

CITY OF JERSEY CITY

REQUEST FOR PROPOSALS

Prescription Benefit Management Services

SUBMISSION DEADLINE

3:00 P.M.

May 28, 2009

ADDRESS ALL PROPOSALS TO:

**Peter Folgado
Purchasing Agent
1 Journal Square
Jersey City, NJ 07306
Office Tel: 201-547-4896
Fax: 201-547-6586**

INTRODUCTION

The City of Jersey City, NJ (“The City”) is requesting proposals from Pharmacy Benefits Managers (“PBMs”) on its existing Prescription Drug Plan for its employees and retirees. The current plan is administered by Express Scripts Inc. (ESI)

In order to enable you to prepare a formal proposal we have included the following information:

- 1) General Information
- 2) Instructions to Proposers
- 3) Claims Experience and Employee Demographics
- 4) Plan Design
- 5) Frenkel Benefits Questionnaire
- 6) Jersey City Terms and Conditions and Questionnaire
- 7) General Terms and Conditions

Please note that while there may be redundancies between the two questionnaires, this is due to the City’s requirement to adhere to New Jersey State procurement laws. If a question has been answered previously in the Frenkel questionnaire, simply reference your previous answer.

1) GENERAL INFORMATION

Contract Holder: City of Jersey City
280 Grove Street
Jersey City, NJ 07302

Type of Organization: Municipality

Proposed Effective Date: July 1, 2009

Insurance Broker: Frenkel Benefits, LLC

Proposal Due Date: May 28, 2009 at 3:00 p.m.

Proposal Requirements: An original and two (2) hard copies of your proposal must be delivered by the due date to:

**Peter Folgado
Purchasing Agent
1 Journal Square
Jersey City, NJ 07306
Office Tel: 201-547-4896
Fax: 201-547-6586**

All questions about this proposal should be directed to Peter Folgado no later than seven (7) calendar days prior to the proposal due date. Questions must be mailed, e-mailed, or faxed. No phone calls are permitted. Answers to all questions will be posted to the City's website at <http://jerseycitynj.gov/pub-contracts.aspx> so that all prospective respondents may see them.

GLOSSARY

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

- "City"** - refers to the City of Jersey City.
- "Proposal"** - refers to the complete responses to this RFP submitted by the Proposers.
- "Qualified Proposer"** - refers to those Proposers who (in the sole judgment of the City) have satisfied the qualification criteria set forth in this RFP.
- "RFP"** - refers to this Request for Proposals, including any amendments thereof or supplements thereto.

“Proposer” or
“Proposers” - refers to the interested persons that submit a Proposal.

1.2. Procurement Process and Schedule.

The selection of a Qualified Proposer is subject to 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 results described above, while establishing a competitive process to assure that each person 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(6) of this RFP, which will be applied in the same manner to each Proposal received.

Proposals will be reviewed and evaluated by the City. Proposals will be reviewed to determine if the Proposer has met the minimum professional, administrative and financial areas described in this RFP. Based upon the totality of the information contained in the Proposal, including information about the reputation and experience of each Proposer, the City will determine which Proposer is qualified (professionally, administratively and financially) to provide the services.

Proposals must be submitted to, and be received by the City’s Purchasing Division via mail or hand delivery, by **3:00 p.m. prevailing time on May 20, 2008**. Proposals will not be accepted by facsimile transmission or e-mail.

Subsequent to issuance of this RFP, the City (through the issuance of addenda to all persons 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 Proposers or as otherwise deemed necessary or appropriate by the City.

TABLE 1

ANTICIPATED PROCUREMENT SCHEDULE

	ACTIVITY	DATE
1.	Issuance of Request for Proposals	May 14, 2009
2.	Receipt of Proposals	May 28, 2009
3.	Completion of Evaluation of Proposal	June 5, 2009
4.	Anticipated Award of Contract	June 17, 2009

1.3 Conditions Applicable to RFP.

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

1. All costs incurred by the Proposer in connection with responding to this RFP shall be borne solely by the Proposer.
2. The City reserves the right (in its sole judgment) to reject for any reason any and all responses and components thereof and to eliminate any and all Proposers responding to this RFP from further consideration for this procurement
3. The City reserves the right (in its sole judgment) to reject any Proposer that submits incomplete responses to this RFP or a Proposal that is not responsive to the requirements of this RFP.
4. The City reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP, or otherwise request additional information.
5. All Proposals shall become the property of the City and will not be returned.
6. All Proposals will be made available to the public at the appropriate time, as determined by the City (in the exercise of its sole discretion) in accordance with law.
7. The City may request Proposers to appear before the City for interviews.
8. Any and all Proposals not received by the City by 3:00 p.m. prevailing time on May 28, 2009 will be rejected.
9. Neither the City, nor its officers, officials or employees shall be liable for any claims or damages resulting from the solicitation or preparation of the Proposal, nor will there be any reimbursement to Proposers for the cost of preparing and submitting a Proposal or for participating in this procurement process.

1.4. Rights of 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:

1. To determine that any Proposal received complies or fails to comply with the terms of this RFP.
2. To supplement, amend or otherwise modify the RFP through issuance of addenda to all prospective Proposers who have received a copy of this RFP.
3. To waive any technical non-conformance with the terms of this RFP.
4. To change or alter the schedule for any events called for in this RFP upon the issuance of notice to all prospective Proposers who have received a copy of this RFP.
5. To conduct investigations of any or all of the Proposers, 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.
6. 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 Proposers.
7. The Board shall be under no obligation to complete all or any portion of the procurement process described in this RFP.

1.5 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.

1.6 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 Proposer. 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.

1.7 Proposal Format.

Proposals must cover 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.

SECTION 2

INSTRUCTIONS TO PROPOSERS

2.1 Submission of Proposals.

Proposers must submit an original and two (2) copies of their Proposals to the Designated Contact Person.

Proposals must be received by the City's Purchasing Agent, Mr. Peter Folgado no later than 3:00 p.m.. prevailing time on May 28, 2009, and must be mailed or hand-delivered. Proposals forwarded by facsimile or e-mail will not be accepted.

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 Proposer.

SECTION 3

3) CLAIMS EXPERIENCE AND EMPLOYEE DEMOGRAPHICS

Active Cost and Enrollment Exhibits

Month	Contracts	# Rx	Cost	+	Fee	-	Costs	=	Cost	per Contract	per Rx
Jan-08	2,821	5,603	\$615,864.47		\$7,598.40		\$47,297.33		\$576,165.54	\$204.24	\$102.83
Feb-08	2,815	5,338	\$577,605.67		\$6,861.20		\$44,466.75		\$540,000.12	\$191.83	\$101.16
Mar-08	2,831	5,652	\$665,392.88		\$7,179.10		\$46,142.39		\$626,429.59	\$221.28	\$110.83
Apr-08	2,853	5,174	\$632,956.31		\$6,550.10		\$43,209.48		\$596,296.93	\$209.01	\$115.25
May-08	2,853	5,554	\$680,806.28		\$7,131.55		\$48,400.69		\$639,537.14	\$224.16	\$115.15
Jun-08	2,858	5,215	\$647,605.30		\$6,528.40		\$42,913.60		\$611,220.10	\$213.86	\$117.20
Jul-08	2,850	5,054	\$656,985.96		\$6,424.45		\$42,184.52		\$621,225.89	\$217.97	\$122.92
Aug-08	2,847	4,749	\$634,399.75		\$5,983.90		\$39,294.86		\$601,088.79	\$211.13	\$126.57
Sep-08	2,859	5,256	\$673,166.16		\$6,612.45		\$43,705.94		\$636,072.67	\$222.48	\$121.02
Oct-08	2,860	5,357	\$695,144.89		\$6,801.10		\$44,661.19		\$657,284.80	\$229.82	\$122.70
Nov-08	2,860	4,989	\$630,523.40		\$6,262.60		\$40,702.33		\$596,083.67	\$208.42	\$119.48
Dec-08	2,849	5,702	\$724,073.91		\$7,258.25		\$45,535.88		\$685,796.28	\$240.71	\$120.27
Jan-09	2,846	5,647	\$727,215.25		\$7,176.80		\$45,450.09		\$688,941.96	\$242.07	\$122.00
Feb-09	2,834	5,486	\$710,777.22		\$7,055.55		\$44,332.80		\$673,499.97	\$237.65	\$122.77

