# CITY OF JERSEY CITY
# REQUEST FOR PROPOSALS:

## EMPLOYEE MEDICAL SERVICES:
### TO CONDUCT MEDICAL EXAMINATIONS OF CIVILIAN AND UNIFORMED EMPLOYEES AND APPLICANTS FOR EMPLOYMENT

**SUBMISSION DEADLINE:**
**11:00 A.M.**
**December 18, 2009**

**ADDRESS ALL PROPOSALS TO:**
**Larry Ross**
**Personnel Director**
**280 Grove Street**
**Room 103**
**Jersey City, NJ 07302**

## SECTION 1: GENERAL INFORMATION & SUMMARY

### 1.1 Organization Requesting Proposal

City of Jersey City - Department of Administration/Division of Personnel
280 Grove St.
Jersey City, NJ 07302

### 1.2 Contact Person

Larry Ross
Personnel Director
Department of Administration/Division of Personnel
280 Grove St.
Jersey City, NJ 07302
(201) 547-5700
LarryR@jcnj.org

### 1.3 Procurement Process

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

Note that the successful vendor is required to complete a Political Contribution Disclosure Form pursuant to City Ordinance 08-128 certifying that vendor will make no reportable contributions during the term of the contract.

The City Council will vote to approve a resolution awarding a contract to the contractor for a sum not to exceed a specified amount.

### 1.4 Contract Form

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

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the City 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 process.

### 1.6 Submission deadline

Proposals must be submitted to, and be received by the Department of Administration/Division of Personnel, via mail or hand delivery, by 11:00 a.m. prevailing time on December 18, 2009 . Proposals will not be accepted by facsimile transmission or e-mail.

### 1.7 Opening of proposals

Proposals shall be opened in public at 11:00 a.m. prevailing time on December 18, 2009 in the Division of Personnel Conference Room, located at 280 Grove Street, Room 103, Jersey City, NJ.

### 1.8 Definitions

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

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

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

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

“Consultant” or “Consultants” - refers to the interested persons and/or firm(s) that submit a Proposal.

“Vendor” or “Vendors” - refers to the interested persons and/or firm(s) that submit a Proposal.

### 1.9 Submission address

All proposals should be sent to:

**Larry Ross**
**Personnel Director**
**280 Grove Street**
**Room 103**
**Jersey City, NJ 07302**

## SECTION 2: INTRODUCTION AND GENERAL INFORMATION

### 2.1 Introduction and Purpose

The City of Jersey City is seeking proposals from a qualified doctor or medical staff of doctors for services as described herein.

### 2.2 Fair and Open Process

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

The City has structured a procurement process that seeks to obtain the desired services, 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 evaluated in accordance with the criteria set forth in Section 6 of this RFP, which will be applied in the same manner to each proposal received.

### 2.3 Evaluation Committee

Proposals will be reviewed and evaluated by the City's Business Administrator and Assistant Business Administrator. The proposals will be reviewed to determine if the Respondent has met the professional, administrative, and subject areas described in this RFP.

### 2.4 Procurement Schedule

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

| Activity | Date |
|---|---|
| 1. Issuance of Request for Proposals | Dec 08, 2009 |
| 2. Receipt of Proposals | Dec 18, 2009 |
| 3. Completion of evaluation of Proposals | Dec 31, 2009 |
| 4. Award of contract | Jan 13, 2010 |

### 2.5 Addenda or Amendments to RFP

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

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

Subsequent to issuance of this RFP, the City (through the issuance of addenda to all persons and/or firms that have received a copy of the RFP) may modify, supplement or amend the provisions of this RFP in order to respond to inquiries received from prospective Respondents or as otherwise deemed necessary or appropriate by (and in the sole judgment of) the City.

### 2.6 Rights of the City

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

- To conduct investigations of any or all of the Respondents, as the City deems necessary or convenient, to clarify the information provided as part of the Proposal and to request additional information to support the information included in any Proposal.

