

1. **GENERAL INFORMATION**

The City of Jersey City, Office of Risk Management, is soliciting a request for proposals from occupational medical service organizations (MSO) to provide occupational medical services for City employees as a result of on the job injuries. The City's workforce consists of approximately 800 police officers, 500 fire fighters and 1500 civilian employees. To date we average 350 workers' compensation claims per year.

To be considered, ten copies of a proposal must be received by John Kelly , Business Administrator, 280 Grove St, Jersey City, New Jersey 07302 by 4:00 P.M. , December 7 2010. The City of Jersey City reserves the right to reject any or all proposals submitted. Proposals submitted will be evaluated by the Risk Manager and the members of the City's Insurance Fund Commission. They will then make a recommendation to the City Council for the award of the contract.

During the evaluation process, the City of Jersey City reserves the right, where it may serve the City of Jersey City's best interest, to request additional information or clarifications regarding proposals, or to allow corrections of minor errors or omissions.

The MSO's proposal is prepared at its own cost and expense. The City will not pay for any of the costs or expenses associated with the preparation or submission of a proposal.

2. **TERM AND TERMINATION OF AGREEMENT**

- A) The agreement shall be executed within 30 days after the award of contract by the City Council.
- B) The services shall be provided for one year starting January 1, 2011 and ending December 31, 2011
- C) The MSO must include a fee proposal for treating employees under their care if the contract is canceled or not renewed.
- D) The agreement may be terminated with or without cause at any time during the term hereof by either party upon sixty (60) days written notice by the terminating party to the non-terminating party.

3. **AWARD OF CONTRACT**

The proposed fee, while considered important, will not be the sole consideration in the selection of a MSO. The City desires to have a quality occupational medical service, and what the MSO has to offer, to achieve this objective, will be closely examined. A physician that has extensive experience in occupational medicine must be employed or contracted by the MSO.

The following are factors, along with others, that will be used in the evaluation of a successful respondent:

- A. Proven experience in treatment of occupational injuries and illnesses
- B. Prior experience in a municipal setting
- C. Level of fees
- D. Nature, quality and timeliness of reports
- E. Resumes of those responsible/accountable for servicing the contract.
- F. References from New Jersey clients serviced by your organization
- G. Evidence of adequate general liability and medical malpractice insurance and workers compensation insurance
- H. Ability to provide required administrative services
- I. Computerized data management system
- J. The financial stability of the company, its owners and principles
- K. Prior experience with the City of Jersey City

4. **CAUSES FOR REJECTION**

This Request for Proposals ("RFP") constitutes an invitation to submit a proposal to the City. The City reserves the right in protection of the best interests of the City to waive any technical error, to reject any or all of the proposals, or any part thereof, for any reason whatsoever.

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

- A) Level of fees
- B) If MSO does not own/lease sufficient or satisfactory equipment to perform required work
- C) If MSO does not have a primary care facility in Jersey City
- D) Inadequate staffing
- E) All facilities are not accessible to the handicapped
- F) Inability to provide required administrative services.
- G) Inability to provide required computerized management system.
- H) MSO is found to be unqualified.

- I) Failure to include necessary required information
- J) Prior experience with the City of Jersey City that the City deems to have been negative.

Required Information consists of:

- 1) Last two company audited financial annual reports
- 2) Financial statements of company owners/principles
- 3) Resumes of those responsible for servicing the contract.
- 4) References from NJ clients serviced by your organization.
- 5) Evidence of adequate general liability, medical malpractice and workers' compensation insurance.
- 6) Certificate of Incorporation (if applicable)
- 7) Copy of license(s) issued by the State of New Jersey authorizing MSO to do business in New Jersey.
- 8) New Jersey Business Registration Certificate
- 9) Mandatory Affirmative Action Certification (see appendix A)
- 10) Proposers must submit with proposals a Certification of Compliance with the City's Contractor Pay-to-Play reform Ordinance 08-128 adopted on September 8, 2008 (blank certification is attached)

5. **INTERPRETATIONS OF SPECIFICATIONS**

All questions regarding this request for proposal should be directed to the City's Risk Manager between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday at (201) 547-5034.

