



**CITY OF JERSEY CITY  
REQUEST FOR PROPOSALS FOR  
BASIC LIFE SUPPORT (BLS) EMERGENCY AMBULANCE SERVICES**

**SUBMISSION DEADLINE:**

**11:00 AM  
July 30, 2014**

**ADDRESS ALL PROPOSALS TO:**

Peter Folgado  
Purchasing Agent  
City of Jersey City  
394 Central Ave., 2<sup>nd</sup> Floor  
Jersey City, NJ 07307

**SECTION 1: GENERAL INFORMATION & SUMMARY**

**1.1 Organization Requesting Proposals**

City of Jersey City  
280 Grove Street  
Jersey City, NJ 07302

**1.2 Contact Person(s) and Proposal Submission Address**

Peter Folgado  
Purchasing Agent  
City of Jersey City  
394 Central Ave., 2nd Floor  
Jersey City, NJ 07307  
(201) 547-5156  
[Peterf@jcnj.org](mailto:Peterf@jcnj.org)

**1.3 Procurement Process**

The contract for “Basic Life Support (BLS) Emergency Life Support Services” shall be awarded using competitive contracting pursuant to N.J.S.A. 40A:11-4.1(3)(f), which is a fair and open process under the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.

**1.4 Contract Form**

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

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

**1.5 Informational meeting**

There will not be an informational meeting for this RFP. Any questions must be submitted in writing (e-mail acceptable) to contact person. Questions and answers will be provided as an addendum to this RFP.

**1.6 Submission deadline**

Proposals must be submitted to, and be received by the City, via mail, by 4:00 p.m. prevailing time on July 30, 2014, or by hand-delivery on or before 11:00am prevailing time

on July 30, 2014. Proposals will not be accepted by facsimile transmission or e-mail. Any and all Proposals not received by the City in compliance with the aforementioned times will be unopened and rejected.

### **1.7 Opening of Proposals**

Proposals shall be opened in public at 11:00 a.m. prevailing time on July 30, 2014, 394 Central Ave., 2nd Floor, Jersey City, NJ 07307.

### **1.8 Definitions**

The following definitions shall apply to and are used in this RFP:

**“24/7/365”** – means a continuous operating schedule and/or coverage period of 24 hours/day, 7 days/week, 365 days/year (366 days/year during a leap year).

**“Advanced life support (ALS)”** – means an advanced level of pre-hospital, interfacility or emergency medical care that includes basic life support functions, cardiac monitoring, cardiac defibrillation, telemetered electrocardiography, administration of anti-arrhythmic agents, intravenous (IV) therapy, administration of specific medications, drugs and solutions, utilization of adjunctive ventilation devices, trauma care and other techniques and procedures authorized in writing by the Commissioner of the New Jersey Department of Health. The Respondent shall arrange for ALS services in accordance with established medical protocols.

**“APCO”** – means the Association of Public-Safety Communications Officials which is an organization of public safety communications professionals providing expertise, professional development, technical assistance, advocacy, and outreach, including but not limited to training and certification of public safety telecommunicators.

**“Basic Life Support Emergency Ambulance Service (BLS)”** - means a basic level of pre-hospital care which includes patient stabilization, airway clearance, cardiopulmonary resuscitation, hemorrhage control, initial wound care, and fracture stabilization and other techniques as approved by the New Jersey Department of Health, Division of Emergency Medical Services.

**“Certified” or “Certification”** - means official documentation that a person or agency has completed all the requirements of an approved training program and has demonstrated competence in the subject matter to the satisfaction of the certifying agency.

**“City”** – means the City of Jersey City, NJ.

**“Emergency Medical Technician (EMT)”** means a person trained in basic life support care and validly certified or recognized by the Commissioner of the New Jersey Department of Health in accordance with the standards for Emergency Medical Technician-Basic certification as set forth in New Jersey Administrative Code Title 8 - Department Of Health and Senior Services, Chapter 40A - Emergency Medical Technicians-Basics: Training and Certification.

**“First Responder”** means those individuals who in the early stages of an incident are responsible for the protection and preservation of life, property, evidence, and the environment, including emergency response providers as defined in section 2 of the Homeland Security Act of 2002 (6 U.S.C. 101), as well as emergency management, public health, clinical care, public works, and other skilled support personnel (such as equipment operators) that provide immediate support services during prevention, response, and recovery operations. (Source: NJ National Incident Management System). The Jersey City Fire Department currently provides First Responder Services and shall continue to provide First Responder services during the term of this contract.

**“Mobile intensive care unit (MICU)”** - means a specialized emergency medical services vehicle that is validly licensed by the New Jersey Department of Health, Division of Emergency Medical Services. MICU services and other non-emergency ambulance services are not included within the scope of this RFP.

**“Patient”** - means any person injured in an accident or who becomes ill within the corporate limits of Jersey City and who requires emergency medical treatment or emergency transport to a hospital. This includes, but is not limited to City residents, persons employed within the corporate limits of Jersey City, and tourists or other visitors to the City. The Respondent shall provide service without regard to a patient’s ability to pay for the service.

**“Priority One Calls”** - means life threatening emergency requests which meet the protocols established by the New Jersey State Police Office of Emergency Telecommunications Services (OETS).

**“Response Time”** - means the elapsed time from the time a call is received with sufficient information to dispatch an ambulance to the on-scene arrival of the first ambulance to patient location. The City requires the Respondent to provide a response time of eight (8) minutes or less to 90% of Priority One Calls.

**“RFP”** - means this Request for Proposals, including any amendments thereof or supplements thereto.

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**“Respondent(s)”** – means the interested persons and/or firm(s) that submit a Proposal.

**“Successful Respondent”** – means the persons and/or firm(s) awarded a contract to provide BLS services.

## **SECTION 2: INTRODUCTION AND GENERAL INFORMATION**

### **2.1 Introduction and Purpose**

The City of Jersey City is seeking proposals from qualified Respondents for Basic Life Support (BLS) Emergency Ambulance services as described herein.

### **2.2 Competitive Contracting Schedule and Evaluation**

As mentioned above, this contract will be awarded using the competitive contracting provisions of N.J.S.A. 40A:11-4.1(3)(f), which is a fair and open process under the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.

The City has structured a procurement process that seeks to obtain the desired results described above, while establishing a competitive environment to assure that each person and/or firm is provided an equal opportunity to submit a Proposal in response to the RFP.

Proposals will be reviewed and evaluated by a committee appointed by the Business Administrator, in accordance with the criteria set forth in Section 6 of this RFP, which will be applied in the same manner to each Proposal received. The proposals will be reviewed to determine if the Respondent has met the professional, administrative, and subject areas described in this RFP. Pursuant to N.J.A.C. 5:34-4.3(c)(2)(i), "the names of the individuals who serve as committee members shall not be publicly disclosed until the evaluation report is presented to the governing body."

