

**TOWN OF WEST NEW YORK REQUESTS PROPOSALS FROM INDIVIDUALS
OR FIRMS INTERESTED IN SERVING AS “THIRD PARTY
ADMINISTRATOR FOR WORKERS COMPENSATION AND TORT CLAIMS”
TO THE TOWN OF WEST NEW YORK FOR ONE YEAR FROM JANUARY 1,
2017 TO DECEMBER 31, 2017**

Introduction

Pursuant to the Fair and Open Process described under N.J.S.A. 19:44A-1, et seq., the Town seeks Requests for Proposals (“RFP”) for the Third Party Administrator (Administrative Services), for workers compensation and torts claims, for a one year contract period. This administration is for insurance fund claims. All candidates (“Entity”) are required to comply with N.J.S.A. 10:5-31 et seq and N.J.A.C. 17:27 as amended. (Affirmative Action). The successful candidate must have significant experience in providing administration of insurance fund claims and network access to urban municipalities. The successful candidate will provide the Town with services related, but not necessarily limited to:

A. The Entity agrees to provide the following services:

1. To review all of the Town of West New York’s (hereinafter referred to as “Town”) Report of Claim Forms submitted by the Town in which the dates of injury fall during the term of this Agreement and to institute such investigation as to the circumstances of each case dictate;
2. To establish and maintain estimated reserve figures for each claim file and to consult with the Town with respect to the payment of any case in which the estimated reserves are initially, or which in the course of developments, exceed the Entity’s Discretionary Settlement Authority Limit;
3. To maintain claim files for each reported claim throughout the life of the claim and to retain all closed files for a period of two (2) years following closing of the file. The Town shall be permitted to review any open or closed claim during the Entity’s normal business hours with reasonable notice. The Entity agrees that all claim files are the property of the Town;
4. To transmit to the Town a list of all medical/indemnity benefits and allocated expenses and/or all claim expenses, awards, etc., to be paid, the total of which represents the amount that the Town shall immediately make available in its Town Trust Account;
5. To issue checks in payment of benefits, awards, and allocated expenses. Said checks to be paid from an account maintained by Town at a bank of its choice and any fee or charges in connection with said account shall be the responsibility of the Town;
6. To notify the Town and Excess Carrier of any specific claim that may involve the Town’s Excess Carrier. The Entity will comply with all reasonable claim reporting requirements of the Excess Carrier. The Town shall be solely responsible for providing notice to the Excess Carrier if the Excess Carrier's contract requires such of the Town;

7. To indemnify and save harmless the Town from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recoverable against it by reason of any error or omission of the Entity, its agents or employees, in the performance of the services or consequence of any negligence or carelessness of said Entity, its agents or employees, unless the complaint of actions of the Entity were taken due to the specific direction of the Town;
8. Attendance of Entity claims representative at any regularly scheduled Town claims meetings to review claims;
9. The Entity will provide necessary subrogation services, within claims management fee, excluding the cost of litigation services, as well as, present at any informal claims hearings when necessary, at no additional cost to the Town.
10. The Entity will notify Town and seek approval for any claim when expected value exceeds Discretionary Settlement Authority Limit stated in this request for qualifications, and where legal support is recommended;
11. The Entity will maintain records of attorneys make recommendations and cooperate with the Town's defense regarding lawsuits or hearings involving the subject exposures.
12. The Entity will monitor all claims referred to defense counsel and will keep the Town advised on a continuing basis as to the status of the litigated cases, any settlement proposals or recommendations, and the actual and anticipated cost relating to said legal defense. The Town reserves the right to direct and control the assignment of counsel as to any subject exposure. This includes, but it is not limited to, the assignment of Town attorneys as counsel or co-counsel in any given matter;
13. The Entity will make recommendations to the Town regarding risk management and will have a representative available to the Town for purposes of establishing, conducting, and coordinating a successful risk management program;
14. The Entity agrees to furnish the Town with all claim forms necessary for proper claims administration;
15. The Entity agrees to furnish the Town, after the end of each month during which services are performed under this contract, a report, by line of coverage, showing the number of open/closed claims, by loss year, including payment and outstanding reserves for each contract year. The Entity shall make all reasonable efforts and take measures to mail such reports to the Town during the period of the 10th through the 15th of the following month.

16. The Entity is a Preferred Provider Organization. In this regard, the Entity, has contracted with Preferred Providers (hereinafter, "Participating Providers") to provide medical and related services at pre-negotiated fees to the covered individuals of the Town. The Town will have access to those pre-negotiated fees for medical and related services delivered to such employees by Participating Providers in the network. The Entity represents that it has thoroughly researched and developed the know how and technology to comply with specific state laws to reimburse providers for fees and services as they are related to injuries sustained at work and that it has made provisions and it will obtain necessary updates on medical payments and make necessary changes in payments as outlined in specific sections of fee schedule regulations and usual, customary and- reasonable fees in order to perform the services stated herein.

