



**CITY OF JERSEY CITY  
REQUEST FOR PROPOSALS**

**CITY WEBSITE**

**SUBMISSION DEADLINE**

**11:00 AM**

**FEBRUARY 3, 2022**

**ADDRESS ALL PROPOSALS TO  
Raquel Tosado  
Purchasing Agent, QPA 280 Grove  
Street, Ground Fl. 108G Jersey  
City, NJ 07302**

## **Table of Contents**

<b>Section</b>	<b>Page</b>
Section 1: General Information & Summary	1
Section 2: Introduction and General Information	3
Section 3: Written Proposal Format	6
Section 4: Project Objectives	8
Section 5: Scope of Services	8
Section 6: Proposal Submission Requirements	11
Section 7: Proposal Evaluation	13
Section 8: General Terms and Conditions	15
Section 9: Required Administrative Forms	18

## **SECTION 1: GENERAL INFORMATION & SUMMARY**

### **1.1 Organization Requesting Proposal**

City of Jersey City - Department of Administration/All City Offices  
City Hall  
280 Grove Street  
Jersey City, NJ 07302

### **1.2 Contact Person**

Raquel Tosado  
Purchasing Agent, QPA  
Division of Purchasing  
City Hall  
280 Grove Street, Ground Floor 108G  
Jersey City, NJ 07302  
(201) 547-5156  
[RTosado@icnj.org](mailto:RTosado@icnj.org)

### **1.3 Procurement Process**

This contract will be awarded using the competitive contracting provision 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.

Proposals will be evaluated in accordance with the criteria set forth in this Request for Proposals (RFP). The governing body will approve a resolution awarding a contract to the successful Vendor.

### **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 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 selected Vendor shall be considered a release in full of all claims against the City of Jersey City (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.

### **1.6 Submission deadline**

Proposals must be submitted to, and be received by the Division of Purchasing, via mail or hand delivery, by 11:00 a.m. prevailing time on February 3, 2022. Proposals will not be accepted by facsimile transmission or e-mail.

**1.7 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.

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

"Contractor" refers to the person or firm that is awarded the contract.

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

**1.8 Submission address**

All proposals should be sent to:

Raquel Tosado  
Purchasing Agent, QPA  
Division of Purchasing  
City Hall  
280 Grove Street, Ground Floor 108G  
Jersey City, NJ 07302  
(201) 547-5156  
[RTosado@jcnj.org](mailto:RTosado@jcnj.org)

**SECTION 2: INTRODUCTION AND GENERAL INFORMATION**

**2.1 Introduction and Purpose**

The City is seeking proposals from qualified Vendors for services as described herein.

**2.2 Competitive Contracting**

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 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 7 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 Business Administrator. The proposals will be reviewed to determine if the Vendor has met the professional, administrative and subject area requirements 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".

**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 Vendors.

Issuance of Request for Proposals:	January 14, 2022
Receipt of Proposals:	February 3, 2022
Completion of evaluation of Proposals:	February 10, 2022
Award of contract:	February 24, 2022

**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. Vendors who fail to submit the Acknowledgment of Receipt of Addenda will have their Proposal rejected.

All communications concerning this RFP or the Proposal process shall be conducted through the City's Purchasing portal – BidSync.com. Responses to all questions will be forwarded as addenda to

all prospective Vendors who have provided accurate and current contact information (mailing address, fax number, e-mail address), also via the BidSync portal.

No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any Vendor. Such request shall be through the City's Purchasing portal – BidSync.com. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the Proposal for goods and services.

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 Proposal specification in order to respond to inquiries received from prospective Vendors 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 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.

## **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 Vendor. 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 on the basis of the written response to the RFP.

Each evaluator will rank the written proposals. The proposal ranked highest among the greatest number of evaluators will be selected for the project.

## **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**

At the discretion of the City, selected vendors may be asked to give an oral presentation to the evaluation committee.

**2.11 Equal Employment Opportunity/Affirmative Action**

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., and N.J.S.A. 10:5-31, 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 or partnership, it shall list the names of those stockholders holding 10% or more of the outstanding stock or of all individual partners in the partnership who own a 10% or greater interest in the partnership.

Section 8 of this document describes general terms and conditions. Section 9 of this document contains required administrative forms that 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 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.

With respect to the Open Public Records Act (OPRA) and Proprietary Information- although the RFP indicates that all proposals will become public information, it is understood that OPRA contains exceptions for "Trade secrets and proprietary commercial or financial information obtained from any source" and "Information which, if disclosed, would give an advantage to competitors or bidders". Therefore, prospective Vendors shall submit two (2) clearly marked versions of their proposals. One version is to be a complete version to be used by the City for evaluation. The second version should contain redactions of legitimate "trade secrets and proprietary commercial or financial information" and/or "information which...would give an advantage to competitors or bidders". This second version will be provided to persons submitting Open Public Records Act (OPRA) requests for information relating to this solicitation. Failure to provide two clearly marked proposals will mean that the Vendor agrees that the single version provided does not contain trade secrets or proprietary information and may be released pursuant to OPRA requests.

### **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.

#### **3.1 Mandatory content**

Each proposal submitted must contain the ten (10) sections described below:

- Title Page
- Table of Contents
- Executive Summary
- Scope
- Objectives
- Project Work plan (including project organization, critical success factors and risks)
- Assumptions/City of Jersey City Responsibilities
- Staffing
- Timing & Fees
- Appendices/Other

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

#### **3.2 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 and email address.

#### **3.3 Table of Contents**

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

#### **3.4 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.

#### **3.5 Scope**

In this section of the proposal, the Respondent should describe how the Proposal meets, does not meet, or exceeds the required scope of services described in Section 5.

#### **3.6 Objectives**

In this section of the Proposal, the Respondent should state what it believes to be primary



objectives for each element of the plan. Respondents may choose to offer suggestions to the City on how objectives for this type and size of a phased project should be measured throughout the life of the implementation, to ensure success in delivery of every business priority.

### **3.7 Project Work Plan**

In addition to providing a high-level project work plan, this section should describe each of the proposed phases, activities and tasks that the City should execute to achieve success. In addition to the tasks, it is assumed that the Vendor will identify the resources needed to complete the associated task, and that the resource identified will have been included in the project organizational structure. All assumptions that were made to complete the project plan should be documented in this section.