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

Anticipated Procurement Schedule Activity	Date
1. Issuance of Request for Proposals	June 27, 2014
2. Receipt of Proposals	July 30, 2014
3. Approx completion of Evaluation of Proposals	August 14, 2014
4. Approx Award of Contract	September 10, 2014

### **2.3 Cost of Proposal Preparation**

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

#### **2.4 Proposal Format**

Prospective Respondents must submit a written proposal in a format specified by the City. Proposals must cover all information requested in this RFP, including conformance with Sections 3, 4 and 5. Proposals which in the judgment of the City fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

#### **2.5 Communications regarding this RFP**

All communications concerning this RFP or the RFP process shall be directed to the City's contact person, in writing, via fax, or via e-mail and **must be received by July 8, 2014**. Responses to all questions will be forwarded as addenda to all prospective respondents who have provided contact information. It is the prospective Respondent's responsibility to provide accurate contact information.

#### **2.6 Addenda or Amendments to RFP**

During the period provided for the preparation of responses to the RFP, the City may issue addenda, amendments or answers to written inquiries. Those addenda will be noticed by the City and will constitute a part of the RFP. Each Respondent is required to acknowledge Receipt of addenda by executing and submitting with its Proposal the Acknowledgment of Receipt of Addenda. A failure to acknowledge receipt of addenda will result in the rejection of the proposal, N.J.S.A. 40A:11-23.2(e). All responses to the RFP shall be prepared with full consideration of the addenda issued prior to the Proposal submission date.

#### **2.7 Rights of City**

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

- To determine that any Proposal received complies or fails to comply with the terms of this RFP.
- To reject any and all responses and/or components thereof and to eliminate any and all Respondents responding to this RFP from further consideration for this procurement.
- To reject any Respondent that submits incomplete responses to this RFP, or a Proposal that is not responsive to the requirements of this RFP.
- To supplement, amend, or otherwise modify this RFP, without prior notice, or to otherwise request additional information.
- To waive any technical non-conformance with the terms of this RFP.

- To change or alter the schedule for any events called for in this RFP upon the issuance of notice to all prospective Respondents who have received a copy of this RFP.
- To conduct investigations of any or all of the Respondents, as the City deems necessary or convenient, to clarify the information provided as part of the Proposal and to request additional information to support the information included in any Proposal.
- To suspend or terminate the procurement process described in this RFP at any time (in its sole discretion.) If terminated, the City may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.
- The City shall be under no obligation to complete all or any portion of the procurement process described in this RFP.

## **2.8 Disposition of RFP**

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

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

## **2.9 Open Public Records Act**

Although Section 2.9 indicates that all proposals will become public information, it is understood that OPRA contains exceptions. A Respondent may designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1, when the Respondent has a good faith legal and or factual basis for such assertion. The City reserves the right to make the determination as to what is proprietary or confidential, and will advise the Respondent accordingly. The location in the proposal of any such designation should be clearly stated in a cover letter. The City will not honor any attempt by a Respondent to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal. In the event of any challenge to the Respondent's assertion of confidentiality with which the City does not concur, the Respondent shall be solely responsible for defending its designation.

### **2.10 Other Conditions Applicable to RFP**

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

- The City may request Respondents to send representatives to the City for interviews.
- Consultant is required to comply with requirements of P.L. 1975, c. 127, the Law Against Discrimination and with N.J.A.C. 17:27-1.1 et seq., the Affirmative Action Rules.
- A party responding to this RFP must indicate what type of business organization it is e.g., corporation, partnership, sole proprietorship, or non-profit organization. If a party is a subsidiary or direct or indirect affiliate of any other organization, it must indicate in its proposal the name of the related organization and the relationship. If a party responding to this RFP is a corporation it shall list the names of those stockholders holding 10% or more of the outstanding stock.
- Section 8 of this document describes general terms and conditions. Section 9 of this document contains required administrative forms which must accompany all proposals. Exclusion of any required form is grounds for rejection of proposals.

### **2.11 Site Visits**

At the City's discretion, selected Respondents' dispatch centers and/or other facilities may be visited by evaluation committee members. Site visits will be scheduled in advance through the Respondents' contact person.

### **2.12 Term of Contract**

This contract will be awarded for a term of three (3) years ("Base Term"). The Successful Respondent shall agree to provide such services as specified herein for the entire term of the Contract. The date that the Respondent shall begin providing services is dependent upon the date the Contract is awarded by the City's Municipal Council. The Contract shall be awarded within 60 days of the date of receipt of proposals, unless an extension is requested by the City and agreed to by the Respondent. The Municipal Council meets on the second and fourth Wednesdays of each month. The Successful Respondent shall begin providing services on the first calendar day of the second month following the month in which the contract is awarded.

The City shall have the option to renew for two (2) additional one (1) year terms ("Option Period") for a total possible contract term of five (5) years. The option to renew shall be indicated no later than thirty (30) days prior to the expiration of the Base Term, whereby

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the City will send a notice that it is extending the Base Term of this Contract, as aforesaid, and the term of the Contract shall thereupon be extended for the Option Period on the same terms and conditions.

**SECTION 3: SCOPE OF SERVICES**

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

The following broadly describes the scope of services to be provided, operational standards required, and performance benchmarks expected.

**3.1 Technical Criteria**

According to the 2010 Census, Jersey City has 254,441 residents. According to a 2008 report prepared for NJ Department of Transportation, over 60,000 additional persons travel into the City daily to work. An undetermined number of persons travel into the City daily for shopping and tourism related purposes. The City's current BLS Respondent (Jersey City Medical Center) reported the following for previous years:

<b>Response/Year</b>	<b><u>2012</u></b>	<b><u>2011</u></b>	<b><u>2010*</u></b>
<b>Total BLS responses</b>	50,192	49,402	49,363
<b>Total Priority One responses</b>	16,546	16,241	15,302
<b>Total patient transports</b>	31,396	31,022	32,559

\*2010 extrapolated based  
on Jan – Jul 2010

**3.1.1 Services to be Provided**

The scope of the contract award shall include:

- a. Complete BLS emergency ambulance – 24/7/365
- b. ALS services to be provided in accordance with established medical protocols
- c. First responder service (either provided by Respondent or through reimbursement to City)
- d. Respondent shall provide first responder training
- e. Response time of eight (8) minutes or less to 90% of Priority One Calls
- f. Respondent shall maintain a central dispatching center operating 24/7/365

- g. Disaster planning
- h. Special events

### **3.1.2 BLS Emergency Ambulance Services**

The Successful Respondent shall provide a complete BLS emergency ambulance service to transport any person injured in an accident or who becomes ill within the corporate limits of Jersey City<sup>1</sup> and who requires emergency medical treatment or emergency transport to a hospital. The Successful Respondent shall provide such service without regard to a person's ability to pay for the service. Mobile Intensive Care Unit (MICU) services and other non-emergency ambulance services are not included within the scope of this RFP.

