



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

**OCCUPATIONAL MEDICAL SERVICES
FOR CITY EMPLOYEES
AS A RESULT OF ON THE JOB INJURIES**

**SUBMISSION DEADLINE:
4:00 P.M.
August 20, 2008**

**ADDRESS ALL PROPOSALS TO:
Brian O'Reilly ,
Business Administrator,
280 Grove St,
Jersey City, NJ 07302**

1. **GENERAL INFORMATION**

The City of Jersey City, Office of Risk Management, is soliciting a request for proposals from occupational medical service organizations (MSO) to provide occupational medical services for City employees as a result of on the job injuries. The City's workforce consists of approximately 800 police officers, 500 fire fighters and 1500 civilian employees. To date we average 350 workers' compensation claims per year.

To be considered, ten copies of a proposal must be received by Brian O'Reilly , Business Administrator, 280 Grove St, Jersey City, New Jersey 07302 by 4:00 P.M. , August 20, 2008. The City of Jersey City reserves the right to reject any or all proposals submitted. Proposals submitted will be evaluated by the Risk Manager and the members of the City's Insurance Fund Commission. They will then make a recommendation to the City Council for the award of the contract.

During the evaluation process, the City of Jersey City reserves the right, where it may serve the City of Jersey City's best interest, to request additional information or clarifications regarding proposals, or to allow corrections of minor errors or omissions.

The MSO's proposal is prepared at its own cost and expense. The City will not pay for any of the costs or expenses associated with the preparation or submission of a proposal.

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.

2. **TERM AND TERMINATION OF AGREEMENT**

- A) The agreement shall be executed within 30 days after the award of contract by the City Council.
- B) The services shall be provided for one year starting October 1, 2008 and ending September 30, 2009.
- C) The MSO must include a fee proposal for treating employees under their care if the contract is canceled or not renewed.
- D) The agreement may be terminated with or without cause at any time during the term hereof by either party upon sixty (60) days written notice by the terminating party to the non-terminating party.

3. **AWARD OF CONTRACT**

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 insurance and workers compensation insurance
- H. Ability to provide required administrative services
- I. Computerized data management system
- J. The financial stability of the company, it's owners and principles
- K. Prior experience with the City of Jersey City

4. **CAUSES FOR REJECTION**

This Request for Proposals ("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) Proposal submitted by 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.

Required Information consists of:

- 1) Last two company annual reports
- 2) Financial statements of company owners/principles
- 3) Resumes of those responsible for servicing the contract.
- 4) References from NJ clients serviced by your organization.
- 5) Evidence of adequate general liability, medical malpractice and workers' compensation insurance.
- 6) Certificate of Incorporation.
- 7) Copy of license(s) issued by the State of New Jersey authorizing MSO to do business in New Jersey.
- 8) New Jersey Business Registration Certificate
- 9) Mandatory Affirmative Action Certification (see appendix A)

5. **INTERPRETATIONS OF SPECIFICATIONS**

All questions regarding this request for proposal should be directed to the City's Risk Manager between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday at 547-5034.

6. **PROPOSAL REQUIREMENTS**

MSO is required to submit a proposal based on an annual flat fee. This fee should include primary and specialist care, as well as any diagnostic services and lab work. MSO must be specific in describing the services that are provided under a flat fee arrangement as well as what services will not be included. You must also include a flat annual fee for year two and three as the City has the option of renewing the agreement for an additional two years.

MSO is required to keep a complete database on the City's activities, This database will include the names of employees treated, dates of visits and corresponding fees that would have been charged under a fee for service arrangement. The corresponding fees will be agreed upon between the MSO and the City prior to execution of the agreement. This information will be used solely as an informational tool for the City in its analysis of its workers' compensation program. This database must be made available to the City at anytime and the actual form of the database will be determined jointly by the MSO and the City.

7. **BUSINESS AND BACKGROUND INFORMATION**

- A) Provide the background on your company including financial, identification of the parent company, services, organization and company goals.
- B) A copy of the company's Annual Report including auditor's report including financial statements of owners/principles.
- C) Provide the following information regarding your company's organization:
 - 1) Include an organizational chart
 - 2) A brief biography of those involved in the management of the company.
- D) Provide a sample of the contract the City will be asked to execute.
- E) Resumes of those responsible for providing treatment.
- F) Evidence of experience, capability and financial responsibility for services major accounts for workers' compensation medical services.
- G) A referral list of at least two (3) clients currently using your services shall be provided and two (2) former clients.
- H) Indicate type of business organization it is, e.g. corporation , partnership, sole proprietorship, non profit, etc...

8. **SERVICES TO BE PROVIDED**

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 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 the specialists.

Specialist Care - when a primary care physician determines that an injured employee requires the consultation or treatment by a specialist then the specialist services should

include but should not be limited to orthopedic, neurological, pulmonary, psychological therapy, ENT and surgery (general, orthopedic, arthroscopic and neuro). 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 should include but not be limited to x-ray, PFT, EKG, EEG, EMG, Cat-Scan, blood testing, urine testing and . X-ray, 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.

