

# **CITY OF JERSEY CITY**

## **REQUEST FOR PROPOSALS**

**Prescription Benefit Management Services**

### **SUBMISSION DEADLINE**

**4:00 P.M.**

**October 9, 2015**

#### **ADDRESS ALL PROPOSALS TO:**

**Peter Folgado  
Purchasing Agent  
394 Central Avenue  
Jersey City, NJ 07306  
Office Tel: 201-547-4896**

## **INTRODUCTION**

The City of Jersey City, NJ (The City) is requesting proposals from Pharmacy Benefits Managers (PBMs) on its existing Prescription Drug Plan for its employees and retirees. The current plan is administered by Express Scripts Inc. (ESI).

In order to enable you to prepare a formal proposal we have included the following information:

- 1) General Information
- 2) Instructions to Proposers
- 3) Claims Experience and Employee Demographics
- 4) Plan Design
- 5) Acrisure Benefits Questionnaire
- 6) Jersey City Terms and Conditions and Questionnaire
- 7) General Terms and Conditions

Please note that while there may be redundancies between the two questionnaires, this is due to the City's requirement to adhere to New Jersey State procurement laws. If a question has been answered previously in the Acrisure questionnaire, simply reference your previous answer.

### **1) GENERAL INFORMATION**

Contract Holder: City of Jersey City  
280 Grove Street  
Jersey City, NJ 07302

Type of Organization: Municipality

Proposed Effective Date: January 1, 2016

Insurance Broker: Acrisure, LLC

Proposal Due Date: October 9, 2015 at 4:00 p.m.

Proposal Requirements: An original and two (2) hard copies of your proposal must be delivered by the due date to:

**Peter Folgado**  
**Purchasing Agent**  
**394 Central Avenue, 2<sup>nd</sup> Flr.**  
**Jersey City, NJ 07307**  
**Email: [Pfolgado@icnj.org](mailto:Pfolgado@icnj.org)**  
**Fax: 201-547-6585/86**

### **GLOSSARY**

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

- City - refers to the City of Jersey City.
- Proposal - refers to the complete responses to this RFP submitted by the Proposers.
- Qualified Proposer - refers to those Proposers who (in the sole judgment of the City) have satisfied the qualification criteria set forth in this RFP.
- RFP - refers to this Request for Proposals, including any amendments thereof or supplements thereto.
- Proposer or Proposers - refers to the interested persons that submit a Proposal.
- Provider - refers to the Proposer who is awarded the contract.

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

This contract will be awarded as an Extraordinary Unspecifiable Services (EUS) contract pursuant to N.J.S.A. 40A11-5(1)(a)(ii) using the "fair and open" process under the New Jersey Local Unit Pay-to-Play" Law, N.J.S.A. 19:44A-20.4 et seq. The City has structured a procurement process that seeks to obtain the desired results described above, while establishing a competitive process to assure that each person is provided an equal opportunity to submit a Proposal in response to the RFP. Proposals will be evaluated in accordance with the criteria set forth in Section 6(6) of this RFP, which will be applied in the same manner to each Proposal received.

Proposals will be reviewed and evaluated by the City's Business Administrator, Broker and Benefits Manager. Proposals will be reviewed to determine if the Proposer has met the minimum professional, administrative and financial areas described in this RFP. Based upon the totality of the information contained in the Proposal, including information about the reputation and experience of each Proposer, the City will decide which Proposer is qualified (professionally, administratively and financially) to provide the services, based on the recommendations of the Broker.

Proposals must be submitted to, and be received by the City's Purchasing Division via mail or hand delivery, by **4:00 p.m. prevailing time on October 9, 2015**. Proposals will not be accepted by facsimile transmission or e-mail.

Subsequent to issuance of this RFP, the City (through the issuance of addenda to all persons that have received a copy of the RFP) may modify, supplement or amend the provisions of this RFP in order to respond to inquiries received from prospective Proposers or as otherwise

deemed necessary or appropriate by the City.

**TABLE 1**  
**ANTICIPATED PROCUREMENT SCHEDULE**

<b>ACTIVITY</b>	<b>DATE</b>
1. Issuance of Request for Proposals	September 22, 2015
2. Receipt of Proposals	October 9, 2015
3. Completion of Evaluation of Proposal	October 20, 2015
4. Anticipated Award of Contract	November 1, 2015
5. Contract Start Date	January 1, 2016

**1.3 Conditions Applicable to RFP.**

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

1. All costs incurred by the Proposer in connection with responding to this RFP shall be borne solely by the Proposer.
2. 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 Proposers responding to this RFP from further consideration for this procurement.
3. The City reserves the right (in its sole judgment) to reject any Proposer that submits incomplete responses to this RFP or a Proposal that is not responsive to the requirements of this RFP.
4. The City reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP, or otherwise request additional information.
5. All Proposals shall become the property of the City and will not be returned.
6. All Proposals 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.

7. The City may request Proposers to appear before the City for interviews.
8. Any and all Proposals not received by the City by 4:00 p.m. prevailing time on October 9, 2015 will be rejected.
9. 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 Proposal, nor will there be any reimbursement to Proposers for the cost of preparing and submitting a Proposal 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 RFP and the procurement process in accordance with the provisions of applicable law:

1. To determine that any Proposal received complies or fails to comply with the terms of this RFP.
2. To supplement, amend or otherwise modify the RFP through issuance of addenda to all prospective Proposers who have received a copy of this RFP.
3. To waive any technical non-conformance with the terms of this RFP.
4. To change or alter the schedule for any events called for in this RFP upon the issuance of notice to all prospective Proposers who have received a copy of this RFP.
5. To conduct investigations of any or all of the Proposers, as the City deems necessary or convenient, to clarify the information provided as part of the Proposal and to request additional information to support the information included in any Proposal.
6. To suspend or terminate the procurement process described in this RFP at any time (in its sole discretion.) If terminated, the City may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Proposers.
7. The City shall be under no obligation to complete all or any portion of the procurement process described in this RFP.

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

During the period provided for the preparation of responses to the RFP, the City may issue addenda, amendments or answers to written inquiries. Those addenda will be noticed by the City and will constitute a part of the RFP. Each Respondent is required to acknowledge

receipt of addenda by executing and submitting with its Proposals the “Acknowledgement of Receipt of Addenda”. All proposals shall be prepared with full consideration of the addenda issued prior to the Proposal submission date.