Jersey City--Actives			
Description	01/08 - 12/08	01/07 - 12/07	% Change
Avg Members per Month	6,212	6,210	0.0%
Number of Unique Utilizers	4,848	4,883	-0.7%
Total Plan Cost	\$7,392,800	\$7,579,011	-2.5%
Total Rx	63,713	69,354	-8.1%
Average Member Age	33.5	33.5	
Plan Cost PMPM	\$99.17	\$101.70	-2.5%
Plan Cost per Rx	\$116.03	\$109.28	6.2%
Nbr Rx PMPM	0.85	0.93	-8.2%
Generic Fill Rate	50.9%	44.4%	14.6%
Home Delivery Utilization	13.9%	9.2%	50.9%
Member Cost Share	6.7%	6.3%	6.3%
Specialty Percent of Plan Cost	14.1%	17.5%	-19.4%
Formulary Compliance Rate	83.4%	78.2%	6.7%

GOVERNMENT - LOCAL GOVERNMENT		
	01/08 - 12/08	% Change
	40.8	
	\$95.43	1.8%
	\$85.88	3.8%
	1.11	-1.8%
	60.4%	8.0%
	16.0%	4.5%
	13.9%	-0.7%
	10.0%	10.9%
	90.6%	3.5%

DESCRIPTION	ALL DRUGS			NON-SPECIALTY			SPECIALTY		
Avg Members per Month	6,212	6,212	6,212						
Number of Unique Utilizers	4,848	4,845	137						
Total Plan Cost	\$7,392,800	\$6,348,834	\$1,043,966						
Total Rx	63,713	62,918	795						
Plan Cost PMPM	\$99.17	\$85.16	\$14.00						
Plan Cost per Rx	\$116.03	\$100.91	\$1,313.16						
PMPM Trend	-2.5%	1.5%	-21.4%						
Member Cost Share	6.7%	7.6%	0.9%						

BoB SPECIALTY	
	\$9.55
	\$1,882.32
	13.0%
	1.3%

BoB = Express Scripts Book of Business GOVERNMENT - LOCAL GOVERNMENT MARKET

Active Cost and Enrollment Exhibits (Cont.)

01/08 - 12/08														01/07 - 12/07					% Change
Rank	BoB Rank	Indication	Rxe	Patients	Ing Cost	Generic Fill Rate	Ing Cost / PMPM	Rank	Rxe	Patients	Generic Fill Rate	Ing Cost / PMPM	Ing Cost / PMPM						
1	1	HIGH BLOOD CHOLESTEROL	3,381	786	\$630,148	14%	\$8.45	2	3,773	770	11%	\$8.10	4.4%						
2	4	ULCER DISEASE	2,312	690	\$564,440	15%	\$7.57	3	2,616	691	6%	\$7.48	1.2%						
3	2	HIGH BLOOD PRESS/HEART DISEASE	5,827	916	\$541,952	54%	\$7.27	4	6,279	885	38%	\$7.34	-0.9%						
4	3	DIABETES	3,064	360	\$478,066	34%	\$6.41	5	3,604	411	28%	\$6.03	6.3%						
5	6	ASTHMA	2,796	808	\$437,168	19%	\$5.86	6	3,185	835	19%	\$5.53	6.0%						
6	14	VIRAL INFECTIONS	781	267	\$430,332	11%	\$5.77	8	737	202	6%	\$4.99	15.6%						
7	10	INFECTIONS	7,461	3,221	\$370,519	81%	\$4.97	7	7,563	3,280	77%	\$5.07	-2.0%						
8	11	PAIN	3,944	1,217	\$331,149	83%	\$4.44	9	3,778	1,226	82%	\$4.00	10.9%						
9	43	GROWTH DEFICIENCY	259	36	\$329,734	0%	\$4.42	1	614	102	0%	\$9.16	-51.7%						
10	8	INFLAMMATORY CONDITIONS	256	43	\$310,008	9%	\$4.16	11	267	51	9%	\$3.22	29.1%						
Totals:			30,081		\$4,423,516		\$59.34		32,416			\$60.92	-2.6%						
Difference Between Periods:			-2,335		-\$116,572		-\$1.59												

BoB = Express Scripts Book of Business GOVERNMENT MARKET SEGMENT

01/08 - 12/08										01/07 - 12/07				% Change
Rank	BoB Rank	Brand Name	Indication	Rxe	Patients	Ing Cost	Ing Cost / PMPM	Rank	Rxe	Patients	Ing Cost / PMPM	Ing Cost / PMPM		
1	1	NEXIUM	ULCER DISEASE	1,051	316	\$277,426	\$3.72	2	1,111	303	\$3.41	9.0%		
2	2	LIPITOR	HIGH BLOOD CHOLESTEROL	1,081	311	\$228,245	\$3.06	3	1,285	313	\$2.96	3.4%		
3	380	NORDITROPIN NORDIFEDRONE	GROWTH DEFICIENCY	196	28	\$226,965	\$3.04	1	554	99	\$6.10	-62.4%		
4	7	ENBREL	INFLAMMATORY CONDITIONS	94	12	\$162,935	\$2.19	5	94	13	\$2.02	8.1%		
5	3	PREVACID	ULCER DISEASE	549	190	\$157,142	\$2.11	4	700	211	\$2.18	-3.3%		
6	8	SINGULAIR	ASTHMA	694	290	\$122,909	\$1.65	6	899	333	\$1.73	-4.8%		
7	5	ADVAIR DISKUS	ASTHMA	415	168	\$117,848	\$1.58	7	488	194	\$1.62	-2.1%		
8	35	OXYCONTIN	PAIN	178	33	\$103,923	\$1.39	16	130	17	\$0.90	54.6%		
9	6	CRESTOR	HIGH BLOOD CHOLESTEROL	507	161	\$103,745	\$1.39	13	413	116	\$0.94	48.7%		
10	4	PLAVIX	BLOOD MODIFYING	405	97	\$99,847	\$1.34	12	327	82	\$0.96	39.7%		
Totals:				5,180		\$1,600,984	\$21.48		6,001		\$24.82	-13.5%		
Difference Between Periods:				-821		-\$248,995	-\$3.35							