The Successful Respondent shall establish priorities as to life threatening, emergency, transportation, and no-response-necessary calls, subject to approval of the City of Jersey City.

The categories of BLS service shall include but are not limited to the following:

- a. Cardiac Related Problems - chest pain, pressure, tightness, discomfort, sweating, fatigue, pallor.
- b. Respiratory Distress - Shortness of breath, shallow or rapid breathing, gasping, labored breathing, turning blue.
- c. Unconscious Patient
- d. Diabetics
- e. Severe Trauma or Bleeding - Auto accidents, fall injuries, stabbing, gunshot wounds, industrial accidents, etc.
- f. Allergic Reactions
- g. Overdoses
- h. Strokes
- i. Electrocution
- j. Maternity
- k. Severe Burns
- l. Emergency transportation - From a physician's office to hospital or place of treatment or from hospital

### **3.1.3 Advanced Life Support**

The Successful Respondent shall arrange for ALS services in accordance with established medical protocols. The Respondent shall cooperate with the ALS provider and enter into any necessary agreements with the ALS provider.

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<sup>1</sup> See also Section 3.2.3; Geographic Coverage Options

### **3.1.4 First Responder Services**

The City shall provide First Responder Services through the Jersey City Fire Department ("JCFD"). The JCFD consists of four battalions; a map of the battalion boundaries is attached hereto as **Appendix A**.

### **3.1.5 First Responder Training**

The Successful Respondent shall provide all necessary first responder training to the JCFD and Emergency Services, at no cost to the City. This training shall include first responder, first aid, CPR, defibrillator, and any other mandated training.

### **3.1.6 Response time**

The Successful Respondent shall provide sufficient personnel and equipment to insure a response time of eight (8) minutes or less to 90% of Priority One Calls. The City understands that the Successful Respondent may, on occasion, arrange coverage from other providers in order to meet the response time requirement, however, the Successful Respondent may not sub-contract to another provider of BLS to provide service to Jersey City on a routine basis.

### **3.1.7 Dispatching Center**

The Successful Respondent shall maintain a central dispatching center operating 24/7 for communicating with its emergency ambulances. Successful Respondent will have the option of utilizing its own center, or locating its own hardware and software at the Jersey City Public Safety Communications Center (75 Bishop Street). The dispatching center shall operate as follows:

- a. It shall operate 24/7/365.
- b. It shall be staffed by a minimum of two (2) dispatchers, who must be Certified Emergency Medical Technicians during each shift who are APCO certified.
- c. It shall dispatch its emergency ambulances based on priority levels of the calls in accordance with the guidelines of the United States Department of Transportation and the NJ Department of Health.
- d. Its radio communications systems shall be capable of communicating with each emergency ambulance in service and meet all other specifications of the New Jersey Department of Health. The system shall be linked to all Jersey City hospitals, the Jersey City Department of Public Safety, and Jersey City Office of Emergency Management.
- e. Successful Respondent shall, at its own expense, outfit one (1) fully operational dispatch position at the City's Public Safety Communications Center (75 Bishop Street) for use during declared emergencies. It is the Successful Respondent's responsibility to ensure compatibility and interoperability with the City's existing infrastructure.

- f. Successful Respondent must have a redundant communication system.
- g. The City reserves the right to assume dispatch services at any time.

### **3.1.8 Disaster Planning – State of Emergency**

The Successful Respondent and the City shall work together in developing procedures for responding to natural disasters and other states of emergency within the City.

The City may declare a state of emergency in certain situations and, in that event, may call into service any other available ambulances or equipment not owned or operated by the Successful Respondent. Such action by the City shall not constitute a breach of this Agreement nor shall it absolve the Successful Respondent from its rights and obligations under this Agreement.

During a declared State of Emergency, the Successful Respondent will be required to assign appropriate staff member(s) to the Jersey City Office of Emergency Management Emergency (OEM) Command Center (EOC). The Successful Respondent must also be prepared to pre-stage assets within the City of Jersey City at the direction of the Director of Jersey City OEM.

### **3.1.9 Special Events**

The Successful Respondent shall provide one (1) staffed emergency ambulance at City-sponsored community events, health education projects, or other special events taking place in the City. The City acknowledges that this vehicle shall be one of the emergency ambulances in service at the time and that it may have to be called away in response to an emergency call.

The Successful Respondent agrees to provide emergency ambulance service to on duty employees of the City of Jersey City at no cost to the City. Successful Respondent shall respond to any and all calls for emergency assistance forwarded to it by the Jersey City Department of Public Safety and/or Jersey City Office of Emergency Management.

### **3.2 Management, Equipment and Coverage Criteria**

#### **3.2.1 Management and Staffing**

Successful Respondent shall comply with the following with respect to staffing:

- a. Ambulance Staffing - There shall be at least two (2) Emergency Medical Technicians - one (1) of whom may be the driver, on each vehicle. Each Emergency Medical Technician shall hold current certifications from the New Jersey Department of Health as an Emergency Medical Technician – Basic and a current certification in CPR and Defibrillator. Drivers must hold a valid New Jersey driver’s license. In addition to New Jersey Certifications, national certification or other states’ certifications recognized by the New Jersey Department of Health and Human Services are also acceptable.
- b. Recruitment - The Successful Respondent shall attempt to recruit qualified personnel residing within the City, however, the Successful Respondent shall be solely responsible for the hiring and management of employees.
- c. Qualifications - All ambulance and dispatching staff shall be trained in the use of radio transmitting and receiving. The Successful Respondent shall offer in-service training programs to ambulance and dispatching staff to assist its employees in keeping current their certification and to assure the maintenance of BLS services of high quality.
- d. Uniforms - All ambulance staff shall be properly uniformed and identified as to employer, name and title by a name plate or emblem attached to uniform and work jacket.