All communications concerning this RFP or the Proposal process shall be conducted through the City’s Purchasing portal-BidSync.com. Responses to all questions will be forwarded as addenda to all prospective Vendors who have provided accurate and current contact information (mailing address, fax number, e-mail address), also via the BidSync portal.

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

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

**1.6 Open Public Records Act (OPRA) and Proprietary Information.**

Although item 1.3, #6 indicates that all proposals will become public information, it is understood that OPRA contains exceptions for “Trade secrets and proprietary commercial or financial information obtained from any source” and “Information which, if disclosed, would give an advantage to competitors or bidders”. Therefore, prospective Respondents shall submit two (2) clearly marked versions of their proposals. One version is to be a complete version to be used by the City for evaluation. The second version should contain redactions of legitimate “trade secrets and proprietary commercial or financial information” and/or “information which would give an advantage to competitors or bidders”. This second version will be provided to persons submitting Open Public Records Act (OPRA) requests for information relating to this solicitation. Failure to provide two clearly marked proposals will mean that the Respondent agrees that the single version provided does not contract trade secrets or proprietary information and may be released pursuant to OPRA requests.

**1.7 Cost of Proposal Preparation.**

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

## **1.8 Proposal Format.**

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

## **SECTION 2**

### **INSTRUCTIONS TO PROPOSERS**

#### **2.1 Submission of Proposals.**

Proposers must submit an original and two (2) copies of their Proposals to the Designated Contact Person.

Proposals must be received by the City's Purchasing Agent, Mr. Peter Folgado no later than 4:00 p.m. prevailing time on October 9, 2015, and must be mailed or hand-delivered. Proposals forwarded by facsimile or e-mail will not be accepted.

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

## **SECTION 3**

### **EMPLOYEE AND RETIREE ELIGIBILITY**

There are 5,524 members covered under the Prescription Drug Plan ("Rx Plan"). There are 2,716 retirees and dependents covered under the Rx plan under 65, and 1,686 retirees over age 65 covered under an Employer Group Waiver Plan (EGWP).

Employees who work at least 25 hours per week are eligible for benefits. Prescription coverage begins on the first of the month following sixty (60) days from date of hire. Children are covered until the end of the month during which they reach age twenty-six (26). Any changes in coverage due to a qualifying event must be done within sixty (60) days of the event.

The City will pay the cost of health coverage, which includes health insurance and the prescription drug plan, for all retirees and their eligible dependents so long as the retiree has retired from the City after twenty-five (25) or more years of service credit in the Police and

Fire Retirement System. The City and the Union may agree to permit a retiree who does not meet the above requirements to participate in the City's health insurance and prescription drug plan at his/her own cost.

a) All active employees of the City shall be eligible for benefits hereunder other than those persons employed on a short term, seasonal, intermittent or emergency basis or those specifically excluded by Union contract.

b) The dependents of an eligible employee shall also be eligible for benefits hereunder, based on union affiliation and date of hire and only during such period of time that the employee is eligible, as follows:

1) The spouse of an eligible employee

2) The children of an eligible employee; eligible children are defined as natural children, legally adopted children, children of whom the employee has legal guardianship and step-children of an eligible employee who are unmarried and who have not attained the age of twenty-six (26) years. An unmarried dependent child over the limiting age may be eligible as a dependent if he/she is incapable of self-support because of a physical or mental incapacity that commenced prior to reaching the limiting age, providing a physician's certificate is submitted to the provider following the attainment of the limiting age. Automatic dependent eligibility limited to members of Police and Fire unions. Civilian coverage based on date of hire.

c) Such other employees (and their dependents) shall be eligible as shall from time to time be agreed to by the City.

d) The eligibility of any employee (and his/her dependents) shall cease upon the discontinuance of his/her employment for whatever reason, or upon cessation of active, full-time employment.

e) The coverage hereunder of any employee and his/her dependents, if any, shall commence on the first day of the month following the month in which the employee (and his dependents) have attained two months employment, and such coverage shall cease on the last day of employment.

#### **SECTION 4**

#### **PLAN DESIGN**

#### **Current Prescription Plan Designs:**

**The active employee and under age 65 retiree population is covered by the commercial self insured benefit design outlined below. The over age 65 retired population is covered under a self insured Employer Group Waiver Program. The outline below**

provides the current plan design. There is currently no “excluded drug” formulary. When providing your proposal, please provide a proposal without your excluded drug formulary as one option, and with your excluded drug formulary as a second option.

Plan 1 – Active Employees	
Retail: Generic: \$2.00 Brand: \$24.00 Non-Formulary: \$24.00	Mail Order: Generic: \$1.50 Brand: \$13.00 Non-Formulary: \$13.00
Plan 2 – Active Employees	
Retail: Generic: \$2.00 Brand: \$23.00 Non-Formulary: \$23.00	Mail Order: Generic: \$1.50 Brand: \$13.00 Non-Formulary: \$13.00
Plan 3 – Retirees	
Retail: Generic: \$5.00 Brand: \$10.00 Non-Formulary: \$20.00	Mail Order: Generic: \$5.00 Brand: \$15.00 Non-Formulary: \$25.00
Plan 4 – Retirees	
Retail: Generic: \$8.00 Brand: \$17.00 Non-Formulary: \$34.00	Mail Order: Generic: \$8.00 Brand: \$25.00 Non-Formulary: \$42.00
Plan 5 – Active Employees (management)	
Retail:	Mail Order:

Generic: \$2.00 Brand: \$20.00 Non-Formulary: \$20.00	Generic: \$1.50 Brand: \$13.00 Non-Formulary: \$13.00
Plan 6 – Active Employees (JCEDC)	
Retail: Generic: \$10.00 Brand: \$20.00 Non-Formulary: \$35.00	Mail Order: Generic: \$20.00 Brand: \$40.00 Non-Formulary: \$70.00
Plan 7 – Active Employees (Library)	
Retail: Generic: \$5.00 Brand: \$10.00 Non-Formulary: \$20.00	Mail Order: Generic: \$5.00 Brand: \$15.00 Non-Formulary: \$25.00

**Note: Your proposal response must detail any deviations from the current plan design. All program submissions are required to be “equal-to-or-better” in comparison to the existing program. For example if your Pharmacy Benefit Manager (PBM) has a mandatory formulary which limits or excludes any drugs, or deviates in any way from the current configuration, it must be noted. Also upon implementation of the program the successful PBM must agree that the plan design and formulary in place at the time of award will remain unchanged for the Contract Period, unless changed by Jersey City.**

**SECTION 5**

**ACRISURE QUESTIONNAIRE**

Please give a brief company background/history, including how long your company has been providing the services outlined in this RFP.

