



**CITY OF JERSEY CITY
REQUEST FOR PROPOSALS FOR
SECURITY GUARD SERVICES**

SUBMISSION DEADLINE:

**11:00 AM
July 21, 2015**

ADDRESS ALL PROPOSALS TO:

Peter Folgado
Purchasing Agent
City of Jersey City
394 Central Ave., 2nd 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@icnj.org

1.3 Procurement Process

This contract will be awarded as a contract for “security guard services” using competitive contracting pursuant to N.J.S.A. 40A:11-4.1 et seq.

1.4 Contract Form

If selected to provide services, it is agreed and understood that the Selected Vendor 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 Vendor 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 via BidSync. Questions and Answers and Addendums to this RFP will be provided via BidSync.

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 20, 2015, or by hand-delivery before 11:00a.m. prevailing time on July 21, 2015. 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 21, 2015, 394 Central Ave., 2nd Floor, Jersey City, NJ 07307.

1.8 Definitions

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

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

"Contract" - refers to the award given pursuant to this RFP, and consisting of this RFP, the Proposal and all required forms, with all necessary and original signatures, and any supplements or amendments thereto.

"Competitive Contracting" - refers to the process by which proposals are evaluated and contracts are awarded pursuant to N.J.S.A. 40A:11-4.1 et seq.

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

"Proposal" - refers to any response submitted pursuant to this RFP

"Vendor(s) or Vendor(s)" - means the interested persons and/or firm(s) that submit a Proposal or are awarded a contract to provide Security Guard services.

"Selected Vendor" - refers to the person/firm selected by the City to receive the Contract.

SECTION 2: INTRODUCTION AND GENERAL INFORMATION

2.1 Introduction and Purpose

The City is seeking proposals from qualified vendors for Security Guard Services, including both armed and unarmed guards, at various locations within the City.

2.2 Procurement Process and Schedule

This Contract will be awarded using the competitive contracting provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-4.1 et seq., which is considered 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 Vendor 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 Committee reserves the right to conduct site visits and/or interviews and/or to request that Proposers make presentations and/or demonstrations, as the Committee shall deem applicable and appropriate.

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 Vendors.

Anticipated Procurement Schedule Activity	Date
1. Issuance of Request for Proposals	June 2015
2. Receipt of Proposals	July 21, 2015
3. Completion of Evaluation of Proposals	August 2015
4. Award of Contract	August 19, 2015

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 Vendor. 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 Vendors 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 Proposal Guarantee

Each proposal shall be accompanied by a guarantee in the form of a Certified Check, Cashier's Check or Bid Bond in the amount of not less than 10% of the total amount in the Bid Proposal, but the Certified Check, Cashier's Check or Bid Bond or any combination thereof shall not exceed \$20,000.00. No cash will be accepted. This Certified Check, Cashier's Check or Bid Bond is offered as evidence of good faith and as a guarantee that, if awarded the contract, the Selected Vendor shall execute the Contract.

2.6 Consent of Surety

All Vendors must submit a certificate from an approved surety company, authorized to do business in this State, stating that it will provide the Contractor with a performance bond for the faithful performance of the provisions in the specifications, in the amount of \$350,000.

2.7 Communications regarding this RFP

All communications concerning this RFP or the RFP process shall be directed to the City's contact person via BidSync and must be received at least twelve (12) days before the RFP due date. Responses to all questions will be forwarded as addenda to all prospective Vendors who have provided contact information and posted on BidSync. It is the prospective Vendor's responsibility to provide accurate contact information.

2.8 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 Vendor is required to acknowledge receipt of addenda by executing and submitting with its Proposal the Acknowledgement of Receipt of Addenda. A failure to acknowledge receipt of addenda will result in rejection of proposal. All responses to the RFP shall be prepared with full consideration of the addenda issued prior to the Proposal submission date.

2.9 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:

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- 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 Vendors responding to this RFP from further consideration for this procurement.
- To reject any Vendor 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 Vendors who have received a copy of this RFP.
- To conduct investigations of any or all of the Vendors, 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 Vendors.
- The City shall be under no obligation to complete all or any portion of the procurement process described in this RFP.

2.10 Disposition of RFP

Upon submission of a Proposal in response to this RFP, the Vendor 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.

2.11 Open Public Records Act

Although Section 2.10 indicates that all proposals will become public information, it is understood that OPRA contains exceptions. A Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor's assertion of confidentiality with which the City does not concur, the Vendor shall be solely responsible for defending its designation.

2.12 Other Conditions Applicable to RFP

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

- The City may request Vendors to send representatives to the City for interviews.
- Vendor 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 Vendor 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.

2.13 Term of Contract

This contract will be awarded for a term of three (3) years (“Base Term”). Vendor shall agree to provide such services as specified herein to the City for such prices as indicated in its Proposal for the entire term of the Contract. The date that the Vendor 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 Vendor(s). The Municipal Council meets on the second and fourth Wednesdays of each month. The Vendor shall begin providing services on the first calendar day of the second month following the month in which the contract is awarded. On the last day of the Contract term, for any post where the regular work shift concludes after 11:59 p.m., the Vendor’s security guard shall work until the end of the shift.

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 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, subject only to the adjustment of charges as hereinafter provided.

SECTION 3: SCOPE OF SERVICES

3.1 GENERAL SCOPE OF WORK

The Vendor shall, in a satisfactory and proper manner as determined by the City, perform the following services and functions:

1. The Vendor shall provide the City with Security Services, both armed and unarmed, as indicated in this RFP to maintain security at the particular locations as specified by the City.
2. The Vendor shall provide security guard services for the surveillance and protection of the particular locations as specified by the City against fire, theft, pilferage, malicious destruction and vandalism in the interior and exterior of said premises.
3. The services of the security guards shall include monitoring the security desk metal detector and x-ray machine, as a receptionist greeting incoming visitors and providing directions when requested, parking lot attendant, patrolling building complex, escorting employees making bank deposits, pumping gas, providing special security details and other services as required by the Business Administrator or his authorized designee.

3.2 GENERAL REQUIREMENTS

1. The Vendor shall agree not to assign, subcontract or transfer any part of this Contract without the prior written consent of the City.
2. The Vendor agrees that all prices quoted herein shall be considered fixed and final and that no additional fees, surcharges, late payment charges, taxes or other increases shall be placed upon the services that are provided during the term of this agreement. All prices quoted shall include Saturdays, Sundays and holidays as required at no additional cost to the City. There will be no additional cost to the City for any overtime hours worked by the security guards.
3. The overall supervision of the security guards shall be under the direction of the Business Administrator or his authorized designee who shall determine the security requirements of the City and who shall verify the attendance and evaluate the performance and effectiveness of the security services at each specified location.
4. The Vendor shall provide a price on a per hour rate. The example used on the Proposal Form is for comparison only and the City may or may not award a Contract for all locations and hours in the example.
5. The City can add and delete locations and hours within the minimum and maximum numbers specified in the Proposal Form. At the City's request, the Vendor shall agree to

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adjust the time of the daily schedule at any facility to accommodate seasonal variations in facility operations.

6. The Vendor is required to be licensed by the New Jersey State Police to operate a Security Guard Service, as applicable, and must submit a copy of the license with the proposal. When the license expires the Vendor must submit a copy of the new license.
7. The Vendor is required to have all Security Guards receive certification of completion of the Security Officer Registration Act (SORA) and provide copies of the certificates with the first invoice. When additional Security Guards are approved copies of the certificates for the new Security Guards will be provided with the first invoice for the Security Guards. The Vendor is required to provide copies of the annually-renewed SORA certificates for all of the Security Guards.
8. The Vendor is required at all times to have adequate supervisory staff and security guards with approved Police background identification review (at locations determined by the Public Safety Department) to cover all posts.
9. The Vendor is required to provide replacement guards for any absent guards at the scheduled starting time for the posts and for any guards requiring to leave posts for any reason i.e., lunch, break, illness, personal emergency, etc.
10. The Vendor will provide security guards trained for the location to provide coverage for absent City security guards when requested.
11. The Vendor's employees will use a hand-scanner or use other means to verify the work hours. The security guards will come in on the non-paid training time to be programmed on the scanner prior to starting work.
12. The Vendor is responsible for providing communication equipment for the security guards at all posts as required to perform the duties at the posts. The Vendor, at his expense, must supply the security guards with cell phones for communication needs with City personnel. The cell phone numbers of the security guards at each post shall be provided to the City and updated on an ongoing basis as necessary. The Vendor will provide a monitoring equipment system for each location to provide documentation that the security guards are completing the assigned patrol of the location.
13. The Vendor will be required to monitor the use of individual cell phones for personal calls incoming and outgoing by the security guards which are not allowed.
14. The Vendor shall be fully responsible for maintaining a complete and comprehensive set of certified payroll records pertaining to the services performed by its employees at each site on each day. The Vendor will provide a copy to the City upon request. The Vendor shall submit to periodic inspections of payroll records by the agents of the City, the State

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of New Jersey or of the Federal Government, as required. When by inspection of payroll records, a discrepancy have been determined that has resulted in over payment/under payment, the Business Administrator or his authorized designee shall correct such errors in the next payment to the Vendor. In the event of a dispute between the Vendor and the Business Administrator or his authorized designee, the dispute resolution procedure shall be applicable.

15. The Vendor shall make written weekly reports to the City which shall indicate the names of the guards, whether full time or part time, the number of hours on each tour of duty and a log of all investigations and complaints or incidents. A copy of the daily logs shall be submitted each billing period.
16. The Vendor in performing the services required hereunder, shall exercise due diligence in employing only trustworthy and reliable persons. In addition, the Vendor shall assure the City that each such person shall have the City's rules and regulations regarding security of the City properly reviewed with him or her. Also, the Vendor shall maintain and furnish to the City upon request a personnel sheet on each employee of the Vendor who has occasion to enter upon any City property in the performance of the services required hereunder. This personnel sheet shall contain the employee's name, address, telephone number, job duties, key assignment and any other information deemed necessary by the City.
17. Security personnel employed under the terms of this Contract shall be deemed to be employees of the Vendor and the Vendor shall pay all salaries, benefits, social security taxes, unemployment insurance and any other taxes relating to such employees.
18. The Vendor shall retain for a 90-day transitional employment period all employees who were employed by the terminated Vendor and its subcontractors at the building(s) covered by any predecessor's terminated contract.
19. During the transitional employment period, if the City finds that fewer employees are required to perform the new service contract than had been performing such services under the terminated contract, then per the City's finding and with written consent from the City, the successor contractor may undertake a layoff process, and shall retain employees by seniority within job classification. The successor contractor shall maintain a preferential hiring list of those employees not retained, if any, from which the successor contractor or its subcontractors shall hire additional employees. Except for such layoffs, during the 90-day transition period, the successor contractor shall not discharge without cause an employee retained pursuant to this section. Neither bidders nor the successor contractor have the ability to alter the scope of work, number of personnel or hours required at each location as per the within RFP, without prior written consent of the City. At the end of the 90-day transition employment period, the successor Vendor shall perform a written performance evaluation for each employee retained pursuant to this section. If employee's performance during such 90-day period is satisfactory, the

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successor Vendor or subcontractor shall offer the employee continued employment under the terms and conditions established by the successor Vendor or subcontractor or as required by law.

20. The Vendor shall be required to make a good faith effort to provide employment to any applicants recommended by the City, to employ residents of Jersey City and to employ minority and female workers consistent with the applicable City employment goals.
21. Security guards are required to speak, read, write and understand English.
22. Security guards will be required to possess a driver's license valid in New Jersey if the operation of a vehicle, rather than employee mobility, is necessary to perform essential duties of the position.
23. A site must always be covered during the hours for which services have been requested. A security guard cannot leave the site until a relief security guard (Vendor guard or City guard, if available) is provided. The Vendor is required to have enough employees to provide coverage on time at all locations for the scheduled hours. When there is an emergency the City may provide a City employee to cover a location until the Vendor's guard arrives. The Vendor will reimburse the City the cost of the overtime hourly rate for the City employee for the time the emergency coverage is provided. When the City guard is late the Vendor's guard is required to work until the City guard arrives. The City will reimburse the Vendor the cost of the hourly rate for the Vendor guard for the time the coverage is provided.
24. Any costs incurred by security personnel assigned under this Contract as a result of court appearances, when events demand such services on behalf of the City, shall be paid by the City.
25. The Vendor shall submit with the proposal the written instructions, regulations and procedures which the employees will follow at the City locations.
26. The City has the right to require the Vendor to remove from a City location any employees deemed incompetent, careless, insubordinate, or otherwise objectionable; or any personnel whose actions are deemed to be contrary to the public interest or inconsistent with the best interests of the City.
27. All employees of the Vendor are required to be approved by the New Jersey State Police, as applicable. Employees of the Vendor assigned to a City location are not currently required to have a Jersey City Public Safety identification review approval before starting work at the City locations. If during the Contract term, the City determines that a Jersey City Public Safety identification review approval will be necessary for guards assigned to a specific location, the review will be conducted by the Jersey City Police Department at no cost to the Vendor.

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28. The Vendor shall take all precautions to insure that no theft or other incidents occur during the security guard's surveillance period. Should such incident occur, it should be immediately reported to the security guard supervisor who, in turn should report it to the proper law enforcement personnel. The security guard supervisor should contact the Business Administrator's authorized designee immediately to advise of the incident. The security guard supervisor should then prepare a written incident report and forward copies to the authorized designee of the Business Administrator as well as to the Vendor's main office. Further investigation will be conducted by Police, for any theft of property resulting from the negligence of Vendor's employees. The replacement cost or the value thereof shall be borne by the Vendor. The Vendor shall be absolutely liable for any and all property loss suffered by or occasioned to the City due to Vendor's negligence during the term of the Contract.
29. The Vendor will provide on-site random checks on security guards at each location by a supervisor a minimum of three (3) times per week (each location not each security guard). The Vendor will not advise the security guards in advance of the inspections. Inspections must include the night shifts at all locations. This includes weekends at the MLK Center after 9:00 pm and Public Works every night from 11:00pm-7:00am. The Vendor will submit written reports stating the dates and times of the supervisor's visit and findings at the locations with a signature and any comments from the guard to be submitted with each request for payment.
30. Security guards will be limited to working one full time shift to maximum of (10) hours within a twenty four (24) hour period at any location.
31. The Vendor will allow thirty (30) minutes travel time when a security guard leaves one location to begin work at another location.
32. The Vendor will provide adequate training for any security guard assigned to a location in the specific requirements of the duties at the location prior to beginning the assignment. The Vendor will provide a general orientation meeting for all security guards to review the specific security requirements for each location.
33. Security Guards employed by the Vendor shall be properly trained and shall possess all certifications required by law to provide security guard services at a building or facility owned or leased by a public entity. All costs associated with the training of the Vendor's security guards shall be the Vendor's responsibility.
34. The Vendor shall not receive any additional compensation for training of the employees of the Vendor. All orientation and training required for employees of the Vendor will be paid by the Vendor as part of the hourly rate and will not be eligible for any additional payment.

35. The City reserves the right to provide orientation and further training for the Vendor whenever the City determines that the Vendor's performance does not meet the performance criteria expected by the City.
36. The Vendor will be available to meet with the Business Administrator or his authorized designee as often as necessary to respond to questions or complaints on the security guard services and to review and make recommendations concerning the security guard services.
37. The Vendor cannot use all part-time security guards to meet the proposal requirements.

3.3 ARMED SECURITY GUARDS/RETIRED POLICE

1. Armed Security Guards must be retired police officers without any pending litigations in Court or domestic accusations against them.
2. Armed Security Guards are required to have the following:
 - a. Certified in the use of firearms by the Police Training Commission of New Jersey.
 - b. A valid permit to carry a gun.
 - c. A gun provided by the individual or the Vendor.
 - d. A valid Retired Police Officers Card which must be carried with them at all times during work hours. A copy of the card is to be submitted by the Vendor before the start of the contract and updated when revised for renewal or a new security guard.
 - e. A valid Security Officer Registration Act (SORA) card which must be carried with them at all times during work hours. A copy of the card is to be submitted by the Vendor before the start of the contract and updated when revised for renewal or a new security guard.
3. The Vendor will provide uniforms at no cost to the City which will be approved by the Business Administrator or his designee based on recommendations by the Chief Judge.
4. The Armed Security Guards will not be paid when the location is closed or has a late opening or early dismissal, unless specifically requested by City to do so.
5. The security guards will be provided with scanner numbers to scan in and out.

3.4 WAGE AND HEALTH BENEFITS OBLIGATION FOR GUARDS

This contract is subject to certain wage and health benefit standards for both unarmed and armed guards. All employees of the Vendor under this contract shall receive no less than the required wage and benefits rates provided in greater detail below. See Section 7.9 Payments.

3.5 REIMBURSEMENT TO CITY

1. The Vendor will be required to reimburse the City monthly for all costs incurred by telephone usage provided by the City to the security guard posts. The use of City telephones for personal calls by the security guards is not allowed. However, all telephone calls made from or collect calls to these posts will be the responsibility of the Vendor to monitor and the cost for all calls will be reimbursed to the City.
2. The Vendor shall take all precautions to insure that no theft or other incidents occur during the security guard's surveillance period. Should such incident occur, it should be immediately reported to the security guard supervisor who, in turn should report it to the proper law enforcement personnel. The security guard supervisor should contact the Business Administrator's authorized designee immediately to advise of the incident. The security guard supervisor should then prepare a written incident report and forward copies to the authorized designee of the Business Administrator as well as to the Vendor's main office. Further investigation will be conducted by Police, for any theft of property resulting from the negligence of Vendor's employees. The replacement cost or the value thereof shall be borne by the Vendor. The Vendor shall be absolutely liable for any and all property loss suffered by or occasioned to the City due to Vendor's negligence during the term of the Contract.
3. In the event the Security Guard damages any property of the City, a reasonable estimate of the cost to repair or replace the property is required to be reimbursed to the City by the Vendor.

3.6 UNIFORM AND DRESS CODE

1. The Vendor's employees shall be required to dress alike in a complete uniform supplied by the Vendor with employee identification clearly designated. The Vendor shall provide the uniform to the security guards at no cost to the security guards.
2. In addition to the aforementioned uniform, any and all other material, equipment, etc., used by the Vendor, shall be supplied by the Vendor at no cost to the security guards.

3. The uniform to be worn shall be approved by the Business Administrator or his authorized designee.
4. The security guards are to maintain a neat appearance at all times.

