

**Town of West New York
Hudson County, NJ
Notice for R.F.P.
(Request for Proposal)**

Request for Proposals will be received by the **Town Clerk** of the Town of West New York, in the County of Hudson, New Jersey, at the **Town Clerk's Office** in the Municipal Building, 428-60th Street, West New York, N.J. on **Monday, November 18, 2013 at 10:00 a.m.** for the following, in accordance with the Request for Proposals now on file in the office of the Town Clerk, Municipal Building, 428-60th Street, West New York, N.J., where same may be obtained during office hours from 9:00 a.m. to 4:00 p.m.:

Computer Consulting & Maintenance Services

All RFPs shall be submitted in sealed envelopes addressed to the Town Clerk of West New York, the envelope shall have marked conspicuously on its face on the top right-hand side in letters not less than one inch the word **“Request for Proposals”** followed immediately below those words in letters not less than one half inch high: **“Request for Proposals for “Computer Consulting & Maintenance Services” for the Town of West New York”** and underneath that **“To be received on Monday, November 18 , 2013 at 10:00 a.m.”** Proposals will not be accepted by facsimile transmission or e-mail.

Requests for Proposals are available in the Office of the Town Clerk, 428 – 60th Street, West New York, NJ (telephone no. 201-295-5090; fax no. 201-861-2576). Proposals shall be submitted on the forms provided and shall be in accordance with the specifications contained in the Request for Proposals.

The Town intends to award any contract for these services pursuant to N.J.S.A. 40A:11-5. If RFPs are to be accepted by mail or courier, the RFPs must be placed in an outer envelope, which on the top right-hand side shall clearly designate in the same manner as set forth above, the same size and information. The inner envelope shall have specifically placed in the center the same information as set forth above and on the bottom left-hand side the name and address of the Respondent.

Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.5 et seq. Responders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and all other requirements set forth in the Request for Proposal.

Respondents must submit an original and three (3) copies of their Proposal to the designated contact person or designee:
Carmela Riccio, Municipal Clerk
West New York Municipal Building
428 – 60th Street (Room 2)
West New York, NJ 07093

The Town of West New York reserves the right to reject any or all Proposals, to waive any informalities or to accept a Proposal which, in its judgment, best serves the interest of the Town.

Dated: October 23, 2013

By Order of the Mayor and the Board of Commissioners of the Town of West New York

Carmela Riccio, Municipal Clerk
Town Clerk

Technical Specifications

Purpose:

The following procedures are designed to provide the basic for a competitive RFP to award service to manage the computer workstations, servers and network for the Town of West New York.

Qualifications:

The successful applicant is required to have at least five (5) years' experience in the management of computer and networks fields.

Scope of Services

The contract award for computer Management shall be awarded by the Mayor and board of commissioners by a majority vote of a quorum of its members and shall be in effect for one (1) year and may be extended for two (2) one (1) years periods at the discretions of the Town Commissioners.

Proposal Base Service:

The Management Information System Consultant shall provide the following service for all Town Offices as part of its maintenance base price:

1. File Server Management: Daily on-line real time monitoring of critical functions. On-site and remote support. Complete service pack and patch updates on a regular basis. Review all ancillary programs, including but not limited to firewall, tape backup, antivirus programs etc. for updates and confirm system maintenance checks are being performed. Perform forced data backup on the application server.
2. Workstation Management: On-site and remote support. Complete patch management. Maintain properly functioning configurations.
3. General Consulting/IT services: Server, workstation, printer, network device consultation, configuration, and installation, software updates, network troubleshooting. On-site repairs and installation of printers, computers and other equipment as necessary.
4. Network Status: All hardware and software programs are to be reviewed and updated to protect the network server and workstations. Utilization of hardware, software, and services that check traffic, block restricted sites, and prevent cyber-attacks are to be reviewed and recommendations are to be made.
5. The applicant / proposer must have demonstrated successful experience in supporting First Byte, Munidex and tax applications.
6. Maintenance to 4 Servers, 96 workstations and network equipment.

Hourly Service:

The Town of West New York at its discretion requires the successful proposer to perform service on an hourly basis and will be additional to the base bid price. This hourly services shall include the following:

- a. Installing and replacing old workstations and printers and misc. equipment.
- b. Installing new and updated software.
- c. Installing and replacing network equipment
- d. Other service deemed necessary to by the Town to insure proper management information system operations, not otherwise described herein.
- e. When requested, and/or as necessary the Computer Consultant shall provide all necessary advice to the Town regarding the procurement of hardware or software.
- f. Help Desk support

The minimum amount of hours the Town may request during each contract period is 0 hours; the maximum may be 1040hours.