The work plan should present a picture of key activities, milestones, key dates, etc. necessary to deliver this project. The City realizes that each Vendor brings its own methodology and work plan.

### **3.8 Assumptions/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 this project.

### **3.9 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.

### **3.10 Timing and Fees**

In this section, please describe the timing and associated fees the proposed for the implementation. Vendors should be sure to include all expenses associated with delivery, in addition to professional fees. The Vendor must begin the project within two weeks of Council approval.

### **3.11 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" in order to adhere to the 30 page maximum guideline for proposal length. Note that these materials may or may not be reviewed by all evaluators and will not be part of the official evaluation.

Finally, any out-of-scope services not covered in other sections should be included here. A description of the personnel likely to be involved, and the resources brought to bear (including costs and/or hourly rates) must be provided.

#### **SECTION 4: PROJECT OBJECTIVES**

The City of Jersey City is seeking a qualified Vendor to develop a new version of the Jersey City municipal website, located at [www.jerseycitynj.gov](http://www.jerseycitynj.gov). The City is seeking to migrate its current website from its current content management platform to the WordPress platform. The purpose of this shift is to achieve the following objectives:

- Flexibility: migrating to the WordPress ecosystem is meant to allow the City greater flexibility in making future updates or changes to the website or website-related services
- Security and reliability: the new site will improve the security of the website, provide backups in case of site failure, and improve overall uptime of the website.
- Usability: the migration is intended to improve performance of the website, such as load times, and the user experience, particularly on mobile devices
- Accessibility: the WordPress platform will offer greater flexibility in providing translation of pages to languages other than English and improve accessibility for visitors with disabilities.

#### **SECTION 5: SCOPE OF SERVICES**

##### **5.1 Overview**

The Vendor will be responsible for migrating the current City website to the WordPress platform, and maintaining that website once migrated. Maintenance includes fielding support requests, answering questions, addressing bugs or other failures of proper website functioning, and responding promptly to any outage or downtime.

The new site must have the same or substantially similar functionality as the current website. The successful Respondent must review the existing website and ensure their proposal, including all proposed plugins and software, are adequate to replicate the functionality of the current website. Respondent should be prepared to implement new design features, such as animated text, background color morphing when scrolling, etc.

All website content, including licenses to any third-party software, including WordPress plugins, shall belong to the City.

##### **5.2 Design**

The City will be responsible for creative direction and design of the 'look and feel' of the City website. City staff will provide wireframes and media assets for the website. The home page will have a unique design, while each of the approximately 200 subpages will be created using templates with specified layouts, colors, and fonts from which departments, divisions, and offices may choose.

### **5.3 Features**

The Vendor will provide a website with the features described in this section. The Vendor will be responsible for procuring any plugins or additional software required to implement the features described.

#### **5.3.1 Editing**

The website should feature a 'what you see is what you get' editing mode to allow users to make changes to website content. The website should support multiple levels of editing privileges and limiting editing privileges to certain pages for certain users. The website should support retaining a revision history for each page and reverting to previous revisions.

Photos and graphics should have capability to be edited within the site while uploading.

#### **5.3.2 Alert function**

The website should allow for City staff to publish alerts which appear prominently on the main page of the website. Alerts should be designed to include a start and end date.

#### **5.3.3 Page elements**

The website should support all page widgets/modules, currently in use on the site, including but not limited to:

- Text and graphic modules
- Sliders, dropdowns, tabbed elements, and carousels
- Video – both YouTube and Vimeo
- Calendars, maps, and forms
- Embedded social media feeds
- Embedded Cognito forms

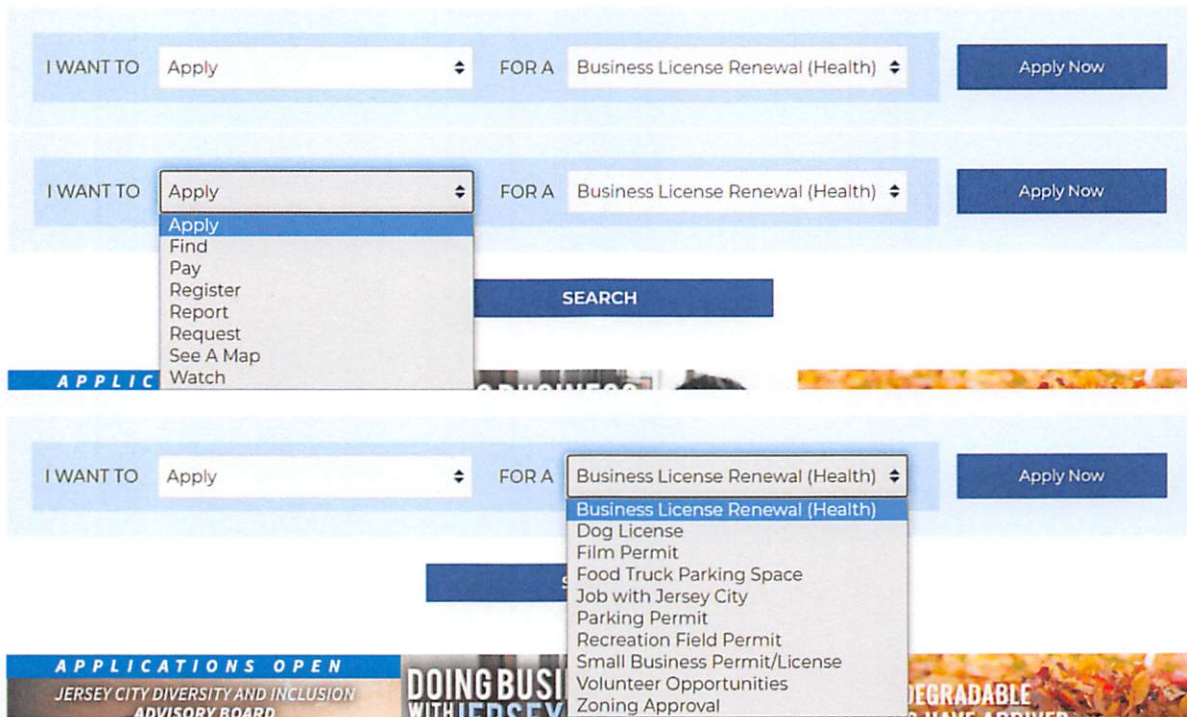
#### **5.3.4 Translation and accessibility**

The website must have a translation feature. This feature may be a third-party machine translation service such as Google Translate. The Vendor is encouraged to propose solutions for translating elements such as images or pdf documents, but this functionality is not required.