3.7 PROFESSIONALISM OF SECURITY PERSONNEL

Vendor's employees assigned to each City facility shall be expected to recognize that they are the first person with whom a visitor comes in contact with at the location and should be pleasant and helpful.

Each security guard assigned to City facilities are ambassadors to the public and as such a high level of performance shall be expected.

The expectations of professionalism include, but are not limited to:

1. Security guard will be polite to all employees and visitors and will be alert and greet every employee or visitor to the location in a congenial, courteous and respectful manner. Courteous behavior is expected from all security personnel whenever an employee or visitor enters and exits a building. The security guard will not use foul and abusive language at any time regardless of provocation.
2. Each security guard assigned to a location shall be familiar with the governmental operations conducted at the facility and be able to direct visitors to the appropriate offices.
3. Each Security Guard shall refrain from watching television, wearing headphones, playing loud music or radio, and drinking intoxicating beverages. Sleeping while on duty are grounds for replacement or dismissal. The use of City telephones for personal calls is not allowed. The Guard should refrain from excess use of personal cell phones while on duty. The security guard will not engage in rough and rowdy behavior or fight while on duty.
4. The failure of the Vendor's employees to perform their services and conduct themselves in a professional manner shall be grounds for the City to terminate this contract for cause or convenience. The Business Administrator or his authorized designee shall insure the Vendor's compliance with these requirements.
5. The security guard may not leave the post without authorized relief and may not perform or engage in personal work or activities without specific permission from the supervisor.
6. The security guard will not have unnecessary conversations with employees or other people. Friends, relatives or visitors are not allowed at the security guard post.

3.8 DUTIES OF SECURITY GUARDS

The specific duties of security guards shall include but not be limited to, the following responsibilities:

1. Where appropriate, it may be the responsibility of the security guard to check the identification card of every City employee entering such location during business and non-business hours.
2. The Security Guard will have all employees entering a building prior to 8 A.M. and after 5 P.M. to sign-in and out. The hours may be changed for different locations.
3. Where appropriate, it may be the responsibility of the security guard to require visitors to sign a ledger book upon entering and exiting the building and a policy may be implemented in which the security guard will issue a Visitor's Pass to all individuals who are not employees of the City who seek entrance to particular locations.
4. Where appropriate, the security guard will contact the office to be visited to announce the visitor before access to the office is allowed.
5. Where appropriate, all boxes or materials brought into the building must be checked by the security guard.
6. Where appropriate, the security guard will be required to inspect all packages or materials taken out of the building. Authorization from the Business Administrator or his authorized designee will be required.
7. It shall be the responsibility of the security guard to monitor the removal of any and all property (such as paintings, furniture, computers, telephones, calculators, typewriters, etc.) from any location.
8. Where appropriate, it shall be the responsibility of the security guard to answer telephones, provide assistance and direction to the callers as required.
9. Where appropriate, the security guard may be required to operate metal detectors and x-ray machines.
10. Where appropriate, it will be the security guard's responsibility for patrolling the parking area insuring that only authorized vehicles are parked in the appropriate spaces, moving vehicles to the correct parking area and patrolling the building and exterior of the location.
11. It shall be the responsibility of the security guard to have a working knowledge of the locations of City agencies, to monitor the flow of traffic and direct visitors to the proper location, to provide basic information to routine requests by visitors and to be able to

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recognize on sight elected City officials and department and division directors. The security guard shall be familiar with the location and operation of any emergency communication systems and know how to reach the police and fire departments.

12. Where appropriate, it shall be the responsibility of the security guard to notify the appropriate law enforcement personnel of any visitor or unauthorized City employee bringing weapons of any kind into any City facility or of any altercation that occurs.
13. All security guards shall contact the City's supervising security guard to report any incidents, problems or suspicious activity and make a written incident report.
14. Where appropriate, it shall be the responsibility of the security guard to provide gas attendant services at all locations with gas pump facilities. Currently, the only such location is Public Works which has two (2) unleaded gas pumps and two (2) diesel gas pumps requiring one security guard to provide this function at all times.
15. The security guard will not leave the assigned location at any time except to use the restroom without calling your supervisor and the City supervisor at 201-547-5653. Lunch is to be taken at the location.
16. The security guard will pass on to the security guard on the next shift any orders pertaining to the post. If the security guard for the next shift is not fit for duty or does not arrive on time, call your supervisor and the City supervisor and remain at your location until the replacement is sent. Do not scan out until the replacement arrives.
17. The security guard will follow all written and verbal orders and review the duties of the post on a daily basis. If anyone gives the security guards a change in assignment they should call the supervisor and the City supervisor before accepting the request.
18. The security guard will respond to anyone making a complaint should enter it on the incident report form and call your supervisor and the City supervisor to advise them.
19. The security guard will not permit soliciting, collecting contributions and distribution of handbills at the location.

LOCATION: M. L. K. COMMUNITY CENTER

The Security Guard is responsible for opening the building and turning off the alarm system. When arriving, the Security Guard will scan-in and call ext. 5653 with the time of arrival.

At the end of the day the Security Guard is to notify the person in charge of any events ½ hour before the ending time to make certain that everyone leaves the building on time and that all windows are closed and all doors are locked. When leaving the Security Guard will scan-out and call ext. 5653 with the time the building is being closed and set the alarm system and lock the building.

Request all employees to show City photo identification when entering.

Request all visitors to show photo identification and sign in and check the signature to match the identification printing clearly. The Security Guard will call the office the visitor is to go to and announce the visitor before allowing the visitor to proceed.

When a delivery person enters the building the Security Guard will call the office receiving the delivery to request someone from that office to come to the Security Desk to meet the delivery person.

The Security Guard will monitor the cameras from the Security Desk and report any incidents to the Building Director, your supervisor and the City supervisor at 201-547-5653 and make an incident report. When necessary call the Police.

The Security Guard should not leave the building. The Security Guard is paid through lunch and does not get a lunch hour to leave the building but is allowed to bring lunch or have it delivered and eat at the Security Desk.

The Security Guard cannot have any personal visitors with them at the Security Desk.

When requested by the building Director the Security Guard will patrol the interior and exterior of the building checking in at designated locations. At all other times the Security Guard should not be outside the building.

LOCATION: PUBLIC WORKS

FRONT GATE

Keep the entrance gate down at all times until you allow the employee or visitor to proceed.

Request visitors to show photo identification and sign in and out, printing clearly.

Call the designated office to announce the visitor before allowing the visitor to proceed. Give the visitor directions to the visitor parking spaces and to the designated office.

Request all employees including non-uniformed Police Officers to show the City photo identification.

After 4:00 P.M. on Monday to Friday and at all times on Saturdays, Sundays and Holidays, require all employees and visitors to show photo identification and sign in, printing clearly, name, destination, time-in when entering and when leaving sign time-out. Employees must have written authorization from the Public Works Director to be allowed to enter.

*Security guard at this location shall have a vehicle on site provided by the Vendor.

A Security Guard is required at all times to be at the front entrance security booth, except for when patrolling in vehicle. The Security Guard should not leave the security booth, except for when patrolling in vehicle. The Security Guard is paid through lunch and does not get a lunch hour to leave the security booth, but is allowed to bring lunch or have it delivered and eat in the security booth.

The Security Guard cannot have any personal visitors with them at the security booth.

The Security Guard will report any incidents to the supervisor and the City supervisor at 201-547- 5653 and make an incident report. When necessary call the Police.

LOCATION: PUBLIC WORKS

GAS PUMPS

Ask the driver whether they want gas or diesel fuel. Ask each driver if the oil should be checked and mark the report sheet. If oil is needed, the guard will put oil in and mark the report sheet.

Take the key from the driver to insert in the pump and do not return the key to the driver until the hose is removed and pumping is completed.

Complete the daily report sheet for each Police vehicle (marked and unmarked), printing the information clearly and ask the driver to sign it. Complete a separate daily report sheet for the Board of Education school buses, printing the information clearly and request the driver to sign it. Complete a separate daily report sheet for the Parking Authority vehicles, printing the information clearly and request the driver to sign it. Complete a separate daily report sheet for the Library vehicles, printing the information clearly and request the driver to sign it.

On the first of each month give the completed gas and diesel fuel report sheets from the previous month for each day that month from the 7:00 A.M. - 3:00 P.M., 3:00 P.M. - 11:00 P.M. and 11:00 P.M. - 7:00 A.M. guard shifts for both the City vehicles, the Board of Education school buses, the Library vehicles and the Parking Authority vehicles to the City Supervisor of Security Guards.

When the Director of Automotive Maintenance provides written authorization for other vehicles to receive gas or diesel fuel, provide for these vehicles separate daily report sheets. Print the information clearly and request the driver to sign the sheet. The sheets should be given to the City Supervisor of Security Guards.

When deliveries of gas and diesel fuel are made, direct the driver to give the receipt form to the Dispatch Office.

The Security Guard should not leave the gas pump booth. The Security Guard is paid through lunch and does not get a lunch hour to leave the gas pump booth, but is allowed to bring lunch or have it delivered and eat in the gas pump booth.

The Security Guard cannot have any personal visitors with them at the gas pump booth.

The Security Guard will report any incidents to the supervisor and the City supervisor at 201-547-5653 and make an incident report. When necessary call the Police.

LOCATION: CITY HALL

PARKING LOTS

Closely monitor the parking lot to allow assigned parking spaces to be used only by the employees assigned to the parking spaces.

Visually check all parked cars for valid City permits, decals or placards. Immediately notify contact below if car is parked without permission.

Control the use of the parking lot for deliveries and visitors to avoid blocking the assigned parking spaces.

Monitor the parking lot at Montgomery Street to York Street.

Monitor the handicapped entrance.

When a delivery person enters the building the Security Guard will call the office receiving the delivery to request someone from that office to come to the Security Desk to meet the delivery person.

The Security Guard should not remain in the security booth unless it is inclement weather. The Security Guard is to be outside the booth monitoring the parking lot. The Security Guard is paid through lunch and does not get a lunch hour to leave the security booth, but is allowed to bring lunch or have it delivered and eat in the security booth.

The Security Guard cannot have any personal visitors with them at the security booth.

The Security Guard will report any incidents to the supervisor and the City supervisor at 201-547-5653 and make an incident report, and/or when necessary call the Police.

**CITY OF JERSEY CITY
PURPOSE: SECURITY GUARDS**

**REQUEST FOR PROPOSALS
DUE DATE: JULY 21, 2015**

LOCATION: CITY HALL

SECURITY DESK

Open the building by deactivating the alarm system and unlock all basement doors and first floor front doors. Scan in and call 201-547-5653 with the time of your arrival.

Request all employees and visitors to show photo identification when entering and to sign in printing clearly name, destination, time-in when entering and when leaving sign time-out.

Call the City office to announce all visitors before allowing the visitors to proceed except the City Clerk's Office and Tax Collector's Office.

Monitor the metal detector and x-ray machine. The guard is required to wear the monitoring badge on the shirt collar.

The Security Guard will monitor the cameras from the Security Desk to allow only handicapped employees and handicapped visitors to enter through the Montgomery Street basement handicapped entrance.

The Security Guard will report any incidents to the supervisor and the City supervisor at 201-547-5653 and make an incident report, and/or when necessary call the Police.

When notified that a visitor wants to make a delivery, the guard will arrange for the delivery entrance to be opened to allow for the delivery and locked when the delivery is completed.

When the last employees and visitors leave City Hall lock the front doors, check the first floor side emergency exit doors, check all of the basement exit doors to make sure they are closed, scan out and set the alarm system.

The Security Guard should not leave the building. The Security Guard is paid through lunch and does not get a lunch hour to leave the building, but is allowed to bring lunch or have it delivered and eat at the Security Desk.

The Security Guard cannot have any personal visitors with them at the Security Desk.

**CITY OF JERSEY CITY
PURPOSE: SECURITY GUARDS**

**REQUEST FOR PROPOSALS
DUE DATE: JULY 21, 2015**

LOCATION: MUNICIPAL COURT

ARMED GUARDS

Front Entrance/Employee Entrance

Request all employees to show City photo identification upon entering the main (front) entrance.

Monitor the metal detector and x-ray machine (front entrance only). The guard is required to wear the monitoring badge on the shirt collar.

Advise all non-court employees and visitors that all foods and liquids are not allowed in the building. Anyone that refuses cannot be allowed to enter the building.

The Security Guard should not leave the building except for lunch/break as noted below.

The Security Guard gets a half hour to leave the building, but must coordinate with the other on duty Security Guard so that the security desk is attended at all relevant times. Security Guard will not get paid during this half hour lunch/break period.

The Security Guard cannot have any personal visitors with them at the Security Desk.

The Security Guard will report any incidents to the City supervisor at 201-547-5653, Police and Office of the Court Director. The Security Guard will also make an incident report out for each incident as they occur. Copies of all incident reports are to be forwarded to the Office of the Court Director within twenty-four hours of the incident.

Courtroom, Public Defender and Violations Bureau

The duties will be to provide the six (6) Courtrooms, the Office of the Public Defender and the Violations Bureau with security and other related functions at the direction of the Judge.

The Security Guard will report any incidents to the City supervisor at 201-547-5653, Police and Office of the Court Director. The Security Guard will also make an incident report out for each incident as they occur. Copies of all incident reports are to be forwarded to the Office of the Court Director within twenty-four hours of the incident.

**CITY OF JERSEY CITY
PURPOSE: SECURITY GUARDS**

**REQUEST FOR PROPOSALS
DUE DATE: JULY 21, 2015**

LOCATION: HEALTH AND HUMAN SERVICES

FRONT GATE

Keep the entrance gate down at all times until you allow the employee or visitor to proceed.

Request visitors to show photo identification and sign-in and out, printing clearly.

Call the designated office to announce the visitor before allowing the visitor to proceed. Give the visitor directions to the visitor parking spaces and to the designated office.

Request all employees including non-uniformed Police Officers to show the City photo identification.

After 4:00 P.M. on Monday to Friday and at all times on Saturdays, Sundays and Holidays, require all employees and visitors to show photo identification and sign in, printing clearly, name, destination, time-in when entering and when leaving sign time-out. Employees must have written authorization from the Director to be allowed to enter.

Lock the gates Monday-Friday at 8:00p.m. and open it at 7:00a.m.

A Security Guard is required at all times to be at the front entrance security booth.

The Security Guard should not leave the security booth. The Security Guard is paid through lunch and does not get a lunch hour to leave the security booth, but is allowed to bring lunch or have it delivered and eat in the security booth.

The Security Guard cannot have any personal visitors with them at the security booth.

The Security Guard will report any incidents to the supervisor and the City supervisor at 201-547- 5653 and make an incident report. When necessary call the Police.

LOCATION: HEALTH AND HUMAN SERVICES

PARKING LOTS

Closely monitor the parking lot to allow assigned parking spaces to be used only by the employees assigned to the parking spaces.

Control the use of the parking lot for deliveries and visitors to avoid blocking the assigned parking spaces.

Monitor the parking lot at 157-161 Summit Ave. and at the parking lot at 651 Montgomery St., Evangelismos Greek Orthodox Church.

*Security guard at this location shall have a vehicle on site provided by the Vendor.

The Security Guard should not remain in the security booth unless it is inclement weather. The Security Guard is to be outside the booth monitoring the parking lot. The Security Guard is paid through lunch and does not get a lunch hour to leave the security booth, but is allowed to bring lunch or have it delivered and eat in the security booth.

The Security Guard cannot have any personal visitors with them at the security booth.

The Security Guard will report any incidents to the supervisor and the City supervisor at 201-547-5653 and make an incident report, and/or when necessary call the Police.

**CITY OF JERSEY CITY
PURPOSE: SECURITY GUARDS**

**REQUEST FOR PROPOSALS
DUE DATE: JULY 21, 2015**

ESTIMATED GUARDS AND HOURS/DAYS AT EACH LOCATION FOR BIDDING*^

LOCATION	DAYS	HOURS	UNARMED GUARDS	ARMED GUARDS
Municipal Court	Mon-Friday	6 Courtrooms (1 Guard each) 8:30am-4pm 2 Courtrooms (1 Guard each) 4:30-8pm, except Friday Violations Bureau, 1 Guard 1 Guard, 8:30am-8pm, Except Friday 8am-4pm Front Entrance, 2 Guards, 8am-8pm, Except Friday 8am-4pm Employee Entrance, 1 Guard, 8:30am- 8pm, Except Friday 8am-4pm	0	12
City Hall Front Security Desk	Monday-Sunday (including Holidays)	Mon thru Friday, 2 Guards: 7am-10pm Saturday and Sunday, 1 Guard: 8am-4pm	1	1
City Hall Parking Lot	Monday-Friday	8am-4pm	2	0
Public Works (Gas Pump, Front Gates)	Monday-Sunday (including Holidays)	24 hours	3	0
Public Works (Front desk)	Monday-Friday	8am-4pm	1	0

**CITY OF JERSEY CITY
PURPOSE: SECURITY GUARDS**

**REQUEST FOR PROPOSALS
DUE DATE: JULY 21, 2015**

LOCATION	DAYS	HOURS	UNARMED GUARDS	ARMED GUARDS
Health and Human Services	Monday-Friday Some weekends	6:30am-8pm Two Saturdays a month 6:30am-1pm	1	0
Health Human Services (Parking Lot)	Monday-Friday	6:30am-8pm	1	0
MLK Community Center	Monday-Saturday	Mon thru Thurs: 7am-9pm; Friday: 7am- 12am; Saturday: 8am-12am	1	0

***All labor hours and personnel requirements must be bid exactly as indicated in this chart. Any proposals which have altered labor hours or personnel requirements, shall be rejected. Rates shall include healthcare and related benefits as required in this RFP.**

^The Estimated hours/days and number of armed or unarmed guards at any location may change at the sole discretion of the City after the RFP process is completed and the contract is awarded.

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
- Fees and Budget
- 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 Vendor's Firm, name of the Vendor's primary contact, address, telephone number, fax number and email address.

4.3 Table of Contents

The Vendor'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 Vendor's response and should discuss the pricing contained in the proposal.

4.5 Background

In this section, Vendor should provide the background on its 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 security guard 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 Vendor 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 Vendor believes should be the proper scope given all information known at the time of this RFP, the Vendor should clearly state these gaps in this section and clearly mark these concerns as such.