You are expected to comply with the following criteria, you may add services you think are important. However, if you are not able to provide some of these services you 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, they will report to the MSO. The hours of services of the MSO must be 8:00 a.m. to 6:00 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 and Christ Hospital . If the MSO's primary care physicians do not have privileges in these hospitals, then you 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 days must be submitted within seven 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.

9. **COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY/ AFFIRMATIVE ACTION PLAN**

- (A) If the Agreement exceeds \$21,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Equal Employment Opportunity and Affirmative Action provisions).
- (B) This Agreement shall not become effective and MSO shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity and Affirmative Action provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full, required regulatory text (Exhibit A and additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).
- (C) MSO 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 MSO 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.

10. **COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT OF 1990**

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. MSO are required to read Americans with Disabilities language that is included as Appendix A of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

11. **PROOF OF BUSINESS REGISTRATION**

N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the

bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

- a) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- b) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- c) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

12. **INSURANCE**

For any insurance required by this agreement, a certified copy of each of the policies or a certificate or certificates of such insurance shall be delivered to the City of Jersey City within ten days after written notification of the award of the contract. Each certificate of such insurance shall contain as an additional insured, the City of Jersey City. Each insurance policy shall contain the provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving thirty days notice to the City.

Insurance requirements are as follows:

Comprehensive, General Liability in the amount of \$2,000,000

Medical Malpractice-Professional Services in the amount of \$2,000,000

Workers Compensation in the statutory amount of \$100,000

13. **COMPLIANCE WITH LAWS, REGULATIONS AND RULES**

It shall be the responsibility of the MSO to comply with any and all local, state, and federal laws, rules and regulations including but not limited to N.J.A.C. 13:35-6.16. Failure to comply with such regulations will be grounds for cancellation of the contract.

14. **TIME REQUIREMENTS**

A) **Proposal Calendar**

The following is a list of key dates up to and including the date proposals are due to be submitted.

Request for proposals Issued August 6, 2008

Due date for Proposals August 20, 2008

B) **Notification and Contract Dates**

Award of Contract September 10, 2008

Services to Commence October 1, 2008

15. **MANAGEMENT REPORTS**

A) Include sample copies of reports, both standard and optional.

B) Describe any alternative report capability.

16. **RECORDS, REPORTS AND INSPECTIONS**

A) The MSO shall maintain records for each employee in accordance with professional standards. Records shall include the date of each visit, the diagnosis, treatment and any other vital and pertinent data deemed by the treating physician to be necessary for the proper treatment and care of the employee. Records pertaining to the employee's treatment shall be made available when requested by the employee and those authorized to inspect such records.

B) Ownership of such records shall remain at all times with the MSO, provided that the MSO shall upon request of the City (during the term of the agreement) and for a period of six years following the termination,

provide the City and the employee, with a true copy thereof or a clear, legible photocopy.

- C) In the event of termination of the agreement, the City shall have the right to require all records to be deposited in a public warehouse, or such other place as may be designated by the City, at the expense of the City.
- D) The MSO shall provide a cumulative report at the termination of the agreement, containing a yearly summary description of the service provided including the date and reason for such services.
- E) The MSO must provide to the City monthly reports on the activity of the MSO for services provided to the City. These reports should include the employee's name, social security number, the physicians who treated the employee, dates of all visits, diagnostic services received by the employee, diagnosis and discharge summary.
- F) All records and reports required to be prepared and maintained by the MSO shall be maintained and made available as herein required during the term of the agreement and for a period of six (6) years following the termination of the agreement.

17. **CLIENT SERVICE**

- A) Identify services which will be available to the Office of Risk Management personnel.
- B) Identify key personnel who will be assigned on an ongoing basis as contacts for the Office of Risk Management.

18. **CITY'S CLAIMS HISTORY**

The following is the number of workers' compensation claims filed by employees of the City of Jersey City for the last three years.

<u>YEAR</u>	<u># OF CLAIMS</u>
2005	380
2006	311
2007	325

All reports pertaining to the above periods are located at the Office of Risk management, 280 Grove Street. Jersey City. Any MSO interested in reviewing these records may contact the Office of Risk Management at 547-5034 for an appointment.

19. **PAYMENT SCHEDULE**

The flat annual fee will be paid to the MSO by the City in twelve (12) equal monthly installments. The fee will be paid on the 1st of every month. The City will receive a thirty (30) day grace period for each monthly payment not paid by the 1st of every month. The 1st payment is due on November 1, 2008.

