

**SPECIFICATIONS AND PROPOSAL FORM FOR:
LONG DISTANCE TELEPHONE SERVICE FOR
THE CITY OF JERSEY CITY**



**ALL PROPOSALS MUST BE SUBMITTED NO LATER THAN
THE DATE AND TIME ADVERTISED FOR THIS BID TO:**

**City of Jersey City
Division of Purchasing
1 Journal Square Plaza
Jersey City, NJ 07306**

DUE DATE: MAY 20, 2010

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NOTICE TO BIDDERS

Due date/time

Notice is hereby given that sealed proposals will be received by the City of Jersey City on **May 20, 2010 at 11:00 AM**, prevailing time, in the office of the Purchasing Agent, 1 Journal Square Plaza, Jersey City, NJ 07306 at which time and place bids will be opened and read in public for:

Long Distance Telephone Service For The City Of Jersey City

General

Specifications, instructions to bidders, and proposal forms may be obtained at the office of the Purchasing Agent. Bids will be made on the proposal form provided in the manner designated therein and required by the specifications enclosed in a sealed envelope and addressed to the Purchasing Agent, 1 Journal Square Plaza, Jersey City, NJ 07306, and clearly marked on the outside "date, time and name of the item being bid".

The Purchasing Agent or Jersey City Municipal Council reserve the right to reject any or all bids or to waive any informality in the proposal received and to accept the bid which in their judgment will best serve the interest of Jersey City. *Appropriate forms are contained in "Required bid documents" section of this document.*

Surety

Will **NOT** be required with this bid.

Performance Bond

Will **NOT** be required of the successful bidder.

Non-Collusion Affidavit

The bid must be accompanied by a Non-Collusion Affidavit. *Appropriate forms are contained in "Required bid documents" section of this document.*

Public Disclosure

Public Disclosure, Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded by any State, City, Municipal or School District contract 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 statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock or any class, or of all individual partners in the partnership who own a 10% or greater interest. Failure to supply this information with your form of proposal will be cause to reject the bid. *Appropriate forms are contained in "Required bid documents" section of this document.*

CITY OF JERSEY CITY, NJ
DEPARTMENT: Administration
PURPOSE: Long Distance Telephone Service

BID SPECIFICATION
DIVISION: Information Technology
DUE DATE: May 20, 2010

Equal Employment Opportunity/Affirmative Action

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 (Equal Employment Opportunity/Affirmative Action rules in public contracts). To be in compliance with the equal employment opportunity and affirmative action provisions, each 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: 1) a photo copy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action programs (good for one year from the date of the letter); or 2) a photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or 3) a photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

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 or ext. 5093
Fax# 201-547-5088
E-mail Address: abuanJ@jcnj.org

Appropriate forms are contained in "Required bid documents" section of this document.

Prevailing Wage

All bidders are hereby notified that, compliance with the New Jersey Prevailing Wage Act (Chapter 150, Law of 1963) and/or City of Jersey City rules and regulations that are applicable to this project will be required of any contract awarded.

Pre-bid Meeting

There will be a pre-bid meeting on May 5, 2010 at 11:00 AM in the Purchasing Conference Room (2nd Floor) at 1 Journal Square, Jersey City.

Brand Names And/Or Product Description

Brand names and/or descriptions used in this specification are to acquaint prospective bidders with the type of item required (or commodity) and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same reputation for quality and workmanship. Variations between the equipment described and material offered are to be fully explained by the bidder in an accompanying letter. In the absence of any changes by the bidder, it will be presumed and required that materials as described in these specifications be delivered.

Pursuant to New Jersey Statute 40A: 11-13, no specifications under the act may:

- (d) Require, with regard to any purchase, contract or agreement, the furnishing of any "brand name", but may in all cases require "brand name or equivalent", except that if the materials to be supplied or purchased are patented or copyrighted, such materials or supplies may be purchased by specification in any case in which the ordinance or resolution authorizing the purchase, contract, sale or agreement so indicates, and the special need for such patented or copyrighted materials or supplies is directly related to the performance, completion or undertaking of the purpose for which the purchase, contract or agreement is made.