BoB = Express Scripts Book of Business GOVERNMENT MARKET SEGMENT

01/08 - 12/08					01/07 - 12/07			% Change
Overall Rank	Indication	Rxe	Ing Cost	Ing Cost / PMPM	Overall Rank	Rxe	Ing Cost / PMPM	Ing Cost / PMPM
9	GROWTH DEFICIENCY	259	\$329,734	\$4.42	1	614	\$9.16	-51.7%
10	INFLAMMATORY CONDITIONS	131	\$248,891	\$3.34	11	112	\$2.40	39.3%
17	INFERTILITY	172	\$116,196	\$1.56	24	366	\$1.06	47.2%
25	BLOOD CELL DEFICIENCY	25	\$93,355	\$1.25	45	13	\$0.38	227.7%
31	MULTIPLE SCLEROSIS	31	\$63,690	\$0.85	31	33	\$0.75	14.4%
18	CANCER	42	\$53,630	\$0.72	17	67	\$1.47	-50.9%
35	HEPATITIS	30	\$46,952	\$0.63	18	83	\$1.54	-59.1%
47	PULMONARY HYPERTENSION	6	\$26,774	\$0.36	34	12	\$0.68	-47.2%
44	ANTICOAGULANT	30	\$22,513	\$0.30	51	18	\$0.17	80.8%
5	ASTHMA	14	\$16,093	\$0.22	6	6	\$0.07	225.4%
Totals:		740	\$1,017,827	\$13.85		1,324	\$17.66	-22.7%
Difference Between Periods:		-584	-\$298,457	-\$4.01				

Retiree Cost and Enrollment Exhibits

Month	Contracts	# Rx	Cost	+	Fee	-	Costs	=	Cost	per Contract	per Rx
Jan-08	1,793	6,033	\$652,648.85		\$7,558.85		\$110,682.09		\$549,525.61	\$306.48	\$91.09
Feb-08	1,827	6,223	\$690,352.69		\$7,574.70		\$113,727.50		\$584,199.89	\$319.76	\$93.88
Mar-08	1,865	6,331	\$716,940.47		\$7,999.10		\$114,483.78		\$610,455.79	\$327.32	\$96.42
Apr-08	1,877	6,267	\$706,389.40		\$7,778.85		\$113,033.53		\$601,134.72	\$320.26	\$95.92
May-08	1,878	6,440	\$715,404.36		\$7,940.10		\$115,827.67		\$607,516.79	\$323.49	\$94.33
Jun-08	1,881	6,125	\$700,174.79		\$7,538.15		\$108,548.19		\$599,164.75	\$318.54	\$97.82
Jul-08	1,895	6,631	\$778,456.74		\$8,031.45		\$110,255.36		\$676,232.83	\$356.85	\$101.98
Aug-08	1,903	6,360	\$756,893.13		\$7,806.40		\$99,228.16		\$665,471.37	\$349.70	\$104.63
Sep-08	1,904	6,503	\$782,202.50		\$8,051.70		\$92,486.09		\$697,768.11	\$366.47	\$107.30
Oct-08	1,909	6,754	\$816,439.75		\$8,237.75		\$89,356.09		\$735,321.41	\$385.19	\$108.87
Nov-08	1,910	6,286	\$761,689.67		\$7,719.40		\$75,644.23		\$693,764.84	\$363.23	\$110.37
Dec-08	1,916	7,114	\$869,339.70		\$8,848.75		\$80,310.82		\$797,877.63	\$416.43	\$112.16
Jan-09	1,914	6,366	\$755,667.82		\$7,842.55		\$114,839.00		\$648,671.37	\$338.91	\$101.90
Feb-09	1,921	5,896	\$715,791.22		\$7,289.20		\$106,541.76		\$616,538.66	\$320.95	\$104.57

Jersey City--Retirees	
Description	01/08 - 12/08
Avg Members per Month	3,230
Number of Unique Utilizers	2,698
Total Plan Cost	\$7,812,945
Total Rx's	77,177
Average Member Age	62.7
Plan Cost PMPM	\$201.54
Plan Cost per Rx	\$101.23
Nbr Rx's PMPM	1.99
Generic Fill Rate	51.4%
Home Delivery Utilization	15.2%
Member Cost Share	13.5%
Specialty Percent of Plan Cost	12.6%
Formulary Compliance Rate	87.6%

GOVERNMENT - LOCAL GOVERNMENT	
Description	01/08 - 12/08
Avg Members per Month	40.8
Number of Unique Utilizers	\$95.43
Total Plan Cost	\$85.88
Total Rx's	1.11
Average Member Age	60.4%
Plan Cost PMPM	16.0%
Plan Cost per Rx	13.9%
Nbr Rx's PMPM	10.0%
Generic Fill Rate	90.6%
Home Delivery Utilization	
Member Cost Share	
Specialty Percent of Plan Cost	
Formulary Compliance Rate	

DESCRIPTION	ALL DRUGS	NON-SPECIALTY	SPECIALTY
Avg Members per Month	3,230	3,230	3,230
Number of Unique Utilizers	2,698	2,698	98
Total Plan Cost	\$7,812,945	\$6,828,056	\$984,890
Total Rx's	77,177	76,642	535
Plan Cost PMPM	\$201.54	\$176.13	\$25.41
Plan Cost per Rx	\$101.23	\$89.09	\$1,840.92
Member Cost Share	13.5%	15.1%	0.5%

BoB SPECIALTY
\$9.55
\$1,882.32
1.3%

BoB = Express Scripts Book of Business GOVERNMENT - LOCAL GOVERNMENT MARKET

Retiree Cost and Enrollment Exhibits (Cont.)

01/08 - 12/08						
Rank	BoB Rank	Indication	Rxs	Patients	Ing Cost	Generic Fill Rate Ing Cost / PMPM
1	1	HIGH BLOOD CHOLESTEROL	6,737	1,248	\$1,046,392	24% \$26.99
2	2	HIGH BLOOD PRESS/HEART DISEASE	13,473	1,622	\$1,020,641	63% \$26.33
3	4	ULCER DISEASE	3,269	708	\$750,191	22% \$19.35
4	3	DIABETES	5,393	520	\$692,653	35% \$17.87
5	12	CANCER	440	95	\$421,077	42% \$10.88
6	9	MENTAL/NEURO DISORDERS	1,874	236	\$370,831	24% \$9.57
7	6	ASTHMA	2,378	442	\$359,330	17% \$9.27
8	16	BLOOD MODIFYING	1,664	319	\$348,976	9% \$9.00
9	11	PAIN	3,376	792	\$311,460	85% \$8.03
10	5	DEPRESSION	2,768	464	\$284,978	51% \$7.35
Totals:			41,372		\$5,606,529	\$144.62

BoB = Express Scripts Book of Business GOVERNMENT MARKET SEGMENT

01/08 - 12/08						
Rank	BoB Rank	Brand Name	Indication	Rxs	Patients	Ing Cost Ing Cost / PMPM
1	2	LIPITOR	HIGH BLOOD CHOLESTEROL	2,397	522	\$461,797 \$11.91
2	1	NEXIUM	ULCER DISEASE	1,452	315	\$380,461 \$9.81
3	4	PLAVIX	BLOOD MODIFYING	1,418	281	\$324,781 \$8.38
4	3	PREVACID	ULCER DISEASE	737	182	\$196,045 \$5.06
5	5	ADVAIR DISKUS	ASTHMA	586	168	\$150,405 \$3.88
6	6	CRESTOR	HIGH BLOOD CHOLESTEROL	662	170	\$127,472 \$3.29
7	10	ACTOS	DIABETES	407	91	\$126,677 \$3.27
8	26	FLOMAX	URINARY DISORDERS	621	157	\$109,766 \$2.83
9	36	SPIRIVA	COPD	494	109	\$102,686 \$2.65
10	7	ENBREL	INFLAMMATORY CONDITIONS	55	9	\$101,944 \$2.63
Totals:				8,829		\$2,082,034 \$53.71