During the term of this agreement, the Entity agrees to provide the following services related to Network Access:

- a) Establishment and maintenance of an adequate network of hospitals, physicians, laboratories and other appropriate facilities available 24 hours a day, seven days a week.
- b) Provide access, to individuals covered under the Town, to the Entity network for the treatment of work related injuries and health conditions.
- c) Perform Health care provider and facility credentialing.
- d) Require complete medical documentation of all provider bills.
- e) Re-price providers bills by applying the current "Entity" discount schedule rates to all billings from Participating Providers for work injury and health condition related medical services provided to individuals covered by the Town.
- f) Furnish the Town or its' designee with an explanation of benefits (EOB) indicating the approved payment for services rendered.
- g) Provide informational savings reports on claims handled in a manner acceptable to the Town.
- h) Meet, as needed, with the Town, or its' designee or member authorities to ensure and maintain strong communication and working relationships.

B. The Town agrees to provide the following to the Entity:

1. That it shall promptly report all claims to the Entity except those cases which are to be handled by Town's own staff; to make sufficient funds available to the Entity to pay claims and allocated expenses on behalf of the Town. It is expressly understood that the Entity shall not, under any circumstances, advance its own funds to pay losses or allocated expenses hereunder or to perform any services hereunder if the Town fails to provide adequate funds as herein set forth;

2. To remit to the Entity quarterly payment(s) representing the annual Administration Fee for the contract period of one year from award of contract up to a maximum of 150 claims per year.
3. The Town, agrees to pay the Entity all related fees for Claims Administration and Network Access by the fifteenth (15th) day of the month following receipt of the Entity's billing and;
4. To grant full and complete authority and control to the Entity in all matters pertaining to the settlement of claims within the Discretionary Settlement Authority Limit and;
5. To indemnify, defend and hold the Entity, its agents or employees, harmless in the event the Entity, acting at the specific direction of the Town, becomes liable to any other parties and;
6. To assume the defense of any action on behalf of the Entity, its agents or employees, if any of them are named as a defendant(s) in any action: (a) where the plaintiff's cause of action involves a claim hereunder; and (b) where there are no allegations of errors, omissions, torts, intentional torts or other negligence on the part of the Entity.
7. It is understood that in order to be entitled to discounts, the Town, must provide timely payment of medical bills. The Town shall not hold the Entity responsible for hospital and provider discounts, if any, medical necessary emergency services rendered to covered individual in the amount calculated by the Entity based on the discount schedule, usual and customary charges or negotiated rates, as applicable. Payment by the Town of any claims shall not be final if medical provider, the Entity, or employer shall discover an error, mistake in coding, overpayment, or underpayment with respect to any such payment or claim within ninety (90) days after said payment.

GENERAL SPECIFICATIONS

Each candidate shall submit proof of business registration with the New Jersey Division of Taxation (P.L. 2004, C.57).

The successful candidate shall be required to comply with the following insurance requirements:

- a. The Contractor shall be required to carry full insurance including comprehensive general liability; workman's compensation insurance; which shall cover all operations of the Contractor, its employees, agents and servants hereunder, and; motor vehicle and equipment used by the Contractor in connection with the Contractor's operations under the Contract; Contractor shall provide professional liability (errors& omissions) insurance for claims arising from any negligent performance of contractors'

services pursuant to the agreement in the amount of \$1,000,000 per claim. Said insurance, by endorsement, shall fully protect the Town of West New York from liability.

- b. Certificates naming the Town of West New York as an additional named insured, and evidencing such insurance coverage, shall be filed with the Town Clerk prior to the commencement of operations hereunder by the Contractor.

The following Certificates of Insurance must be furnished:

- I. Worker's Compensation;
Part Two – Statutory
- II. Comprehensive General Liability:
 - A. Minimum limits: \$1,000,000.00;
Combined Single Limit Coverage to include: Premise / Operations; Independent Contractors; Product / Completed Operations; Contractual; Personal Injury; Broad Form Property Damage;
Town of West New York as additional insured.
 - B: Comprehensive General Liability must be maintained for at least one year after completion of the contract and its acceptance by the Town of West New York.
- III. Professional Liability Insurance (Errors & Omissions)
 - A. Contractor shall provide professional liability (errors& omissions) insurance for claims arising from any negligent performance of contractors' services pursuant to the agreement in the amount of \$1,000,000 per claim.

The certificate of insurance shall designate the Town of West New York as an additional insured and shall contain a thirty (30) day notice of cancellation whereby the Town Clerk will be provided with a written notification of cancellation. Said insurance must be paid for a minimum of six (6) months into the contract period at the time of the contract.

It is understood and agreed that the Contractor is an independent Contractor and not an employee of the Town of West New York.

The Contractor agrees to indemnify and hold harmless the Town of West New York, the Board of Commissioners of the Town of West New York, and all of its officers, agents and employees of and from any and all liability for damages for injury to person and property, including death and against and from all suits and actions and all costs, damages and change of whatsoever kind of nature, including attorneys' fees to which the Town of

West New York maybe put for or on account of any injury or alleged injury to person, including death, or property, resulting from the performance of the Contractor's operations under this Contract, or by or in consequence of any neglect or omission on the part of the Contractor in the performance of operations under the Contract, whether such operations, or in the absence thereof, be by the Contractor or anyone directly or indirectly employed by the Contractor.

