



**CITY OF JERSEY CITY  
REQUEST FOR PROPOSALS:**

**EMPLOYEE MEDICAL SERVICES:  
TO CONDUCT MEDICAL EXAMINATIONS  
OF CIVILIAN AND UNIFORMED EMPLOYEES  
AND APPLICANTS FOR EMPLOYMENT**

**SUBMISSION DEADLINE:**

**11:00 A.M.**

**November 13, 2008**

**ADDRESS ALL PROPOSALS TO:**

**Larry Ross**

**Personnel Director**

**280 Grove Street**

**Room 103**

**Jersey City, NJ 07302**

**CITY OF JERSEY CITY, NJ**  
**DEPARTMENT:** Administration  
**PURPOSE:** Medical Services

**REQUEST FOR PROPOSAL**  
**DIVISION:** Personnel  
**DUE DATE:** 11/13/2008

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

### **1.1 Organization Requesting Proposal**

City of Jersey City - Department of Administration/Division of Personnel  
280 Grove St.  
Jersey City, NJ 07302

### **1.2 Contact Person**

Larry Ross  
Personnel Director  
Department of Administration/Division of Personnel  
280 Grove St.  
Jersey City, NJ 07302  
(201) 547-5700  
[LarryR@jcnj.org](mailto:LarryR@jcnj.org)

### **1.3 Procurement Process**

This contract will be awarded as a professional services agreement using the "fair and open" process under the "New Jersey Local Unit Pay-to-Play" Law, N.J.S.A. 19:44A-20.4 *et seq.*

Note that the successful vendor is required to complete a Political Contribution Disclosure Form pursuant to City Ordinance 08-128 certifying that vendor will make no reportable contributions during the term of the contract.

The City Council will vote to approve a resolution awarding a contract to the contractor for a sum not to exceed a specified amount.

### **1.4 Contract Form**

If selected to provide services, it is agreed and understood that the successful Respondent shall be bound by the requirements and terms contained in this RFP with regard to services performed, payments, indemnification, insurance, termination, and applicable licensing provisions.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the City arising out of, or by reason of, the work done and materials furnished under this Contract.

### **1.5 Informational meeting**

There will not be an informational meeting for this RFP process.

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**1.6 Submission deadline**

Proposals must be submitted to, and be received by the Department of Administration/Division of Personnel, via mail or hand delivery, by 11:00 a.m. prevailing time on November 13, 2008 . Proposals will not be accepted by facsimile transmission or e-mail.

**1.7 Opening of proposals**

Proposals shall be opened in public at 11:00 a.m. prevailing time on November 13, 2008 in the Division of Personnel Conference Room, located at 280 Grove Street, Room 103, Jersey City, NJ.

**1.8 Definitions**

The following definitions shall apply to and are used in this Request for Proposal (RFP):

"City" - refers to the City of Jersey City.

"RFP" - refers to this Request for Proposals, including any amendments thereof or supplements thereto.

"Respondent" or "Respondents" - refers to the interested persons and/or firm(s) that submit a Proposal.

"Consultant" or "Consultants" - refers to the interested persons and/or firm(s) that submit a Proposal.

"Vendor" or "Vendors" - refers to the interested persons and/or firm(s) that submit a Proposal.

**1.9 Submission address**

All proposals should be sent to:

**Larry Ross**  
**Personnel Director**  
**280 Grove Street**  
**Room 103**  
**Jersey City, NJ 07302**

**SECTION 2: INTRODUCTION AND GENERAL INFORMATION**

**2.1 Introduction and Purpose**

The City of Jersey City is seeking proposals from a qualified doctor or medical staff of doctors for services as described herein.

**2.2 Fair and Open Process**

This contract will be awarded as a professional services agreement using the "fair and open" process under the "New Jersey Local Unit Pay-to-Play" Law, N.J.S.A. 19:44A-20.4 et seq.

The City has structured a procurement process that seeks to obtain the desired services, while establishing a competitive environment to assure that each person and/or firm is provided an equal opportunity to submit a proposal in response to the RFP. Proposals will be evaluated in accordance with the criteria set forth in Section 6 of this RFP, which will be applied in the same manner to each proposal received.

**2.3 Evaluation Committee**

Proposals will be reviewed and evaluated by the City's Business Administrator and Assistant Business Administrator. The proposals will be reviewed to determine if the Respondent has met the professional, administrative, and subject areas described in this RFP.