The website must have accessibility features for visitors with disabilities, compliant with Section 508, WCAG 2.1 AA, and the Americans with Disabilities Act.

#### **5.3.5 Custom search function – “I Want To”**

The home page should feature an 'I want to' search function where users can enter what they want to do and be directed to an appropriate page. A model of this functionality can be seen on the current frontpage jerseyctnj.gov. See images below.



#### **5.4 Migration**

The Vendor will be responsible for migrating all existing content to the new site, with the consultation and direction of City staff. The Vendor will be responsible for procuring, installing, and configuring all plugins and third party software necessary to establish the new site.

The Vendor will propose a timeline for the migration of the website and a cost including that of all required software.

#### **5.5 Hosting and security**

The Vendor will be responsible for providing hosting for the website. The hosting solution should be secure and redundant. Redundancy should include hardware redundancy, multiple power feeds, and multiple telecommunications carriers.

The Vendor should use a service such as Cloudflare to provide daily backups, secondary backups, quick restores, and protection against DDOS and other attacks. Average traffic to the website is estimated to be roughly 80,000 visits per month.

#### **5.6 Plug-ins, third party software**

The Vendor will be responsible for procuring all plugins and third party software required to effectuate the features described in this section. The licenses for this software shall belong to the City and must be made available to City staff. At the conclusion of the contract,

### **5.7 Support, maintenance, and training**

The Vendor will provide technical support and resolve issues in a timely manner. The Vendor may provide support through a chat system as well as a support email, phone number, or ticket system. The Vendor will be responsible for providing ongoing security updates as soon as they become available. Support must be available during regular business hours. Vendors should also be prepared to address critical support issues outside of business hours.

Respondents should describe the kind of support system proposed, as well as staffing levels, hours of operation, and anticipated turnaround time on support requests.

The Vendor must also provide training to select City staff to use the system and perform day-to-day editing tasks. Respondents must detail the timeline and manner of training offered.

### **5.8 Cost**

The cost of the proposal will be broken down as such:

- Year 1: upfront migration and development costs, plus year one maintenance cost
- Year 2: maintenance and support costs
- Years 3-5: maintenance and support costs.

## **SECTION 6: PROPOSAL SUBMISSION REQUIREMENTS**

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 Vendor

### **6.1 Number of copies**

Vendors must submit one signed original and 2 unbound copies of their proposal per the OPRA requirements below. Additional copies on CD or flash drive may also be submitted.

As previously described in 2.12, with respect to the Open Public Records Act (OPRA) and Proprietary Information - although the RFP indicates that all proposals will become public information, it is understood that OPRA contains exceptions for "Trade secrets and proprietary commercial or financial information obtained from any source" and "Information which, if disclosed, would give an advantage to competitors or bidders". Therefore, in addition to the 1 signed copy, prospective Vendors shall submit two (2) clearly marked unbound versions of their proposals for OPRA use. One version is to be a complete version to be used by the City for evaluation. The second version should contain redactions of legitimate "trade secrets and proprietary commercial or financial information" and/or "information which...would give an advantage to competitors or bidders". This second version will be provided to persons submitting Open Public Records Act (OPRA) requests for information relating to this solicitation. Failure to provide two clearly marked proposals will mean that the Vendor agrees that the single version provided does not contain trade secrets or proprietary information and may be released pursuant to OPRA requests.

**6.2 Proposal media**

Proposals forwarded by facsimile, e-mail, or any other electronic media will not be accepted.

**6.3 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 3.

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.

**6.4 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.

**6.5 Submission deadline**

Proposals must be received by the City no later than 11:00 a.m. prevailing time on February 3, 2022 and must be mailed or hand-delivered.

**SECTION 7: PROPOSAL 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 and willingness to provide high quality services to the citizens of the City in the manner described in this RFP.

**7.1 Evaluation methodology**

Proposals will be evaluated on written responses.

**7.2 Written response evaluation**

There will be seven 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.

<b>Cost</b>	<b>25 points</b>
Proposals will be evaluated based on cost to the City	
<b>Features</b>	<b>15 points</b>
Proposals will be evaluated based on features described pursuant to section 5.3	
<b>Security and reliability</b>	<b>20 points</b>
Proposals will be evaluated based on the security and redundancy features described in section 5.5	
<b>Maintenance, support, and training</b>	<b>10 points</b>
Proposals will be evaluated based on the maintenance, support, and training plan described in section 5.7	
<b>Project timeline</b>	<b>10 points</b>
The City will evaluate proposals based on the speed and feasibility of the proposed project timeline	
<b>Vendor qualifications</b>	<b>10 points</b>
The City will evaluate proposals based on the prior experience and demonstrated qualifications of the vendor.	
<b>Commitment to diversity</b>	<b>10 points</b>
Support and utilization of Minority and Women Owned Business Enterprises (MBE/WBE), consistent with the City's policies, should be described.	

**7.3 Final evaluation and report of committee**

Based on the written responses each evaluator will rank the finalists. The Vendor whose proposal is

ranked highest among the greatest number of evaluators will be selected for the project. The highest possible score is 100.

The Committee will prepare a report listing the names of all Vendors who submitted proposals, ranking Vendors 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.

**7.4 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., and N.J.A.C. 5:34-9.4 (Competitive Contracting Law and Regulations) will be for a term of two (2) years, beginning at contract execution. The City may, at its sole discretion, renew the contract for three one (1) year terms, for a total of up to five (5) years.

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, be held for consideration for such longer period as may be agreed.



**SECTION 8: GENERAL TERMS AND CONDITIONS**

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

**8.1 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 Vendor, to accept any item, items or services in the Proposal should it be deemed in the best interest of the City.

**8.2 Original/Authorized signatures**

Each proposal and all required forms must be signed in ink by a person authorized to do so and/or notarized as indicated.

**8.3 Delivery of proposals**

Proposals may be hand delivered or mailed consistent with the provisions of the legal notice to Vendors. 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.