4.7 Organization

The Vendor 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 Vendor should clearly describe any assumptions relating to the responsibilities and/or commitments the Vendor 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 Vendor state exactly the role the proposed Vendor team member will assume on each phase and detail the qualifications for the role that the team member possesses. This includes the Vendor's staffing plan for covering vacancies due to absences or emergencies. The Vendor should also identify supervisory and managerial staff that will be providing the on-site random checks required under the contract.

4.10 Assumptions

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

4.11 Fees and Budget

In this section, please describe the associated fees and budget the Vendor is proposing for the implementation. Vendors should be sure to include all expenses associated with delivery (including travel, supply, materials), in addition to labor costs.

Vendors should identify hourly participation and hourly fees by specific personnel. Vendors shall prepare a budget to demonstrate understanding of all cost factors. A complete detailed price breakdown shall be included in the proposal identifying all applicable costs, including per diem rates for all personnel, travel costs, public meeting costs etc., with a summary of total costs for each year, for a three-year term and the Options Periods.

For both armed and unarmed guards, vendor must provide a breakdown of wages and benefits, as indicated in the sample attached hereto as **Appendix D**.

For purposes of providing the cost proposal, Vendors should use the estimated hours/days and number of guards provided in the chart labeled "ESTIMATED GUARDS AND HOURS/DAYS AT EACH LOCATION" above.

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

4.12 Appendices/Other

This section should include at minimum: Vendor qualifications, references and resumes. If Vendors 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".

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 signed and acknowledged by the Vendor.

5.1 Number of copies

Vendors must submit one signed original (unbound) and 3 additional copies of their proposal.

5.2 Proposal media

Proposals forwarded by facsimile or e-mail will not be accepted. Vendors must submit one signed original hard copy and may submit three hard copies or three 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 Vendors 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 Vendor 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 Vendor, however a maximum length of 30 pages is strongly suggested.

SECTION 6: EVALUATION

The City's objective in soliciting Proposals is to enable it to select a Vendor that will provide high quality and cost effective services to the citizens of Jersey City. The City will consider Proposals only from Vendors 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 Vendors.

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. The written response will be worth a maximum of 240 points as indicated below.

a. Required format – 15 points

- Submission of all required forms – 10 points
- Submission of all required attachments and documentation - 5 points

b. Technical: 10 points total

- General Requirements (Section 3.2) – 5 points
- Requirements for Armed Police (Section 3.3) – 5 points

c. Management: 40 points total

- Describe procedures to ensure full coverage at City locations – 10 points
- Describe personnel policies and procedures including supervision, inspections, lateness, absenteeism and disciplinary policies – 10 points
- Describe training for unarmed and armed security guards – 5 points
- Understanding of documentation required in billing requests for payments – 10 points
- Resumes and job descriptions of key personal – 5 points

d. Cost: 35 points total

- Provide detailed cost proposal – 15 points
- Is proposal appropriate to the project – 10 points
- Commitment to City’s living wage ordinance – 10 points

e. Client references – 10 points

- Client names, contact information, contract periods – 5 points
- With municipalities of similar size (population 250,000) and diversity -2 points
- With retired police as armed security guards – 3 points

f. Commitment to diversity – 10 points

- Use of minority or women employees – 5 points
- Vendor is a Minority or Women Owned Business - 5 points

6.3 Written Response Evaluation - Weighting of points

Each category shall be weighted according to the degree that the proposal meets the requirements:

- 0 – Does not meet requirements
- 1 – Meets some requirements
- 2 – Meets most or all (or exceeds requirements)

The maximum potential score would therefore be:

120 points x 2 = 240 points

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 Vendor whose proposal is ranked highest among the greatest number of evaluators will be selected for the project. The maximum score for the combined written proposal and site visits (if any) will be 240 points. Each Proposal must satisfy the objectives and requirements detailed in this RFP. 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 Vendor within 60 days of the receipt of proposals, except that the proposals of any Vendors who consent thereto, may, at the request of the City, and consent of Vendor, be held for consideration for such longer period as may be agreed.

6.6 Executing Contract/Liquidated Damages

Any Vendor whose Proposal is accepted will be required to execute four (4) copies of the Contract and furnish satisfactory Bonds and insurance certificates to the City within ten (10) days after notice of acceptance.

The successful Vendor, upon failure or refusal to execute and deliver the signed Contract, Bonds and insurance certificates required, within ten (10) days after receipt of the Contract shall forfeit the certified check, cashier's check or Bid Bond to the City as liquidated damages for such failure or refusal.

The damages to the City for breach as above provided will include loss from interference with its program and other items whose accurate amount will be difficult or impossible to compute. The amount of the Bid Guarantee accompanying the Proposal of such Vendor shall be retained by the City, not as a penalty but as liquidated damages for such breach. In the event any Vendor whose Proposal has been accepted shall fail, refuse or resist to execute the Contract as herein before provided, the Municipal Council of the City may, as its option, determine that such Vendor has abandoned the Contract and thereupon the proposal and the acceptance thereof shall be null and void and the City shall be entitled to liquidated damages as above provided.

The rights and obligations provided for in the Contract shall become effective and binding upon the parties only with its formal execution by the City. Any services delivered prior to said execution of Contract shall be at the Vendor's risk.

6.7 Delivery of Performance Bond:

Within ten (10) days after notice of the Award, the Vendor to whom the Contract has been awarded shall furnish and deliver a Surety Bond, conditioned for the faithful performance and completion of the work and for the payment of all lawful claims and bills against the Vendor for all labor, material, tools and equipment used in or in connection therewith. The Bond shall not be returned or canceled until all liability to any and all persons protected by the conditions of said Bond shall have been met by the Contractor or person primarily liable for the payment thereof, or by the Surety on said Bond.

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The Bond required for the faithful performance of the Contract, shall be in such sum equal to \$350,000, and shall be satisfactory to the Corporation Counsel of the City and shall be executed by a Surety Company licensed to do business in the State of New Jersey. In no case shall the Vendor begin work prior to approval of said Bond by the City.

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, and notarized with a raised seal, where applicable.

7.2 Affirmative Action requirements

Vendors 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 Vendor(s) 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 Vendor 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 Vendor, in accordance with N.J.A.C. 17:27-4.

The Vendor'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

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.*).

Vendors 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. Termination for Cause or Convenience

During the term of the Contract, the Business Administrator shall have the right to terminate the Contract for convenience, in whole or in part, by giving 30 days' written notice prior to the effective date of termination. If the Contract is terminated by the Business Administrator as provided herein, the Vendor shall be paid for all obligations incurred and services rendered to the date of termination.

In the event the performance by the Vendor of the services provided for under this agreement is unsatisfactory to the City, the City agrees to notify the Vendor in writing and the Vendor agrees to within five (5) calendar days rectify the unsatisfactory condition or performance. Should the unsatisfactory performance or condition not be rectified within five (5) calendar days of notice being given, the City shall at its sole option be entitled to terminate this agreement immediately. The Vendor shall not be entitled to any compensation for services subsequent to receiving notice of termination from the City.

The City shall have the right to terminate the agreement immediately upon the happening of any of the following events:

- a. The Vendor is adjudged bankrupt or makes an assignment for the benefits of creditors.
- b. The Vendor fails to or refuses to obey laws, ordinances, regulations and such orders as given by the Business Administrator or his authorized designee with respect to the Contract.

- c. The Vendor fails to make prompt payment to persons supplying labor or materials for the work.
- d. The City suffers a property loss due to the Vendor's negligence in performing the Contract.

7.6. Insurance

The Vendor shall not commence nor perform services under this Contract until the required insurance has been obtained and such insurance has been approved by the City. This insurance shall be written with an acceptable company authorized to do business in the State of New Jersey, shall be taken out before any operations of the Vendor are commenced and shall be kept in effect until all operations shall be satisfactorily completed. "Claims made" insurance policies do not satisfy the insurance requirements under this Contract.

a. Proof of Insurance

The Vendor shall furnish the City with insurance certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance policies. The insurance covered by the certificates will not be canceled or materially altered, and shall include an endorsement to the effect that the insurance company will give at least thirty (30) days written notice to the City of any modification or cancellation of any of the policies.

b. Time to Provide Proof of Insurance

The certificates of insurance containing all provisions as required by the City shall be provided to the City with the executed contract. Failure to provide proof of insurance prior to the execution of the contract will result in forfeiture of the bid security.

c. Vendor's Hold Harmless Agreement

All of the Vendor's insurance coverage shall contain a clause indemnifying and saving harmless the City and its agents from any and all liability of whatever nature arising from the work to be performed under the Contract, including attorney's fees and costs in connection with the defense of such claims. The certificate of insurance furnished by the Vendor shall spell out specifically that the above indemnification is guaranteed by the policy. The City, its officers, agents, servants and employees as their interest may appear, shall be named as an additional insured on said policies insofar as the work and obligations performed under the Contract are concerned.

d. Endorsement

An endorsement covering the City shall be added to all policies. The endorsement shall read:

“the City of Jersey City, its officers, agents, servants and employees shall be held harmless and indemnified against any act or omission or condition or claim arising out of and during the performance of the work under this Contract.”

The above shall also specifically cover Automobile Insurance including owned vehicles, hired vehicles and other non-owned vehicles.

e. Types of Required Insurance

A. Worker’s Compensation Insurance: The Vendor shall procure and maintain during the life of this Contract, Worker’s Compensation insurance as required by New Jersey law for all employees to be engaged in work under this Contract.

B. Vendor’s General Liability Insurance, Property Damage Insurance and Professional Liability Insurance: The Vendor shall procure and maintain during the life of this Contract, Vendor’s General Liability Insurance, Property Damage Insurance and Professional Liability Insurance in the amount of \$5,000,000.00 per occurrence and \$10,000,000.00 aggregate with companies and in the form to be approved by the City. Said insurance shall provide coverage to the Vendor and the City, its officers, agents, servants, and employees as their interest may appear. The coverage so provided shall protect against claims for personal injuries, including accidental death, as well as claims for property damages, which may arise from any act or omission of the City, the Vendor or by anyone directly or indirectly employed by them.

C. Automobile Insurance: Liability Insurance to cover each automobile, truck, vehicle or other equipment used in the performance of the Contract in an amount not less than \$1,000,000.00 on account of injury, death or property damage to one person and not less than \$2,000,000.00 on account of injury or death of two or more persons.

D. Additional Insured: All policies required in Section 5 B and 5 C must include the City of Jersey City as an additional insured.

- E. Employee dishonesty:** Blanket bond in the amount of \$500,000.

7.7. Indemnity

The Vendor agrees to indemnify, hold harmless and defend the City, its officers, agents, servants and employees as their interests may appear, from any and all liability including claims, demands, losses, costs, damages and expenses of every kind and description or damage to persons or property arising out of or in connection with or occurring during the course of this agreement where such liability is founded upon or grows out of the acts, errors or omissions of the Vendor, its officers, employees, agents or subcontractors. The Vendor will after reasonable notice thereof, defend and pay the expense of defending any suit which may be commenced against the City, its officers, agents, servants and employees as their interests may appear, by any third person alleging injury by reason of such carelessness or negligence and will pay any judgment which may be obtained against the City, its officers, agents, servants and employees as their interests may appear in such suit. In defending any suit, the Vendor shall not, without obtaining express written permission in advance from City's Corporation Counsel, raise any defense involving in any way the immunity of the City or the provisions of any statute respecting suits against the City. The Vendor shall be required to provide all appropriate documentation demonstrating the compliance with indemnity requirements of the Contract to the City with the executed Contract.

7.8. Disputes

The City and Vendor agree that in the event of a dispute arising under the Agreement, whether involving law or fact or both or extra work or claims for additional compensation or claims for alleged breach of Contract the parties agree to follow the procedures set forth below:

- a. All such disputes shall be reported to the Business Administrator or his authorized designee, within Forty-Eight (48) hours of commencement of such dispute. Vendor shall submit a detailed claim with such specificity to provide the Business Administrator with an intelligent basis for resolving the dispute. The documentation shall include but not be limited to location, payroll records, name of guard, shift of duty and hours worked, as well as a copy of the security log book for the location. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived except that if the claim is of a continuing character and notice of the claim is not given within Forty-Eight (48) hours of its commencement, the claim will be considered only for the period commencing Forty-Eight (48) hours prior to the receipt by the City of notice thereof.

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- b. Each decision by the Business Administrator will be in writing and will be mailed to the Vendor by registered or certified mail, return receipt requested, directed to his last known address.
- c. If the Vendor does not agree with any decision of the Business Administrator, he shall in no case allow the dispute to delay the work but shall notify the City promptly that he is proceeding with the work under protest; however, the Vendor may exclude any disputed claim from the final release.
- d. In the event of disputes involving non-monetary issues, the Business Administrator's decision shall be final. The Business Administrator may conduct such fact finding as he deems necessary in order to resolve the dispute.

7.9 Payments

7.9.1 Method of Payment

In consideration of the faithful performance by the Vendor of its agreement hereunder, during the term of this Contract the City covenants and agrees to pay the Vendor in accordance with the Vendor's fees quoted.

Pursuant to the terms herein, the Vendor agrees to provide to the Business Administrator or his authorized designee a complete written invoice monthly for all services provided to the City.

Invoices for payments shall be submitted on the Vendor's standard invoice form previously approved by the Business Administrator or his authorized designee. In addition, each invoice shall reference the City's purchase order number supplied by the Director of Purchasing at the time of Contract award.

The Vendor will submit documentation each month with the invoices of all full-time and part-time employees receiving the statutorily required wage and benefits rates provided under by Chapter 3, Article VI, Section 3-51G of the Jersey City Municipal Code, if applicable.

The Vendor shall make written weekly reports to the City which shall indicate the names of the security guards at each location whether full-time or part-time, the number of hours worked on each day (including starting time and ending time) and a log of all investigations and complaints or incidents. A copy of the daily logs shall be submitted each billing period.

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The Vendor will provide written weekly inspection reports at a minimum of two (2) per location of each shift on varied days and times stating the dates and times of the supervisor's visit and findings at the locations with a signature and any comments from the guard to be submitted with each request for payment.

In addition to the Vendor's invoice, the Vendor shall execute a Partial Payment Voucher supplied by the City, for each application for payment.

The acceptance by the Vendor of any partial payment shall be and shall operate as a release to the City of all claims and all liability to the Vendor for all things done or furnished in connection with this payment and for every act and negligence of the City and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Vendor or his Surety from any obligation under this contract or the performance bond.

The Vendor will be entitled to monthly payments for services supplied in the previous month. Invoices are to be issued on or before the first of each month for approval by the Municipal Council on the fourth Wednesday of the month invoiced. Failure of the City to satisfy this schedule shall not entitle the Vendor to interest charges, penalties or any other type of escalation of the invoiced amount.

Request for payments to the Vendor shall be submitted for approval by the City Council after the Business Administrator or his authorized designee verifies the information submitted by the Vendor and executes the partial payment voucher. Payments can only be made after approval by the City Council.

At the beginning of the contract term, the Vendor must submit to the City a list containing the names and hiring dates of all employees who will be providing security guard services under the Vendor's contract with the City. The list shall be updated if the Vendor hires new employees in this category during the contract term.

7.9.2 Wages and Benefits - Unarmed Guards

City of Jersey City Ordinance 12-090, amending Chapter 3, Article VI, Section 3-51G of the City Code, adopted July 18, 2012 (the "Ordinance"), attached hereto as **Appendix A**, requires that certain workers shall be paid not less than the standard hourly rate and shall not receive less than the standard benefits for the relevant covered classification. At the time of the writing of this RFP, only unarmed guards are eligible under the Ordinance, however there are certain wage requirements for armed guards as provided below. *Vendors are strongly encouraged to carefully review both the Ordinance and these RFP requirements.*

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Under the Ordinance, the Vendor is required to pay its employees 150% of the federal minimum wage or the hourly rate of pay for work performed within the City under the collective bargaining agreement ("CBA") covering the largest number of hourly non-supervisory employees employed within Hudson County in the relevant classification under a preceding qualified contract, whichever is higher. The applicable collective bargaining agreement is attached hereto as **Appendix B**, and summary of the required wages and benefits is attached hereto as **Appendix C**¹.

In addition to the above, there shall be annual adjustments of the standard hourly rate of pay, benefits and paid leave during the term of the contract, as further discussed in Section 7.9.3 below. The Selected Vendor shall provide proof that its employees have been provided with the standard rate of pay, benefits and paid leave mandated hereunder. The Selected Vendor shall also make a good faith effort to security guards who are residents of Jersey City. A "good faith" effort means that the Vendor will advertise in a local newspaper and seek and consider referrals from the Employee Register of the Jersey City Employment and Training Program list.

Pursuant to the Ordinance, "standard benefits" for unarmed security guards employed by the Vendor pursuant to this solicitation include an hourly supplement furnished by the Vendor in one of the following ways: 1) in the form of health benefits that cost the employer the entire required hourly supplemental amount; 2) by providing a portion of the supplement in the form of health benefits and the balance in cash; or 3) by providing the entire supplement in cash. The required hourly supplemental rate shall be equal to the monetary value of the benefits provided by the collective bargaining agreement covering the largest number of hourly non-supervisory employees employed within Hudson County (see wage, benefits and paid leave chart below). The security guards shall be provided health and major medical insurance approved by the N.J. Department of Banking and Insurance. The policy will begin no later than the sixtieth (60) day of work by the security guards. The Vendor will attach a copy of the policy or certificate of insurance listing the benefits that are included. Since most group plans take 60 days for processing before billing and providing the benefits, the Vendor will not be reimbursed for those amounts during this time period.

Unarmed security guards will receive standard paid leave as required by the Ordinance as provided by the collective bargaining agreement covering the largest number of hourly

¹ Appendix C was prepared as a summary of the Collective Bargaining Agreement and the Ordinance and is attached for convenience only. If the terms of Appendix C differ from the CBA or Ordinance, the terms of the CBA and/or Ordinance, as applicable, control.

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non-supervisory employees employed within Hudson County (see wage, benefits and paid leave chart below).

The Vendor will include with its proposal a certification describing the manner in which the benefits mandated under the Ordinance will be provided to the Vendor's unarmed security guards providing services under the Contract with the City (attached to this RFP). This certification shall also include a statement by the Vendor that it will comply with the Ordinance. Vendor must also provide a breakdown of wages and benefits, as indicated in the sample attached hereto as **Appendix D**.

