



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

**MEDICAL SERVICES FOR
CITY EMPLOYEES INJURED ON THE JOB**

SUBMISSION DEADLINE:

11:00 AM
October 30, 2014

ADDRESS ALL PROPOSALS TO:

Peter Folgado, Purchasing Agent
394 Central Avenue – 2nd Floor
Jersey City, NJ 07307

SECTION 1: GENERAL INFORMATION & SUMMARY

1.1 Organization Requesting Proposal

City of Jersey City
Department of Administration / Office of Risk Management
280 Grove Street - Room 320
Jersey City, NJ 07302

1.2 Contact Person

Peter Folgado, Purchasing Agent
Department of Administration / Division of Purchasing
394 Central Avenue - 2nd Floor
Jersey City, NJ 07307
(201) 547-5156
Peterf@icnj.org

1.3 Procurement Process

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

The City Council will vote to approve a resolution awarding a contract to the Contractor for a sum not to exceed a specified amount and for a term of one year.

1.4 Contract Form

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

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

1.5 Informational Meeting and Interviews

There will not be an informational meeting for this RFP process. However, after the submission of proposals, Respondents are required to be available for interviews with City staff.

1.6 Submission Deadline

Proposals must be submitted to, and be received by the Department of Administration, Division of Purchasing, via mail or hand delivery, by 11:00 a.m. prevailing time on October 30, 2014. Proposals will not be accepted by facsimile transmission or e-mail.

1.7 Opening of Proposals

Proposals shall be opened in public at 11:00 a.m. prevailing time on October 30, 2014 in the Division of Purchasing Conference Room, located at 394 Central Avenue, 2nd Floor, Jersey City,

NJ.

1.8 Definitions

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

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

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

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

"MSO" refers to the organization that will provide the services requested in this RFP

1.9 Submission Address

All proposals should be sent to:

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

SECTION 2: INTRODUCTION AND GENERAL INFORMATION

2.1 Introduction and Purpose

The City is seeking proposals from qualified Respondents to provide medical services to City employees that have been injured on the job.

2.2 Fair and Open Process

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

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

2.3 Evaluation

Proposals will be reviewed and evaluated by the City's Risk Manager and the City's Insurance Fund Commission. The proposals will be reviewed to determine if the Respondent has met the professional, administrative, and subject areas described in this RFP.

2.4 Procurement Schedule

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

Activity

1. Issuance of Request for Proposals
2. Receipt of Proposals
3. Completion of evaluation of Proposals
4. Award of contract

Date

October 10, 2014
October 30, 2014
November 25, 2014
December 17, 2014

2.5 Addenda or Amendments to RFP

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

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

Subsequent to issuance of this RFP, the City (through the issuance of addenda to all Respondents that have received a copy of the RFP) may modify, supplement or amend the provisions of this

RFP in order to respond to inquiries received from prospective Respondents or as otherwise deemed necessary or appropriate by (and in the sole judgment of) the City.

2.6 Rights of the City

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

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

2.7 Cost of Proposal Preparation

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

2.8 Proposal Evaluation

Proposals will be evaluated by the Risk Manager and Insurance Fund Commission based on the specific criteria detailed in Section 6.

2.9 Written Proposal

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

2.10 Oral Presentation

Not required for this RFP

2.11 Additional Requirements

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

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

Section 7 of this document describes general terms and conditions. Section 8 of this document

contains required administrative forms which must accompany all proposals. Exclusion of any required form is grounds for rejection of proposals.

2.12 Disposition of RFP

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

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

SECTION 3: WRITTEN PROPOSAL FORMAT

Proposals must address all information requested in this RFP. Proposals which in the judgment of the City fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

3.1 Mandatory Content

Each proposal submitted must contain the fifteen (15) sections described below:

- Title Page
- Table of Contents
- Executive Summary
- Background
- Scope
- Objectives
- Project Approach
- Project Organization
- Project Workplan (including project organization, critical success factors and risks)
- Key Dates & Deliverables
- The City of Jersey City Responsibilities
- Staffing
- Assumptions
- Timing & Fees
- Appendices/Other

The information requested by the sectional format described above is further defined.