**8.4 Equal Employment Opportunity/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) Vendors/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 Vendor's attention is also called to Section 9 of this document which contains the required information and forms. For information on EEO/AA requirements and forms only, please contact:

Jeana Abuan  
Acting Director, Office of Tax Abatement & Compliance  
280 Grove Street, Lower Level, Rm 109A

---

Jersey City NJ 07302  
201-547-4538  
abuanj@jcnj.org  
E-mail Address: [abuanj@jcnj.org](mailto:abuanj@jcnj.org)

### **8.5 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:11-1 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.

For more information on obtaining a BRC, see Section 9.

### **8.6 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.

### **8.7 Indemnification**

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

### **8.8 Insurance requirements**

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

- Commercial General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate; including Products & Completed Operations coverage.
- Workers Compensation with NJ Statutory limits and Employer's Liability in the amount of \$1,000,000.
- Automobile Liability in the amount of \$1,000,000 combined single limit
- Professional Liability in the amount of \$1,000,000 per claim and in the aggregate
- Cyber Liability in the amount of \$2,000,000 each incident and in aggregate.

- Employee Theft in the amount of \$1,000,000 single loss limit
- Employee Theft of Client Property in the amount of \$1,000,000 single loss limit
- Forgery or Alteration in the amount of \$1,000,000 single loss limit
- Computer and Funds Transfer Fraud in the amount of \$1,000,000 single loss limit
- Credit, Debit or Charge Card Forgery in the amount of \$1,000,000 single loss limit
- Money Orders and Counterfeit Currency in the amount of \$1,000,000 single loss limit

### **8.9 Termination**

In the event the performance by the Contractor of the services provided for under the agreement awarded through this RFP process is unsatisfactory to the City, the City agrees to notify the Contractor, and the Contractor agrees to within thirty (30) days rectify the unsatisfactory condition or performance. Should the unsatisfactory performance or condition not be rectified within thirty (30) days of notice being given, the City shall at its sole option be entitled to terminate the agreement awarded through this RFP process immediately upon written notice to the Contractor unless rectification of such unsatisfactory performance or condition cannot reasonably be completed with such thirty (30) day period but the Contractor shall have commenced to rectify such unsatisfactory condition or performance within such thirty (30) day period and shall be diligently pursuing such cure; provided, that such unsatisfactory performance or condition shall be cured no later than ninety (90) days after the date on which the Contractor was first notified thereof. Contractor is not entitled to any compensation subsequent to receiving notice of termination from the City.

**REQUIRED ADMINISTRATIVE FORMS FOR COMPETITIVE RFP**

<b>PROJECT:</b>
<b>RESPONDENT:</b>

**RESPONDENT'S CHECKLIST**

<b>Item</b>	<b>Respondent Initials</b>	<b>Purchasing Review</b>
A. Non-Collusion Affidavit (notarized)		
B. Statement of Ownership Disclosure*		
C. Mandatory Affirmative Action Language (submit with Proposal or after notification of award but prior to signing contract) (EXHIBIT A)		
D. With Proposal or after notification of award but prior to signing a contract, submit a copy of <u>one</u> of the following three documents:  1. 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  2. Unexpired Certificate of Employee Information Report; or  3. Employee Information Report Form AA302, (if first time doing business with Jersey City)		
E. Americans with Disabilities Act (APPENDIX A)		
F. Supplier Diversity Bidder Questionnaire (with Bid Proposals or within 24 hours of Bid Opening)		
G. Business Registration Certificate		
H. Original signature(s) on all required forms.		
I. Acknowledgment of Receipt of Addenda*		
J. Disclosure of Investment Activities in Iran Form		

\*Failure to include these documents with the Proposal will result in an automatic Rejection of the Proposal.

**NON COLLUSION AFFIDAVIT**

**STATE OF NEW JERSEY  
CITY OF JERSEY CITY sis:**

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

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

the Respondent making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said Respondent 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**

**STATEMENT OF OWNERSHIP DISCLOSURE**  
**N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)**

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name of Organization:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

**Part I Check the box that represents the type of business organization:**

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)     Limited Liability Company (LLC)
- Partnership     Limited Partnership     Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II**

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

**(Please attach additional sheets if more space is needed):**

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

**If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the City of Jersey City is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with City of Jersey City to notify the City of Jersey City in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the City of Jersey City to declare any contract(s) resulting from this certification void and unenforceable.

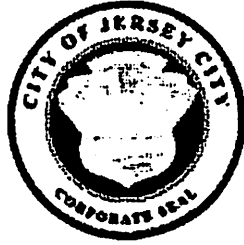
Full Name (Print):		Title:	
Signature:		Date:	

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

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

SUBSCRIBED AND SWORN TO  
 BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 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).**



## ADDENDA ACKNOWLEDGEMENT FORM

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

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

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

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

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

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

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

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

No addenda were received:

Name of Bidder: \_\_\_\_\_

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

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

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

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





**CITY OF JERSEY CITY  
DEPARTMENT OF BUSINESS ADMINISTRATION  
OFFICE OF DIVERSITY AND INCLUSION**



**SUPPLIER DIVERSITY BIDDER QUESTIONNAIRE**

The City of Jersey City is committed to ensuring that its utilization of vendors reflects the diversity of its community. Please complete this form to assist us with monitoring our supplier diversity performance.

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

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

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

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

Please indicate if your business qualifies as any of the following: (See definitions for clarification)

- Minority Owned
- Woman Owned
- Veteran Owned
- Disability Owned
- Lesbian, Gay, Bisexual, Transgender Owned
- None

Please indicate if your business is currently certified by an authorized certifying body as any of the following:

- Minority Business Enterprise
- Woman Business Enterprise
- Veteran Business Enterprise
- Disability Owned Business Enterprise
- Lesbian, Gay, Bisexual, Transgender Business Enterprise
- Disadvantaged Business Enterprise
- Small Business Enterprise
- None

**THE CITY OF JERSEY CITY IS AN AFFIRMATIVE ACTION & EQUAL OPPORTUNITY EMPLOYER AND COMPLIES WITH ALL LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS IN EMPLOYMENT AND CONTRACTING.**



**CITY OF JERSEY CITY  
DEPARTMENT OF BUSINESS ADMINISTRATION  
OFFICE OF DIVERSITY AND INCLUSION**



**SUPPLIER DIVERSITY DEFINITIONS**

**Minority Owned-** 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 Owned-** a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**Veteran Owned-** a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a person or persons who are veterans.