7.9.3 Adjustment of Vendor's Compensation Schedule - Unarmed Guards

Contractor should base bid on expected increases in wage and benefits, taxes, insurance and other related costs. At the end of the first twelve months of the contract and for each twelve month period thereafter including any option period exercised by the City, the Vendor's compensation shall be increased in the following way: The annually adjusted hourly rate of pay shall be the previous hourly rate of pay increased by the annual percentage difference between the current New York Metropolitan Area Consumer Price Index (CPI) for all items for All Urban Consumers and the same CPI for same month of the previous year, or the hourly rate of pay for work performed within the City under the current collective bargaining agreement covering the largest number of hourly non-supervisory employees employed within Hudson County in the relevant classification, whichever is higher. The benefit rate shall also be annually adjusted accordingly.

The Vendor shall pay and provide the same to its employees hereunder and shall comply with all the terms and provisions of the Proposal in connection therewith. At the commencement of the Option Period, if any, the Vendor shall submit to the City its plan for each year's compliance with the Proposal.

7.9.4 Wages and Benefits - Armed Guards

For armed guards, the contract shall require compliance with the United States Department of Labor's wage determination under the Service Contract Act (SCA), 41 U.S.C. § 351 *et seq.* This standard has also been adopted under New Jersey law for State contracts:

"Prevailing wage for building services "means the wage and benefit rates designated by the commissioner based on the determinations made by the General Services Administration pursuant to the federal "Service Contract Act of 1965" (41 U.S.C. § 351 et seq.), for the appropriate localities and classifications of building service employees. N.J. Stat. § 34:11-56.59

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The appropriate classification under the U.S. DOL's schedule of wages is "Guard II". For Hudson County, the compensation rate for the Guard II classification is \$20.36. Therefore, wages for armed guards must be at the rate of \$20.36 or higher.

Under this contract armed guards shall be retired police officers, therefore the City expects that all armed guards will have health benefits. In the event an armed security guard is not covered by reason of his or her retirement with health benefits that conform with the requirements of the Patient Protection and Affordable Care Act, such armed security guard shall be provided with the standard benefits required for unarmed security guards under Chapter 3, Article VI, Section 3-51G of the Jersey City Code of Ordinances. See Section 7.9.2, above.

Upon hire of any armed security guard, the Vendor shall provide the City with either: 1) a waiver, signed by the armed security officer and including proof that the armed security officer is covered by reason of his or her retirement with health benefits that conform with the requirements of the Patient Protection and Affordable Care Act; or 2) proof that the vendor is providing the armed security guard with the standard benefits required for unarmed security guards under Chapter 3, Article VI, Section 3-51G of the Jersey City Code of Ordinances. The Vendor shall immediately advise the City with any change in the coverage of any armed security guard.

The Vendor will include with its proposal a certification describing the manner in which the benefits mandated under this RFP will be provided to the Vendor's armed security guards providing services under the Contract with the City (attached to this RFP). This certification shall also include a statement by the Vendor that it will comply with the RFP. Vendor must also provide a breakdown of wages and benefits, as indicated in the sample attached hereto as **Appendix D**.

7.9.5 Adjustment of Vendor's Compensation Schedule – Armed Guards

Annual adjustments to wages shall be made in accordance with the Register of Wage Determinations Under the Service Contract Act, currently located at <http://www.wdol.gov/wdol/scafiles/std/05-2353.txt?v=15>.

7.9.6 Availability of Funds

The award of any Contract pursuant to this RFP, including any extensions, shall in all cases be subject to the availability of funds duly appropriated for these purposes. Any Contract as awarded shall immediately cease to be in effect at such time as funds cease to be available for these purposes.

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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.

CITY OF JERSEY CITY PROJECT:

VENDOR: _____

VENDOR’S CHECKLIST

Item	Vendor 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. Acknowledgment of Receipt of Addenda*		
M. Certification of Compliance with Section 3-51G of the Municipal Code		
N. Bid Guarantee*		
O. Consent of Surety*		
P. Original signature(s) on all required forms.		

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

CERTIFICATION OF VENDOR COMPLIANCE WITH SECTION 3-51G OF THE MUNICIPAL CODE MANDATING HOURLY RATES OF PAY, VACATION BENEFITS & HEALTH INSURANCE BENEFITS FOR UNARMED GUARDS, AND COMPLIANCE WITH ARMED GUARDS WAGE AND BENEFIT REQUIREMENTS AS SET FORTH IN THIS RFP

With regard to unarmed guards, this contract is subject to Chapter 3, Article VI, Section 3-51G and Section 3-51.3 of the City Code. Copies of Section 3-51G and Section 3-51.3 of the City Code are attached. All employees of the Contractor subject to the City Code shall receive no less than statutorily required wage and benefits rates provided therein.

With regard to armed guards, this contract is subject to wage and benefit requirements as set forth in this RFP, Section 7.9.4.

Pursuant to Chapter 3, Article VI, Section 3-51G of the City Code, all employees providing unarmed security guard services employed by the Bidder pursuant to this solicitation shall receive an hourly supplement furnished by the Bidder in one of the following ways: 1) in the form of health benefits that cost the employer the entire required hourly supplemental amount; 2) by providing a portion of the supplement in the form of health benefits and the balance in cash; or 3) by providing the entire supplement in cash. The required hourly supplemental rate shall be equal to the monetary value of the benefits provided by the collective bargaining agreement covering the largest number of hourly non-supervisory employees employed within Hudson County (see wage, benefits and paid leave chart below).

All employees providing unarmed security guard services will receive standard paid leave as required by City Code Chapter 3, Article VI, Section 3-51G (see wage, benefits and paid leave chart below).

The Contractor shall retain for a 90-day transitional employment period all employees who were employed by the terminated contractor and its subcontractors at the building(s) covered by the predecessor's terminated contract.

During the transitional employment period, if the City finds that fewer employees are required to perform the new service contract than had been performing such services under the terminated contract, then per the City's finding and with written consent from the City, the successor contractor may undertake a layoff process, and shall retain employees by seniority within job classification. The successor contractor shall maintain a preferential hiring list of those employees not retained, if any, from which the successor contractor or its subcontractors shall hire additional employees. Except for such layoffs, during the 90-day transition period, the successor contractor shall not discharge without cause an employee retained pursuant to this section. Neither bidders nor the successor

contractor have the ability to alter the scope of work, number of personnel or hours required at each location as per the within RFP, without prior written consent of the City.

At the end of the 90-day transition employment period, the successor contractor shall perform a written performance evaluation for each employee retained pursuant to this section. If employee's performance during such 90-day period is satisfactory, the successor contractor or subcontractor shall offer the employee continued employment under the terms and conditions established by the successor contractor or subcontractor or as required by law.

The Contractor providing unarmed security guard services shall also make a good faith effort to hire persons who are residents of Jersey City, women and minorities. (Please see the attached copy of Section 3-51G for all information).

All bidders are required to attach this certification a statement describing how the Bidder will provide the employee benefits required for unarmed and armed security guards.

The Bidder awarded the contract for this project shall keep **Certified** copies of payroll records for each employee performing any work under the contract showing that it has complied with the wage and benefit provisions set forth herein. The records shall be kept for two years from the date of the final payment.

During the term of the contract, the records shall be available during normal business hours for inspection by the City Business Administrator or his designee. A Contractor's non-compliance with Section 3-51G and/or this RFP will be considered a material breach of contract which if not cured within ten business days of notice by the City will be grounds to terminate the contract.

In signing this document, Contractor certifies that it will comply with wage and benefits provisions of Section 3-51G and this RFP. Compliance with this ordinance is a condition of acceptable performance under the contract. Failure to comply with the terms of the ordinance shall be grounds for terminating the contract.

Witness

Name of Vendor

By: _____

Title: _____

LETTER OF INTENT

(Note: To be typed on Vendor'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 Vendor, 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 Security Guard Services.

Name of Vendor HEREBY STATES

1. The Proposal contains accurate, factual and complete information.
2. **(Name of Vendor)** 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 Vendor)** 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 Vendor.
4. **(Name of Vendor)** 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 Vendor)** 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 Vendor)** 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 Vendor for any costs incurred by the Vendor with respect to the procurement activities described in this RFP.

7. **(Name of Vendor)** acknowledges that any contract executed with respect to the provision of [insert services] must comply with all applicable affirmative action and similar laws. Vendor 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
SECURITY GUARD 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 proposal 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: _____

BID GUARANTEE

Attach herewith is a: (Check one)

- Certified Check
- Cashier's Check
- (bid bond)

In the amount of \$ _____ representing 10% of the total amount bid, but not exceeding \$20,000.00.

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

Each bid shall be accompanied by a certified check , cashier's check or bid bond in the amount of not less than 10% of the total amount bid proposal, but in no case need the certified check, cashier's check or bid bond or any combination thereof, exceed \$20,000.00 and shall be not less than \$500.00. No cash will be accepted. The Vendor's bond shall be made by a surety company qualified to do business in the State of New Jersey and must be signed by an officer or agent of the surety company authorized to execute the Bid Bond on behalf of the surety company. Include with the bond such documents which indicate that the officer or agent is authorized to execute the bid bond. If a certified check is offered as a guarantee, it shall be made payable to the City of Jersey City.

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

I certify that I am _____

of the firm of _____

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

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

(Signature of respondent) _____

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

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20 .

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

PUBLIC DISCLOSURE INFORMATION

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

STOCKHOLDERS:

Name	Address	% owned

SIGNATURE : _____

TITLE: _____

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

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20 .

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

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

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

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

(REVISED 4/13)

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print): _____

Representative's Signature: _____

Name of Company: _____

Tel. No.: _____

Date: _____

Sample Letter of Federally Approved Affirmative Action Plan

U.S. Department of Labor

Employment Standards Administration
Office of Federal Contract
Compliance Program



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

February 27, 19__

Reply to the attention of:

President

Dear

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

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

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

Sincerely,

Area Office Director



State of New Jersey

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

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

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

ISSUANCE OF CERTIFICATE OF EMPLOYEE INFORMATION REPORT

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

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

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

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

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

Sample Certificate of Employee Information Report

VOID

Certification _____

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

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



State Treasurer

VOID

Sample Employee Information Report Form AA302

Form AA302
Rev. 11/11

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

EMPLOYEE INFORMATION REPORT

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

SECTION A - COMPANY IDENTIFICATION

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

4. COMPANY NAME _____

5. STREET _____ CITY _____ COUNTY _____ STATE _____ ZIP CODE _____

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

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

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

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

10. PUBLIC AGENCY AWARDED CONTRACT _____
 CITY _____ COUNTY _____ STATE _____ ZIP CODE _____

Official Use Only

DATE RECEIVED _____ NAUG. DATE _____ ASSIGNED CERTIFICATION NUMBER _____

SECTION B - EMPLOYMENT DATA

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

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

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

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

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

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

SECTION C - SIGNATURE AND IDENTIFICATION

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

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

Sample Employee Information Report Form AA302

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

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

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

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

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

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

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

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

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

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

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

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

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

Racial/Ethnic Groups will be defined:

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

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

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

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

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

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

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

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

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

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

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

TYPE OR PRINT IN SHARP BALL POINT PEN

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

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

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

Sample Duplicate Certificate of Employee Information Report Request

Form Duplicate Cert.
Rev. 11/11

Print Form



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

DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

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

SECTION A - COMPANY IDENTIFICATION

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

SECTION B - SIGNATURE AND IDENTIFICATION

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

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

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE:	DIVISION OF REVENUE DLN #:

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

- ITEM 1** - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.
- ITEM 2** - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).
- ITEM 3** - Enter the name by which the company is identified.
- ITEM 4** - Enter the physical location of the company. Include City, County, State and Zip Code.
- ITEM 5** - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.
- ITEM 6** - Print or type the name of the person completing the form. Include the signature, title and date.
- ITEM 7** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

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

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

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

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



State of New Jersey

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

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

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

RENEWAL NOTICE

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

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

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

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

(AA-02 Rev. Mar-10)

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

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

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

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

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

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

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

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

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

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

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

ITEM 10 - Not Applicable.

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

Racial/Ethnic Groups will be defined:

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

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

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

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

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

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

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

ITEM 14 - Not Applicable.

ITEM 15 - Not Applicable.

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

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

TYPE OR PRINT IN SHARP BALL POINT PEN

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

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

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY

Division of Public Contracts Equal Employment Opportunity Compliance

DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

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

SECTION A - COMPANY IDENTIFICATION

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

3. COMPANY NAME

4. STREET	CITY	COUNTY	STATE	ZIP CODE
-----------	------	--------	-------	----------

5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE

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

SECTION B - SIGNATURE AND IDENTIFICATION

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

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

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

SECTION C - OFFICIAL USE ONLY

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

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

- ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.
- ITEM 2 - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).
- ITEM 3 - Enter the name by which the company is identified.
- ITEM 4 - Enter the physical location of the company. Include City, County, State and Zip Code.
- ITEM 5 - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.
- ITEM 6 - Print or type the name of the person completing the form. Include the signature, title and date.
- ITEM 7 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

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

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

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

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.

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Telephone No. : _____

Contact Name: _____

Please check applicable category:

_____ Minority Owned Business (MBE)

_____ Minority & Woman Owned
Business (MWBE)

_____ Woman Owned business (WBE)

_____ Neither

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DIVISION OF PURCHASING COPY

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

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

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

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

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

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

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TAXPAYER IDENTIFICATION NUMBER: 571-047-322500
ADDRESS: 247 ROBINSON AVE
TRENTON, NJ 08611
ISSUANCE DATE: 02/14/04

TRADE NAME: JED & LEAHY
CLIENT REGISTRATION NUMBER: 1053907

Jed & Leahy

**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 247 ROBINSON AVE
TRENTON, NJ 08611
Certificate Number: 1053907
Date of Issuance: October 14, 2004

**For Office Use Only:
20041014112023623**

CITY CODE :

LIVING WAGE ORDINANCE

- [2] All City-owned diesel vehicles not so converted shall be operated using B5 to the greatest extent practicable.
- [3] The City shall make reasonable efforts to procure, produce, or otherwise acquire blends of B20 of greater as necessary for the operation of converted City-owned vehicles and B5 for the operation of non-converted city vehicles.

G. Bid specifications; minimum hourly pay, benefits and paid leave for contractor employees. All purchases, contracts or agreements which require public advertisement for bids under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., shall contain a specification which mandates that certain employees of certain entities entering into qualified contracts with the City shall be paid a standard hourly rate of pay and provided paid leave and standard benefits in accordance with the following minimum standards and conditions [Amended 7-18-2012 by Ord. No. 12-090]:

- (1) All employees employed either full time or part time by an entity that has entered into a qualified contract with the City or a contract to furnish janitorial, unarmed security, clerical or food services for any property or premises owned or leased by the City, shall be provided with standard paid leave.
- (2) Those employees employed either full time or part time by an entity that has entered into a qualified contract with the City, who qualify under this subsection, shall receive an hourly rate of pay of no less than the standard hourly rate of pay for the relevant classification for each full hour of work performed under that contract, and shall receive no less than the standard benefits for the relevant classifications. The contract shall provide for annual adjustments of the standard hourly rate of pay, benefits and paid leave during the term of the contract. The provisions of this subsection shall apply to all part-time and full-time entity employees performing work exclusively for the City under the entity's qualified contract with the City and exclusively on property either owned or controlled by the City.
- (3) Every contract to furnish janitorial or unarmed security services for any property or premises owned or leased by the City shall contain a provision indicating the number of hours of work required, and stating the standard hourly rate of pay and benefits for the relevant classification that are applicable to the workers employed in the performance of the contract and shall contain a stipulation that those workers shall be paid not less than the standard hourly rate for the relevant classifications and shall receive no less than the standard benefits for the relevant classifications. The contract shall provide for annual adjustments of the standard hourly rate of pay, benefits and paid leave during the term of the contract. The entity contracting to furnish janitorial or security services shall provide proof that its employees have been provided with the standard rate of pay, benefits and paid leave mandated hereunder. A contracting entity performing janitorial or security services shall also make a good faith effort to hire persons, as janitors or security guards, who are residents of Jersey City. A "good faith" effort means that the Qualified Contractor will advertise in a local newspaper and seek and consider referrals from the Employee Register of the Jersey City Employment and Training Program list. A contracting entity's failure to follow the requirements of this subparagraph may result in termination of the contract.
- (4) Remedy. Violation of these provisions shall constitute a breach of contract by the contractor or subcontractor, and such provisions shall be considered to be a contract for the benefit of the

building service workers upon which such workers shall have the right to maintain action for the difference between the hourly rate of pay, benefits and paid leave and the hourly rate of pay, benefits and paid leave actually received by them.

- (5) For purposes of this section, the word "full time" shall mean those employees who work a minimum of 25 hours per week exclusively under a qualified contract with the City, excluding meal periods; the word "part time" shall mean those employees who work less than 25 hours per week.
- (6) For purposes of this section, the words "employee" and "employment" shall include only those employees of an entity that have entered into a qualified contract with the City and who work exclusively under that contract in the job categories of clerical workers, food service workers, janitorial workers and unarmed security guards.
- (7) For purposes of this section, the words "qualified contract" shall mean only those contracts awarded by the City, requiring advertisement for bids, under the Local Public Contracts Law, N.J.S.A. 40A:1-1 et seq.
- (8) For purposes of this section, the word "entity" shall mean any person, partnership, corporation or other form of legally recognized business organization that submits a bid or enters into a qualified contract with the City under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.
- (9) For the purposes of this section, "standard paid leave" shall mean paid leave as provided by the collective bargaining agreement covering the largest number of hourly non-supervisory employees, employed within Hudson County in the relevant classification, provided the collective bargaining agreement covers no less than two hundred (200) employees in the classification. If there is no such collective bargaining agreement the following provision shall apply. Those employees employed full time by an entity that has entered into a qualified contract with the City or a contract to furnish janitorial or security services for any property or premises owned or leased by the City, who qualify under this subsection, shall accrue at least five (5) days of paid vacation for the first six (6) months of continuous employment and an additional five (5) days for the second six (6) months of continuous employment under the same contract.
- (10) For the purposes of this section, "leased by the City" means any agreement whereby a contracting agency contracts for, or leases or rents, commercial office space or commercial office facilities of 10,000 square feet or more from a non-governmental entity provided the City, whether through a single agreement or multiple agreements, leases or rents no less than fifty-one percent (51%) of the total square footage of the building to which the lease applies.
- (11) For the purposes of this section, the "standard hourly rate of pay" shall be 150% of the federal minimum wage, or the hourly rate of pay for work performed within the City under the collective bargaining agreement covering the largest number of hourly non-supervisory employees employed within Hudson County in the relevant classification, provided the

collective bargaining agreement covers no less than two hundred (200) employees in the classification, or the hourly rate paid to workers in the relevant classification under a preceding qualified contract, whichever is higher.

