



BID SPECIFICATIONS FOR
NETWORKED PUBLIC INFORMATION KIOSKS

SUBMISSION DEADLINE:
11:00 AM
12/07/2017

ADDRESS ALL BID PROPOSALS TO:

Peter Folgado, Purchasing Agent Jersey
City Department of Administration
Division of Purchasing
394 Central Avenue, 3rd Floor
Jersey City, NJ 07307

SECTION 1: GENERAL INFORMATION & SUMMARY

1.1 Organization Requesting Proposals

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

1.2 Contact Person(s) and Proposal Submission Address

Peter Folgado
Purchasing Agent
City of Jersey City
394 Central Ave., 3rd Floor
Jersey City, NJ 07307
(201) 547-5156
Peterf@jcnj.org

1.3 Procurement Process

This contract will be awarded as a concession contract for “Networked Public Information Kiosks” using competitive contracting pursuant to N.J.S.A. 40A:11-4.1 et seq.

1.4 Contract Form

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

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

1.5 Submission deadline

Proposals must be submitted to, and be received by the City, via mail or by hand-delivery before 11:00 a.m. prevailing time on December 07, 2017. Proposals will not be accepted by facsimile transmission or e-mail. All Proposals not received by the City in compliance with the aforementioned times will be unopened and rejected.

1.6 Opening of Proposals

Proposals shall be opened in public at 11:00 a.m. prevailing time on , 394 Central Ave., 3rd Floor, Jersey City, NJ 07307.

1.7 Definitions

The following definitions shall apply to and are used in this Request for Proposals:

“**City**” – refers to the City of Jersey City.

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

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

“Proposal” – refers to any response submitted pursuant to this Request for Proposals.

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

“Successful Respondent” or **"Contractor"** - refers to the person/firm selected by the City to receive the Contract.

“Respondent(s)” – refers to a person/firm or persons/firms submitting a proposal in response to this RFP.

SECTION 2: INTRODUCTION AND GENERAL INFORMATION

2.1 Introduction and Purpose

The City is requesting Proposals from qualified Respondents for Networked Public Information kiosks (“kiosks”), as more particularly described herein.

2.2 Procurement Process and Schedule

This Contract will be awarded using the competitive contracting provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-4.1 et seq., which is considered a “fair and open” process under the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.

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

Proposals will be reviewed and evaluated by a committee appointed by the Business Administrator, in accordance with the criteria set forth in Section 6 of this RFP, which will be applied in the same manner to each Proposal received.

Proposals will be reviewed to determine if the Respondent has met the professional, administrative, and subject areas described in this RFP.

Pursuant to N.J.A.C. 5:34-4.3(c)(2)(i), “the names of the individuals who serve as committee members shall not be publicly disclosed until the evaluation report is presented to the governing body.”

The Committee reserves the right to conduct interviews and/or to request that Respondents make presentations and/or demonstrations, as the Committee shall deem applicable and appropriate.

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

Anticipated Procurement Schedule Activity

	<u>Date</u>
1. Issuance of Request for Proposals	November 9, 2017
2. Receipt of Proposals	December 7, 2017
3. Completion of Evaluation of Proposals	January 5, 2017
4. Award of Contract will be at a City Council meeting in January 2018	January 2018

2.3 Cost of Proposal Preparation

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

2.4 Proposal Format

Prospective Respondents must submit a written proposal in the format specified by the City as described herein. Proposals must cover 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.

2.5 Communications regarding this RFP

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

2.6 Addenda or Amendments to RFP

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

2.7 Rights of City

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

- To determine that any Proposal received complies or fails to comply with the terms of this RFP.
- To reject any and all responses and/or components thereof and to eliminate any and all Respondents responding to this RFP from further consideration for this procurement.
- To reject any Respondent that submits incomplete responses to this RFP, or a Proposal that is not responsive to the requirements of this RFP.
- To supplement, amend, or otherwise modify this RFP, without prior notice, or to otherwise request additional information.
- To waive any technical non-conformance with the terms of this RFP.
- To change or alter the schedule for any events called for in this RFP upon the issuance of notice to all prospective Respondents who have received a copy of this RFP.
- To conduct investigations of any or all of the Respondents, as the City deems necessary or convenient, to clarify the information provided as part of the Proposal and to request

additional information to support the information included in any Proposal.

