



URBAN MUNICIPALITY PURCHASING COOPERATIVE

**BID SPECIFICATIONS FOR
PUBLIC SAFETY BODY CAMERAS**

SUBMISSION DEADLINE:

11:00 AM

July 9, 2015

ADDRESS ALL BID PROPOSALS TO:

City of Jersey City

Lead Agency

**Peter Folgado, Purchasing Agent
Jersey City Department of Administration
Division of Purchasing
394 Central Avenue, 2nd Floor
Jersey City, NJ 07307**

NOTICE TO BIDDERS

The City of Jersey City, serves as Lead Agency for the Urban Municipality Purchasing Cooperative (CPS) (#254UMPC) consisting of three municipalities, City of Jersey City, City of Newark and the City of Paterson, pursuant to N.J.S.A. 40A:11-11(5). This Cooperative is effective through December 4, 2019.

On behalf of the Urban Municipality Purchasing Cooperative, sealed Proposals will be received, opened and read in public by the Director of Purchasing at 394 Central Avenue, 2nd Floor, Jersey City, NJ 07307 on July 9, 2015 at 11:00A.M., prevailing time, or as soon thereafter as the matter can be reached, regarding the bid specifications for:

PUBLIC SAFETY BODY CAMERAS FOR THE URBAN MUNICIPALITY PURCHASING COOPERATIVE

Contract Documents, Specifications, and Bid forms may be downloaded by going online to www.bidsync.com. Questions by prospective bidders concerning this bid must be done online at www.bidsync.com.

Bidders are required to comply with 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 Program). Bidders are also required to comply with the requirements of P.L. 2004, c.57 which includes the requirement that contractors provide copies of their Business Registration Certificates issued by the New Jersey Department of the Treasury. These provisions are incorporated herein by Reference. Full requirements of the Affirmative Action Program may be obtained with Proposal Forms.

Bid Proposals **MUST BE ACCOMPANIED** by a Bid Bond or Certified Check, made payable to the City of Jersey City, in an amount equal to Ten (10%) percent of the bid, or \$20,000, whichever is less. Each Bidder shall submit with the proposal, all information requested in the section "Schedule of Submittals by Bidder".

Bids may be submitted in person, or may be sent by U.S. certified mail return receipt requested, or may be sent by private courier service. Mail bids to: Peter Folgado Director, City of Jersey City Division of Purchasing, 394 Central Avenue, 2nd Floor, Jersey City, NJ 07307. Bids sent by mail must be received by the Director of Purchasing no later than 4:00 P.M. of the last business day before the day of the bid reception. Bids sent by courier service must be delivered to the Director no later than 11:00 A.M. on the day of the bid reception. The City of Jersey City shall not be responsible for the loss, non-delivery or physical condition of bids sent by mail or courier service. Bids must be submitted individually in a sealed envelope addressed to the Director. Bids must comply with specifications.

The City of Jersey City, as Lead Agency, reserves the right to reject any and all bids received, or portions thereof, if deemed to be in the interest of the Cooperative System to do so.

INFORMATION TO BIDDERS

1. CONTRACT DOCUMENTS

The contract consists of the following documents:

- Information to Bidders
- Specifications for Goods to be Supplied
- Any Addenda Issued Prior to the Bid Reception
- Bid Documents
- Additional Bid Requirements

“Contract” shall mean all of the above-documents, including any addenda or supplements thereto

“Cooperative System” shall mean the Urban Municipality Purchasing Cooperative #254UMPC

“Cooperative Agency” or “Cooperative Agencies” shall mean any of the individual municipality members of the Cooperative System or all the members of the Cooperative System, respectively

“Jersey City” shall mean the City of Jersey City, New Jersey

“Newark” shall mean the City of Newark, New Jersey

“Paterson” shall mean the City of Paterson, New Jersey

“Lead Agency” shall mean Jersey City, as designated pursuant to that certain Cooperative Pricing System Agreement by and among Jersey City, Newark and Paterson, dated November 24, 2014.

“Master Contract” shall mean the contract, as per this Bid Specification, and the features, quality, prices and overall terms and conditions as set forth herein, entered into by and between the Vendor and the Lead Agency, on behalf of the Cooperative System, indicating the quantities for the Lead Agency, and the estimated aggregate quantities to be ordered by the other Cooperative Agencies by separate contracts.

“Vendor” shall mean the lowest responsible Bidder awarded the Master Contract

“Bidder” shall mean a party submitting a bid in response to this Notice to Bidders

“Bid Documents” shall mean the Bid Form, and those documents referred or referenced in Section 6 of the Bid Specification

“Bid Form” shall mean that document which sets forth, amongst other items, the bid prices and the Grand Total Price

“Notice to Bidders” shall mean the published newspaper advertisement soliciting bids

“Bid Specifications” shall mean the Bid Specifications for Public Safety Body Cameras for the Urban Municipality Purchasing Cooperative

2. INTENT OF CONTRACT

Jersey City, Newark and Paterson desire to promote public safety goals through solicitation of bids for Public Safety Body Cameras for the Urban Municipality Purchasing Cooperative #254UMPC. The contract will be awarded as an open-end contract. The minimum and the maximum number of quantities for those items are as stated in the Bid Form. Vendor will bid on the maximum number quantity.

Award of contract shall be made to the lowest responsive and responsible bidder. Vendor must provide brand names or manufacturer of each item.

Vendor will be required to deliver materials to the Cooperative Agency at no additional cost to the Cooperative Agency within thirty days of receipt of a purchase order from the Cooperative Agency.

3. COOPERATIVE PURCHASING SYSTEM

The Cooperative Agencies and the Vendor are bound to the terms and conditions of this bid. The Vendor shall only deliver items as specified in the Bid Specifications at the price bid. Deviations from these terms are not authorized. Other than the Master Contract, contract forms are at the discretion of each Cooperative Agency.

The Cooperative Agencies, including their principals and agents, will be not responsible in any way for oral questions and/or answers to any inquires regarding the intent or meaning of these Bid Specifications. Any inquiries must be pursuant to the procedure set forth in Section 4 below.

Each Cooperative agency must certify as to the available funds, as required by law, for only its own needs.

Each Cooperative Agency is responsible to enter into a formal written contract directly with the Vendor, issue purchase orders in its own name directly to the Vendor to order items, accept its own deliveries, be invoiced by and receive statements from the Vendor, make payment directly to the Vendor and be responsible for any tax liability.