(12) For the purposes of this section, "standard benefits" shall be an hourly supplement furnished by a contractor to an employee in one of the following ways: 1) in the form of health benefits that cost the employer the entire required hourly supplemental amount to provide; 2) by providing a portion of the supplement in the form of health benefits and the balance in cash; or 3) by providing the entire supplement in cash. The required hourly supplemental rate shall be equal to the monetary value of the benefits provided by the collective bargaining agreement covering the largest number of hourly non-supervisory employees employed within Hudson County in the relevant classification, provided the collective bargaining agreement covers no less than two hundred (200) employees in the classification. If there is no such collective bargaining agreement "standard benefits" shall be an additional hourly rate of \$3.10 provided as a supplement to cover health benefits.

(13) For the purposes of this section, "relevant classification" shall mean food service worker for food service workers, clerical workers, janitors and security guards.

(14) For the purpose of this section, "health benefits" shall not include workers compensation insurance, nor shall it include the value of any benefit for which an employee is eligible but for which no payment is actually made by a contractor to the employee or to any other party on the employee's behalf because the employee either does not actually utilize or does not elect to receive the benefit for any reason.

(15) For the purposes of this section, the annual adjustments of the hourly rate of pay and benefits shall be made in the following way: The annually adjusted hourly rate of pay shall be the previous hourly rate of pay increased by the annual percentage difference between the current New York Metropolitan Area Consumer Price Index (CPI) for all items for All Urban Consumers and the same CPI for same month of the previous year, or the hourly rate of pay for work performed within the City under the current collective bargaining agreement covering the largest number of hourly non-supervisory employees employed within Hudson County in the relevant classification, provided the collective bargaining agreement covers no less than two hundred (200) employees in the classification, whichever is higher. The benefit rate shall be annually adjusted accordingly.

(16) The provisions of this section shall apply to all contracts awarded, renewed, modified or extended after the date of enactment of this section. However, to provide an orderly transition for implementation of this section, the City may, after the date of enactment of this section, enter into short-term extensions of extant contracts, so that the extended contract extends no more than ninety (90) days beyond the date of enactment of this section. Such short-term extensions may be exempted from the requirements of this section at the discretion of the City.

H. The Division of Purchasing and Central Services shall approve printing requests of all city departments for new and current forms.

Minimum hourly pay, leave and benefits for workers on city contracts and in property or premises owned or leased by the city.

The legislation makes changes to existing law:

1. **Covered workers:** covers same workers as existing law: janitorial, security, food services, clerical workers on contracts with the city and in property or premises owned or leased by the city.
2. **Requires leave, pay and benefits provided under the largest collective bargaining agreement covering at least 200 workers under the relevant classification in Hudson County.¹**
3. **If no such collective bargaining agreement exists, requires the following:**
 - a. **Pay:** 150% of federal minimum wage (\$10.88/hr). This is \$.38 more than current law requires for janitorial and security contracts and \$.38 more than current law requires for clerical and food service workers.
 - b. **Benefits:** maintains benefit supplement required under current law for janitors and security workers (\$3.10/hr). This may be discharged through paying a cash supplement, providing benefits costing \$3.10/hr to provide, or a combination of benefits and cash with a total value of \$3.10/hr. This is an improvement on the existing \$2,000 a year provided for health benefits for full time clerical and food services workers.
 - c. **Leave:** maintains exactly the same leave requirement under existing law (full time workers accrue 5 days for first 6 months of employment and 5 days for next 6 months of employment)
4. **Provides for annual adjustments of value of pay and benefits based on largest Collective Bargaining Agreement covering at least 200 workers under the relevant classification in Hudson County or, if no such Collective Bargaining Agreement exists, based on increase in Consumer Price Index.**

Minimum hourly pay, leave and benefits for janitorial and security workers on development projects receiving public subsidies

1. **Sets baseline standards the city must require in agreements to provide economic development subsidies over a defined threshold.**

¹ 32BJ's New Jersey Contractors Agreement covers more than 200 workers in Hudson County. The hourly wage rate is \$14.15. The benefit supplement is \$4.20. There is no Collective Bargaining Agreement covering more than 200 security guards in Hudson County.

**NEW JERSEY ZONE 1
SECURITY CONTRACTORS
COLLECTIVE BARGAINING AGREEMENT
2014-2017**

**BETWEEN
SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 32BJ**

**AND
ALLIEDBARTON SECURITY SERVICES LLC
SECURITAS SECURITY SERVICES USA, INC.
G4S SECURE SOLUTIONS (USA) INC.
GATEWAY SECURITY INC.**

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PREAMBLE

The Employers, the Union and the Union members agree that they will endeavor to treat each other with dignity and respect. The Union and the Employers recognize that the single greatest threat to their continued success is the proliferation of non-union competition in the security industry; as such, it is imperative that the Union and the Employers work together to preserve union jobs by supplying clients with the best possible security services. To this end, the Union and the Employers agree to resolve their problems through the procedures provided for in this Agreement and not by taking internal disputes to the customer for resolution. Only by cooperation and understanding of each other's needs and the realities of the marketplace, can both the Union and the Employers prosper.

ARTICLE 1: RECOGNITION

1. This Agreement shall apply to all of the Employer's full-time and regular part-time security officers excluding managers, supervisors, professionals, confidential employees, non-security officer employees, and clericals within the meaning of the Labor Management Relations Act, working at or assigned to the following categories of account locations in Hudson, Essex, and Union counties as well as the account locations listed in Appendix B (collectively "Zone 1"),

- All multi-tenant CRE, single tenant CRE over 75,000 square feet or commonly managed cluster of buildings CRE totaling over 75,000 square feet,
- Facilities owned, operated, or managed by governmental entities or quasi-governmental entities (e.g. convention centers, public event venues, and transit systems),
- Public agencies where the Employers have no obligation at law to recognize another labor organization as the collective bargaining representative of its employees,
- Institutions of higher education.* Higher education is not intended to include higher education accounts where the client is a typical commercial office user rather than a traditional campus facility,
- Museum facilities and other similar cultural institutions open to the public ("similar cultural institutions" is intended to refer to cultural institutions typically open to the public such as, by way of example, performing arts centers, but is not intended to include all not-for-profit organizations),
- Convention centers and sporting arenas,*
- Facilities owned or operated by the Port Authority of New York and New Jersey,

- Work contracted by commercial airlines or other clients operating on airport property and operations directly related to commercial airlines that are located off airport property due to facility and space limitations; except this paragraph shall not include work contracted by freight carriers;
- Healthcare facilities where a union represents a substantial portion of the facility's employees*; and
- All locations set forth in Appendix B.

If the Employer acquires a new account in a facility or building as described above, such shall be treated as an accretion to the bargaining unit to the extent permitted by law, subject to all other applicable terms and conditions regarding economics and/or exclusions or phase-ins. If the Employer acquires a new account in a facility or building as described above and those workers may not be lawfully accreted to an existing Unit, the parties agree to comply with the recognition procedure provided for in Appendix A.

*The provisions of this Article shall not apply to the following categories of account locations until the later of (i) the applicable date listed in this sentence, or (ii) the first date that all signatory contractors' sites in a particular category of account locations have been organized in accordance with the procedures set forth in Appendix A: **Category 1**: institutions of higher education (March 1, 2014); **Category 2**: convention centers and sporting arenas (February 3, 2014); **Category 3**: healthcare facilities where a union represents a substantial portion of the facility's employees (September 1, 2014). Once a Category has been organized at all signatory contractors' sites, the non-economic terms of this Agreement shall apply to all covered sites within that Category in Zone 1. The parties shall bargain over the economic terms that shall apply to these sites.

2. The Employer may hire or engage security personnel to perform specialized functions such as, but not limited to, canine patrols, armed guards, and/or staffing relating to short term events) for up to and including sixty (60) days without such personnel being covered by the terms of this Agreement, subject to extension by mutual consent. Consent shall not be unreasonably withheld. If an employee performing specialized functions is hired into a permanent position, his or her time performing a specialized function shall count towards his or her probationary period under this Agreement.

3. The Union is recognized as the exclusive collective bargaining representative for all classifications of security employees within the bargaining unit defined above. Upon execution of this Agreement, the Employer will provide to the Union in writing the name, home address, primary telephone number, work location, job classification, part-time/full-time status, shift information, and wage rate of each employee working at the locations subject to this Agreement. This information shall be transmitted electronically.

4. The Employer shall, within thirty (30) days of hire, notify the Union in writing of the name, home address, primary telephone number, work location, job classification, part-time/full

time status, shift information and wage rate of each new employee engaged by the Employer subject to this Agreement. This information shall be transmitted electronically.

5. As soon as practical after it has received notification that the Employer has become a service provider at a new covered location, the Employer shall notify the Union in writing of the new location and the date on which it is to commence performing work at that location.

ARTICLE 2: NO DISCRIMINATION

The Union and the Employer agree they shall not discriminate against any applicant or employee in hiring, promotions, assignments, suspensions, discharge, terms and conditions of employment, wages, training, recall or lay-off status because of race, color, ancestry, religion, creed, national origin, age, sex, maternity status, veteran status, sexual orientation, genetic information, or against a qualified individual with a disability (defined by the Americans with Disabilities Act), or any other characteristic protected by law. No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union.

ARTICLE 3: UNION MEMBERSHIP

1. To the extent permitted by law, it shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirtieth day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth day following the beginning of such employment, become and remain members in good standing in the Union.
2. Membership in the Union shall be available to each employee on the same terms and conditions generally applicable to other members of the Union and shall not be denied or terminated for reason other than the failure of such employee to tender the periodic dues or applicable agency fee, and the initiation fee uniformly required as a condition of acquiring or retaining membership.
3. The Employer shall make known to any new hire his or her obligations under this provision, and present such new hire at that time, union membership materials including a membership application and voluntary payroll deduction authorization.
4. On a monthly basis, the Employer shall electronically notify the Union of new hires and/or terminations and voluntary resignations providing name, Social Security number (or other unique nine digit identifying number), date of hire or termination, work location and address and primary telephone number. Every six months upon request by the Union, the Employer shall Electronically provide the Union a list of all of its employees covered by this Agreement

providing name, Social Security number (or other unique nine digit identifying number), date of hire or termination, work location and address and primary telephone number. This information shall be transmitted electronically.

5. The Employer agrees to deduct from the employee's paycheck all initiation fees and periodic dues as required by the Union and voluntary contributions to the Union's Committee on Political Education ("COPE") or American Dream Fund ("ADF") upon presentation by the Union of individual authorizations as required by law, signed by the employees directing their employer to make such deductions from the employee's paycheck each month and remit same to Union not later than the 20th of the month following the month in which such deductions were made.

6. The Union will furnish to the Employer the forms to be used for authorization.

7. The Union will completely defend and indemnify the Employer, and hold the Employer free and harmless against any and all claims, damages, suits or other forms of liability whatsoever that shall arise out of or by reason of action taken by the Employer at the Union's request for the purpose of complying with any provisions of this Article, including the Employer's termination of any employee for the failure to pay dues or an agency fee, including court costs and reasonable attorney fees. The Union shall have the right to select counsel to represent the Employer to contest, litigate, administer and/or settle any legal action with the Employer's consent, which shall not be unreasonably withheld.

ARTICLE 4: PROBATIONARY PERIOD

All new employees hired after the effective date of this Agreement shall not be considered regular employees of the Employer until after a probationary period of ninety (90) days. During the probationary period the employees will be represented by the Union and will be covered by all of the terms and conditions, unless otherwise noted herein, of this Agreement but may be discharged or otherwise disciplined without recourse to the grievance procedure in this Agreement.

ARTICLE 5: SENIORITY

1. After completion of the probationary period, an employee shall attain seniority as of his or her original date of hire. Unless otherwise provided, seniority shall be defined as an employee's length of service with the Employer or at a particular location, whichever is longer. An employee's seniority as of the effective date of this Agreement shall be the employee's date of hire with the Employer or any predecessor employer at the location where the employee currently works, provided that the chain of employment has been unbroken. The chain of employment is broken where an employee is separated from employment with an employer and at a building simultaneously. The burden of establishing a seniority date, if different from the date of hire with the Employer, shall be on the employee and based on credible documented proof.

2. Unless otherwise prohibited by applicable law, seniority shall be broken by any of the following events:
 - a. Resignation, retirement, or voluntary termination;
 - b. Discharge for cause;
 - c. Voluntary promotion into any non-bargaining unit position, unless the employee returns to the bargaining unit within six (6) months of the promotion, in which case the Employee's seniority shall be fully restored, less any time in the non-bargaining unit position;
 - d. Inactive employment for any reason exceeding six (6) months or an Employee's length of seniority; whichever is less; or
 - e. Failure to return to work after any leave (including recall from layoff) within three (3) calendar days after a scheduled date for return, unless prior written notice is received by the Employer.
3. Within the bargaining unit, assignments, promotions, and the filling of vacancies shall be determined on the basis of seniority, provided that, in the reasonable opinion of the Employer, the Employee is qualified, suitable and available to work. Seniority shall be determinative when, and only when, all other job related factors are equal.
4. In the event of a layoff due to a reduction in force in a building or buildings that are all part of a building complex (a complex consisting of two or more adjacent buildings on a single campus or site), the Employer shall recognize the displaced employee's seniority across the entire building complex but only if, and only to the extent, the Employer has a current practice of treating operationally the buildings as one unit.
5. Except as provided in section 4 above, an employee who is laid off shall not be permitted to bump an Employee at any account or location. However, the laid off Employee shall have the right, for three (3) months to fill positions within the Employee's classification that may become available at the same account or location or at other accounts or locations subject to this Agreement, provided in the reasonable opinion of the Employer the Employee is qualified, suitable, and available to work. At the end of this six (6) months period the employee's seniority is broken.
6. Seniority shall be determinative when all other job-related factors are equal among two or more employees who are reasonably qualified for the particular position.
7. The Employer may temporarily or permanently assign an employee to another building, or among other buildings, covered by Article I (Recognition) of this Agreement, provided that employees so assigned shall be credited with all accumulated seniority from their previously assigned location at their new location and shall continue to accrue seniority at their new location

as if they had started work at that location, and that such assignments shall not be made arbitrarily, in retaliation or in violation of Article 2 (Non Discrimination).

8. Subject to paragraph 3 above, part-time employees shall be given preference by seniority in bidding for open full-time positions, provided that, in the reasonable opinion of the Employer, the employee is qualified, suitable, and available to work. Seniority shall be determinative when all other job-related factors are equal.

ARTICLE 6: DISCHARGE AND DISCIPLINE

1. Employees may not be discharged or disciplined except for just cause. Any employee discharged or disciplined shall be given written notice of the basis for such discipline or discharge. Upon request, the Union shall be provided with a copy of the notice to the employee of discipline or discharge.

2. All employees shall have the right to have a Shop Steward or other Union Representative present at any investigatory meeting that the employee reasonably believes may lead to discipline. To effectuate the presence of such an individual, the employee must request the presence of the Shop Steward or Union Representative.

ARTICLE 7: GRIEVANCE/ARBITRATION PROCEDURE

1. Grievance Procedure

For the purpose of this Agreement, a grievance is any difference or dispute between the Employer and the Union, an employee or group of employees concerning the interpretation or application of this Agreement. The parties agree to make prompt and earnest efforts to resolve such matters.

a. The procedure for handling a grievance pertaining to any such difference or dispute which may arise under this Agreement, shall be as follows, except that grievances involving disciplinary suspensions, transfers or terminations may be taken directly to Step 3.

Step 1.

The Union and the immediate supervisor shall attempt to resolve any disputes or differences covered by this Article at the time they arise, or as soon as practicable thereafter. In the event they are unable to resolve the issue, the grievance shall be reduced to writing by the Union, and the grievance will state a summary of the facts, the specific portion of the Agreement allegedly violated and the date the alleged violation occurred, and will be signed by the grievant and submitted to the Employer's designated representative within ten (10) business days from when the

grievant knew or should have known of the facts giving rise to the grievance.

Step 2.

All grievances, other than those concerning discharge or suspension, shall be discussed at a Step 2 meeting between the Union representative and the Employer representative, who shall not be the person who participated in Step 1 on behalf of the Employer; to be scheduled within ten (10) business days of the written grievance. A written decision by the Employer shall be rendered within ten (10) business days of the Step 2 meeting. If the grievance is not deemed resolved after the Step 2 meeting, the Union shall request a Step 3 meeting within ten (10) business days of the Employer's Step 2 written decision.

Step 3.

Following a request for a Step 3 meeting, the Union representative and the Employer representative, who, if practicable, shall not be the person who participated in either Step 1 or Step 2 on behalf of the Employer, shall meet within ten (10) business days. A written decision by the Employer shall be rendered within ten (10) business days of the Step 3 meeting. For all discharge and suspension grievances, the designated Union representative and the designated Employer representative will meet within ten (10) business days of the receipt of the grievance notice in an attempt to resolve the issue.

b. All grievances not resolved at Step 3 may be submitted at the request of either party to an arbitrator whose decision shall be final and binding on the Union and the Employer. The demand for arbitration must be made in writing within fifteen (15) business days after receipt of the Employer's Step 3 Written decision.

2. **Arbitration**

The parties agree to utilize the Federal Mediation and Conciliation Service to select arbitrators to decide all grievances submitted to arbitration. An arbitrator shall be selected pursuant to the Federal Mediation and Conciliation Service Rules for Labor Arbitrations.

a. The parties will make every effort to have the arbitration scheduled as soon as practicable.

b. The fee of the arbitrator and all reasonable expenses involved in the arbitrator's functions shall be borne equally by the Union and the Employer.

c. If either party asserts that the dispute or difference is not properly a "grievance," the fact that the grievance has been dealt with under the contract grievance machinery shall not be considered by the Arbitrator in determining whether or not the grievance is arbitral.

d. The parties intend that the arbitration shall be governed by the Federal Arbitration Act (FAA). The procedure outlined herein in respect to matters over which the arbitrator has jurisdiction shall be the sole and exclusive method for determination of all such issues, and the decision of the Arbitrator shall be final and binding upon the Union and the Employer. The Arbitrator shall have no authority to add to, subtract from, or modify, any of the terms of this Agreement

e. Should either party fail to abide by an arbitration award within two (2) weeks after such award is sent by registered or certified mail to the parties, either party may, in its sole and absolute discretion, take any action necessary to secure such award including but not limited to suits at law.