**2.4 Procurement Schedule**

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 potential Respondents.

<b>Activity</b>	<b>Date</b>
1. Issuance of Request for Proposals	Oct 27, 2008
2. Receipt of Proposals	Nov 13, 2008
3. Completion of evaluation of Proposals	Nov 19, 2008
4. Award of contract	Nov 25, 2008

**2.5 Addenda or Amendments to RFP**

During the period provided for the preparation of responses to the RFP, the City may issue addenda, amendments or answers to written inquiries. Those addenda will be noticed by the City and will constitute a part of the RFP. All responses to the RFP shall be prepared with full consideration of the addenda issued prior to the Proposal submission date.

All communications concerning this RFP or the RFP process shall be directed to the City's contact person, in writing, via fax, or via e-mail. Responses to all questions will be forwarded as addenda to all prospective respondents who have provided contact information. It is the prospective vendor's responsibility to provide accurate contact information.

Subsequent to issuance of this RFP, the City (through the issuance of addenda to all persons and/or firms that have received a copy of the RFP) may modify, supplement or amend the provisions of this RFP in order to respond to inquiries received from prospective Respondents or as otherwise deemed necessary or appropriate by (and in the sole judgment of) the City.

## **2.6 Rights of the City**

The City reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFP and the procurement process in accordance with the provisions of applicable law:

- To conduct investigations of any or all of the Respondents, as the City deems necessary or convenient, to clarify the information provided as part of the Proposal and to request additional information to support the information included in any Proposal.
- To suspend or terminate the procurement process described in this RFP at any time (in its sole discretion.) If terminated, the City may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

## **2.7 Cost of Proposal Preparation**

Each Proposal and all information required to be submitted pursuant to the RFP shall be prepared at the sole cost and expense of the Respondent. There shall be no claims whatsoever against the City, its officers, officials or employees for reimbursement for the payment of costs or expenses incurred in the preparation of the Proposal or other information required by the RFP.

## **2.8 Proposal evaluation**

Proposals will be evaluated by the City's Business Administrator and Personnel Director, based on the specific criteria detailed in Section 6.

## **2.9 Written Proposal**

Prospective vendors must submit a written proposal in a format specified by the City. The required format is detailed in Section 3.

## **2.10 Oral presentation**

There will be no oral presentation for this project.

### **2.11 Additional requirements**

Consultant is required to comply with requirements of P.L. 1975, c. 127, the Law Against Discrimination and with N.J.A.C 17:27-1.1 et seq, the Affirmative Action Rules.

A party responding to this RFP must indicate what type of business organization it is e.g., corporation, partnership, sole proprietorship, or non-profit organization. If a party is a subsidiary or direct or indirect affiliate of any other organization , it must indicate in its proposal the name of the related organization and the relationship. If a party responding to this RFP is a corporation it shall list the names of those stockholders holding 10% or more of the outstanding stock.

Section 7 of this document describes general terms and conditions. Section 8 of this document contains required administrative forms which must accompany all proposals. Exclusion of any required form is grounds for rejection of proposals.

### **2.12 Disposition of RFP**

Upon submission of a Proposal in response to this RFP, the Respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its Proposal:

- All Proposals shall become the property of the City and will not be returned.
- All Proposals will become public information at the appropriate time, as determined by the City (in the exercise of its sole discretion) in accordance with law.

### **2.13 City of Jersey City “Pay to Play” Ordinance**

On September 3, 2008, the City Council adopted Ordinance 08-128 which places stricter requirements on the issuance of “fair and open” contracts than does the State “Pay-to-Play” law. Specifically, it prohibits political contributions in excess of certain thresholds during the life of a contract awarded pursuant to a “fair and open” process and requires vendors to complete a certification of compliance. A copy of the ordinance and the certification are included in this document.