BoB = Express Scripts Book of Business GOVERNMENT MARKET SEGMENT

01/08 - 12/08			
Overall Rank	Indication	Rxs	Ing Cost Ing Cost / PMPM
5	CANCER	129	\$331,467 \$6.55
12	INFLAMMATORY CONDITIONS	108	\$198,782 \$5.13
18	MULTIPLE SCLEROSIS	57	\$122,353 \$3.16
20	BLOOD CELL DEFICIENCY	55	\$109,874 \$2.83
29	PULMONARY HYPERTENSION	12	\$55,283 \$1.43
24	ANTICOAGULANT	63	\$53,073 \$1.37
32	GROWTH DEFICIENCY	18	\$45,376 \$1.17
13	BONE CONDITIONS	50	\$38,836 \$1.00
50	HEPATITIS	18	\$15,729 \$0.41
64	OSTEOARTHRITIS	8	\$6,003 \$0.15
Totals:		518	\$976,776 \$25.20

Plan Type	Single	2 Adults	Family	(1>65)	(1>65)	P&C	Total
Traditional - General Accts	186	99	70	0	0	31	386
Traditional - General Accts retirees	121	81	9	5	0	3	219
Traditional - General Accts COBRA	3	0	1	0	0	0	4
Traditional - General Accts Chapter 375	4	0	0	0	0	0	4
Traditional - Library	33	13	8	0	0	3	57
Traditional - Library retirees	18	1	2	0	0	0	21
Traditional - Library COBRA	0	0	0	0	0	0	0
Traditional - Library Chapter 375	0	0	0	0	0	0	0
Traditional - Fire	62	52	164	0	0	24	302
Traditional - Fire retirees	502	482	42	18	0	16	1,060
Traditional - Fire COBRA	3	0	1	0	0	0	4
Traditional - Fire Chapter 375	1	0	0	0	0	0	1
Traditional - Police	80	61	186	0	0	27	354
Traditional - Police retirees	89	131	57	2	0	10	289
Traditional - Police COBRA							0
Traditional - Police Chapter 375	4	0	0	0	0	0	4
Total Traditional Actives	376	225	430	0	0	85	1,116
Total Traditional Retirees	730	695	110	25	0	29	1,589
Total Traditional	1,106	920	540	25	0	114	2,705
Direct Access - General Accts	330	116	134	0	0	131	711
Direct Access - General Accts-retirees	22	18	7	1	0	4	52
Direct Access - General Accts COBRA							0
Direct Access - General Accts Chapter 375	3	0	0	0	0	0	3
Direct Access - Library	19	7	10	0	0	7	43
Direct Access - Library retirees	1	1	0	0	0	0	2
Direct Access - Library COBRA	0	0	0	0	0	0	0
Direct Access - Library Chapter 375	0	0	0	0	0	0	0
Direct Access - Fire	46	23	171	0	0	33	273
Direct Access - Fire retirees	33	40	21	5	1	0	100
Direct Access - Fire COBRA	1	0	0	0	0	0	1
Direct Access - Fire Chapter 375	1	0	0	0	0	0	1
Direct Access - Police	128	39	259	0	0	94	520
Direct Access - Police retirees	11	25	35	1	0	7	79
Direct Access - Police COBRA	2	0	0	0	0	0	2
Direct Access - Police Chapter 375	1	0	0	0	0	0	1
Direct Access - JCED Actives	7	4	2	0	0	3	16
Direct Access 10 - General Accts	5	1	6	0	0	8	20
Direct Access 10 - General Accts retirees	5	1	0	1	0	0	7
Direct Access 10 - General Accts COBRA	0	0	0	0	0	0	0
Direct Access 10 - Gen. Accts Chapter 375	0	0	0	0	0	0	0
Direct Access 10 - Library	0	0	0	0	0	0	0
Direct Access 10 - Library retirees	0	0	0	0	0	0	0
Direct Access 10 - Library COBRA	0	0	0	0	0	0	0
Direct Access 10 - Library Chapter 375	0	0	0	0	0	0	0
Direct Access 10 - Fire	0	1	1	0	0	0	2
Direct Access 10 - Fire retirees	9	7	0	0	0	0	16
Direct Access 10 - Fire COBRA	0	0	0	0	0	0	0
Direct Access 10 - Fire Chapter 375	0	0	0	0	0	0	0
Direct Access 10 - Police	2	2	7	0	0	3	14
Direct Access 10 - Police retirees	0	2	2	0	0	1	5
Direct Access 10 - Police COBRA	0	0	0	0	0	0	0
Direct Access 10 - Police Chapter 375	0	0	0	0	0	0	0
Self Pay Traditional	28	3	1	0	0	0	32
Self Pay Direct Access	4	0	1	0	0	1	6
Self Pay Direct Access 10	1	0	0	0	0	1	2
	1,765	1,210	1,197	33	1	407	4,613
Total Retirees	811	789	175	33	1	41	1,850
Total Active	954	421	1,022	0	0	366	2,763

SECTION 4
4) PLAN DESIGN

ELIGIBILITY AND COVERAGE

- a) All active employees of the City shall be eligible for benefits hereunder other than those persons employed on a short term, seasonal, intermittent or emergency basis or those specifically excluded by Union contract.
- b) The dependents of an eligible employee shall also be eligible for benefits hereunder, based on union affiliation and date of hire and only during such period of time that the employee is eligible, as follows:
 - 1) The spouse of an eligible employee
 - 2) The children of an eligible employee; eligible children are defined as natural children, legally adopted children, children of whom the employee has legal guardianship and step-children of an eligible employee who are unmarried and who have not attained the age of nineteen (19) years. An unmarried dependent child over the limiting age may be eligible as a dependent if he/she is incapable of self-support because of a physical or mental incapacity that commenced prior to reaching the limiting age, providing a physician's certificate is submitted to the provider following the attainment of the limiting age.
- c) Such other employees (and their dependents) shall be eligible as shall from time to time be agreed to by the City.
- d) The eligibility of any employee (and his/her dependents) shall cease upon the discontinuance of his/her employment for whatever reason, or upon cessation of active, full-time employment.
- e) The coverage hereunder of any employee and his/her dependents, if any, shall commence on the first day of the month following the month in which the employee (and his dependents) have attained two months' employment, and such coverage shall cease on the last day of employment.