3. **Time Limits**

a. Time limits in this Article shall exclude Saturday, Sunday and paid holidays. The time limits in this Article may be extended by mutual agreement of the parties.

b. If the Employer fails to respond within the time limits prescribed, the grievance shall be processed to the next step in the grievance arbitration procedure.

c. Any grievance shall be considered null and void if not filed and processed by the Union in strict accordance with the time limitations and procedures set forth above.

4. **Employer Initiated Grievances**

The Employer shall have the right to initiate grievances at Step 3 and those grievances must be submitted in writing to the Union within fifteen (15) business days after the Employer knew or should have known of the incident or occurrence giving rise to the grievance.

5. The Union and the Employer intend that the grievance and arbitration provisions in the Collective Bargaining Agreement shall be the exclusive method of resolving all disputes between the Employer and the Union and the employees covered by this agreement unless otherwise set forth or required under applicable law. Such disputes include "wage and hour claims or disputes," which shall include statutory claims over the payment of wages for all time worked, uniform maintenance, training time, rest and meal periods, overtime pay, vacation pay, and all other wage hour related matters. The parties agree that any employee's or employees' wage and hour claims or disputes relative to a violation of wage and hour law shall be resolved through the arbitration process provided for in this Agreement to the extent permitted by law and the employees (by and through the Union) shall have access to the arbitration provision in this Agreement for the purpose of resolving any wage and hour claims or disputes.

6. Regarding wage and hour claims or disputes:

- a. The Union has the exclusive right to assert collective or class action grievances or grievances on behalf of more than one employee. All such grievances shall be initiated and processed in accordance with the standard provisions of the grievance and arbitration procedure, including the standard deadline by which such grievances must be initiated. The employees (by and through the Union) shall be provided all substantive rights and remedies available under applicable law.
- b. Where the Union chooses not to assert a grievance under Section (a) above, an employee may assert claims or disputes to the department of labor or through a civil action on behalf of himself or herself individually concerning a wage and hour claim or dispute and the employee shall be provided all substantive rights and remedies that they would otherwise be entitled to under applicable law. As set forth in paragraph 6(a) an individual cannot pursue class and/or collective wage and hour claims or disputes to the department of labor or through civil litigation.

7. These provisions are not intended to limit or curtail employees' individual rights. To the contrary, it is the goal of the Employer to swiftly and fairly address and resolve employee concerns. In no event shall this Article or this agreement be read to construe a waiver of individual rights to pursue discrimination claims through administrative proceedings or civil actions.

8. The Employer and the Union agree to work swiftly and cooperatively to resolve and remediate, if necessary, any disputes that arise.

ARTICLE 8: NO STRIKES, PICKETING OR OTHER INTERRUPTION OF WORK/ NO LOCKOUTS

1. There shall be no strikes (including, but not limited to, economic, unfair labor practice or sympathy strikes), picketing, work stoppages or job actions by employees or the Union, relating to this bargaining unit, or lockouts, during the term of this Agreement. In addition, the Union shall not engage in any of the following activities at or concerning any location covered by this Agreement: a) anti-company websites; b) anti-company internet postings or blogs; c) electronic or any other form of negative or anti-company literature or publicity, except literature which is provided only to employees of the company which are represented by the Union and which covers only employment related issues; d) public demonstrations aimed at the Employer; e) encouraging or funding claims or litigation against the Employer except for claims based on a violation of this Agreement; f) engaging in any of the foregoing activities targeting or addressed to the Employer's customers in furtherance of the Union's activities vis-a-vis an Employer. In the event of a strike of another labor group, the Union or any other individual(s) involving the customer's property or operations, the employees will remain on the job for the protection of life, limb, and property, but shall not be required to assume duties outside the scope of this Agreement.

2. The Union acknowledges that security officers' duties may include the apprehension, identification and reporting of, and giving evidence, against any persons who perform or conduct themselves in violation of work rules or applicable laws while on the Employer's or the customer's premises, including members of this bargaining unit, and that the performance of such duties shall not subject security officers to punishment, discipline or charges by the Union.

ARTICLE 9: MANAGEMENT RIGHTS

1. Subject to the terms of this Agreement, the Employer shall have the exclusive right to manage and direct the workforce covered by this Agreement. Among the exclusive rights of Management, but not intended as a wholly inclusive list of them are the rights: to plan; direct and control all operations performed at the various locations served by the Employer; to direct and schedule the workforce; to determine the methods, procedures, equipment, operations and/or services to be utilized and/or provided or to discontinue their performance by the employees of the Employer and/or subcontract the same in accordance with Article 26 (Subcontracting); to transfer and/or relocate all of the operation(s) of the business to any location or discontinue such operations, by sale or otherwise in whole or in any part at any time; to establish, increase or decrease the number and/or length of work shifts, their starting and ending times and determine the work duties of Employees; to require that occasional de minimis duties other than normally assigned be performed; to select supervisory employees; to train Employees; to discontinue or reorganize or combine any part of the organization; to promote and demote employees consistent with the operational needs of the business consistent with applicable laws; to discipline, suspend, and discharge for just cause subject to the terms of the Agreement; to relieve Employees from duty due to lack of work or any other legitimate operational reason; to cease acting as a contractor at any location or cease performing certain functions at a location, even though Employees at that location may be terminated or relieved from duty as a result.
2. Any of the rights, power or authority the Employer has when there was no Agreement are retained by the Employer and may be exercised without prior notice to or consultation with the Union, except those specifically abridged or modified by this Agreement and any supplementary subsequent agreement which may be made and executed by the parties.
3. The Employer shall also have the right to promulgate, post and enforce reasonable rules and regulations governing the conduct of Employees during working hours provided they are consistent with the terms of the Agreement and the Union is provided with reasonable notice of changes to the rules or regulations. In any arbitration in which the Employer's rule or regulation is found to be unreasonable, the arbitrator may only order rescission of the rule or regulation, and may not modify or alter the rule or regulation in any manner.
4. The foregoing statements of management rights and Employer functions are not exclusive and shall not be construed to limit or exclude any other inherent management rights not specifically enumerated.
5. The Union recognizes that the Employer provides a service of critical importance to the customer. If a customer or tenant demands that the Employer remove an Employee from further

employment at an account or location, the Employer shall have the right to comply with such demand. However, unless the Employer has cause to discharge the employee, the Employer will place the employee in a job at another account or location covered by this Agreement without loss of seniority or reduction in pay wages or benefits. If the Employer has no other accounts or locations under this Agreement where there are positions at the employee's same wage rate and benefits, the employee shall be placed at another account or location of the Employer covered by this Agreement in a lower wage category, or where there are lesser benefits; or, at the employee's option, the employee may be laid off. If the employee is placed at another account or location of the Employer in a lower wage category, or where there are lesser benefits, or if the employee is laid off, the employee shall have the right, subject to the Employers suitability determination, to fill positions that become available within three (3) months if the Employer obtains, or a vacancy occurs at, another account subject to this Agreement where the wage rate and benefits are at least equal to the wage rate and benefits previously enjoyed by the employee. When informed of the possibility of a layoff under this paragraph, the employee shall have ten (10) days in which to notify the Employer if he 'or she wishes to accept a position with the Employer at another location. (If the employee is no longer working during any portion of this ten-day period, the foregoing sentence shall not impose any obligation on the Employer to pay the employee for any such non-working days.) Before any other employees are hired, the Employer shall hire individuals who have chosen to go onto the recall list, provided they are qualified, suitable, and available to work. Recall rights hereunder are in order of Employer seniority within classification. There shall be no bumping rights in conjunction with this paragraph. Nothing herein shall require the Employer to place an employee in a position for which the employee is not qualified.

6. Transfers or removals of employees because of a reduction in force shall not be arbitrary, retaliatory or in violation of Article 2 (No Discrimination). The Employer shall make its best effort to promptly notify the Union, where possible in advance, of any significant reductions in the number of employees assigned to any work location covered by this Agreement.

ARTICLE 10: WAGES

1. The following wage tables will govern the minimum hourly rates and wage increases for all accounts, following this Agreement's ratification date. The Employer shall implement either the Wage Increase or the Minimum Rate, whichever is more favorable to the employee, but not both.

<u>DATE</u>	<u>WAGE INCREASE</u>	<u>MINIMUM RATE</u>
June 1, 2014	\$.40	\$10.00
April 1, 2015	\$.40	\$10.25
April 1, 2016	\$.45	\$10.50
April 1, 2017	\$.45	\$11.00

Any general wage increase the employee is entitled to is granted first, then if the employee is still below the contract minimum rate, the employee is moved to the minimum rate.

2. Where required by a client account, an Employer may implement an increase in the wage rates set forth in this Article in the twelve months preceding the date on which the increase becomes due, so long as the Employer provides the Union with advance notice of the proposed increase and obtains the Union's consent, which consent shall not be unreasonably withheld. In such event, the increase shall be credited and count toward any required annual increases as set forth and required by this Article.

3. Accounts subject to prevailing wage laws shall not be subject to the economic terms herein. The parties shall negotiate riders for such accounts.

ARTICLE 11: HEALTH BENEFITS

1. Health and Welfare Through and Until December 31, 2014: The Parties agree that the Employer shall, with respect to eligible Employees, maintain those Employer provided health care plans in effect as of the effective date of this Agreement and, in doing so, the Employer shall not materially alter said plans during the period in which said plans are in effect. The aforementioned health care plans shall remain in effect through and until December 31, 2014. Eligible employees shall be offered coverage under this section in accordance with the requirements of the Employer's health care plan and within the 90-day waiting period as required by law for Affordable Care Act-covered health plans effective January 1, 2014.

Dental and Vision Coverage Through and Until December 31, 2014: Employer shall continue to offer the current dental and vision plans as offered at this time, if any, until December 31, 2014.

2. Health and Welfare Effective January 1, 2015: Subject to Section 3 below, the Employer agrees to make payments as follows into a health trust fund, known as the Building Service 32BJ Health Fund (the "Health Fund"), to provide only eligible employees covered by this Agreement with health benefits under such provisions, rules and regulations as may be determined by the Trustees of the fund, as provided in the Agreement and Declaration of Trust, subject to paragraph 7 below. Effective January 1, 2015, the Employer shall contribute to the Health Fund for all employees who regularly work 30 hours or more per week ("full-time employees"). Effective January 1, 2015, the rate of contribution shall be \$366 per month per full-time employee. Effective January 1, 2016, the rate of contribution shall be \$394 per month per full-time employee. Effective January 1, 2017 the rate of contribution shall be the rate established by the Health Fund Trustees, not to exceed \$426 per month per full-time employee. The Union has provided evidence to the Employer that the Health Fund has certified that it is currently compliant with the Affordable Care Act. The Union agrees to provide the Employer with reasonable assurance on or about November 1, 2014 that the Health Fund is then compliant with the Affordable Care Act. The Employer shall not be required to make any payment to the Fund in connection with dependent coverage.

3. The Employer's obligations under Section 2 above are subject to the condition that if the employer mandate provisions and/or the employer mandate penalties of the Affordable Care Act are postponed to a date beyond January 1, 2015, then the Employer's obligations under Section 2 above shall also be postponed and shall not take effect until the new effective date of the employer mandate provisions and/or the employer mandate penalties, as applicable, whichever occurs later.
4. Subject to paragraph 3 above, effective January 1, 2015 the obligation to contribute to the Fund shall commence ninety (90) days after the employee's date of hire, or on the date the employee becomes a full-time employee, whichever is later. Employees shall have a waiting period of ninety (90) days following their date of hire or in the case of an employee who has been employed by the Employer for at least 90 days and is changing from part-time status to full-time status, the employee shall become eligible to participate in the Fund effective the date he becomes a full-time employee. Under no circumstances is the Employer obligated to contribute to the Fund with respect to any employee who is not yet eligible to participate in the Fund.
5. **Dependent Health Care Coverage:** Subject to paragraph 3 above and effective January 1, 2016, the Health Fund shall offer dependent health care coverage that satisfies the requirements of the Affordable Care Act, to eligible full-time employees who elect such dependent coverage in accordance with the Fund's enrollment procedures and agree to contribute at rates to be determined by the Health Fund Trustees. The Employer agrees to work in good faith with the Union and the Health Fund to get the necessary confirmations and documentation the Employer reasonably deems necessary so that employee contributions for said dependent health care coverage may be deducted on a pre-tax basis from the wages of eligible full-time employees who have elected such coverage through a Section 125 Plan, prior to January 1, 2016. If the necessary confirmations and documentation can be provided, the Employer shall establish and sponsor a plan in compliance with the requirements of Section 125 of the Internal Revenue Code, and any regulations issued thereunder, to allow full-time employees to choose between receiving the amounts above as cash paid in the employee's wages or paying the Health Fund for dependent health care coverage. The Employer shall remit these employee contributions to the Health Fund in accordance with the Health Fund's policies and procedures.
6. If any future applicable legislation is enacted, there shall be no duplication or cumulation of coverage, and the parties will negotiate such changes as are required to ensure no duplication or cumulation of coverage or as may be required by law.
7. This Agreement will not alter site-specific rider agreements required under applicable prevailing wage laws as to health care.
8. It is agreed by the parties that, other than the stated rates above, no other increases in the Health Fund contribution rates can or will occur, or be required to be paid, by the Employer during the term of this Agreement. If the Fund does implement additional increases other than those set forth in this Agreement, payment of these increases shall be the responsibility of the employee and not the Employer.

9. The Employer shall not change an employee's regular schedule by reducing the hours the employee works for the purpose of avoiding its obligation under this Agreement or any rider to make contributions for health benefits for such employees, nor shall the Employer change the structure of scheduled hours on any account/site solely for the purpose of limiting or reducing health care eligibility. If the Employer intends to reduce the overall number of hours regularly billed to a client account because of a change in client specification, the Employer shall make best efforts to implement the reduction of hours in a manner that would have the least effect on the Employer's then current obligation to contribute toward health benefits for full-time employees assigned to the subject client account.

10. Subject to paragraph 3 above and effective January 1, 2015, with regard to health care eligibility of full-time employees, the following shall apply as it relates to employees who experience a layoff:

a. A laid-off employee who, because of reassignment/transfer, obtains a full-time position immediately following the date of layoff will remain eligible for health care coverage while employed in the newly assigned position to the same extent as employees at the Employer's site to which the employee is reassigned/transferred;

b. A laid-off employee who, because of reassignment/transfer, obtains a part-time position immediately following the date of layoff will remain eligible for health care coverage while employed in the newly assigned position to the same extent as employees at the Employer's site to which the employee is reassigned/transferred;

c. A laid-off employee who fails to obtain a full-time or part-time position immediately after the date of layoff, due to a lack of reassignment or transfer or any other reason, shall not be eligible for health care coverage until such time as the employee is recalled to a position and becomes eligible for health care coverage under this Agreement.

11. Variable Hour Employees: Subject to paragraph 3 above and effective on and after January 1, 2015, the eligibility of employees of the Employer who are not regularly scheduled to work at least 30 hours per week shall be determined based on a 90 day measurement period, the first day of which will be the employee's first day of work for the Employer. If the employee works or is paid for an average of 30 hours or more per week during the first 90 days of employment by the Employer, then beginning on the 91st day of employment the employee shall be eligible for employee coverage to be provided by the Health Fund and the Employer shall pay the contributions at the single employee rates as set forth in Paragraph 2 for the immediately following six calendar months of the employee's employment regardless of the number of hours the employee works during the six months, so long as the employee remains an employee of the Employer. After the first 90 days of employment, the employee's eligibility for single employee coverage shall be determined by 90-day measurement periods; there shall be a new 90 day measurement period beginning on the first day of each calendar month, looking back at the average hours worked or paid in the prior 90 days. If the employee fails to work or be paid for an average of 30 hours or more per week during any 90-day measurement period, the employee shall not be eligible for coverage during the following six-month stability period, except to the extent the employee is eligible under a prior stability period requirement as prescribed by the Affordable Care Act.

12. At any time on or after January 1, 2015, should the Union or the Employer receive notice that the Health Fund's plan of benefits or the eligibility standards stated in this Agreement (1) fail to meet the requirements of any applicable law or regulation, or (2) cause the Employer to become subject to a penalty, fine or other assessable payment under ACA or any related law or regulation ("noncompliance"), the party receiving notice of such noncompliance shall provide a copy of such notice to the other party within 15 days. Within the next 15 day period the parties shall meet to discuss a resolution to cure the noncompliance. If the meeting and bargaining do not result in an agreement to cure the noncompliance within 30 days of either party first receiving notice of noncompliance, the Employer may provide written notice to the Union that it is withdrawing from the Fund and the parties shall continue to meet to bargain over health coverage, provided that the no-strike provisions contained in Article 8 of this Agreement shall cease to apply upon the date on which the Employer provides written notice that it is withdrawing from the Fund.

ARTICLE 12: HOLIDAYS

1. All full time and regular part-time employees shall be entitled to seven holidays each year, as enumerated below:

- January 1st
- Martin Luther King Jr. Day
- Memorial Day
- July 4th
- Labor Day
- Thanksgiving Day
- Christmas

2. In the event an employee works on a holiday, the employee shall receive time and half for all hours worked with a minimum of four hours. Employees who do not work on the Holiday shall not be paid.

