



CITY OF JERSEY CITY



CITY OF HOBOKEN



**TOWNSHIP OF
WEEHAWKEN**

JOINT REQUEST FOR PROPOSALS:

BIKESHARE SYSTEM

SUBMISSION DEADLINE:

January 31, 2014

ADDRESS ALL PROPOSALS TO:

**Peter Folgado
Purchasing Agent
Department of Administration
Division of Purchasing
1 Journal Square Plaza
Jersey City, New Jersey 07306**

NOTICE TO VENDORS

To all interested parties, please be advised that the City of Jersey City, the City of Hoboken, and the Township of Weehawken, municipal corporations of the State of New Jersey, will be accepting Proposals in response to this request for proposals for the following services:

JERSEY CITY-HOBOKEN-WEEHAWKEN BICYCLE SHARE PROGRAM

Proposals must be received no later than 4:00 P.M. on January 31, 2014, and must be mailed or hand-delivered to the Jersey City Division of Purchasing, attention Peter Folgado, Purchasing Agent, 1 Journal Square Plaza, 2nd floor, Jersey City, New Jersey 07306. Proposals forwarded by facsimile or e-mail will not be accepted. The Cities shall not be responsible for the loss, non-delivery, or physical condition of Proposals sent by mail or courier service. Proposals must be submitted individually in sealed envelope. Bid proposal must comply with specifications.

Copies of the Cities' request for proposals can be obtained by contacting the Jersey City Division of Purchasing, 1 Journal Square Plaza, Jersey City, New Jersey, Telephone (201) 547-5156, Facsimile (201) 547-6586.

Consultants are required to comply with the requirements of P.L. 2004, c.57 which includes the requirements that contractors provide copies of their Business Registration Certificates issued by the New Jersey Department of the Treasury. If awarded a contract, consultant/contractor shall be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

Peter Folgado
Purchasing Agent

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CITY OF JERSEY CITY, NJ
DEPARTMENT: Mayor's Office
PURPOSE: Bicycle Share System

REQUEST FOR PROPOSALS
DIVISION: n/a
DUE DATE: MM/DD/2013

SECTION 1: GENERAL INFORMATION & SUMMARY

1.1 Organization(s) Requesting Proposals

City of Jersey City – Mayor's Office
280 Grove Street
Jersey City, NJ 07302

City of Hoboken – Mayor's Office
94 Washington St
Hoboken, NJ

Township of Weehawken – Mayor's Office
400 Park Ave,
Weehawken, NJ 07086

1.2 Contact Person

Peter Folgado
Purchasing Agent
1 Journal Square Plaza
Jersey City, NJ 07306
(201) 547-5156

1.3 Procurement Process

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

Proposals will be evaluated in accordance with the criteria set forth in this Request for Proposals (RFP). The governing body of each of the three (3) municipalities involved will need to approve a resolution awarding a contract for the Program.

1.4 Contract Form

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

1.5 Informational meeting

The Cities will hold a Pre-Proposal Conference at the Division of Purchasing, 1 Journal Square Plaza, Jersey City, NJ 07306 on January 13, 2014 at 01:00 PM., Eastern Time. All parties

interested in responding to this RFP are strongly urged to attend. The Cities will clarify the terms of the RFP and answer questions.

1.6 Submission deadline

Proposals must be submitted to, and be received by the City of Jersey City, Division of Purchasing, via mail or hand delivery, by 4:00 PM prevailing time on January 31, 2014. Proposals will not be accepted by facsimile transmission or e-mail.

1.7 Procurement Schedule

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

| <u>Activity</u> | <u>Date</u> |
|--------------------------------------|-------------|
| 1. Issuance of Request for Proposals | 12/24/2013 |
| 2. Pre-Proposal Meeting | 1/13/2014 |
| 3. Receipt of Proposals | 1/31/2014 |

1.8 Proposal evaluation

Proposals will be evaluated based upon the respondents' written response and, for selected Vendors, an oral presentation/demonstration if so requested by the cities. Each evaluator will rank the proposals. The finalist whose proposal is jointly considered the highest ranking by the cities will be selected for the project.

1.9 Written Proposal

Prospective Vendors must submit a written proposal in a format specified by the Cities. The required format is detailed in Section 4.

1.10 Oral presentation/demo

The cities retain the right to require an oral presentation/demo for award of this project from the three (3) Vendors with the highest rated written proposals.

1.11 Evaluation Committee

Proposals will be reviewed and evaluated by committees appointed by the Cities' business administrators. The proposals will be reviewed to determine if the Respondent has met the minimum professional, administrative, and subject areas described in this RFP. Pursuant to N.J.A.C. 5:34-4.3 et seq., the names of the individuals who serve as committee members shall not be publicly disclosed until the evaluation report is presented to the governing body.

1.12 Definitions

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

"Cities" - refers jointly to the City of Jersey City, the City of Hoboken, and the Township of Weehawken.

"Bike-Share System@ - refers a network of bicycles and docking stations (physical or digitally defined) whereby a users may rent publically available bicycles from automation stations around the cities, ride them, and return them to any other automated station within the service area

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

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

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

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

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

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

1.13 Submission address

All proposals should be sent to:

Peter Folgado
Purchasing Agent
Department of Administration
Division of Purchasing
1 Journal Square Plaza
Jersey City, NJ 07306

SECTION 2: INSTRUCTIONS TO VENDORS AND STATUTORY REQUIREMENTS

2.1 Proposal submission

Proposals shall be received by the contracting unit, hereinafter referred to as Cities in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of this RFP.

The proposal shall be submitted in a sealed envelope: (1) addressed to the Purchasing Agent, (2) bearing the name and address of the Vendor written on the face of the envelope, and (3) clearly marked "Proposal" with the contract title **Jersey City-Hoboken-Weehawken Bicycle Share Program**.

2.2 Proposal deadline

Proposals must be received by 4:00 PM on January 31, 2014 at the Purchasing Division, 1 Journal Square Plaza, Jersey City, NJ 07307.

2.3 Delivery of Proposals

It is the Vendor's responsibility that Proposals are presented to the Cities at the time and at the place designated. Proposals may be submitted in person, or may be sent by U.S. certified mail return receipt requested, or may be sent by private courier service. Mail Proposals to: Peter Folgado, Purchasing Agent, Division of Purchasing, 1 Journal Square Plaza, 2nd floor, Jersey City, NJ 07307. The Cities shall not be responsible for the loss, non-delivery, or physical condition of proposals sent by mail or courier service.

2.4 Withdrawal of Proposal

Proposals forwarded to the Cities before the time of opening of Proposals may be withdrawn upon written application of the Vendor who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. Once Proposals have been opened, they shall remain firm for a period of sixty (60) calendar days.

2.5 Entries on required forms

All prices and amounts must be written in ink or preferably machine-printed. Any changes, whiteouts, strikeouts, etc. in the proposals must be initialed in ink by the authorized person signing the proposal.

2.6 Familiarity with RFP specifications

The Vendor understands and agrees that its Proposal is submitted on the basis of the specifications prepared by the Cities. The Vendor accepts the obligation to become familiar with these specifications.

Vendors are expected to examine the specifications and related RFP documents with care and observe all their requirements. Ambiguities, errors or omissions noted by Vendors should be promptly reported in writing to the Cities' contact person.

2.7 Addenda or Amendments

During the period provided for the preparation of Proposals, the Cities may jointly issue addenda, amendments or answers to written inquiries. Those addenda will be noticed by the Cities jointly and will constitute a part of the RFP. 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 directed to the Cities' contact person, in writing, via fax, or via e-mail. 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) to the City of Jersey City Division of Purchasing.

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 in writing, addressed to the Cities' contact person stipulated in the specification. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the Proposal for goods and services.

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

2.8 Patents and Trademarks

In submitting its Proposal, the Vendor certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful Vendor shall, at its sole cost and expense, defend any and all actions or suits charging such infringement, and will save the Cities, jointly and/or individually harmless from any damages resulting from such infringement.

2.9 Rights of the Cities

The Cities reserve, hold and may exercise, in their sole discretion, the following rights and options with regard to this Proposal specification and the procurement process in accordance with the provisions of applicable law:

§ To conduct investigations of any or all of the Vendors, as the Cities deem necessary

or convenient, to clarify the information provided as part of the Proposal and to request additional information to support the information included in any Proposal.

§ To suspend or terminate the procurement process described in this Proposal specification at any time (in their sole discretion.) If terminated, the Cities may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Vendors.

2.10 Cost of Proposal Preparation

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

2.11 Required Documents

This document (Section 10) contains required administrative forms which must accompany all Proposals.

2.12 Authorized signatures

Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative.

Proposals by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.

Proposals by sole-proprietorship shall be signed by the proprietor.

When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

2.13 Truth in Contracting Laws

Vendors should be aware of the following statutes that represent "Truth in Contracting" laws and should consult the statutes or legal counsel for further information:

N.J.S.A. 2C:21-34, *et seq.* governs false claims and representations by Vendors. It is a serious crime for the Vendor to knowingly submit a false claim and/or knowingly make material misrepresentation.

N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a

violation of official duty.

N.J.S.A. 2C:27-11 provides that a Vendor commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.

2.14 Disposition of Proposal

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

- § All Proposals shall become the property of the Cities and will not be returned.
- § All Proposals will become public information at the appropriate time, as determined by the Cities (in the exercise of their sole discretion) in accordance with law.
- § The entire contents of every proposal that is publicly opened and read becomes a public record notwithstanding any disclaimer by the Vendor in the Proposal document.
- § All Proposals, as public records, are available for public review and inspection. Persons who wish to review Proposals must make an appointment with the Purchasing Division. Inspection is subject to all applicable rules and regulations.