6. **PROPOSAL REQUIREMENTS**

MSO is required to submit a proposal based on an annual flat fee. This fee should include primary and specialist care, as well as any diagnostic services and lab work. MSO must be specific in describing the services that are provided under a flat fee arrangement as well as what services will not be included. You must also include a flat annual fee for up to two years as the City has the option of renewing the agreement for an two additional one year periods.

MSO is required to keep a complete database on the City's activities, This database will include the names of employees treated, dates of visits and corresponding fees that would have been charged under a fee for service arrangement. The corresponding fees will be agreed upon between the MSO and the City prior to execution of the agreement. This information will be used solely as an informational tool for the City in its analysis of its workers' compensation program. This database must be made available to the City at anytime and the actual form of the database will be determined jointly by the MSO and the City. All data systems and storage must be HIPAA compliant.

7. **BUSINESS AND BACKGROUND INFORMATION**

- A) Provide the background on your company including financial, identification of the parent company, services, organization and company goals.
- B) A copy of the company's Annual Report including auditor's report including financial statements of owners/principles.
- C) Provide the following information regarding your company's organization:
 - 1) Include an organizational chart
 - 2) A brief biography of those involved in the management of the company.
- D) Resumes and CV of those responsible for providing treatment.
- E) Evidence of experience, capability and financial responsibility for services major accounts for workers' compensation medical services.
- F) A referral list of at least two (3) clients currently using your services shall be provided and two (2) former clients.
- G) Indicate type of business organization it is, e.g. corporation , partnership, sole proprietorship, non profit, etc...

8. **SERVICES TO BE PROVIDED**

The services sought are emergency, primary care, specialist care and diagnostic services. For the purpose of this proposal, the following definitions apply:

Emergency Care - when a employee reports to the MSO with a non-life threatening injury, the employee must be accepted at the facility without an appointment. These injuries will include but not limited to strains, sprains, contusions, abrasions, lacerations, fractures, smoke inhalation, etc.

Primary Care - includes the treatment of injured employees during the duration of their disability. The primary care physician will make recommendations concerning the treatment and work status of the employee. The primary care physician will also act as the center point of all reports and recommendations for the specialists.

Specialist Care - when a primary care physician determines that an injured employee requires the consultation or treatment by a specialist then the specialist services should

include but should not be limited to orthopedic, neurological, pulmonary, psychological therapy, ENT and surgery (general, orthopedic, arthroscopic and neurology). The City reserves the right to reject any specialists submitted with the proposal. A letter from each listed specialist must accompany the proposal acknowledging their participation in the program.

Diagnostic - diagnostic services (excluding MRI) should include but not be limited to x-ray, PFT, EKG, EEG, EMG, Cat-Scan, blood testing, urine testing . PFT, EKG, blood and urine testing must be available at the primary care location. The MSO may provide the other services at a facility other than the primary care facility.

You are expected to comply with the following criteria, you may add services you think are important. However, if you are not able to provide some of these services you must provide an alternative and explain how it is comparable.

The MSO's primary care facility must be located in Jersey City and free parking must be available to City employees. The facility must be handicapped accessible and be in compliance with the Americans with Disability Act (ADA). When a City employee is injured on the job, he/she will report to the MSO. The hours of services of the MSO must be 8:00 a.m. to 5:00 p.m. Monday - Friday. A physician must be available during these hours (on call primary care physicians to cover these hours will not be acceptable). When an injured employee reports to the MSO he/she will be examined by a primary care physician. The employee will remain under the care of this physician during the period of treatment (continuity of care is an important aspect of this program). When the primary care physician examines the injured employee, the physician must determine the diagnosis and work status of the employee.

Primary care physicians must have privileges at JC Medical Center and Christ Hospital . If the MSO's primary care physicians do not have privileges in these hospitals, then you must explain how the MSO will cover these hospitals and facilitate admissions.

After the initial visit, the MSO must submit a status report to the Office of Risk Management by noon the next business day, handwritten reports are acceptable if a typed copy is provided within 48 hours. The form of these status reports will be determined prior to execution of the agreement to provide services. Full narrative reports on any employee who will be out of work more than seven days must be submitted within seven business days to the Office of Risk

Management . The MSO must immediately report to the Office of Risk Management if an employee has been ordered off duty.