**5.1 General**

Indicate the number of any outstanding legal actions pending or lawsuits yielding court decision or settled in the past two years against or involving your organization, if any. Explain the nature and current status of the action(s). Can you assure these actions will not disrupt business operations?

1. Indicate the number and percentage of employer clients your organization contracts with, within the tiers defined below.
2. What office would handle the general servicing of this account? Will dedicated account team representatives with 24-7 availability be assigned to this account?

<b>Public Sector</b>	<b>Number of Current Clients</b>	<b>Percentage of Current Clients</b>
<b>Less than 5,000 employees</b>		
<b>5,000 to 10,000 employees</b>		
<b>10,000 to 25,000 employees</b>		
<b>25,000 to 50,000 employees</b>		
<b>More than 50,000 employees</b>		

**5.2 Account Service**

3. Do account service representatives have on-line access to real-time claim processing information? Do these representatives have authority to approve and/or override claims?
4. Provide a proposed implementation plan and timetable, beginning with the award of contract on November 1, 2015, to the effective date of coverage that begins on January 1, 2016.
5. Outline your file transfer process for claims and eligibility.
6. How is the client billed? Do you provide electronic invoicing?

7. Does your company have the ability to administer an Employer Group Waiver Program (EGWP) and interact electronically with Centers for Medicare and Medicaid Services (CMS)?

### 5.3 Member Services

8. Will dedicated customer service representatives be assigned to Jersey City Members? Will customer service representatives receive client-specific training?
9. Do customer service representatives have on-line access to real-time claim processing information? Do these representatives have authority to approve and/or override claims?
10. Is your telephone response data audited? Please provide the following information regarding telephone response data:

Measurement	2013	2014
Time to answer		
Talk-time		
Abandonment rate		

11. How are plan members and clients notified (phone, written document, other) of plan changes, new drug additions/formulary changes, and drug recalls?
12. What services are available to members via the Internet? (Provide brief detail of service & function).

### 5.4 Reporting

13. What is your standard reporting cycle for client cost and utilization analysis?
14. Are customized reports available at the request of the client?
15. Do you provide clients with a comparison of financial data to your book of business?
16. Do you provide access to claims experience through PC or internet based software to client and consultant's office?
17. Describe your ability to report rebates at line of business level. Also provide the level of detail available on the rebate reports, (e.g. NDC level, drug level, manufacturer level).
18. Provide a sample of your performance report package and any additional reporting (i.e., DUR, clinical management reports, audit reports, formulary reports, etc.) and outline the frequency they are generated and in what format (electronic, hard copy or both)?

### 5.5 Claims Processing/Network

19. What are the normal hours of operation of the claim operation, customer service, and mail-order facility? Include extended or weekend shifts.
20. What national drug database will be utilized for claims processing? What is your position and strategy for potential changes in the national drug databases?
21. Provide a brief description of your disaster recovery plan for claims processing and for computer/communications systems. Can you guarantee a system recovery time in case of disaster?
22. Describe security systems and protocols in place to protect confidential patient records (HIPAA compliance).
23. Describe your policy regarding lost/broken medication, early refills, and emergency medication fills.
24. Provide a copy (or URL) of your current New Jersey provider directory. What number and percent of available retail pharmacies (nationally) are in your network? Do you have a staff that addresses pharmacy relations issues?
25. What percent of erroneous or fraudulent payments to pharmacies are discovered through your audit efforts? Do you return 100% of all monies you recover based on the incurred claim experience? If not, explain what portion (if any) is returned.
26. Does your company have the ability to carve-out specific drugs, drug classes or coverages at the discretion of the client?

#### **5.6 Generic Drug Maximum Allowable Charge (MAC) Program**

27. Describe your MAC program for generic substitution, and include your MAC list as of January 1, 2015.
28. What percentage of all generics dispensed does this represent?
29. Does your MAC price apply to EVERY pharmacy in your network, without exception? If not, please explain.

#### **5.7 Mail Order**

1. Describe the mail order service facility you are proposing. If the mail order service is not owned by your company, identify the name of the supplier and explain why this supplier was selected and how long the relationship has been in place.
2. Please describe your ability to accept electronically prescribed medications within your mail service pharmacies.
3. What form of payment can you accept from the enrollee? For purchases made by credit card, can refills be phoned in or submitted via the Internet? How many days advance notice must an enrollee provide in order to guarantee that their supply is received before the existing supply is depleted? What is the average time in days between receipt of claim and delivery to enrollee (include delivery time)?
4. Are shipping costs included in the dispensing fee? If not, define the additional cost (include rush order cost, if applicable).

### **5.8 Specialty**

5. Is your specialty pharmacy owned by your company? From what location do you dispense specialty medications?
6. What are the criteria used to designate a prescription as a specialty medication for your program? Describe the list of drugs and drug categories currently included in your specialty program.

### **5.9 Prospective and Retrospective Drug Utilization Review**

7. Please describe your prescription drug utilization review program and the qualifications of the staff that performs the review.
8. Describe your system for fraud and abuse. Once detected how you do intervene? Is there an additional cost?
9. Please describe your assessment and intervention process for dealing with prescribing physicians and pharmacies. Who is responsible for communication? To whom are these communications directed?
10. What was the annual dollar cost savings generated by your utilization review program for the twelve-month period ending December 31, 2013? How is this cost savings calculated? What percentage does this represent of your total scripts paid (Mail and Retail)?

### **5.10 Disease Management**

11. Please list any Disease Management programs that your company offers.
12. Does your disease management program interface with the medical carrier? Please describe your capability to integrate medical and pharmacy data.
13. For each of the clinical programs discussed, identify the methods of quantifying and reporting program impact and subsequent savings.

**5.11 Formulary**

14. Provide a copy of your current drug formulary. Include a listing of any excluded drugs in your formulary.
15. Describe if your formulary's excluded drug list is mandatory?

**5.12 Client References**

16. List three (3) New Jersey Public Entity client references for which you are providing comprehensive PBM services. Identify the length of time each reference has been your client for PBM services. Include each reference's contact information
17. Please list 3 terminated client references.