3.2 Title Page

The proposal should include a title page, which identifies the project; the Respondent's firm, name of the Respondent's primary contact, address, telephone number, fax number and email address.

3.3 Table of Contents

The Respondent's proposal should include a Table of Contents, which lists the titles and page numbers for each major topic and sub-topic contained in the proposal.

3.4 Executive Summary

This section should include a summary of the key points and highlights of the Respondent's response and should discuss the pricing contained in the proposal.

3.5 Background

In this section of the proposal, the Respondent should review its understanding of the business drivers behind the City's strategy.

3.6 Scope

In this section of the proposal, the Respondent should state what it believes to be the scope of the intended strategy within the City. If there are any gaps between what the Respondent believes should be the proper scope of the solution given all information known at the time of this RFP, the Respondent should clearly state these gaps in this section and clearly mark these concerns as such.

3.7 Objectives

In this section of the proposal, the Respondent should state what it believes to be primary objectives for each element of the plan. Respondents may choose to offer suggestions to the City on how objectives for this type and size of a phased project should be measured throughout the life of the implementation, to ensure success in delivery of every business priority.

3.8 Project Approach

A general discussion of the approach the Respondent is proposing should be contained in this section. This should include detail of all assumptions being made to accomplish the desired approach. A discussion of the high level tasks and key milestones should be described in this section and tie directly or be referenced directly to deliverables in the work plan.

3.9 Project Organization

The Respondent should detail in this section, the organizational structure it believes necessary to accomplish the services required by the City. Support of, and utilization of Minority and Women Owned Business Enterprises, consistent with the City's policies, should be described.

Minimum qualifications for each role should be identified. In addition, the time commitment (both percentage and number of hours) for each resource, based on the priorities defined for in the Business Requirements, should be clearly stated.

3.10 Project Work Plan

In addition to providing a high-level project work plan, this section should describe each of the , activities and tasks that the City should execute to achieve success. In addition to the tasks, it is assumed that the Respondent will identify the resources needed to complete the associated task, and that the resource identified will have been included in the project organizational structure. All assumptions that were made to complete the project plan should be documented in this section.

The work plan should present a picture of key activities, milestones, key dates, etc. necessary to deliver this project. The City recognizes that each Respondent brings its own methodology and work plan.

3.11 Key Dates & Deliverables

This section should present a summary of key dates, milestones and associated deliverables found in the work plan. A description of what the City should expect to see and/or receive on the associated date should be described and/or presented as examples.

3.12 Jersey City Responsibilities

In this section, the Respondent should clearly describe any assumptions relating to the responsibilities and/or commitments the Respondent is expecting of the City throughout the life of this project.

3.13 Staffing

A discussion of the project team that will be utilized should be contained in this section. The City requests that as part of the discussion here, the Respondent state exactly the role the proposed Respondent team member will assume on each phase and detail the qualifications for the role that the team member possesses.

3.14 Assumptions

In this section, Respondents should state any assumptions being made relating to any part of the proposal or project strategy.

3.15 Fees

In this section, please describe the fees the Respondent is proposing for the implementation. Fees should be submitted on a flat annual fee. Respondents should also submit proposed fees for services provided to injured employees should this contract be cancelled or non-renewed.

It is important to note that pursuant to N.J.S.A 40A:5-16, the City is prohibited from paying for goods or services before they have been provided. Therefore, any proposals which specify payment upon contract signing will be deemed unresponsive and rejected.

3.16 Appendices / Other

This section should include at minimum: Respondent qualifications, references and resumes. If Respondents think that other materials are necessary (such as promotional literature, white papers, etc) they should provide them in a separate document clearly labeled "Additional Materials" in order to adhere to the 30 page maximum guideline for proposal length. Note that these materials may or may not be reviewed by all evaluators and will not be part of the official evaluation.