No Cooperative Agency shall be responsible for payment for any items ordered or for the performance generally, by any other participating Cooperative Agency. Each Cooperative Agency shall be liable for only its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.

Vendor shall indemnify, save and keep harmless the Cooperative Agencies against any and all claims for royalties, patent infringements or suits for information thereon which may be involved in the manufacture or use of the items to be furnished.

Assignment to any third party of any moneys due or to grow due the Vendor or any contract based on this bid is prohibited and will not be recognized by the Cooperative System.

The Vendor shall not transfer or sublet any portion of the work covered by these specifications without written consent of the Lead Agency.

If Vendor breaches any provision of this Contract, a Cooperative Agency may give written notice to the Vendor by registered or certified mail detailing Vendor's violations. If such violation is not corrected to the reasonable satisfaction of the Cooperative Agency within thirty (30) days after the date of notice of violation, the Cooperative Agency may, without further notice, declare Vendor to be in breach of this Contract. Upon a Cooperative Agency's declaration of Vendor's breach, Cooperative Agency may pursue any remedy available under local, state, or federal law, including but not limited to, termination of the Contract.

4. INTERPRETATIONS OR ADDENDA

Should a Bidder find discrepancies or omissions in the Bid Specifications, or should there be doubt as to the meaning of a term or phrase, Bidder should immediately send an inquiry online via www.bidsync.com. For any questions concerning BidSync, please contact:

Peter Folgado
Jersey City Department of Administration
Division of Purchasing
394 Central Avenue, 2nd Floor
Jersey City, NJ 07307
Main: 201-547-5155, 5156
Fax: 201-547-6585
peterf@jcnj.org

No oral interpretation will be made to any Bidder as to the meaning of the Bid Specification or any part thereof. Every request for such interpretation shall be via BidSync and to be given consideration, must be received at least ten (10) calendar days prior to the date fixed for the opening of bids, to allow the Lead Agency time to issue an addendum prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions or addition of items will be in the form of written addenda to the contract which, if issued, will be mailed by registered mail with return receipt requested to all prospective Bidders (at the respective addresses furnished for such purpose) and via BidSync. All addendum so issued shall become part of the Contract and shall be read immediately prior to the opening of the bids by the Lead Agency's Purchasing Agent, who shall give each Bidder or his/her representative present an opportunity to withdraw his/her bid before any bids are opened. Any objection arising out of the addendum subsequent to the opening of bids will not be considered. Failure of any Bidder to receive any such addendum or interpretation or to attend the reading of the bids shall not relieve such Bidder from any obligation under his/her bid as submitted, including such addendum. The Lead Agency will not be responsible for any other explanation or interpretations of the Bid Specification.

5. SUBMITTING BID

Each Bid must be submitted on the prescribed Bid Proposal forms. All entries must be in ink or typewritten. Bidders shall submit their Bid in sealed envelopes. The outside of the envelope shall indicate the name and address of the Bidder, and the name of the Bid Specifications.

When the Bid is made by an individual, his/her Post Office Address shall be stated and he/she shall sign the Bid. When made by a firm or partnership, its name and Post Office Address shall be stated, and the Bid shall be signed by one or more of the partners. When made by a corporation, its name and principal Post Office Address shall be stated and the Bid shall be signed by an authorized official of the Corporation, with Corporate Seal affixed. Signatures shall be notarized in all cases.

Bids may be submitted in person, or may be sent by U.S. certified mail return receipt requested, or may be sent by private courier service. Mail bids to Peter Folgado, Director, Division of Purchasing (“Purchasing Agent”), 394 Central Avenue, 2nd Floor, Jersey City, NJ 07307. Bids sent by mail must be received by the Purchasing Agent no later than 4:00 P.M. on the last business day before the day of the bid reception. Bids sent by courier service must be delivered to the Purchasing Agent no later than 11:00 a.m. on the day of the bid reception. Jersey City shall not be responsible for the loss, non-delivery or physical condition of bids sent by mail or courier service. Bids must be submitted individually in a sealed envelope addressed to the Purchasing Agent. Bid proposals must comply with specifications.

6. BID DOCUMENTS

The Bid Documents to be included in the sealed envelope with the Bid Form shall include but not be limited to the following:

Bidder and/or Manufacturer Certification of Product

Non-Collusion Affidavit

Corporation or Partnership Statement*

Bid Guarantee*

New Jersey Business Registration Certificate, pursuant to N.J.S.A. 52:32-44

Equality Information on Substituted Items (if applicable)

Written acknowledgement of Addendum (if issued), pursuant to N.J.S.A. 40A: 11-23.2(e)*

Form MWBE- Minority / Woman Business Enterprise (MWBE) Questionnaire for Bidders.

Exhibit A Mandatory Equal Employment Opportunity Language

Failure to include the bid documents listed immediately above that are marked with an asterisk (*) shall result in automatic rejection of the bid at the time of the bid reception.

7. BID GUARANTEE

Each bid shall be accompanied by a Certified Check, Cashier's Check or Bid Bond in the amount of 10% of the total bid, or \$20,000, whichever is less. No cash will be accepted. This Certified Check, Cashier's Check or Bid Bond is offered as evidence of good faith and as a guarantee that, if awarded the contract, the Bidder shall execute the Contract.

The Bid Bond is offered as a guarantee, made by a surety company qualified and authorized to do business in the State of New Jersey and must be signed by an officer or agent of the surety company authorized to execute Bid Bonds on behalf of the surety company. Included with the Bid Bond must be such documents which indicate that the officer or agent is authorized to execute the Bid Bond. If a certified check is offered as a guarantee, it shall be made payable to the City of Jersey City.

8. WITHDRAWAL OF BID

A bid, after having been submitted, may be withdrawn by the Bidder on a given Contract prior to the opening of any bid for that Contract.

N.J.S.A. 40A:11-23.3 authorizes a bidder to request withdrawal of a public bid due to a mistake on the part of the bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both from the final bid computation.

A bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, in writing by certified or registered mail to: Peter Folgado, Director, Division of Purchasing, 394 Central Avenue, 2nd Floor, Jersey City, NJ 07307. The bidder must request withdrawal of a bid due to a mistake, as defined by law, within five business days after the receipt and opening of the bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, Peter Folgado, Director, Division of Purchasing may contact all bidders, after bids are opened, to ascertain if any bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.

A bidder's request to withdraw the bid shall contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the public owner's designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3.

Jersey City as Lead Agency will not consider any written request for a bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-2(42), by the Bidder in the preparation of a bid proposal unless the postmark of the certified or registered mailing is within the five business days following the opening of bids.