Business Registration Certificate (BRC)

Bidders are also required to comply with the requirements of P.L. 2004, c. 57 (N.J.S.A. 52:32-44) which includes the requirement that contractors provide copies of their Business Registration Certificates issued by the New Jersey Department of the Treasury.

Vendors are responsible for providing a copy of the NJ Dept. of Treasury Business Registration Certificate with their proposals or prior to the award of a contract as well as a copy of all subcontractors' or affiliates' Business Registration Certificates.
Appropriate forms are contained in "Required bid documents" section of this document.

Softcopy Version

Softcopy versions of this document (MS word or Adobe PDF) are available upon request only to prospective bidders who have previously obtained hardcopy versions from the Division of Purchasing and who have provided a valid e-mail address. Note that this is a courtesy and the City will not be responsible for any omissions or errors in the softcopy versions.

PETER FOLGADO
ACTING PURCHASING AGENT

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

Non Construction Contracts

P.L. 2004, C. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-2).

“New Jersey Business Registration Requirements”

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

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

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

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

Appropriate forms are contained in “Required bid documents” section of this document.

INSTRUCTIONS TO BIDDERS

1. The City reserves the right to reject any or all proposals as allowed in NJSA 40A:11-13.2, if necessary, or to waive any informalities in the proposals, and unless otherwise specified by the bidder, to accept any item, items or services in the proposals should it be deemed in the best interest of the City to do so.
2. Unless otherwise stated in the proposal by the bidder, time, in connection with discount offered, will be computed from date of delivery and acceptance at destination, or from date correct claim voucher properly certified by the contractor is received if the latter date is later than the date of delivery and acceptance.
3. In case of default by the bidder or contractor, the City of Jersey City may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.
4. The bidder, if awarded the contract, agrees to protect, defend and save harmless the City against damage for payment for the use of any patented material process, article or devise that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and further agrees to indemnify and save harmless the City from suits or actions of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by any party or parties by, or from, any of the acts of the contractor, its servants or agents.
5. The contractor 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 to 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
 - c. Automobile Liability in the amount of \$1,000,000
6. It is to be understood by the bidder that this proposal is submitted on the basis of specifications prepared by the City and that it is the bidders' responsibility to become familiar with these specifications and/or conditions.
7. Each proposal must be signed in ink by person authorized to do so.
8. Bidders must use the proposal form furnished by the City when submitting their proposal. *Appropriate forms are contained in "Required bid documents" section of this document.*
9. Non-Collusion Affidavit must be completed and included with proposal. *Appropriate forms are contained in "Required bid documents" section of this document.*

10. Surety in the form of a Proposal Bond. Certified Check or Cashier's Check in the amount of 10% of total proposal, but not in excess of \$20,000.00 will **not** be required.
11. A Performance Bond in the amount of 100% of total proposal will **not** be required of the successful bidder at the time of award of the contract.
12. If required, the vendor will secure and attach to proposal packet a letter of surety from a licensed bonding company; licensed to do business in the State of New Jersey; assuring us a performance bond to the amount required should vendor be awarded contract. (Not required for this bid).
13. Return of Proposal Securities. All proposal security, except the securities the three lowest responsible bidders, shall be returned within ten (10) days. Within three (3) days after signing of the contract and approval of contractor's performance bond, the proposal security of the remaining bidders shall be returned to them. (Not required for this bid).
14. The Surety Company providing the Proposal Bond, if required with this proposal, consent of surety and the performance bond must be authorized pursuant to the New Jersey Statutes to carry on business in the State of New Jersey as specified in NJ.S.A. 17:17-1 (G) and must have a Best's Rating of B+ or better and a Best's Financial Size Category of VII or larger, the minimum ratings and the financial size categories are those listed for the Surety Company in the most current issues of Best's Key rating Guide, Property-Casualty, published by the A.M. Best Company, Oldwick, New Jersey. (Not required for this bid).
15. On Multi-Year Contracts, the Performance Bond may be resubmitted each year on the Contract Anniversary Date for the amount remaining on the contract. (Not required for this bid).
16. Submission of a Performance Bond, if required for this proposal, is a condition precedent to a contract award. After receipt of such a performance bond and other submissions required by the proposal specifications, the proposal will be accepted and a signed contract and a purchase order will be forwarded to the successful bidder. (Not required for this bid).
17. Insert prices for furnishing all of the materials and/or labor described or required. Prices shall be net, including any charges for packing, crating, containers, etc. and all transportation charges fully prepaid by the contractor F.O.B. destination and placement at locations specified by the City. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the vendor's convenience when a single shipment is ordered.