SECTION 4: SCOPE OF SERVICES

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

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

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

Specialist Care - when a primary care physician determines that an injured employee requires the consultation or treatment by a specialist then the specialists services should include but should not be limited to orthopedic, neurological, pulmonary, ENT and surgery (general, orthopedic, arthroscopic and neurology). The City reserves the right to reject any specialists submitted with the proposal. A letter from each listed specialist must accompany the proposal acknowledging their participation in the program.

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

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

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

Primary care physicians must have privileges at JC Medical Center – Barnabas Health and CarePoint Health – Christ Hospital. If the MSO's primary care physicians do not have

privileges in these hospitals, then Respondent must explain how the MSO will cover these hospitals and facilitate admissions.

After the initial visit, the MSO must submit a status report to the Office of Risk Management by noon the next business day. Handwritten reports are acceptable if a typed copy is provided within 48 hours. The form of these status reports will be determined prior to execution of the agreement to provide services. Full narrative reports on any employee who will be out of work more than seven (7) days must be submitted within seven (7) business days to the Office of Risk Management. The MSO must immediately report to the Office of Risk Management if an employee has been ordered off duty.

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

The following historical information is provided to assist Respondents with a basis to propose their flat annual fee but does not predict or in any way limit the number of cases that may be handled.

Date Range	New Claim Consultation	Follow-up Evaluations
01/01/2011 – 12/31/2011	284	674
01/01/2012 – 12/31/2012	294	699
01/01/2013 – 12/31/2013	351	636

SECTION 5: PROPOSAL SUBMISSION REQUIREMENTS

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

5.1 Number of Copies

Respondents must submit one signed original and two (2) copies of their proposals.

5.2 Proposal Media

Proposals forwarded by facsimile or e-mail will not be accepted, however Respondents may alternately submit one (1) signed original and one (1) softcopy version (PDF only) on CD.

Please note that the City will not be responsible for CDs or softcopy files which cannot be opened, and that this may be grounds for rejection.

5.3 Proposal Format

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

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

5.4 Proposal Length

The exact presentation and layout format of proposals is up to the discretion of the Respondent, however a maximum length of thirty (30) pages is strongly suggested.

5.5 Submission Deadline

Proposals must be received by the City no later than 11:00 a.m. prevailing time on October 30, 2014 and must be mailed or hand-delivered.

5.6 Required Information

- a) Last two (2) company audited financial annual reports
- b) Financial statements of company owners/principles
- c) Resumes of those responsible for servicing the contract.
- d) References from NJ clients serviced by your organization.
- e) Evidence of adequate general liability, medical malpractice and workers' compensation insurance.
- f) Certificate of Incorporation (if applicable)
- g) Copy of license(s) issued by the State of New Jersey authorizing MSO to do business in New Jersey.
- h) New Jersey Business Registration Certificate

- i) Mandatory Affirmative Action Language (see appendix A)
- j) Respondents must submit with proposals a Certification of Compliance with the City's Contractor Pay-to-Play reform Ordinance 08-128 adopted on September 8, 2008 (blank certification is attached)

SECTION 6: PROPOSAL EVALUATION

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

6.1 Evaluation Methodology

Proposals will be evaluated by the Risk Manager and the Insurance Fund Commission on the basis of which is the most advantageous, and this evaluation will consider the following:

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

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

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

6.3 Commitment to Diversity

Support of, and utilization of Minority and Women Owned Business Enterprises (MBE/WBE), and/or Locally Owned Business Enterprises consistent with the City of Jersey City policies, should be described.

6.4 Oral Presentation Guidelines

Not required for this RFP

6.5 Final Evaluation

The City will select the most advantageous Proposal Statement based on the all of the evaluation factors set forth in this RFP, and make the award in the best interest of the City. Each Proposal must satisfy the objectives and requirements detailed in this RFP. The successful Respondent shall be determined by an evaluation of the total content of the Proposal Statement submitted.

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

6.6 Contract award

A contract will be awarded as a professional service agreement pursuant to the "fair and open provisions of the "New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4 *et seq.* for a term one (1) year.