3. The following dates are when Holiday premium pay shall be paid for hours worked.

2014

- | | |
|------------------|-------------------------------------|
| Memorial Day | Monday, May 26th |
| Fourth of July | Friday, July 4th |
| Labor Day | Monday, September 1st |
| Thanksgiving Day | Thursday, November 27 th |
| Christmas Day | Thursday, December 25 th |

2015

- | | |
|--------------------------------------|----------------------------------|
| New Year's Day | Thursday, January 1st |
| Dr. Martin Luther King Jr's Birthday | Monday, January 19 th |
| Memorial Day | Monday, May 25 th |

Fourth of July
 Labor Day
 Thanksgiving Day
 Christmas Day

Saturday, July 4th
 Monday, September 7th
 Thursday, November 26th
 Friday, December 25th

2016

New Year's Day
 Dr. Martin Luther King Jr's Birthday
 Memorial Day
 Fourth of July
 Labor Day
 Thanksgiving Day
 Christmas Day

Friday, January 1st
 Monday, January 18th
 Monday, May 30th
 Monday, July 4th
 Monday, September 5th
 Thursday, November 24th
 Sunday, December 25th

2017

New Year's Day
 Dr. Martin Luther King Jr's Birthday
 Memorial Day
 Fourth of July
 Labor Day

Sunday, January 1st
 Monday, January 16th
 Monday, May 29th
 Tuesday, July 4th
 Monday, September 4th

ARTICLE 13: VACATION

Full-time employees will earn standard vacation allowance on the following schedule. For purposes of this Vacation Article, an employee will be classified as a *full-time employee*, and then eligible to begin earning vacation allowance if they have worked, or otherwise been paid, on average, at least thirty (30) hours per week during the immediately preceding ninety (90) day period. Employees who do not maintain a ninety (90) day average of thirty (30) hours paid per week will be re-classified as part-time and not eligible to earn vacation allowance.

Years of Service	Maximum Vacation Allowance
1 st Year Anniversary Date	5 days (up to 40 hours)
5 th Year Anniversary Date	10 days (up to 80 hours)
8 th Year Anniversary Date	15 days (up to 120 hours)

Week shall mean the eligible employee's regular workweek, and vacation pay shall be calculated on a pro rata basis (prorated based on 2080 hour work year) up to a maximum of forty (40) hours for each week.

Employees shall receive their full, pro-rata allotment of vacation upon reaching their anniversary. For example, employees reaching their one year anniversary shall receive up to one week vacation. Vacation allotment is determined by the actual hours paid in the previous year up to a maximum of 2080 hours. Employers that use a calendar year vacation system shall not have an accrual system that provides less than the anniversary system. In determining an eligible Employee's actual hours paid, he or she will receive credit for straight-time hours paid, overtime hours paid, holidays paid, paid sick leave, paid vacation leave taken, and paid training assignments up to a maximum of forty (40) hours per week.

To state it another way, an eligible employee's vacation pay is determined based on the following formula:

$$\frac{\text{Maximum Vacation Allowance (see table above) x Actual Hours Paid}}{2080} = \text{Vacation Allowance as of Employee Anniversary date.}$$

Vacations will be paid at the employee's regular straight-time hourly rate. Employees may opt for payment in lieu of time off and will be paid within thirty (30) days of the employee's anniversary month. Employees will be paid vacation in accordance with the Employer's normal payroll procedures. Vacation time shall not be carried over year to year. An employee who is discharged for cause shall forfeit any accrued unused vacation.

Vacations shall be scheduled subject to Employer's sole discretion and in accordance with Employer's vacation policy. When compatible with proper operation of the facility, selection and preference as to the time of taking of vacations shall be granted to employees on the basis of seniority.

ARTICLE 14: PAID AND UNPAID TIME OFF

1. Jersey City Employees

For employees who work in Jersey City, the Employer shall provide Paid Time Off ("PTO") as required under the Jersey City Sick Time Ordinance. If the Employer has 10 or more employees working in Jersey City it shall provide each Jersey City employee up to 40 hours of PTO each calendar year. If the Employer has fewer than 10 employees working in Jersey City it shall provide each Jersey City employee up to 40 hours of Unpaid Time Off ("UTO") each calendar year. For the purpose of this Section, Calendar Year shall mean the period from January 1 to December 31.

Beginning on the first day of employment after January 24, 2014, a newly hired employee shall accrue one hour of PTO or UTO for every 30 hours worked. However, a new hired employee is not eligible to use PTO or UTO until the 90th day of employment. After the 91st day of employment, a newly hired employee may use PTO or UTO as it is accrued, unless the Employer's policy provides for an advance loan of time off. A current employee who has been

employed for 90 days or more as of January 24, 2014 may use PTO as it is accrued, unless the Employer's policy provides for an advance loan of time off.

PTO or UTO may be used in increments of one hour, unless the Employer's sick time policy permits the use of PTO or UTO in increments smaller than one hour. The Employer may request a doctor's note after an employee uses 3 or more consecutive days of sick time.

PTO or UTO may be used for the following reasons:

- An employee's mental or physical illness, injury or health condition; an employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; an employee's need for preventative medical care;
- Care of a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; care of a family member who needs preventative medical care; and
- Closure of the employee's place of business by order of a public official due to a public health emergency or an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or care for a family member when it has been determined by the health authorities having jurisdiction or by a health care provider that the family member's presence in the community would jeopardize the health of others because of the family member's exposure to a communicable disease, whether or not the family member has actually contracted the communicable disease.

Accrued but unused PTO or UTO shall be carried over to the next calendar year, however, no employee may carry over more than 40 hours of accrued but unused PTO or UTO to the next calendar year, and no employee may use more than 40 hours of PTO or UTO in a calendar year. Accrued but unused PTO or UTO shall not be paid out upon separation of employment.

2. Newark Employees

Beginning on May 29, 2014, if the Employer has one or more employees working in Newark, New Jersey, the Employer shall provide them with Paid Time Off ("PTO") as required under the Newark Sick Time Ordinance. Specifically, if the Employer has 10 or more employees working in Newark it shall provide up to 40 hours of PTO each calendar year. If the Employer has fewer than 10 employees working in Newark it shall provide up to 24 hours of PTO each calendar year. For the purpose of this Section, Calendar Year shall mean the period from January 1 to December 31.

Beginning on the first day of employment after May 29, 2014, a newly hired employee shall accrue one hour of PTO for every 30 hours worked. However, a newly hired employee is not eligible to use PTO until the 90th day of employment. After the 91st day of employment, a newly hired employee may use PTO as it is accrued, unless the Employer's policy provides for an advance loan of time off. A current employee who has been employed for 90 days or more as of May 29, 2014 may use PTO as it is accrued.

PTO may be used in increments of one or more days (no partial days). The Employer may request a doctor's note after the employee uses 3 or more consecutive days or instances of sick time.

PTO may be used for the following reasons:

- An employee's mental or physical illness, injury or health condition; an employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; an employee's need for preventative medical care;
- Care of a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; care of a family member who needs preventative medical care; and
- Closure of the employee's place of business by order of a public official due to a public health emergency or an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or care for a family member when it has been determined by the health authorities having jurisdiction or by a health care provider that the family member's presence in the community would jeopardize the health of others because of the family member's exposure to a communicable disease, whether or not the family member has actually contracted the communicable disease.

Accrued but unused PTO shall be carried over to the next calendar year, however, no employee may carry over more than 40 hours of accrued but unused PTO to the next calendar year, and no Employee may use more than 40 hours of PTO in a calendar year. If the Employer's sick time policy provides for the payment of accrued but unused sick time at the end of the calendar year in which such time was accrued, then accrued but unused sick time shall not be carried over to the next calendar year. Accrued but unused PTO shall not be paid out upon separation of employment.

3. All Other Employees

The following PTO schedule shall apply to all regularly scheduled full-time employees working in any municipality covered by this Agreement other than Jersey City, Newark or any other municipality that adopts a paid sick time law or ordinance or its equivalent during the term of this Agreement:

- a. Effective January 1, 2016, and each subsequent January 1 for the duration of this Agreement, regularly scheduled full-time employees with two years seniority shall be granted one paid day of PTO per calendar year for use due to *bona fide illness or injury*, or to attend a doctor's appointment, or for any other reason at the employee's discretion. Employers that use a calendar year paid time off system shall not have an accrual system that provides less than the anniversary system.
- b. Effective January 1, 2017, and each subsequent January 1 for the duration of this Agreement, regularly scheduled full-time employees with three years seniority

shall be granted two days of PTO per calendar year. There shall be no pyramiding of clauses (a) and (b) of this Section.

- c. Except where a PTO day is for unanticipated illness or injuries, the employee must provide ten (10) calendar days' advance notice to the Employer of his or her intention to use a PTO day, and obtain the Employer's prior approval. Such approval shall not be unreasonably withheld. PTO under this Section may be used in increments of one or more days (no partial days).
- d. PTO accumulation is not eligible for cash out, nor can it be carried forward from year to year.

4. Interaction with other Leave

Any PTO used under this Article, including PTO used by an employee working in Jersey City, Newark or any other city/municipality which adopts an ordinance or law similar or equivalent to the Jersey City or Newark ordinances, shall also reduce the time available to the employee for use under the Family and Medical Leave Act ("FMLA") and the N.J. Family Leave Act ("NJFLA"), to the maximum extent permissible under law. For example, if an employee uses one day of accrued PTO for an event that qualifies the employee for unpaid leave time under the FMLA, then the time the employee has available under the FMLA shall also be reduced by one day. The intent of this provision is to provide benefits that are fully coordinated with, but not cumulative of, any rights the employee may have under the FMLA and the NJFLA.

ARTICLE 15: BEREAVEMENT LEAVE

1. In the event of a death in the employee's immediate family (parent, spouse, child, brother or sister, grandparent, and domestic partner), shall be granted up to three days unpaid leave. Vacation may be used with the Employer's approval. Leave must be coordinated through the employee's supervisor.

2. Employees who have to travel to a distant location because of the death in the employee's immediate family (as defined above) may be granted an unpaid leave of absence for up to thirty (30) calendar days (in addition to the paid leave provided for in Articles 13 and 14). Requests for such leave shall not be unreasonably withheld. The employee shall notify the Employer of the date he or she will return to work.

An employee may be required to submit proof of death and/or that the deceased was within the class of relatives specified.

ARTICLE 16: JURY DUTY

Employees shall receive leave and wages for days served performing jury duty, pursuant to applicable law. An Employee may be required to submit proof of jury duty and/or proof that he/she was paid for such service.

ARTICLE 17: WORKWEEK, OVERTIME, BREAKS

1. The workweek shall be the Employer's established weekly pay period in accordance with Employer's payroll policy. This Section shall not be construed as a guarantee of any number of worked days per week or hours worked per day. A regularly scheduled full-time employee will be granted a minimum of one (1) day (24 consecutive hours) off in each workweek. This excludes emergencies, including but not limited to staffing shortages (i.e. "no-call, no-show"), voluntary opportunities as well as special events. Unless otherwise required by law, all work performed in excess of forty (40) hours in one workweek shall constitute overtime and shall be paid for at the rate of time and one-half the employee's hourly rate.
2. Other than in extreme or emergency circumstances, no employee shall be required to work more than sixteen (16) hours in any twenty-four (24) hour period. Under no circumstances shall an employee be disciplined for refusing to work more than sixteen (16) hours in any twenty-four (24) hour period. If any employee is required to work beyond his or her regularly scheduled hours in any day, such employee shall be paid therefore and shall not be required to take compensatory time off.
3. Work schedules for the following week will be made available to employees pursuant to the Employer's scheduling policy. The Employer may, with reasonable notice, change the schedule of any employee to provide coverage for call-offs, vacations, illness or other unforeseen situations. Other than in the case of formal disciplinary suspension, no employee shall have his/her schedule reduced as a form of discipline.
4. Employees required to secure a standing post shall be permitted to sit down at reasonable intervals.
5. **Meal and Rest Periods:**
 - a. Unless the employee is relieved of all duty during a thirty (30) minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. An "on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty or when an on-the-job paid meal period is agreed to in a written agreement between the Employer and employee. The parties agree that the nature of the work performed by a security officer may prevent him or her from being relieved of all duties necessitating an on-the-job paid meal period.
 - b. This valid collective bargaining agreement expressly provides for the wages, hours of work, and working conditions of employees, and expressly provides for meal periods for those employees, final and binding arbitration of disputes concerning application of its meal period provisions, premium wage rates for all overtime hours worked.

c. On-Duty Meal Periods: (for sites where employees take paid, on-duty meal breaks). The terms of the on-duty meal period are as follows:

- (1) For each normal work shift, designated Employees shall take a 30 minute, paid, on-duty meal period. On-duty meal periods shall be considered time worked. Employees shall be provided a place to take their meal periods. Employees shall not leave the work site during the 30 minute, paid, on-duty meal periods.
- (2) Employees who work longer than 10 hours in a work shift shall be entitled to a second 30 minute paid, on-duty meal period. The employees shall not leave the work site during that second 30 minute paid, on-duty meal period.

d. Off-Duty Meal Breaks (for sites where employees take unpaid, off-duty meal breaks.) The terms of the off-duty meal period are as follows:

- (1) For each normal work shift, designated Employees shall take a 30 minute, unpaid, off-duty meal period. Off-duty meal periods shall not be considered time worked. Employees shall not perform any work and shall be allowed to leave the work site during the 30 minute, unpaid, off-duty meal period.
- (2) To the extent that an employee works longer than 10 hours, he or she shall be entitled to a second 30 minute unpaid, off-duty meal period.

e. Rest Periods: Employees shall be provided a rest-period of not less than 10 consecutive minutes for each 4 hours worked (or major portion thereof) occurring as near as possible to the middle of the work period. For example, if employee begins work at 8 am, a rest period shall be provided as near as possible to 10 a.m.

f. Meal and Rest Period Report: If an employee misses a meal or rest period, within 72 hours, the employee shall complete a Meal and Rest Period Report, in writing, and provide to management. The Union and the Employer shall agree upon the form of the Meal and Rest Period Report. No employee shall be subjected to discipline, termination or other adverse action because he/she filed a Meal and Rest Period Report.

g. If any state or local law, regulation or wage order dealing with meal and/or rest periods provides more generous terms to the employee than are provided herein, the state or local law, regulation or wage order shall prevail.

6. The Employer will use good faith efforts to assign overtime hours available at a location to officers at that location who have expressed interest in working the overtime, subject to the needs of the business.

7. The Employer will not, as a matter of practice, change the employee's regular schedule by reducing the employee's hours for the sole purpose of reducing the employee's overtime pay in the same week.

**ARTICLE 18: JOB VACANCIES, TRANSFERS AND CAREER
ADVANCEMENT**

1. The Employer shall post at the Employer's facility regular bargaining unit job openings showing openings in the locations covered by this Agreement, and shall provide, upon written request by the Union, a copy of such posting or otherwise make it available to the Union.

2. An employee who desires to change site location, work assignment or shift shall submit his/her name to the Employer indicating his/her desired shift, work assignment, location or geographic area and/or wage rate, as appropriate. The Employer shall provide a list of the names of the employees who have self-nominated to the Union upon request.

When a position arises at a location covered under this Agreement, the Employer shall give first consideration to the bargaining unit employees who have self-nominated in order of seniority whose request matches the open position, assuming that in the reasonable opinion of the Employer the employee is qualified, suitable, and available for work.

3. An employee who is placed in a regular full-time position pursuant to this procedure shall not be eligible to put his/her name on the list for a period of six (6) months.

4. In the event a bargaining unit promotional opportunity arises at the job site, in deciding on the employee to be promoted, all employees steadily employed at the job site will be considered along with other persons, with respect to the following factors.

- a) Seniority
- b) Qualifications
- c) Availability
- d) Prior Work record
- e) Leadership skills, if required; and
- f) Any other required skills

Where all factors other than seniority are equal, an employee with the greatest seniority employed on the job site shall be selected over all others. For purposes of this Section job site shall include complexes as defined in Article 5.

ARTICLE 19: UNIFORMS

1. The Employer shall provide appropriate uniforms to Employees without cost to the Employee. Employees will use either wash and wear, or dry clean only uniforms. For the wash and wear uniforms the employee shall maintain the uniform in the same manner that employee maintains normal off-duty clothes. The wash and wear uniforms do not require any special and unique maintenance. The maintenance for wash and wear is to wash, dry and hang. If employee is required to have uniforms dry cleaned, the employer will pay the costs, or provide the dry cleaned uniforms. In the case of dry cleaning, the Employer shall establish the frequency and schedule regarding dry cleaning.
2. All uniforms and other equipment furnished by the Employer shall be returned at the time of termination of employment.
3. The Employer may require a deposit of up to \$125.00 which shall be deducted in no less than three (3) installments for employees hired after the effective date of this agreement. The Employer shall continue current deposit policy for employees hired prior to the effective date of this agreement.

ARTICLE 20: 401K FUND

Regular full-time employees shall be eligible to participate in the Employer-sponsored 401k savings plan in accordance with the terms and conditions of such plan as it may be amended. The Employer shall continue its matching contribution at the current rate; however, such matching contribution remains within the Employer's sole discretion and is subject to change from year to year. Each year, the Employer will advise participating employees and the Union as to whether the Employer will make a matching contribution to the plan and the amount of such contribution.

ARTICLE 21: CONTRACTOR TRANSITION

1. Whenever the Employer takes over the servicing of any job location, building or establishment covered by this agreement, the Employer agrees to retain all permanent employees at the job location, building or establishment, including those who might be on vacation or off work because of illness, injury or authorized leaves of absence, provided that employment will be offered to those employees who satisfy the hiring and employment standards of the Employer. If a customer demands that the incoming Employer remove an employee from continued employment at the location, the Employer shall have the right to comply with such demand and not offer that employee employment. In the event the Employer elects to retain said employee, the Employer agrees to honor seniority for wage and benefit purposes, and shall not require the employee to serve a Probationary Period as described in Article 4 (probationary period).
2. The outgoing Employer will be responsible to pay all wages and vacation accrued for each employee prior to the date of the takeover and the incoming Employer shall have no responsibility for wages and vacation accrued prior to takeover.

3. Subject to the provisions of Article 5 (Seniority), when an incumbent officer is not hired by the new contractor, the outgoing Employer will place the employee in a job at another account or location covered by this Agreement without loss of seniority or reduction in wages or benefits. If the Employer has no other accounts or locations under this Agreement where there are positions at the employee's same wage rate and benefits, the employee shall be placed at another account or location of the Employer covered by this Agreement in a lower wage category, or where there are lesser benefits; or, at the employee's option or where the Employer has no other account vacancies, the employee may be laid off. If the employee is placed at another account or location of the Employer in a lower wage category, or where there are lesser benefits, or if the employee is laid off, the employee shall have the right, subject to the employer's suitability determination, to fill positions that become available within three (3) months if the Employer obtains, or a vacancy occurs at, another account subject to this Agreement where the wage rate and benefits are at least equal to the wage rate and benefits previously enjoyed by the employee with the outgoing Employer.