- To suspend or terminate the procurement process described in this RFP at any time (in its sole discretion.) If terminated, the City may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

### 2.7 Cost of Proposal Preparation

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

### 2.8 Proposal evaluation

Proposals will be evaluated by the City's Business Administrator and Personnel Director, based on the specific criteria detailed in Section 6.

### 2.9 Written Proposal

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

### 2.10 Oral presentation

There will be no oral presentation for this project.

### 2.11 Additional requirements

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

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

Section 7 of this document describes general terms and conditions. Section 8 of this document contains required administrative forms which must accompany all proposals. Exclusion of any required form is grounds for rejection of proposals.

### 2.12 Disposition of RFP

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

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

### 2.13 City of Jersey City "Pay to Play" Ordinance

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

## SECTION 3: WRITTEN PROPOSAL FORMAT

Proposals must address all information requested in this RFP. Proposals which in the judgment of the City fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected. The Respondent shall, as part of its Proposal, provide the following information:

### 3.1 Qualifications

a. An executive summary (not to exceed two (2) pages) of the information contained in all the other parts of the Proposal.

b. An executed Letter of Qualification. (Sample letter in Section 8)

c. Name, address and telephone number of the Respondent submitting a Proposal pursuant to this RFP, and the name of the key contact person.

d. A description of the business organization (i.e., corporation, partnership, joint venture, etc.) of each Respondent, its ownership and its organizational structure.

(1) Provide the names and business addresses of all Principals of the Respondent submitting the Proposal. For purposes of this RFP, "Principals" means persons possessing an ownership interest in the Respondent. If the Respondent is a corporation, "Principals" shall include each investor who has any operational control over the Respondent, and every stockholder having an ownership interest of 10% or more in the firm. (Sample form in Section 8)

(2) If a Respondent is a partially owned or a fully-owned subsidiary of another firm, identify the parent company and describe the nature and extent of the parents' approval rights over the activities of the Respondent submitting a Proposal. Describe the approval process.

(3) If the Respondent is a partnership or a joint venture or similar organization, provide comparable information as required in (2) above for each member of the partnership, joint venture or similar organization.

(4) A statement that the Respondent has complied with all applicable affirmative action (or similar) requirements with respect to its business activities, together with evidence of such compliance. (Sample forms in Section 8)

e. The number of years Respondent has been in practice under the present name.

f. The number of years Respondent has been under the current management.

g. Any judgments within the last three (3) years in which Respondent has been adjudicated liable for professional malpractice. If yes, please explain.

h. Whether the Respondent is now or has been involved in any bankruptcy or re-organization proceedings in the last ten (10) years. If yes, please explain.

i. Confirm appropriate federal and state licenses to perform activities.

j. An executed letter of intent. (Sample letter in Section 8)

**3.2 Professional Information**

a. Respondent shall submit a description of its overall experience in providing the type of services sought in the RFP. At a minimum, the following information on past experience should be included as appropriate to the RFP:

1. Description and scope of work by Respondent.
2. Name, address and contact information of references.
3. Explanation of perceived relevance of the experience to the RFP.

b. Brief description of Respondent's relevant clients including municipal government clients during the last three (3) years.

c. Resumes of key employees.

d. Names and resumes of physicians who will be assigned to provide services to the City if the City awards a contract to Respondent.

e. List all immediate relatives of Principal(s) of Respondent who are City employees or elected officials of the City. For purposes of the above, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild and in-laws.

f. A listing of all other engagements where services of the types being proposed were provided in the past five (5) years. This should include other municipal governments and other levels of government. Contact information for the recipients of the similar services must be provided. The City may obtain references from any of the parties listed.

## SECTION 4: SCOPE OF SERVICES

The Department of Administration/Personnel Division of the City of Jersey City is seeking a doctor or assigned medical staff of doctors to perform medical services outlined in the attachment.

### 4.1 General

The City of Jersey City is seeking a doctor or assigned medical staff of doctors to perform the following:

- Pre-employment Physicals- civilians and members of uniformed services
- Annual Physicals- members of uniformed services
- Hazardous Waste Material (Haz-Mat) Physicals-members of uniformed services
- OSHA Respirator Medical Evaluations- members of uniformed fire services
- Bicycle Physical- members of uniformed police services
- Return to Work after Sickness Physicals- civilian and members uniformed services
- Test Relative to Disability Pension Applications-civilian and members uniformed services
- Certification of Illness in cases of illness in suspected abuse of sick/injury leave cases

A brief description of the scope of services to be performed in the aforementioned categories follows.