**"Veteran"** means any citizen and resident of this State now or hereafter honorably discharged or released under honorable circumstances who served in any branch of the Armed Forces of the United States or a Reserve component thereof for at least 90 days and shall include disabled veterans.

**Disability Owned-** a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a person or persons with a disability.

**Lesbian, Gay, Bisexual, Transgender Owned-** a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by an LGBT person or persons.

**STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: \_\_\_\_\_ Bidder/Offeror: \_\_\_\_\_

**PART 1: CERTIFICATION  
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.  
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

**PLEASE CHECK THE APPROPRIATE BOX:**

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.**

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

**ADD AN ADDITIONAL ACTIVITIES ENTRY**

**Certification:** I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

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

**EQUAL EMPLOYMENT OPPORTUNITY (EEO)/  
AFFIRMATIVE ACTION (AA) REQUIREMENTS  
FOR GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

**Questions in reference to EEO/AA requirements for Goods,  
Professional Service and General Service Contracts should be  
directed to:**

**Jeana F. Abuan  
EEO/AA/Public Agency Compliance Officer/  
Acting Director  
Department of Administration  
Office of Tax Abatement & Compliance  
280 Grove Street, Lower Level Rm. 109A  
Jersey City NJ 07302  
Tel. # 201-547-4538  
E-Mail Address: [abuanj@jcnj.org](mailto:abuanj@jcnj.org)**

## **CHECKLIST:**

**Please submit the following:**

- 1. Mandatory EEO/AA Language of Exhibit "A"**
  - **Attach the 2 page, updated, completed and signed form**
  
- 2. Appendix A- Americans With Disabilities Act of 1990**
  - **Attach updated, completed and signed form**
  
- 3. One of the following:**
  - **A current federally approved or sanctioned Affirmative Action Program or**
  - **An unexpired Certificate of Employee Information Report (CEIR) or**
  - **A copy of check/money order and completed Employee Information Report (AA-302 Form)**
  - **Refer to the attached sample of these forms and procedures, questions and answers on the issuance, renewal and duplication of Certificate of Employee Information Report For Vendors**

## **Mandatory Language of Exhibit "A"**

**Goods, General Services and Professional Services Vendors/Contractors must sign a contract containing the Mandatory Equal Employment Opportunity/Affirmative Action Contract Language of Exhibit "A". If the vendor refuses to sign a contract containing the Mandatory EEO/AA Contract Language of Exhibit "A" at the time the contract is submitted for signing by the City of Jersey City, the City's Public Agency Compliance Officer shall reject the vendor's bid/contract as non-responsive. When such a rejection occurs, the same EEO/AA requirements shall apply to any other successful vendors selected by the City in accordance with contracting laws and procedures.**

(REVISED 4/10)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (PL. 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.

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,

**EXHIBIT A (Continuation)**

affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Certificate of Employee Information Report

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

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

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

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

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

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

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

Name of Company: \_\_\_\_\_ Tel/Cell#: \_\_\_\_\_



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

The contractor and the City of Jersey City, (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:** \_\_\_\_\_



STEVEN FULOP  
MAYOR

**CITY OF JERSEY CITY**  
**OFFICE OF TAX ABATEMENT AND COMPLIANCE**  
DEPARTMENT OF ADMINISTRATION  
280 Grove Street | JERSEY CITY, NJ 07302  
(201) 547-4538



JEANA F. ABUAN  
ACTING DIRECTOR

**FREQUENTLY ASKED QUESTIONS ON CERTIFICATE OF EMPLOYEE INFORMATION REPORT and EMPLOYEE INFORMATION REPORT (FORM AA-302):**

**THIS IS THE FIRST TIME I AM CONTRACTING OR DOING BUSINESS WITH JERSEY CITY, WHICH OF THESE FORMS TO SUBMIT?**

**VENDORS/CONTRACTORS MAY SUBMIT ANY ONE OF THE FOLLOWING:**

- A current federally approved or sanctioned Affirmative Action Program or
- A Certificate of Employee Information Report or
- A copy of check/money order and completed Employee Information Report (Form AA-302)

If first time doing business with Jersey City and the vendor or contractor do not have a current letter of federally approved or sanctioned Affirmative Action Program or a Certificate of Employee Information Report, the vendor/contractor may submit copy of check or money order and copy of completed Employee Information Report (AA-302 form) to the City.

The original completed AA-302 form is submitted with the actual check or money order to the State of New Jersey Department of Treasury's Division of Purchase & Property EEO Monitoring Unit. Line #14 and #15 of the AA-302 Form must be filled out accordingly.

The contractors' or vendors' bid or contract will be rejected as non-responsive if the vendor or contractor fails to submit any of these requirements within the time specified.

**WHO SHOULD CHECK OR MONEY ORDER BE PAYABLE TO?**

The Treasurer, State of New Jersey

**CAN PAYMENTS BE MADE WITH CREDIT CARDS?**

Payments are only accepted in the form of a check or money order in the amount of \$150 and must be submitted with the Form AA-302 (Employee Information Report).

**HOW LONG DOES IT TAKE TO PROCESS FORM AA-302 AND RECEIVE CERTIFICATE OF EMPLOYEE INFORMATION REPORT?**

The initial Form AA-302 certificate may take up to three (3) weeks. Renewals certificates may take up to two (2) weeks.

**HOW LONG ARE CERTIFICATES VALID?**

For entities with fewer than 50 employees, the certificate is valid for seven (7) years. For entities with 50 employees or more, the certificate is valid for three (3) years.

**WHICH ADDRESS SHOULD BE USED?**

When using the United States Postal Service (regular mail) to deliver the Form AA-302 and payment, the following address must be used:

NJ Dept. of the Treasury  
Division of Purchase & Property  
Contract Compliance and Audit Unit  
EEO Monitoring Program  
PO Box 206  
Trenton, NJ 08625-0206

When using a commercial delivery service such as FEDEX, UPS or other delivery service, the following address must be used:

NJ Dept. of the Treasury  
Contract Compliance and Audit Unit  
EEO Monitoring Program  
33 West State Street, 9<sup>th</sup> floor  
Trenton, NJ 08625

**HOW TO OBTAIN A DUPLICATE CERTIFICATE:**

Complete the Duplicate Request Form and mail with a \$75 check or money order payable to The Treasurer, State of NJ, P.O. Box 206, Trenton, NJ 08625. **NOTE:** No fee is required for name and/or address updates.