- To suspend or terminate the procurement process described in this RFP at any time (in its sole discretion.) If terminated, the City may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.
- The City shall be under no obligation to complete all or any portion of the procurement process described in this RFP.

2.8 Disposition of RFP

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

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

2.9 Open Public Records Act (OPRA)

Although item 2.9 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”.

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

Therefore, prospective Respondents 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 Respondent agrees that the single version provided does not contain trade secrets or proprietary information and may be released pursuant to OPRA requests.

2.10 Other Conditions Applicable to RFP

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

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

2.11 Term of Contract

This contract will be awarded for a term of three (3) years (“Base Term”). Respondent shall agree to provide such services as specified herein to the City for such prices as indicated in its Proposal for the Base Term of the Contract. The date that the Contractor shall begin providing services is dependent upon the date the Contract is awarded by the City’s Municipal Council. The Contract shall be awarded within 60 days of the date of receipt of Proposals, unless an extension is requested by the City and agreed to by the Respondent(s). **The Contract Base Term shall begin within 60 days of its award.**

The City shall have the option to renew the contract for two (2) additional one (1) year terms (“Option Period”) for a total possible contract term of five (5) years. The option to renew shall be indicated no later than thirty (30) days prior to the expiration of the Base Term, whereby the City will send a notice that it is extending the Base Term of this Contract, as aforesaid, and the term of the Contract shall thereupon be extended for the Option Period on the same terms and conditions of the Base Term contract.

2.12 Lobbyist Disclosure Ordinance

The contract will be awarded in accordance with the provisions of the City’s Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. The Successful Respondent will be required to certify that the Successful Respondent either did not retain the services of a lobbyist to lobby on behalf of the Successful Respondent for the award of this contract, or if a lobbyist was retained by the Successful Respondent for such purposes, the Successful Respondent’s lobbyist, prior to commencing his/her lobbying activities, shall have filed a notice of lobbyist representative status form with the City Clerk. The Successful Respondent whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq, following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

SECTION 3: SCOPE OF SERVICES

The City is seeking kiosks of the highest quality at locations which shall be agreed upon by both the City and the Successful Respondent and according to the specifications listed below and throughout this RFP. The construction, installation, and maintenance of each unit shall be the responsibility of the Successful Respondent, also as described below. The Kiosks shall be installed and maintained at no cost to the City.

All kiosks shall be owned by the Successful Respondent and be removed upon contract termination, if applicable.

3.1 Construction and design

Kiosk designs shall be of a modern aesthetic and shall reflect Jersey City's streetscapes and architecture.

Kiosk designs shall:

- 1) Withstand weather conditions such as wind, snow, rain, and heat.
- 2) Resist vandalism, breakage, or tampering.
- 3) Be visually distinct and clearly branded with the City's logo.
- 4) Be intuitive, user-friendly, and easily accessible.
- 5) Comply with the Americans with Disabilities Act (ADA), including accessibility feature(s) for the visually or hearing impaired.

The Respondents shall provide the City with a sealed architectural drawing and a scaled rendering of a sample kiosk from different angles and views, as well as drawings and documentation of the proposed user interface. **The City reserves the right to modify the design after determining a Successful Respondent but before award of contract, to ensure it complies with all rules, laws, and other local requirements.**

3.2 Installation and locations

Kiosks shall be installed within 90 days of Contract award (see section 2.12).

The Successful Respondent shall be responsible for obtaining any necessary approvals/permits from the City, County, and other relevant agencies for placement of kiosks and for kiosk operations.

The Successful Respondent shall be responsible for the protection of all kiosks during construction or removal and shall restore all sidewalks, curbs, and street disturbed during construction (and removal, if applicable), as well connection and networking of kiosks.

The Successful Respondent shall be responsible for connecting the kiosks to the appropriate networks, power supplies, and other required infrastructure.