#### **3.2.2 Vehicles, Other Equipment, and Supplies**

Successful Respondent shall comply with the following with respect to vehicles, equipment and supplies:

- a. Ambulances - The Successful Respondent shall provide emergency ambulances necessary for the rendering of the services described herein in compliance with all applicable Federal, state and local laws, ordinances and regulations. The Successful Respondent shall provide documentation of appropriate licensing for its ambulances upon execution of this agreement.
- b. Radios and other equipment and supplies - The Successful Respondent shall be equipped with and maintain radios and other communication equipment and licenses necessary to comply with applicable Federal Communications Commission and New Jersey Department of Health guidelines. The Successful Respondent shall provide all other equipment and supplies necessary for it to render services under this Agreement.

- c. Maintenance, Replacement, and Storage of Ambulance and other Equipment - The Successful Respondent shall be responsible for the maintenance, replacement and storage of all ambulances and other equipment necessary to perform services under this Agreement.
- d. The City reserves the right to install Global Positioning System (GPS) equipment in Successful Respondent ambulances. If Successful Respondent ambulances are already GPS equipped, Successful Respondent agrees to share GPS data with the City.

### 3.2.3 Geographic Coverage Options

Respondents may propose on a geographic coverage option as set forth herein. All Respondents must submit a proposal under Option A. Respondents may choose to also submit under Option B. Thus, while Option A is mandatory, Respondents may submit a total of two Options under this RFP.

**“Option A – Entire City”:** Successful Respondent will be the sole contracted BLS provider for the entire corporate limit of Jersey City.

**“Option B – Half City”:** Successful Respondent will be the sole contracted BLS provider for approximately half of the geographic limits of Jersey City. Appendix B of this RFP is a map of Jersey City. The map divides Jersey City into a North Zone and a South Zone. Respondents may submit a proposal to provide service limited to either the North Zone or South Zone.

If proposing on both options, Respondent must submit two separate proposals.

**It is within the sole discretion of the City to award based on Option A or Options B, and whether to award to a single or to multiple Respondents, respectively.** All terms and conditions of this RFP apply under either option. Regardless of the Option selected for, the Successful Respondent shall provide BLS emergency transport service on a 24/7/365 basis to any hospital or other properly designated place for emergency medical treatment as directed by the patient, a physician, the patient’s condition and as otherwise required under State and Federal law. Successful Respondent shall provide and stage sufficient vehicles to meet the response time requirement.

### **3.3 Cost Criteria**

#### **3.3.1 Cost Proposal**

The City current receives BLS emergency ambulance services at no cost.

Respondents should provide a complete cost proposal for the full term of this contract. Proposal should include billing schedule (monthly, quarterly, etc). Respondents should be aware that the City Council meets the 2nd and 4th Wednesday of every month (except during the summer) to approve claims.

#### **3.3.2 Operating Expenses**

The Respondent shall be responsible for all operating expenses incurred in providing emergency ambulance services pursuant to this Agreement, including but not limited to salaries, fringe benefits, equipment and supplies, insurance, maintenance, and fuel.

### **3.4 Other Criteria**

#### **3.4.1 Compliance with Applicable Law**

The Successful Respondent shall comply with all applicable laws and regulations governing the provision of BLS emergency ambulance services, including but not limited to all employee licensing, training and education requirements, and ambulance and equipment maintenance and inspection requirements imposed by law. The Successful Respondent also agrees to comply with all state and local traffic laws and ordinances.

#### **3.4.2 Records and Reports**

The Successful Respondent shall provide all reports to the Jersey City Department of Public Safety and the Business Administrator. The Jersey City Department of Public Safety shall coordinate all BLS services for Jersey City with the Successful Respondent.

- a. Monthly Operating Report – the Successful Respondent shall provide to the City a monthly operating report. The report shall be sent in an electronic format acceptable to the City. The report shall contain the following:
  - Total number of BLS responses
  - The average response time to BLS calls
  - The number of response times over 8 minutes (see also Daily Response Time Report below)
  - The number of incidents a BLS Unit was not available
  - The number of incidents when a mutual aid ambulance was called into Jersey City.

- The total number of calls where the patient was not transported.
  - The total number of patient transports
  - The total number of stand-by assignments, special events or other assistance to Jersey City.
  - Monthly vehicle maintenance reports
- b. Quarterly Financial Report - the Successful Respondent shall provide a quarterly financial report to the City in an electronic format acceptable to the City which shall include:
- The number of BLS calls for the three month period.
  - Amount of reimbursement received for these calls
  - Number of calls and associated dollar amounts considered uncollectible.
- c. Daily Response Time Report - the Successful Respondent shall also provide a daily report of the number of response times exceeding 8 minutes. The report shall be sent in an electronic format acceptable to the City.
- d. Monthly Complaint Report - the Successful Respondent shall provide a monthly written report of each complaint of service that the it receives containing:
- Name, address, and telephone number of the complainant
  - Nature of complaint
  - Exact status of ambulance and personnel involved on behalf of the Respondent

### **3.4.3 Audits**

The Successful Respondent shall reply to all complaints of service received within one (1) week. If the Successful Respondent believes that the complaint is due to the actions of the City or its designee (rather than the Respondent), then it shall refer the complaint to the appropriate person representing the City and supply the Jersey City Department of Public Safety a copy of initial complaint within one (1) week.

- e. Monthly Roster Change Report – The Successful Respondent shall provide the City an updated roster with each personnel change in a monthly report.

All records and reports required to be prepared and maintained by the respondent 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.

The City shall have the right to conduct periodic and/or unscheduled program audits, vehicle inspections, patient care equipment inspections, and fiscal audits as often as it deems necessary for the purposes of monitoring the effectiveness of this Agreement. The Respondent shall receive a full copy of each report finding. The Successful Respondent agrees to cooperate fully with the City in the monitoring of the Agreement.

#### **3.4.4 Quality Assurance**

Quality Assurance functions shall be included and consist of, at least, routine call review and medical direction by a Physician.

#### **3.4.5 Roster**

The Successful Respondent shall provide the City with a full personnel roster and copies of required certifications prior to execution of this agreement.

#### **3.4.6 Levels of Service**

If the Successful Respondent for any reason shall be temporarily unable to provide services set forth herein, the Successful Respondent is hereby obliged forthwith to inform the City of Jersey City of that fact by calling the Jersey City Department of Public Safety or other designee for this purpose.

The City of Jersey City reserves the right to declare an emergency and to then call into service any other ambulances or equipment as needed, not associated with the Successful Respondent. This action shall not be deemed to be a breach of this agreement nor shall same absolve the Successful Respondent from performance hereunder or increase or diminish the Successful Respondent's financial entitlement hereunder.