**HOW TO REGISTER FOR SUBMISSION OF ELECTRONIC RENEWAL CERTIFICATE:**

Visit [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance). Select the Premier Business Services Online Forms Account Instructions and follow the instructions.

**HOW TO SUBMIT PAYMENT AFTER FILING RENEWAL CERTIFICATE ELECTRONICALLY?**

Mail check or money order (for \$150) to the State's Division along with a print out of the online submission screen. Make check or money order payable to: The Treasurer, State of New Jersey. Please write your certificate number on the check or money order.

**RECEIVED RENEWAL NOTICE – HOW DO I RENEW MY CERTIFICATE?**

Follow the instructions on the renewal notice, contact the Office of Tax Abatement & Compliance or the City's PACO for copy of forms or renewal package, complete Form AA-302, Vendor Activity Summary Reports and mail in along with a check or money order payable to: The Treasurer, State of New Jersey.

**TO OBTAIN THE STATUS OF YOUR CERTIFICATE:**

Please call the City's PACO at (201) 547-4538 or the State's Division at (609) 292-5473 and a representative will be available to assist you. Please have your federal ID or certificate number available to ensure faster service. **NOTE:** Renewal Notices will be mailed within 90 days prior to the expiration date of your certificate.

**DO NONPROFIT ORGANIZATIONS HAVE TO COMPLETE FORM AA-302?**

Yes, the Employee Information Report (Form AA-302) must be completed by nonprofit organizations to ensure compliance with the EEO/AA requirements.

**WHAT DOES THE CERTIFICATE LOOK LIKE?**

The Certificate of Employee Information Report is yellow in color, 3 ½ X 8 ½ and has your assigned certificate number in the top right corner. The entity's name and address along with the effective date and expiration date also are included on the certificate.

**THE COMPANY HAS NO EMPLOYEES. SHOULD THE OWNER OPERATING THE BUSINESS REPORT NO EMPLOYEES OR ONE EMPLOYEE FOR HIMSELF/HERSELF?**

A company with no employees must report the officials and managers on line #3 and on line #11 (officials/managers).

**PROCEDURES FOR THE ISSUANCE, RENEWAL, AND DUPLICATION OF A CERTIFICATE OF EMPLOYEE INFORMATION REPORT FOR VENDORS**

❖ The vendor/contractor shall complete an Initial Employee Information Report Form, (Form AA-302) and submit with a \$150.00 fee payable to the Treasurer, State of New Jersey, Division of Purchase and Property, EEO Monitoring Program, and forward a copy to the City of Jersey City's Office of Tax Abatement & Compliance' Public Agency Compliance Officer (PACO) and to the City's department/division initiating the contract. Upon submission and review by the State's Division and the City's PACO, this report shall constitute evidence of compliance with the regulations;

❖ The State's Division shall approve or reject the Employee Information Report (AA-302 Form) within 40 business days of its submission, provided, however, that such a rejection, if it is independent of a noncompliance determination, shall in no way affect the validity of a contract for which said employee information report was presented. Upon approval of an Employee Information Report (AA-302 Form), the State's Division shall issue to the vendor a Certificate of Employee Information Report which shall be valid for the time period indicated on the certificate; and

❖ A vendor may submit an application for renewal of their Certificate of Employee Information Report, with a fee in the amount of \$150.00 payable to the Treasurer, State of New Jersey, Division of Purchase and Property, EEO Monitoring Program, as early as ninety (90) business days prior to the expiration of a certificate.

The renewal package, consisting of the AA-302 renewal report, AA-302 forms, (for each New Jersey facility that engages in bidding on public contracts; and shares the same Federal Employee Identification Number and company name), and vendor employee activity summary report, must be submitted on the forms made available to the vendor by the City of Jersey City and the State of New Jersey.

❖ The vendor/contractor agrees to provide documentation that it has made good faith efforts to meet equal employment opportunity requirements whenever the NJ State's Division or the City of Jersey City, upon its own initiative or upon the complaint of any member of the public, determines that such information is needed to determine whether the contractor or subcontractor has failed to comply with the applicable equal employment opportunity requirements.

❖ There shall be a \$75.00 non-refundable fee for a duplicate or replacement Certificate of Employee Information Report. The Vendor/contractor must complete and submit the Duplicate Certificate of Employee Information Report request electronically or via regular mail.

***All other inquiries and form requests may be directed to the City of Jersey City's Office of Tax Abatement & Compliance or to the City's Equal Employment Opportunity/Affirmative Action/ Public Agency Compliance Officer at: 201-547-4538 or at [abuani@jcnj.org](mailto:abuani@jcnj.org)***

## Sample Letter of Federally Approved Affirmative Action Plan

U.S. Department of Labor

Employment Standards Administration

Office of Federal Contract Compliance Programs

Newark Area Office

124 Evergreen Place, Fourth Floor

East Orange, NJ 07108



<Date>

Dear

Our recent compliance review of your establishment's equal employment opportunity policies and practices was completed on <date>.

We found no apparent deficiencies or violations of Executive Order 11246, as amended. Section 503 of the Rehabilitation Act of 1973 or 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 Programs sincerely appreciates the cooperation and courtesies extended by you and your staff during the conduct of the compliance review.

Sincerely,

Area Office Director

# SAMPLE OF CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification 111XX

## CERTIFICATE OF EMPLOYEE INFORMATION REPORT

### INITIAL

This is to certify that the contractor listed below 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 15-DEC-20XX to 15-DEC-20XX

SAMPLE COMPANY, INC.  
33 WEST STATE STREET  
TRENTON, NJ 08625

**VOID**



State Treasurer

**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 EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: [https://www.state.nj.us/treasury/contract\\_compliance/documents/bd4/forms/aa302ins.pdf](https://www.state.nj.us/treasury/contract_compliance/documents/bd4/forms/aa302ins.pdf)

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY   STATE   ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY   STATE   ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT		CITY   COUNTY   STATE   ZIP CODE

<b>Official Use Only</b>	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 EEO-1 REPORT.**

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

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

**SECTION C - SIGNATURE AND IDENTIFICATION**

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

## 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 7, 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 Philippine 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 14 is "No", enter the date when the last Employee Information Report was submitted by this company.