### 4.2 Pre-employment Physicals

A. Pre-employment Civilian Employees (30 - 60 per year):

1. Review of medical history
2. Clinical examination
3. Blood Count
4. Routine urinalysis for sugar & kidney function
5. E.K.G. (Only for applicants over 45yrs. of age)
6. Chest X-Ray- only if warranted by physician and approved by Personnel Division
7. Rubella-only for Public Health Nurse Applicants
8. Mantoux-PPD only for Public Health Nurse applicants
9. Drug Screening

B. Pre-employment Uniformed Employees- Police & Fire (30 - 70 per year):

1. Review medical history
2. Clinical examination
3. Blood Count
4. Routine Urinalysis for sugar & kidney function
5. E.K.G.
6. Chest X-Ray
7. SMA 6 (Liver & general if necessary)
8. Blood Serum Triglycerides
9. Cardiac Stress Test
10. Test for Venereal Disease
11. Two step PPD (Tuberculin Test)
12. Pulmonary Function Test
13. Drug Screening Test- (Alcohol & Substance Abuse)

**4.3 Annual Physical-Uniformed Police & Fire**
Anticipate between 5-10 per year:

1. Review medical history
2. Clinical examination
3. Blood Count
4. Routine Urinalysis for sugar & kidney function
5. E.K.G.
6. Chest X-Ray
7. SMA 6 (Liver & general if necessary)
8. Test for Venereal Disease
9. Two step PPD (Tuberculin Test)
10. Pulmonary Function Test

**4.4 Hazardous Waste Material (Haz-Mat) Baseline Physical - Uniformed Police & Fire**
Anticipate between 160-170 per year:

1. Physical Examination including history
2. Laboratory Studies (CBC & urinalysis)
3. Electrocardiogram
4. Pulmonary Function Test (with Pulmonologist interpretation)
5. Audiometric Test (Industrial hearing test)
6. Chest X-Ray (written interpretation)

**4.5 OSHA Respirator Medical Evaluation-Uniformed Fire**
Anticipate between 30-40 per year:

1. Employee reading and interpretation of the Respirator Medical Evaluation Questionnaire
2. Employee physical examination
3. Employee pulmonary function test *
4. Employee X-Ray *
5. Employee E.K.G *

* Shall denote that such test will be provided if necessary and authorized by the Personnel Director

**4.6 Bicycle Physical for Uniformed Police Officers**
Anticipate between 10-15 per year:

1.Employee basic physical examination
2. Pulmonary function test

**4.7___Return to Work After Sickness Physical -Civilian & Uniform**
Anticipate between 700-800 per year (mostly uniformed Police & Fire). Examine employee with respect to illness to ascertain employee's fitness to return to work

**4.8 Tests- Disability Pension Applications**
Anticipate between 1-10 per year. Perform test designated by the Division of Personnel and evaluate results of tests.

**4.9 Certification of Illness (abuse sick/injury leave)**
Anticipate between 100-150 per year. Examine employee and render an objective opinion **in writing** to the Personnel Division as to legitimacy of an employee's illness.

**4.10 Other Requirements**

**A.** Availability for the assigned work are required as follows:

1. Pre-employment Physicals/Annual Physicals Civilian & Uniformed (Monday-Friday)- 8:30 AM -5:00PM and on Saturday from 8:30-12:00PM).
If Saturday examinations are required, the City will notify the vendor at least one week in advance.

2. Tests for Disability Pension Applications-(Monday-Friday) 8:30AM-5:00PM).

3. Return to Work after Sickness Physical- **Monday-Sunday (24 hrs).**

4. Certification of Illness- (**Monday-Sunday) - (24hrs).**

**B.** Assigned work to be performed within the following time frame:

1. Pre-employment Physical/Annual Physical-within two (2) working days of notice by phone or facsimile. In instances where the City seeks to schedule more than forty (40) physicals a week, five (5) working day's notice will be given.