The emphasis of this program will be on quality medical care for our employees with a goal of returning them to work as soon as they are physically capable.

9. **COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY/ AFFIRMATIVE ACTION PLAN**

- (A) If the Agreement exceeds \$36,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Equal Employment Opportunity and Affirmative Action provisions).
- (B) This Agreement shall not become effective and MSO shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity and Affirmative Action provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full, required regulatory text (Exhibit A and additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).
- (C) MSO 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:
 - 1) A photo copy of a valid letter that the MSO is operating under an existing Federally approved or sanctioned affirmative action programs (good for one year from the date of the letter); or
 - 2) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
 - 3) A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

10. **COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT OF 1990**

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. MSO are required to read Americans with Disabilities language that is included as Appendix A of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

11. **PROOF OF BUSINESS REGISTRATION**

N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration with the bid proposal or prior to the award of the contract. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. 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:

- a) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- b) 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 was used;
- c) 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) 292-1730.

12. Proposers must submit with proposals a Certification of Compliance with the City's Contractor Pay-to-Play reform Ordinance 08-128 adopted on September 8, 2008 (blank certification is attached)

13. **INSURANCE**

For any insurance required by this agreement, a certified copy of each of the policies or a certificate or certificates of such insurance shall be delivered to the City of Jersey City within ten days after written notification of the award of the

contract. Each certificate of such insurance shall contain as an additional insured, the City of Jersey City. Each insurance policy shall contain the provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving thirty days notice to the City.

Insurance requirements are as follows:

Comprehensive, General Liability in the amount of \$2,000,000

Medical Malpractice-Professional Services in the amount of \$2,000,000

Workers Compensation in the State of New Jersey statutory amount.

14. **COMPLIANCE WITH LAWS, REGULATIONS AND RULES**

It shall be the responsibility of the MSO to comply with any and all local, state, and federal laws, rules and regulations including but not limited to N.J.A.C. 13:35-6.16. Failure to comply with such regulations will be grounds for cancellation of the contract.

15. **TIME REQUIREMENTS**

A) **Proposal Calendar**

The following is a list of key dates up to and including the date proposals are due to be submitted.

Request for proposals Issued November 24, 2010

Due date for Proposals December 7, 2010

B) **Notification and Contract Dates**

Award of Contract December 15, 2010

Services to Commence January 1, 2011

15. **MANAGEMENT REPORTS**

A) Include sample copies of reports, both standard and optional.

B) Describe any alternative report capability.

16. **RECORDS, REPORTS AND INSPECTIONS**

- A) The MSO shall maintain records for each employee in accordance with professional standards. Records shall include the date of each visit, the diagnosis, treatment and any other vital and pertinent data deemed by the treating physician to be necessary for the proper treatment and care of the employee. Records pertaining to the employee's treatment shall be made available when requested by the employee and those authorized to inspect such records.
- B) Ownership of such records shall remain at all times with the MSO, provided that the MSO shall upon request of the City (during the term of the agreement) and for a period of six years following the termination, provide the City and the employee, with a true copy thereof or a clear, legible photocopy.
- C) In the event of termination of the agreement, the City shall have the right to require all records to be deposited in a public warehouse, or such other place as may be designated by the City, at the expense of the City.
- D) The MSO shall provide a cumulative report at the termination of the agreement, containing a yearly summary description of the service provided including the date and reason for such services.
- E) The MSO must provide to the City monthly reports on the activity of the MSO for services provided to the City. These reports should include the employee's name, social security number, the physicians who treated the employee, dates of all visits, diagnostic services received by the employee, diagnosis and discharge summary.
- F) All records and reports required to be prepared and maintained by the MSO shall be maintained and made available as herein required during the term of the agreement and for a period of six (6) years following the termination of the agreement.

17. **CLIENT SERVICE**

- A) Identify services which will be available to the Office of Risk Management personnel.
- B) Identify key personnel who will be assigned on an ongoing basis as contacts for the Office of Risk Management.