2.15 Softcopy version of RFP

Prospective Vendors who have obtained printed copies of this RFP and who have provided accurate and current contact information (mailing address, fax number, e-mail address) to the Division of Purchasing, may request a softcopy version of this RFP. Softcopy versions will be provided as a PDF file only.

2.16 Compliance with applicable laws

The Vendor shall keep fully informed of all Federal and State laws, all local laws, ordinances, safety codes, regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work or which in any way affect the conduct of the work. Vendor shall at all times observe and comply with all such laws, ordinances, safety code, regulations, order or decree, whether by himself or his employees.

Vendor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same.

2.17 Exceptions to specifications

Vendors are cautioned that failure to submit the information as required may result in a

determination that the Vendor's proposal is non-responsive to Proposal requirements. Any qualifying statements by the Vendor which effect change(s) to any Proposal requirements may be regarded as non-responsive.

Consequently, the Vendor's eligibility for contract award may be jeopardized.

Therefore, Vendors are encouraged not to take exception to the Cities' terms, conditions or specifications. In the event that a Vendor wishes to take exception to any of the Cities' terms, conditions or specifications, such exceptions must be submitted with the Proposal and must cross reference the applicable Proposal page and section reference number.

2.18 Tax exempt status

The Cities are tax exempt.

2.19 Price quotes and price changes

The Vendor agrees that all prices quoted herein are to be considered fair and final and that no additional fees, late payment charges, shipping charges, surcharges, state and federal taxes or other increases shall be placed upon the products or services that are provided during the term of this agreement. In the event of a Manufacturer's or Vendor's price decrease during the contract period, the Cities shall receive the full benefit of such price reduction. The Business Administrators or their designees must be notified in writing of any price reduction within five (5) working days of the effective date. Failure to report price reductions may result in cancellation of the contract for cause.

2.20 Intent of contract documents

Under these specifications and the contract which will be based thereon, it is proposed that the Vendor shall furnish all materials, equipment, tools, labor and supervision necessary to complete the work upon which he proposes in strict accordance with the plans and specifications.

The intent of the contract documents is to obtain a complete job, satisfactory to the Cities. It shall be understood that the Vendor has satisfied itself as to the full requirements of the contract documents and has based its Proposal upon such understanding.

2.21 Familiarity with work

It is the obligation of the Vendor to ascertain for itself all the facts concerning conditions to be found at the location(s) of the Project including all physical characteristics, to read the RFP thoroughly and completely, to consider fully these and all other matters which can in any way affect the work under the contract and to make the necessary investigations relating thereto, and it agrees to this obligation in the signing of the contract. The Cities assume no responsibility whatsoever with respect to ascertaining for the Vendor such facts concerning physical characteristics at the site(s) of the Project. The Vendor agrees that it will make no claim for additional payment or seek an extension of time for completion of the work or seek any other

concession because of any misinterpretation or misunderstanding of the contract, on its part, or of any failure to fully acquaint itself with all conditions relating to the work.

2.22 Causes for Rejection

Proposals from Vendors who are found to be unqualified and Proposals not accompanied by all required and properly completed Proposal documents may be rejected. In addition, causes for rejection of Proposals may include, but not be limited to, the following:

- a) If prices are obviously unbalanced;
- b) The Vendor is determined to possess prior negative experience, pursuant to N.J.S.A. 40A:11-4b;
- c) If the Purchasing Agents, at their sole discretion, deems it advisable to do so in the best interest of the Cities;
- d) If conditions, limitations or provisions are attached by a Vendor to its Proposal, if Proposals are otherwise irregular or if the enclosed or accompanying documents are not completed and properly executed;
- e) If the Vendor does not own sufficient or satisfactory equipment to perform the work, or if the Vendor does not have sufficient staffing resources to perform the work;
- f) The submission by the Vendor of false information as to its years of experience shall result in the automatic rejection of the Proposal;
- g) Where a Proposal is extremely inconsistent with the industry's standards, such Proposal shall be considered irresponsible and the Cities shall reject such Proposal. The determination as to the industry standards shall be made by the Purchasing Agents and shall be kept on file by the Purchasing Agents;
- h) If more than one Proposal is received from an individual, firm or partnership, corporation or association under the same name;
- i) Multiple Proposals from an agent representing competing Vendors.

2.23 Single contract award

This contract, if awarded, will be awarded to a single Vendor or business entity that will be considered the prime Contractor. Vendors should therefore review Section 3.7 and ensure that their respective subcontractors and/or business partners meet the requirements specified. It is not the Cities' responsibility to manage Vendor's internal agreements.

2.24 Non-submission of Proposal

In keeping with the Cities' policy of evaluating and updating Purchasing procedures, it is requested that Vendors who do not submit proposals, complete and return the Non-Submission of Proposal form contained in Section 10 of this document.

2.25 Open Public Records Act (OPRA) and Proprietary Information

Although item 2.14 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 Cities for evaluation. The second version should contain redactions of legitimate "trade secrets and proprietary commercial or financial information" and/or "information which...would give an advantage to competitors or bidders". This second version will be provided to persons submitting Open Public Records Act (OPRA) requests for information relating to this solicitation. Failure to provide two clearly marked proposals will mean that the Respondent agrees that the single version provided does not contain trade secrets or proprietary information and may be released pursuant to OPRA requests.

SECTION 3: CONTRACT SPECIFICATIONS

3.1 General

The Municipal Councils of the cities will, jointly, either authorize the award of the contract or reject all Proposals received within sixty (60) days after the formal opening of Proposals except that the Proposals of any Vendors who consent thereto, may, at the request of the Cities, be held for consideration for such longer period as may be agreed. The acceptance of a Proposal will be a notice in writing signed by the Purchasing Agent and no other act shall constitute the acceptance of a Proposal.

3.2 Non-appropriation of funds

Contract may be terminated in the event of non-appropriation of funds with no penalties, and no damages, whether at law or in equity, against any of the Cities, whether jointly or individually..

3.3 Single point of contact/Account representative

Vendor must provide name, telephone and resume of government account representative who will be the Cities' single point of contact and describe company support available to said contact.

3.4 Down payment/Security deposit

The Cities will not pay any down payment or security deposit.

3.5 Term of contract

This contract will be awarded for a term of five (5) years from the date the contract is awarded.

3.6 Subcontracting

The Vendor shall agree not to assign, subcontract or transfer any part of this contract without the prior written consent of the Cities.

The Vendor awarded this contract shall be considered the prime Contractor who will be the sole point of contact with regard to contractual matters and the prime Contractor will be required to assume sole responsibility for the delivery of goods and services stipulated in the Proposal. Payment will be made only to the prime Contractor.

The prime Contractor is responsible for assuring subcontractor compliance with all terms and conditions of this Proposal. The prime Contractor will assume sole responsibility for any payments due the subcontractor(s) under this contract.

If any part of the work is to be subcontracted as part of the proposal, the Cities reserve the right to reject the proposed subcontractor and/or modify both the work to be subcontracted and the

proposed agreement. The requirements as outlined in this Proposal for the prime Contractor also apply to any subcontractors. All contractual agreements must be approved in advance by the Cities' Business Administrators or their designees. Any proposed changes in approved subcontractors during the term of the contract require the prior approval of the Business Administrators or their designees.

The Vendor will supply the following detailed information concerning any subcontractors proposed to be used during the term of the contract:

- a) Name and Address of subcontractor(s).
- b) Detailed description of goods and services to be provided by each subcontractor.
- c) Detailed resumes for subcontractor personnel assigned to the project that demonstrate the individual(s) knowledge, ability and experience as it relates to your proposal.
- d) Documented experience of the subcontractor in successfully performing work on contracts of a similar size and scope to that required by this Proposal.
- e) Copies of business registration certificates (BRC) for all subcontractors

3.7 Disputes

The Cities and Vendor agree that in the event of a dispute arising under the Agreement, whether involving law or fact or both, or extra work, or claims for additional compensation or claims for alleged breach of contract, the parties agree to the following:

- a) All such disputes shall be reported to the Business Administrator or his designee within 48 hours of commencement of such dispute. Vendor shall submit a detailed claim with such specificity to provide the Business Administrator with an intelligent basis for resolving the dispute.
- b) Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived except that if the claim is of a continuing character and notice of the claim is not given within 48 hours of its commencement, the claim will be considered only for a period commencing 48 hours prior to the receipt by each City of notice thereof.
- c) Each decision by the Business Administrator will be in writing and will be mailed to the Vendor by registered or certified mail, return receipt requested, directed to his last known address.
- d) If the Vendor does not agree with a decision of any Business Administrator, it shall in no case allow the dispute to delay the work, but shall notify the Cities promptly that it is

proceeding with the work under protest.

- e) In the event of disputes involving non-monetary issues, the Business Administrators' decision shall prevail. The Business Administrators, in his decision, may conduct such fact finding as he deems necessary in order to resolve the decision.

3.8 Termination for cause

Whenever the Cities determine that the successful Vendor for the contract is unable to provide adequate services to the Cities due to the inability of the Vendor to meet the demands of said contract, the Cities may give written notice of the lack of adequate services to the Vendor, and give the vendor sixty (60) days to correct the inadequate services. If the vendor fails to do so within the allotted time, the Cities may terminate the contract.

If the Vendor shall fail to fulfill in a timely and proper manner its obligations under this agreement, then each Business Administrator shall thereupon have the right to terminate this agreement by giving written notice to the Vendor specifying the effective date of such termination.