4. Plan Design

Current Programs

THE CITY OF JERSEY CITY

BPL: 12003

Lives: 5,652

As of: 02/01/2009

Retail Copay	Generic: \$2 Preferred Brand: \$20
Home Delivery Copay	Generic: \$0 Preferred Brand: \$0
Formulary	ESI NATIONAL PREFERRED PSG
Generic Policy	Voluntary
Step Therapy	N/A
Prior Authorization	PA program in place
Drug Quantity Management	N/A
Specialty	Level: OPEN Drug Group: SPE00345
Home Delivery	Home Delivery Education (HDE)
Indemnity (Ded, MOP,PSL)	N/A
Other Notes	

Current Programs

THE CITY OF JERSEY CITY

BPL: 12004

Lives: 3,260

As of: 02/01/2009

Retail Copay	Generic: \$8 Preferred Brand: \$17 Non-Preferred Brand: \$34
Home Delivery Copay	Generic: \$8 Preferred Brand: \$25 Non-Preferred Brand: \$42
Formulary	ESI NATIONAL PREFERRED PSG
Generic Policy	Voluntary
Step Therapy	N/A
Prior Authorization	PA program in place
Drug Quantity Management	N/A
Specialty	Level: OPEN Drug Group: SPE00345
Home Delivery	Home Delivery Education (HDE)
Indemnity (Ded, MOP,PSL)	\$1,082 MOP per Mbr
Other Notes	

Current Programs

THE CITY OF JERSEY CITY

BPL: 12005

Lives: 49

As of: 02/01/2009

Retail Copay	Generic: \$2 Preferred Brand: \$10 Non-Preferred Brand: \$20
Home Delivery Copay	Generic: \$5 Preferred Brand: \$15 Non-Preferred Brand: \$25
Formulary	ESI NATIONAL PREFERRED PSG
Generic Policy	Voluntary
Step Therapy	N/A
Prior Authorization	PA program in place
Drug Quantity Management	N/A
Specialty	Level: OPEN Drug Group: SPE00345
Home Delivery	Home Delivery Education (HDE)
Indemnity (Ded, MOP,PSL)	N/A
Other Notes	

Current Programs

THE CITY OF JERSEY CITY

BPL: 12006

Lives: 31

As of: 02/01/2009

Retail Copay	Generic: \$0 Preferred Brand: \$20
Home Delivery Copay	Generic: \$0 Preferred Brand: \$0
Formulary	ESI NATIONAL PREFERRED PSG
Generic Policy	Voluntary
Step Therapy	N/A
Prior Authorization	PA program in place
Drug Quantity Management	N/A
Specialty	Level: OPEN Drug Group: SPE00345
Home Delivery	Home Delivery Education (HDE)
Indemnity (Ded, MOP,PSL)	N/A
Other Notes	

Current Programs

THE CITY OF JERSEY CITY

BPL: 12008

Lives: 29

As of: 02/01/2009

Retail Copay	Generic: \$10 Preferred Brand: \$20 Non-Preferred Brand: \$35
Home Delivery Copay	Generic: \$20 Preferred Brand: \$40 Non-Preferred Brand: \$70
Formulary	ESI NATIONAL PREFERRED PSG
Generic Policy	Voluntary
Step Therapy	N/A
Prior Authorization	PA program in place
Drug Quantity Management	Yes - Std updates apply
Specialty	Level: OPEN Drug Group: SPE00345
Home Delivery	No Targeted Promotion
Indemnity (Ded, MOP,PSL)	N/A
Other Notes	

City of Jersey City BPL/Groups/Unions

BPL: Groups/Unions:

12003 = JCSA, MGT, POBA, PSOA, STGA, 1066, 245, 246, 68-68A

12004 = Retiree Group A

12005 = Retiree Group B (shown on Demographics as Direct Access 10)

12006 = Cobra

12008 = JCEDC

SECTION 5

5) FRENKEL QUESTIONNAIRE

Company Overview

1. Describe the history and ownership structure of your company and length of time in this business.
 - a. Provide a copy of your company's Annual Report, including an Auditor's Statement.
2. What differentiates your company from other PBMs? In addition to traditional PBM services, how will you bring additional value to the client and their members?
3. Describe any recent new product initiatives.
4. What are your current financial ratings?
5. Have you undergone any merger/acquisitions in the last 24 months? Describe your level of integration with that operations and operational changes that have been implemented in the past 6 months and those which are planned in the next 24 months.

Cost and Clinical Management

1. Describe your clinical programs (concurrent, retrospective and prospective) in detail. How does this integrate with the medical vendor? Provide financial justification for these programs. Are any ROI guarantees available?
2. Describe a total solution aimed at prescription adherence for high risk disease states. How does this integrate with the medical vendor?
3. Describe your prior authorization program.
4. Describe your step therapy program. Provide financial justification for implementation of this program.
5. Describe your specialty pharmaceutical management protocols.
6. Describe your willingness to cooperate with third party vendor audits.

Networks

1. Do you own and operate your own mail order pharmacy? If not, please describe the arrangement in place.

2. List the top chains in your proposed network. Specifically, list all network pharmacies in Hudson County.
3. Describe your retail auditing capabilities. How many pharmacies are audited annually? What is done with recovered funds in the event of an overpayment?
4. Describe your retail pharmacy claims adjudication process and system. Is your system integrated with the mail order and paper claims systems?
5. How frequently are pharmacy credentials reviewed?
6. Have your participating pharmacies agreed to MAC pricing on multi-source drugs.
7. Describe your provider enrollment process. Please provide sample provider agreement forms

Formulary

1. What are your criteria for selecting formulary drugs? Describe how drugs are added and deleted, and the frequency of such additions and deletions.
2. Describe the process that you will employ to drive formulary compliance. Please provide sample communication materials.
3. What intervention programs do you conduct? Who has the final decision on therapeutic switches? Do you compensate physicians or pharmacists for switching a prescription?
4. Does your organization have any strategic alliances with drug manufacturers? If so, please describe these arrangements.
5. What level of formulary customization will you support?
6. Describe your strategy for managing blockbuster drugs and controlling the associated costs for clients.
7. What source do you use for AWP? How frequently is it updated?
8. Provide a description of your MAC program. How often is it updated? How many drugs are on the MAC? How soon after a generic product is approved is it included on your MAC list?
9. If the cost of the drug is less than the participant copayment, what does the participant pay?

Service to Members

1. Provide the location, and hours of the main Customer Service Center that will service the client.
2. What services are available for special needs callers? (visually or hearing impaired, Spanish speaking, elderly)
3. Confirm that a Toll-Free Number; IVRS and Internet access are available member communication channels. Is a pharmacist accessible by phone for physician consultation?
4. Where is your mail service pharmacy located? Please provide the hours of operation for the mail service pharmacy.
5. What is your mail service turnaround time? Describe your shipping procedures.
6. How do members refill mail service prescriptions?
7. What information and tools are available to members to guide their prescription selections?
8. Provide example of a new member packet.
9. What support tools are available to assist members in understanding pricing alternatives and to support consumer directed decision making?

Account Management

1. Provide biographies of key individuals assigned to our account including length of service with the company and number of accounts managed.
2. Describe back up in the event of the primary account manager's unavailability.
3. What support will you provide to manage client eligibility and other administrative tasks? Briefly outline your eligibility capabilities, including file frequency, full file vs. change-only file, electronic vs. manual, etc.
4. How often do you update eligibility? Are updates made in real time?
5. Will our organization's staff have online access to eligibility and updates? Please describe the capability. What is the charge?

6. Describe your paper claims capabilities.
7. Can you support COB? If so, please describe your organization's COB process.
8. Describe your Drug Utilization Review (DUR) reporting.
9. How are rebates tracked? How often are they paid?
10. What role will the account team play in ongoing consultation and plan design? Are pharmacists or other clinical resources available for client consultation? Provide an example of how plan and trend management recommendations and strategies will be presented to clients (e.g., annual performance report).
11. What is your willingness to assist clients in developing customized web solutions?