#### **SECTION 4: WRITTEN PROPOSAL FORMAT**

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

##### **4.1 Mandatory content**

- Each proposal submitted must contain the eleven (11) sections described below:
- Title Page
- Table of Contents
- Executive Summary
- Background
- Scope
- Organization
- City Responsibilities
- Staffing
- Assumptions
- Cost Proposal
- Appendices/Other

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

##### **4.2 Title Page**

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

##### **4.3 Table of Contents**

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

##### **4.4 Executive Summary**

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

##### **4.5 Background**

In this section, Respondent should provide the background on their company including but not limited to:

- a. Financial, identification of the parent company, services, organization and company goals
- b. Copy of the company's Annual Report including auditor's report including financial statements of owners/principles for the last three (3) years
- c. Organizational chart
- d. Brief biography of those involved in the management of the company
- e. Evidence of experience, capability and financial responsibility for providing BLS ambulance services to large, densely populated urban areas.
- f. Copy of licenses issued by State, as required

#### **4.6 Scope**

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

#### **4.7 Organization**

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

#### **4.8 Jersey City Responsibilities**

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

#### **4.9 Staffing**

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

#### **4.10 Assumptions**

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

#### **4.11 Cost Proposal**

The City assumes that these services shall be provided at no cost to the City. Respondent should provide its cost proposal for the full term of this contract.

**4.12 Appendices/Other**

This section should include at minimum: Respondent qualifications, references and resumes. If Respondents feel that other materials are necessary (such as promotional literature, white papers, etc) they should provide them in a separate document clearly labeled "Additional Materials". Note that these materials may or may not be reviewed by all evaluators and will not be part of the official evaluation. Finally, any out-of-scope services not covered in other sections should be included here.

## **SECTION 5: PROPOSAL SUBMISSION REQUIREMENTS**

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

### **5.1 Number of copies**

Respondents must submit one signed original and 3 copies of their proposal, of which at least 1 must be unbound.

### **5.2 Proposal media**

Proposals forwarded by facsimile or e-mail will not be accepted. One signed original hardcopy is required. Respondent may submit 3 additional hardcopies or 3 softcopy versions (PDF only) on CD. Please note that the City will not be responsible for CDs or softcopy files which cannot be opened, and that this may be grounds for rejection.

### **5.3 Proposal format**

To facilitate a timely and comprehensive evaluation of all submitted proposals, it is essential that all Respondents adhere to the required response format. The City requires a standard format for all proposals submitted to ensure that clear, concise and complete statements are available from each Respondent in response to requirements. The required format is detailed in **Section 4**.

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

### **5.4 Proposal length**

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

### **5.5 Submission deadline**

Proposals must be received by the City no later than 4:00 p.m. prevailing time on July 30, 2014, and must be mailed or hand-delivered. The City assumes no responsibility for proposals received after the designated date and time and will return late proposals unopened.

## **SECTION 6: EVALUATION**

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

### **6.1 Evaluation Methodology**

Proposals will be evaluated by the Business Administrator and/or his designee or a committee appointed by the Business Administrator. Each evaluator will score the written proposals and rank the Respondents.

### **6.2 Evaluation Criteria**

There will be six broad criteria by which proposals will be evaluated. Each criterion will bear a certain weight, and the extent to which the criterion is met or exceeded will be determined by the committee.

#### **a. Required format**

Submission of all required forms

Submission of all required attachments and documentation

#### **b. Technical**

The committee will determine the extent to which Respondent's proposal addresses the technical requirements in Section 3. Respondent should indicate agreement with requirement and/or provide details of their methodology to comply with each item.

#### **c. Management, Equipment and Coverage**

Proposals should include lists of all prior/current clients. Documentation of municipalities of similar size and complexity will be viewed more favorably. Client references (including contact information) should also be included. Respondents should provide resumes, licenses, and certifications of personnel. Proposals which provide detailed accounts of team members' applicable experience and their anticipated roles in this project will be viewed more favorably. Coverage options must be clearly explained. Site visits, if applicable, will be evaluated.

#### **d. Cost Criteria**

The committee will review the cost proposal for the full term of this contract.

**e. Other Criteria**

Respondent will be evaluated against the various requirements under Section 3.4, including provision of the requested reports and audit data.

**f. Commitment to diversity**

Employment and recruitment of minority, women, and/or Jersey City residents consistent with the City's policies, should be described.

**6.3 Written Response Evaluation - Weighing of points**

Pursuant to the competitive contracting regulations under N.J.A.C. 5:34-4.3, the specific weighing of evaluation criteria shall be announced on day of receipt of proposals, prior to opening of proposals.

**6.4 Final Evaluation**

The City will select the most advantageous Proposal Statement based on the all of the evaluation factors set forth in this RFP, and make the award in the best interest of the City. The Respondent whose proposal is ranked highest among the greatest number of evaluators will be selected for the project. Each Proposal must satisfy the objectives and requirements detailed in this RFP. Successful Respondent(s) shall be determined by an evaluation of the total content of the Proposal Statement submitted.

The City will prepare a report listing all Vendors who submitted proposals, ranking them in order of evaluation, and recommending the selection of a Vendor, indicating the reasons why the Vendor was selected, and detailing the terms, conditions, scope of services, fees and other matters to be incorporated into the Contract.

**6.5 Contract award**

A contract will be awarded pursuant to N.J.S.A. 40A:11-4.1 *et seq.* and N.J.A.C. 5:34-4.1 *et seq.* (Competitive Contracting Law and Regulations). The Municipal Council will vote to accept the proposal of a Respondent within 60 days of the receipt of proposals, except that the proposals of any Respondents who consent thereto, may, at the request of the City, and consent of Respondent, be held for consideration for such longer period as may be agreed.

**SECTION 7: GENERAL TERMS AND CONDITIONS**

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

**7.1 Original/Authorized signatures**

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

**7.2 Affirmative Action requirements**

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

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

- a) A photo copy of a valid letter that the Respondent is operating under an existing Federally approved or sanctioned affirmative action programs (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 Respondent, in accordance with N.J.A.C. 17:27-4.

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

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

### **7.3 Business Registration Certificate**

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

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

### **7.4 Clarification of RFP**

Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the City's designated contact person's decision shall be final and conclusive.

### **7.5 Indemnification**

The Respondent, 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 device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and further agrees to indemnify and save harmless the City from suits or actions of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by any party or parties by, or from, any of the acts of the Successful Respondent, its servants or agents.

### **7.6 Insurance requirements**

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

- Comprehensive General Liability in the amount of \$2,000,000
- Workers Compensation in the statutory amount of \$100,000 and Employers' Liability in the amount of \$1,000,000
- Automobile Liability in the amount of \$2,000,000
- Medical Malpractice/Professional Liability in the amount of \$2,000,000

**7.7 Termination**

Failure to follow the specifications set forth herein, as may be amended through agreement of both parties, may constitute a breach of the contract. Should a dispute arise, and if, after a good faith effort at resolution, the dispute is not resolved, the Successful Respondent may cancel the contract by providing 90 days written notice to the City. The City reserves the right to cancel the contract for cause or for convenience by providing 30 days written notice to the Selected Respondent.