The Successful Respondent will provide the City with a map of proposed locations. The City will determine the final kiosk installation locations, and the City may install kiosks in multiple phases over time. Kiosks shall be located on City-owned property or public right-of-way locations, unless Contractor has the approval or the property owner for the proposed location. Proposals **must include at least one (1) kiosk installation at or adjacent to:**

CITY OF JERSEY CITY, NJ

DEPARTMENT:

PURPOSE: Networked Public Information Kiosks

REQUEST FOR PROPOSALS

DIVISION: Innovation

DUE DATE: 12/07/2017

- 1) Each of the following PATH stations: Grove Street, Newport, Journal Square, and Exchange Place.
- 2) The Martin Luther King Drive Light Rail Station (“The Hub”) and the West Side Avenue Light Rail Station
- 3) At least two public housing complexes owned by the Jersey City Housing Authority (JCHA)
- 4) A location in each Ward of the City.

The contract will be an open-end contract. The Contractor shall install a minimum of fourteen (14) kiosks at the locations set forth above and a maximum of fifty (50) kiosks at additional locations to be proposed by the Contractor and agreed to by the City.

If the location of any kiosk becomes a safety hazard or a problem in the opinion of the City, then the City shall notify Successful Respondent in writing of the problem and the Successful Respondent shall have thirty (30) days to correct the problem. The problem will be rectified by the Successful Respondent at its sole cost and expense within a reasonable time or the Successful Respondent shall eliminate or relocate the kiosk as directed by the City to a location acceptable to Successful Respondent. In that event, any fees associated with the old or replacement location shall be prorated. The Successful Respondent shall remove any kiosk which will interfere in any way with the construction, maintenance, use or repair of public entities.

3.3 Maintenance

Kiosk maintenance shall be the responsibility of the Successful Respondent, including but not limited to general cleaning, troubleshooting, ensuring network connectivity, repair of damaged screens, and remediation of vandalism.

3.4 Required services and features

The Successful Respondent will provide a kiosk which permits the digital display of:

- Community announcements and events
- Emergency service alerts and other information
- Local available transportation options (e.g. PATH train schedule and next train arrival)
- Neighborhood points of interest
- Specific messages from the City
- Free public wireless internet access

Users of the kiosk must be permitted to access this information at any time. The nature and content of required information may be changed directly by the City or through an intermediary in a timely manner, and the kiosk solution must allow for timely updating and modification of required information. The Successful Respondent may not charge users a fee for use of any required service.

The Proposal must include a description of the speed, capacity, range, number of users, and any restrictions on the use of the wireless internet access. Private information about internet users may not be collected, used to identify users, or used to target advertisements or sell advertising space (see section 3.7).

3.5 Additional functionality

The Successful Respondent will describe any additional functionality provided by the kiosk, such as video or audio recording, or pedestrian counting. This description shall include technical details of proposed additional functionality and a description of the added value to the City and users provided by such functionality. The City shall consider the additional functionality described in its award decision.

3.6 Advertising

The Successful Respondent shall have the right to sell advertising space and maintain advertising displays using the surface of the kiosk. Advertising space may not occlude or prevent the display of the content included in the required services and features as described above. Advertisements shall not include tobacco, alcohol, political or sexually oriented activities and the City shall have the right of disapproval over advertising deemed offensive. Advertising displays may not use audio, except to provide information on demand to the visually impaired. Advertising displays must comply with all applicable federal and state laws and regulations relating to public advertising. In addition, the Successful Respondent shall maintain advertising displays in an appropriate manner.

Advertisements shall be offered to local small businesses in Jersey City and Special Improvement District management shall be notified of all advertising on kiosks situated within Special Improvement Districts.

Each Respondent shall provide within the Proposal a projected revenue breakdown per kiosk and for all kiosks, and also the amount (if any) of revenue to be provided to the City (see section 8).

Advertisements with dated content shall be removed by the Successful Respondent within seven (7) days of the expiration or obsolescence of the advertisement content unless otherwise mutually agreed upon. Dated content refers to advertising materials that are relevant to a specific time period or event that has been completed.

Respondents shall provide the City with the option of using a portion of unsold advertising displays for civic and nonprofit advertising. The Respondent shall propose the terms of this provision as part of its Proposal.

If the City determines that an advertisement has been posted that does not comply with the provisions of any part of this RFP, the Contractor shall remove the advertisement from the kiosk.

The Successful Respondent shall be responsible for soliciting advertisements and managing the entire process of procuring and installing advertisements, except for portions of the process requiring approvals from the City or other stakeholders.

3.7 Usage of Data

The Successful Respondent will provide the City with a detailed agreement (“data usage agreement”) describing how the Successful Respondent shall use or retain any data collected by the kiosk or any associated technology.

The Successful Respondent will provide a data usage agreement which allows the City to access, copy, commercialize and analyze data collected by the kiosk. The usage of kiosks to personally identify users, as well as the storage of personally identifiable data, shall be strictly prohibited. The Successful Respondent may not use personally identifiable or demographic data collected through kiosks to target advertising or sell advertising space, including but not limited to the use of video captured by the kiosk or the collection of browsing habits over Wi-Fi. The Successful Respondent may use anonymized traffic and volume data, such as aggregate pedestrian counts or internet usage volume, for the purpose of selling advertising space. The sale or sharing of data collected by kiosks with third parties, except for the provision of kiosk advertisements, is prohibited.

The City has an interest in protecting the security and privacy of its residents, and will consider the degree of protection offered by the data usage agreement in its decision.

3.8 Indemnification

The Successful Respondent shall indemnify, defend and hold harmless the City from and against all claims, damages, losses and expenses, arising out of or resulting from any conduct or activity contemplated within this Agreement attributable to the Successful Respondent, including construction, maintenance, advertisement and subsequent use, provided that any such claim, damage, loss or expense which results in bodily injury, sickness, disease or death or to injury or to destruction of tangible or intangible property, including the loss of the use resulting therefore which was caused in whole or in part by any negligent act of commission or omission by the Successful Respondent or its contractor, subcontractor or anyone directly or indirectly employed by any of them, or anyone whose acts, any of them might be liable for, shall render the Successful Respondent responsible.

3.9 Insurance Requirements

The Respondent shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General Liability, Automobile Liability and Professional Liability and shall be subject to approval by the City's Risk Manager for adequacy of protection. Certificates of such insurance, naming the City as and additional insured when possible, shall be provided to the City prior to the commencement of work or any other activities under this RFP. Insurance requirements are as follows:

- Comprehensive General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate; including Advertising Liability, 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 \$2,000,000 per occurrence and in aggregate.
- Cyber Liability in the amount of \$2,000,000 each incident and in aggregate.
- Umbrella policy in the amount of \$2 million above the General Liability, Automobile Liability, and Employer's Liability.

SECTION 4: WRITTEN PROPOSAL FORMAT

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

4.1 Mandatory content

Each proposal submitted must contain the thirteen (13) sections described below:

- Title Page
- Table of Contents
- Executive Summary
- Background
- Scope of Services
- Organization
- City Responsibilities
- Staffing
- Assumptions
- Advertising Revenue and Proposal Amount
- Project plan and timeline
- References
- Appendices/other

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

4.2 Title Page

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

4.3 Table of Contents

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

4.4 Executive Summary

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

4.5 Background

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

- a. Financial, identification of the parent company, services, organization and company goals
- b. Copy of the company's Annual Report including auditor's report including financial statements of owners/principles for the last three (3) years
- c. Organizational chart

- d. Brief biography of those involved in the management of the company
- e. Copy of licenses issued by State, as required
- f. Evidence of experience, capability and financial responsibility for operating kiosks and similar solutions.
- g. Public sector experience (if any)

4.6 Scope

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

4.7 Organization

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

4.8 City Responsibilities

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

4.9 Assumptions

In this section, Respondents should state any assumptions being made relating to any part of the Proposal.

4.10 Advertising Revenue and Proposal Amount

Respondents are required to indicate the projected amount of advertising revenue per kiosk and citywide, along with the percentage of commission to be shared with the City. Respondents are required to complete a Proposal Amount form (see section 8).

4.11 Project Plan and Timeline

Respondents should provide a detailed project plan and timeline for installation of kiosks as well as maintenance and other repairs.