**PROPOSAL PRICING (1)**

The City of Jersey City is currently a traditional self-insured program. We are interested in reviewing traditional self-insured pricing. PLEASE COMPLETE THE PRICING MATRIX BELOW.

REBATES AND DISCOUNT GUARANTEES			
Description	1 Year Guarantee	2 Year Guarantee	3 Year Guarantee
Retail rebate guarantee per paid claim*			
Mail rebate guarantee per paid claim*			
Confirm that your organization will never switch for a medication with a lower cost AWP to a higher cost AWP regardless of rebate impact.			
Retail Brand Discount Guarantee (1)			

Retail Generic Discount Guarantee (1)			
Retail Dispensing Fee Guarantee (1)			
Mail Brand Discount Guarantee (1)			
Mail Generic Discount Guarantee (1)			
Guaranteed Percentage of Generic Drugs that will receive MAC Discount			
MAC Discount Guarantee (1)			
NON MAC Discount Guarantee (1)			
90 Day Supply at Retail Brand Discount Guarantee (1)			
90 Day Supply at Retail Brand Discount Guarantee (1)			
Compound Drugs (1)			
Specialty Medications (1)			

**(1) FOR PURPOSES OF YOUR DISCOUNT GURANTEES SHOWN IN THE PROPOSAL PRICING GRID ABOVE, CONFIRM THAT YOU AGREE TO THE FOLLOWING DEFINITIONS FOR EACH CLASS OF DRUG FOR PURPOSES OF HOW YOU CLASSIFY GENERICS VERSUS BRAND MEDICATIONS IN THE CALCULATION OF YOUR DISCOUNT GURANTEES.**

**ALL DRUGS THAT ARE DEFINED AS GENERIC BY INDUSTRY STANDARD DEFINITIONS, SUCH AS MEDISPAN, MUST BE DISCOUNTED BY YOU AT THE GENERIC DISCOUNT RATE REGARDLESS OF THE NUMBER OF GENERICS AND OR BRAND EQUIVILANTS ON THE MARKET. CONFIRM THAT YOUR DISCOUNT GURANTEES IN THIS RESPONSE DOCUMENT DO NOT ANTICIPATE THAT ANY DRUGS CLASSIFIED AS A GENERIC DRUG BY INDUSTRY STANDARD DEFFINITIONS WILL BE DISCOUNTED AT A RATE OTHER THAN THE RATE SHOWN ABOVE FOR GENERIC DRUGS REGARDLESS OF WHETHER YOU CONSIDER A GENERIC DRUG MULTI SOURCE, SINGLE SOURCE OR OTHERWISE. THIS RFP REQUIRES THAT YOU INCLUDE A SAMPLE CONTRACT WITH YOUR RESPONSE. THE CONTRACT DEFINITION IN YOUR CONTRACT MUST BE CONSISTENT WITH THIS CONFIRMATION.**

**If you are selected as the successful bidder your contract definitions of your drug classifications must match those above as well as those used for repricing the claim file.**

- Confirm that your organization will never switch a medication with a lower cost AWP to a higher cost AWP regardless of rebate impact.
- Confirm that all claims will adjudicate at the lesser of the discounted AWP, U & C, MAC pricing or the member copay.
- Confirm that your program to all benefits will be “equal-to-or-better”.

**CLAIM FILE REPRICING** – A claim file for a recent period is included with this RFP. Please reprice the file applying your discount guarantees and rebates as quoted in your RFP response.

Use the following methods in repricing:

**Traditional Repricing**

- $[1 - (\text{total discounted AWP ingredient cost} / \text{total undiscounted AWP ingredient cost (use AWP as of September 1, 2015)})]$ .
- For the purposes of calculating discounts, costs do not include dispensing fees and claims with ancillary charges.

- Calculate rebates as of September 1, 2015.

**Include a copy of your PBM contract with your response to this RFP. The RFP response contract must include all language that you will find acceptable in your final contract version with the City of Jersey City.**

**ADMINISTRATIVE CHARGES AND OTHER FEES**

Per Employee Per Month Fee	
Retail Claims Administrative Fee Per Claim	
Mail Claims Administrative Fee Per Claim	
Paper Claims Administrative Fee Per Claim	
Are reversals and denials subject to an administrative fee?	
If a claim is reversed, is the administrative fee for that claim reversed?	

Please provide your charges or note "Included in Administrative Fees" as applicable

Implementation/Account Servicing	
Initial data import of open mail order and specialty pharmacy refills, prior authorization histories and up to six months of historical claims data	
Manual / Hard Copy Eligibility	
Electronic Eligibility/ Data transfer	
On-Line Eligibility	
Software Training for access to on-line system	
Initial Enrollment Identification Cards	
Replacement ID Cards	
Monthly Reporting	
Electronic Reporting On-line	
Ad Hoc Reporting (Custom)	
Administrative Prior Authorization	
Custom Prior Authorization	
Member Education Programs	
"Explanation of Prescription Benefits"	
Member Communications mailed to Member	
Customized Member Communication Materials	

Postage cost for Member Communication Materials	
Dedicated account management team	
Toll-free member services telephone access for Members	
Toll-free telephone service for benefits personnel	
Network Management/Network compliance monitoring	
Toll-free Help Desk assistance and Interactive Voice Response (IVR) unit access for participating pharmacies.	
Dedicated Clinical pharmacist	
Electronic Data File in NCPDP format reflecting all Claims Activity	
Is there a limit to the number of data feeds that can be routinely sent to client and/or vendors at no charge	
Audit /COB Recovery	
Are 100% of recovered costs returned to the Client?	
External Appeal Process	
Medicare Part D Services (see below)	