Implementation

1. How will you manage the transition process? Please include a discussion about enrolling employees, preparing communication materials, and transferring eligibility data.
2. Provide a sample implementation work plan, outlining all key steps for plan implementation; the typical division of responsibilities (the vendor and the client); and the expected time frames.
3. Describe how your implementation plan addresses the required communication with participants.

Reporting Capabilities

1. Provide examples of standard reports you consider most useful to a client. How frequently are standard reports available and in what format? Can these reports be accessed via the Internet? Please provide samples.
2. Will the account management team assigned review the reports and performance results with us? Do you implement an annual review of client performance? Please provide a sample of a recent report.
3. Describe your plan for meeting with and educating the Client's staff on pharmacy trends and emerging technologies that may have an impact to the client as it relates to designing leading edge pharmacy benefit plans.
4. Provide a listing of optional or ad hoc reports that are available, and any associated costs.

Plan Design

1. Describe your ability to administer a wide variety of plan designs, and briefly outline any general requirements or recommendations you typically rely on to better manage costs and/or improve outcomes with minimal employee disruption.
2. Can you support our current benefit design? What suggestions would you propose we incorporate to maximize savings opportunities?
3. Are there any limitations in plan designs that you can support?
4. What programs do you have to promote the use of generic drugs and OTC drugs? Do you provide reporting which identifies missed generic opportunities within a therapeutic class? Can you support mandatory mail order and/or mandatory generic programs if requested?
5. Describe your ability to implement effective value based pricing models.

Fees, Guarantees and References

1. What programs and services are included in your administrative fees?
2. Please provide pricing for Medicare Part D Subsidy Compliance including Notice of Creditable Coverage Reporting.
3. What other programs and services are available? What is the additional cost for these programs and services?
4. What additional fees, if any, are required?
5. Please address any financial and performance guarantees you are offering, including:
 - a. Formulary Rebates
 - a) Implementation Allowance
 - b) Performance Guarantees
 - c) Financial Qualifications.
6. How long is your pricing guarantee? Is it the same as the length of the contract?
7. Please describe the termination provisions of the contract and provide a specimen contract.

8. Detail any assumptions for pricing as proposed (i.e. two/three tier plan design, etc.). Please indicate how your pricing would change under different assumptions.
9. Provide three New Jersey municipality references, citing similar-sized clients that use the proposed services.
10. Please complete the following chart for each of the two scenarios:
 - a. 100% pass through of rebates to the client
 - b. Traditional arrangement whereby the PBM retains a portion of the rebate and reduces administrative fees

		<u>Retail</u>	<u>Mail Order</u>
Brands	<i>Discount Guarantee</i>	AWP Minus __%	AWP Minus __%
	<i>Dispensing Fee</i>	\$__ per script	\$__ per script
	<i>Administrative Fee (If applicable)</i>	\$__ per script	\$__ per script
Generics	<i>Discount Guarantee</i>	AWP Minus __%	AWP Minus __%
	<i>Dispensing Fee</i>	\$__ per script	\$__ per script
	<i>Administrative Fee (If Applicable)</i>	\$__ per script	\$__ per script
Commissions*	<i>Paid per Script</i>	\$1.00	\$1.00
Rebates	<i>Rebate Guarantee per Brand</i>	\$__ per script dispensed (not limited to specific scripts)	\$__ per script dispensed (not limited to specific scripts)
Specialty Drugs	<i>Discount Guarantee</i>	AWP Minus __%	AWP Minus __%

*** If you are not able to pay commissions in the requested format, please provide alternatives**

SECTION 6

JERSEY CITY TERMS AND CONDITIONS

1. SCOPE

The City of Jersey City, Office of Health Benefits is requesting proposals for the City's Prescription Drug Plan for City employees and their eligible dependents and retirees.

2. EMPLOYEE AND RETIREE POPULATION

As of April 2009 the City employees approximately 2,690 full and part time employees. There are 1850 retirees enrolled in the current prescription plan along with eligible dependents.

3. EMPLOYEE CO-PAY INFORMATION

<u>Union</u>	<u>Number of Employees</u>	<u>*Amount of Co-Pay</u>
Mgmt.	265	\$20.00/\$2.00
POBA	769	" "
PSOA	154	" "
1066	409	" "
1064	162	" "
STGA	204	" "
JCSA	112	" "
246	619	" "
245	213	" "
68-68A	6	" "
COBRA	31	" "

*Employee co-pays are subject to increases based upon Collective Bargaining Agreements.

4. CLAIMS HISTORY

Number of Claims Paid April 2008 – March 2009

Single Source	68,328
Multi-Source	12,293
Generic	85,127
Total Number of Claims Paid	165,748
Total Amount Paid Out Over Co-Pay	\$15,847,325.00

5. **TERM AND TERMINATION OF AGREEMENT**

a) The agreement shall be executed effective July 1, 2009.

b) The initial term of service shall be for one (1) year from the effective date of coverage, to commence no later than July 1, 2009 and terminate on June 30, 2010, pursuant to a resolution of the Municipal Council authorizing award of the agreement.

c) The Plan Provider shall provide an option for all items in the agreement to be renewed for up to two (2) additional one (1) year terms at (1) one year intervals from the effective date of coverage, and provide any projected changes in costs.

d) This agreement shall terminate immediately upon the disqualification of the Plan Provider to administer a Prescription Drug Plan, subject, however, to the Plan Provider's right to assign its rights and obligations under this agreement, any assignment is subject to the prior approval of the City, as provided in Section e.

e) In the event the Plan Provider desires to effect an assignment, it shall notify the City in writing of the proposed date of assignment and the name and address of the assignee. The assignment may thereafter be effected, unless the City notifies the Plan Provider of its objections in writing within thirty (30) days following receipt by it of such notice of assignment. Assignee must provide same information and format as required in this request for proposals.

f) This agreement shall terminate upon termination of the collective bargaining agreement by and between the Union and the City of Jersey City, in the event that the Union cannot successfully renegotiate with the city to provide a Prescription Drug Plan for the remaining term of this agreement. The termination hereunder, shall be effective as of the date payments for such services from the City shall cease.

g) Notwithstanding anything to the contrary herein contained, this agreement may be terminated by the City without cause at any time for any reason for thirty (30) days notice given in writing to the Plan Provider.

h) In the event that additional funds for this agreement are not appropriated and made available in the City's 2010 budget, or in subsequent fiscal years, this agreement shall terminate upon the expenditure of the funds authorized by purchase order.

6. AWARD OF CONTRACT

The contract, if awarded, will be awarded as an Extraordinary, Unspecifiable Services (EUS) pursuant to N.J.S.A. 40A:11-5(1)(a)(ii) of the Local Public Contracts Law to the most responsible qualified Proposer whose proposal complies with the requirements as stated herein. Proposals may be rejected where administrative fees as proposed are obviously unreasonable. Award of the contract will be made by the City Council

The City may reject any and all proposals when it determines that it is in the public interest to do so. It reserves the right to waive technicalities or to request new proposals.

The proposed administrative fee, while considered important, will not be the sole consideration in the selection of a provider. The following factors, along with others, will be used in the evaluation of a successful bidder:

- a) General experience
- b) Experience in providing a prescription drug plan
- c) Level of fees
- d) Point of service capabilities
- e) Network organization and management
- f) Ability to provide required administrative services
- g) References from three (3) New Jersey clients
- h) Resumes of professional staff
- i) Computerized data management systems
- j) Claims processing and pricing
- k) Level of customer service

7. CAUSES FOR REJECTION

Proposals from bidders who are found to be unqualified and proposals not accompanied by all required information.