18. Payments will be made upon the approval of vouchers submitted by the successful bidder in accordance with the requirements of the Jersey City Municipal Council and subject to the Jersey City Municipal Council's customary procedures.
19. Unless lump sum price is specifically requested, unit and extended prices should also be given.
20. Award will be made by the Jersey City Municipal Council within sixty (60) days after receipt of proposals.
21. Equal or Tie Proposals. Equal or tie proposals will be awarded on the basis of a coin toss to be conducted by the Purchasing Agent and at which representatives from both bidders will be present.
22. The City reserves the right to purchase, during the term of any contract to be awarded, any of the specified materials and/or services through the New Jersey State Cooperative Purchasing Agreement (State Contract) if it is in the City's best interest to do so.
23. The City of Jersey City is exempt from any State sales tax or Federal excise tax. In submitting its proposal, the contractor certifies that his total base proposal does not include any NJ State Sales Tax.
24. For purpose of evaluation where an equivalent product is being furnished, bidder must indicate any variation to our specifications no matter how slight. If no variations are indicated, it will be construed that the proposal fully complies with our specifications.
25. Quantities as shown are approximate and the City reserves the right to increase or decrease quantities by 20% of the unit price proposal.
26. The contract shall be in effect for three (3) years from date of award unless otherwise stated. Refer to "Specifications" section of this document.
27. Proposals may be hand delivered or mailed per legal notice to bidders. 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 to the bidder unopened.
28. Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. Refer to Mandatory Equal Employment Opportunity/ Affirmative Action Language for Goods, Professional Service and General Service Contracts. *Appropriate forms are contained in "Required bid documents" section of this document.*

29. Bidders are also required to comply with the requirements of P.L. 2004, C. 57 (Chapter 57) which amend and supplement the business registration provisions of N.J.S.A. 52:32-44 which include the requirements that Contractors provide copies of their Business Registration Certificates issued by the State of New Jersey Department of Treasury. *Appropriate forms are contained in "Required bid documents" section of this document.*
30. Buy American clause (N.J.S.A. 40A: 1-18). Only manufactured products of the United States, wherever available, shall be used in the execution of the work specified herein.
31. Any changes, whiteouts, strikeouts, etc., on the proposal page must be initialed by the person responsible for signing the proposal.
32. Proposals shall be prepared on forms furnished by the City. All blank spaces shall be filled in, by typewriter or ink, and amounts clearly shown. *Appropriate forms are contained in "Required bid documents" section of this document.*
33. Proposals may not be modified after submittal. Bidders may withdraw proposals at any time before opening.
34. All proposals submitted shall include in price any applicable permits, or fees required by any other government entity that has jurisdiction to require the same.
35. By submission of proposal, the bidder certifies that the merchandise to be furnished will not infringe upon any valid patent or trademark and the successful bidder shall, at their own expense, defend any and all actions or suits charging such infringement, and will save the City harmless in any case of any such infringement.
36. No vendor shall influence, or attempt to influence or cause to be influenced, any City officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
37. No vendor shall cause or influence, or attempt to cause or influence, any City officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the vendor or any other person.
38. The provisions above shall not be construed to prohibit a City officer or employee from contracting with vendors under the same terms and conditions as are offered or made available to members of the general public.
39. It will be assumed that all proposals are based upon the specifications unless the bidder indicates exceptions in the space provided on the proposal form. If extra space is needed, bidder should so indicate and attach additional sheets.

40. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the City purchasing agent's decision shall be final and conclusive.
41. The City of Jersey City shall not be responsible for any expenditure of monies or other expenses incurred by the Bidder unless the Bidder has received a signed contract and a purchase order.
42. The bidder should be aware, if awarded the contract, that it will be responsible for any and all subcontractors as well as itself, that it is required to comply with all applicable local, state, and federal safety, health, and environmental regulations, including provisions for protecting City employees and the public from construction hazards.
43. The City of Jersey City requires a dedicated government account executive to Serve as the single point of contact for all communications between the City and the vendor. This includes, but is not limited to: service issues and billing, technical concerns, and issues/disputes. Note that the City will not conduct any communications with any vendor representative other than the dedicated government account executive. The account executive's name and contact information must be provided on bid sheet.
44. As the City utilizes long distance telecom services to provide for public health and safety functions, the City's service shall not be terminated or suspended for any reason without the written authorization by the Mayor or Business Administrator.
45. As of November 1986, all New Jersey Governmental Agencies are mandated to comply with Public Employment -- Occupational Safety and Health Act legislation which closely adheres to the Federal Occupational Safety and Health Act of 1970, requiring compliance with safety standards thereof. As of this date, all equipment owned and operated by the City of Jersey City shall meet the established standards. It is therefore imperative that all concerned be made aware of and comply with the following:

The vendor or contractor hereby guarantees that all materials, supplies and equipment furnished or delivered to the city of Jersey City as listed on any bid, request for proposal, quotation, contract or purchase order meet the requirements, specifications and standards as provided for under the Federal occupational safety and health act of 1970, as from time to time amended and enforced as of the date thereof.

CITY OF JERSEY CITY, NJ

DEPARTMENT: Administration

PURPOSE: Long Distance Telephone Service

BID SPECIFICATION

DIVISION: Information Technology

DUE DATE: May 20, 2010

46. New Jersey Worker and Community Right To Know Act: Under the provisions of this regulation each bidder must furnish the City of Jersey City a "Material Safety Data Sheet" for each product they supply the City. These MSDS's should be submitted to the City upon award of the bid. They should be directed to the department(s) receiving the product or services. In addition, the Vendors are required to comply with labeling requirements as detailed in the act as well as all other applicable provisions of the act.
47. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the City Purchasing Department no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of the contract.
48. Payments to vendors are authorized by the Municipal Council during regular meetings on the 2nd and 4th Wednesday of each month, except for the summer months of July, and August when there is a single meeting on the 3rd Wednesday. Vendors should be aware of this schedule when submitting payment vouchers. Payment vouchers received after the closing period for each meeting will be held for payment until the following meeting. The successful bidder will be provided with a complete list of meeting and closing dates.

ALTERNATE DISPUTE RESOLUTION: NON-BINDING MEDIATION*

1. Controversies and claims subject to mediation:

Any controversy or claim arising of or related to the contract or the breach thereof shall be settled by mediation.

If a dispute between the City and the Contractor arises during the course of the contract, the parties will attempt to resolve the dispute, in good faith, through non-binding mediation.

2. Contract performance pending mediation:

During mediation proceedings, the Contractor shall continue to perform under the terms of the contract and the owner shall continue to make payments under the terms of the contract.

3. When mediation may be demanded:

Prior to either party requesting or demanding mediation, they shall attempt to Resolve the problem directly. The aggrieved party shall submit, in writing, to the other party, a notice of dispute.

The other party shall respond in writing.

Demand for mediation of any claim shall not be made until the earlier of the following:

- (a) written notice of dispute is given to other party and written response is provided to the aggrieved party.
 - (b) 30 days after submission of original written claim by aggrieved party to other party and the other party has not responded in writing.
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If a party submits a claim and is not satisfied with the written response received, the aggrieved party has 45 days from the receipt of the written response to file a request for mediation.

*NOTE: Any place in the contract or general conditions of the contract, where the word “arbitration” appears, it shall be deemed to be “non-binding Mediation”.

A party who files a “Notice of Demand for Mediation” must assert in the demand all claims then known to that party on which mediation is permitted to be deemed. When a party fails to include a claim through oversight, inadvertence or excludable neglect, or when a claim has matured or been acquired subsequently, the mediator or mediators may permit amendments.

4. Procedures to request mediation:

Either party may demand mediation by written notice to the other party. The written notice shall contain at least (1) a brief statement of the nature of the dispute, and (2) the name, address and the phone number of that party’s designated representative for purposes of mediation.

The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation.

The respective designees shall thereupon, and promptly, with due regard for the need for timely action, choose a mediator.

If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

Any mediation firm so chosen shall present a list of at least five (5) proposed mediators to the parties and shall provide the parties with a summary of each person’s qualifications to serve as mediator.