4.12 References

Respondents should provide a list of two or more references from locations of successful kiosk installations. Each reference should include:

- Municipality, Agency, or Company
- Contact name/Contact title/Contact phone number and/or e-mail address
- Summary of contract or relationship terms
- Contract or relationship timeframe

4.13 Appendices/other

Respondents should provide in this section any additional information the Respondent feels is necessary to support the Proposal.

SECTION 5: PROPOSAL SUBMISSION REQUIREMENTS

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

5.1 Number of copies

Respondents must submit 3 copies of their proposals:

- Signed original (full)
- Copy of full original (unbound for scanning and distribution)
- Redacted (unbound for scanning and distribution per OPRA, if applicable)

Review Item 2.10 for guidelines on NJ's Open Public Records Act (OPRA) and proprietary information. If proposal contains no proprietary information, it is not necessary to submit redacted copy.

5.2 Proposal media

Proposals forwarded by facsimile or e-mail will not be accepted, however Respondents may alternately submit one signed original (paper) and softcopy versions of original and redacted on CD or flash drive.

Please note that the City will not be responsible for softcopy files which cannot be opened, and that this may be grounds for rejection.

5.3 Proposal format

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

The required format is detailed in Section 4.

The City is not under any obligation to search for clarification through additional or unformatted information submitted as a supplement to the formatted response.

Where a Proposal contains conflicting information, the City at its option may either request clarification or may consider the information unresponsive.

5.4 Proposal length

The exact presentation and layout of Proposals is up to the discretion of the Respondent, however a maximum length of 20 pages (excluding required forms) is strongly suggested.

5.5 Submission deadline

Proposals must be submitted to, and be received by the City, via mail or by hand-delivery before 11:00 a.m. prevailing time on December 07, 2017. Proposals may be submitted in person, may be sent by U.S. Certified Mail (return receipt requested), or may be sent by private courier service.

SECTION 6: EVALUATION

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

6.1 Evaluation Methodology

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

6.2 Evaluation Criteria

There will be six (6) broad categories including twenty six (26) 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. Criteria are listed below:

REQUIRED FORMAT (13 pts; 1 each)
Title page
Table of contents
Executive summary
Background
Scope of Services
Organization
City Responsibilities
Staffing
Assumptions
Advertising Revenue and Proposal Amount
Project plan and timeline
References
Appendices/other
PRIOR EXPERIENCE AND REFERENCES (7 pts)
See section 4.12.
SPECIFICATIONS OF KIOSKS (40 pts; 10 each)
(See section 3.)
Kiosk design
Required services
Proposed locations
Additional services and data usage agreement
PROPOSAL AMOUNT (20 pts)
See section 8.
PROJECT PLAN, TIMELINE, MAINTENANCE (15 pts; 5 pts each)
Project Plan
Timeline
Maintenance
DIVERSITY AND EEO (5 pts)
Diversity and EEO

6.3 Final Evaluation

The City will select the most advantageous Proposal based on the all of the evaluation factors set forth in this RFP, and award a contract in the best interest of the City. The Respondent whose Proposal has the highest average rank across all evaluators (combining total points across all evaluators) will be selected as the Successful Respondent. The maximum score for the written Proposal will be 100 points. Each Proposal must satisfy the objectives and requirements detailed in this RFP. The City will prepare a report listing all Respondents who submitted Proposals, summarizing the proposals of each Respondent, ranking them in order of evaluation, and recommending the selection of a Respondent, indicating the reasons why the Respondent was selected, and detailing the terms, conditions, scope of services, fees and other matters to be incorporated into the Contract.

6.4 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. (Competitive Contracting Law and Regulations). The Municipal Council will vote to accept the proposal of a Respondent within 60 days of the receipt of Proposals, except that the Proposals of any Respondents who consent thereto, may, at the request of the City, and consent of Respondent, be held for consideration for such longer period as may be agreed.