4. The Employer shall notify the Union, as soon as practicable, once it has knowledge that a non-union security contractor is bidding on a covered account currently serviced by the Employer.

5. The Employer shall notify the Union, as soon as practicable, once it receives written cancellation of a covered account or job location.

6. New Non-Union Buildings

a. If after this Agreement has been implemented, the Employer desires to bid, or is awarded a contract to provide security at a location that falls within the categories of facilities covered by this Agreement, but which otherwise was not subject to this Agreement under the last security contractor at that location, the Employer shall set the wages and benefits, provided the non-economic provisions of this Agreement shall apply to that particular building. Thereafter, a 24-month phase-in period to the market standard will apply, except as otherwise agreed.

b. Any economic phase-in schedule agreed to by the parties shall not be deemed a violation of the Most Favored Nations provision as long as the phase-in schedule is extended to any other signatory Employer who performs work at that particular account. That schedule shall be reduced to writing and shall be provided to other Companies upon request. Any Employer who takes over a building where a phase-in schedule is already in effect, shall have the benefit of and be bound by that phase-in schedule.

7. If the Employer takes over a job subject to a Rider agreement with the Union providing less wages and benefits than provided herein, it may adopt the Rider with regard to economic terms applicable to that account or location, rather than applying the economic terms of this Agreement.

8. The successor Employer shall, at its sole discretion depending on business needs, permit an employee, upon two (2) weeks' notice, to take unpaid leave equal to the *pro rata* accrued vacation time that the predecessor Employer paid to the employee, upon credible proof by the employee that such vacation was paid out or was required to be paid out by the predecessor Employer.

9. Upon the Union's written request, an outgoing Employer shall provide to the Union within ten (10) business days from when the Union provides a written request, the names of all employees at the account or location immediately prior to the takeover, their wage rates, full or part-time status, dates of hire, and seniority, except for any employees that are being transferred to another account or location before the transition.

10. The Employer shall make its best effort to notify the Union that it is taking over an account or location covered by this agreement at least ten (10) business days prior to commencement of services at the account or location or within 5 days of being awarded the account covered by this agreement, whichever comes first.

ARTICLE 22: TRAINING

1. The Employer and the Union are committed to providing the Employer's customers, and their tenants, security employees whose training meets all applicable standards and ensures a high level of customer service.

2. Employees shall be required to successfully complete all training established and mandated by the Employer. The Employer retains sole discretion to determine the type and scope of such training. In addition, the Employer may require additional training for employees tailored to classifications that the Employer may establish or for other reasons that the Employer determines appropriate.

3. The Employer may provide classes required to maintain State licensure at no charge to the employee. Employees shall not be required to pay for the cost of any training required by the Employer. To the extent permitted by law, the Employees shall be responsible, however, for the payment of all applicable state licensing fees. All individuals who desire to work for the Employer must complete basic training prior to beginning their employment. Any time spent in post-hiring employer mandated training shall be paid at the officer's regular rate of pay.

ARTICLE 23: PAYROLL

1. Wages shall be paid in accordance with the Employer's regular payroll procedures. Employees may request pay statements itemizing hours worked, rates of pay, and any deductions from their pay.

2. To the extent permitted by law, the Employer may require that, at no cost to the Employee, an Employee's check be electronically deposited at the Employee's designated bank,

or that other improved technologies methods of payment be used. The union shall be notified by the Employer of this arrangement.

3. The Employer shall issue paychecks no less frequently than semi-monthly or bi-weekly. Where Employees are paid with hard copy paychecks, the Employer shall ensure that Employees are permitted to cash their checks at the Employer's bank, at no charge to the Employees.

ARTICLE 24: LEAVES OF ABSENCE

1. Once during the term of this Agreement, Employees may request an unpaid personal or emergency leave of absence of up to thirty (30) days, if they have been employed for at least one (1) year. The Employer shall not unreasonably withhold approval of such leave, providing that it is compatible with the proper operation of the location. Emergency leave may be requested on an emergency basis, provided that upon the Employee's return to work the Employer may request documentation of the emergency.

2. The Employer shall provide Employees with unpaid leaves of absence for Union-related activities, where practicable. Employees on Union-related leave shall accrue seniority. The Union and the Employer shall discuss the number and duration of such leaves of absence in any period of time, and agree that the number and duration of such leaves shall be reasonable.

3. Employee seniority does not accrue but is not broken during authorized leaves of absence, except where required by law and as provided in section 24.2. Individuals on unpaid leave shall not accrue vacation. Unpaid time off may affect eligibility for vacation and health and welfare benefits.

4. The Employer agrees to comply with the provisions of applicable state and federal family leave laws.

5. All applicable statutes and valid regulations about reinstatement and employment of veterans shall be observed.

ARTICLE 25: UNION VISITATION

1. Where possible and barring the clients objection, the Employer shall permit the posting of Union bulletins at the Employer's premises and sites in designated areas, provided such bulletins do not disparage the Employer or the client.

2. Official representatives of the Union shall be allowed to visit locations served by the Employer, and to visit with the employees on the job for the purposes of determining that this Agreement is being carried out, provided that there shall be no interference of any type or manner with the conduct of the client's business, Employer's operation, or the employee's performance of work, and there is no objection by the Employer's client. Any Union official who wishes to visit or contact employees while on the job shall provide advance notification to

the Employer's management of his/her intention to do so prior to their anticipated arrival on the job site or the Employer's office with two (2) business days notification and specify the property he or she wants to visit. The Union shall not use public areas to circumvent the intent of this article in terms of providing otherwise required notice before meeting with employees on the clock.

3. Union Shop Stewards shall have reasonable freedom to perform their duties during non-working time provided that there shall be no interference of any type or manner with the conduct of the client's business, Employer's operation or the employee's performance of work, and there is no objection by the Employer's client. The Union shall notify the Employer in writing of names of all Stewards at the time of selection. Any change in Shop Stewards will also be communicated in writing to the Employer.

ARTICLE 26: SUBCONTRACTING

The Employer, during the life of this Agreement, shall have the right to subcontract work not being performed by bargaining unit employees under this agreement.

ARTICLE 27: IMMIGRATION

1. In the event an issue arises involving the employment eligibility or social security number of an employee, the Employer shall promptly notify the employee in writing. Upon request, the Employer shall provide the Union with a copy of any correspondence or notice which the Employer receives regarding the immigration or work-authorization status of a bargaining unit employee.

2. If a question regarding an employee's immigration or work authorization status arises and the employee takes leave to correct any immigration related problems or issues, the Employer, upon the employee's return, shall hire the employee into the next available job for which he or she is qualified.

3. Any lawful corrections in an employee's documentation, name, or social security number shall not be considered new employment or a break in service, and shall not be cause for adverse action.

ARTICLE 28: COMPLETE AGREEMENT AND WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, unless otherwise mentioned herein, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even

though such subjects or matters may have been within the knowledge or contemplation of with/or both of the parties at the time they negotiated or signed the Agreement, except as required by law.

ARTICLE 29: SUCCESSORS AND ASSIGNS

This Agreement shall be binding on and inure to the benefit of any successor to, or assignee of, the Employer or the Union; provided that neither party may assign this Agreement without the prior written consent of the other party.

ARTICLE 30: SAVINGS CLAUSE

If any provision or the enforcement or performance of any provision of this Agreement is or shall at any time be held contrary to law, then such provision shall not be applicable or enforced or performed except to the extent permitted by law. Both parties agree to construe any provisions held to be contrary to the law as closely to its bargained for purposes permissible by law and to agree on a revised provision that as closely as legally possible mirrors the purpose of such invalidated provision(s). If any provision of this Agreement shall be held illegal or of no legal effect, the remainder of this Agreement shall not be affected thereby.

ARTICLE 31: MOST FAVORED NATIONS

1. If during the term of this Agreement, the Union enters into or honors an agreement or understanding with another Employer or group of Employers employing security officers working in similar facilities covered by this Agreement that provides for more favorable hours, wages and/or terms and conditions of employment (as that phrase has been defined under the National Labor Relations Act, as amended) than those set forth in this Master Agreement, any Employer bound by this Master Agreement shall be entitled to said more favorable hours, wages and/or terms and conditions upon request. To effectuate this Article of the parties' Master Agreement, the Union agrees to disclose the existence of any written or oral agreement or understanding it has or may have with any other Employer or group of Employers (and to provide copies of any such agreement or detailed summary of any oral agreement within five business days after the Union enters into same.)

2. The provisions of the foregoing paragraph will not be deemed to prohibit the Union from offering more favorable terms and conditions to another Employer with respect to individual accounts as part of an appropriate transitional process of such account to unionization; provided however, that any Employer bound by this Master Agreement shall be entitled said more favorable terms and conditions in respect of such account; and provided further, that any Employer who becomes signatory to this agreement after the effective date will be required to immediately bid all new accounts within the scope of the Recognition article in compliance with all terms and conditions of this Agreement in their entirety, unless otherwise provided for herein.

3. If the Employer believes that the Union has entered into or is honoring an agreement or understanding that is more favorable as defined herein, the Employer shall notify the Union and the parties shall meet and confer to discuss such within the next 72 hours.

If the matter has not been resolved within 72 hours of notification to the Union, the Employer may submit the matter for arbitration pursuant to the arbitration process set forth in Article 7 of this Agreement.

The arbitrator shall decide the issue of whether or not the Union has entered into or is honoring an agreement or understanding with another Employer or group of Employers employing security officers working in similar facilities covered by this Agreement at a particular location that would allow the Employer to be granted similar conditions as defined above.

ARTICLE 32: MAINTENANCE OF CONDITIONS

Nothing in this Agreement shall be construed to allow for the reduction of any rate or benefit (with the exception of health) currently enjoyed by an individual employee.

ARTICLE 33: DURATION

1. This Agreement shall take effect April 12, 2014 and shall expire at 11:59 p.m., September 30, 2017.

2. Written notice regarding a party's intent to modify or terminate the Agreement must be provided to the other party at least sixty (60) days, but no more than ninety (90) days, prior to the expiration date of the Agreement. If neither party provides the other with such notice, this Agreement shall continue in full force and effect but may thereafter be terminated after the expiration date upon sixty (60) days' written notice from either party to the other.

Dated: April 12, 2014

S.E.I.U. LOCAL 32BJ

[Signature]

[Signature] Alpha Binks

[Signature] William Carter

[Signature]

[Signature] Alpha Kanate

[Signature] Christopher Omalu

[Signature] R. Dixon A. Curator

[Signature]

[Signature] Drake Moore

[Signature] [Illegible]

EMPLOYERS :

[Signature]

Allied Barton Security Services LLC

[Signature]

Securitas Security Services USA, Inc.

[Signature]

G4S Secure Solutions (USA) Inc.

[Signature]

Gateway Security Inc.

[Signature]

APPENDIX A: EMPLOYEE FREE CHOICE PROCEDURE

The Union and the Employer adopt the following procedure (the "Employee Free Choice Procedure") for determining employee representation issues.

1. The Employer and Union recognize that national labor law guarantees employees the right to choose whether or not to be represented by a labor organization to act as their exclusive bargaining representative for purposes of collective bargaining, as well as the right to refrain from engaging in any or all such activities.
2. The Employer agrees to remain neutral with respect to the unionization of their security officers by SEIU at any account within the scope of this agreement. Neither an Employer nor its supervisors or representatives will take a position or make a statement in favor of, or opposed to, unionization by SEIU. The form neutrality letter attached hereto as Attachment 1 shall be the only communication from the Employer, its supervisors and representatives to its employees regarding unionization with Union.
3. The Employer agrees (i) to circulate the attached neutrality letter on company letterhead to the covered employees and (ii) upon the Union's request to provide a list of the names, addresses, phone numbers, work locations and shifts of covered employees in the applicable market. The Employer shall update the list upon reasonable written request by SEIU. All information provided to SEIU shall be confidential and shall be used only for purposes of the Employee Free Choice Procedure.
4. The Employer agrees not to discipline, discharge or otherwise discriminate against any employee due to the fact that such employee has joined or engaged in lawful activity in support of the Union. The Union shall not engage in strikes or other economic action, including picketing, in conjunction with its organizing efforts under this procedure, and its representatives will not coerce or threaten employees of the Employer, or make defamatory remarks about the Employer or their respective customers, in an effort to obtain authorization cards.
5. The Union may solicit authorization cards from employees, at the Union's expense, through various methods, including meetings and visits to the employees; provided that no such solicitations shall take place during working time and Union representatives shall not approach employees at customer locations while they are on duty. The Union may meet with employees during non-work time in areas in to which the general public is invited, such as food courts, malls, parking lots, and open air plazas.
6. The Union must legally obtain authorization cards signed by greater than fifty percent of the bargaining unit employees. The parties agree to designate the American Arbitration Association (AAA) for the purpose of overseeing and verifying the result of the authorization card process. Once the Union has obtained authorization cards signed by greater than fifty percent of the security officers employed in a bargaining unit covered by this Agreement, the Union may notify the Employer in writing that it is requesting recognition for that bargaining unit. Within ten (10) calendar days after the Union's notification of its claim of majority status, the Union shall submit the signed authorization cards, and the Employer shall submit a list of its

bargaining unit employees as of the date of SEIU's request for recognition (final employee list) to the AAA to verify the Union's claim of majority status ("Verification Submission"). No less than 48 hours before the verification meeting with AAA, the Employer shall provide the Union with a copy of this final employee list. The Union may not submit Cards that have been signed after the date of the Union's request for recognition. The AAA shall count the authorization cards presented by the Union and shall determine whether the Union has presented authorization cards from greater than fifty percent of the employees in the bargaining unit. This process may include the review of other documents signed by employees so that the AAA may verify employee signatures on authorization cards. If the Union demonstrates and the AAA confirms that a majority of the workers in the unit have signed cards authorizing the Union to represent them, the Employer shall recognize the Union as the Bargaining Representative as of the date of the Union's request for recognition and the Employer shall include those employees in the unit of the Employer that already exists under this Agreement. The parties may agree to count authorization cards and verify majority support without the services of the AAA.

APPENDIX B

Union County

- Conoco Phillips, Linden
- Exxon-Mobil Corporation, Linden
- Merck and Co., Rahway, Kenilworth and Union

Other

- Trenton Public Schools, Trenton

APPENDIX C TO RFP
Wage and Benefit Scheduled Based on Security CBA

Date	Minimum Rate*	CBA Wage Increase**	CBA Health Benefits***	Vacation	Paid Sick Leave
6/1/2014	\$10.88	\$0.40	n/a	5 days after 1 year, 10 days after 5 years, 15 days after 8 years	Pursuant to the Earned Sick Leave Ordinance, all employees accrue one hour of paid sick leave for every 30 hours worked up to a 40 hour per year maximum. Accrued sick leave may be used after 90 days of employment for the purposes and under the conditions defined in the Ordinance.
1/1/2015	\$10.88	\$0.00	\$2.82 per hour or \$366.00 per month	5 days after 1 year, 10 days after 5 years, 15 days after 8 years	Pursuant to the Earned Sick Leave Ordinance, all employees accrue one hour of paid sick leave for every 30 hours worked up to a 40 hour per year maximum. Accrued sick leave may be used after 90 days of employment for the purposes and under the conditions defined in the Ordinance.
4/1/2015	\$10.88	\$0.40	\$2.82 per hour or \$366.00 per month	5 days after 1 year, 10 days after 5 years, 15 days after 8 years	Pursuant to the Earned Sick Leave Ordinance, all employees accrue one hour of paid sick leave for every 30 hours worked up to a 40 hour per year maximum. Accrued sick leave may be used after 90 days of employment for the purposes and under the conditions defined in the Ordinance.

Date	Minimum Rate*	CBA Wage Increase**	CBA Health Benefits***	Vacation	Paid Sick Leave
1/1/2016	\$10.88	\$0.00	\$3.03 per hour or \$394.00 per month	5 days after 1 year, 10 days after 5 years, 15 days after 8 years	Pursuant to the Earned Sick Leave Ordinance, all employees accrue one hour of paid sick leave for every 30 hours worked up to a 40 hour per year maximum. Accrued sick leave may be used after 90 days of employment for the purposes and under the conditions defined in the Ordinance.
4/1/2016	\$10.88	\$0.45	\$3.03 per hour or \$394.00 per month	5 days after 1 year, 10 days after 5 years, 15 days after 8 years	Pursuant to the Earned Sick Leave Ordinance, all employees accrue one hour of paid sick leave for every 30 hours worked up to a 40 hour per year maximum. Accrued sick leave may be used after 90 days of employment for the purposes and under the conditions defined in the Ordinance.
1/1/2017	\$10.88	\$0.00	\$3.28 per hour or \$426.00 per month	5 days after 1 year, 10 days after 5 years, 15 days after 8 years	Pursuant to the Earned Sick Leave Ordinance, all employees accrue one hour of paid sick leave for every 30 hours worked up to a 40 hour per year maximum. Accrued sick leave may be used after 90 days of employment for the purposes and under the conditions defined in the Ordinance.

Date	Minimum Rate*	CBA Wage Increase**	CBA Health Benefits***	Vacation	Paid Sick Leave
4/1/2017	\$11.00	\$0.45	\$3.28 per hour or \$426.00 per month	5 days after 1 year, 10 days after 5 years, 15 days after 8 years	Pursuant to the Earned Sick Leave Ordinance, all employees accrue one hour of paid sick leave for every 30 hours worked up to a 40 hour per year maximum. Accrued sick leave may be used after 90 days of employment for the purposes and under the conditions defined in the Ordinance.

* In no circumstances are workers paid less than this minimum- under the CBA, workers make the greater of the minimum rate or the amount of the wage increase on top of their base hourly rate

** Incumbents receive wage increase on top of base hourly rate

*** Health fund contributions are on all compensated hours.

APPENDIX D

Sample of Cost Breakdown for Unarmed and Armed Guards

Description	Details		Percent	Total Charges
Hourly Wage Rate		Charge for employee wages per city law		
Hourly Benefits Rate		Charge for employee health care benefits per city law		
Paid Leave Required Under Law				
Payroll Taxes				
Number of FTEs (1 FTE =2080 Hours per Year)		FTEs		
Workers Compensation Insurance, Unemployment Insurance, Temporary Disability Insurance required by law				
Contractor charge for startup costs		Details attached		
Contractor charge for supplies and ongoing operating costs		Details attached		
Contractor management fee (including supervision and office administration)				
TOTAL CONTRACT CHARGE YEAR ONE				