2. Return to Work-on date of notice by phone or facsimile with a maximum of two (2) hour lead time given by the Division of Personnel.

3. Tests for Disability Pension Applications- within five (5) working days of call.

4. Certification of Illness- on date of notice by phone with a maximum of two (2) hour lead time given by the Personnel Division.

**C.** Results of all assigned work will be given to the Division of Personnel and/or person designated by the Director of Personnel via phone or facsimile on the following work day and in writing (copy of physicals, opinion, etc.) within four (4) working days.

**D.** Vendor agrees that examining physicians shall, if requested, make themselves available and shall testify in legal proceedings as to results of their examinations. The City shall pay the vendor a fee to be negotiated with vendor for this service.

**E.** Billing will be done on a monthly basis itemized (pre-employment, return to work, annual etc.) and properly substantiated. Billing will be addressed to the City of Jersey City, Division of Personnel, 280 Grove Street, Jersey City, N.J. 07302.

**F.** Vendor will provide the City with the names and resumes of any physician who will be examining employees under this contract. The Division of Personnel may request that a physician no longer be assigned to examinations.

**G.** Free parking will be provided to City employees to be utilized while being examined, either in a facility owed by the vendor or via a reimbursement/validation process. The parking lot will be in close proximity to the medical facility.

**H.** Vendor will maintain offices in Jersey City.

## SECTION 5: PROPOSAL SUBMISSION REQUIREMENTS

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

### 5.1 Number of copies

One original copy with authorized signatures.

### 5.2 Proposal media

Proposals forwarded by facsimile or e-mail will not be accepted.

### 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 of Jersey 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 3.

The City of Jersey 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 of Jersey 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.

### 5.5 Submission deadline

Proposals must be received by the City no later than 11:00 a.m. prevailing time on December 14, 2008**,** and must be mailed or hand-delivered.

## SECTION 6: PROPOSAL EVALUATION

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

### 6.1 Evaluation methodology

Proposals will be evaluated by the Business Administrator and Personnel Director to select a Respondent that will provide high quality and cost effective services to the citizens of Jersey City. The City will consider Proposals only from Respondents that, in the City's sole judgment, have demonstrated the capability and willingness to provide high quality services to the citizens of the City in the manner described in this RFP.

Proposals will be evaluated by the City on the basis of which is the most advantageous, price and other factors considered. The evaluation will consider:

a. Experience and reputation in the field; and
b. Price proposal; and
c. Availability to accommodate the required scheduling of the City; and
d. Other factors demonstrated to be in the best interest of the City.

Each Proposal must satisfy the objectives and requirements detailed in this RFP.

The City will select the most advantageous Proposals based on all of the evaluation factors set forth in this RFP. The City will make the award(s) that is in the best interest of the City.

Each Proposal must satisfy the objectives and requirements detailed in this RFP. Successful Respondents shall be determined by an evaluation of the total content of the Proposal submitted. The City reserves the right to:

a. Not select any of the Proposals;
b. Award a contract for the requested services at any time within the qualification period.

Every Proposal should be valid through this time period.

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

### 6.2 Contract award

A contract will be awarded as a professional services agreement, as defined by the Local Public Contracts Law, N.J.S.A 40A:11-5 (1) (a) (ii), pursuant to the "fair and open" provisions of the "New Jersey Local Unit Pay-to-Play" Law, N.J.S.A. 19:44A-20.4 *et seq*.

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

## SECTION 7: GENERAL TERMS AND CONDITIONS

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

### 7.1 City's right to reject

The City reserves the right to reject any or all proposals, if necessary, or to waive any informalities in the proposals, and, unless otherwise specified by the Respondent, to accept any item, items or services in the Proposal should it be deemed in the best interest of the City.