Each party shall rank the proposed mediators in order of preference.

The fifth and any lower ranked persons on each list will be excluded from further consideration.

The chosen mediator shall be the remaining person who is the combined highest-ranking mediator on both preference lists, after deleting all excluded persons.

In the event of a tie, the mediator shall be chosen by lot.

5. Procedures at mediation:

The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, in the lack of such an agreement, as may be determined by the mediator.

The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.

6. Cost of mediation:

Each party will bear its own costs of participation in mediation and they will divide the costs of the mediator equally.

7. Failure of mediation:

If, after a good faith effort to resolve the dispute through mediation, the dispute is not resolved, either party may terminate the mediation by written notice to the mediator and to the other party, whereupon either party may submit the dispute to the Superior Court of New Jersey, Jersey City, for adjudication, which court shall have exclusive original jurisdiction over the dispute.

SPECIFICATIONS

1. Scope

This statement of work establishes the requirements and defines responsibilities of an interchange carrier to provide quality intrastate and interstate long distance telephone service for the City of Jersey City facilities listed herein.

2. Period of contract

The term of the contract shall be for a three (3) year period from date of completed installation, with an option to terminate at each anniversary without liability, provided City of Jersey City provides written notice at least 60 days prior to the anniversary date.

3. Service information

Minutes and call types are provided in the document later on. Although traffic is assumed to stay consistent, access to the network may change, as City of Jersey City is moving towards PRI and DID, rather than individual Centrex lines.

Discuss any changes in installation, including install intervals, or service when providing long distance via a Centrex or POTS line as compared to a PRI.

The City reserves the right to add or delete locations as the need occurs

4. Prices and price adjustments

A. Installation of service shall be at no charge to the City of Jersey City. This includes any charges incurred by the local telephone company. If any installation charges arise, please detail how these charges will be waived and or credited to the exact invoice that they occurred on.

B. All expenses to effect implementation, if any, are to be paid by the successful bidder. These expenditures may include, but are not limited to, facility installations, facility termination, equipment, circuit installations, service establishment, channel and port assignments and configurations, database preparation, and local exchange carrier charges.

5. Definitions

CPE Customer Premises Equipment

LEC Local Exchange Carrier

LATA Local Access and Transport Area

NPA Number Planning Area

NNX Local Exchange Code

POP Point(s) Of Presence

WATS Wide Area Telecommunications Service

6. Mandatory requirements

- A. The contractor shall provide long distance voice telecommunications service originating from all City locations to all NNX, in all NPAs in the United States, Washington, D.C., Puerto Rico, the Virgin Islands, and all direct dial international locations.
- B. Service shall be provided 24 hours a day, 7 days a week in a manner compatible with existing CPE.
- C. The complete installation of any selected service will be required within 30 days of contract award.
- D. The contractor must arrange implementation according to the City's requirements, including a weekend cutover. Vendor services must be fully operational and tested prior to the time of scheduled cutover. No downtime for installation tasks will be accepted, except as approved in advance by City personnel.
- E. The contractor must agree to cancel cutover activities at the customer's request in the event that prescheduled 'downtime' exceeds a predetermined period of time not to exceed 2 hours. Downtime will be defined as the inability to place and receive 100% of test calls, connectivity requests, and transaction attempts, unless another mutually agreed definition is determined. The vendor will absorb all costs if at fault for excessive downtime.
- F. Installation will only be considered complete when service is fully installed and operational at the contracted level of service.
- G. The contractor shall provide a mailing address and a 24-hour, 7-day per week, toll free number for its service center responsible for serving the locations identified in this specification. Vendor must provide 1 hour response on all troubles, and escalation to supervisor level if not resolved within two (2) hours. Supply a detailed trouble resolution account team, including contact name, phone number, email address, title, and work hours.

In the event service is interrupted for an extended period of time due to no fault of the City of Jersey City, please provide the percentage credit and associated outage time frames required to meet the criteria for credit.

If service is interrupted and City of Jersey City is out of service more than three times in any given calendar month, this will be considered a chronic trouble. If a chronic trouble is encountered, in addition to the credit due for outage, the City of Jersey City has the right to reduce or eliminate the long distance contract accordingly.