The Cities have the right to declare the Vendor in default under the following circumstances:

- a) If the work to be done under this contract is abandoned.
- b) If the Vendor assigns or sublets the work otherwise than as specified.
- c) If the Vendor fails to or refuses to regard laws, ordinances, regulations, and such orders as given by the Cities with respect to the work.
- d) If the Vendor is adjudged bankrupt or makes an assignment for the benefit of creditors.
- e) If the Vendor violates any of the provisions of this contract or shall not perform the same in good faith.

Any violations of these RFP specifications shall render the Vendor non-compliant and shall be legal grounds for contract cancellation.

The Vendor shall be liable for any and all property loss suffered by or occasioned to the Cities due to negligence of the Vendor during the term of the contract, which shall be legal grounds for cancellation of the contract.

3.9 Time for Executing Contract

Any Vendor whose Proposal is accepted will be required to execute four (4) copies of the Contract and furnish satisfactory Certificates of Insurance to the Cities within ten (10) working days after notice of acceptance or prior to the execution of the Contract by the Cities.

The rights and obligations provided for in the Contract shall become effective and binding upon the parties only with its formal execution by the Cities. Any work started or materials delivered prior to said execution of Contract shall be at the Vendor's risk.

3.10 Acquisition, Merger, Sale and/or transfer of business, etc.

It is understood by all parties that if, during the life of the contract, the Vendor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party.

In this event, the new Owner(s) will be required to submit all documentation/legal instruments that were required in the original Proposal/contract. Any change shall be approved by the Cities.

3.11 Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provisions is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall be physically amended to make such insertion.

SECTION 4: WRITTEN PROPOSAL FORMAT

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

4.1 Mandatory content

Each proposal submitted must contain the 15 sections described below:

- § Title Page
- § Table of Contents
- § Executive Summary
- § Background
- § Scope
- § Objectives
- § Project Approach
- § Project Organization
- § Project Workplan (including project organization, critical success factors and risks)
- § Key Dates & Deliverables
- § The Cities' Responsibilities
- § Staffing
- § Assumptions
- § Timing & Fees
- § Appendices/Other

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

4.1.1 Title Page

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

4.1.2 Table of Contents

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

4.1.3 Executive Summary

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

4.1.4 Background

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

- a. Financial, identification of the parent company, services, organization and company goals
- b. Copy of the company's Annual Report including auditor's report including financial statements of owners/principals for the last three (3) years
- c. Organizational chart
- d. Brief biography of those involved in the management of the company
- e. Evidence of experience, capability, and financial responsibility for installing and operating bike share systems in large, densely populated urban areas

4.1.5 Scope

In this section of the proposal, the Vendor should state what it believes to be the scope of the intended project within each City. If there are any gaps between what the Vendor believes should be the proper scope of the solution given all information known at the time of this RFP, the Vendor should clearly state these gaps in this section and clearly mark these concerns as such.

4.1.6 Objectives

In this section of the proposal, the Vendor should state what it believes to be primary objectives for each element of the plan. Vendors may choose to offer suggestions to the Cities on how objectives for this type and size of a phased project should be measured throughout the life of the implementation, to ensure success in delivery of every business priority.

4.1.7 Project Approach

A general discussion of the approach the Vendor is proposing should be contained in this section. This should include detail of all assumptions being made to accomplish the desired approach. A discussion of the high level tasks and key milestones should be described in this section and tie directly or be referenced directly to deliverables in the workplan. Additionally, Vendors should highlight any risks they deem to be significant enough in nature, which could result in any priority specification within the project that would not be delivered on time, and on budget.

4.1.8 Project Organization

The Vendor should detail in this section, the organizational structure it believes necessary to accomplish each phase of the project within the desired timeframe and budget.

Each phase's organization should consider both Vendor and the Cities' resources. Support of, and utilization of Minority and Women Owned Business Enterprises, consistent with the Cities' policies, should be described.

Minimum qualifications for each role should be identified. In addition, the time commitment (both percentage and number of hours) for each resource should be clearly stated.

4.1.9 Project Plan

A general discussion of the approach the Vendor is proposing should be contained in this section. This should include detail of all assumptions being made to accomplish the desired approach. A discussion of the high level tasks and key milestones should be described in this section and tie directly or be referenced directly to deliverables in the workplan.

Vendors should highlight any risks they deem to be significant enough in nature, which could result in any priority specification within the project that would not be delivered on time, and on budget.

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

4.1.10 Key Dates & Deliverables

This section should present a summary of key dates, milestones and associated deliverables found in the work plan. A description of what the Cities should expect to see and/or receive on the associated date should be described and/or presented as examples.

4.1.11 Cities' Responsibilities

In this section, the Vendor should clearly describe any assumptions relating to the responsibilities and/or commitments the Vendor is expecting of the Cities throughout the life of this project.

4.1.12 Assumptions

In this section, the Vendor should clearly describe any assumptions relating to the responsibilities and/or commitments the Vendor is expecting of the Cities throughout the life of this project, as well as any assumptions being made relating to any part of the proposal or project strategy.

4.1.13 Staffing

A discussion of the project team that will be utilized should be contained in this section. The

Cities request that as part of the discussion here, the Vendor state exactly the role the proposed Vendor team member will assume on each phase and detail the qualifications for the role that the team member possesses.

4.1.14 Timing and Fees

In this section, please describe the timing and associated fees the Vendor is proposing for the implementation. Vendors should be sure to include all expenses associated with delivery, in addition to professional fees.

It is important to note that pursuant to N.J.S.A 40A:5-16, the Cities are prohibited from paying for goods or services before they have been provided. Therefore, any proposals which specify payment upon contract signing will be deemed unresponsive and rejected.

This contract will be awarded for a term of five (5) years beginning the date the contract is awarded

4.1.15 Appendices/Other

This section should include at minimum: Vendor qualifications, references and resumes.

If Vendors feel that other materials are necessary (such as promotional literature, white papers, etc) they should provide them in a separate document clearly labeled "Additional Materials" in order to adhere to the 30 page maximum guideline for proposal length. Note that these materials may or may not be reviewed by all evaluators and will not be part of the official evaluation.

4.2 Required forms

Section 10 contains forms which are required to be submitted with each proposal. These forms are statutory and/or administrative in nature and for the most part, self-explanatory.

SECTION 5: OVERVIEW

5.1 Overall Goals

Pursuant to a Cooperative Purchasing Agreement, The City of Hoboken, City of Jersey City, and Township of Weehawken (Cities) are jointly soliciting Requests for Proposals from qualified contractors or teams (Contractor) to implement, operate, maintain and publicize a highly successful and financially self-sustaining on-demand regional bicycle sharing system in Hoboken, Jersey City, and Weehawken to be launched summer 2014.

5.2 Program Details

The program will provide a transportation alternative to motor vehicles for Hoboken's, Jersey City's, and Weehawken's residents, employees, and visitors. The system should utilize technology to operate a fleet of shared bicycles that may be rented from one bike sharing station and returned to another in a network of stations. The system should allow for bicycles to be

accessed from self-service stations by both subscribers and walk-up renters. A subscriber should be able to register via a webpage or smartphone app (iOS, Android), submit payment data and execute a user agreement. A walk-up subscriber should be able to rent bicycles directly at the stations, including submitting credit cards and registering and executing a user agreement. Subscriptions should be available in a variety of lengths of time (e.g. annual, monthly, weekly, daily, etc.). Subscribers who return a bicycle to a station within a set period of time (minimum 30 minutes) will not be charged additional fees beyond the flat membership fee. If the technology permits subscribers to end a bike rental session outside of a designated bike share station, the subscriber shall be charged a fee, and a credit shall be offered to incentivize them to return the bicycle to a designated station. It is preferable that the system permit subscribers to temporarily secure bicycles to non-station locations while maintaining the reservation.

5.3 Financials

As compensation for providing the Cities with the services of the system, the Contractor will collect membership/user fees, advertising and sponsorship revenues and other revenue sources, as approved by the Cities. The sites and designs of the stations, as well as all advertising displays will be subject to the prior approval of the municipality where intended to be located.

Advertising media shall not be permitted for or on behalf of any tobacco products or any "adult" entertainment (i.e., advertisements or displays that involve nudity, partial nudity or pornographic, lewd or sexually explicit images or services, such as advertising for strip clubs, adult book stores and similar establishments). Additionally, a percentage of system profit will be shared with the Cities. All system equipment will be provided and owned by the Contractor, and all installation, operating and promotional responsibilities will be borne and insured by the Contractor. The Contractor must be financially solvent, and each of its members, including its employees, agents or subcontractors of any tier must be competent to perform the services required as determined through the evaluation criteria of this RFP document.

5.4 Equity

Transportation equity will be an essential component of the Hoboken-Jersey City-Weehawken bike share system. Offerors must provide the Cities a plan or set of strategies for accommodating the economically disadvantaged, which may include subsidized memberships, siting of stations in low-income census blocks, offering the ability for subscribers to pay off their memberships in installments as well as lump sums, providing education, materials and outreach (including pre-launch) about the bike share system, and partnering with local bike advocacy groups and public housing authorities to organize community rides.

SECTION 6: BACKGROUND

Hoboken, Jersey City and Weehawken share borders and are located in eastern Hudson County, New Jersey on the west side of the Hudson River. Located directly across from New York City, the three Cities have a combined population of over 310,000 and are inextricably linked through

road, transit, and trail networks.