### 7.2 Original/Authorized signatures

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

### 7.3 Delivery of proposals

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

### 7.4 Affirmative Action requirements

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

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

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

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

Tel. #201-547- 4533
Fax# 201-547-5088
E-mail Address: abuanJ@jcnj.org

### 7.5 Business Registration Certificate

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

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

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

### 7.6 Clarification of RFP

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

### 7.7 Indemnification

The Vendor, if awarded the contract, agrees to protect, defend and save harmless the City against damage for payment for the use of any patented material process, article or devise that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and further agrees to indemnity and save harmless the City from suits or actions of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by any party or parties by, or from, any of the acts of the contractor, its servants or agents.

### 7.8 Insurance requirements

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

- Comprehensive General Liability in the amount of $2,000,000
- Workers Compensation in the statutory amount of $100,000
- Automobile Liability in the amount of $1,000,000
- Professional Liability in the amount of $1,000,000

### 7.9 Termination

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

**SECTION 8: REQUIRED ADMINISTRATIVE FORMS**

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

**CITY OF JERSEY CITY**

**PROJECT:** **Medical Services for Municipal Employees**

**RESPONDENT:** _____

**RESPONDENT'S CHECKLIST**

| Item | Respondent Initials | Purchasing Review |
|---|---|---|
| A. Non-Collusion Affidavit properly notarized | | |
| B. Public Disclosure Statement | | |
| C. Mandatory Affirmative Action Language | | |
| D. Americans with Disabilities Act | | |
| E. MWBE Questionnaire | | |
| F. Affirmative Action Compliance Notice | | |
| G. Employee Information Report | | |
| H. Business Registration Certificate | | |
| I. Letter of Qualification | | |
| J. Letter of Intent | | |
| K. Price Proposal | | |
| L. Certification of Compliance (Ord 08-128) | | |
| M. Original signature(s) on all required forms. | | |

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

I certify that I am _____

of the firm of _____

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

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

(Signature of respondent) _____

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY _____OF 20_____

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20 .

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

**PUBLIC DISCLOSURE INFORMATION**

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

STOCKHOLDERS:

| Name | Address | % owned |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

SIGNATURE : _____

TITLE: _____

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY _____OF 20_____

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20 .

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

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

**Goods, Professional Services and General Service Contracts**
**(Mandatory Affirmative Action Language)**
During the performance of this contract, the contractor agrees as follows:

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. l7:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

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

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

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

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

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

**Representative's Name/Title (Print):_____**

**Representative's Signature:_____**

**Name of Company:_____**

**Tel. No.:_____Date:_____**

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

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

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

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

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

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

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

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

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

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

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

**Representative's Name/Title Print):_____**

**Representative's Signature:_____**

**Name of Company:_____**

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

**MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)**
**Questionnaire for Bidders**
Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.
To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your proposal.

Business Name: _____

Address: _____

Telephone No.: _____

Contact Name: _____

Please check applicable category :

_____ Minority Owned _____ Minority & Woman Owned

_____ Woman Owned _____ Neither

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

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

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

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

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

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

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**
**GOODS AND SERVICES CONTRACTS**
**(INCLUDING PROFESSIONAL SERVICES)**

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

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

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

OR

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

OR

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

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.
The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

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

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

COMPANY:_____

SIGNATURE: _____ DATE:_____

PRINT
NAME:_____ TITLE: _____.

**AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)**
Vendor must submit one of the following 3 documents:

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

U.S. Department of Labor

Employment Standards Administration
Office of Federal Contract
Compliance Program

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

February 27, 19__

Reply to the attention of:

President

Dear

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

We found no apparent deficiencies or violations of Executive Order 11246, as amended. Section 503 of the Rehabilitation Act of 1973 or of 38 USC 2012 (the Vietnam Era Vetereans' 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

Certification _____ VOID

## CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor _____ has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of _____.

VOID

THE GREAT SEAL OF THE STATE OF NEW JERSEY

State Treasurer

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DO NOT attach an EEO-1 Report.