**SECTION 3: WRITTEN PROPOSAL FORMAT**

Proposals must address all information requested in this RFP. Proposals which in the judgment of the City fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected. The Respondent shall, as part of its Proposal, provide the following information:

**3.1 Qualifications**

- a. An executive summary (not to exceed two (2) pages) of the information contained in all the other parts of the Proposal.
- b. An executed Letter of Qualification. (Sample letter in Section 8)
- c. Name, address and telephone number of the Respondent submitting a Proposal pursuant to this RFP, and the name of the key contact person.
- d. A description of the business organization (i.e., corporation, partnership, joint venture, etc.) of each Respondent, its ownership and its organizational structure.
  - (1) Provide the names and business addresses of all Principals of the Respondent submitting the Proposal. For purposes of this RFP, "Principals" means persons possessing an ownership interest in the Respondent. If the Respondent is a corporation, "Principals" shall include each investor who has any operational control over the Respondent, and every stockholder having an ownership interest of 10% or more in the firm. (Sample form in Section 8)
  - (2) If a Respondent is a partially owned or a fully-owned subsidiary of another firm, identify the parent company and describe the nature and extent of the parents' approval rights over the activities of the Respondent submitting a Proposal. Describe the approval process.
  - (3) If the Respondent is a partnership or a joint venture or similar organization, provide comparable information as required in (2) above for each member of the partnership, joint venture or similar organization.
  - (4) A statement that the Respondent has complied with all applicable affirmative action (or similar) requirements with respect to its business activities, together with evidence of such compliance. (Sample forms in Section 8)

- e. The number of years Respondent has been in practice under the present name.
- f. The number of years Respondent has been under the current management.
- g. Any judgments within the last three (3) years in which Respondent has been adjudicated liable for professional malpractice. If yes, please explain.
- h. Whether the Respondent is now or has been involved in any bankruptcy or re-organization proceedings in the last ten (10) years. If yes, please explain.
- i. Confirm appropriate federal and state licenses to perform activities.
- j. An executed letter of intent. (Sample letter in Section 8)

**3.2 Professional Information**

- a. Respondent shall submit a description of its overall experience in providing the type of services sought in the RFP. At a minimum, the following information on past experience should be included as appropriate to the RFP:
  - 1. Description and scope of work by Respondent.
  - 2. Name, address and contact information of references.
  - 3. Explanation of perceived relevance of the experience to the RFP.
- b. Brief description of Respondent's relevant clients including municipal government clients during the last three (3) years.
- c. Resumes of key employees.
- d. Names and resumes of physicians who will be assigned to provide services to the City if the City awards a contract to Respondent.
- e. List all immediate relatives of Principal(s) of Respondent who are City employees or elected officials of the City. For purposes of the above, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild and in-laws.

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- f. A listing of all other engagements where services of the types being proposed were provided in the past five (5) years. This should include other municipal governments and other levels of government. Contact information for the recipients of the similar services must be provided. The City may obtain references from any of the parties listed.

#### **SECTION 4: SCOPE OF SERVICES**

The Department of Administration/Personnel Division of the City of Jersey City is seeking a doctor or assigned medical staff of doctors to perform medical services outlined in the attachment.

##### **4.1 General**

The City of Jersey City is seeking a doctor or assigned medical staff of doctors to perform the following:

- Pre-employment Physicals- civilians and members of uniformed services
- Annual Physicals- members of uniformed services
- Hazardous Waste Material (Haz-Mat) Physicals-members of uniformed services
- OSHA Respirator Medical Evaluations- members of uniformed fire services
- Bicycle Physical- members of uniformed police services
- Return to Work after Sickness Physicals- civilian and members uniformed services
- Test Relative to Disability Pension Applications-civilian and members uniformed services
- Certification of Illness in cases of illness in suspected abuse of sick/injury leave cases

A brief description of the scope of services to be performed in the aforementioned categories follows.

##### **4.2 Pre-employment Physicals**

A. Pre-employment Civilian Employees (130 -150 per year):

1. Review of medical history
2. Clinical examination
3. Blood Count
4. Routine urinalysis for sugar & kidney function
5. E.K.G. (Only for applicants over 45yrs. of age)
6. Chest X-Ray- only if warranted by physician and approved by Personnel Division
7. Rubella-only for Public Health Nurse Applicants
8. Mantoux-PPD only for Public Health Nurse applicants
9. Drug Screening

B. Pre-employment Uniformed Employees- Police & Fire (100 - 200 per year):

1. Review medical history
2. Clinical examination
3. Blood Count
4. Routine Urinalysis for sugar & kidney function
5. E.K.G.
6. Chest X-Ray
7. SMA 6 (Liver & general if necessary)
8. Blood Serum Triglycerides
9. Cardiac Stress Test
10. Test for Venereal Disease
11. Two step PPD (Tuberculin Test)
12. Pulmonary Function Test
13. Drug Screening Test- (Alcohol & Substance Abuse)