Hardware:

- Must be able to troubleshoot, repair, maintain and upgrade Intel and AMD compatible file server and workstation.
- Must be able to troubleshoot, repair, maintain and upgrade Apple Macintosh workstation.
- Must be able to troubleshoot, repair, maintain and upgrade Laser, Dot Matrix and inkjet printer.
- Must be able to troubleshoot, repair, maintain and upgrade communications equipment.
- Must be able to troubleshoot, repair, maintain and upgrade network equipment. This will include maintaining and expanding the existing 100Base-T and 1000Base-T LAN network cabling. Maintaining existing network equipment.
- Must be able to configure, troubleshoot, repair and maintain remote hardware based print servers.
- Must be able to set any new device to work properly.
- Must be able to expand the existing network equipment as needed.
- Must be able to make recommendations for new equipment as needed.

Software:

- Technical support and maintenance, including upgrade installation as well as problem resolution whenever new equipment or application are added to the network for Novell Netware, Microsoft windows NT, Windows 2000, 2003 and 2008 server, windows XP, Windows 7 and future versions. Apple Macintosh workstations connected to a windows base file server.
- Ability to administrate Windows 2000, 2003 and 2008 Active Directory.
- Ability to administrate Windows 2000, 2003 and 2008 DNS and DHCP.
- Knowledge of Windows 2000, 2003 and 2008 Server administration, which includes security polices, IIS, File printer and sharing folders, VPN and remote access, FTP and Mail administration.
- Ability to administrate Window XP and Windows 7 mixed network environment, workstations and users.
- Manage user's access to the network, print services usage, control network traffic.
- Knowledge of administration of Novell Netware, Microsoft Windows NT, Windows 2000, 2003 and Windows 2008 file server operating system mixed in a network environment.
- Knowledge of printer sharing and printer server administration.
- Knowledge of user's management and security administration.
- Knowledge of internet access service management.
- Knowledge of TCP/IP addresses management, firewall configuration and strong knowledge of network protocols and security.
- Knowledge of Corporate Antivirus Environment.
- Must provide help desk support with the following applications: Word, Excel, Access, Outlook, Munidex, First Byte, Mitchell Humphrey, ESP, etc.
- Must provide help desk support with printers, network access, files sharing, and/or any other issues.
- Windows compatible application, setup, modifications, upgrades and troubleshooting, including Munidex, First Byte, Mitchell Humphrey, ESP
- Database programming in Access, Microsoft FoxPro, Microsoft Visual FoxPro, Seagate Crystal Report and R&R Report writer for Windows. These program skills are needed to create and modify specific custom applications.
- Familiarity with Town Hall specific operations.
- Familiar with accounting activities.
- Required be familiar with Munidex, First Byte, Mitchell Humphrey, ESP.
- Must provide backup solution and cost for implementation.
- Must provide a disaster and recovery plan.

Professional Information and Qualifications

Each interested firm shall submit the following information:

1. Name of firm:
2. Address of principal place of business and all partners or firm's offices and corresponding telephone and fax numbers. Please note specifically which partners will be assigned to work with the Authority.
3. Prior computer support services.
4. Experience related to representation of public entities.
5. Costumer References.
6. Examples of your record of success representing public entities.
7. The firm's ability to provide the services in a timely fashion (including staffing, familiarity and location of key staffing) Bidders must guaranty that technical support will be provided within one hour of receiving a call. In the event if hardware failure, replacement parts must be available by noon on the following business day.
8. Cost details.
9. Insurance
10. Any other information which the interested firm deems relevant.
11. New Jersey Business Registration Certificate.
12. Fully executed Non-Collusion Affidavit which is attached.
13. Fully executed Disclosure of Ownership form which is attached.
14. Listing of all certification and licenses. Following licenses are mandatory to operate on The Town Of West New York.

Mandatory Certifications:

- A+ Certified Professional IT Technician.
 - MCP (Microsoft Certified Professional)
 - MCDST (Microsoft Certified Desktop Support Technician)
 - MCTS (Microsoft Certified Technology Specialist)
 - Network+
 - Telecommunication Limited Wiring Exemption
15. Vendors/Consultants must guaranty that full time employees of their company will provide the above services. The use of outside consultants or sub-contractors will not be acceptable.
 16. Certification of Work-Free Workplace.
 17. Affirmative Action Affidavit.
 18. Any other form attached to this package.

Disaster and Recovery Plan:

At the Town’s Option the successful applicant will provide a Disaster and Recovery Plan. Proposer should describe the service to be provided in detail. This shall not be billed on an hourly basis. One time price must be provided.

Off-Site Server Download

At the Town’s option, the successful applicant shall provide daily off site server download. Service must be describing in detail. This shall not be billed hourly.

