

# **CITY OF JERSEY CITY**

## **REQUEST FOR QUALIFICATIONS**

**BOND COUNSEL SERVICES**

**Contract Term: September 10, 2015 – September 9, 2016**

### **SUBMISSION DEADLINE**

**4:00 P.M.**

**September 4, 2015**

**ADDRESS ALL QUALIFICATION STATEMENTS TO:**

**Peter Folgado  
Purchasing Agent  
Division of Purchasing  
394 Central Avenue, 2<sup>nd</sup> Floor  
Jersey City, New Jersey 07307**

**GENERAL INFORMATION & SUMMARY**

**ORGANIZATION REQUESTING STATEMENT OF QUALIFICATION**

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

**CONTACT PERSON**

John McKinney  
Assistant Corporation Counsel  
City Hall  
280 Grove Street  
Jersey City, New Jersey 07302  
201-547-5179

**PURPOSE OF REQUEST**

The City of Jersey City (City) is requesting qualification statements from qualified individuals to provide Bond Counsel Services. Qualification Statements will be evaluated in accordance with the criteria set forth in this Request for Qualifications (RFQ). Using this RFQ, the City of Jersey City intends to establish a pool of attorneys who will be available to provide legal services as needed during the contract term. One or more individuals/firms may be selected to provide services. If selected, the governing body will approve a resolution awarding a contract to the attorney.

Bond Counsel shall be a licensed attorney at law of New Jersey. Bond Counsel performs and provides legal advice with regard to the following activities: the preparation of Bond Ordinances and the review of the adoption proceedings; the preparation and review of public finance resolutions, the preparation and issuance of Bond Anticipation, Special Emergency, and Tax Anticipation Notes and the preparation and issuance of General Obligation Bonds. In addition, Bond Counsel is responsible for the preparation and/or review of any Preliminary Official Statement and Official Statement of the City. Bond Counsel is also responsible for the preparation and/or review of any application to the Local Finance Board, and attendance at any related meetings of the Board.

As to the compensation for these services: For services rendered in connection with issuance of temporary and/or permanent obligations, Bond Counsel will receive a transactional fee. Please include in the response the proposed base fee for each type of transaction, as well as any additional increment which may apply in relationship to the par amount of the obligations.

Services rendered that do not result in the issuance of temporary and/or permanent obligations shall be compensated on an hourly basis. Please set forth the cost details in the response, including the hourly rates of each of the individuals who will perform services and time estimates for each

individual, all expenses and the total cost of a “not to exceed” amount.

### **PERIOD OF QUALIFICATION**

September 10, 2015 to September 9, 2016.

### **CONTRACT FORM**

If selected to provide services, the successful Respondent shall be required to execute a form contract, which includes indemnification, insurance, termination and licensing provisions. A complete copy of a draft City contract is available upon request.

It is also agreed and understood that the acceptance of the final payment 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.

### **GLOSSARY**

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

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

"Qualification Statement"- refers to the complete responses to this RFQ submitted by the Respondents.

"Qualified Respondent" - refers to those Respondents who (in the sole judgment of the City) have satisfied the qualification criteria set forth in this RFQ.

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

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

"Period of Qualification" – refers to the period (September 10, 2015 – September 9, 2016) during which a successful Respondent will remain eligible for services under the terms of this RFQ.

## SECTION 1

### INTRODUCTION AND GENERAL INFORMATION

#### **1.1. Introduction and Purpose.**

The City is soliciting Qualification Statements from interested persons and/or firms for the provision of services, as more particularly described herein. Through the RFQ process described herein, persons and/or firms interested in assisting the City with the provision of such services must prepare and submit a Qualification Statement in accordance with the procedure and schedule in this RFQ. The City will review Qualification Statements only from those persons and/or firms that submit a Qualification Statement which includes all information required to be included as described herein (in the sole judgment of the City).

The City intends to qualify person(s) and/or firm(s) that:

- a. possess the professional, financial and administrative capabilities to provide the proposed services; and
- b. will agree to work under the compensation terms and conditions determined by the City to provide the greatest benefit to the taxpayers of the City.

#### **1.2. Procurement Process and Schedule.**

The selection of Qualified Respondents is subject to the “New Jersey Local Unit Pay-to-Play” Law, N.J.S.A. 19:44A-20.4 et seq. and Jersey City’s “Contractor Pay-to-Play Reform” Ordinance 08-128 adopted on September 3, 2008. The City has structured a procurement process that seeks to obtain the desired results described above, while establishing a competitive process to assure that each person and/or firm is provided an equal opportunity to submit a Qualification Statement in response to the RFQ. Qualification Statements will be evaluated in accordance with the criteria set forth in Section 5 of this RFQ, which will be applied in the same manner to each Qualification Statement received.

Qualification Statements will be reviewed and evaluated by the City’s Corporation Counsel. The Qualification Statements will be reviewed to determine if the Respondent has met the minimum professional, administrative and financial requirements. Based upon the totality of the information contained in the Qualification Statement, including information about the reputation and experience of each Respondent, Corporation Counsel will determine which Respondents are qualified (professionally, administratively and financially) to provide the services.