**4.3 Annual Physical-Uniformed Police & Fire**

Anticipate between 10-50 per year:

1. Review medical history
2. Clinical examination
3. Blood Count
4. Routine Urinalysis for sugar & kidney function
5. E.K.G.
6. Chest X-Ray
7. SMA 6 (Liver & general if necessary)
8. Test for Venereal Disease
9. Two step PPD (Tuberculin Test)
10. Pulmonary Function Test

**4.4 Hazardous Waste Material (Haz-Mat) Baseline Physical - Uniformed Police & Fire**

Anticipate between 100-175 per year:

1. Physical Examination including history
2. Laboratory Studies (CBC & urinalysis)
3. Electrocardiogram
4. Pulmonary Function Test (with Pulmonologist interpretation)
5. Audiometric Test (Industrial hearing test)
6. Chest X-Ray (written interpretation)

**4.5 OSHA Respirator Medical Evaluation-Uniformed Fire**

Anticipate between 10-50 per year:

1. Employee reading and interpretation of the Respirator Medical Evaluation Questionnaire
2. Employee physical examination
3. Employee pulmonary function test \*
4. Employee X-Ray \*
5. Employee E.K.G \*

\* Shall denote that such test will be provided if necessary and authorized by the Personnel Director

**4.6 Bicycle Physical for Uniformed Police Officers**

Anticipate between 5-10 per year:

1. Employee basic physical examination
2. Pulmonary function test

**4.7 \_\_\_Return to Work After Sickness Physical -Civilian & Uniform**

Anticipate between 700-800 per year (mostly uniformed Police & Fire). Examine employee with respect to illness to ascertain employee's fitness to return to work

**4.8 Tests- Disability Pension Applications**

Anticipate between 1-10 per year. Perform test designated by the Division of Personnel and evaluate results of tests.

**4.9 Certification of Illness (abuse sick/injury leave)**

Anticipate between 5-10 per year. Examine employee and render an objective opinion **in writing** to the Personnel Division as to legitimacy of an employee's illness.

**4.10 Other Requirements**

**A.** Availability for the assigned work are required as follows:

1. Pre-employment Physicals/Annual Physicals Civilian & Uniformed (Monday-Friday)- 8:30 AM -5:00PM and on Saturday from 8:30-12:00PM).  
If Saturday examinations are required, the City will notify the vendor at least one week in advance.
2. Tests for Disability Pension Applications-(Monday-Friday) 8:30AM-5:00PM).
3. Return to Work after Sickness Physical- Monday-Sunday (24 hrs).
4. Certification of Illness- (Monday-Sunday) - (24hrs).

**B.** Assigned work to be performed within the following time frame:

1. Pre-employment Physical/Annual Physical-within two (2) working days of notice by phone or facsimile. In instances where the City seeks to schedule more than forty (40) physicals a week, five (5) working day's notice will be given.
2. Return to Work-on date of notice by phone or facsimile with a maximum of two (2) hour lead time given by the Division of Personnel.
3. Tests for Disability Pension Applications- within five (5) working days of call.
4. Certification of Illness- on date of notice by phone with a maximum of two (2) hour lead time given by the Personnel Division.

**C.** Results of all assigned work will be given to the Division of Personnel and/or person designated by the Director of Personnel via phone or facsimile on the following work day and in writing (copy of physicals, opinion, etc.) within four (4) working days.

**D.** Vendor agrees that examining physicians shall, if requested, make themselves available and shall testify in legal proceedings as to results of their examinations. The City shall pay the vendor a fee to be negotiated with vendor for this service.

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- E.** Billing will be done on a monthly basis itemized (pre-employment, return to work, annual etc.) and properly substantiated. Billing will be addressed to the City of Jersey City, Division of Personnel, 280 Grove Street, Jersey City, N.J. 07302.
- F.** Vendor will provide the City with the names and resumes of any physician who will be examining employees under this contract. The Division of Personnel may request that a physician no longer be assigned to examinations.
- G.** Free parking will be provided to City employees to be utilized while being examined, either in a facility owed by the vendor or via a reimbursement/validation process. The parking lot will be in close proximity to the medical facility.
- H.** Vendor will maintain offices in Jersey City.