Report Name	CMS Required	PBM Provides to Client
Enrollment/Disenrollment	Yes	No
Reversals	Yes	Yes
Medication Therapy Management Programs	Yes	Yes
Generic Dispensing Rate	Yes	Yes
Grievances	Yes	Yes (if PBM provides Grievance Service)
Prior Authorization, Step Edits, and Non-Formulary Exceptions	Yes	Yes
Appeals	Yes	Yes (if PBM provides Appeals Service)
Call Center Measures	Yes	Yes (if PBM provides Call Center Service)
Overpayment	Yes	Upon request
Pharmaceutical Manufacturer Rebates, Discounts, and Other Price Concessions	Yes	Yes
Licensure and Solvency, Business Transactions and Financial Requirements	Yes	No
Monthly EOB Statements	Yes	Yes
Prescription Data Event (PDE)	Yes	Yes
Plan Comparison Files <ul style="list-style-type: none"> <li>➤ Formulary File</li> <li>➤ Plan Master</li> <li>➤ Beneficiary Cost</li> <li>➤ Pharmacy Cost</li> <li>➤ Pricing File</li> </ul> Plan Formulary Overrides	Yes	Yes PBM will provide directly to CMS (HPMS) on behalf of Part D clients

1. Detail all additional fees/charges not covered (postage, printings, booklets, start up costs, etc). List any other related services that the Respondent offers that have not been specifically requested in this RFP. Provide charges and fees for these services.
2. Confirm client can perform a market check during the second year of the contract and may opt out of the third year with no penalties.
3. PBM's routinely sell detailed drug utilization data to outside firms, including database managers, marketing firms, drug manufacturers and others. Does your company sell drug utilization data? If so, please provide detail on this.

### 5.13 Broker Compensation Fee

The current program includes broker compensation paid. Your proposal should include broker compensation as follows:

\$1.20 per prescription under the Commercial Non EGWP Plan.

\$1.20 per prescription under the EGWP Plan.

### PERFORMANCE GUARANTEES

Service	Standard	Guarantee (Provide Fees)
<b>Reporting and Account Management</b>		
Timeliness of production	Standard reports to be delivered within 15 business days of end of period	\$__ per day per report after 15 business days at the end of period over __ time period.
Accuracy of data	100% accuracy	\$__ per month if error rate > 1% over __ time period.
<b>Paper Claim Processing</b>		
Turnaround time for claims	100% of claims requiring no intervention handled within 5 days. Define basis for measuring turnaround time.	\$__ per day for each day beyond 5 days per claim requiring no intervention over __ time period.
Turnaround time for claims requiring additional review	97% of claims requiring intervention handled within 5 days with remainder within 10 days. Define basis for measuring turnaround time.	\$__ per day for each day beyond 5 days per claim requiring intervention over billing cycle time period.
Claims adjudication accuracy	99% of all claims to be paid with no errors.	\$__ per month if error rate > 1% over each one month time period.
<b>Generic Utilization</b>		
Generic dispensing rate – National Network	__% generic dispensing by national pharmacy network.	\$__ per each percent lower per quarter than generic dispensing rate guaranteed.
Generic dispensing rate- Mail Service Pharmacy	__% generic dispensing by mail service pharmacy.	\$__ per each percent lower per quarter than generic dispensing rate guaranteed.

Service	Standard	Guarantee (Provide Fees)
Generic substitution- National Network	___% generic substitution by national pharmacy network.	\$__ per each percent lower per quarter than generic substitution rate guaranteed.
Generic Substitution- Mail Service Pharmacy	___% generic substitution by mail service pharmacy.	\$__ per each percent lower per quarter than generic substitution rate guaranteed.
<b>Mail/Service Processing</b>		
Turnaround time	Turnaround time for receipt of Rx until ship date for in-stock items with no intervention. <i>*Federal programs may require more stringent timeframes.</i>	\$__ per day for each day beyond 2 business days over ___ time period.
Turnaround time	Turnaround time for receipt of Rx until ship date for in-stock items with intervention. <i>*Federal programs may require more stringent timeframes.</i>	\$__ per day for each day beyond 3 business days over ___ time period.
Accuracy	99% of all medications to be dispensed at mail order without error.	\$___ per error if error rate > 1%. To be evaluated by DVHCC every months.
Mail Service Call Center response time	Average speed of answer (ASA) within 20 seconds. Define basis for measuring response time.	\$__ per month if ASA > 20 seconds over ___ time period.
<b>On-Line Claim Processing</b>		
Turnaround time for claims processing	98% response within 4 seconds. Define basis for measuring turnaround time (e.g. from receipt of claim in claims processing system).	\$___ per incidence if > 2% of turnaround time for claims processing exceeds 4 seconds over ___ time period.
Claims adjudication accuracy	99.9% of all claims to be paid with no errors.	\$___ per month if error rate > 0.10% over ___ time period.
System downtime	99.9% system availability.	\$___ per tenth of percentage point variance if system downtime > 0.1% per day over ___ time period.
<b>Customer Service</b>		
Call response time	Average speed of answer (ASA) within 20 seconds. Define basis for measuring response time.	\$__ per month if ASA > 20 seconds over ___ time period.
Abandonment rate	Abandonment rate will average 5% or less. Define how call is classified as abandoned.	\$__ per month if abandonment rate > 5% over ___ time period.

## SECTION 6

## **TERM AND TERMINATION OF AGREEMENT**

- a) The agreement shall be executed effective January 1, 2016.
- b) The term of service shall be for three (3) years from the effective date of coverage, to commence no later than January 1, 2016 and terminate on December 31, 2018, pursuant to a resolution of the Municipal Council authorizing award of the agreement.
- c) This agreement shall terminate immediately upon the disqualification of the Plan Provider to administer a Prescription Drug Plan, subject, however, to the Plan Provider's right to assign its rights and obligations under this agreement, any assignment is subject to the prior approval of the City, as provided in Section d.
- d) In the event the Plan Provider desires to effect an assignment, it shall notify the City in writing of the proposed date of assignment and the name and address of the assignee. The assignment may thereafter be effected, unless the City notifies the Plan Provider of its objections in writing within thirty (30) days following receipt by it of such notice of assignment. Assignee must provide same information and format as required in this request for proposals.
- e) This agreement shall terminate upon termination of the collective bargaining agreement by and between the Union and the City of Jersey City, in the event that the Union cannot successfully renegotiate with the city to provide a Prescription Drug Plan for the remaining term of this agreement. The termination hereunder, shall be effective as of the date payments for such services from the City shall cease.
- f) Notwithstanding anything to the contrary herein contained, this agreement may be terminated by the City without cause at any time for any reason by the City by providing thirty (30) days written notice given in writing to the Plan Provider.
- g) In the event that additional funds for this agreement are not appropriated and made available in the City's 2016 budget, or in subsequent fiscal year budgets, this agreement shall terminate upon the expenditure of the funds authorized by the original purchase order.