The RFQ process commences with the issuance of this RFQ. The steps involved in the process and the anticipated completion dates are set forth in Table 1, Procurement Schedule. The City reserves the right to, among other things, amend, modify or alter the Procurement Schedule upon

notice to all potential Respondents.

All communications concerning this RFQ or the RFQ process shall be directed to the City's Designated Contact Person, in writing. Qualification Statements must be submitted to, and be received by the Purchasing Agent, via mail or hand delivery, by **4:00 p.m. prevailing time on September 4, 2015**. Qualification Statements will **not** be accepted by facsimile transmission or e-mail. Qualification Statements shall be opened in public in the Division of Purchasing Conference Room, located at 394 Central Avenue, 2<sup>nd</sup> Floor, Jersey City, New Jersey.

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

### **TABLE 1**

#### **ANTICIPATED PROCUREMENT SCHEDULE**

<b>ACTIVITY</b>	<b>DATE</b>
1. Issuance of Request for Qualifications	August 26, 2015
2. Receipt of Qualification Statements	September 4, 2015
3. Designation of Qualified Respondents	September 9, 2015

#### **1.3 Conditions Applicable to RFQ.**

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

1. This document is an RFQ and does not constitute a Request for Proposals (RFP).
2. This RFQ does not commit the City to issue an RFP.
3. All costs incurred by the Respondent in connection with responding to this RFQ shall be borne solely by the Respondent.
4. The City reserves the right (in its sole judgment) to reject for any reason any and all responses and components thereof and to eliminate any and all Respondents responding to this RFQ from further consideration for this procurement.
5. The City reserves the right (in its sole judgment) to reject any Respondent that

submits incomplete responses to this RFQ, or a Qualification Statement that is not responsive to the requirements of this RFQ.

6. The City reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFQ, or otherwise request additional information.

7. All Qualification Statements shall become the property of the City and will not be returned.

8. All Qualification Statements will be made available to the public at the appropriate time, as determined by the City (in the exercise of its sole discretion) in accordance with law.

9. The City may request Respondents to send representatives to the City for interviews.

10. Any and all Qualification Statements not received by the City by 4:00 p.m. prevailing time on September 4, 2015 will be rejected.

11. Neither the City nor its officers, officials or employees shall be liable for any claims or damages resulting from the solicitation or preparation of the Qualification Statement, nor will there be any reimbursement to Respondents for the cost of preparing and submitting a Qualification Statement or for participating in this procurement process.

#### **1.4. Rights of City.**

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

1. To determine that any Qualification Statement received complies or fails to comply with the terms of this RFQ.

2. To supplement, amend or otherwise modify the RFQ through issuance of addenda to all prospective Respondents who have received a copy of this RFQ.

3. To waive any technical non-conformance with the terms of this RFQ.

4. To change or alter the schedule for any events called for in this RFQ upon the issuance of notice to all prospective Respondents who have received a copy of this RFQ.

5. 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 Qualification Statement and to request additional information to support the information included in any Qualification Statement.

6. To suspend or terminate the procurement process described in this RFQ 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.

7. The City shall be under no obligation to complete all or any portion of the procurement process described in this RFQ.

#### **1.5 Addenda or Amendments to RFQ.**

During the period provided for the preparation of responses to the RFQ, 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 RFQ. All responses to the RFQ shall be prepared with full consideration of the addenda issued prior to the Qualification Statement submission date.

#### **1.6 Cost of Qualification Statement Preparation.**

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

#### **1.7 Qualification Statement Format.**

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

## **SECTION 2**

### **SCOPE OF SERVICES**

It is the intent of the City to solicit Qualification Statements from Respondents that have expertise in the provision of services as described below. Respondents must demonstrate that they will have the continuing capabilities to perform these services.

The Law Department of the City of Jersey City is seeking legal support from a law firm with substantial experience in Bond Counsel Law Services. Bond Counsel Services will have a close working relationship with the Law Department, the Department of Administration, and the City's Chief Financial Officer. Bond Counsel Services shall include, but not be limited to:

1. On an as needed basis, prepares, reviews and opines on bond ordinances related to capital projects;

2. Assists in reviews and updates of official statements associated with debt issuances;
3. Attends bid openings and assists in analyzing bids to determine final award;
4. Assists in relationship management with rating agencies;
5. Provides advice on legal and financial matters to ensure City's fiscal strength;
6. Provides legal opinions on sale of bonds and notes; and
7. Attends meetings when requested.

Counsel may also be called upon to provide other types of legal services of a specialized nature.

### **SECTION 3**

#### **SUBMISSION REQUIREMENTS**

##### **3.1 General Qualifications**

The Qualification Statement submitted by the Respondent must meet or exceed the professional, administrative and financial qualifications set forth in this Section 3 and shall incorporate the information requested below.

In addition to the information required as described below, a Respondent may submit supplemental information that it feels may be useful in evaluating its Qualification Statement. Respondents are encouraged to be clear, factual, and concise in their presentation of information.