6.1 Hoboken

In recent years, Hoboken has become one of the most bike-friendly Municipalities in New Jersey and the eastern U.S. In 2012, Hoboken was designated a Bronze-level *Bicycle Friendly Community* by the League of American Bicyclists and received the 9th highest "Bike Score" in the U.S. from Walk Score. Hoboken has bicycle facilities on nearly 1/3 of its centerline miles and plans to expand its bicycle network to encompass over 70% of the city's centerline miles, including New Jersey's first protected bicycle lane. In 2013, Hoboken ran a successful six month pilot bike share system. Hoboken has the 4th highest population density of all American Municipalities and also boasts the highest number of commuters by transit in the U.S. (56%), making bike share ideal for servicing the "first and last miles" of resident's and visitor's commutes.

6.2 Jersey City

Jersey City, New Jersey's second largest city with over 250,000 residents, has a strong grassroots bicycle culture and is quickly emerging as a great bike city. Jersey City is preparing to implement 56 miles of bicycle facilities in the summer of 2014, giving it the most centerline miles of bicycle facilities in the state. Jersey City's Historic Downtown neighborhoods feature many bike share-friendly characteristics, including very high population densities, the 18th largest central business district in the U.S., and a robust transit network of three subway stations, seven light rail stations, and more than a half-dozen bus routes. Adjacent to Jersey City's Historic Downtown is Liberty State Park – the most visited state park in New Jersey and second most visited state park in the U.S. – featuring 1,200 acres of public space and approximately 12 miles of bike trails.

6.3 Weehawken

Weehawken is a small, densely populated community located immediately to the north of Hoboken. The eastern part of the Township features some excellent bicycle facilities, including 2.3 miles of riverfront esplanade and a 3/5 mile bike path that connects northern Hoboken to the Lincoln Harbor HBLR (light rail) station. The riverfront esplanade and HBLR bike path both connect to the Lincoln Harbor mixed use complex, which features shops, restaurants, apartments, and a major hotel. Immediately to the north of Lincoln Harbor along the Hudson River is the Port Imperial area with another HBLR station, the NY Waterway Ferry Terminal, additional residential buildings and another major hotel about to be constructed. The western area of the Township includes a mix of residential and neighborhood commercial uses, as well as a scenic route along the top of the Palisades with breathtaking vistas of the Hudson River and New York City Skyline from the Verrazano to the George Washington Bridge.

6.3 Tourism

Hoboken, Jersey City, and Weehawken are also excellent destinations for tourists to traverse via bicycle. Together, the three communities feature more than 10 miles of Hudson Riverfront esplanade with stunning vistas of the Manhattan skyline, Ellis Island, and the Statue of Liberty.

SECTION 7: PROGRAM OBJECTIVES

7.1 Primary Objectives

The primary objectives of the Hoboken-Jersey City-Weehawken bike share program are to:

- Launch a financially self-sustaining, 24-hour, 365 day bike share program that has the ability to expand regionally in subsequent years, and is capable of meeting negotiated performance standards;
- Reduce dependency on automobiles, particularly for short trips, in turn reducing traffic congestion, vehicle emissions, and demand for parking;
- Increase transportation options for economically disadvantaged residents;
- Enhance our existing public transportation systems by adding capacity to use a public bicycle to complete the first and last leg of a trip (e.g. from the train station to the workplace or home) and enable rail, bus, and ferry commuters to make short trips without a car;
- Promote tourism through exploring the Municipalities by bicycle;
- Spur the transformation of city streets to become environments where pedestrians and bicyclists feel safe and comfortable;
- Expand the health and wellness benefits of bicycle transportation beyond traditional enthusiast groups to everyone living or working in the service area;
- Achieve measurable successful performance and public response to the system, including annual members per bikes in service, average daily uses per bike, average daily trips per residents, projected motorist trip reductions, private buy-in to sponsorships, and engagement of significant future partners for widening the reach of the network;
- Provide a service that will result in high rates of membership satisfaction.

7.2 System Size and Phasing

The City of Hoboken, City of Jersey City, and Township of Weehawken believe that a regional bike sharing program would complement the area's existing and future bike network and

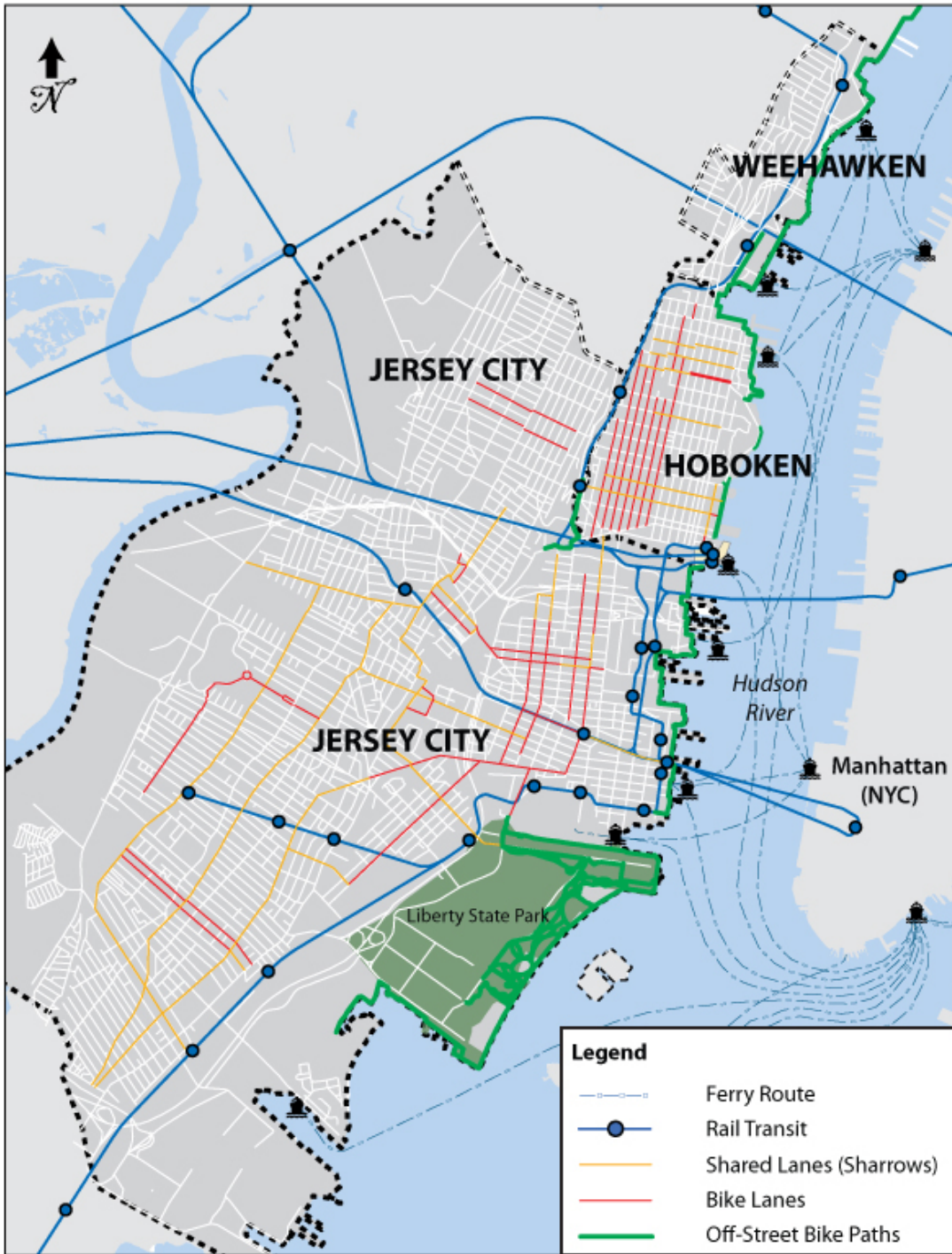
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supplement the area's robust regional transit network. The Cities' vision is to implement the program in phases, with a minimum of 600 bikes in Phase I and additional bikes in later phases based on system demand and mutual agreement between the Contractor and the Cities.

Phase I should include a city-wide rollout in Hoboken consisting of a minimum of 250 bikes. In Jersey City, Phase I should include a minimum of 250 bikes in Zone 1 and a number of bikes in zones 2, 3, 4, and 5 at the discretion of the bidder. (see Appendix B). A minimum of 100 bikes should be distributed throughout the Township of Weehawken. Mediated review of service levels shall take place at a period of six months and again at two years after program launch. At this time, additional review of system size and station locations will also take place, at which time the system size may and/or station locations may be adjusted by mutual agreement between the Contractor and the Cities. Additional expansion of the regional system may take place in future phases through piggybacking agreements by neighboring jurisdictions.

Hoboken-Jersey City-Weehawken Bike Share Coverage Area



SECTION 8: SCOPE OF SERVICES

8.1 Bicycle Minimum Requirements

- Minimum of 250 bikes in Hoboken, minimum of 250 bikes in Jersey City (Zone 1), and minimum of 100 bikes in Weehawken.
- Number of bikes in Jersey City Zones 2-5 at the discretion of the bidder.
- Bicycles must be equipped with secure bike locks and appropriate safety instrumentation, such as lights, reflective strips, bells, etc.
- In order to reduce theft and vandalism, bicycles should utilize parts that are not interchangeable with regular, commercially available bikes.
- Bicycles shall have baskets or compartments for carrying typical items, such as laptop bags or groceries.
- Bicycles must be equipped with kickstands and easily adjustable saddles to accommodate users with a range of heights.
- Bicycles must be weather-proof, belt driven as an option, provide puncture-resistant tires, and have an aluminum frame or other corrosion/rust-resistant material, rustproof chains, chain-guards, mudguards, rust resistance for other components, etc.
- Space to incorporate advertising is preferred.
- Bicycles must be a 26" wheel base hybrid.