**SECTION 8: REQUIRED ADMINISTRATIVE FORMS**

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

JERSEY CITY RFP FOR BLS EMERGENCY AMBULANCE SERVICES:

RESPONDENT: \_\_\_\_\_

**RESPONDENT’S CHECKLIST**

Item	Respondent Initials	Administration Review
A. Proposal		
B. Non-Collusion Affidavit properly notarized		
C. Public Disclosure Statement*		
E. Mandatory Affirmative Action Language		
F. Americans with Disabilities Act		
G. Affirmative Action Compliance Notice		
H. MWBE Questionnaire		
I. Employee Information Report (or Form AA302)		
J. Business Registration Certificate		
K. Letter of intent		
L. Acknowledgement of Receipt of Addenda*		
M. Original signature(s) on all required forms.		

\*Failure to include the items marked with an asterisk (\*) with the Proposal will result in an automatic rejection of the Proposal.

## LETTER OF INTENT

(Note: To be typed on Respondent's Letterhead. No Modifications may be made to this letter.

[insert date]

Attn: Peter Folgado, Purchasing Agent  
Jersey City Department of Administration  
394 Central Ave., 2nd Floor  
Jersey City, NJ 07307

Dear Mr. Folgado:

The undersigned as Respondent, has (have) submitted the attached Proposal in response to a Request for Proposals (RFP), issued by the City of Jersey City (City), dated **[insert date]**, in connection with the City's need for BLS Emergency Ambulance Services.

Name of Respondent HEREBY STATES

1. The Proposal contains accurate, factual and complete information.
2. **(Name of Respondent)** agrees (agree) to participate in good faith in the procurement process as described in the RFP and to adhere to the City's procurement schedule.
3. **(Name of Respondent)** acknowledges (acknowledge) that all costs incurred by it (them) in connection with the preparation and submission of the Proposal prepared and submitted in response to the RFP, or any negotiation which results therefrom shall be borne exclusively by the Respondent.
4. **(Name of Respondent)** hereby declares (declare) that the only persons participating in this Proposal as Principals are named herein and that no person other than those herein mentioned has any participation in this Proposal or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the City.
5. **(Name of Respondent)** declares that this Proposal is made without connection with any other person, firm or parties who has submitted a Proposal, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.

6. **(Name of Respondent)** acknowledges and agrees that the City may modify, amend, suspend and/or terminate the procurement process (in its sole judgment). In any case, the City shall not have any liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this RFP.

7. **(Name of Respondent)** acknowledges that any contract executed with respect to the provision of [insert services] must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws.

\_\_\_\_\_  
(Signature of Chief Executive Officer or Principle)

\_\_\_\_\_  
(Typed Name and Title)

\_\_\_\_\_  
(Typed Name of Firm)\*

\_\_\_\_\_  
Dated

\*If joint venture, partnership or other formal organization is submitting a Proposal, each participant shall execute this Letter of Intent.

**CITY OF JERSEY CITY  
ADDENDUM ACKNOWLEDGEMENT FORM  
REQUEST FOR PROPOSALS FOR  
BASIC LIFE SUPPORT (BLS) EMERGENCY AMBULANCE SERVICES**

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

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

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

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Name of Vendor: \_\_\_\_\_

Street Address: \_\_\_\_\_

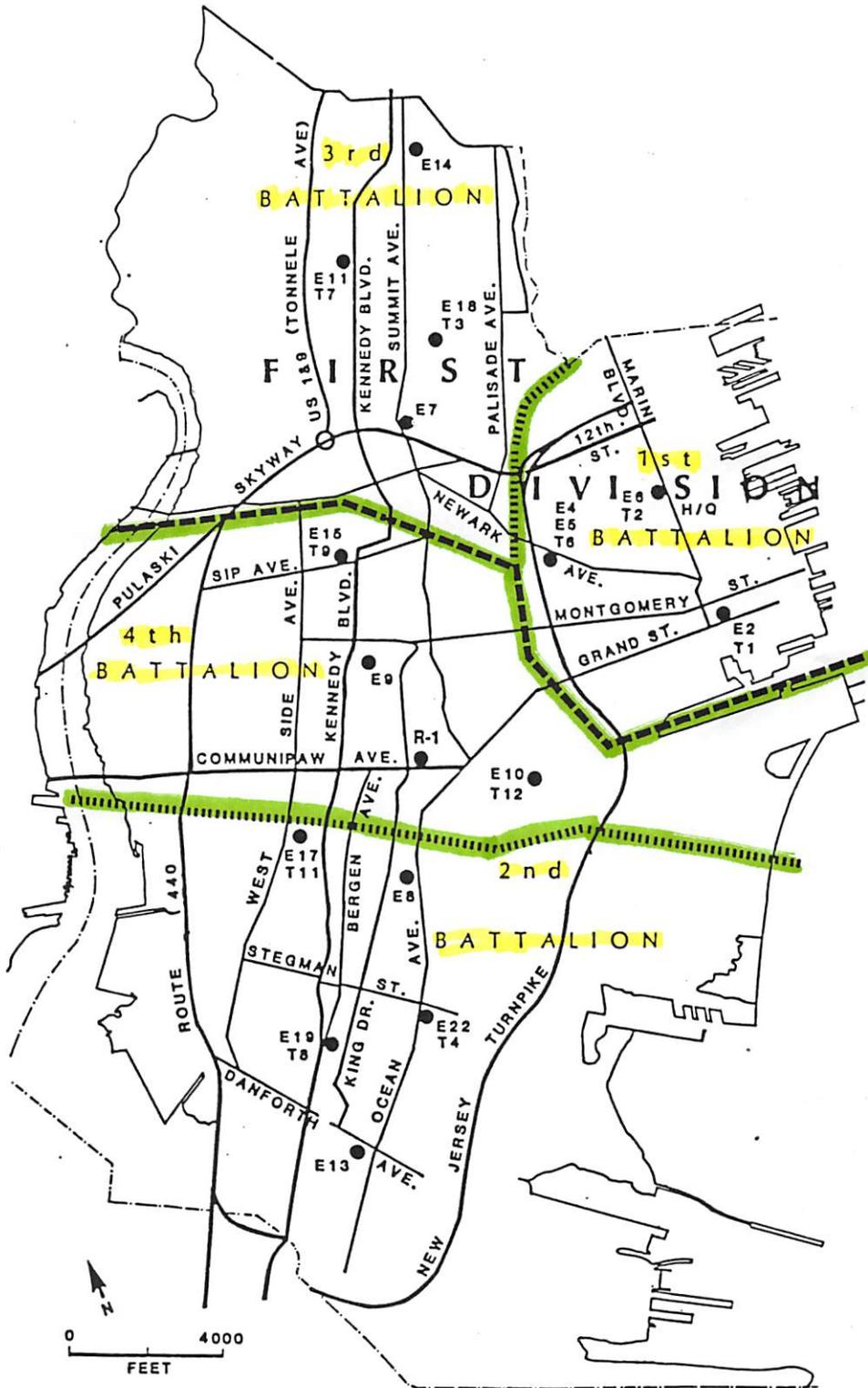
City, State, Zip: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