9. CAUSES FOR REJECTION

Bidders which are found to be unqualified and Bids not accompanied by all required and properly completed bid documents shall be rejected by the Jersey City, as Lead Agency. Jersey City, as Lead Agency, reserves the right to reject all bids pursuant to N.J.S.A. 40A:11-13.2 and -24. In addition, causes for rejection of individual Bids may include:

- if the bid proposal is not responsive to all requests,
- if prices are obviously unbalanced,
- if bid prices are obviously unreasonable,
- if received from Bidders with whom the public entity had prior negative experience,
- if conditions, limitations or provisions are attached by a Bidder to his/her Bid, if proposals are otherwise irregular or if the enclosed or accompanying documents are not completed and properly executed.

10. RETURN OF BID GUARANTEES

The Bid Guarantees of all except the apparent three (3) lowest responsible bidders for the Contract will be returned within ten (10) working days after the opening of bids. The returned bids of such Bidders will be considered as officially withdrawn. Within three (3) working days after awarding the contract, the bid guarantees of the remaining unsuccessful Bidders will be returned. Upon execution of the contract by the successful Bidder, and the receipt of the certificate of insurance, the bid guarantee of the lowest Bidder will be returned. No interest will be paid on any form of bid guarantee.

11. AWARD OF CONTRACT

The Contract, if awarded, will be awarded by the Lead Agency to the lowest responsive and responsible Bidder whose Bid complies with the requirements as stated herein. "Lowest responsive bidder or vendor" means the bidder or vendor: (a) whose response to a request for bids offers the lowest price(s) and is responsive; and (b) who is responsible. Such factors as delivery time, quality, compatibility, experiences or parts and services may play an important role in awarding a bid to the "lowest responsive and responsible bidder." A "responsive" bid is one that is in substantial conformance with the requirements of the specifications and the contractual terms and conditions.

Upon approval of award, each Cooperative Agency shall issue a contract outlining the maximum quantity to be delivered and maximum dollar exposure. Each Cooperative Agency shall be responsible for issuing a contract, encumbering for and making payment(s) to Vendor.

The award of this contract shall be on the Grand Total Price, as set forth in the Bid Form. In the event the lowest responsive bidder will not extend the bid price to all Cooperative Agencies, then the contract for the needs of the Lead Agency – Jersey City - shall be awarded to the lowest responsible bidder, and all other bids shall be rejected and no further bids will be sought by the lead agency on behalf of the registered members who have submitted estimates.

Award of the contract will be made by the Municipal Council of each Cooperative Agency.

12. CURRENT PRODUCTION ITEMS

Bidders must provide new, current production items. Bidders are cautioned that surplus, seconds, factory rejects, closeout or distressed items are not acceptable and, if furnished, will be rejected. The delivery of substandard items may result in cancellation of the contract in whole or in part.

13. RESPONSIBILITY FOR MATERIALS

The Vendor assumes full responsibility for materials and equipment supplied and agrees to make no claim against any Cooperative Agency for damages to such materials and equipment from any cause whatsoever, until its final acceptance.

The provisions of the foregoing paragraph shall not be a waiver of the Vendor's guarantee to replace defective work and materials during the maintenance period after date of acceptance. The Vendor shall make good all material damaged or destroyed before the final acceptance, the cost thereof shall be included in the prices bid for the various items scheduled in the Bid Proposal.

14. REPLACEMENT OF UNSATISFACTORY PRODUCT

In the event the product supplied is, in the opinion of any Cooperative Agency, not providing satisfactory performance or requires an excessive amount of remedial maintenance, the Vendor shall remove and replace the defective unit(s) as per the original specifications. This will be done within ten (10) days after receiving written notice from the Cooperative Agency. There will be no cost to the Cooperative Agency. Failure to comply may result in the said unit(s) being canceled from the contract and similar units obtained from another contract vendor with transportation costs borne by the original Vendor.

15. WARRANTY

All units are to carry the standard manufacturer's warranty and/or guarantee. A copy of this warranty and/or guarantee is to accompany the unit when delivered. All repairs and replacement under the warranty are to be at no charge for parts, service and labor to the using agency. During the warranty period, if the item supplied is not giving satisfactory performance or requires an excessive amount of remedial maintenance, defined as two or more recalls to fix the same problem, the bidder, after written notice by the using agency that such a situation exists, shall remove and replace the defective unit as per the original specification within ten (10) days of such notice at no cost to the using agency. Failure to comply may result in the unit being canceled and the item supplied by an alternate vendor with the differential in price being paid by the defaulting bidder.

16. INSURANCE REQUIREMENTS

The Vendor shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General Liability, and Professional Liability and shall be subject to approval for adequacy of protection. Certificates of such insurance, naming the City as an additional insured when possible, shall be provided. Insurance requirements are as follows:

- a) Comprehensive General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate; including Products & Completed Operations coverage.
- b) Workers Compensation with NJ statutory limits and Employer's Liability in the amount of \$1,000,000.
- c) Professional Liability in the amount of \$2,000,000 per occurrence and in aggregate.

17. LAWS, ORDINANCES & REGULATIONS

The successful bidder must have all necessary insurances, licenses (if applicable) and pay any inspection fees in accordance with provisions as set forth in laws, ordinances, and regulations by all governmental agencies at his/her own expense. The successful bidder shall be solely responsible for any damage resulting from his/her neglect to obey all laws, regulations, rules, and ordinances. Ignorance regarding such requirements shall in no way serve to modify the provisions of the contract.

The Vendor shall keep fully informed of all Federal and State laws, all local laws, ordinances, safety codes, regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed in his/her service, or which in any way affect his/her service. He/She shall at all times observe and comply with all such laws, ordinances, safety code, regulations, order, or decree, whether by himself/herself or his/her employees.

18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein and if, through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon the application of either party, the contract shall forthwith be physically amended to make such insertion.

SPECIFICATIONS FOR GOODS TO BE SUPPLIED

I. Background

Jersey City, Paterson, and Newark have formed a joint purchasing cooperative for the purposes of acquiring wearable video and audio recording and storage devices to document interactions between police officers and the public that may be used as evidence during criminal investigations (hereinafter, “Body Cameras”). The Body Cameras will be worn by uniformed, on-duty police officers in Jersey City, Paterson, and Newark.