8.2 Station Minimum Requirements

- Payment authorization technology that can allow future interoperability with other bike share systems (e.g. Citibike) is preferred.
- All stations will be sited by mutual agreement between the Contractor and each respective municipality. Additional approvals may be required for stations sited on non-municipal property (e.g. any stations and/or impact on County roads would need to be reviewed by the Hudson County Engineering Department and Planning Division.
- Bicycle station components must be theft, tamper and graffiti resistant.
- The stations must have the capacity for lighting to be added as needed to impede vandalism and facilitate nighttime use.
- All station infrastructures must be modular and moveable, requiring no excavation or trenching.
- Solar powered station terminals are preferred.

- Hoboken, Jersey City, and Weehawken are all flood-prone Cities, so stations must be outfitted with weather-proofing, including corrosion-resistant components and other allowances for high humidity and occasional heavy rains and flooding.
- Each station must provide a lighted map or signage showing locations of other stations. Space should be provided at stations for advertising.
- The station user interface must provide the capability for walk-up users to register

8.3 System Minimum Requirements

- The system must be flexible and accessible enough for modifications to pricing, time limitations, and location information to be made easily.
- The system must provide a smartphone app (iOS, Android) to guide users to nearby stations or nearby vacant docks, to notify users of their time limitations, and communicate with the operator about maintenance issues, etc.
- All registration methods must require potential users with the capability to sign liability waivers.
- System must include a method for collection of data such as, number of times each bicycle is used, average trip duration, etc. Data will not be proprietary and will be provide to the Municipalities for analysis and use, and they will reserve the right to make the data publicly available.

8.4 Advertising/Sponsorship/Partnerships

Qualified vendors should have demonstrated experience in brokering sponsorships and partnerships for outdoor advertising for bike sharing systems. Additionally, Offerors should provide the Cities a plan for generating revenue that may include outdoor advertising, electronic advertising, station sponsorships, system-wide sponsorships, event sponsorships, and other partnerships.

8.5 Anticipated Contract Term

The initial contract term will be five (5) years from the date on which a contract is awarded by the Cities. Respondent must identify any objections that it has to this anticipated contract term in its response to the RFP.

8.6 Cooperative Purchasing Agreements

It is the intent of the City of Hoboken, City of Jersey City, and Township of Weehawken to

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establish a cooperative purchasing agreement(s) with other Cities in the New York-New Jersey metropolitan area through this solicitation process in order to establish a regional bike share network. In submitting a response to this RFP, Offeror must acknowledge that their agreement authorizes the Municipalities to allow other governmental bodies to contractually “piggyback” and purchase from the Municipalities’ contract with the successful Offeror. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity.

SECTION 9: EVALUATION CRITERIA

9.1 Evaluation Matrix

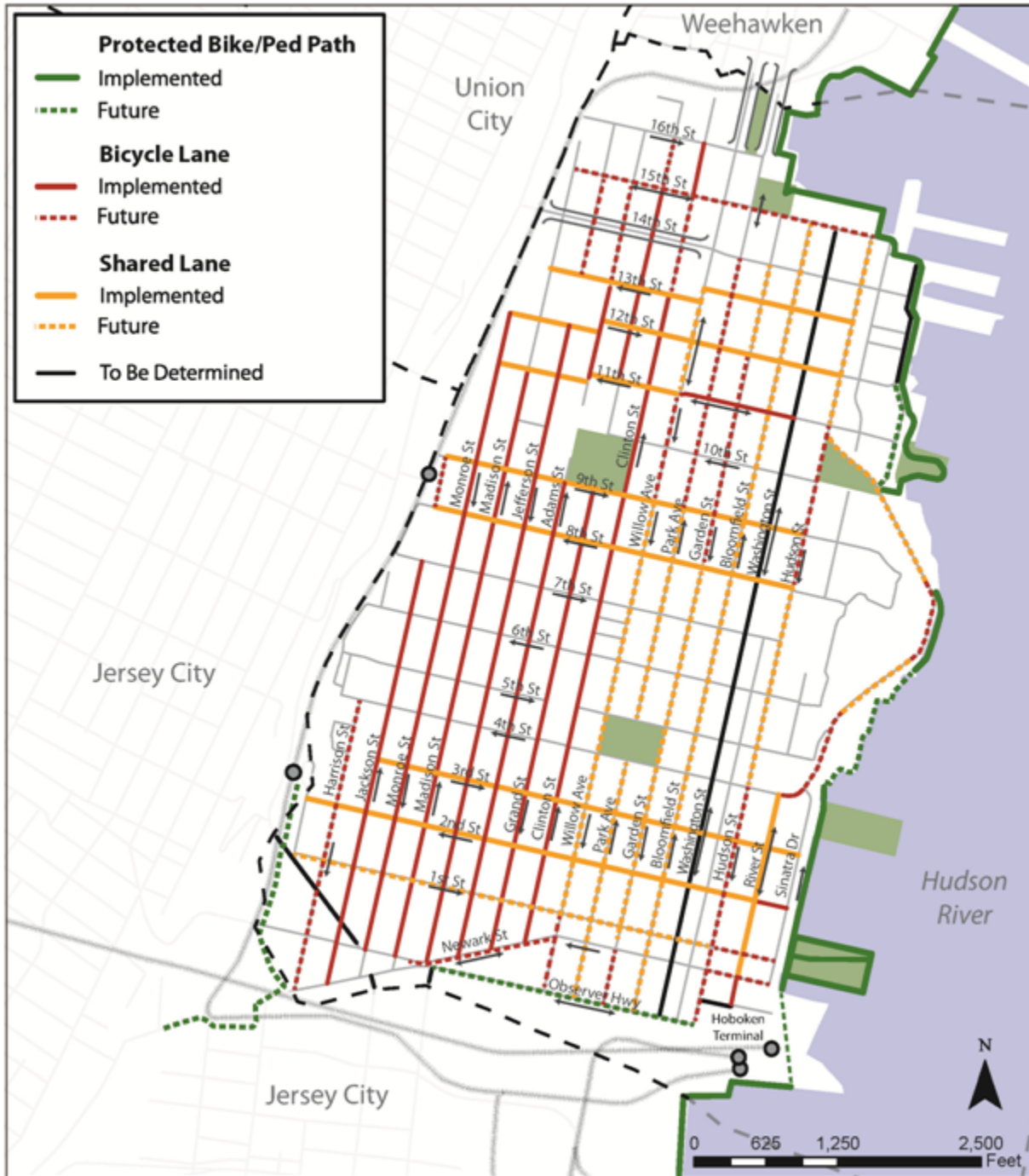
| Item | Maximum Points | Comments |
|--------------------------------------|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A. Qualifications/Experience | 10 | Should demonstrate relevant experience with bike share systems and include staffing plan |
| B. Technical Criteria | | |
| 1. Planning | 6 | Ability to provide quality concept plan |
| 2. Maintenance | 6 | Plan for maintaining stations/bikes |
| 3. Fleet Redistribution | 6 | Ensuring adequate number of bikes at stations |
| 4. Computer System & Operations | 5 | Functionality of station interface & main computer system |
| 5. Bicycles | 5 | Quality and type of bikes provided |
| 6. Promotion/Marketing | 4 | Ability to promote system to public |
| 7. Equity | 3 | Quality of strategies to accommodate economically disadvantaged |
| 8. | | |
| 9. Customer Service | 3 | Quality of customer service/staffing |
| 10. Website & Mobile Apps | 3 | Functionality for City and public users |
| 11. Database | 3 | Record keeping management system |
| 12. Legal | 3 | Indemnification, insurance, etc |
| 13. Membership Options | 2 | Payment plan options for public |
| 14. Street Test | 1 | System testing before program launch |
| C. Management Criteria (50 Points) | | |
| 1. Financial Capability/Sponsorship | 20 | Ability to secure project financing |
| 2. Levels of Investment/System Value | 15 | Ability to financially sustain system |
| 3. Pricing Structure | 4 | System pricing for public usage |
| 4. System Flexibility | 4 | Ability of the system to adapt to changing dynamics |
| 5. System Expandability | 4 | Ability of the system to expand within the Municipalities and into additional jurisdictions. Should provide a plan for future expansion based on demographic analysis, trip generators, existing public transit, and topographic analysis. |
| 6. Profit to City | 3 | Percentage of profit to be shared with the Municipalities |