18. **CITY'S CLAIMS HISTORY**

The following is the number of workers' compensation claims filed by employees of the City of Jersey City for the last three years.

| <u>YEAR</u> | <u># OF CLAIMS</u> |
|-------------|--------------------|
| 2007 | 330 |
| 2008 | 254 |
| 2009 | 313 |

All reports pertaining to the above periods are located at the Office of Risk management, 280 Grove Street, Jersey City. Any MSO interested in reviewing these records may contact the Office of Risk Management at (201)547-5034 for an appointment.

19. **PAYMENT SCHEDULE**

The flat annual fee will be paid to the MSO by the City in twelve (12) equal monthly installments. The fee will be paid on the 1st of every month. The City will receive a thirty (30) day grace period for each monthly payment not paid by the 1st of every month. The 1st payment is due on February 1, 2011.

20. **MISCELLANEOUS**

- A) Any notice, consent or other communication required by, or to be given pursuant to the agreement shall be in writing and shall be delivered if mailed to the intended recipient by certified mail, return receipt requested, postage paid.
- B) If any of the provisions of this Agreement are contrary to any law or regulation the parties shall by agreement have the right to modify and restructure the provisions thereof in whole or in part such that the covered employee will be able to obtain substantially all of the benefits provided for herein or the parties by agreement shall have the right to declare this Agreement null and void, in which case, the MSO shall thereafter be relieved of all obligations hereunder.
- C) This agreement is made in the State of New Jersey under, and subject to its laws. The laws of New Jersey shall govern and be used for the interpretation, construction and enforcement of this Agreement.
- D) In the event of any dispute among the parties hereto with respect to construction of this agreement, such disputes shall be settled by arbitration in New Jersey in accordance with the rules of the American

Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction therein.

- E) The MSO's physicians and technicians will be required to cooperate with the City's Corporation Counsel, or any other party designated by the City's Corporation Counsel, in the defense of workers' compensation claims. The cooperation will include but not limited to submission and certification of records, testimony at depositions and/or workers' compensation court.

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

Jeana F. Abuan
Affirmative Action Officer, Public Agency Compliance Officer
Department of Administration
Office of Equal Opportunity/Affirmative action
280 Grove Street Room-103
Jersey City NJ 07302
Tel. #201-547- 4533
Fax# 201-547-5088
E-mail Address: abuanJ@jcnj.org

EXHIBIT A

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status,

affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

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

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

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

Representative's Name/Title (Print): _____

Representative's Signature: _____

Name of Company: _____

Tel. No.: _____ Date: _____

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

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

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

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

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

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

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

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

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

Business Name : _____
Address : _____
Telephone No. : _____
Contact Name : _____

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

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

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

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

Business Name : _____

Address : _____

Telephone No. : _____

Contact Name : _____

Please check applicable category :

_____ Minority Owned Business (MBE)

_____ Minority & Woman Owned
Business (MWBE)

_____ Woman Owned business (WBE)

_____ Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

P.L. 2004, c. 57 (N.J.S.A. 52:32-44)
MANDATORY BUSINESS REGISTRATION LANGUAGE

Non Construction Contracts

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-4, which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-2).

“New Jersey Business Registration Requirements”

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

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

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

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

**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR**

TAXPAYER NAME: TAX REG TEST ACCOUNT

TAX REGISTRATION TEST ACCOUNT

TAXPAYER IDENTIFICATION: 879-087-9820/00

ADDRESS: 847 ROEBLING AVE
TRENTON, NJ 08611

ISSUANCE DATE: 09/14/04

John S. Tully

This Certificate is NOT negotiable or transferable. It must be kept in the possession of the taxpayer.

**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE
TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

Sample Letter of Federally Approved Affirmative Action Plan

U.S. Department of Labor

Employment Standards Administration
Office of Federal Contract
Compliance Program



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

February 27, 19__

Reply to the attention of:

President

Dear

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

We found no apparent deficiencies or violations of Executive Order 11246, as amended, section 503 of the Rehabilitation Act of 1973 or of 41 USC 2012 (the Vietnam Era Veterans' Readjustment Assistance Act). Accordingly, your establishment is deemed to be in compliance with these laws based on the material reviewed.