I. BODY CAMERA SPECIFICATIONS AND REQUIREMENTS

Body Camera General Specifications Requirements

- One piece, lightweight, compact unit
- HD 720p full-color minimum video resolution
- Audio recording with built-in microphone (audio mute capability)
- Digital photo functionality with 1280x720 minimum image resolution
- 130° field of view
- Geo-tagging capability
- Low light functionality
- LED on light (front facing)
- Video file time synchronization
- Minimum IP54 dust and water rating
- 4’ Ft drop test
- Locally (in-house) removable, serviceable, and replaceable battery and memory (no factory return requirement)
- Battery charge time from empty to full charge maximum of 4 hours
- 32 GB minimum internal device storage
- 30 second minimum pre-event recording (video and audio) buffer
- 8 hour minimum record time (see above minimum video resolution)
- 8 hour minimum stand-by battery time with pre-event buffer enabled
- 72 hour minimum stand-by battery time with pre-event buffer disabled
- One touch record (or other automated record activation triggers)
- Always-on recording capability
- Configurable automated record triggers
- One touch photo image capture
- Wireless/Wi-Fi data offload/export capability
- Video evidence management software with data integrity, authenticity, and tamper protection tools and processes (more detail below)
- Privacy controls and settings
- Administrator only video review and playback

Service and Warranty Requirements

- 3 Year minimum warranty to include onsite repair and/or replacement of defective, broken, or malfunctioning items
- Available onsite service, maintenance, and customer support
- Some form of customer support available 24 hours a day, 7 days a week, including weekends and holidays
- 4 hour maximum customer service response time for system back end failures, access point failures, or other failures that render devices insufficient for standard use
- Spare units to be provided as well as replacement units if required and at no additional cost
- All onsite service, maintenance, customer support, and/or replacement(s) to be provided under this contract

Video Evidence Management Software

Video evidence management software (“software”) shall be a single comprehensive back-end video file management system that supports all Body Cameras within each individual Cooperative Agency that meets full chain of evidence custodial requirements for the State of New Jersey. The evidence management software shall provide a comprehensive chain of custody from the time of file creation until the file is exported and shall function in accordance with New Jersey State rules. When utilized for court, video evidence shall have the capability to be automatically shared with prosecutors, improving chain of custody and reducing time required for dissemination for effective case management or Freedom of Information Act (FOIA) and/or Open Public Records Act (OPRA) requests where applicable. Additional public trust controls and chain of evidence preservation requirements shall include:

***Hashing Function:** In accordance with FBI Laboratory Services “Best Practices for Maintaining the Integrity of Digital Images and Digital Video”, this software shall use a hashing function method to preserve video/audio integrity and allow for accurate authentication.

***Digital Signature Process:** The FBI recognizes a digital signature process to be acceptable when used along with the hashing function. The resulting hashing function must be encrypted with a specific private key to ensure file integrity. The digital signature shall allow capability to attribute video to an individual.

***Erasure Prevention & Redacting:** The software shall comply with the IACP Performance specification 5.2 (erasure prevention) to ensure users can not erase, alter, or record over previously recorded video and data. However, system administrators shall have the ability to encrypt the original evidence and to authorize and export copies of video from the system to industry standard formats such as MPEG-4 or .wmv for playback outside of the system.

***Multi-level Rules & Permissions:** User rights and group assignments shall be configurable for customizable rules and permissions. The software shall enable mandatory

user password changes consistent with CJIS security standards, enables authentication error locking or access restrictions by changing HTTP port.

***Audit Logging:** Anytime an operation is performed by a specific user, or by the system itself, an entry shall be made detailing the event as it took place, including information about the user and date and time of event. These entries shall be saved to audit logs and shall be easily retrievable.

II. STORAGE REQUIREMENTS

Body Camera Data Storage System General Requirements:

- Video Evidence Management Software to control use and access of data (see section I.)
- PC compatible hardware and software
- Local hardware and software housed internally within individual Cooperative Agency security systems and other protective elements (i.e. firewalls)
- Independent physical deployment at individual Cooperative Agencies under the sole control of the respective law enforcement agencies
- Data and evidence management system server with data upload, exports, storage, and retention capabilities
- System configuration tools including access control, user security, and administration tools
- Remote updates
- Back-end administrator and client
- RAID 10 minimum storage array
- Integration with local network storage and Windows Active Directory (administrators only)
- Flexible search and reporting/exporting tools
- Compliant with policies and procedures of each individual Cooperative Agency

Video Evidence Minimum Storage Requirements

The storage system must be able to store at a minimum of ninety (90) consecutive days of video evidence for all data recorded by Body Cameras and separately for each individual Cooperative Agency. Video storage requirements will be based on 720p HD full color video recording at 30FPS, with an estimate of 4.5 hours of video recording for each Body Camera deployed in a given day.

Wireless Video Upload Requirements

Body Camera recorded audio, video, and pictures shall be automatically uploaded wirelessly when a Body Camera comes into range of a private, secure, wireless access point hotspot (“WAP”) without the intervention or action of a Body Camera user or administrator.

WAPs must utilize 802.11 wireless technologies and must be a secure public safety grade. Each WAP must be positioned in areas for optimal coverage and to facilitate automatic and full data uploads. Minimum coverage for each hot spot must be 150 feet and 360 degrees from normal officer ingress and egress and/or else in other areas that will otherwise allow for full data uploads

without the intervention or action of a Body Camera user or administrator (installation locations will be determined after contract award and on an ongoing basis). Each WAP must be able to support a complete shift for simultaneous connections for video upload without user intervention or delays. Vendor will be responsible for placement, power, and all infrastructures to support WAP operations. No building inspections will occur prior to contract award. Each municipality has the following maximum building locations:

Jersey City Police 10 locations (buildings)
Newark Police 10 locations (buildings)
Paterson Police 4 locations (buildings)

III. TRAINING, SUPPORT AND DEPLOYMENT REQUIREMENTS

Agency Training Requirements

Agency training shall be provided by the Vendor and will be customized based on mutually agreed upon goals set forth by the individual Cooperative Agencies and will occur separately within each Cooperative Agency and may differ between each Cooperative Agency. Information required for training includes but is not limited to applicable code tables, video evidence management and handling processes, and organizational information, as well as information regarding the functionality and uses of Body Cameras. Types of training shall include at least:

- Printed User Manuals
- E-manuals
- Electronic Instruction Manuals
- Help references
- In person training and lectures
- Online tutorials and training videos

Technical Field Support Requirements

Technical onsite support shall be provided to Command Staff, Supervisors, Evidence Technicians, IT administrators and other required key OPS/Support Personnel throughout the testing and deployment phases for each of the individual Cooperative Agencies.