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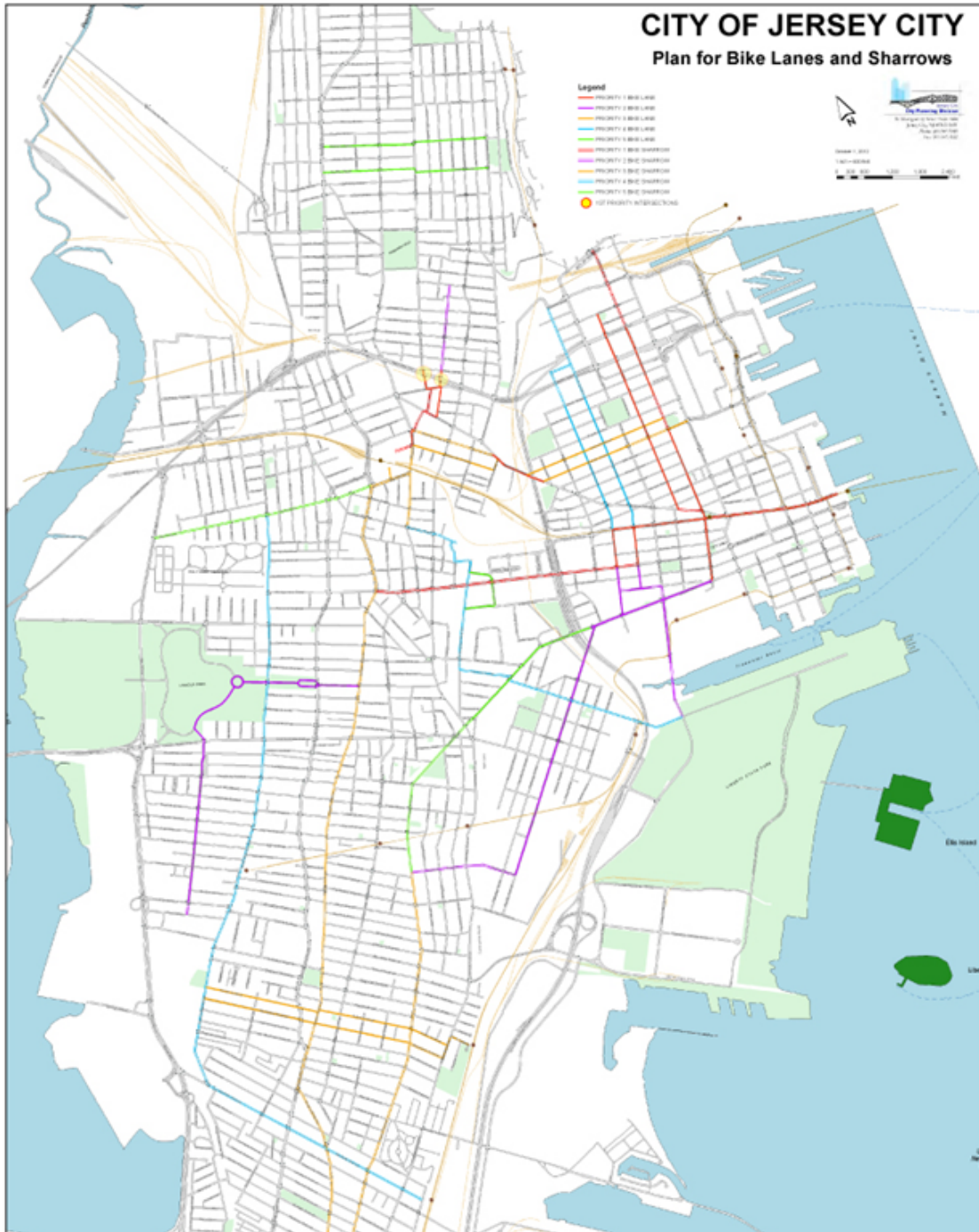
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| | | |
|----------------------------|------------|--------------------------------------------------------------|
| D. Implementation Schedule | 10 | Provide implementation plan and ability to expedite schedule |
| Total | 100 | |

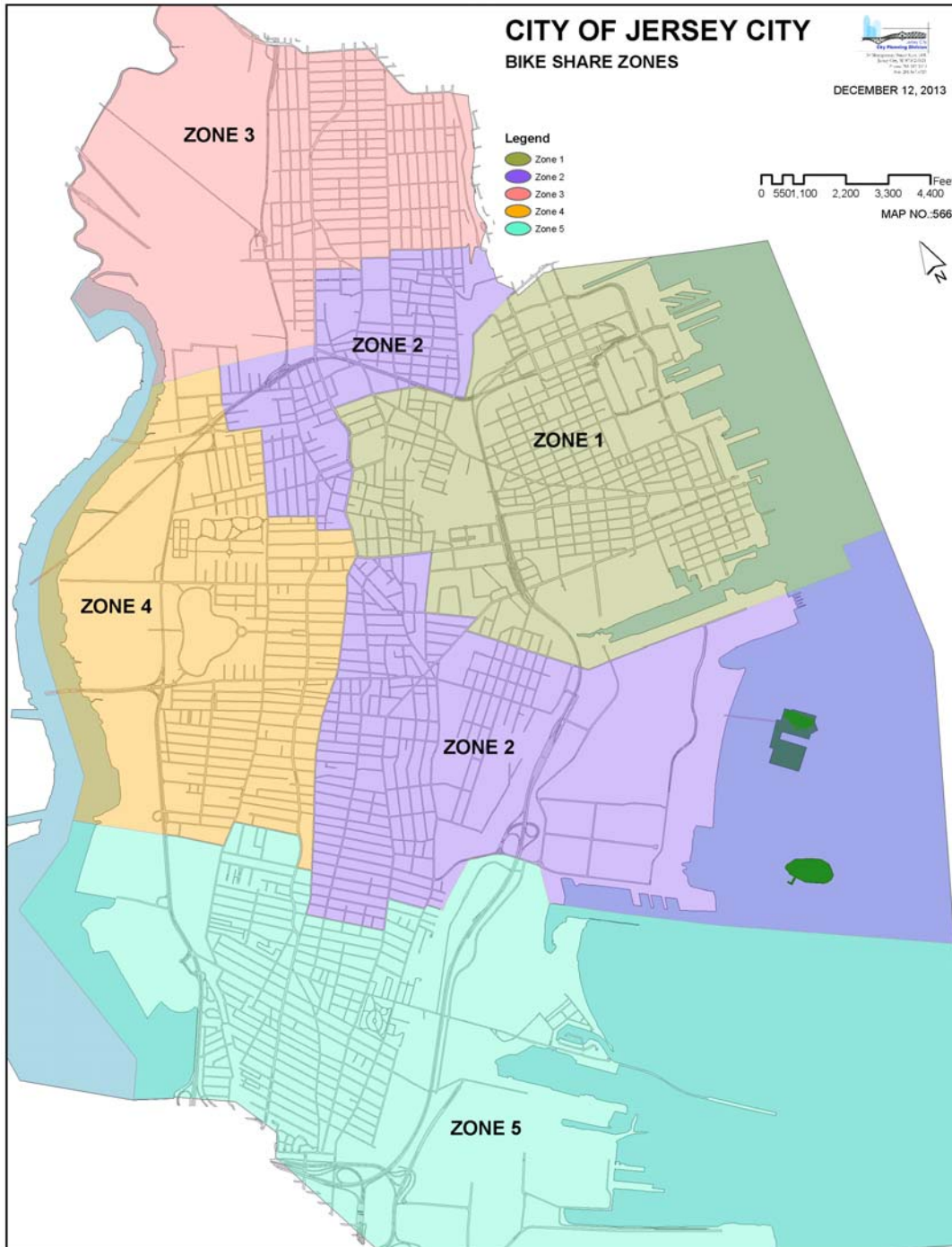
9.2 Appendix A: Hoboken Bike lane Map



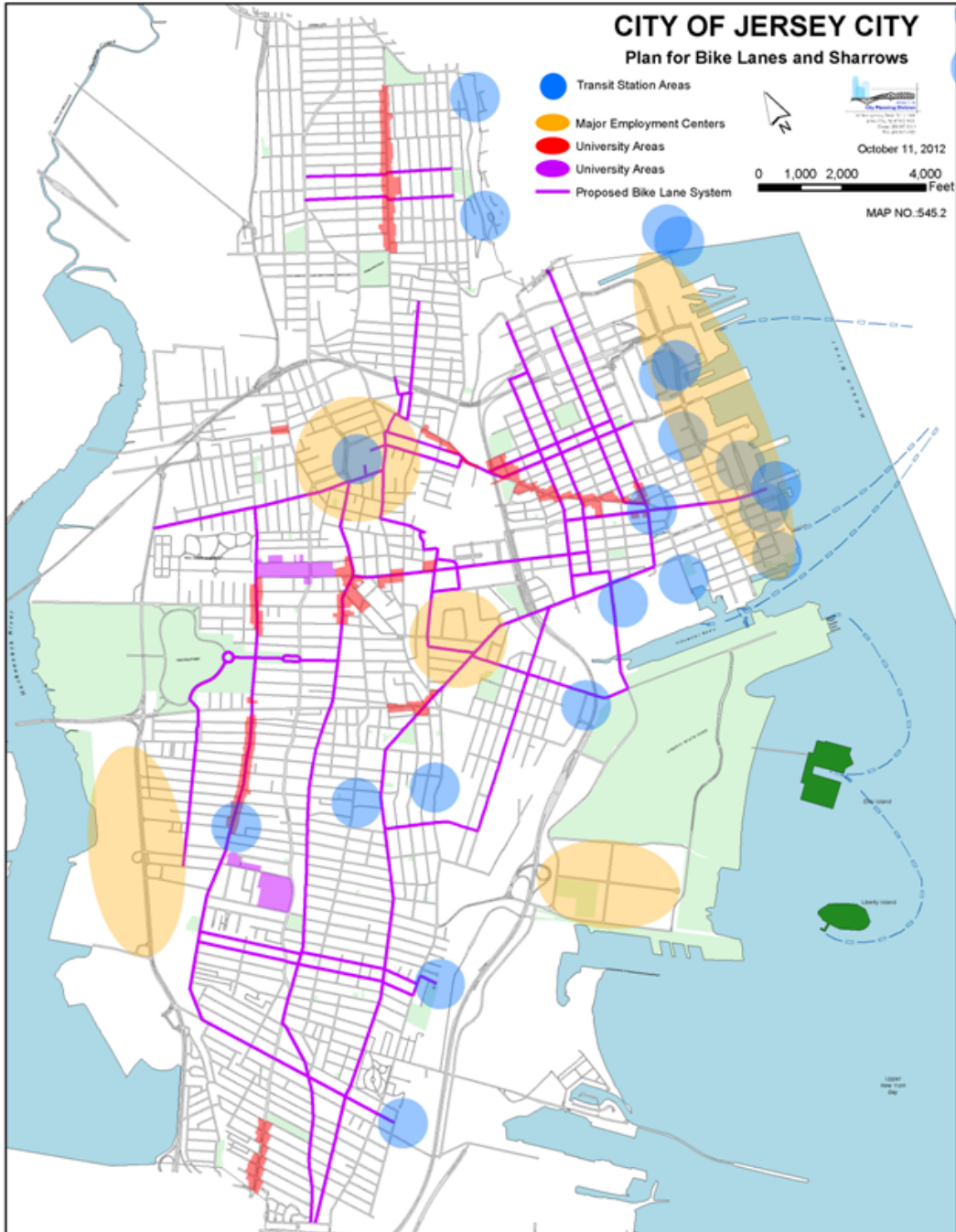
9.3 Appendix B: Jersey City Bike Lane Map