##### **3.2 Administrative Information Requirements.**

The Respondent shall, as part of its Qualification Statement, provide the following information:

1. An executive summary (not to exceed two (2) pages) of the information contained in all the other parts of the Qualification Statement.
2. An executed Letter of Qualification.
3. Name, address and telephone number of the Respondent submitting a Qualification Statement pursuant to this RFQ, and the name of the key contact person.
4. A description of the business organization (i.e., corporation, partnership, joint venture, etc.) of each Respondent, its ownership and its organizational structure.

a. Provide the names and business addresses of all Principals of the Respondent submitting the Qualification Statement. For purposes of this RFQ, "Principals" means persons possessing an ownership interest in the Respondent. If the Respondent is a corporation, "Principals" shall include each investor who has any operational control over the Respondent, and every stockholder having an ownership interest of 10% or more in the firm.

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

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

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

5. The number of years Respondent has been in business under the present name.

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

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

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

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

10. An executed letter of intent.

### **3.3 Professional Information Requirements.**

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

a. Description and scope of work by Respondent.

b. Name, address and contact information of Respondent's references.

- c. Explanation of perceived relevance of the experience to the RFQ.
2. Brief description of Respondent's relevant clients, including municipal government clients, during the last three (3) years.
3. Resumes of key employees.
4. A narrative statement of the Respondent's understanding of the City's needs and goals.
5. List all immediate relatives of Principal(s) of Respondent who are City employees or elected officials of the City. For purposes of the above, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild and in-laws.
6. Limits of Malpractice insurance coverage.
7. A listing of all other engagements where services of the types being proposed were provided in the past five (5) years. This should include other municipal governments and other levels of government. Contact information for the recipients of the similar services must be provided. The City may obtain references from any of the parties listed.
8. Respondents must demonstrate a proven record of cases tried before the Federal District Court for the District of New Jersey and/or demonstrate a proven record of cases tried or argued at the trial level and in the Appellate Divisions of the Superior Court of New Jersey.
9. Respondents must list all cases where they represented the City or in which they sued the City or in which they represented a client that sued the City.

#### **SECTION 4**

#### **INSTRUCTION TO RESPONDENTS**

##### **Submission of Qualification Statements.**

Respondents must submit an original and two (2) copies of their Qualification Statement to the City's Purchasing Agent:

Qualification Statements must be received by the City no later than 4 p.m. prevailing time on September 4, 2015, and must be mailed or hand-delivered. Qualification Statements forwarded by facsimile or e-mail will **not** be accepted.

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

## SECTION 5

### EVALUATION

The City's objective in soliciting Qualification Statements 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 Qualification Statements only from Respondents that, in the City's sole judgment, have demonstrated the capability and willingness to provide high quality services to the citizens of the City in the manner described in this RFQ.

Qualification statements will be evaluated by the City and Qualified Respondents will be selected based on the evaluation factors set forth below:

1. Experience and reputation in the field;
2. Knowledge of the City's Law Department;
3. Availability to accommodate the required meetings of the City;
4. Experience in the areas of law described in Section 2 of this RFQ;
5. Pertinent government experience;
6. Commitment to Equal Opportunity, Affirmative Action and Diversity Programs; Support of, and utilization of Minority and Women Owned Business Enterprises (MBE/WBE), and/or Local Owned Business Enterprises (LBE) consistent with the established Federal, State and City's Policies; and
7. Other factors demonstrated to be in the best interests of the City.

Each Qualification Statement must satisfy the objectives and requirements detailed in this RFQ. The City will select the most advantageous Qualification Statements based on all of the evaluation factors set forth in this RFQ. Successful Respondents shall be determined by an evaluation of the total content of the Qualification Statement submitted. The City reserves the right to:

1. not select any of the Qualification Statements;
2. award a contract for the requested services at any time within the qualification period. Every Qualification Statement should be valid through this time period.

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

## SECTION 6

### GENERAL TERMS AND CONDITIONS

1. The City reserves the right to reject any or all Qualification Statements, if necessary, or to waive any informalities in the Qualification Statements, and, unless otherwise specified by the Respondent, to accept any item, items or services in the Qualification statement should it be deemed in the best interest of the City to do so.
2. Each Qualification Statement must be signed by the person authorized to do so.
3. Qualification Statements may be hand delivered or mailed consistent with the provisions of the legal notice to Respondents. In the case of mailed Qualification Statements, the City assumes no responsibility for Qualification Statements received after the designated date and time and will return late Qualification Statements unopened. Qualification Statements will not be accepted by facsimile or e-mail.
4. In accordance with Affirmative Action Law, P.L. 1975/ c. 127 (N.J.A.C. 17:27) with implementation of July 10, 1978, successful Respondents must agree to submit individual employer certifications and numbers or complete Affirmative Action employee information report (form AA-302). Also, during the performance of this contract, the contractor agrees as follows: (a) The contractor or subcontractor where applicable, will not discriminate against any employee because of age, race, creed, color, national origin, ancestry, marital status or affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and section for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause: (b) 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, sex or handicap; (c) the contractor or subcontractor, where applicable, will sent to each labor union or

representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice; (d) the contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the treasurer pursuant to the P.L. 1975, c. 127, as amended and supplemented from time to time.