## **SECTION 7**

### **AWARD OF CONTRACT**

The contract, if awarded, will be awarded as an Extraordinary, Unspecifiable Services (EUS) pursuant to N.J.S.A. 40A:11-5(1)(a)(ii) of the Local Public Contracts Law to the most responsible qualified Proposer whose proposal complies with the requirements as stated herein.

Proposals may be rejected where administrative fees as proposed are obviously unreasonable. Award of the contract will be made by the City Council.

The City may reject any and all proposals when it determines that it is in the public interest to do so. It reserves the right to waive technicalities or to request new proposals.

The proposed administrative fee, discounts and rebates, while considered important, will not be the sole consideration in the selection of a provider. The following factors, along with others, will be used in the evaluation of a successful bidder:

- a) General experience
- b) Experience in providing a prescription drug plan
- c) Level of fees
- d) Point of service capabilities
- e) Network organization and management
- f) Ability to provide required administrative services
- g) References from three (3) New Jersey Public Entity clients where you are providing comprehensive PBM services. Identify the length of time each reference has been your client for PBM services.
- h) Resumes of professional staff
- i) Computerized data management systems
- j) Claims processing and pricing
- k) Level of customer service

## **SECTION 8**

### **CAUSES FOR REJECTION**

Proposals from bidders who are found to be unqualified and proposals not accompanied by all required information.

In addition, causes for rejection of proposals may include but not be limited to the following:

- a) General Experience
- b) Level of fees
- c) Point of service capabilities
- d) Claims processing and pricing
- e) Customer service
- f) Network organization

## **SECTION 9**

## **BUSINESS AND BACKGROUND INFORMATION**

Providers must furnish the following information:

- a) The background on your company including financial information, identification of the parent company, services, organization and company goals.
- b) A copy of the company's Annual Report including Auditor's Statement.
- c) Provide a detailed description of your managed care products and services.
- d) Provide the following information regarding your company's organization:
  - 1) An organizational chart
  - 2) A brief biography of those involved in the management of the company.
  - 3) Describe your quality control program.
  - 4) Provide the company names, addresses, name of contact person and phone number of three current New Jersey customers.

## **SECTION 10**

### **BENEFIT PLAN ADMINISTRATION**

- a) Can prescription drugs be added to or subtracted from either the covered or excluded list? If yes, how is this accomplished?
- b) Can the quantities of prescription drugs dispensed at one time be limited? If yes, how is this accomplished on your system?
- c) Can a plan design be specific to groups (i.e., specific union members, retirees, active members)?

## **SECTION 11**

### **MANAGEMENT REPORTS**

- a) Include sample copies of reports, both standard and optional, and any charges involved.
- b) Please describe any Ad Hoc report capability.

## **SECTION 12**

### **CUSTOMER SERVICE**

- a) Identify services which will be available to support Health Benefits personnel for the City of Jersey City.
- b) Indicate the turnaround time for processing enrollments, changes in status, terminations, etc. Can such changes be transmitted by facsimile?
  - c) Identify key personnel who would be assigned for implementation and also those on an ongoing basis as contacts for the City.
  - d) Include a chart that presents an overview of the implementation plan.
  - e) Do you provide a benefits personnel 800 number?
  - f) Describe how your company recommends handling member phone calls.
  - g) Does your company have internal performance standards and methods to track and monitor customer service levels.
  - h) Will the City have a dedicated customer service representative?

### **SECTION 13**

#### **RECORDS, REPORTS AND INSPECTIONS**

- a) All eligible employees may be asked to complete and give to the City to be filed with the Provider an individual application on behalf of themselves; and their dependents, if any, as a prerequisite to coverage under this agreement. The City shall furnish the Provider with a tentative list of covered employees prior to the effective date of coverage. This list shall include employee's name, address and sex, and shall contain the same information with respect to such employee's covered dependents.
- b) The eligibility information received by the Provider from the City shall be entered in the Provider's computer and identification cards will be produced and distributed to all - covered persons. Identification cards shall be in effect until the Provider is notified that the plan has been terminated or that a covered person or dependent of such person is no longer eligible for benefits under the plan.
- c) From time to time the City will provide new eligibility lists to the Provider showing additions and deletions. Each time Provider receives and enters into its computer a new eligibility list from the City, Provider shall provide the City with a hard copy printout of the additions as entered into the computer. The printout shall be deemed correct until the Provider is otherwise notified by the City by mail that corrections are required to the printout. Any errors brought to the attention of the Provider will be promptly corrected.
- d) Provider shall maintain, in the original form or on electronic media, the claims and claim forms supporting the printouts. Provider shall also maintain adequate records to establish payment made to Member Pharmacies. These records shall remain accessible to the City for examination and audit by the City throughout the calendar year in which

they were established and for six (6) calendar years thereafter. Such audit may be conducted, upon prior written notice, at reasonable intervals during the regular business hours of the Provider. All records pertaining to the administration of the plan are the property of the Provider and all information derived by the Provider from said records pertaining to the administration of the plan shall be the property of the Provider.

e) In the event of termination of this agreement, the City shall have the right to require all records to be deposited in a public warehouse, or such other place as may be designated by the City, at the expense of the City.

f) Provider shall provide a cumulative report at the termination of the Agreement, containing a yearly summary description of the number of claims processed, together with the amount of charges of the employee therefore, and the date of said charge

g) All records and reports (or copies thereof) required to be prepared or maintained pursuant to this Agreement shall be maintained and made available as hereinabove required during the term of this Agreement and for a period of at least six (6) years following termination of this Agreement.

#### **SECTION 14**

#### **COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PLAN**

a) If the agreement exceeds \$40,000.00 it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Equal Employment Opportunity/Affirmative Action Provisions).

Bidders (Consultants) are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

b) This Agreement shall not become effective and Provider shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity/Affirmative Action provisions. The mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A, summarizes the full, required regulatory text.

Exhibit A and additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein.

c) Provider 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:

- 1) A photo copy of a valid letter that the contractor is operating under and existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- 2) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4 or
- 3) A photocopy of an Employee Information Report (AA302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

## **SECTION 15**

### **COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT OF 1990**

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Consultant is required to read Americans with Disabilities language that is included as Appendix A of this proposal and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

## **SECTION 16**

### **PROOF OF BUSINESS REGISTRATION**

N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at [www.nj.gov/njbgs](http://www.nj.gov/njbgs) or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontracts that knowingly provide goods or perform services for a contract fulfilling this contract:

- a) The contractor shall provide written notice to its subcontractors and supplier to submit proof of business registration to the contractor;
- b) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used
- c) During the term of this contract, the contractor and its affiliates shall collect and

remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sale and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

## **SECTION 17**

### **INSURANCE REQUIREMENTS**

Provider shall purchase and maintain the following insurance during the term of the agreement:

- a) Comprehensive General Liability: including premises operation, products completed operating and independent contractor coverage-not less than One Million \$1,000,000 Dollars combined single limit for bodily injury and property damage liability. The City of Jersey City, its agents, servants shall be named as additional insured.
- b) Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of the Provider in the sum of One Million \$1,000,000 Dollars.
- c) Professional Liability Insurance: covering as insured the Provider with not less than Two Million \$2,000,000 dollars limit of liability said policy shall include an endorsement whereby the Provider indemnifies and holds harmless the City, its respective employees and all claims against any of them for personal injury or death or property damage arising solely out of the negligent performance of professional service covered by error, omission or negligent act of the provider or anyone employed by the provider.

## **SECTION 18**

### **INDEMNIFICATION**

The Provider agrees to indemnify, hold harmless and defend the City, its officers, agents, servants and employees as their interests may appear, from any and all liability including claims, demands, losses, costs, damages and expenses of every kind and description or damage to persons or

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

## **SECTION 19**

### **ENROLLMENT HISTORY**

Indicate your Organization's enrollment history for each year of the past three years (2012, 2013 and 2014).

## **SECTION 20**

### **REQUIRED SUBMITTALS**

It is mandatory that the documents listed below be submitted with all proposals:

- 1) Listing of NJ Member Pharmacies
- 2) Non-Collusion Affidavit (see checklist)
- 3) Corporate Disclosure (see checklist)
- 4) Resumes of Professional Staff
- 5) Referral Listing of Three (3) New Jersey Clients
- 6) City of Jersey City Pay to Play Certification
- 7) AA/EEO forms (see checklist)
- 8) NJ Business Registration Certificate (see checklist)

## **SECTION 21**

### **MISCELLANEOUS**

- a) Provider shall be responsible for the cost of any and all printed material required under this agreement.

- b) Any notice, consent or other communication required by, or to be given pursuant to the agreement shall be in writing and shall be delivered to the intended recipient thereof. A writing shall be deemed delivered if mailed to the intended recipient by certified mail, return receipt requested, postage prepaid.
- c) If any of the provisions of this Agreement are contrary to any law or regulation the parties shall by agreement have the right to modify and restructure the provisions thereof in whole or in part, such that covered employee will be able to obtain substantially all of the benefits provided for herein or the parties by agreement shall have the right to declare this Agreement null and void, in which case, the Provider shall thereafter be relieved of all obligations hereunder.
- d) This agreement is made in the State of New Jersey under, and subject to its laws. The laws of New Jersey shall govern and be used for the interpretation, construction and enforcement of this Agreement.
- e) The City shall not be liable for the cost of drug claims rendered pursuant to this Agreement except to the extent of the monthly payments agreed to hereunder.
- f) The effective date of this Agreement shall be January 1, 2016.
- g) In the event of any dispute among the parties hereto with respect to construction of this Agreement, such disputes shall be settled by arbitration in New Jersey in accordance with the rules of the American Arbitration Association, and judgement upon the award rendered may be entered in any court having jurisdiction therein.

## **SECTION 22**

### **GENERAL TERMS AND CONDITIONS**

1. The City reserves the right to reject any or all Proposals, if necessary, or to waive any informalities in the Proposals, and, unless otherwise specified by the Proposer, to accept any item, items or services in the Proposal should it be deemed in the best interest of the City to do so.
2. Each Proposal must be signed by the person authorized to do so.
3. Proposals may be hand delivered or mailed consistent with the provisions of the legal notice to Proposers. In the case of mailed Proposals, the City assumes no responsibility for Proposals received after the designated date and time and will return late Proposals unopened. Proposals will not be accepted by facsimile or e-mail.

4. Proposers are required to comply with the requirements of P.L. 1975, c. 127, The Law Against Discrimination and with N.J.A.C. 17:27-1.1 et seq., The Affirmative Action Rules.
5. Proposers are required to comply with the requirements of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008.
6. Proposers are required to comply with the requirements of P.L. 2004, c. 57 which includes the requirement that Proposers provide copies of their Business Registration Certificates issued by the New Jersey Department of Treasury.
7. No Proposer 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.
8. No Proposer 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 proposer or any other person.
9. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the City's Corporation Counsel's decision shall be final and conclusive.
10. The City shall not be responsible for any expenditure of monies or other expenses incurred by the Proposer in making its proposal.

### **SECTION 23**

### **CHECKLIST**

The following documents are to be submitted with all proposals. Failure to do so will result in the immediate disqualification of the proposal.

1. Non-Collusion Affidavit
2. Corporate Disclosure
3. AA/EEO Forms
4. NJ Business Registration Certificate

**NON-COLLUSION AFFIDAVIT**

**PROJECT TITLE:**

STATE OF \_\_\_\_\_ )  
: ss.  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_ of the City of \_\_\_\_\_, in the  
County of \_\_\_\_\_ and the State of \_\_\_\_\_, of full  
age, having been duly sworn to law, upon my oath depose and say that:

I am \_\_\_\_\_ of \_\_\_\_\_, the Bidder  
(Title) (Name of Organization)  
making the Proposal for the above named Project and that I executed the said Proposal  
with full authority to do so; that said Bidder has not, directly or indirectly, entered into any  
agreement, participated in any collusion, or otherwise taken 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 or retained 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

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Signature)

Sworn and subscribed to  
City of Jersey City before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC  
(Stamp and Seal)

My Commission expires \_\_\_\_\_.

**CORPORATION OR PARTNERSHIP STATEMENT**

N.J.S.A. 52:25-24.2 requires corporate and partnership bidders for school district contracts (as well as State, County and Municipal Agencies) to submit a list of names and addresses of all stockholders owning ten (10%) percent or more of its stock, or in the case of a partnership, the names and addresses of those partners owning a ten (10%) percent or greater interest therein.