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

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

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

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

**Asian or Pacific Islander:** Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the 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 copy for the vendor's own files. The vendor is to submit a copy to the public agency awarding the contract and forward a copy to:

**NJ Department of the Treasury**

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

Form: http://nj.gov/treasury/contract_compliance/pdf/aa302.pdf
Instructions: http://nj.gov/treasury/contract_compliance/pdf/aa302ins.pdf

Note that the sample form shown on the following page is for illustrative purposes only and should not be submitted. Use the state website links above to obtain the actual form. If you need further information on AA/EEO forms and/or requirements, please contact:

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

Tel. #201-547- 4533
Fax# 201-547-5088
E-mail Address: abuanJ@jcnj.org

Form AA302
Rev. 1/00

# STATE OF NEW JERSEY

Division of Contract Compliance & Equal Employment Opportunity

## EMPLOYEE INFORMATION REPORT

For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

### SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY

2. TYPE OF BUSINESS
☐ 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 INDICATE) CITY STATE ZIP CODE

7. CHECK ONE: IS 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 AWARDING CONTRACT CITY COUNTY STATE ZIP CODE

| Official Use Only | DATE RECEIVED | INAUG.DATE | ASSIGNED CERTIFICATION NUMBER |
|---|---|---|---|
| | | | |

### SECTION B - EMPLOYMENT DATA

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

| JOB CATEGORIES | ALL EMPLOYEES | | | PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | ********** MALE | | | | | ********** FEMALE | | | | |
| | COL. 1 TOTAL (Cols.2 &3) | COL. 2 MALE | COL. 3 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

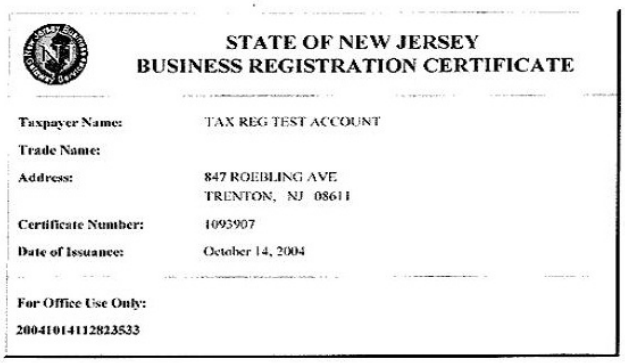
16. NAME OF PERSON COMPLETING FORM (Print or Type) SIGNATURE TITLE DATE MO DAY YEAR

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

**BUSINESS REGISTRATION LANGUAGE AND SAMPLE BRC**
Refer to http://www.state.nj.us/treasury/revenue/busregcert.htm
**P.L. 2004, c. 57 (N.J.S.A. 52:32-44)**
**MANDATORY BUSINESS REGISTRATION LANGUAGE**
**Non Construction Contracts**
P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-2).
**"New Jersey Business Registration Requirements"**
The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.
Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.
**For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.**

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

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS
DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ
TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT
TAXPAYER IDENTIFICATION#:
970-097-362/500
ADDRESS:
847 ROEBLING AVE
TRENTON NJ 08611
EFFECTIVE DATE:
01/01/01
FORM-BRC(08-01)
TRADE NAME:
CLIENT REGISTRATION
SEQUENCE NUMBER:
0107330
ISSUANCE DATE:
07/14/04
Acting Director
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.
SAMPLE


STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

| | |
|---|---|
| Taxpayer Name: | TAX REG TEST ACCOUNT |
| Trade Name: | |
| Address: | 847 ROEBLING AVE<br>TRENTON, NJ 08611 |
| Certificate Number: | 1093907 |
| Date of Issuance: | October 14, 2004 |

For Office Use Only:
20041014112823533

**LETTER OF QUALIFICATION**

**Note:To be typed on Respondent's Letterhead.**
**No Modifications may be made to this letter.**
**[insert date]**

Attn: Larry Ross
Personnel Director
Jersey City Department of Administration
City Hall
280 Grove Street
Jersey City, New Jersey 07302

Dear Mr. Ross:

The undersigned have reviewed the Proposal submitted in response to the Request for Proposals (RFP) issued by the City of Jersey City (City), dated October 27, 2008, in connection with the City's need for [**insert services**].