H. The contractor's service shall provide network redundancy and rerouting capability to ensure continuous service in the event of a service interruption or regional catastrophe.

Provide a network map including POP's and details of owned vs. leased facilities. Additionally, provide details of how calls are originated and terminated on-network as well as off-network.

Provide details on network topology, bandwidth current and future, as well and local access facilities in and about Jersey City.

I. Once carrier is selected, City of Jersey City will provide any required Letter of Authorization (LOA) that will enable the contractor to place all required orders with the local phone company. Contractor will place and coordinate all changes, and all changes will be approved and coordinated with the City of Jersey City and its designated project manager.

J. Contractor must be able to provide, free of charge, credit calling cards with "800" numbers and pin numbers. The offered rates will apply when using the carrier's credit card from any pay phone.

K. Contractor must maintain long distance carrier-accessible databases which can be used to restrict calling by categories (e.g. billed-number screening, collect, third party billing).

This database is to be provided to City of Jersey City on a semi-annual basis for review and any required changes. Any restricted call that is subsequently allowed and billed, contractor will provide credit for such.

L. The contractor shall provide 100% hardware answer and disconnect supervision.

M. The contractor shall bill for voice services in six (6) second increments, including initial call increment.

N. The contractor will use a calendar month for all billing, with a 1st of the month billing date. Statements are to be received by the 15th of the following month.

O. The contractor shall provide monthly billing which identifies all calls placed within the billing period, showing originating line and terminating telephone number, call duration in minutes and fractions or units thereof, originating time and date, and cost of the call. The invoices shall be submitted in both printed form (hard copy) and cd-rom format, and must be available for viewing via web access. Billing must be segmented by sub account to accurately detail calls by location and or department.

P. The contractor shall provide a software package or web-based service, at no cost, which allows for the sorting of itemized call detail and the creation of management reports.

Q. The proposal must identify the postalized cost per minute of service for all call types listed below. Detail any difference with respect to time of day or access type (PRI, Centrex or POTS)

- Intrastate calls per minute – Provide a LATA map or detail by NPA-NXX what is considered an Intrastate Long Distance call vs. a Toll call handled by the LEC. Detail the difference of handling this call over PRI vs Centrex or POTS.

- Interstate calls per minute

- International calls per minute - Detailed by country and country code

- Operator assisted calls - Inbound collect and third party as well as outbound

- Directory assistance calls per use - Cost should be approximately \$.50 per call

- Recurring monthly costs (includes isdn lines / inbound 800 service, access charge, call data charge, etc.). Detail the PICC (aka carrier line charges), if any, as these should be waived.

- One time costs associated with installation are to be waived.

R. The City reserves the right to have an account representative removed from the account for failure to perform. This right will not be exercised unreasonably. See “Instructions to Bidders” Item #43 for City’s requirement regarding an account representative.

7. Additional requirements

As part of the proposal, the bidder must provide the following information:

A. Provide a brief history of your company and any company with whom you are partnering.

- B. How many employees are there in your company? In your partner's company?
- C. How long have you maintained operations in the northern NJ/NY area?
- D. In what states/major cities do you operate?
- E. Provide the name, address and point of contact for at least three (3) educational/corporate/governmental accounts that you maintain.
- F. Identify the office (address and main phone number) responsible for handling the City's account. Additionally, provide the account team including name, phone number and email address, as well as an escalation list including titles and responsibilities.
- G. Provide a name with phone number, fax number and e-mail address for the branch manager/director to whom our account executive would report.
- H. Provide a sample hard copy monthly invoice with a detailed explanation of the charges.
- I. List your standard management reports that may be used to provide the City with the capability to effectively supervise its network operation. What method will be used to provide the city with access to these reports?
- J. Indicate all calls that can be included in call data (e.g. local outbound, regional or other long distance, inbound to DIDs with ANIs). If web-based, how long is call data archived?
- K. Describe how credits for wrong or misdialed numbers will be handled.
- L. Describe how directory assistance will be provided.
- M. Describe all space and power requirements to provide the proposed service, if any. It is expected that contractor will be providing a long distance PIC to each line and or circuit and that there should not be any need for equipment to be installed, but describe if any.
- N. Are you able to process/complete calls to 800, 888, 877, 866, 855 and other toll free numbers?
- O. Can you complete calls to 555-1212, and if so, what charges are incurred on such a call.
- P. Describe the available options for initiating a trouble ticket/repair request (e.g. toll free calls to a customer service site, toll free call to voice mail, e-mail, web page form, fax, etc.) And indicate for each option the manner in which the request will be confirmed to the City. Include a detailed escalation chart including all contact information