Consulting & Deployment Services Requirements

Vendor shall provide staff to provide expert consulting and technical recommendations from pre-deployment planning to successful Body Camera implementation including:

- Delivery and staging of all hardware components
- Ensuring seamless Body Camera and related software and hardware updates
- Integration of Active Directory or Single Log-in requirements
- Integration with mobile VPN or other network management software
- Building user profiles and access levels
- End user training

- Administrative / evidence technician training
- Operations support and network management training
- Transition to self-sufficiency and ongoing support

Vendor must provide an overview of all service and support plans, programs, and tools as a part of the response.

Life Cycle Services Requirements

Vendor shall provide a team of experts who will follow the deployment for each Cooperative Agency through every phase of the information technology lifecycle, assuring a well-planned, efficient and thorough product deployment with minimal disruption to the Cooperative Agencies, IT and operations.

BID FORM

The undersigned, having read the Notice to Bidders and the Bid Specifications attached hereto, hereby agrees to Furnish and Deliver, F.O.B. destination, freight prepaid, to the various offices of the Cooperative Agencies as listed in Attachment 1, the items, in strict accordance with this specification, as listed on the following pages.

This contract will be awarded as an open - end contract. The minimum and maximum number of quantities for each item are as stated. If zero is the minimum, the Cooperative Agency is not obligated to order any quantities of that item during the contract term. Regardless of the set minimum quantity, the vendor is still required to fill any order that the Cooperative Agency places during the contract term until the maximum quantity is reached.

The quantities provided are for bidding purposes only. The Cooperative Agencies shall be permitted to purchase the minimum or maximum as indicated below. Where the minimum quantity is zero (0), the Cooperative Agency shall not be obligated to order any quantities. The quantity indicated is intended to be used during a one year period of this contract. Any unused balance shall be automatically canceled at the termination of this contract.

Item	Description	Quantity	Unit Price	Minimum Contract Amount (unit price x min. quantity)	Maximum Contract Amount (unit price x max. quantity)
1: Body Cameras and Requirements (all items in Part 1)	Jersey City	100-1200			
	Newark	100-1000			
	Paterson	0-1000			
2: Storage Requirements (all items in Part II; Wireless Access points require different quantities)	Jersey City Storage Systems	0-10			
	Jersey City Wireless Access Points	0-10			
	Newark Storage Systems	0-10			
	Newark Wireless Access Points	0-10			
	Paterson Storage Systems	0-4			
	Paterson Wireless Access Points	0-4			
3: Training, support, and deployment requirements (all items in Part III)		EXAMPLE QUANTITIES*	Unit Price	Extended Amount (Unit Price x Example)	
	Jersey City	200 hours	\$__ /hr		
	Newark	200 hours	\$__ /hr		
	Paterson	200 hours	\$__ /hr		

***Example is only for purposes of evaluating prices in this bid specification and does not reflect actual quantities, which shall be determined on an as needed basis.**

GRAND TOTAL PRICE

The Lead Agency will use the Grand Total Price calculated by using the following formula:

(Maximum Contract Amount stated for JERSEY CITY Item 1) + (Maximum Contract Amount stated for JERSEY CITY Item 2) + (Extended Example Amount for JERSEY CITY Item 3)

= **GRAND TOTAL PRICE**

(Grand Total Price in Writing)

\$

(Grand Total Price in Figures)

This contract will be awarded to the lowest responsible bidder based upon the lowest Grand Total Price. The Vendor shall be paid based on the quantities ordered multiplied by the unit price.

The undersigned is: (Please check only one)

_____ Willing to provide the item(s) hereby bid upon to the other Agencies of the Urban Municipality Purchasing Cooperative #254UMPC, without substitution or deviation from specifications, size, features, quality, price or availability as set forth in this specification. It is understood that orders will be placed directly by the other Cooperatives Agencies by separate contract, subject to the overall terms of this bid specification which shall become a part of the Master Contract to be awarded by Jersey City. It is also understood that no additional service or delivery charge shall be levied except as permitted by these specifications, and that orders shall not be accepted from the Cooperatives Agencies which cause the aggregate cost for the total Agencies contracts to exceed the contractual amount by twenty percent.

_____ Not willing to extend prices to the other agencies as described above. It is understood that this will not adversely affect consideration of this bid with respect to the needs of the Lead Agency.

Pursuant to N.J.S.A. 40A: 11-15, the Cooperative System shall have the option to renew the contract for up to two additional one-year terms. The Cooperative System shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the Cooperative System exercises its option to renew the contract, the vendor must accept the contract renewal. Any price change included as part of a renewal shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the twelve months preceding the most recent quarterly calculation available at the time the contract is renewed. Index rate means the rate of annual percentage increase, rounded to the nearest half- percent, in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services, computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

ADDITIONAL BID REQUIREMENTS

THE MASTER CONTRACT SHALL BE SIGNED BY THE VENDOR AND THE LEAD AGENCY WITHIN TWENTY-ONE (21) DAYS (SUNDAYS AND HOLIDAYS EXCEPTED) FROM THE AWARD OF SAID CONTRACT BY THE MUNICIPAL COUNCIL.

IN THE EVENT THAT THE PARTIES MISS THIS DEADLINE, THE PARTIES MAY AGREE IN WRITING TO AN EXTENSION OF THE TIME LIMIT SET FORTH ABOVE AT THE REQUEST OF THE CONTRACTING UNIT.

BIDDERS ARE REQUESTED TO FURNISH THE MANUFACTURER AND BRAND NAME OF THE PRODUCT ON WHICH THEY BID. FAILURE TO DO SO WILL RENDER BID INFORMAL.

IF BIDDER IS A PARTNERSHIP, UNDER SEPARATE COVER, LIST NAME OF PARTNERS WHO OWN TEN (10%) OR MORE OF THE PARTNERSHIP, IF A CORPORATION, LIST NAMES OF THOSE STOCK HOLDERS HOLDING TEN (10%) PERCENT OR MORE OF ITS STOCK (SEE ATTACHED FORM).

THE LEAD AGENCY RESERVES THE RIGHT IN PROTECTION OF THE BEST INTEREST OF THE COOPERATIVE TO WAIVE ANY TECHNICAL ERROR, TO REJECT ANY BID, OR ALL BIDS, OR ANY PART THEREOF FOR ANY REASON WHATSOEVER.