6.5 Executing Contract/Liquidated Damages

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

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

SECTION 7: GENERAL TERMS AND CONDITIONS

7.1 The Successful Respondent should present a full-scale model of each type or design of kiosks to the City for inspection and approval prior to installation within the City. The kiosks are to be installed as per a plan to be developed by the Contractor and City within 90 days of Contract start. Kiosks must be installed within 60 days of approval of kiosk locations. This Contract will be awarded for a term of three (3) years ("Base Term"). The City shall have the option to renew the Contract for two (2) additional one (1) year terms for a total possible contract term of five (5) years. Contract renewals shall be based on the same terms and conditions of the Base Term contract. Upon the expiration of the Contract, the City reserves the right to have the Contractor, at no expense to the City, remove the kiosks from the designated locations and repair any damages, holes, crevices, and/or cracks in the sidewalks immediately adjacent to and surrounding the kiosks.

7.2 The Successful Respondent will replace or repair a kiosk if it is deemed necessary by the City, as noted in section 3 of this RFP.

7.3 The Successful Respondent shall be subject to any and all other applicable federal, state, and local laws and regulations related to its operations and shall fulfill said requirements prior to commencing operations.

7.4 The Successful Respondent must cooperate with City officials if directed to move a kiosk for emergencies or other unanticipated circumstances.

7.5 The Successful Respondent is required to pay its own expenses in connection with the negotiation, preparation, and implementation of the construction of kiosks.

7.6 Materials used to construct and repair kiosks shall be fireproof, waterproof, and generally resistant to graffiti and other damage from daily usage.

7.7 Affirmative Action requirements

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

Goods and Services (including professional services) Successful Respondent 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 Successful Respondent is operating under an existing Federally approved or sanctioned affirmative action programs (good for one year from the date of the letter); or
- b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the Successful Respondent, in accordance with N.J.A.C. 17:27-4.

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

Jeana Abuan, Supervising Administrative Analyst, Public Agency Compliance Officer
Department of Administration/Office of Tax Abatement & Compliance
13 Linden Avenue East, Jersey City NJ 07305
Tel.# 201-547-4538
E-mail Address: abuanj@icnj.org

7.8 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 a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.).

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

7.9 Termination for Cause or Convenience

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

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

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

- a) The Contractor is adjudged bankrupt or makes an assignment for the benefits of creditors.
- b) The Contractor fails to or refuses to obey laws, ordinances, regulations and such orders as given by the Business Administrator or his authorized designee with respect to the Contract.
- c) The Contractor fails to make prompt payment to persons supplying labor or materials for the work.
- d) The City suffers a property loss due to the Contractor's negligence in performing the Contract.

SECTION 8: PROPOSAL AMOUNT

Each Proposal must include a cost quotation in the format below. All quotations must be typewritten or written in ink.

The Contract will be an open-end contract. The Contractor will be required to install a minimum of fourteen (14) kiosks and a maximum of fifty (50). Kiosks at various locations to be agreed upon by the City and the Contractor.

	<u>Individual Kiosk</u>	<u>Total Citywide Estimate*</u>
Advertising Revenue, gross (\$)		
Percentage of gross advertising revenue to be paid to the City per kiosk		

**based on the number of proposed kiosks*

SECTION 9: REQUIRED ADMINISTRATIVE FORMS

CITY OF JERSEY CITY PROJECT: **Networked Public Information Kiosks**

VENDOR: _____

VENDOR'S CHECKLIST

Item	Vendor Initials	Administration Review
A. Proposal*		
B. Non-Collusion Affidavit properly notarized		
C. Statement of Ownership Disclosure		
E. Mandatory Affirmative Action Language		
F. Americans with Disabilities Act		
G. MWBE Questionnaire		
H. Employee Information Report or Form AA302 or Letter of Federal Approval		
I. Business Registration Certificate		
J. Acknowledgment of Receipt of Addenda*		
K. Original signature(s) on all required forms.		
L. Disclosure of Investment Activities in Iran		

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

CITY OF JERSEY CITY

PROJECT: Networked Public Information Kiosks

(an individual)

The undersigned is (a corporation) under the laws

(a partnership)

of the State of _____ having offices

at _____ and submits this proposal in

response to the City's RFP.