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

- a) General Experience
- b) Level of fees
- c) Point of service capabilities
- d) Claims processing and pricing
- e) Customer service
- f) Network organization

8. ELIGIBILITY AND COVERAGE

a) All active employees of the City shall be eligible for benefits hereunder other than those persons employed on a short term, seasonal, intermittent or emergency basis or those specifically excluded by Union contract.

b) The dependents of an eligible employee shall also be eligible for benefits hereunder, based on union affiliation and date of hire and only during such period of time that the employee is eligible, as follows:

1) The spouse of an eligible employee

2) The children of an eligible employee; eligible children are defined as natural children, legally adopted children, children of whom the employee has legal guardianship and step-children of an eligible employee who are unmarried and who have not attained the age of nineteen (19) years. An unmarried dependent child over the limiting age may be eligible as a dependent if he/she is incapable of self-support because of a physical or mental incapacity that commenced prior to reaching the limiting age, providing a physician's certificate is submitted to the provider following the attainment of the limiting age.

c) Such other employees (and their dependents) shall be eligible as shall from time to time be agreed to by the City.

d) The eligibility of any employee (and his/her dependents) shall cease upon the discontinuance of his/her employment for whatever reason, or upon cessation of active, full-time employment.

e) The coverage hereunder of any employee and his/her dependents, if any, shall commence on the first day of the month following the month in which the employee (and his dependents) have attained two months= employment, and such coverage shall cease on the last day of employment.

9. BUSINESS AND BACKGROUND INFORMATION

Providers must furnish the following information:

a) The background on your company including financial information, identification of the parent company, services, organization and company goals.

b) A copy of the company's Annual Report including Auditors Statement.

c) Provide a detailed description of your managed care products and services.

d) Provide the following information regarding your company's organization:

1) An organizational chart

- 2) A brief biography of those involved in the management of the company.
- 3) Describe your quality control program.
- 4) Provide the company names, addresses, name of contact person and phone number of three current New Jersey customers.

10. NETWORK ORGANIZATION AND MANAGEMENT

- a) Display or list network penetration, and percentage in each area that have electronic transmission capability.
- b) Describe network price.
- c) Have your participating pharmacies agreed to MAC pricing on multi-source drugs.
- d) Describe your provider enrollment process. Please provide sample provider agreement forms.
- e) Describe in detail the audit procedures currently in place to monitor individual pharmacy compliance.
- f) Describe in detail the system for pharmacist phone inquiry and professional staff availability to respond to questions and problem situations.
- g) Describe other communications with network pharmacies (i.e. newsletters) and how often published.
- h) Provide a list of network pharmacies in Hudson County, including chain store locations.

11. POINT-OF-SERVICE CAPABILITIES

- a) Describe the method in which prescriptions are processed at participating pharmacies in your network. Can pharmacies have direct access electronically to your data base/claims payment system? Is there a link between the POS and your data base that will allow the POS to determine eligibility, benefit limitations, etc.?
- b) Do you use the NCPDP (National Council for Prescription Drug Program) communications format?
- c) Can participating pharmacies review eligibility on-line and eliminate terminated activity at the point-of-service?
- d) Does your company provide on-line, 24 hour, 7 days per week system availability?
- e) Are participating pharmacies connected directly to your mainframe or are claims processed through another vendor?
- f) Is your mainframe processing support fully dedicated to your operation or do you share it with other organizations?

12. CLAIMS PROCESSING AND PRICING

- a) Describe the edits performed by your company's point-of-service system.

- b) Describe what action is taken to resolve mismatches or transactions that do not pass the edit process.
- c) Describe your capability to accommodate pricing of each prescription based on the agreed upon pricing guidelines (i.e., AWP, special pricing, MAC, or other) and group specific pricing.
- e) Identify sources used for drug pricing including MAC pricing. How often are these files updated?
- f) If a purchase is made at a non-network pharmacy, employee will be required to submit claims for reimbursement on a standard drug claim form. Please describe the procedure.

13. BENEFIT PLAN ADMINISTRATION

- a) Can prescription drugs be added to or subtracted from either the covered or excluded list? If yes, how is this accomplished?
- b) Can the quantities of prescription drugs dispensed at one time be limited? If yes, how is this accomplished on your system?
- c) Can a plan design be specific to groups (i.e., specific union members, retirees, active members)?

14. MANAGEMENT REPORTS

- a) Include sample copies of reports, both standard and optional, and any charges involved.
- b) Please describe any Ad Hoc report capability.

15. CUSTOMER SERVICE

- a) Identify services which will be available to support Health Benefits personnel for the City of Jersey City.
 - b) Indicate the turnaround time for processing enrollments, changes in status, terminations, etc. Can such changes be transmitted by facsimile?
 - c) Identify key personnel who would be assigned for implementation and also those on an ongoing basis as contacts for the City.
 - d) Include a chart that presents an overview of the implementation plan.
 - e) Do you provide a benefits' personnel "800" number?
 - f) Describe how your company recommends handling member phone calls.
 - g) Does your company have internal performance standards and methods to track and monitor customer service levels.
 - h) Will the City have a dedicated customer service representative?

16. COST PROPOSAL

- a) Describe your claims payment reimbursement to pharmacies.
- b) How is the dispensing fee paid to the pharmacy determined and how often can these

fees be changed?

- c) Describe the methods of payment available for administrative fees.
- d) Describe the claim administrative fees charged for your POS program. State any additional charges.
- e) Please list in detail the services included in the base administrative fee.

17. DRUG UTILIZATION REVIEW (DUR)

- a) Please describe your drug utilization review (DUR) program, its processes, intervention capabilities and its ability to identify and monitor overutilization and underutilization.
- b) Does your DUR system provide real time, point of dispensing, drug interaction warnings and other drug conflict alerts to the pharmacy? Are all network pharmacies able to communicate utilization review or just certain chain store locations?
- c) How do you measure and monitor the clinical impact and cost benefits of DUR interventions?
- d) Describe your DUR descriptive/summary reporting capability.

18. RECORDS, REPORTS AND INSPECTIONS

- a) All eligible employees may be asked to complete and give to the City to be filed with the Provider an individual application on behalf of themselves; and their dependents, if any, as a prerequisite to coverage under this agreement. The City shall furnish the Provider with a tentative list of covered employees prior to the effective date of coverage. This list shall include employee's name, address and sex, and shall contain the same information with respect to such employee's covered dependents.
- b) The eligibility information received by the Provider from the City shall be entered in the Provider's computer and identification cards will be produced and distributed to all covered persons. Identification cards shall be in effect until the Provider is notified that the plan has been terminated or that a covered person or dependent of such person is no longer eligible for benefits under the plan.
- c) From time to time the City will provide new eligibility lists to the Provider showing additions and deletions. Each time Provider receives and enters into its computer a new eligibility list from the City, Provider shall provide the City with a hard copy printout of the additions as entered into the computer. The printout shall be deemed correct until the Provider is otherwise notified by the City by mail that corrections are required to the printout. Any errors brought to the attention of the Provider will be promptly corrected.
- d) Provider shall maintain, in the original form or on electronic media, the claims and claim forms supporting the printouts. Provider shall also maintain adequate records to establish payment made to Member Pharmacies. These records shall remain accessible to the City for examination and audit by the City throughout the calendar year in which they were established and for six (6) calendar years thereafter. Such audit may be

conducted, upon prior written notice, at reasonable intervals during the regular business hours of the Provider. All records pertaining to the administration of the plan are the property of the Property and all information derived by the Provider from said records pertaining to the administration of the plan shall be the property of the Provider.

e) In the event of termination of this 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.

f) Provider shall provide a cumulative report at the termination of the Agreement, containing a yearly summary description of the number of claims processed, together with the amount of charges of the employee therefore, and the date of said charge

g) All records and reports (or copies thereof) required to be prepared or maintained pursuant to this Agreement shall be maintained and made available as hereinabove required during the term of this Agreement and for a period of at least six (6) years following termination of this Agreement.

19. COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PLAN

a) If the agreement exceeds \$21,000.00 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/Affirmative Action Provisions).

“Bidders (Consultants) are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.”

b) This Agreement shall not become effective and Provider shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity/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) Provider 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 contractor is operating under and existing Federally approved or sanctioned affirmative action program (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 (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.

20. 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. Consultant is required to read Americans with Disabilities language that is included as Appendix A of this proposal 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.

21. 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. 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 subcontracts that knowingly provide goods or perform services for a contract fulfilling this contract:

- a) The contractor shall provide written notice to its subcontractors and supplier 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 Sale 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 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.

22. INDEMNIFICATION

Provider shall purchase and maintain the following insurance during the term of the agreement:

- a) Comprehensive General Liability: including premises operations, products completed operating and independent contractor coverage – not less than One Million (\$1,000,000) Dollars combined single limit for bodily injury and property damage liability. The City of Jersey City, its agents, servants shall be named as additional insured.
- b) Workmen’s Compensation Insurance: benefit securing compensation for the benefit of the employees of the Provider in the sum of One Hundred Thousand (\$100,000) Dollars (statutory).
- c) Professional Liability Insurance: Covering as insured the Provider with not less than One Million (\$1,000,000) Dollars limit of liability said policy shall include an endorsement whereby the Provider indemnifies and holds harmless the City, its respective employees and all claims against any of them for personal injury or death or property damage arising solely out of the negligent performance of professional service covered by error, omission or negligent act of the provider or anyone employed by the provider.
- d) Certificates of same to be provided prior to execution of contract.

23. ENROLLMENT HISTORY

Indicate your Organization’s enrollment history for each year of the past three years (2005, 2006 and 2007).

24. REQUIRED SUBMITTALS

It is mandatory that the documents listed below be submitted with all proposals:

- 1) Listing of NJ Member Pharmacies
- 2) Non-Collusion Affidavit (see checklist)
- 3) Corporate Disclosure (see checklist)
- 4) Most Recent Financial Statement
- 5) Resumes of Professional Staff
- 6) Referral Listing of Three (3) New Jersey Clients
- 7) City of Jersey City Pay to Play Certification
- 8) AA/EEO forms (see checklist)
- 9) NJ Business Registration Certificate (see checklist)

25. MISCELLANEOUS

- a) Provider shall be responsible for the cost of any and all printed material required

under this agreement.

- b) Any notice, consent or other communication required by, or to be given pursuant to the agreement shall be in writing and shall be delivered to the intended recipient thereof. A writing shall be deemed delivered if mailed to the intended recipient by certified mail, return receipt requested, postage prepaid.
- c) 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 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 Provider shall thereafter be relieved of all obligations hereunder.
- d) 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.
- e) The City shall not be liable for the cost of drug claims rendered pursuant to this Agreement except to the extent of the monthly payments agreed to hereunder.
- f) The effective date of this Agreement shall be July 1, 2009.
- g) 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 judgement upon the award rendered may be entered in any court having jurisdiction therein.

26. INTERPRETATION OF SPECIFICATIONS

All questions regarding the Prescription Drug Plan should be directed to Peter Folgado, Acting Purchasing Director, 1 Journal Square, Jersey City, NJ 07306, Office Tel: 201-547-4896, Fax: 201-547-6586 at least seven (7) days prior to the date set for receipt of proposals.

SECTION 7

GENERAL TERMS AND CONDITIONS

1. 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 Proposer, to accept any item, items or services in the Proposal should it be deemed in the best interest of the Board to do so.
2. Each Proposal must be signed by the person authorized to do so.

3. Proposals may be hand delivered or mailed consistent with the provisions of the legal notice to Proposers. 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.
 4. Proposers are required to comply with the 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.
 5. Proposers are required to comply with the requirements of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008.
 6. Proposers are required to comply with the requirements of P.L. 2004, c. 57 which includes the requirement that Proposers provide copies of their Business Registration Certificates issued by the New Jersey Department of Treasury.
 7. No Proposer shall influence, or attempt to influence, or cause to be influenced, any City officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
 8. No Proposer shall cause or influence, or attempt to cause or influence, any City officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the proposer or any other person.
 9. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the City's Corporation Counsel's decision shall be final and conclusive.
 10. The Board shall not be responsible for any expenditure of monies or other expenses incurred by the Proposer in making its proposal.
-

CITY OF JERSEY CITY

VENDOR: _____

RESPONDENT'S CHECKLIST

Item	Respondent Initials	AA/EEO Review
A. Non-Collusion Affidavit properly notarized		
B. Public Disclosure Statement		
C. Mandatory Affirmative Action Language		
D. Americans with Disabilities Act		
E. Affirmative Action Compliance Notice		
F. MWBE Questionnaire		
G. Form AA302 – Employee Information Report		
H. Business Registration Certificate		
I. City of Jersey City Pay to Play Certification		
J. Listing of NJ Member Pharmacies		
K. Most Recent Financial Statement		
L. Resumes of Professional Staff		
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:**_____.

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: _____

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

_____ 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.

DIVISION OF PURCHASING COPY

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

Instructions: 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.

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

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		
	CITY	COUNTY STATE ZIP CODE

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 212
TRENTON, NJ 08646-0212

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

TRADE NAME:
CLIENT REGISTRATION
SEQUENCE NUMBER:
0107539
ISSUANCE DATE:
07/14/04

This Certificate is NOT assignable or transferable. It must be continuously 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

**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											
											N/A
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
SPINELLO				FULOP				FLOOD			
LIPSKI				RICHARDSON				VEGA, PRES.			

✓ Indicates Vote

JAMES F. WADDLETON BRET SCHUNDLER STEVE DAVIDSON TOM WILEN	AARON MORRILL RAYLIE VUNKEL TOM GIBBONS SHELLEY SKINNER	JAMES CARROLL SEBASTIAN BERNHEIM HEATHER TAYLOR DANIEL LEVIN
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N.V.-Not Voting (Abstain)

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

✓ Indicates Vote

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

N.V.-Not Voting (Abstain)

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

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

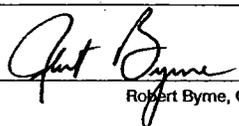
RECORD OF FINAL COUNCIL VOTE											
											SEP 03 2008 9-0
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FULOP	✓			FLOOD	✓		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

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

Initiated by Petition Certified August 20, 2008

Adopted on second and final reading after hearing on SEP 03 2008

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


 Robert Byrne, City Clerk

APPROVED: 
 Mariano Vega, Jr., Council President
 Date: SEP 03 2008

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

*Amendment(s):