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

SECTION 7: GENERAL TERMS AND CONDITIONS

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

7.1 City's Right To Reject

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

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

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

7.2 Original / Authorized Signatures

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

7.3 Delivery of Proposals

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

7.4 Affirmative Action Requirements

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

Goods and Services (including professional services) consultants/contractors shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- a. A photo copy of a valid letter that the contractor is operating under an existing Federally

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

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

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

7.5 Business Registration Certificate

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.).

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

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

7.6 Clarification of RFP

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

7.7 Indemnification

The Respondent , if awarded the contract, agrees to protect, defend, indemnify and save harmless the City against damage for payment for the use of any patented material, process, article or device that may enter into the manufacture, construction or form a part of the work covered by

either order or contract, and further agrees to indemnify and save harmless the City from suits or actions of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by any party or parties by, or from, any of the acts of the contractor, its servants or agents.

7.8 Insurance Requirements

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

- A. Comprehensive General Liability in the amount of \$2,000,000
- B. Workers Compensation in the statutory amount of \$100,000 and Employer's Liability in the amount of \$1,000,000
- C. Automobile Liability in the amount of \$1,000,000
- D. Professional Liability in the amount of \$2,000,000

7.9 Termination

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

7.10 City of Jersey City "Pay-to-Play" Ordinance

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

SECTION 8: REQUIRED ADMINISTRATIVE FORMS

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

CITY OF JERSEY CITY

PROJECT: **Workers' Compensation Medical Services**

RESPONDENT: _____

RESPONDENT'S CHECKLIST

Item	Respondent Initials	Purchasing Review
A. Non-Collusion Affidavit properly notarized		
B. Public Disclosure Statement		
C. Mandatory Affirmative Action Language		
D. Americans with Disabilities Act		
E. MWBE Questionnaire		
F. Employee Information Report		
G. Business Registration Certificate		
H. Original signature(s) on all required forms.		
I. Certification of Compliance with City's Pay-to-Play Ordinance		

NON COLLUSION AFFIDAVIT
STATE OF NEW JERSEY
CITY OF JERSEY CITY sis:

I certify that I am _____

of the firm of _____

the Respondent making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said Respondent 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)

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

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

**Jeana F. Abuan
EEO/AA Officer, P.A.C.O.
Department of Administration
Office of EEO/AA
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

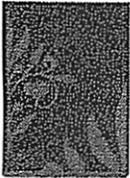
Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person 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 below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of _____



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 EEO 1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. CHECK ONE IS THE COMPANY <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT		CITY COUNTY STATE ZIP CODE
Official Use Only	DATE RECEIVED	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 SUMMI AVEG 1/1/2011**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1 TOTAL (Cols 2, & 3)	COL. 2 MALE	COL. 3 FEMALE	MALE					FEMALE					
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN	
Officials/Managers														
Professionals														
Technicians														
Sales Workers														
Office & Clerical														
Craftworkers (Skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
TOTAL														
Total employment From previous Report (if any)														
Temporary & Part-Time Employees														

The data below shall NOT be included in the figures for the appropriate categories above.

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: To:		

SECTION C - SIGNATURE AND IDENTIFICATION

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

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 6, 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 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 - 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 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 - 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
	<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

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 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

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

NEW HIRES PROMOTIONS TRANSFERS TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY)

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 _____
 FIRST MI _____ DATE SUBMITTED _____

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

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.

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 :

- | | |
|--|---|
| <input type="checkbox"/> Minority Owned Business (MBE) | <input type="checkbox"/> Minority & Woman Owned Business (MWBE) |
| <input type="checkbox"/> Woman Owned business (WBE) | <input type="checkbox"/> 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**

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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

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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
TAXPAYER IDENTIFICATION#: 870-047-329509
ADDRESS: 247 ROBINSON AVE, TRENTON, NJ 08611
ISSUANCE DATE: OCTOBER 14, 2004

TRADE NAME: _____
CLIENT REGISTRATION NUMBER: _____
SEQUENCE NUMBER: _____
SYSTEM: _____
ISSUANCE DATE: _____

Jed S. Kelly

**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:
20041014112823633