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**SECTION 5: PROPOSAL SUBMISSION REQUIREMENTS**

To be responsive, Proposals must provide all requested information, and must be in strict conformance with the instructions set forth herein. Proposals and all related information must be bound, and signed and acknowledged by the Respondent.

**5.1 Number of copies**

One original copy with authorized signatures.

**5.2 Proposal media**

Proposals forwarded by facsimile or e-mail will not be accepted.

**5.3 Proposal format**

To facilitate a timely and comprehensive evaluation of all submitted proposals, it is essential that all Vendors adhere to the required response format. The City of Jersey City requires a standard format for all proposals submitted to ensure that clear, concise and complete statements are available from each Vendor in response to requirements. The required format is detailed in Section 3.

The City of Jersey City is not under any obligation to search for clarification through additional or unformatted information submitted as a supplement to the formatted response. Where a proposal contains conflicting information, the City of Jersey City at its option may either request clarification or may consider the information unresponsive.

**5.4 Proposal length**

The exact presentation and layout format of proposals is up to the discretion of the Vendor.

**5.5 Submission deadline**

Proposals must be received by the City no later than 11:00 a.m. prevailing time on November 13, 2008, and must be mailed or hand-delivered.

**SECTION 6: PROPOSAL EVALUATION**

The City's objective in soliciting Proposals is to enable it to select a Respondent that will provide high quality and cost effective services to the citizens of Jersey City. The City will consider Proposals only from Respondents that, in the City's sole judgment, have demonstrated the capability and willingness to provide high quality services to the citizens of the City in the manner described in this RFP.

**6.1 Evaluation methodology**

Proposals will be evaluated by the Business Administrator and Personnel Director to select a Respondent that will provide high quality and cost effective services to the citizens of Jersey City. The City will consider Proposals only from Respondents that, in the City's sole judgment, have demonstrated the capability and willingness to provide high quality services to the citizens of the City in the manner described in this RFP.

Proposals will be evaluated by the City on the basis of which is the most advantageous, price and other factors considered. The evaluation will consider:

- a. Experience and reputation in the field; and
- b. Price proposal; and
- c. Availability to accommodate the required scheduling of the City; and
- d. Other factors demonstrated to be in the best interest of the City.

Each Proposal must satisfy the objectives and requirements detailed in this RFP.

The City will select the most advantageous Proposals based on all of the evaluation factors set forth in this RFP. The City will make the award(s) that is in the best interest of the City.

Each Proposal must satisfy the objectives and requirements detailed in this RFP. Successful Respondents shall be determined by an evaluation of the total content of the Proposal submitted. The City reserves the right to:

- a. Not select any of the Proposals;
- b. Award a contract for the requested services at any time within the qualification period.

Every Proposal should be valid through this time period.

The City shall not be obligated to explain the results of the evaluation process to any Respondent.

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**6.2 Contract award**

A contract will be awarded as a professional services agreement, as defined by the Local Public Contracts Law, N.J.S.A 40A:11-5 (1) (a) (ii), pursuant to the "fair and open" provisions of the "New Jersey Local Unit Pay-to-Play" Law, N.J.S.A. 19:44A-20.4 *et seq.*

The Municipal Council will vote to accept the proposal of a Consultant within 60 days of the receipt of proposals, except that the proposals of any Consultants who consent thereto, may, at the request of the City, be held for consideration for such longer period as may be agreed.

**SECTION 7: GENERAL TERMS AND CONDITIONS**

The following are general terms and conditions which may or may not be explained elsewhere in this RFP.

**7.1 City's right to reject**

The City reserves the right to reject any or all proposals, if necessary, or to waive any informalities in the proposals, and, unless otherwise specified by the Respondent, to accept any item, items or services in the Proposal should it be deemed in the best interest of the City.

**7.2 Original/Authorized signatures**

Each proposal and all required forms must be signed in ink by a person authorized to do so.

**7.3 Delivery of proposals**

Proposals may be hand delivered or mailed consistent with the provisions of the legal notice to Respondents. In the case of mailed proposals, the City assumes no responsibility for proposals received after the designated date and time and will return late proposals unopened. Proposals will not be accepted by facsimile or e-mail.

**7.4 Affirmative Action requirements**

Consultants are required to comply with the provisions of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 et seq. No firm may be issued a contract unless it complies with these affirmative action provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language for Goods, Professional Services and General Service Contracts, Exhibit A summarizes the full required regulatory text.