9.4 Appendix C: Jersey City Bike Share Zones



9.5 Appendix D: Jersey City Bike Share Info



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9.6 Contract award

A contract will be awarded pursuant to N.J.S.A. 40A:11-4.1 *et seq.* and N.J.A.C. 5:34-4.1 *et seq.* (Competitive Contracting Law and Regulations). Each Municipal Council will vote to accept the proposal of a Consultant within 60 days of the receipt of proposals, except that the proposals of any Consultants who consent thereto, may, at the request of the Cities, be held for consideration for such longer period as may be agreed.

SECTION 10: PROPOSAL SUBMISSION REQUIREMENTS

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

10.1 Number of copies

Vendors must submit three (3) signed original and one (1) digital copy of their proposal

10.2 Proposal media

Proposals forwarded by facsimile or e-mail will not be accepted, however Vendors may alternately submit one signed original and 1 softcopy version (PDF only) on CD.

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

Responses should be complete and comprehensive. Elaborate bindings or literature are not necessary, but all documentation must be clear and legible. Poor quality copies of materials may be rejected.

10.3 Proposal format

To facilitate a timely and comprehensive evaluation of all submitted Proposals, it is essential that all Vendors adhere to the required response format. The Cities require a standard format for all Proposals submitted to ensure that clear, concise and complete statements are available from each Vendor in response to requirements. The required format is detailed in Section 4.

The Cities are not under any obligation to search for clarification through additional or unformatted information submitted as a supplement to the formatted response. Where a Proposal contains conflicting information, the Cities at its option may either request clarification or may consider the information unresponsive.

10.4 Proposal length

The exact presentation and layout format of Proposals is up to the discretion of the Vendor, however a maximum length of 30 pages is strongly suggested. Each proposal and all required forms must be signed in ink by a person authorized to do so.

SECTION 11: GENERAL TERMS AND CONDITIONS

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

11.1 Cities' right to reject

The Cities reserve the right to reject any or all Proposals, if necessary, or to waive any informalities in the Proposals, and, unless otherwise specified by the Vendor, to accept any item, items or services in the Proposals should it be deemed in the best interest of the Cities.

11.2 Original/Authorized signatures

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

11.3 Delivery of Proposals

Proposals may be hand delivered or mailed consistent with the provisions of the legal notice to Vendors. In the case of mailed Proposals, the Cities assume no responsibility for Proposals received after the designated date and time and will return late Proposals unopened.

11.4 Equal Employment Opportunity/Affirmative Action requirements

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

Goods and Services (including professional services) consultants/Vendors shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

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

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The Vendor=s attention is also called to Section 10 of this document which contains the required information and forms.

For information on EEO/AA requirements and forms only, please contact:

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

Tel. #201-547- 4533

Fax# 201-547-5088

E-mail Address: abuanJ@jcnj.org

Or

Kimberley Wilson, Esq.
Office of Corporation Counsel
94 Washington Street
Hoboken, New Jersey 07030
Kwilson@hobokennj.gov
201-420-2057

11.5 Business Registration Certificate

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq).

Vendors are required to comply with the requirements of P.L. 2004, c. 57 (Chapter 57) which include submitting a copy of their Business Registration Certificate (BRC), issued by the NJ Department of the Treasury prior to a contract award. For more information on obtaining a BRC, see Section 10.

11.6 Clarification of specifications

Should any difference arise as to the meaning or intent of this specification, the Cities' Business Administrators' final written decision shall be final and conclusive.

11.7 Indemnification

The Vendor, if awarded the contract, agrees to protect, defend and save harmless each City against damage for payment for the use of any patented material process, article or devise that may enter into the manufacture, construction or form a part of the work covered by either order or

contract, and further agrees to indemnify and save harmless each City from suits or actions of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by any party or parties by, or from, any of the acts of the Vendor, its servants or agents.

11.8 Insurance requirements

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

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

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name each City as an additional insured.

Self-insured Vendors shall submit an affidavit attesting to their self-insured coverage and shall name each City as an additional insured.

11.9 Vendor Termination Responsibilities

Should the vendor and the Cities mutually elect to terminate the contract, the vendor is required to remove all equipment from the cities and return the street and/or sidewalk to its condition prior to the contract

SECTION 12: REQUIRED ADMINISTRATIVE FORMS (begin on next page)

CITY OF HOBOKEN

PROJECT: Jersey City-Hoboken-Weehawken Bicycle Share Program

RESPONDENT: _____

| REQUIRED | SUBMISSION REQUIREMENT | READ AND/OR SUBMITTED |
|-----------------|--------------------------------------------------|------------------------------|
| X | Proposal Forms | |
| X | Stockholder Disclosure Certificate | |
| X | Non-Collusion Affidavit | |
| X | New Jersey Business Registration Certificate | |
| X | Mandatory Affirmative Action Language | |
| X | Americans With Disabilities Act of 1990 Language | |
| X | Insurance | |
| X | Addendum Acknowledgement Form | |
| X | Exception Form | |
| X | Iranian Investment Form | |
| X | Nuclear-Free Hoboken Ordinance | |

**EXCEPTIONS and ADDENDUM TO SPECIFICATIONS
Professional Services – Licensed Attorney
Special Counsel – Redevelopment Counsel (THIRD ATTEMPT)**

Term: January 1, 2014 through December 31, 2014



COMPANY NAME _____

Addendum:

1.

Exceptions:

1.

FIRM QUALIFICATIONS

(Attach additional sheets if necessary)

COMPANY NAME _____

COMPANY LOCATIONS (if more than one, list principal location first)

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

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

OR

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

OR

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

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her proposal shall be rejected as non-responsive if said vendor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

**STOCKHOLDER DISCLOSURE CERTIFICATION
STOCKHOLDER DISCLOSURE FORM**

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership Corporation Sole Proprietorship Limited Partnership Limited Liability Corp. Limited Liability Partnership Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

| | |
|---------------|---------------|
| Name: | Name: |
| Home Address: | Home Address: |
| Name: | Name: |
| Home Address: | Home Address: |
| Name: | Name: |
| Home Address: | Home Address: |

| | |
|-------------------------------------------------------------|---------------------------------------|
| Subscribed and sworn before me this ____ day of _____, 2__. | _____ (Affiant) |
| (Notary Public) | _____ (Print name & title of affiant) |
| My Commission expires: | |

**AMERICANS WITH DISABILITIES ACT OF 1990
ACKNOWLEDGEMENT FORM**

This form is an agreement of the successful Vendor's obligations to comply with the requirements of 42 U.S.C. §121.01 et seq., referred to as the Americans Disability Act of 1990.

The undersigned Vendor hereby acknowledges receipt of the Americans With Disabilities Act of 1990 found at Appendix B of this packet.

The undersigned Vendor hereby certifies that he/she is aware of the commitment to comply with the requirements of 42 U.S.C. §121.01 et seq. and agrees to furnish any required forms as evidence of compliance.

The undersigned Vendor further certifies that he/she understands that his/her proposal shall be rejected as non-responsive, and any contract entered into shall be void and of no effect if said Vendor fails to comply with the requirements of 42 U.S.C. §121.01 et seq.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

THE NUCLEAR-FREE HOBOKEN ORDINANCE

(1) FINDINGS: The People of the City of Hoboken hereby find that:

(a) Nuclear weapons production, in the United States and in other countries, is draining the world's resources and presenting humanity with an ever-increasing threat of nuclear war.

(b) Any participation in the nuclear war industry, locally, federally, or otherwise, directly condones the possible annihilation of our civilization. We see this as a crime against the sacredness of our humanity.

(c) The emphatic expression of our community, along with communities throughout the world, can help initiate steps by the United States, the Soviet Union, and other nuclear weapons powers to end the arms race and the proliferation of all nuclear weapon systems.

(2) POLICY: Hoboken shall be established as a Nuclear Free Zone.

A Nuclear Free Zone shall be defined by these requirements:

(a) No nuclear weapons, delivery systems for such weapons, or components expressly intended to contribute to the operation, guidance or delivery of a nuclear weapon shall be produced or stored within the City of its' port.

(b) No waste from the production of nuclear weapons, their components, or commercial nuclear power shall be stored within the City of its' port.

(c) No research furthering nuclear weapons, their components, or commercial nuclear power shall be stored within the City of its' port.