Q. Define the escalation process for trouble tickets including time elements.

R. Contractor will be performing all implementation functions and City of Jersey City will provide a project manager.

S. Itemize all implementation functions to be performed by the vendor for each service you are proposing.

T. What are the criteria used to determine that service is installed and operational? Additionally, what mechanism will be used to confirm installation complete as per City of Jersey City specifications? How and where will 700 tests be completed?

8. Evaluation of bids

The City will make one (1) award to the lowest responsive, responsible bidder. For bid evaluation purposes only, the City will use the following evaluation factors:

- Item 1 - Intrastate & interstate calls per minute 20,000 minutes per month
- Item 2 - International calls per minute 200 minutes per month.

9. Non-disconnection/Non-suspension

As the City utilizes long distance telecom services to provide for public health and safety functions, the City's service shall not be terminated or suspended for any reason without the written authorization by the Mayor or Business Administrator

10. Dedicated account executive/Single point of contact

The City of Jersey City requires a dedicated government account executive to serve as the single point of contact for all communications between the City and the vendor. This includes, but is not limited to: service issues and billing, technical concerns, and issues/disputes. Note that the City will not conduct any communications with any vendor representative other than the dedicated government account executive.

The account executive's name and contact information must be provided on bid sheet

11. Minimum quantity

The City of Jersey City will not be obligated to purchase or utilize a minimum number of long distance minutes.

CITY OF JERSEY CITY, NJ
DEPARTMENT: Administration
PURPOSE: Long Distance Telephone Service

BID SPECIFICATION
DIVISION: Information Technology
DUE DATE: May 20, 2010

REQUIRED BID DOCUMENTS

The following forms must be completed, signed (notarized if indicated), and included in each bid proposal. Please place the forms at the beginning of your proposal to facilitate the Purchasing Division's initial review.

NON-CONSTRUCTION BIDDER'S CHECKLIST

THIS BIDDER'S CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR BID PACKAGE. A PROPOSAL SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS MAY BE CAUSE FOR REJECTION.

	Vendor Initials	Purchasing Review
A. Proposal Deposit, if required for this proposal (Certified Check, Cashier's Check or Proposal Bond).	N/A	N/A
A. Certificate from a Surety Company, if required for this proposal	N/A	N/A
C. Proposal Form for Long Distance Service Bid		
D. Non-Collusion Affidavit properly notarized		
E. Public Disclosure Statement		
F. Deviations from specifications if applicable - Proposal Page.		
G. Acknowledgment of Receipt of Addenda		
H. Mandatory Equal Opportunity/Affirmative Action Language and Evidences		
I. Americans with Disabilities Act		
J. Affirmative Action Compliance Notice		
K. MWBE Questionnaire (2 copies)		
L. Business Registration Certificate		
M. Original signature(s) on all required forms		

THE UNDERSIGNED HEREBY ACKNOWLEDGES THE ABOVE LISTED REQUIREMENTS.

NAME OF BIDDER:

Person, Firm or Corporation

BY: _____

(NAME) (TITLE)

PROPOSAL FORM FOR LONG DISTANCE BID

To Municipal Council of the City of Jersey City

The undersigned hereby declares that he/she has carefully examined the specifications and proposal form for the above project, for which bids were advertised to be opened and read in public on May 20, 2010, at 11:00 a.m. local time, at the Office of the Purchasing Agent, 1 Journal Square Plaza, Jersey City, NJ 07306

The bidder further declares that he/she will contract to furnish all items in accordance with the prescribed specifications at the prices specified below:

Description	Unit Price	# Units	Extended Price (Do not leave blank – enter zero if charges are waived)
Intrastate/interstate calls per minute		20,000	a)
International calls per minute		200	b)
Operator assisted calls per use		25	c)
Directory assistance calls per use		100	d)
Carrier Line Charge (PICC) per line		1250	e)
Total recurring monthly charges (*)			f)
Total one time charges (*)			g)
TOTAL BID (a)+(b)+(c)+(d)+(e)+(f)+(g)			

Account executive name/contact information:

(* **Note:** bidders submitting pricing for starred items should provide information showing a breakdown of the items that are included for each charge.