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

Sincerely,

Area Office Director

STATE OF NEW JERSEY
Division of Public Contracts Equal Employment Opportunity Compliance

EMPLOYEE INFORMATION REPORT

IMPORTANT - READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTIONS, ITEM 11.

SECTION A - COMPANY IDENTIFICATION

| | | |
|--|---|---|
| 1. FED. NO. OR SOCIAL SECURITY | 2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER | 3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY |
| 4. COMPANY NAME | | |
| 5. STREET | CITY | COUNTY |
| | STATE | ZIP CODE |
| 6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) | | |
| | CITY | STATE |
| | | ZIP CODE |
| 7. CHECK ONE IS THE COMPANY: <input type="checkbox"/> SINGLE ESTABLISHMENT EMPLOYEE <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYEE | | |
| 8. IF MULTI-ESTABLISHMENT EMPLOYEE STATE THE NUMBER OF ESTABLISHMENTS IN NJ | | |
| 9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT | | |
| 10. PUBLIC AGENCY AWARDED CONTRACT | | |
| | CITY | COUNTY |
| | STATE | ZIP CODE |

| | | | |
|--------------------------|----------------------|-------------------|--------------------------------------|
| Official Use Only | DATE RECEIVED | ISSUE DATE | ASSIGNED CERTIFICATION NUMBER |
| | | | |

SECTION B - EMPLOYMENT DATA

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

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

| | | |
|---|---|--|
| 12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED: <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify) | 14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/> | 13. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR |
| 11. DATES OF PAYROLL PERIOD USED From: _____ To: _____ | | |

SECTION C - SIGNATURE AND IDENTIFICATION

| | | | |
|--|------------------|---------------|--|
| 16. NAME OF PERSON COMPLETING FORM (Name or Type) | SIGNATURE | TITLE | DATE MO. DAY YEAR |
| 17. ADDRESS NO. & STREET | CITY | COUNTY | STATE |
| | | | ZIP CODE |
| | | | PHONE (AREA CODE, NO., EXTENSION) |

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

WHITE - DIV. OF PUBLIC CONTRACTS EEO; CANARY - DIR. OF PUBLIC CONTRACTS EEO DP; PINK - PUBLIC AGENCY; GOLD - VENDOR

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

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

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

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

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

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

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

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

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

ITEM 8 - If "Multi-establishment" was entered in item 7, enter the number of establishments within the State of New Jersey.

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

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

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

Racial/Ethnic Groups will be defined:

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

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

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

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

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

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

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

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

ITEM 15 - If the answer to item 14 is "No", enter the date when the last Employee Information Report was submitted by this company.

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

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

TYPE OR PRINT IN SHARP BALL POINT PEN

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

NJ Department of the Treasury

Division of Public Contracts

Equal Employment Opportunity Compliance

P.O. Box 206

Trenton, New Jersey 08625-0206

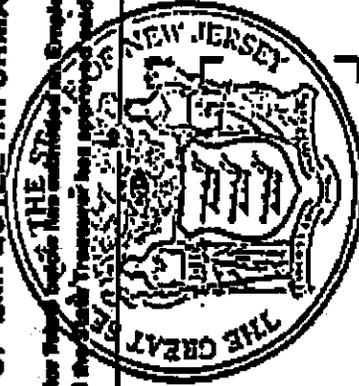
Telephone No. (609) 252-6473

Sample Certificate of Employee Information Report

VOID

Certification _____
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor has been notified by the State Treasurer of the Employee Information Report pursuant to N.J.A.C. 17:27-5.1 of 1999, and the State Treasurer has approved said report. This approval will remain in effect for the period of _____



State Treasurer

VOID



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
Division of Public Contract Equal Employment Opportunity Compliance

DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

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

SECTION A - COMPANY IDENTIFICATION

| | | | |
|--------------------------------|-------------------------------------|------|-------|
| FEDERAL SOCIAL SECURITY NUMBER | ADDRESS (CERTIFICATE ACTION NUMBER) | CITY | STATE |
| | | | |

| | | | |
|------|--------|-------|----------|
| CITY | COUNTY | STATE | ZIP CODE |
| | | | |

| | |
|---|--|
| <input type="checkbox"/> FEDERAL GOVERNMENT <input type="checkbox"/> STATE GOVERNMENT <input type="checkbox"/> COUNTY GOVERNMENT <input type="checkbox"/> LOCAL GOVERNMENT <input type="checkbox"/> OTHER | NAME OF FEDERAL AGENCY, STATE AGENCY, COUNTY AGENCY, LOCAL AGENCY, OR OTHER ORGANIZATION |
|---|--|

| | | | |
|--|---------|------|-------|
| NAME OF FEDERAL AGENCY, STATE AGENCY, COUNTY AGENCY, LOCAL AGENCY, OR OTHER ORGANIZATION | ADDRESS | CITY | STATE |
| | | | |

| | | | |
|---|---------|------|-------|
| FEDERAL SOCIAL SECURITY NUMBER OF THE PERSON FOR WHOM THIS DUPLICATE CERTIFICATE IS BEING REQUESTED | | | |
| NAME OF THE PERSON | ADDRESS | CITY | STATE |
| | | | |

NOTE 1 - This form is to be completed by the person for whom the duplicate certificate is being requested. It should be filled out by the person for whom the duplicate certificate is being requested. It should be filled out by the person for whom the duplicate certificate is being requested.

NOTE 2 - This form is to be completed by the person for whom the duplicate certificate is being requested. It should be filled out by the person for whom the duplicate certificate is being requested. It should be filled out by the person for whom the duplicate certificate is being requested.

NOTE 3 - This form is to be completed by the person for whom the duplicate certificate is being requested. It should be filled out by the person for whom the duplicate certificate is being requested. It should be filled out by the person for whom the duplicate certificate is being requested.

NOTE 4 - This form is to be completed by the person for whom the duplicate certificate is being requested. It should be filled out by the person for whom the duplicate certificate is being requested. It should be filled out by the person for whom the duplicate certificate is being requested.

NOTE 5 - This form is to be completed by the person for whom the duplicate certificate is being requested. It should be filled out by the person for whom the duplicate certificate is being requested. It should be filled out by the person for whom the duplicate certificate is being requested.

REMIT A COPY OF THIS REQUEST FOR THE PERSON'S OWN FILE AND FORWARD ONE COPY WITH A CHECK OR MONEY ORDER FOR \$75.00 (Non-Refundable) TO THE ADDRESS OF THE DIVISION OF PUBLIC CONTRACT EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE.

TO: Department of the Treasury
 Division of Public Contract Equal Employment Opportunity Compliance
 2001E
 P.O. Box 2001
 Trenton, New Jersey 08646-0201 Telephone No. (609) 292-7074

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE.

**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 _____ (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 _____ (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: _____

Signed _____ Title: _____

Print Name _____ Date: _____

Subscribed and sworn before me
this ____ day of _____, 2____. _____ (Affiant)

My Commission expires: _____
(Print name & title of affiant) (Corporate Seal)

****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.**

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,

- (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)

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.*

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 W. 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.

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: 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 TO OPEN PUBLIC HEARING | | | | 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 AARON MORRILL JAMES CARROLL N.V.-Not Voting (Abstain)
 BRET SCHUNDLER KAYLIE VUNKEL SEBASTIAN BERNHEIM
 STEVE DAVIDSON TOM GIBBONS HEATHER TAYLOR
 TOM WILEN SHELLEY SKINNER DANIEL LEVIN

| 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 YVONNE BALCER N.V.-Not Voting (Abstain)
 ANTHONY MORELLI
 ANDREW HUDSCH
 MAHALEY DEWLES

| 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 | | | | | | | | | | | |
|------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| 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. | ✓ | | |

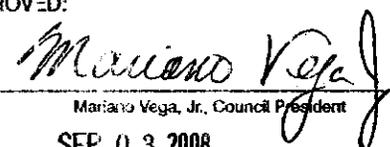
✓ Indicates Vote
 N.V.-Not Voting (Abstain)

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

*Amendment(s):

APPROVED:

 Jeremiah T. Healy, Mayor
 Date: SEP 05 2008
 Date to Mayor: SEP 04 2008