(d) The Mayor and Council of the City of Hoboken shall request the United States Department of Transportation and the New Jersey Department of Transportation to provide the City with advance notification of any radioactive waste shipment through the City limits. Upon such notification, the Mayor and Council shall act to prevent transportation of radioactive waste through the City by seeking an exemption for preemption by Department of Transportation regulations or using other legal means at their disposal.

(e) The Mayor and Council of the City of Hoboken shall not do business or award any municipal contract to any person, firm, or organization engaged in the production of nuclear weapons or components.

(3) This ordinance expresses the policy of the City of Hoboken. It is not intended to make violations subject to forfeiture and nothing in this ordinance shall be construed to prohibit or regulate any activity not specifically described in Subsection (2).

(4) SEVERABILITY: If any portion of this Ordinance is hereafter declared invalid, all remaining portions shall remain in full force and effect, and to this extent, the provisions of this Ordinance are severable.

CERTIFICATION: I hereby certify that _____ **does / does not** engage in the production of nuclear weapons or components. (Name of Vendor)

Date

Signature

Title

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

I, _____ residing in _____

(name of affiant)

(name of municipality)

in the County of _____ and State of _____

of full

age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____

(title or position)

(name of firm)

_____ the Vendor making this Proposal for the proposal
entitled _____, and that I executed the said proposal

(title of proposal)

with full authority to do so that said Vendor has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive contracting in connection with the above name project; and that all statements contained in the said proposal and in this affidavit are true and correct, and made with full knowledge that the **City of Hoboken** 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 Vendor)

Subscribed and sworn to
before me this day _____ 20____

(Type or print name of affiant under signature)

Notary Public of _____

My Commission expires _____ 20____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN
City of Hoboken
PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK EITHER BOX WILL RENDER THE PROPOSAL NON-RESPONSIVE.

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

PLEASE CHECK EITHER BOX:

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

OR

I am unable to certify as above because I or the bidding entity and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.

Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

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

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES

Name: _____ Relationship to Bidder/Vendor: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date _____

Bidder/Vendor _____

Contact Name: _____ Contact Phone Number: _____

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

Full Name (Print): _____ Signature: _____

Title: _____ Date: __

Bidder/Vendor: _____

CITY OF JERSEY CITY

PROJECT: Jersey City-Hoboken-Weehawken Bicycle Share Program_____

RESPONDENT: _____

RESPONDENT=S CHECKLIST

| Item | Respondent Initials | Purchasing Review |
|-------------------------------------------------|--------------------------------|------------------------------|
| A. Non-Collusion Affidavit properly notarized * | | |
| B. Public Disclosure Statement * | | |
| C. Mandatory Affirmative Action Language | | |
| D. Americans with Disabilities Act | | |
| E. MWBE Questionnaire | | |
| F. Affirmative Action Compliance Notice | | |
| G. Employee Information Report | | |
| H. Business Registration Certificate | | |
| I. Exception sheet(s) (optional - see below) | | |
| J. Non-submission of proposal (optional) | | |
| K. Original signature(s) on all required forms. | | |

* Failure to include these documents with Proposal will result in automatic rejection of Proposal.

Please check one:

- No exception to specifications
- Exception sheet(s) attached to Proposal

EXCEPTION SHEET

Non-Submission of Proposal Form

In keeping with the Cities' policy of evaluating and updating Purchasing procedures, we request that RFP recipients who do not submit proposals, complete and return this form, indicating the reason(s) for not submitting a proposal.

Thank you in advance for your cooperation

PROJECT: Jersey City-Hoboken-Weehawken Bicycle Share Program

Reason(s) for not submitting a proposal:

Name of Company: _____

Signature: _____ Title: _____

Please return this form to:

Peter Folgado
Purchasing Agent
1 Journal Square Plaza, 2nd floor
Jersey City, NJ 07306

NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
CITY OF JERSEY CITY ss:

I certify that I am _____

of the firm of _____

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

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

(Signature of respondent) _____

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY _____ OF 20_____

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20 .

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

PUBLIC DISCLOSURE INFORMATION

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

STOCKHOLDERS:

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

SIGNATURE : _____

TITLE: _____

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY _____ OF 20 _____

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20 .

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

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

Jeana F. Abuan
Affirmative Action Officer, Public Agency Compliance Officer
Department of Administration
Office of Equal Opportunity/Affirmative action
280 Grove Street Room-103
Jersey City NJ 07302
Tel. #201-547- 4533
Fax# 201-547-5088
E-mail Address: abuanJ@jcnj.org

(REVISED 4/13)

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print): _____

Representative's Signature: _____

Name of Company: _____

Tel. No.: _____

Date: _____

Sample Letter of Federally Approved Affirmative Action Plan

U.S. Department of Labor

Employment Standards Administration
Office of Federal Contract
Compliance Program



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

February 27, 19__

Reply to the attention of:

President

Dear

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

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

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

Sincerely,

Area Office Director



State of New Jersey

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

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

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

ISSUANCE OF CERTIFICATE OF EMPLOYEE INFORMATION REPORT

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

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

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

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

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

Sample Certificate of Employee Information Report

VOID

Certification _____

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor listed includes 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 CERTIFICATE. DO NOT SUBMIT LEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: <http://www.state.nj.us/treasury/contract/compliance/pdf/aa302r11v.pdf>

SECTION A - COMPANY IDENTIFICATION

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

4. COMPANY NAME _____

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

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

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

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

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

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

Official Use Only

| | | |
|---------------|------------|-------------------------------|
| DATE RECEIVED | NAUG. DATE | ASSIGNED CERTIFICATION NUMBER |
| | | |

SECTION B - EMPLOYMENT DATA

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

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

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?
 1. Visual Survey 2. Employment Record 3. Other (Specify) _____

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

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

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

SECTION C - SIGNATURE AND IDENTIFICATION

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

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

Sample Employee Information Report Form AA302

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

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

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

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

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

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

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

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

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

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

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

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

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

Racial/Ethnic Groups will be defined:

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

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

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

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

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

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

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

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

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

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

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

TYPE OR PRINT IN SHARP BALL POINT PEN

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

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

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

Sample Duplicate Certificate of Employee Information Report Request

Form Duplicate Cert.
Rev. 11/11

Print Form



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

DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

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

SECTION A - COMPANY IDENTIFICATION

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

3. COMPANY NAME

4. STREET CITY COUNTY STATE ZIP CODE

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

SECTION B - SIGNATURE AND IDENTIFICATION

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

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

SECTION C - OFFICIAL USE ONLY

| | |
|----------------|----------------------------|
| RECEIVED DATE: | DIVISION OF REVENUE DLN #: |
| | |

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

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

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

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

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

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

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

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

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

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

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

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



State of New Jersey

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

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

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

RENEWAL NOTICE

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

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

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

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

(AA-02 Rev. Mar-10)

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

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

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

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

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

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

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

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

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

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

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

ITEM 10 - Not Applicable.

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

Racial/Ethnic Groups will be defined:

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

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

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

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

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

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

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

ITEM 14 - Not Applicable.

ITEM 15 - Not Applicable.

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

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

TYPE OR PRINT IN SHARP BALL POINT PEN

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

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

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY

Division of Public Contracts Equal Employment Opportunity Compliance

DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

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

SECTION A - COMPANY IDENTIFICATION

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

3. COMPANY NAME

| | | | | |
|-----------|------|--------|-------|----------|
| 4. STREET | CITY | COUNTY | STATE | ZIP CODE |
|-----------|------|--------|-------|----------|

5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE

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

SECTION B - SIGNATURE AND IDENTIFICATION

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

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

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

SECTION C - OFFICIAL USE ONLY

| | |
|----------------|----------------------------|
| RECEIVED DATE: | DIVISION OF REVENUE DLN #: |
|----------------|----------------------------|

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

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

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Equal Employment Opportunity Compliance
PO Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

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.

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

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

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

Street _____ City _____ County _____ State _____ Zip Code _____

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

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

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

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

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

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

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

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

Representative's Name/Title Print: _____

Representative's Signature: _____

Name of Company: _____

Tel. No.: _____

Date: _____

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

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

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

Business Name : _____

Address : _____

Telephone No. : _____

Contact Name : _____

Please check applicable category :

_____ Minority Owned Business (MBE)

_____ Minority & Woman Owned
Business (MWBE)

_____ Woman Owned business (WBE)

_____ Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

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

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

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

Business Name: _____

Address: _____

Telephone No. : _____

Contact Name: _____

Please check applicable category:

_____ Minority Owned Business (MBE)

_____ Minority & Woman Owned
Business (MWBE)

_____ Woman Owned business (WBE)

_____ Neither

Definitions

Minority Business Enterprise

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

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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
FOR STATE AGENCY AND GAMING SERVICE CONTRACTORS**

| | |
|--------------------------------------------------|------------------------------------|
| TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT | TRADE NAME: CLIENT REGISTRATION |
| TAXPAYER IDENTIFICATION NUMBER: 97-047-882800 | SEQUENCE NUMBER: 89878 |
| ADDRESS: 1500 N. 3RD ST TRENTON, NJ 08611 | ISSUANCE DATE: 02/14/04 |

Jed & Leahy

**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

| | |
|---------------------|---------------------------------------|
| Taxpayer Name: | TAX REG TEST ACCOUNT |
| Trade Name: | |
| Address: | 247 ROBINSON AVE TRENTON, NJ 08611 |
| Certificate Number: | 1053907 |
| Date of Issuance: | October 14, 2004 |

For Office Use Only:
20041014112023623