Signed: _____

Name: _____

Title: _____

Company: _____

Address: _____

**CITY OF JERSEY CITY ADDENDUM
ACKNOWLEDGEMENT FORM REQUEST
FOR PROPOSALS FOR
NETWORKED PUBLIC INFORMATION KIOSKS**

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

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

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

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Name of Vendor: _____

Street Address: _____

City, State, Zip: _____

Authorized Signature: _____

Date: _____

LETTER OF QUALIFICATION

Note: To be typed on Respondent's letterhead. No modifications may be made to this letter.

Date:

City of Jersey City
Jersey City Municipal Services Complex
13 Linden Avenue East, Suite 300
Jersey City, New Jersey 07305-4726

The undersigned have reviewed our Qualification Statement submitted in response to the Request for Proposal (RFP) issued by the City of Jersey City.

We affirm that the contents in our proposal is accurate, factual and complete to the best of our knowledge and is submitted in good faith upon express understanding that any false statement may result in the disqualification of (Name of Respondent).

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

Type Respondent Name and Title

Type Name of Company

Signature of Respondent

Date

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Hudson
I Am:
Term Of:

Upon My Oath, I Depose and Say:

1. That I executed the said proposal with full authority so to do;
2. That this proposer has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of fair and open competition in connection with this engagement;
3. 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 engagement; and
4. That no person or selling agency has been employed to solicit or secure this engagement agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial selling agencies of the proposer (N.J.S.A.52:34-25).

Subscribed and Sworn to:

Before me this _____ Day

of _____ 20_____

(Type or Print Name Affiant under Signature)

Notary Public

My Commission Expires: _____, 20_____

BUSINESS REGISTRATION LANGUAGE AND SAMPLE BRC

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

MANDATORY BUSINESS REGISTRATION LANGUAGE

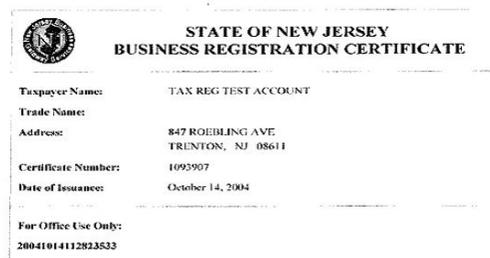
P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the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

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

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

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

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



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 *<name of contracting unit>* 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 *<type of contracting unit>* to notify the *<type of contracting unit>* 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 *<type of contracting unit>* to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		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 Officer, P.A.C.O.
Department of Administration
Office of Tax Abatement & Compliance
13-15 Linden Avenue East
Jersey City NJ 07305
Tel. # 201-547-4538
E-Mail Address: abuanj@jcnj.org

(REVISED 4/13)

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print): _____

Representative's Signature: _____

Name of Company: _____

Tel. No.: _____

Date: _____

Sample Letter of Federally Approved Affirmative Action Plan

U.S. Department of Labor

Employment Standards Administration
Office of Federal Contract
Compliance Program



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

February 27, 19__

Reply to the attention of:

President

Dear

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

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

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

Sincerely,

Area Office Director



State of New Jersey

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

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

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

ISSUANCE OF CERTIFICATE OF EMPLOYEE INFORMATION REPORT

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

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

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

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

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

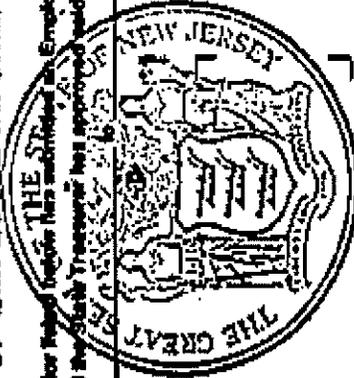
Sample Certificate of Employee Information Report

VOID

Certification _____

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor listed 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 _____



State Treasurer

VOID

Sample Employee Information Report Form AA302

Form AA302
Rev. 11/11

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

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: <http://www.state.nj.us/treasury/contract/compliance/eo/pdf/aa302ins.pdf>