5. No Respondent shall influence, or attempt to influence, or cause to be influenced, any City officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

6. No Respondent shall cause or influence, or attempt to cause or influence, any City officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the respondents or any other person.

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

8. The City shall not be responsible for any expenditure of monies or other expenses incurred by the Respondent in making its Qualification Statement.

9. The award of a contract will be subject to Jersey City's "Contractor Pay-to-Play Reform" Ordinance 08-128 adopted on Sept. 3, 2008.

10. Pursuant to N.J.S.A. 52:32-44, Respondents should submit a copy of their Business Registration Certificate with their Qualification Statement.

**END OF GENERAL INSTRUCTIONS**

**REQUIRED ADMINISTRATIVE FORMS**

**Please place the checklist and the required forms which follow at the front of your packet to facilitate the review of your submission.**

**CITY OF JERSEY CITY**

**PROJECT:** Bond Counsel Services

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

**RESPONDENT’S CHECKLIST**

Item	Respondent Initials	AA/EEO Review
A. Non-Collusion Affidavit properly notarized		
B. Public Disclosure Statement		
C. Mandatory Affirmative Action Language		
D. Affirmative Action Compliance Notice		
E. Employee Information Report		
F. Americans with Disabilities Act		
G. MWBE Questionnaire (2 Copies)		
H. Business Registration Certificate		
I. Letter of Qualification		
J. Letter of Intent		
K. Price Proposal		
L. Certification of Compliance (Ord. 08-128)		
M. Original signature(s) on all required forms.		

**Item A. Non-Collusion Affidavit**

STATE OF NEW JERSEY  
CITY OF JERSEY CITY ss:

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

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

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

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

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

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

\_\_\_\_\_  
(TYPE OR PRINT NAME OF  
AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20\_\_\_\_\_ .

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

**Item B. Public Disclosure Information**

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

**PLEASE UTILIZE SEPARATE SHEET WITH HEADINGS IF NECESSARY**

**STOCKHOLDERS:**

Name	Address	% Owned

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

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

SUBSCRIBED  
AND SWORN TO  
BEFORE ME THIS DAY OF \_\_\_\_\_, 2015  
(TYPE OR PRINT NAME OF  
AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20\_\_\_\_.

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

**Item C. Mandatory Affirmative Action Language**

**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 EEO/AA  
280 Grove Street Room-103  
Jersey City NJ 07302  
Tel. # 201-547-4533  
Fax# 201-547-5088  
E-Mail Address: [abuanj@jcnj.org](mailto:abuanj@jcnj.org)

(REVISED 4/13)

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

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

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

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

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

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

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

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

**EXHIBIT A (Continuation)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

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

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

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

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

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

Item D. Affirmative Action Compliance Notice

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

## Item E. Employee Information Report



### 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.

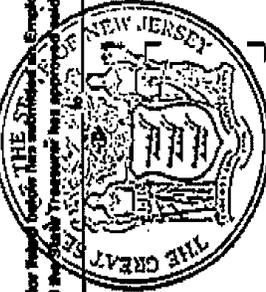
Enclosure(s) (AA-01 Rev. 11/11)

# Sample Certificate of Employee Information Report

**VOID**

Certification \_\_\_\_\_  
**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

This is to certify that the contractor listed herein has provided an Employee Information Report pursuant to N.J.A.C. 17:27-1.7 at sea, 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/divisionofpurchaseandproperty/eo/ndp/aa302.htm>**

**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 AWARDSING CONTRACT \_\_\_\_\_ CITY \_\_\_\_\_ COUNTY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

**Official Use Only** DATE RECEIVED \_\_\_\_\_ NAUCI 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-MHN	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON-MEN	
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) \_\_\_\_\_

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

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

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

**SECTION C - SIGNATURE AND IDENTIFICATION**

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

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

# 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 7, enter the number of establishments within the State of New Jersey.

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

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

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

Racial/Ethnic Groups will be defined:

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

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

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

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

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

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

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

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

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

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

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

### TYPE OR PRINT IN SHARP BALL POINT PEN

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

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

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

# Sample Duplicate Certificate of Employee Information Report Request

Form Duplicate Cert.  
Rev. 11/11

Print Form



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

## DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

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

### SECTION A - COMPANY IDENTIFICATION

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

3. COMPANY NAME

4. STREET CITY COUNTY STATE ZIP CODE

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

### SECTION B - SIGNATURE AND IDENTIFICATION

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

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

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

### SECTION C - OFFICIAL USE ONLY

RECEIVED DATE:	DIVISION OF REVENUE DLN # :

### INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

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

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

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

Trenton, New Jersey 08625-0206 Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

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



## State of New Jersey

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

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

ANDREW P. SIDAMON-ERISTOFF  
*State Treasurer*

### RENEWAL NOTICE

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

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

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

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

(AA-02 Rev. Mar-10)

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

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

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

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

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

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

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

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

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

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

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

**ITEM 10** - Not Applicable.

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

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

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

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

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

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

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

SECTION B - SIGNATURE AND IDENTIFICATION

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

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

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

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE:	DIVISION OF REVENUE DLN #:

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

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

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

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

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

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

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

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

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

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

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

\*\*\*\*\*

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

CERTIFICATE NO. \_\_\_\_\_ DATES OF PAYROLL PERIOD USED: FROM \_\_\_\_\_ TO \_\_\_\_\_  
 NAME OF FACILITY: \_\_\_\_\_  
 NEW HIRES  PROMOTIONS  TRANSFERS  TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY)

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												
RAFTWORKERS												
OPERATIVES												
LABORERS												
SERVICE WORKERS												
TOTAL												

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

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

\*\*\*\*\*

## 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.

**Item F. Americans with Disabilities Act**

**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:

- |  |   |
|--|---|
| <input type="checkbox"/> Minority Owned Business (MBE) | <input type="checkbox"/> Minority & Woman Owned Business (MWBE) |
| <input type="checkbox"/> Woman Owned business (WBE)    | <input type="checkbox"/> 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**

## Item H. Business Registration Certificate

Revised 04/2013

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

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

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

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

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

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

TAXPAYER NAME: TAX REG TEST ACCOUNT  
TAXPAYER IDENTIFICATION: 1093907  
ADDRESS: 247 ROHLING AVE  
TRENTON, NJ 08611  
ISSUANCE DATE: October 14, 2004

TRADE NAME: J&L S. LADY  
CLIENT REGISTRATION NUMBER: 1093907

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT  
Trade Name:  
Address: 247 ROHLING AVE  
TRENTON, NJ 08611  
Certificate Number: 1093907  
Date of Issuance: October 14, 2004

For Office Use Only:  
20041014112823623

**Item I. Letter of Qualification**

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

**[Insert date]**

Attn: Peter Folgado  
Purchasing Director  
Division of Purchasing  
394 Central Avenue, 2nd Floor  
Jersey City, New Jersey 07307

Dear Mr. Folgado:

The undersigned have reviewed the Statement of Qualification submitted in response to the Request for Qualifications (RFQ) issued by the City of Jersey City (City), dated \_\_\_\_\_, in connection with the City's need for Bond Counsel Services.

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

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

\_\_\_\_\_  
Signature of Chief Executive Officer

Dated: \_\_\_\_\_

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Typed Name of Firm

\_\_\_\_\_  
Signature of Financial Officer

Dated: \_\_\_\_\_

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Typed Name of Firm

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

**Item J. Letter of Intent**

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

**[Insert Date]**

Attn: Peter Folgado  
Purchasing Director  
Division of Purchasing  
394 Central Avenue, 2nd Floor  
Jersey City, New Jersey 07307

Dear Mr. Folgado:

The undersigned, Respondent, has (have) submitted the attached Statement of Qualifications in response to the Request for Qualifications (RFQ), issued by the City of Jersey City (City), dated \_\_\_\_\_, in connection with the City's need for Bond Counsel Services.

\_\_\_\_\_ hereby states:  
Name of Respondent

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

5. (Name of Respondent) acknowledges and agrees that the City may modify, amend, suspend, and/or terminate the procurement process, in its sole judgment. In any case, the City shall not have any liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this RFQ.
  
6. (Name of Respondent) acknowledges that any contract executed with respect to the provision of Bond Counsel Services must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws.

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

\_\_\_\_\_  
Signature of Chief Executive Officer

Dated:

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Typed Name of Firm

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

**Item K. Price Proposal**

**Item L. Certification of Compliance (Ord. 08-128)**

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

**PART I - Vendor Affirmation**

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

**PART II - Signature and Attestation:**

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

Name of Business Entity:

Signed \_\_\_\_\_ Title:  
Print Name \_\_\_\_\_ Date:

Subscribed and sworn before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ .  
My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

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

City Clerk File No. Ord. 08-128

Agenda No. INITIATIVE PETITION 1st Reading

Agenda No. 4.A. 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 08-128

**TITLE:**

**An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)**

The Municipal Council of the City of Jersey City does hereby ordain:

WHEREAS, large political contributions from those seeking or performing contracts with a municipality raise reasonable concerns on the part of taxpayers and residents as to their trust in government and its business practices; and

WHEREAS, pursuant to N.J.S.A. 40:48-2, a municipality is authorized to adopt such ordinances, regulations, rules and by-laws as necessary and proper for good government, as well as the public health, safety and welfare; and

WHEREAS, pursuant to P.L.2005, c.271 (codified at N.J.S.A. 40A:11-51) a municipality is authorized to adopt by ordinance, measures limiting the awarding of public contracts to business entities that have made political contributions, and limiting the contributions that the recipient of such a contract can make during the term of a contract; and

WHEREAS, in the interest of good government, the people and the government of the City of Jersey City desire to establish a policy that will avoid the perception of improper influence in public contracting and local elections;

NOW, THEREFORE, BE IT RESOLVED, it shall be the policy of the City of Jersey City to create such a regulation which states that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City; and

BE IT ORDAINED by the City of Jersey City, in the County of Hudson, and State of New Jersey, as follows:

**DEFINITIONS**

As used in this ordinance:

- (a) "Campaign Committee" means (i) every candidate for City of Jersey City elective municipal office; (ii) every candidate committee established by or for the benefit of a candidate for City of Jersey City elective municipal office; (iii) every joint candidate committee established in whole or in part by or for the benefit of a candidate for City of Jersey City elective municipal office; (iv) every political party committee of the City of Jersey City; (v) every political party committee of the County of Hudson; and (vi) every political committee, continuing political committee, or other form of association or organization that regularly engages in the support of candidates for the City of Jersey City municipal or Hudson county elective offices or City of Jersey City municipal or Hudson county political parties or political party committees. The terms in the foregoing paragraph have the meaning prescribed in N.J.A.C. 19:25-1.7,

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

- (b) "Contribution" has the meaning prescribed in N.J.A.C. 19:25-1.7. By way of illustration, and not limitation, this definition includes pledges, loans, and in-kind contributions.
- (c) A "contract for professional or extraordinary services" means all contracts for "professional services" and "extraordinary unspecifiable services" as such term is used in N.J.S.A. 40A:11-5
- (d) For purposes of this Ordinance, a "Business Entity" whose contributions are regulated by this ordinance means: (i) an individual including the individual's spouse, and any child/children; (ii) a firm; corporation; professional corporation; partnership; limited liability company; organization; association; and any other manner and kind of business entity; (iii) any person who owns 10% or more of the equity or ownership or income interests in a person or entity as defined in sections (i) and (ii) above and their spouses and child/children; (iv) all partners or officers of such an entity, in the aggregate, and their spouses and child/children; (v) any person, subcontractor, subsidiary, corporation, firm, partnership, limited liability company, organization or association who has received or indefeasibly acquired the right to receive, from a person described in subparagraph (i) above, more than \$100,000.00 in compensation or income of any kind (including, by way of illustration, and not limitation: wages, salaries, sums paid to independent contractors, benefits, dividends, profit-sharing, pension contributions, deferred contributions, stock, stock options or gifts), in any twelve (12) month period prior to the award of, or during the term of, a contract subject to this ordinance; and (vi) all persons who are an "affiliate" of a Business Entity as defined in sections (i), (ii) and (v) above, as such term is used in 11 U.S.C. 101(2).

#### SECTION 1 - PROHIBITION ON AWARDING PUBLIC CONTRACTS TO CERTAIN CONTRIBUTORS

- (e) To the extent that it is not inconsistent with state or federal law, the City of Jersey City and any of its departments, instrumentalities or purchasing agents shall not enter into any agreement or otherwise contract to procure "professional services" as such term is defined at N.J.S.A. 40A:11-2(6) and used at N.J.S.A. 40A:11-5(1)(a)(i) and/or banking, insurance or other consulting service (hereinafter "Professional Services"), nor "extraordinary unspecified services" as such term is defined at N.J.S.A. 40A:11-2(7) and used at N.J.S.A. 40A:11-5(1)(a)(ii) and/or media, public relations, lobbying, parking garage management or other consulting and/or management service (hereinafter "Extraordinary Unspecified Services") from any Business Entity if such Business Entity has solicited or made any Contribution to (i) a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Jersey City or a holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Jersey City or Hudson County political committee or political party committee, or (iii) to any continuing political committee or political action committee that regularly engages in the support of Jersey City municipal or Hudson County elections and/or Jersey City municipal or Hudson County candidates, candidate committees, joint candidate committees, political committees, political parties, political party committees, (hereinafter "PAC"), in excess of the thresholds specified in subsection (g) within one calendar year immediately preceding the date of the contract or agreement.
- (f) No Business Entity who submits a proposal for, enters into negotiations for, or agrees to any contract or agreement with the City of Jersey City or any of its departments or instrumentalities, for the rendition of Professional Services or Extraordinary Unspecified Services shall knowingly solicit or make any Contribution, to (i) a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Jersey City, or a holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Jersey City or Hudson County political committee or political party committee, or (iii) any PAC between the time of first communication between that Business Entity and the municipality regarding a specific agreement for Professional Services or Extraordinary Unspecified Services, and the later of the termination of negotiations or rejection of any proposal, or the completion of the performance or specified time period of that contract or agreement.
- (g) The monetary thresholds of this Ordinance are: (i) a maximum of \$300 per calendar year each for any purpose to any candidate or candidate committee for mayor or governing body, or \$500 per calendar year to any joint candidates committee for mayor or governing body, or \$300 per calendar year to a political committee or political party committee of the City of Jersey City; (ii) \$500 maximum per calendar year to a Hudson County political committee or political party committee; and (iii) \$500 maximum per calendar year to any PAC. However, for each Business Entity party to a contract for Professional or Extraordinary Unspecified Services as defined in subparagraph (a), or engaged in negotiations for a contract defined in subparagraph (a), when such Business Entity's Contribution is aggregated with all "persons" defined in subparagraph (d)

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

of "Definitions" above, by virtue of their affiliation to that Business Entity party, a maximum of \$2,500 to all City of Jersey City candidates, candidate committees, joint candidate committees, and holders of public office having ultimate responsibility for the award of a contract, all City of Jersey City or Hudson County political committees and political party committees as described herein combined, without violating subsection (a) of this section.