PROPOSAL FORM FOR LONG DISTANCE BID – SIGNATURE PAGE

Exceptions (if any): [] Check here if none

SIGNED: _____ **COMPANY:** _____

NAME: _____ **ADDRESS:** _____
(PRINTED OR TYPED)

TITLE: _____ **TELE#:** _____

DATE: _____ **FAX#:** _____

SIGNED: _____ **COMPANY:** _____

NAME: _____ **ADDRESS:** _____
(PRINTED OR TYPED)

TITLE: _____ **TELE#:** _____

DATE: _____ **FAX#:** _____

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: _____ Name: _____

Address: _____ Address: _____

Name: _____ Name: _____

Address: _____ Address: _____

Name: _____ Name: _____

Address: _____ Address: _____

COMPANY NAME

SIGNATURE

TITLE

Notary Public of
My Commission Expires:

, 20

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

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number

Dated

Acknowledged for:

(Print or Type Name of Bidder)

By:

(Print or Type Name of Authorized Individual)

Signature:

Title:

(NOTE: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL)

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

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

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

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

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

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

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

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

Representative's Name/Title (Print): _____

Representative's Signature: _____

Name of Company: _____

Tel. No.: _____ **Date:** _____

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

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 *U.S.C. 12101* 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: _____

AFFIRMATIVE ACTION COMPLIANCE NOTICE

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

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

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

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

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

OR

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

OR

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

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

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

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

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY:

SIGNATURE: _____ DATE: _____

PRINT
NAME: _____ TITLE: _____

MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)

Questionnaire for Bidders

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

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

Business Name: _____

Address: _____

Telephone No.: _____

Contact Name: _____

Please check applicable category :

_____ Minority Owned
_____ Woman Owned

_____ Minority & Woman Owned
_____ Neither

Definition of Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT:

Read the following instructions carefully before completing the form. Print or type all information. Failure to properly complete the entire form may delay issuance of your certificate.

If you have a current certificate of employee information report, do not complete this form. Send copy of current certificate to the public agency. Do not complete this form for construction contract awards.

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

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

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

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

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

Racial/Ethnic Groups will be defined:

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

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

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

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

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

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

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

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

ITEM 15 - If the answer to Item 15 is “No”, enter the date when the last Employee Information Report was submitted by this company.

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

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

TYPE OR PRINT IN SHARP BALL POINT PEN

The vendor is to complete the employee information report form (AA302) and retain copy for the vendor’s own files. The vendor is to submit a copy to the public agency awarding the contract and forward a copy to:

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

Form: http://nj.gov/treasury/contract_compliance/pdf/aa302.pdf

Instructions: http://nj.gov/treasury/contract_compliance/pdf/aa302ins.pdf

NEW JERSEY FACILITY

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

EMPLOYEE INFORMATION REPORT

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

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	IN AUG. DATE	ASSIGNED CERTIFICATION NUMBER
--------------------------	---------------	--------------	-------------------------------

SECTION B - EMPLOYMENT DATA

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

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

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

SECTION C - SIGNATURE AND IDENTIFICATION

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

WHITE - DIV. OF CONTRACT COMPLIANCE; CANARY - DIV. OF CONTRACT COMPLIANCE DP;
PINK - PUBLIC AGENCY; GOLD - VENDOR

BUSINESS REGISTRATION LANGUAGE AND SAMPLE BRC

Business Registration Language and Sample BRC

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

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

MANDATORY BUSINESS REGISTRATION LANGUAGE

Non Construction Contracts

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-2).

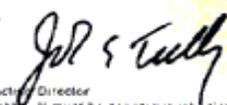
“New Jersey Business Registration Requirements”

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

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

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

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

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	 <small>Acting Director</small>
TAXPAYER IDENTIFICATION#: 970-097-382/500	SEQUENCE NUMBER: 0107330	
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04	
EFFECTIVE DATE: 01/01/01		
FORM-BRC(08-01)		
<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>		

 STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
20041014112823533	