BUY AMERICAN - MATERIALS USED IN FILLING ANY CONTRACT RESULTING FROM THIS BID PROPOSAL MUST BE OF AMERICAN MANUFACTURER OR AMERICAN GROWN – WHENEVER AVAILABLE.

BIDDERS ARE REQUIRED TO COMPLY WITH THE REQUIREMENTS N.J.S.A. 10:5-31 ET SEQ. AND N.J.A.C. 17:27. REFER TO EXHIBIT A MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE FOR GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS. VENDORS FOR GOODS AND SERVICES, THAT ARE NOT SUBJECT TO FEDERALLY APPROVED OR SANCTIONED AFFIRMATIVE ACTION PROGRAM 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:

- I. A PHOTOCOPY OF A VALID LETTER THAT THE VENDOR IS OPERATING UNDER AN EXISTING FEDERALLY APPROVED OR SANCTIONED

AFFIRMATIVE ACTION PROGRAM (GOOD FOR ONE YEAR FROM THE DATE OF THE LETTER); OR

- II. A PHOTOCOPY OF A CERTIFICATE OF EMPLOYEE INFORMATION REPORT APPROVAL, ISSUED IN ACCORDANCE WITH N.J.A.C. 17:27-4;
- III. A PHOTOCOPY OF AN EMPLOYEE INFORMATION REPORT (FORM AA302) PROVIDED BY THE DIVISION AND DISTRIBUTED TO THE PUBLIC AGENCY TO BE COMPLETED BY THE VENDOR, IN ACCORDANCE WITH N.J.A.C. 17:24-4. REFER TO EXHIBIT A (MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE FOR GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE VENDORS) AND ADDITIONAL EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS FOUND AT THE BACK OF THE PROPOSAL, ANY QUESTIONS CONCERNING COMPLIANCE MAY BE DIRECTED TO: JEANA F. ABUAN, AA/P.A.C.O. AT 280 GROVE ST., ROOM 103, JERSEY CITY, NEW JERSEY 07302 AT TELEPHONE NUMBER (201) 547-4533 OR TO PETER FOLGADO, DIRECTOR OF PURCHASING AT 394 CENTRAL AVE., 2ND FLOOR, JERSEY CITY, NEW JERSEY 07307 AND AT TELEPHONE (201) 547-5155/5156.

BIDDERS ARE ALSO REQUIRED TO COMPLY WITH THE REQUIREMENTS OF P.L. 2004 C. 57 WHICH INCLUDES THE REQUIREMENT THAT VENDORS PROVIDE COPIES OF THEIR BUSINESS REGISTRATION CERTIFICATE ISSUED BY THE NEW JERSEY DEPARTMENT OF TREASURY.

THE BID IS NOT TRANSFERABLE.

DURING THE CONTRACT TERM, VENDOR WILL BE REQUIRED TO DELIVER MATERIALS AS AND WHEN NEEDED AT NO ADDITIONAL COST TO THE COOPERATIVE AGENCY, WITHIN THIRTY BUSINESS DAYS OF VENDOR'S RECEIPT OF THE COOPERATIVE AGENCY'S PURCHASE ORDER.

THE TERM OF THE CONTRACT SHALL BE ONE-YEAR COMMENCING THE FIRST BUSINESS DAY OF THE MONTH FOLLOWING THE CONTRACT AWARD BY THE CITY COUNCIL. BID PRICES SHALL REMAIN FIRM FOR THE DURATION OF THE CONTRACT.

BID PROPOSAL MUST COMPLY STRICTLY IN ACCORDANCE WITH SPECIFICATIONS LISTED HEREIN.

ALL QUOTATIONS MUST BE TYPEWRITTEN OR WRITTEN IN INK. PENCIL QUOTATIONS WILL AUTOMATICALLY RENDER BID INFORMAL.

THIS BID MUST BE ACCOMPANIED WITH A BOND OR CERTIFIED CHECK FOR \$5,000.00. BOND MUST BE FROM A SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF NEW JERSEY. A PERFORMANCE BOND IS NOT REQUIRED FOR THIS CONTRACT.

SCHEDULE OF SUBMITTALS BY BIDDER

SUBMITTAL ITEM TIME OF SUBMISSION NON COMPLIANCE

Bid Proposal*	Time and Date of Bid Reception	Bid Rejected
Non-Collusion Affidavit	With Bid Proposal or within 24 Hours of Bid Opening	Bid May Be Rejected
Corporation or Partnership Statement*	With Bid Proposal	Bid Rejected
Form MWBE- Minority / Woman Questionnaire for Bidders	With Bid Proposal or within 24 Hours of Bid Opening	Bid May Be Rejected
Exhibit A: Mandatory Equal Employment Opportunity Language	With Bid Proposal or within 24 Hours of Bid Opening	Bid May Be Rejected
Bid Guarantee*	With Bid Proposal	Bid Rejected
NJ Business Registration Certificate	With Bid Proposal or prior to contract award	Bid May Be Rejected
Execution of Contract agreement	Within 30 days of Receipt of Purchase Order	Forfeiture of Bid Security
Product Certifications	Prior to delivery to site	Removal of Unapproved Materials or Default of Contract
Written Acknowledgement of addenda (if issued) pursuant to <u>N.J.S.A. 40A:11-23.2(e)</u> *	With Bid Proposal	Bid Rejected

Failure to include the bid documents listed immediately above that are marked with an asterisk (*) shall result in automatic rejection of the bid at the time of the bid reception.

The Vendor shall provide all submittals required under this Contract whether or not listed above.

**BIDDER'S CERTIFICATION OF COMPLIANCE WITH BID
PROPOSAL FOR**

**PUBLIC SAFETY BODY CAMERAS FOR THE
URBAN MUNICIPALITY PURCHASING COOPERATIVE**

PART I - Bidder's Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____ (name of business entity) has submitted a bid proposal in response to the Bid Specification for supplying **Public Safety Body Cameras for the Urban Municipality Purchasing Cooperative**. I further certify that the products being offered either meet or exceed the requirements of the Bid Specification.

____ Place a check mark here if Bidders is also the manufacturer of the product. If the Bidder is not the manufacturer, the Bidder must also submit with its bid proposal a Manufacturer's Certification of Compliance.

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 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 _____, 201__ (Affiant)

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

**MANUFACTURER'S CERTIFICATION OF COMPLIANCE WITH BID
PROPOSAL FOR**

**PUBLIC SAFETY BODY CAMERAS FOR THE
URBAN MUNICIPALITY PURCHASING COOPERATIVE**

PART I- Manufacturer's Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____ (name of business entity) is the manufacturer of the product being offered by _____ (name of bidder) in response to the Bid Specification for supplying **Public Safety Body Cameras for the Urban Municipality Purchasing Cooperative**. I further certify that the products being offered either meet or exceed the requirements of the Bid Specification.