Goods and Services (including professional services) consultants/contractors 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:

- a. A photo copy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action programs (good for one year from the date of the letter); or
- b. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- c. A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C 17:27-4.

The consultant's attention is also called to Section 8 of this document which contains the required information and forms. For information on AA/EEO requirements and forms only, please contact:

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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](mailto:abuanJ@jcnj.org)

**7.5 Business Registration Certificate**

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 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).

Consultants are required to comply with the requirements of P.L. 2004, c. 57 (Chapter 57) which include submitting a copy of their Business Registration Certificate (BRC), issued by the NJ Department of the Treasury.

For more information on obtaining a BRC, see Section 8.

**7.6 Clarification of RFP**

Should any difference arise as to the meaning or intent of this RFP, the City's Business Administrator's decision shall be final and conclusive.

**7.7 Indemnification**

The Vendor, if awarded the contract, agrees to protect, defend and save harmless the City against damage for payment for the use of any patented material process, article or devise that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and further agrees to indemnify and save harmless the City from suits or actions of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by any party or parties by, or from, any of the acts of the contractor, its servants or agents.

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**7.8 Insurance requirements**

The consultant shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General and Automobile Liability, and shall be subject to approval for adequacy of protection. Certificates of such insurance shall be provided the City when required. Insurance requirements are as follows:

- Comprehensive General Liability in the amount of \$2,000,000
- Workers Compensation in the statutory amount of \$100,000
- Automobile Liability in the amount of \$1,000,000
- Professional Liability in the amount of \$1,000,000

**7.9 Termination**

Should a dispute arise, and if, after a good faith effort at resolution, the dispute is not resolved, either party may terminate the contract by providing 30 days written notice to the other party, Regardless, the City reserves the right to cancel the contract by providing 30 days written notice to the consultant.

**SECTION 8: REQUIRED ADMINISTRATIVE FORMS**

**Please place the checklist and the required forms which follow at the front of your proposal to facilitate Purchasing’s review.**

**CITY OF JERSEY CITY**

**PROJECT:**            Medical Services for Municipal Employees

**RESPONDENT:**        \_\_\_\_\_

**RESPONDENT’S CHECKLIST**

<b>Item</b>	<b>Respondent Initials</b>	<b>Purchasing Review</b>
A. Non-Collusion Affidavit properly notarized		
B. Public Disclosure Statement		
C. Mandatory Affirmative Action Language		
D. Americans with Disabilities Act		
E. MWBE Questionnaire		
F. Affirmative Action Compliance Notice		
G. Employee Information Report		
H. Business Registration Certificate		
I. Letter of Qualification		
J. Letter of Intent		
K. Price Proposal		
L. Certification of Compliance (Ord 08-128)		
M. Original signature(s) on all required forms.		

**NON COLLUSION AFFIDAVIT**  
STATE OF NEW JERSEY  
CITY OF JERSEY CITY ss:

I certify that I am \_\_\_\_\_

of the firm of \_\_\_\_\_

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A.52: 34-25)

(Signature of respondent) \_\_\_\_\_

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY \_\_\_\_\_ OF 20 \_\_\_\_\_

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20 .

**(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).**

**PUBLIC DISCLOSURE INFORMATION**

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

**STOCKHOLDERS:**

Name	Address	% owned

SIGNATURE : \_\_\_\_\_

TITLE: \_\_\_\_\_

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY \_\_\_\_\_ OF 20 \_\_\_\_\_

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20 .

**(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action 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 or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)**

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 applicable 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27** .

**The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:**

**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 his/her 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:** \_\_\_\_\_

**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.

**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability (continued)**

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 proposal.

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Please check applicable category :

\_\_\_\_\_ Minority Owned

\_\_\_\_\_ Minority & Woman Owned

\_\_\_\_\_ Woman Owned

\_\_\_\_\_ Neither

**Definition of 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.

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS  
(INCLUDING PROFESSIONAL SERVICES)**

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

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

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

OR

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

OR

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

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

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

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

The undersigned vendor further understands that his/her 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.

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT  
NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_.

**AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)**

Vendor must submit one of the following 3 documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (submitted to NJ State Dept of Treasury)

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 38 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 Progress sincerely appreciated the cooperation and courtesies extended by you and your staff during the conduct of the compliance review.

Sincerely,

Area Office Director

Certification \_\_\_\_\_

**VOID**

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

This is to certify that the contractor ~~\_\_\_\_\_~~ 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 \_\_\_\_\_.