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

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

### TYPE OR PRINT IN SHARP BALL POINT PEN

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

NJ Department of the Treasury  
Division of Purchase & Property  
Contract Compliance Audit Unit  
EEO Monitoring Program  
P.O. Box 209

Trenton, New Jersey 08826-0209

Telephone No. (609) 292-6473





## State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
CONTRACT COMPLIANCE & AUDIT UNIT  
EEO MONITORING PROGRAM  
33 WEST STATE STREET  
P. O. BOX 206  
TRENTON, NEW JERSEY 08625-0206

PHILIP D. MURPHY  
*Governor*

SHEILA Y. OLIVER  
*Lt. Governor*

ELIZABETH MAHER MUOIO  
*State Treasurer*

MAURICE A. GRIFFIN  
*Acting Director*

### RENEWAL NOTICE

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

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

All goods, service and professional service vendors are encouraged to complete and file these renewal documents electronically by accessing the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance). This website provides access to the forms in electronic format or on-line internet submission registration via the internet. You may also call the Division at (609) 292-5473 and a representative will assist you. Please have your State Certificate number ready when calling. Your State 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 State 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 State Certificate must be presented to the public agency awarding the contract, prior to the award of the contract.

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY  
 Division of Purchase & Property Contract Compliance Audit Unit EEO Monitoring Program  
 VENDOR ACTIVITY SUMMARY REPORT

NEW HIRES  
  PROMOTIONS  
  TRANSFERS  
  TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY)

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

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

JOB	MALE				FEMALE							
	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.
CATEGORIES												
OFFICIALS & MANAGERS												
PROFESSIONALS												
TECHNICIANS												
SALES WORKERS												
OFFICE & CLERICAL												
CRAFTWORKERS												
OPERATIVES												
LABORERS												
SERVICES 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  
 ADDRESS (NO. & STREET) \_\_\_\_\_ (CITY) \_\_\_\_\_ (STATE) \_\_\_\_\_ (ZIP) \_\_\_\_\_ PHONE (AREA CODE, NO., EXTENSION) \_\_\_\_\_

DATE SUBMITTED \_\_\_\_\_

## **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.



STEVEN FULOP  
MAYOR

**CITY OF JERSEY CITY**  
**OFFICE OF TAX ABATEMENT AND COMPLIANCE**  
DEPARTMENT OF ADMINISTRATION  
280 Grove Street | JERSEY CITY, NJ 07302  
(201) 547-4538



JEANA F. ABUAN  
ACTING DIRECTOR

**FREQUENTLY ASKED QUESTIONS ON CERTIFICATE OF EMPLOYEE INFORMATION REPORT and EMPLOYEE INFORMATION REPORT (FORM AA-302):**

**THIS IS THE FIRST TIME I AM CONTRACTING OR DOING BUSINESS WITH JERSEY CITY, WHICH OF THESE FORMS TO SUBMIT?**

VENDORS/CONTRACTORS MAY SUBMIT ANY ONE OF THE FOLLOWING:

- A current federally approved or sanctioned Affirmative Action Program or
- A Certificate of Employee Information Report or
- A copy of check/money order and completed Employee Information Report (Form AA-302)

If first time doing business with Jersey City and the vendor or contractor do not have a current letter of federally approved or sanctioned Affirmative Action Program or a Certificate of Employee Information Report, the vendor/contractor may submit copy of check or money order and copy of completed Employee Information Report (AA-302 form) to the City.

The original completed AA-302 form is submitted with the actual check or money order to the State of New Jersey Department of Treasury's Division of Purchase & Property EEO Monitoring Unit. Line #14 and #15 of the AA-302 Form must be filled out accordingly.

The contractors' or vendors' bid or contract will be rejected as non-responsive if the vendor or contractor fails to submit any of these requirements within the time specified.

**WHO SHOULD CHECK OR MONEY ORDER BE PAYABLE TO?**

The Treasurer, State of New Jersey

**CAN PAYMENTS BE MADE WITH CREDIT CARDS?**

Payments are only accepted in the form of a check or money order in the amount of \$150 and must be submitted with the Form AA-302 (Employee Information Report).

**HOW LONG DOES IT TAKE TO PROCESS FORM AA-302 AND RECEIVE CERTIFICATE OF EMPLOYEE INFORMATION REPORT?**

The Initial Form AA-302 certificate may take up to three (3) weeks. Renewals certificates may take up to two (2) weeks.

**HOW LONG ARE CERTIFICATES VALID?**

For entities with fewer than 50 employees, the certificate is valid for seven (7) years. For entities with 50 employees or more, the certificate is valid for three (3) years.

**WHICH ADDRESS SHOULD BE USED?**

When using the United States Postal Service (regular mail) to deliver the Form AA-302 and payment, the following address must be used:

NJ Dept. of the Treasury  
Division of Purchase & Property  
Contract Compliance and Audit Unit  
EEO Monitoring Program  
PO Box 206  
Trenton, NJ 08625-0206

When using a commercial delivery service such as FEDEX, UPS or other delivery service, the following address must be used:

NJ Dept. of the Treasury  
Contract Compliance and Audit Unit  
EEO Monitoring Program  
33 West State Street, 9<sup>th</sup> floor  
Trenton, NJ 08625

**HOW TO OBTAIN A DUPLICATE CERTIFICATE:**

Complete the Duplicate Request Form and mail with a \$75 check or money order payable to The Treasurer, State of NJ, P.O. Box 206, Trenton, NJ 08625. NOTE: No fee is required for name and/or address updates.

**HOW TO REGISTER FOR SUBMISSION OF ELECTRONIC RENEWAL CERTIFICATE:**

Visit [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance). Select the Premier Business Services Online Forms Account Instructions and follow the instructions.

**HOW TO SUBMIT PAYMENT AFTER FILING RENEWAL CERTIFICATE ELECTRONICALLY?**

Mail check or money order (for \$150) to the State's Division along with a print out of the online submission screen. Make check or money order payable to: The Treasurer, State of New Jersey. Please write your certificate number on the check or money order.