- (h) For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contract shall be (i) the City of Jersey City Mayor or Governing body, if the contract requires approval or appropriation from the Mayor or Governing body, or (ii) the Mayor of the City of Jersey City, if the contract requires approval of the Mayor, or if a public officer who is responsible for the award of a contract is appointed by the Mayor.
- (i) Rules regarding subcontractors. No person may be awarded a subcontract to perform under a contract subject to this Ordinance, if the subcontractor would be disqualified by paragraph (a) from receiving the contract at the time that the subcontract is awarded. Nor may any person who would be disqualified by paragraph (a) from receiving the contract perform substantially all of obligations described in a contract for professional or extraordinary services that is subject to this ordinance.

#### SECTION 2 - CONTRIBUTIONS MADE PRIOR TO THE EFFECTIVE DATE

No Contribution or solicitation of contributions made prior to the effective date of this Ordinance shall be deemed to give rise to a violation of this Ordinance.

#### SECTION 3 - CONTRACT RENEWAL

No contract subject to this ordinance may be renewed, extended, or materially modified unless the resulting renewal, extension, or modification would be allowable under the provisions of this ordinance if it were an initial contract.

#### SECTION 4 - CONTRIBUTION STATEMENT BY BUSINESS ENTITY

- (j) Prior to awarding any contract or agreement to procure Professional Services" or Extraordinary Unspecified Services" from any Business Entity, the City of Jersey City or its purchasing agents and departments, as the case may be, shall receive a sworn statement from said Business Entity which is the intended recipient of said contract that he/she/it has not made a Contribution in violation of Section 1 of this Ordinance. The City of Jersey City, its purchasing agents and departments shall be responsible for informing the City Council that the aforementioned sworn statement has been received and that the Business Entity is not in violation of this ordinance, prior to awarding the contract or agreement.
- (k) A Business Entity shall have a continuing duty to report to the City of Jersey City any Contributions that constitute a violation of this act that are made during the negotiation, proposal process or the duration of a contract. The City of Jersey City, its purchasing agents and departments shall be responsible for informing the governing body within ten (10) business days after receipt of said report from the Business Entity, or at the next City Council meeting following receipt of said report from the Business Entity, or whichever comes first.
- (l) The certification required under this subsection shall be made prior to entry into the contract or agreement with the City of Jersey City, or prior to the provision of services or goods, as the case may be, and shall be in addition to any other certifications that may be required by any other provision of law.

#### SECTION 5 - RETURN OF EXCESS CONTRIBUTIONS

A Business Entity that is a party to a contract for Professional Services or Extraordinary Unspecified Services may cure a violation of Section 1 of this Ordinance, if, within 30 days after the date on which the applicable ELEC report is published, said Business Entity notifies the municipality in writing and seeks and receives reimbursement of the Contribution from the recipient of such Contribution.

#### SECTION 6 - EXEMPTIONS

The contribution limitations prior to entering into a contract in Section 1(a) do not apply to contracts which (i) are awarded to the lowest responsible bidder after public advertising for bids and bidding therefor within the meaning of N.J.S.A. 40A:11-4, or (ii) are awarded in the case of emergency under N.J.S.A. 40A:11-6. There is no exemption for contracts awarded pursuant to a "Fair and Open Process" under N.J.S.A. 19:44A-20 et seq.

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

#### SECTION 7 - PENALTY

- (m) It shall be a material breach of the terms of a City of Jersey City agreement or contract for Professional Services or Extraordinary Unspecified Services when a Business Entity that is a party to such agreement or contract has: (i) made or solicited a Contribution in violation of this Ordinance; (ii) knowingly concealed or misrepresented a Contribution given or received; (iii) made or solicited Contributions through intermediaries for the purpose of concealing or misrepresenting the source of the Contribution; (iv) made or solicited any Contribution on the condition or with the agreement that it will be re-contributed to a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Jersey City, or a holder of public office having ultimate responsibility for the award of a contract, or any Jersey City or Hudson County political committee or political party committee, or any PAC; (v) engaged or employed a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any Contribution, which if made or solicited by the professional Business Entity itself, would subject that entity to the restrictions of this Ordinance; (vi) funded contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engaged in any exchange of Contributions to circumvent the intent of this Ordinance; or (viii) directly or indirectly, through or by any other person or means, done any act which if done directly would subject that entity to the restrictions of this Ordinance.
- (n) Furthermore, any Business Entity that violates Section 7 (a) (i-viii) shall be disqualified from eligibility for future City of Jersey City contracts for a period of four (4) calendar years from the date of the violation.
- (o) Any person who knowingly, purposely, or recklessly violates any provision of this ordinance, or who conspires with another person to violate any provision of this ordinance, or who, with the purpose of promoting or facilitating a violation of this ordinance, solicits another person to commit it, or aids or agrees, or attempts to aid another person in planning or committing it, shall be subject to punishment including fines and/or imprisonment as fixed by law for violations of the ordinances of the City of Jersey City.