SECTION A - COMPANY IDENTIFICATION

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

4. COMPANY NAME _____

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

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

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

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

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

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

Official Use Only

DATE RECEIVED _____ NAUG. DATE _____ ASSIGNED CERTIFICATION NUMBER _____

SECTION B - EMPLOYMENT DATA

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

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

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

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

SECTION C - SIGNATURE AND IDENTIFICATION

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

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

Sample Employee Information Report Form AA302

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

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

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

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

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

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

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

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

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

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

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

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

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

Racial/Ethnic Groups will be defined:

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

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

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

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

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

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

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

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

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

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

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

TYPE OR PRINT IN SHARP BALL POINT PEN

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

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

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

Sample Duplicate Certificate of Employee Information Report Request

Form Duplicate Cert.
Rev. 11/11

Print Form



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

DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

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

SECTION A - COMPANY IDENTIFICATION

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

3. COMPANY NAME

4. STREET CITY COUNTY STATE ZIP CODE

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

SECTION B - SIGNATURE AND IDENTIFICATION

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

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

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE:	DIVISION OF REVENUE DLN #:

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

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

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

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

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

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

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

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

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

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

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

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



State of New Jersey

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

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

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

RENEWAL NOTICE

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

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

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

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

(AA-02 Rev. Mar-10)

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

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

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

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

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

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

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

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

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

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

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

ITEM 10 - Not Applicable.

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

Racial/Ethnic Groups will be defined:

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

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

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

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

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

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

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

ITEM 14 - Not Applicable.

ITEM 15 - Not Applicable.

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

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

TYPE OR PRINT IN SHARP BALL POINT PEN

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

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

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
Division of Public Contracts Equal Employment Opportunity Compliance

DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

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

SECTION A - COMPANY IDENTIFICATION

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

3. COMPANY NAME

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

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

SECTION B - SIGNATURE AND IDENTIFICATION

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

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE:	DIVISION OF REVENUE DLN #:
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INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

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

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

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

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

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

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

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

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

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

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

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

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

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

Street _____ City _____ County _____ State _____ Zip Code _____

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

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

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

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.

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

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

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

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

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

Representative's Name/Title Print: _____
Representative's Signature: _____
Name of Company: _____
Tel. No.: _____ Date: _____

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

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

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

Business Name : _____

Address : _____

Telephone No. : _____

Contact Name : _____

Please check applicable category :

_____ Minority Owned Business (MBE)

_____ Minority & Woman Owned
Business (MWBE)

_____ Woman Owned business (WBE)

_____ Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

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

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

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

Business Name: _____

Address: _____

Telephone No. : _____

Contact Name: _____

Please check applicable category:

_____ Minority Owned Business (MBE)

_____ Minority & Woman Owned
Business (MWBE)

_____ Woman Owned business (WBE)

_____ Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

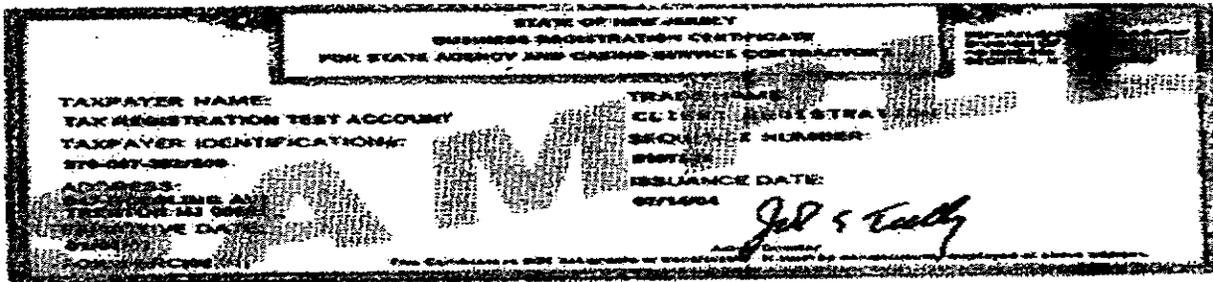
“New Jersey Business Registration Requirements” For Goods, Professional Service and General Service Contracts

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

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

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

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



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	247 ROBINSON AVE. TRINTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	28041014112823523

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

COMPANY NAME:

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 box below.

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

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: _____