**RECEIVED RENEWAL NOTICE – HOW DO I RENEW MY CERTIFICATE?**

Follow the instructions on the renewal notice, contact the Office of Tax Abatement & Compliance or the City's PACO for copy of forms or renewal package, complete Form AA-302, Vendor Activity Summary Reports and mail in along with a check or money order payable to: The Treasurer, State of New Jersey.

**TO OBTAIN THE STATUS OF YOUR CERTIFICATE:**

Please call the City's PACO at (201) 547-4538 or the State's Division at (609) 292-5473 and a representative will be available to assist you. Please have your federal ID or certificate number available to ensure faster service. NOTE: Renewal Notices will be mailed within 90 days prior to the expiration date of your certificate.

**DO NONPROFIT ORGANIZATIONS HAVE TO COMPLETE FORM AA-302?**

Yes, the Employee Information Report (Form AA-302) must be completed by nonprofit organizations to ensure compliance with the EEO/AA requirements.

**WHAT DOES THE CERTIFICATE LOOK LIKE?**

The Certificate of Employee Information Report is yellow in color, 3 ½ X 8 ½ and has your assigned certificate number in the top right corner. The entity's name and address along with the effective date and expiration date also are included on the certificate.

**THE COMPANY HAS NO EMPLOYEES. SHOULD THE OWNER OPERATING THE BUSINESS REPORT NO EMPLOYEES OR ONE EMPLOYEE FOR HIMSELF/HERSELF?**

A company with no employees must report the officials and managers on line #3 and on line #11 (officials/managers).

**PROCEDURES FOR THE ISSUANCE, RENEWAL, AND DUPLICATION OF A CERTIFICATE OF EMPLOYEE INFORMATION REPORT FOR VENDORS**

❖ The vendor/contractor shall complete an Initial Employee Information Report Form, (Form AA-302) and submit with a \$150.00 fee payable to the Treasurer, State of New Jersey, Division of Purchase and Property, EEO Monitoring Program, and forward a copy to the City of Jersey City's Office of Tax Abatement & Compliance' Public Agency Compliance Officer (PACO) and to the City's department/division initiating the contract. Upon submission and review by the State's Division and the City's PACO, this report shall constitute evidence of compliance with the regulations;

❖ The State's Division shall approve or reject the Employee Information Report (AA-302 Form) within 40 business days of its submission, provided, however, that such a rejection, if it is independent of a noncompliance determination, shall in no way affect the validity of a contract for which said employee information report was presented. Upon approval of an Employee Information Report (AA-302 Form), the State's Division shall issue to the vendor a Certificate of Employee Information Report which shall be valid for the time period indicated on the certificate; and

❖ A vendor may submit an application for renewal of their Certificate of Employee Information Report, with a fee in the amount of \$150.00 payable to the Treasurer, State of New Jersey, Division of Purchase and Property, EEO Monitoring Program, as early as ninety (90) business days prior to the expiration of a certificate.

The renewal package, consisting of the AA-302 renewal report, AA-302 forms, (for each New Jersey facility that engages in bidding on public contracts; and shares the same Federal Employee Identification Number and company name), and vendor employee activity summary report, must be submitted on the forms made available to the vendor by the City of Jersey City and the State of New Jersey.

❖ The vendor/contractor agrees to provide documentation that it has made good faith efforts to meet equal employment opportunity requirements whenever the NJ State's Division or the City of Jersey City, upon its own initiative or upon the complaint of any member of the public, determines that such information is needed to determine whether the contractor or subcontractor has failed to comply with the applicable equal employment opportunity requirements.

❖ There shall be a \$75.00 non-refundable fee for a duplicate or replacement Certificate of Employee Information Report. The Vendor/contractor must complete and submit the Duplicate Certificate of Employee Information Report request electronically or via regular mail.

***All other inquiries and form requests may be directed to the City of Jersey City's Office of Tax Abatement & Compliance or to the City's Equal Employment Opportunity/Affirmative Action/ Public Agency Compliance Officer at: 201-547-4538 or at [abuanj@icnj.org](mailto:abuanj@icnj.org)***



**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**

<b>1. FID. NO. OR SOCIAL SECURITY</b>	<b>2. ASSIGNED CERTIFICATION NUMBER</b>	<b>ISSUE DATE</b>	<b>EXPIRATION DATE</b>
	<input type="text"/>	<input type="text"/>	<input type="text"/>

**3. COMPANY NAME**

<b>4. STREET</b>	<b>CITY</b>	<b>COUNTY</b>	<b>STATE</b>	<b>ZIP CODE</b>

**5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE**

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

**SECTION B - SIGNATURE AND IDENTIFICATION**

<b>6. NAME OF PERSON COMPLETING FORM (Print or Type)</b>	<b>SIGNATURE</b>	<b>TITLE</b>	<b>DATE</b> MO   DAY   YEAR

<b>7. ADDRESS NO. &amp; STREET</b>	<b>CITY</b>	<b>COUNTY</b>	<b>STATE</b>	<b>ZIP CODE</b>	<b>PHONE (AREA CODE, NO., EXTENSION)</b>

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

**SECTION C - OFFICIAL USE ONLY**

<b>RECEIVED DATE:</b>	<b>DIVISION OF REVENUE DLN #:</b>

**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**

**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. 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. 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: \_\_\_\_\_

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

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



## 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 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 in this State, regardless of whether the tangible personal property is intended of 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 of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR	
<b>TAXPAYER NAME:</b> TAX REGISTRATION TEST ACCOUNT  <b>TAXPAYER IDENTIFICATION#:</b> 000-00-0000  <b>ADDRESS:</b> 847 ROEHLING AVE TRENTON NJ 08611  <b>EFFECTIVE DATE:</b> 07/14/04  <small>REGISTRATION NO. 00000000</small>	<b>TRADE NAME:</b> CLIENT REGISTRATION  <b>SEQUENCE NUMBER:</b> 0107239  <b>ISSUANCE DATE:</b> 07/14/04  
The Certificate is NOT a receipt or tax return. It must be conspicuously displayed at above address.	



### STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

<b>Taxpayer Name:</b>	TAX REG TEST ACCOUNT
<b>Trade Name:</b>	
<b>Address:</b>	847 ROEHLING AVE. TRENTON, NJ 08611
<b>Certificate Number:</b>	0000000
<b>Date of Issuance:</b>	October 14, 2004

**For Office Use Only:**  
200-4101-4112823533