**VOID**



State Treasurer

## **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 may delay issuance of your certificate.

**If you have a current certificate of employee information report, do not complete this form. Send copy of current certificate to the public agency. 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 predominant 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 8, 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.

**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 Phillipine 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 15 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 copy for the vendor's own files. The vendor is to submit a copy to the public agency awarding the

contract and forward a copy to:

**NJ Department of the Treasury**  
**Division of Contract Compliance & Equal Employment Opportunity**  
**P.O. Box 209**  
**Trenton, New Jersey 08625-0209 Telephone No. (609) 292-5475**

Form: [http://nj.gov/treasury/contract\\_compliance/pdf/aa302.pdf](http://nj.gov/treasury/contract_compliance/pdf/aa302.pdf)

Instructions: [http://nj.gov/treasury/contract\\_compliance/pdf/aa302ins.pdf](http://nj.gov/treasury/contract_compliance/pdf/aa302ins.pdf)

Note that the sample form shown on the following page is for illustrative purposes only and should not be submitted. Use the state website links above to obtain the actual form. If you need further information on AA/EEO forms and/or requirements, please contact:

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@cnj.org](mailto:abuanJ@cnj.org)

**STATE OF NEW JERSEY**  
Division of Contract Compliance & Equal Employment Opportunity

**EMPLOYEE INFORMATION REPORT**

For instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa302ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf)

**SECTION A - COMPANY IDENTIFICATION**

1. FID. 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 EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, 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		
Official Use Only	DATE RECEIVED	INAUG. 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. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1 TOTAL (Cols 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****					
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	
Officials/Managers														
Professionals														
Technicians														
Sales Workers														
Office & Clerical														
Craftworkers (Skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
TOTAL														
Total employment From previous Report (If any)														
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													

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"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO.   DAY   YEAR
13. DATES OF PAYROLL PERIOD USED From: _____ To: _____		

**SECTION C - SIGNATURE AND IDENTIFICATION**

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

**BUSINESS REGISTRATION LANGUAGE AND SAMPLE BRC**

Refer to <http://www.state.nj.us/treasury/revenue/busregcert.htm>

**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. 52:32-44 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 of 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

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 358  
TRENTON, NJ 08646-0358

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT  
TAXPAYER IDENTIFICATION#: 970-097-382/500  
ADDRESS: 842 ROEBLING AVE  
TRENTON NJ 08611  
EFFECTIVE DATE: 01/01/01  
FORM-BRC(08-01)

TRADE NAME: CLIENT REGISTRATION  
SEQUENCE NUMBER: 0107130  
ISSUANCE DATE: 07/14/04

Signature: J.P. S. Tully

This Certificate is NOT assignable or transferrable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT  
Trade Name:  
Address: 847 ROEBLING AVE  
TRENTON, NJ 08611  
Certificate Number: 1095907  
Date of Issuance: October 14, 2004

For Office Use Only:  
20041014112823533

**LETTER OF QUALIFICATION**

**Note: To be typed on Respondent's Letterhead.  
No Modifications may be made to this letter.**

**[insert date]**

Attn: Larry Ross  
Personnel Director  
Jersey City Department of Administration  
City Hall  
280 Grove Street  
Jersey City, New Jersey 07302

Dear Mr. Ross:

The undersigned have reviewed the Proposal submitted in response to the Request for Proposals (RFP) issued by the City of Jersey City (City), dated October 27, 2008, in connection with the City's need for **[insert services]**.

We affirm that the contents of our Proposal (which Proposal is incorporated herein by reference) are accurate, factual and complete to the best of our knowledge and belief and that the Proposal is submitted in good faith upon express understanding that any false statement may result in the disqualification of **(Name of Respondent)**.

(Respondent shall sign and complete the spaces provided below. If a joint venture, appropriate officers of each company shall sign.)

(Signature of Chief  
Executive Officer

Financial Officer

(Signature of Chief

(Typed Name and Title

(Typed Name and Title

(Typed Name of Firm)\*

(Typed Name of Firm) \*

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\*If joint venture, partnership or other formal organization is submitting a Proposal, each participant shall execute this Letter of Qualification.