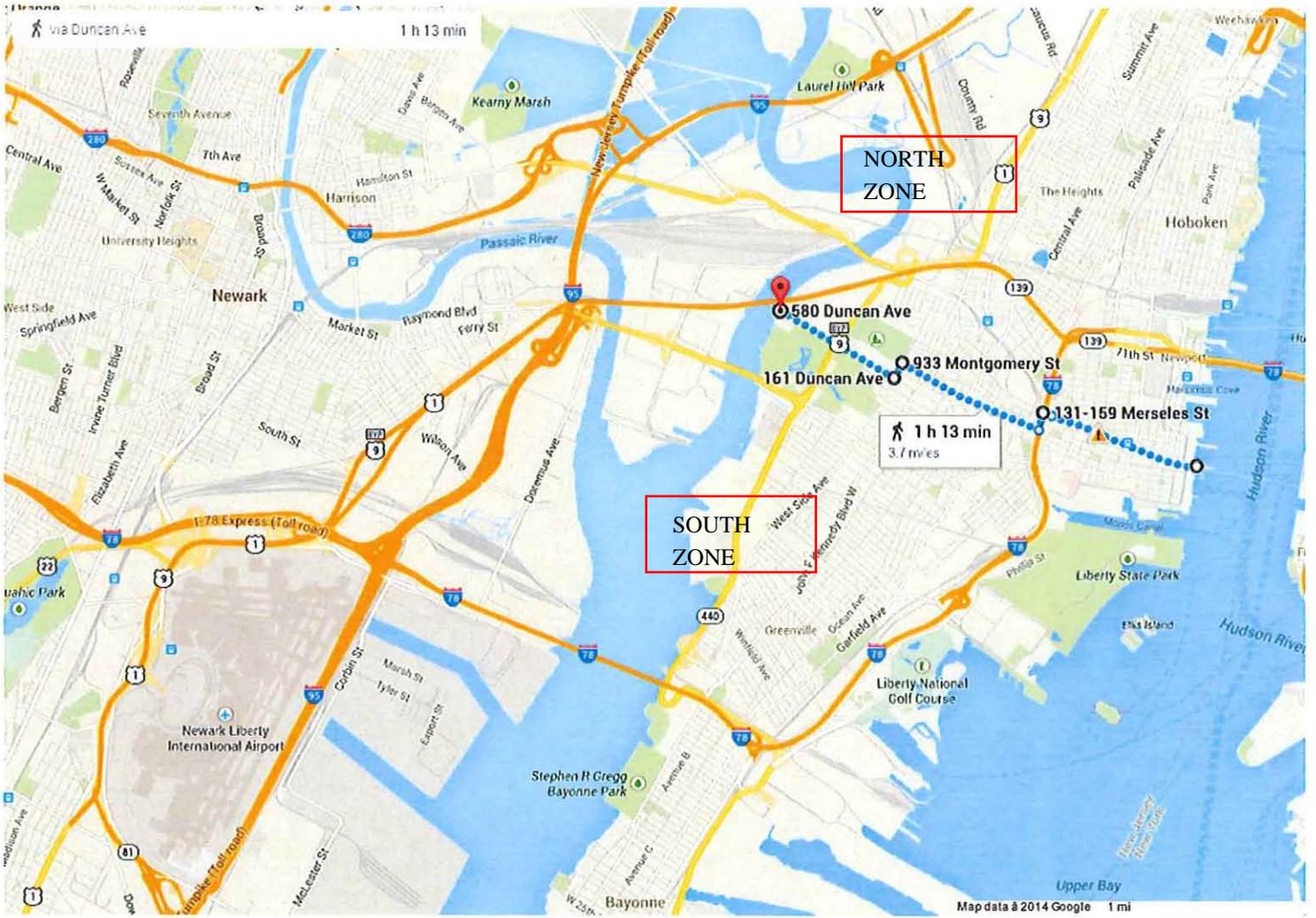
Date: \_\_\_\_\_

# Jersey City Fire Department

## Fire Station Distribution



APPENDIX B



**NON COLLUSION AFFIDAVIT**  
STATE OF NEW JERSEY  
CITY OF JERSEY CITY ss:

I certify that I am \_\_\_\_\_

of the firm of \_\_\_\_\_

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

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

(Signature of respondent) \_\_\_\_\_

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY \_\_\_\_\_ OF 20 \_\_\_\_\_

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20 .

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

**PUBLIC DISCLOSURE INFORMATION**

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

**STOCKHOLDERS:**

Name	Address	% owned

SIGNATURE : \_\_\_\_\_

TITLE: \_\_\_\_\_

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY \_\_\_\_\_ OF 20 \_\_\_\_\_

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20 .

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

# **EEO/AFFIRMATIVE ACTION REQUIREMENTS**

## **Goods, Professional Services and General Service Contracts**

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

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

(REVISED 4/13)

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

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

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

**EXHIBIT A (Continuation)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print): \_\_\_\_\_

Representative's Signature: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Tel. No.: \_\_\_\_\_

Date: \_\_\_\_\_

# Sample Letter of Federally Approved Affirmative Action Plan

U.S. Department of Labor

Employment Standards Administration  
Office of Federal Contract  
Compliance Program



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

February 27, 19\_\_

Reply to the attention of:

President

Dear

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

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

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

Sincerely,

Area Office Director



## State of New Jersey

**CHRIS CHRISTIE**  
*Governor*  
**KIM GUADAGNO**  
*Lt. Governor*

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

**ANDREW P. SIDAMON-ERISTOFF**  
*State Treasurer*

### ISSUANCE OF CERTIFICATE OF EMPLOYEE INFORMATION REPORT

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

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

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

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

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

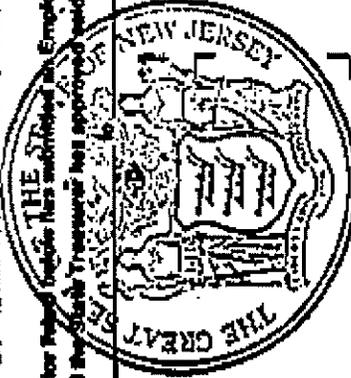
# Sample Certificate of Employee Information Report