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** _____, **201**____ **(Affiant)**

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

BID BOND OR CHECK

**PUBLIC SAFETY BODY CAMERAS FOR THE
URBAN MUNICIPALITY PURCHASING COOPERATIVE**

Attached herewith is a (check one)

(Cashier's check)

(certified check)

(Bid bond)

in the amount of **\$5,000.00** as stated in Article 8, Page 4.

The undersigned agrees that this check or bond is to be forfeited as liquidated damages and not as a penalty, if the contract is awarded to the undersigned and he shall fail to execute the contract for the project or forward the bond required within the stipulated time. Otherwise, the check or bond will be returned to the undersigned.

The undersigned is (an individual)
(a corporation) under the laws
(a partnership)

of the State of
at

having offices

Signed

Name

Title

Company

Address

Phone (____) _____

Fax (____) _____

(Seal if Bid is by a Corporation)

**ADDENDUM ACKNOWLEDGEMENT FORM
GOODS AND GENERAL SERVICES CONTRACTS**

The undersigned acknowledges receipt of the following addenda to the bidding document:

**THE COMPLETED ACKNOWLEDGEMENT OF ADDENDA FORM
SHOULD BE RETURNED WITH BID RESPONSE PACKAGE: NOT TO
BE SENT SEPARATELY**

NOTE: Failure to acknowledge receipt of all addenda will cause the bid to be considered non-responsive. Acknowledged receipt of each addendum must be clearly established and included with the bid pursuant to N.J.S.A. 40A:11-23.2 (e).

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Name of Bidder: _____

Street Address: _____

City, State, Zip _____

Authorized Signature: _____

Date: _____

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).

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

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

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

(REVISED 4/13)

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print): _____

Representative's Signature: _____

Name of Company: _____

Tel. No.: _____

Date: _____

Sample Letter of Federally Approved Affirmative Action Plan

U.S. Department of Labor

Employment Standards Administration
Office of Federal Contract
Compliance Program



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

February 27, 19__

Reply to the attention of:

President

Dear

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

We found no apparent deficiencies or violations of Executive Order 11246, as amended. Section 503 of the Rehabilitation Act of 1973 or of 38 USC 2012 (the Vietnam Era Veterans' Readjustment Assistance Act). Accordingly, your establishment is deemed to be in compliance with these laws based on the material reviewed.

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

Sincerely,

Area Office Director



State of New Jersey

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE & PROPERTY
CONTRACT COMPLIANCE AUDIT UNIT
EEO MONITORING PROGRAM
P.O. BOX 206
TRENTON, NJ 08625-0206

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

ISSUANCE OF CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a \$75.00 fee.

On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. Upon the Division's receipt of a properly completed renewal application and \$150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Enclosure(s) (AA-01 Rev. 11/11)

Sample Certificate of Employee Information Report

VOID

Certification _____

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor listed includes has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.3 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of _____.



State Treasurer

VOID

Sample Employee Information Report Form AA302

Form AA302
Rev. 11/11

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT LEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: <http://www.state.nj.us/treasury/contract/compliance/pdf/aa302r11v.pdf>

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY _____ 2. TYPE OF BUSINESS
 1. MFG 2. SERVICE 3. WHOLESALE
 4. RETAIL 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 INDICATED) _____ CITY _____ STATE _____ ZIP CODE _____

7. CHECK ONE IF THE COMPANY: SINGLE-ESTABLISHMENT EMPLOYER 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 _____ NAUG. 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 LEO-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?
 1. Visual Survey 2. Employment Record 3. Other (Specify) _____

13. DATES OF PAYROLL PERIOD USED
 From: _____ To: _____

14. IS THIS THE FIRST Employee Information Report Submitted?
 1. YES 2. NO

15. IF NO, DATE LAST REPORT SUBMITTED
 MO. _____ DAY _____ YEAR _____

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) _____

Sample Employee Information Report Form AA302

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

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

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

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

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

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

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

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

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

ITEM 8 - If "Multi-establishment" was entered in item 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. This is not applicable if you are renewing a current Certificate.

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

Racial/Ethnic Groups will be defined:

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

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

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

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the 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 A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY (FEE IS NON-REFUNDABLE), TO:

NJ Department of the Treasury
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program
P.O. Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

Sample Duplicate Certificate of Employee Information Report Request

Form Duplicate Cert.
Rev. 11/11

Print Form



**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
Division of Purchase & Property, Contract Compliance Audit Unit
EEO Monitoring Program**

DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

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

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. ASSIGNED CERTIFICATION NUMBER	ISSUE DATE	EXPIRATION DATE
3. COMPANY NAME			
4. STREET			
	CITY	COUNTY	STATE
			ZIP CODE
5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE			
<input type="checkbox"/> 1. Lost Certificate <input type="checkbox"/> 2. Damaged <input type="checkbox"/> 3. Other (Specify)			

SECTION B - SIGNATURE AND IDENTIFICATION

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

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

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE:	DIVISION OF REVENUE DLN #:

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

- 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** - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).
- ITEM 3** - Enter the name by which the company is identified.
- ITEM 4** - Enter the physical location of the company. Include City, County, State and Zip Code.
- ITEM 5** - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.
- ITEM 6** - Print or type the name of the person completing the form. Include the signature, title and date.
- ITEM 7** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

RETAIN A COPY OF THIS REQUEST FOR THE VENDOR'S OWN FILES AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$75.00 (Non-Refundable Fee) PAYABLE TO "THE TREASURER, STATE OF NEW JERSEY" TO:

**NJ Department of the Treasury
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program
PO Box 206**

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

**RENEWAL PACKAGE
FOR CERTIFICATE OF
EMPLOYEE
INFORMATION REPORT**



State of New Jersey

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PUBLIC CONTRACTS
EQUAL EMPLOYMENT OPPORTUNITY
COMPLIANCE
P.O. BOX 209
TRENTON, NJ 08625-0209

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

RENEWAL NOTICE

The Certificate of Employee Information Report (hereinafter referred to as the "State Certificate") issued by this Division is due to expire within the next 90 days. In order for your firm to continue to provide a current State Certificate for public contract awards, you must apply for renewal by properly completing the following renewal documents:

1. The Employee Information Report Form AA-302 for the facility indicated on the "State Certificate" and any additional New Jersey facilities, with a check in the amount of \$150.00 payable to "the Treasurer, State of New Jersey" (fee is non-refundable) and
2. The Vendor Activity Summary Report forms, one for each of the four (4) personnel activities noted (new hires, promotions, transfers and terminations etc.) for the previous "State Certificate" period, or
3. If you are operating under a federally approved affirmative action plan, a photocopy of the letter of Federal Approval issued by the US Department of Labor, Office of Federal Contract Compliance Programs, not greater than one year old, may be submitted to the awarding agency in lieu of the State Certificate. Please do not submit an EEO-1 Report as it will not be accepted.