**LETTER OF INTENT**

**(Note: To be typed on Respondent's Letterhead. No Modifications may be made letter.**

**b15**

**[insert date]**

Attn: Larry Ross  
Personnel Director  
Jersey City Department of Administration  
City Hall  
280 Grove Street  
Jersey City, New Jersey 07302

Dear Mr. Ross:

The undersigned as Respondent, has (have) submitted the attached Proposal in response to a Request for Proposals (RFP), issued by the City of Jersey City (City), dated October 27, 2008, in connection with the City's need for **[insert services]**.

**Name of Respondent HEREBY STATES**

1. The Proposal contains accurate, factual and complete information.
2. **Name of Respondent** agrees (agree) to participate in good faith in the procurement process as described in the RFQ and to adhere to the City's procurement schedule.
3. **Name of Respondent** acknowledges (acknowledge) that all costs incurred by it (them) in connection with the preparation and submission of the Proposal and any proposal prepared and submitted in response to the RFP, or any negotiation which results therefrom shall be borne exclusively by the Respondent.
4. **Name of Respondent** hereby declares (declare) that the only persons participating in this Proposal as Principals are named herein and that no person other than those herein mentioned has any participation in this Proposal or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the City. **(Name of Respondent)** declares that this Proposal is made without connection with any other person, firm or parties who has submitted a Proposal, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.
6. **Name of Respondent** acknowledges and agrees that the City may modify, amend, suspend and/or terminate the procurement process (in its sole judgment). In any case, the City shall not have any liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this RFP.
7. **Name of Respondent** acknowledges that any contract executed with respect to the provision of **[insert services]** must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws.

(Respondent shall sign and complete the space provided below. If a joint venture, appropriate officers of each company shall sign.)

(Signature of Chief Executive Officer)

\_\_\_\_\_ (Typed name and Title)

Dated: \_\_\_\_\_

\_\_\_\_\_ (Typed name of Firm)

\* If a joint venture, partnership or other formal organization is submitting a Proposal, each participant shall execute this Letter of Intent.

# PRICE PROPOSAL

Please submit a unit price schedule for each of the following:

<b>Procedure</b>	<b>Unit price</b>
Pre-employment Physical-Civilian No EKG, Chest X-Ray or Rubella	_____
Pre-employment Physical-Uniformed Police & Fire	_____
Annual Physical-Uniformed Police & Fire (Not to include Cardiac Stress Test & Blood Serum Triglycerides Uric Acid)	_____
Haz-Mat-Uniformed Police Fire	_____
OSHA Respirator Medical Evaluation Questionnaire Reading & Interpretation- Uniform Fire (includes no. 1)	_____
OSHA Respirator Medical Examination Uniformed Fire (includes no. 2 only)	_____
OSHA Pulmonary Function Test (includes no. 3 only)	_____
Bicycle Physical Uniformed Police	_____
EKG	_____
Chest X-Ray	_____
Rubella	_____
Mantoux	_____
Return to Work (examination of sick/injured employees)	_____
Certification of Illness (suspected abuse of sick/injury leave)	_____
Hepatitis	_____
Urine & Drug Screening	_____
Flu Shots	_____
Audiology Test	_____
Random Drug Testing	_____

**PRICE PROPOSAL - CONTINUED**

In space provided below, list any additional days or hours in excess of the minimum requirements listed that your facility is available (or write "None"):

Prepared by:

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Print name

---

Title

---

Signature

---

Date

**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,

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. 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 to 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 <span style="float: right;">N/A</span>											
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** **RAYLIE VUNKEL** **SEBASTIAN BERNHEIM**  
**STEVE DAVIDSON** **TOM GIBBONS** **HEATHER TAYLOR**  
**TOM WILEN** **SHELLEY SKINNER** **DANIEL LEVIN**

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING <span style="float: right;">SEP 03 2008 9-0</span>											
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 HUBSCH**  
**MAHALEY BOWLES**

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)

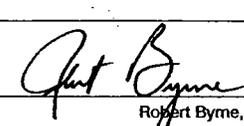
RECORD OF FINAL COUNCIL VOTE <span style="float: right;">SEP 03 2008 9-0</span>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FULOP	✓			FLOOD	✓		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

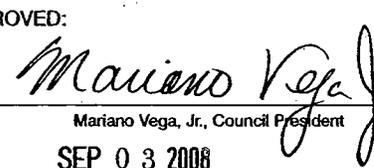
✓ Indicates Vote N.V.-Not Voting (Abstain)

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

\*Amendment(s):