In addition, if one or more of such stockholder or partner is itself a corporation or partnership, the stockholders holding ten (10%) percent or more of that corporation or the individual partners owning ten (10%) percent or greater interest in that partnership, as the case may be, shall also be listed. These statements of names and addresses must be submitted prior to the receipt of the bid or must accompany bid. No award or contract or agreement entered into may be made if there is a failure to comply with the provisions of this law.

Please complete the following information and submit one (1) copy with your bid.

<b>STOCKHOLDERS NAME</b>	<b>ADDRESS</b>	<b>PERCENTAGE % OF STOCK OWNED</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Signed By: \_\_\_\_\_

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

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

Telephone No. \_\_\_\_\_

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.)**

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

# Sample Letter of Federally Approved Affirmative Action Plan

U.S. Department of Labor

Employment Standards Administration  
Office of Federal Contract  
Compliance Program



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

February 27, 19\_\_

Reply to the attention of:

President

Dear

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

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

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

Sincerely,

Area Office Director



## State of New Jersey

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

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE & PROPERTY  
CONTRACT COMPLIANCE AUDIT UNIT  
BEO 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.

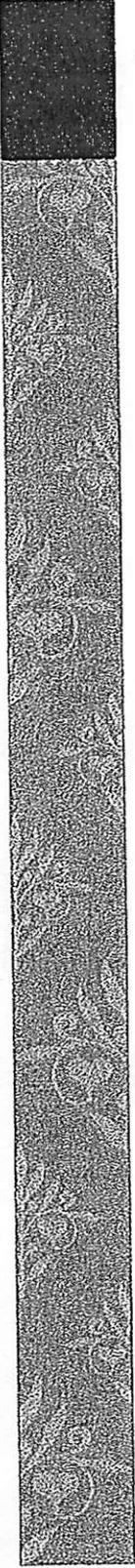
On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate 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 herein referred to has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.3 et seq, and the State Treasurer has approved said report. This approval will remain in effect for the period of \_\_\_\_\_



State Treasurer

**VOID**

# Sample Employee Information Report Form AA302

Form AA302  
Rev. 11/11

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

**EMPLOYEE INFORMATION REPORT**

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CONTRACT. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to <http://www.state.nj.gov/eo/contractor/contract-compliance/aa302/>

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME:		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)	CITY	STATE ZIP CODE
7. CHECK ONE: IS THIS COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT		
CITY COUNTY STATE ZIP CODE		
Official Use Only	DATE RECEIVED	NAI/D 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 (Col. 2, 3)	COL. 2 MALE	COL. 3 FEMALE	MALE					FEMALE								
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.				
Officials/Managers																	
Professionals																	
Technicians																	
Sales Workers																	
Office & Clerical																	
Craftworkers (Skilled)																	
Operatives (Semi-skilled)																	
Laborers (Unskilled)																	
Service Workers																	
TOTAL																	
Total employment from previous report (if any)																	
Temporary & Part-Time Employees																	

The data below shall NOT be included in the figures for the appropriate categories above.

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

**SECTION C - SIGNATURE AND IDENTIFICATION**

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

# 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 6, 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 origin in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

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

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

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

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

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

**ITEM 15** - If the answer to item 14 is "No", enter the date when the last Employee Information Report was submitted by this company.

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

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

### TYPE OR PRINT IN SHARP BALL POINT PEN

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

NJ Department of the Treasury  
Division of Purchase & Property  
Contract Compliance Audit Unit  
EEO Monitoring Program  
P.O. Box 298

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. FED. 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/DH #:

### 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 Philippine Islands and Samoa.

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

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

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

**ITEM 14 -** 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 208

Trenton, New Jersey 08625-0208

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 DLJ #:

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

Trantion, 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

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

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

Street \_\_\_\_\_ City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

JOB CATEGORIES	MALE					FEMALE						
	Total	Black	Hispanic	Am. Indian	Asian	Non-Wh.	Total	Black	Hispanic	Am. Indian	Asian	Non-Wh.
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.

**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 thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

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

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

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

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

Business Name : \_\_\_\_\_  
Address : \_\_\_\_\_  
Telephone No. : \_\_\_\_\_  
Contact Name : \_\_\_\_\_

Please check applicable category :

Minority Owned Business (MBE)       Minority & Woman Owned Business (MWBE)  
 Woman Owned business (WBE)       Neither

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

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

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

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

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

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

Telephone No. : \_\_\_\_\_

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

Please check applicable category:

\_\_\_\_\_ Minority Owned Business (MBE)

\_\_\_\_\_ Minority & Woman Owned  
Business (MWBE)

\_\_\_\_\_ Woman Owned business (WBE)

\_\_\_\_\_ Neither

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**DIVISION OF PURCHASING COPY**

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

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

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

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

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

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
TAXPAYER NAME: TAX REG TEST ACCOUNT  
ISSUANCE DATE: 09/14/04  
*J.P. Kelly*

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROBINSON AVE TRINTON, NJ 08611
Certificate Number:	1099907
Date of Issuance:	October 14, 2004
For Office Use Only: 20041014112823023	

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

**PART I - Vendor Affirmation**

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

**PART II - Signature and Attestation:**

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

Name of Business Entity: \_\_\_\_\_

Signed \_\_\_\_\_ Title: \_\_\_\_\_

Print Name \_\_\_\_\_ Date: \_\_\_\_\_

Subscribed and sworn before me  
this \_\_\_\_ day of \_\_\_\_\_, 2 \_\_\_\_.

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 unspecified 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 of 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

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

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

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

Certification Required

Not Required

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

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

TITLE: 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 in 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. WADDLETON    AARON MORRILL    JAMES CARROLL    N.V.-Not Voting (Abstain)  
 BRET SCHUNDLER    RAYLIE VUNKEL    SEBASTIAN BERNHEIM  
 STEVE DAVIDSON    TOM GIBBONS    HEATHER TAYLOR  
 TOM NILEN    SHELLEY SKINNER    DANIEL LEVIN

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
			SEP 03 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 HUDSCH  
 MAHALEY DOWLES

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 03 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 03 2008

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

SEP 03 2008

Robert Byrne, City Clerk

APPROVED:   
 Mariano Vega, Jr., Council President  
 Date: SEP 03 2008

APPROVED:   
 Joseph L. Hest, Mayor  
 Date: SEP 05 2008  
 Date to Mayor: SEP 04 2008

\*Amendment(s):