All goods, service and professional service vendors are encouraged to complete and file these renewal documents electronically by accessing the Division's website at www.state.nj.us/treasury/contract_compliance. This website provides access to the Forms in electronic format or on-line internet submission registration via the internet. Or you may call the Division at (609) 292-5473 and a representative will be available to assist you. Please have your certificate number ready when calling. Your certificate number is noted at the end of your company name on your mailing label.

Upon receipt of the above-referenced documents, the Division will approve or reject your application within sixty (60) days of submission. If your application is approved, the Division will issue a Certificate provided your firm meets the standards of good faith compliance with the Affirmative Action Regulations set forth in N.J.A.C. 17:27-1.1 et seq. Periodic reviews may be conducted and additional information may be requested, as required by the Division. In all instances, however, a copy of the Certificate must be presented to the public agency awarding the contract, prior to the award of the contract.

(AA-02 Rev. Mar-10)

**NEW INSTRUCTIONS FOR COMPLETING THE
EMPLOYEE INFORMATION REPORT (FORM AA302) RENEWAL
DISREGARD INSTRUCTIONS ON PRE-PRINTED FORM REV. 1/00**

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

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

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

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

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

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

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

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

ITEM 8 - If "Multi-establishment" was entered in item 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 - Not Applicable.

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 Phillippine 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 - Not Applicable.

ITEM 15 - Not Applicable.

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 RENEWAL FORM (AA302) AND RETAIN THE PINK COPY FOR THE VENDOR'S OWN FILES. FORWARD THE REMAINING TWO (2) WHITE AND CANARY COPIES WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY TO:

NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
P.O. Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY

Division of Public Contracts Equal Employment Opportunity Compliance

DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

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

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. ASSIGNED CERTIFICATION NUMBER	ISSUE DATE	EXPIRATION DATE

3. COMPANY NAME

4. STREET	CITY	COUNTY	STATE	ZIP CODE

5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE

1. Lost Certificate 2. Damaged 3. Other (Specify)

SECTION B - SIGNATURE AND IDENTIFICATION

6. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR

7. ADDRESS NO. & STREET	CITY	COUNTY	STATE	ZIP CODE	PHONE (AREA CODE, NO., EXTENSION)

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

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE:	DIVISION OF REVENUE DLN #:

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

- 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 - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).
- ITEM 3 - Enter the name by which the company is identified.
- ITEM 4 - Enter the physical location of the company. Include City, County, State and Zip Code.
- ITEM 5 - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.
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- ITEM 7 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

RETAIN A COPY OF THIS REQUEST FOR THE VENDOR'S OWN FILES AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$75.00 (Non-Refundable Fee) PAYABLE TO "THE TREASURER, STATE OF NEW JERSEY" TO:

NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
PO Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

INSTRUCTIONS

VENDOR ACTIVITY SUMMARY REPORTS

1. You should complete 4 blank Vendor Activity Summary Reports with your AA-302, Employee Information Report Renewal Application package. These 4 Reports are to be completed for new hires, promotions, transfers and terminations that took place between the time you received your Certificate of Employee Information Report (hereafter referred to as "Certificate") and the date of your Renewal Application.
2. The Vendor Activity Summary Reports must be completed to show your firm's total personnel actions for the previous Certificate period. For example, if your firm renews its Certificate every 3 years, one of the reports should indicate the total number of people hired during the entire 3-year period during which you held the Certificate. Another report should indicate the total number of people terminated during that 3-year period. The third report should indicate the total number of people transferred during that 3-year period and the final report should indicate the total number of people promoted during that 3-year period. Please note, there is no need to re-state the information provided on the AA-302 form.

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
 Division of Contract Compliance & Equal Employment Opportunity
 VENDOR ACTIVITY SUMMARY REPORT

CERTIFICATE NO. _____
 NAME OF FACILITY: _____
 DATES OF PAYROLL PERIOD USED: FROM _____ TO _____

Street _____ City _____ County _____ State _____ Zip Code _____

JOB CATEGORIES	MALE					FEMALE						
	Total	Black	Hispanic	AM Indian	Asian	Non-Min.	Total	Black	Hispanic	AM Indian	Asian	Non-Min.
OFFICIALS & MANAGERS												
PROFESSIONALS												
TECHNICIANS												
SALES WORKERS												
OFFICE & CLERICAL												
CRAFTWORKERS												
OPERATIVES												
LABORERS												
SERVICE WORKERS												
TOTAL												

I certify that the information on this form is true and correct.
 NAME OF PERSON COMPLETING FORM (Print or Type) _____ SIGNATURE _____
 LAST FIRST MI DATE SUBMITTED _____

ADDRESS (NO. & STREET) _____ (CITY) _____ (STATE) _____ (ZIP) _____
 PHONE (AREA CODE, NO., EXTENSION) _____

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

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

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

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

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

Representative's Name/Title Print: _____

Representative's Signature: _____

Name of Company: _____

Tel. No.: _____ Date: _____

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

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

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

Business Name : _____

Address : _____

Telephone No. : _____

Contact Name : _____

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

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

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

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

Business Name: _____

Address: _____

Telephone No. : _____

Contact Name: _____

Please check applicable category:

_____ Minority Owned Business (MBE)

_____ Minority & Woman Owned
Business (MWBE)

_____ Woman Owned business (WBE)

_____ Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

“New Jersey Business Registration Requirements” For Goods, Professional Service and General Service Contracts

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 1 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 GAMING SERVICE CONTRACTORS**

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLERK REGISTRATION
TAXPAYER IDENTIFICATION: 37-047-322500	CERTIFICATE NUMBER: 1093907
ADDRESS: 247 ROBINSON AVE TRENTON, NJ 08611	ISSUANCE DATE: October 14, 2004

John S. Early

**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	247 ROBINSON AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004

For Office Use Only:
20041014112023623