#### SECTION 8 - CITIZENS PRIVATE RIGHT OF ACTION

In addition to any rights that were heretofore available, or which may hereafter be available, to citizens, taxpayers, or associations, to challenge violations of this ordinance, every person aggrieved by a violation of the ordinance, or any taxpayer or resident of the City of Jersey City has the right, consistent with the Rules of Court, to file charges in a court of competent jurisdiction, and/or to pursue a civil action for a violation of this ordinance in a court of competent jurisdiction, and to seek and obtain declaratory, injunctive, or other legal or equitable relief, including but not limited to, attorneys fees and costs, arising from or related to a violation of this ordinance.

#### SECTION 9 - SEVERABILITY

If any provision of this Ordinance, or the application of any such provision to any person or circumstances, shall be held invalid, the remainder of this Ordinance to the extent it can be given effect, or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby, and to this extent the provisions of this Ordinance are severable. The drafters of this Ordinance, the persons signing the petition in support of this Ordinance, and the persons who cast votes in favor of the Ordinance, declare that they would have supported the Ordinance and each section, subsection, sentence, clause, phrase, or provision or application thereof, irrespective of the fact that any one or more other sections, subsections, sentences, clauses, phrases, or provisions or applications thereof may be held invalid.

COMMITTEE OF PETITIONERS pursuant to N.J.S.A. 40:69A-186

James Carroll, 44 Terrace, Jersey City, New Jersey 07307  
Steven Fulop, 76 Essex Street, Jersey City, N.J. 07302  
Daniel Levin, 228 1/2 Third Street, Jersey City, NJ 07302  
Aaron Morrill, 209 Washington Street, Jersey City, N.J. 07302  
Shelly Skinner, 286 Pavonia, Jersey City, N.J. 07302

#### SECTION 10 - REPEALER

All ordinances or parts of ordinances which are inconsistent with any provisions of this Ordinance are hereby repealed as to the extent of such inconsistencies.

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

**SECTION 11 - INDEXING**

The monetary thresholds of "Definitions" Section (d) and Section 1(c) of this ordinance shall be increased effective March 1 of each calendar year by the percentage increase, in the prior calendar year, of the consumer price index for all urban consumers (CPI-U) for the New York-Northern New Jersey-Long Island region, rounded to the nearest \$10.00. The Clerk of the City of Jersey City shall, by no later than April 1 of each calendar year, prepare and publish the revised thresholds on the official municipal website and in an official municipal newspaper.

**SECTION 12 - EFFECTIVE DATE**

This Ordinance shall become effective twenty (20) days following the final adoption thereof by the Municipal Council of the City of Jersey City and shall be published as required by law.

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required   
Not Required

# Ordinance of the City of Jersey City, N.J.

ORDINANCE NO. 4.A. Ord. 08-128

TITLE: 4.A. An ordinance establishing a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited to its ability to receive public contracts from the City of Jersey City (Contractor Pay-to-Play Reform Ordinance)



INITIATED BY PETITION CERTIFIED AUGUST 20, 2008

RECORD OF COUNCIL VOTE ON INTRODUCTION											
											N/A
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
SPINELLO				FULOP				FLOOD			
LIPSKI				RICHARDSON				VEGA, PRES.			

✓ Indicates Vote  
 JAMES F. WADDETON    AARON MORRILL    JAMES CARROLL    N.V.-Not Voting (Abstain)  
 BRET SCHUNDLER    RAYLIE WINKEL    SEBASTIAN BERNHEIM  
 STEVE DAVIDSON    TOM GIBBONS    HEATHER TAYLOR  
 TOM WILEN    SHELLEY SKINNER    DANIEL LEVIN

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
											SEP 0 3 2008 9-0
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FULOP	✓			FLOOD	✓		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

✓ Indicates Vote  
 DAN FALCON    YVONNE BALZER    N.V.-Not Voting (Abstain)  
 ANTHONY MORELLI  
 ANDREW HUBSCH  
 MAHALEY BOWLES

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
SPINELLO				FULOP				FLOOD			
LIPSKI				RICHARDSON				VEGA, PRES.			

✓ Indicates Vote    N.V.-Not Voting (Abstain)

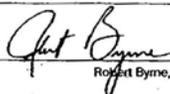
RECORD OF FINAL COUNCIL VOTE											
											SEP 0 3 2008 9-0
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FULOP	✓			FLOOD	✓		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

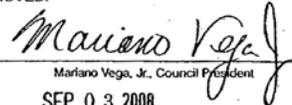
✓ Indicates Vote    N.V.-Not Voting (Abstain)

Initiated by Petition Certified August 20, 2008

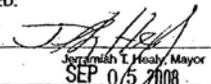
Adopted on second and final reading after hearing on SEP 0 3 2008

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on SEP 0 3 2008

  
 Robert Byrne, City Clerk

APPROVED:  
  
 Mariano Vega, Jr., Council President  
 Date: SEP 0 3 2008

\*Amendment(s):

APPROVED:  
  
 Jeremiah T. Hooley, Mayor  
 Date: SEP 0 5 2008  
 Date to Mayor SEP 0 4 2008