**VOID**

Certification \_\_\_\_\_

## CERTIFICATE OF EMPLOYEE INFORMATION REPORT

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



State Treasurer

**VOID**

# Sample Employee Information Report Form AA302

Form AA302  
Rev. 11/11

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

**EMPLOYEE INFORMATION REPORT**

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

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY \_\_\_\_\_ 2. TYPE OF BUSINESS  
 1. MFG  2. SERVICE  3. WHOLESALE  
 4. RETAIL  5. OTHER \_\_\_\_\_ 3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY \_\_\_\_\_

4. COMPANY NAME \_\_\_\_\_

5. STREET \_\_\_\_\_ CITY \_\_\_\_\_ COUNTY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATED) \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

7. CHECK ONE IF THE COMPANY:  SINGLE-ESTABLISHMENT EMPLOYER  MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ \_\_\_\_\_

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT \_\_\_\_\_

10. PUBLIC AGENCY AWARDED CONTRACT \_\_\_\_\_  
 CITY \_\_\_\_\_ COUNTY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

**Official Use Only**

DATE RECEIVED	NAUG. DATE	ASSIGNED CERTIFICATION NUMBER

**SECTION B - EMPLOYMENT DATA**

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

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

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?  
 1. Visual Survey  2. Employment Record  3. Other (Specify) \_\_\_\_\_

13. DATES OF PAYROLL PERIOD USED  
 From: \_\_\_\_\_ To: \_\_\_\_\_

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

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

**SECTION C - SIGNATURE AND IDENTIFICATION**

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

17. ADDRESS NO. & STREET \_\_\_\_\_ CITY \_\_\_\_\_ COUNTY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_ PHONE (AREA CODE NO. EXTENSION) \_\_\_\_\_

# Sample Employee Information Report Form AA302

## INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

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

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

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

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

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

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

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

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

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

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

**ITEM 10** - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

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

Racial/Ethnic Groups will be defined:

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

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

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

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

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

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

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

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

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

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

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

### TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY (FEE IS NON-REFUNDABLE), TO:

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

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

# Sample Duplicate Certificate of Employee Information Report Request

Form Duplicate Cert.  
Rev. 11/11

Print Form



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

**DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST**

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

**SECTION A - COMPANY IDENTIFICATION**

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

3. COMPANY NAME

4. STREET CITY COUNTY STATE ZIP CODE

5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE  
 1. Lost Certificate  2. Damaged  3. Other (Specify)

**SECTION B - SIGNATURE AND IDENTIFICATION**

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

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

**SECTION C - OFFICIAL USE ONLY**

RECEIVED DATE:	DIVISION OF REVENUE DLN #:

**INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST**

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

**ITEM 2** - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).

**ITEM 3** - Enter the name by which the company is identified.

**ITEM 4** - Enter the physical location of the company. Include City, County, State and Zip Code.

**ITEM 5** - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.

**ITEM 6** - Print or type the name of the person completing the form. Include the signature, title and date.

**ITEM 7** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

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

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

**Trenton, New Jersey 08625-0206**

**Telephone No. (609) 292-5473**

**PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE**

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



## State of New Jersey

CHRIS CHRISTIE  
*Governor*  
KIM GUADAGNO  
*Lt. Governor*

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

ANDREW P. SIDAMON-ERISTOFF  
*State Treasurer*

### RENEWAL NOTICE

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

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

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

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

(AA-02 Rev. Mar-10)

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

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

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

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

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

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

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

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

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

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

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

**ITEM 10** - Not Applicable.

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

**Racial/Ethnic Groups will be defined:**

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

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

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

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

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

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

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

**ITEM 14** - Not Applicable.

**ITEM 15** - Not Applicable.

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

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

TYPE OR PRINT IN SHARP BALL POINT PEN

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

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

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473



STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY

Division of Public Contracts Equal Employment Opportunity Compliance

**DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST**

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

SECTION A - COMPANY IDENTIFICATION

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

3. COMPANY NAME

4. STREET	CITY	COUNTY	STATE	ZIP CODE
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5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE

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

[Empty box for specifying reason]

SECTION B - SIGNATURE AND IDENTIFICATION

6. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
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7. ADDRESS NO. & STREET	CITY	COUNTY	STATE	ZIP CODE	PHONE (AREA CODE, NO., EXTENSION)
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I certify that the information on this Form is true and correct.

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE:	DIVISION OF REVENUE DLN #:
----------------	----------------------------

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

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

ITEM 2 - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).

ITEM 3 - Enter the name by which the company is identified.

ITEM 4 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 5 - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.

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ITEM 7 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

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

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

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

## INSTRUCTIONS

### VENDOR ACTIVITY SUMMARY REPORTS

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

\*\*\*\*\*

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

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

Street \_\_\_\_\_ City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

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

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

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

\*\*\*\*\*

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

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

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

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

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

Representative's Name/Title Print: \_\_\_\_\_

Representative's Signature: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Tel. No.: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

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

Business Name : \_\_\_\_\_

Address : \_\_\_\_\_

Telephone No. : \_\_\_\_\_

Contact Name : \_\_\_\_\_

Please check applicable category :

\_\_\_\_\_ Minority Owned Business (MBE)

\_\_\_\_\_ Minority & Woman Owned  
Business (MWBE)

\_\_\_\_\_ Woman Owned business (WBE)

\_\_\_\_\_ Neither

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

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

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

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

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No. : \_\_\_\_\_

Contact Name: \_\_\_\_\_

Please check applicable category:

\_\_\_\_\_ Minority Owned Business (MBE)

\_\_\_\_\_ Minority & Woman Owned  
Business (MWBE)

\_\_\_\_\_ Woman Owned business (WBE)

\_\_\_\_\_ Neither

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**DIVISION OF PURCHASING COPY**

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

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

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

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

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.”

**STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND GAMING SERVICE CONTRACTORS**

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION
TAXPAYER IDENTIFICATION NUMBER: 37-047-322500	SEQUENCE NUMBER: 89972
ADDRESS: 1500 N. 10TH ST TRENTON, NJ 08611	ISSUANCE DATE: 02/14/04

*John S. Early*

**STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	147 ROBINSON AVE. TRENTON, NJ 08611
Certificate Number:	1053907
Date of Issuance:	October 14, 2004

**For Office Use Only:**  
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