We affirm that the contents of our Proposal (which Proposal is incorporated herein by reference) are accurate, factual and complete to the best of our knowledge and belief and that the Proposal is submitted in good faith upon express understanding that any false statement may result in the disqualification of **(Name of Respondent)**.

(Respondent shall sign and complete the spaces provided below. If a joint venture, appropriate officers of each company shall sign.)

| | |
|---|---|
| (Signature of Chief Executive Officer | (Signature of Chief Financial Officer |
| (Typed Name and Title | (Typed Name and Title |
| (Typed Name of Firm)* | (Typed Name of Firm) * |
| Dated: _____ | Dated: _____ |

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

**LETTER OF INTENT**

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

**[insert date]**

Attn: Larry Ross
Personnel Director
Jersey City Department of Administration
City Hall
280 Grove Street
Jersey City, New Jersey 07302

Dear Mr. Ross:

The undersigned as Respondent, has (have) submitted the attached Proposal in response to a Request for Proposals (RFP), issued by the City of Jersey City (City), dated November 25, 2009, in connection with the City's need for [**insert services**].

**Name of Respondent** HEREBY STATES

1. The Proposal contains accurate, factual and complete information.

2. **Name of Respondent)** agrees (agree) to participate in good faith in the procurement process as described in the RFQ and to adhere to the City's procurement schedule.

3. **Name of Respondent)** acknowledges (acknowledge) that all costs incurred by it (them) in connection with the preparation and submission of the Proposal and any proposal prepared and submitted in response to the RFP, or any negotiation which results therefrom shall be borne exclusively by the Respondent.

4. **Name of Respondent)** hereby declares (declare) that the only persons participating in this Proposal as Principals are named herein and that no person other than those herein mentioned has any participation in this Proposal or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the City. **(Name of Respondent)** declares that this Proposal is made without connection with any other person, firm or parties who has submitted a Proposal, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.

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

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

(Respondent shall sign and complete the space provided below. If a joint venture, appropriate officers of each company shall sign.)

(Signature of Chief Executive Officer)

(Typed name and Title

Dated: _____ (Typed name of Firm)

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

## PRICE PROPOSAL

Please submit a unit price schedule for each of the following:

| **Procedure** | **Unit price** |
|---|---|
| Pre-employment Physical-Civilian<br>No EKG, Chest X-Ray or Rubella | _____ |
| Pre-employment Physical-Uniformed Police & Fire | _____ |
| Annual Physical-Uniformed Police & Fire<br>(Not to include Cardiac Stress Test &<br>Blood Serum Triglycerides Uric Acid) | _____ |
| Haz-Mat-Uniformed Police Fire | _____ |
| OSHA Respirator Medical Evaluation Questionnaire<br>Reading & Interpretation- Uniform Fire (includes no. 1) | _____ |
| OSHA Respirator Medical Examination Uniformed Fire<br>(includes no. 2 only) | _____ |
| OSHA Pulmonary Function Test (includes no. 3 only) | _____ |
| Bicycle Physical Uniformed Police | _____ |
| EKG | _____ |
| Chest X-Ray | _____ |
| Rubella | _____ |
| Mantoux | _____ |
| Return to Work (examination of sick/injured employees) | _____ |
| Certification of Illness (suspected abuse of sick/injury leave) | _____ |
| Hepatitis | _____ |
| Urine & Drug Screening | _____ |
| Flu Shots | _____ |
| Audiology Test | _____ |
| Random Drug Testing | _____ |

**PRICE PROPOSAL - CONTINUED**

In space provided below, list any additional days or hours in excess of the minimum requirements listed that your facility is available (or write “None”):

Prepared by:

| _____ | _____ |
|---|---|
| Print name | Title |
| _____ | _____ |
| Signature | Date |

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____(name of business entity) has not made any reportable contributions in the **one-year period preceding _____(date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract _____ (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: _____

Signed _____ Title: _____

Print Name _____ Date: _____

Subscribed and sworn before me _____
this ____ day of_____, 2____._____ (Affiant)
My Commission expires: _____
(Print name & title of affiant) (Corporate Seal)

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.