20. **MISCELLANEOUS**

- A) Any notice, consent or other communication required by, or to be given pursuant to the agreement shall be in writing and shall be delivered if mailed to the intended recipient by certified mail, return receipt requested, postage paid.
- B) If any of the provisions of this Agreement are contrary to any law or regulation the parties shall by agreement have the right to modify and restructure the provisions thereof in whole or in part such that the covered employee will be able to obtain substantially all of the benefits provided for herein or the parties by agreement shall have the right to declare this Agreement null and void, in which case, the MSO shall thereafter be relieved of all obligations hereunder.
- C) This agreement is made in the State of New Jersey under, and subject to its laws. The laws of New Jersey shall govern and be used for the interpretation, construction and enforcement of this Agreement.
- D) In the event of any dispute among the parties hereto with respect to construction of this agreement, such disputes shall be settled by arbitration in New Jersey in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction therein.
- E) The MSO's physicians and technicians will be required to cooperate with the City's Corporation Counsel, or any other party designated by the City's Corporation Counsel, in the defense of workers' compensation claims. The cooperation will include but not limited to submission and certification of records, testimony at depositions and/or workers' compensation court.

CITY OF JERSEY CITY

PROJECT: _____

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. Affirmative Action Compliance Notice		
G. Employee Information Report		
H. Business Registration Certificate		
I. Original signature(s) on all required forms.		

NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

CITY OF JERSEY CITY ss:

I certify that I am _____

of the firm of _____

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

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

(Signature of respondent) _____

SUBSCRIBED AND SWORN TO

BEFORE ME THIS DAY _____ OF 20 _____

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF

MY COMMISSION EXPIRES: 20 .

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

PUBLIC DISCLOSURE INFORMATION

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

STOCKHOLDERS:

Name	Address	% owned

SIGNATURE : _____

TITLE: _____

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY _____ OF 20 _____

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20 .

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

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

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

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

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

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

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

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

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

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

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

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27** .

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

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

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)**

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

Representative's Name/Title (Print):_____

Representative's Signature:_____

Name of Company:_____

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

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

The contractor and the _____ of _____, (hereafter “owner”) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. S121 01 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner’s grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

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

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print): _____

Representative's Signature: _____

Name of Company: _____

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

**MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)
Questionnaire for Bidders**

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

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

Business Name: _____

Address: _____

Telephone No.: _____

Contact Name: _____

Please check applicable category :

_____ Minority Owned

_____ Minority & Woman Owned

_____ Woman Owned

_____ Neither

Definition of Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

AFFIRMATIVE ACTION COMPLIANCE NOTICE

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

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

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

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

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

OR

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

OR

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

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

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

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

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

COMPANY: _____

SIGNATURE: _____ DATE: _____

PRINT

NAME: _____ TITLE: _____

AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)

Vendor must submit one of the following 3 documents:

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

U.S. Department of Labor

Employment Standards Administration
Office of Federal Contract
Compliance Program

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



February 27, 19__

Reply to the attention of:

President

Dear

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

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

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

Sincerely,

Area Office Director

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT:

Read the following instructions carefully before completing the form. Print or type all information. Failure to properly complete the entire form may delay issuance of your certificate. **If you have a current certificate of employee information report, do not complete this form. Send copy of current certificate to the public agency. Do not complete this form for construction contract awards.**

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

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

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

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

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

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

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

ITEM 8 - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code.

ITEM 11 - Enter the appropriate figures on all lines and in all columns.

THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT.

DO NOT list the same employee in more than one job category.

DO NOT attach an EEO-1 Report.

Racial/Ethnic Groups will be defined:

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

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

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

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

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

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

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

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

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

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

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

TYPE OR PRINT IN SHARP BALL POINT PEN

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

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

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

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

Note that the sample form shown on the following page is for illustrative purposes only and should not be submitted. Use the state website links above to obtain the actual form.

If you have any questions on EEO/AA forms and/or requirements, please contact:

Jeana F. Abuan, Affirmative Action Officer, Public Agency Compliance Officer
Department of Administration, Office of Equal Opportunity/Affirmative Action
280 Grove Street Room-103
Jersey City NJ 07302

Tel. #201-547- 4533

Fax# 201-547-5088

E-mail Address: abuanJ@jcnj.org

BUSINESS REGISTRATION LANGUAGE AND SAMPLE BRC

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

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

MANDATORY BUSINESS REGISTRATION LANGUAGE

Non Construction Contracts

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

“New Jersey Business Registration Requirements”

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

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

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

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

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR

DEPARTMENT OF TREASURY
DIVISION OF TAXATION
PO BOX 325
TRENTON, NJ 08646-0325

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT

TAXPAYER IDENTIFICATION#:
970-097-382/500

ADDRESS:
847 ROEBLING AVE
TRENTON NJ 08611

EFFECTIVE DATE:
01/01/01

FORM-BRC(08-01)

TRADE NAME:
CLIENT REGISTRATION

SEQUENCE NUMBER:
0107530

ISSUANCE DATE:
07/14/04

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

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name: CLIENT REGISTRATION

Address: 847 ROEBLING AVE
TRENTON, NJ 08611

Certificate Number: 1095907

Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533