EVALUATION FACTOR FOR COMPUTER CONSULTANT & MAINTENANCE

1. Professional and technical experience as Computer Specialist, with evidence of ability to perform the work.
15 points

2. Past performance in terms of quality of work, compliance with performance schedules, attention to details and capability to respond to calls within one (1) hour.
15 points

3. General response including understanding of all Town of West New York System and programs. Be familiar with First Byte, Muidex, Mitchell Humphrey, ESP software.
35 points

4. Proficiency and knowledge of Town of West New York operations.
25 points

5. Fee Schedule
10 points

Other Causes for Rejection

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

- A. If prices are obviously unbalanced;**
- B. If received from Bidders-applicants who have previously performed work in an unsatisfactory manner;**
- C. If the Mayor and Board of Commissioners at its sole discretion, deems it advisable to do so in the best interest of the Town of West New York.**
- D. If conditions, limitations or provisions are attached by a applicant to the proposal, if proposals are otherwise irregular or if the enclosed or accompanying documents are not completed and properly executed;**
- E. If the proposal does not own sufficient or satisfactory equipment and or qualified to perform the work, or state licensure (s);**
- F. If the proposal submits false information;**
- G. If when a proposal is extremely inconsistent with the industry's standards, such proposal shall be considered null. The determination as to industry standards shall be made by the Purchasing Agent and shall be kept on file by the Purchasing Agent;**
- H. When a applicant is deemed not responsible;**
- I. When a applicant is deemed to have past negative experience with the Town.**
- J. Any of the reason for rejection of bids are stated in N.J.S.A. 40 A:11-13.2**

A. NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

TOWN OF WEST NEW YORK ss:

I certify that I am _____

of the firm of _____

the Respondent submitting the Qualification Statement in response to the within Request for Qualifications, and that I executed said Qualification Statement with full authority so to do; that said Respondent has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in connection with the within Request for Qualifications; and that all statements contained in the Respondent's Qualification Statement and in this affidavit are true and correct, and made with full knowledge that the Town of West New York will rely/relies upon the truth of the statements contained in said Qualification Statement and in the statements contained in this affidavit in awarding the contract(s) for the services sought in the within Request for Qualifications.

I further warrant that no person or selling agency has been employed to solicit or secure a contract for the services sought in the within Request for Qualification upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of the Respondent or as may be permitted by law.

(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**

B. PUBLIC DISCLOSURE INFORMATION

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership (general, limited or joint venture) 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**

C. 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**

If your firm is awarded a contract your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. The following language, subject to any amendments by law or regulation, will be incorporated into any contract issued for the services advertised:

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 take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the

applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, 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 applicable 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, 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

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

D. AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Town of West New York, (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.

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability (continued)

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: _____.

E. AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

**GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder 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 contractor 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 contractor 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 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her 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.

COMPANY: _____

SIGNATURE: _____ DATE: _____

PRINT NAME: _____ TITLE: _____

F. MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)

Questionnaire for Bidders

The town of West New York, in accordance with the stated policy of non-discrimination and equal employment opportunity in the Municipal Code, recognizes 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 Minority & Woman Owned
 Woman Owned Neither

Definition of 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: a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

STATE OF NEW JERSEY
Division of Contract Compliance & Equal Employment Opportunity

EMPLOYEE INFORMATION REPORT

For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

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

Official Use Only	DATE RECEIVED	NAUG. DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

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

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

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

SECTION C - SIGNATURE AND IDENTIFICATION

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

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT:

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM. SEND COPY OF CURRENT CERTIFICATE TO THE PUBLIC AGENCY. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

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

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

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

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

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

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

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

ITEM 8 - If "Multi-establishment" was entered in item 7, enter the number of establishments within the State of New Jersey.

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

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code.

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

Racial/Ethnic Groups will be defined:

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

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

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

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

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

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

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

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

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

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

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

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN COPY FOR THE VENDOR'S OWN FILES. THE VENDOR IS TO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT AND FORWARD A COPY TO:

NJ Department of the Treasury
Division of Contract Compliance & Equal Employment Opportunity
P.O. Box 209
Trenton, New Jersey 08625-0209 Telephone No. (609) 292-5475

H. MANDATORY BUSINESS REGISTRATION LANGUAGE

Non Construction Contracts

All contractors and subcontractors must provide a Business Registration Certificate when seeking to do business with the State of New Jersey, and other public agencies in this state. Failure to submit proof of registration requires mandatory rejection of a bid as a non-waivable defect. Proof of registration must be received before the contract is issued for non-bid contracts: such as contracts exempt from public bidding that are over the bid threshold, professional services, and extraordinary unspecifiable services, and purchase orders that are under the bid threshold. For non-bid contracts only, if proof has been filed through a previous contract, the contracting agency may waive resubmission.

"New Jersey Business Registration Requirements"

N.J.S.A. 52:32-44(1)(b) No contract shall be entered into by any contracting agency unless the contractor provides a copy of its business registration in accordance with the following schedule:

- (1) In response to a request for bids or a request for proposals, at the time a bid or proposal is submitted; or
- (2) For all other transactions, before the issuance of a purchase order or other contracting document. In its sole discretion, the contracting unit may waive this requirement if a business registration has been previously provided to the contracting agency.

N.J.S.A. 52:32-44(1)(c) A subcontractor shall provide a copy of its business registration to any contractor who shall forward it to the contracting agency. No contract with a subcontractor shall be entered into by any contractor under any contract with a contracting agency unless the subcontractor first provides proof of valid business registration. The contracting agency shall file all business registrations received by the contracting agency with other procurement documents related to the contract.

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.

N.J.S.A. 54:49-4.1 A business organization that fails to provide a copy of a business registration as required pursuant to section of P.L.2001, c. 134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency."