signature

9/21/2021

Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 *et seq* and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.





**City of Jersey City  
Certification of No Conflict of Interest  
Competitive Contracting Evaluation:**

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Michele KAMONICH-Egar  
Print Name

Michele KAMONICH-Egar 9/21/21  
Signature Date

Note: The Local Government Ethics Law is N.J.S.A. 40A:9-22.1 *et seq* and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.

## **1. SECTION 1: GENERAL INFORMATION & SUMMARY**

### **1.1. Organization(s) Requesting Proposals**

City of Jersey City  
280 Grove Street  
Jersey City, NJ 07302

### **1.2. Contact Person**

Raquel Y. Tosado, Director of Purchasing  
Department of Administration  
Division of Purchasing  
280 Grove Street, LL #108h  
Jersey City, NJ 07302  
(201) 547-5156

### **1.3. Purpose**

The City of Jersey City (City) is accepting proposals from Respondents to provide and deliver unitized hot meals and cold box meals for its Congregate Senior Lunch Nutrition Program. The Program is directly managed by the Jersey City Department of Health & Human Services, Division of Food & Nutrition. The contract will be for an initial term of one (1) year with options for the City to renew the contract for two (2) additional one (1) year periods. All Respondents must provide clear, detailed written information when responding to all aspects of the Request for Proposals (RFP), and include evidence of insurance, copies of certifications, credentials, licenses, and any other documents requested within this RFP.

### **1.4. Procurement Process and Timeline**

This contract will be awarded using the competitive contracting provision of the Local Public Contracts Law (N.J.S.A. 40A:11 4.1 et seq.) which is considered a fair and open process under the "New Jersey Local Unit Pay-to-Play" Law, N.J.S.A. 19:44A-20.4 et seq.

Proposals will be evaluated in accordance with the criteria set forth in this RFP. The governing body of the City will approve a resolution awarding a contract for the Program.

The RFP process commences with the issuance of this RFP. The steps involved in the process and the anticipated completion dates are set forth in the Procurement Schedule below. The City reserves the right to, among other things, amend, modify or alter the Procurement Schedule upon notice to all Respondents.