The Contractor shall hold the Town of West New York harmless for damages to the Contractor's Equipment utilized during the term of this Contract.

Programs of self-insurance are not acceptable.

Professional Information and Qualifications

Copies of this standardized submission requirements and selection criteria are on file and available from the Office of the Town Clerk. Each interested candidate shall submit the following information:

1. Name of firm or individual;
2. Address of principal place of business and all other offices and corresponding telephone and fax numbers. Please note specifically which consultants will be assigned to work with the Town;
3. Description of candidate's education, experience, qualifications, number of years with the firm and a description of their experience with projects similar to those described above;
4. Experience related to providing the same services for municipalities;
5. At least four (4) references, three (3) of which must have knowledge of your service to public entities;
6. The candidate's ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff);
7. Cost details, including the hourly rates of each of the individuals who will perform the services and the time estimates for each individual, all expenses, and where appropriate, total cost of "not to exceed" amount; and
8. Any other information which the interested firm deems relevant.
9. Statement of corporate ownership (c.52:25-24.2)

Selection Criteria

The selection criteria used in awarding a contract or agreement for the services as described herein shall include:

1. Qualifications of the individuals who will perform the tasks and the degree of their respective participation;
2. Experience and references;
3. Ability to perform the task in a timely fashion, including staffing and familiarity with the subject matter; and
4. Cost competitiveness.

Submission Requirements

Sealed RFPs will be publicly opened by the West New York Town Clerk in her offices at West New York Town Hall, 428 60th Street, West New York, New Jersey, 07093, at 3:30 p.m. on November 14, 2016. The RFP must be received no later than 3:30 p.m. on November 14, 2016 by:

Carmela Riccio, Town Clerk
Town of West New York
428 60th Street
West New York, New Jersey, 07093

Please submit one original and two (2) copies of the RFP. Use white 8 ½" x 11" paper.

**APPENDIX A
LETTER OF QUALIFICATION
(To be Typed on Respondent's Letterhead. NO MODIFICATIONS MAY BE MADE TO
THIS LETTER)**

Town Clerk Carmela Riccie
Municipal Building
428-60th Street (Room #2)
West New York, New Jersey 07093

Dear Mrs. Riccie:

The undersigned have reviewed our Qualification Statement-Proposal submitted in response to the Request for Proposals (RFP) issued by the Town of West New York ("Town"), dated *(Insert Date)* in connection with the Town's need for Services – Third Party Administrator Workers Compensation and tort claims.

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

Chief Executive Officer

Chief Financial Officer

Dated: _____ Dated: _____

Respondent shall sign and complete the spaces as provided above. If a joint venture, partnership or other formal organization is submitting a Qualification Statement-Proposal, each participant must execute this Letter of Qualification

APPENDIX B
LETTER OF INTENT

STATE OF NEW JERSEY
TOWN OF WEST NEW YORK ss:

I _____ certify that I am the _____
of the firm of _____, the Respondent

submitting Qualifications in response to a Request for same from the Town in regards to Services – Third Party Administrator for workers compensation and tort claims. I further certify that:

1. I executed said Proposal with full authority so to do; and
2. All statements contained in the Submission and in this affidavit are accurate, factual and complete, and made with full knowledge that the Town of West New York is relying upon the truth of the statements contained in the Submission and the statements contained in this affidavit in evaluating Respondent's Qualifications; and
- 3 Respondent 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 through participation with any other person, firm or party; and
4. Respondent agrees to participate in good faith in the procurement process as described in the RFP and to adhere to the Town's procurement schedule;
5. Respondent acknowledges that all costs incurred by it in connection with the preparation and submission of the Qualification Statement-Proposal and any proposal prepared and submitted in response to the RFP, or any negotiation which results therefrom, shall be borne exclusively by the Respondent. In no event shall the Town have any liability to Respondent for any costs incurred by the Respondent for the Qualification Statement-Proposal.
6. Respondent acknowledges and agrees that the Town may modify, amend, suspend and/or terminate the procurement process in its sole judgment.
7. Respondent is aware that any contract executed with respect to the services referred to in the RFP must comply with the applicable affirmative action and similar laws, and agrees to take such actions as may be required to comply with such applicable laws in the event that a contract is formed.

(Signature of Respondent) _____

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

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

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, Town, 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 |
|----------|---------|---------|
| 1. _____ | _____ | _____ |
| 2. _____ | _____ | _____ |
| 3. _____ | _____ | _____ |
| 4. _____ | _____ | _____ |

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. 512101 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) | | |
| 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 AWARDDING CONTRACT | | |
| | CITY | COUNTY STATE ZIP CODE |

| | | | |
|-------------------|---------------|--------------|-------------------------------|
| Official Use Only | DATE RECEIVED | INNAUG. DATE | ASSIGNED CERTIFICATION NUMBER |
| | | | |

SECTION B - EMPLOYMENT DATA

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

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

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

SECTION C - SIGNATURE AND IDENTIFICATION

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

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 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.

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 - 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 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."