

**County of Hudson  
Department of Health and Human Services  
Office of Specialized Health Services**

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**REQUEST FOR PROPOSALS (RFP)**

**FOR THE PROCUREMENT OF  
MARKETING CAMPAIGN SERVICES  
RELATIVE TO  
Ending the HIV Epidemic (EHE): A Plan for America  
Ryan White (RW) Parts A and B**

**ISSUED: November 12, 2021  
DUE DATE: December 3, 2021**



**COUNTY OF HUDSON**  
**Procurement of Marketing Campaign Services Relative to:**  
**Ending the HIV Epidemic (EHE): A Plan for America**  
**Ryan White (RW) Parts A and B**  
**REQUEST FOR PROPOSALS (RFP)**

Notice is hereby given that sealed Proposals will be received by the County of Hudson, State of New Jersey, Attention: Purchasing Agent, 567 Pavonia Avenue, 3'd Floor, Jersey City, NJ 07306 on **December 3, 2021, no later than 11:00 a.m.** prevailing time. At that time and place the following will be publicly opened and read:

Requests for Proposals may be viewed and obtained through the Hudson County Purchasing Department website, <http://www.hudsonprocure.org>. Applicants must register on the Purchasing Portal in order to download the Request for Proposals (RFP) and to receive Addenda, if issued. All Respondents having difficulty with accessing the Purchasing Portal/Website must contact the Purchasing Dept., at (201)795-6280 from 9:00a.m. to 4:00p.m., Monday to Friday, holidays excluded. All RFP Addenda will be posted on the Purchasing Portal/Website. Therefore, all interested Respondents should check the Purchasing Portal Website from now through the RFP opening. It is the sole responsibility of the Respondent to be knowledgeable of all Addenda related to this procurement. Proposals shall be submitted in accordance with the specifications contained in the Request for Proposals(RFP).

Questions are to be submitted by email by **November 16, 2021 by 4:00 p.m.** to Christine Moro, Hudson County's Purchasing Agent, at [purchasing@hcnj.us](mailto:purchasing@hcnj.us). No further questions will be accepted after this time. Answers and addenda will be made available publicly on **November 18, 2021.**

**Sealed proposals are to be received by the County of Hudson, State of New Jersey, Attention: Purchasing Agent, 567 Pavonia Avenue, 3<sup>rd</sup> Floor, Jersey City, NJ on December 3, 2021 no later than 11:00a.m. prevailing time. One (1) original and three (3) copies of the proposal and one (1) digital copy of the complete proposal, in a sealed box must be hand-delivered to the Hudson County Administration Annex, 567 Pavonia Avenue, 3<sup>rd</sup> Floor, Jersey City, NJ 07306 on December 3, 2021 at 11:00a.m.**

**ABSOLUTELY NO LATE PROPOSALS WILL BE ACCEPTED.**

If a respondent wishes to deliver an RFP submission *earlier* than **December 3, 2021 at 11:00 a.m.**, then the submission should be hand delivered and must be clearly marked on the outside with the title of the RFP submission, and the date and time which it is scheduled to be opened, and the name of the entity submitting the proposal.

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

This proposal is being solicited through "Competitive Contracting" procurement in accordance with N.J.S.A. 40A:11-4.1 et seq.

The County of Hudson reserves the right, as permitted by law, to reject any and all proposals, to waive any informalities, and to accept a Proposal, which, in its judgment, best serves the interest of the County. No proposals may be withdrawn for a period of sixty (60) days after the date and time set for the opening of the proposals.

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exterior of all envelopes or boxes is as described in the General Conditions and Instructions to Applicants.  
**No Late, Emailed or Faxed RFP proposals will be accepted.**

Applicants are required to comply with the requirements of PL 1975, c. 127 (N.J.A.C. 17:27) Affirmative Action Plan, Hudson County Living Wage Ordinance Nos. 363-6-2014 and 289-5-2019 and PL 1977, c. 33, Disclosure Statement, and all other requirements set forth in the General Conditions and Instructions to Applicants.

Applicants are required to use the forms contained in the General Terms and Conditions and Service-Specific Requirements for Applicants.

This proposal is being solicited through “Competitive Contracting” procurement in accordance with N.J.S.A. 40A:11-4.1 et. seq.

The County of Hudson reserves the right to reject any and all proposals, to waive any informalities, and to accept a proposal, which, in its judgment, best serves the interest of the County. No proposals may be withdrawn for a period of sixty (60) days after the date and time set for the opening of the proposals.

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**FY 2021 Ending the HIV Epidemic (EHE) FUNDS**

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**ITEMS TO BE SUBMITTED WITH ALL RFP PROPOSALS:**

- Completed Applicant Cover Sheet
- Applicant's Written Proposal
- Job Descriptions (Resumes)
- Applicant's Tables of Organization
- Applicant's Letter of Good Standing
- Applicant's NJ Business Registration Certificate OR
- 501 (C) 3 Non-for-Profit Status Documentation (OR Charities Registration)
- Proof of Insurance and Bond Requirements
- Applicant's Code of Ethics and/or Conflict of Interest Policy
- Applicant's Signed Hudson County "General Terms & Conditions to Applicants"
- Mandatory Appendices (See below)

**MANDATORY APPENDICES to be Completed & Submitted with All Proposals:**

- Appendix A** – Letter of Qualification
- Appendix B** – Letter of Intent
- Appendix C** - Non-Collusion Affidavit Form (Must be NOTARIZED)
- Appendix D** - Ownership (Stockholder or Partnership) Disclosure Statement Form (Must be NOTARIZED)
- Appendix E** - Vendor's Acknowledgement Form
- Appendix F** - Vendor Lobbyist/Consultant Disclosure Statement Form (Must be NOTARIZED)
- Appendix G** - First Source Agreement
- Appendix H** - IRS Form W-9
- Appendix I** - Living Wage Statements of Recognition and Compliance Intent
- Appendix J** - N.J. Employee Information Report (AA302) or Certification of Employee Information Report
- Appendix K** – Iran Certification
- Appendix L** – Acknowledgement of Receipt of Changes to RFP Documents (NOT REQUESTED unless RFP Addendum advertised)

**RFP SPECIFICATIONS & INITIATIVE-SPECIFIC PROPOSAL REQUIREMENTS**

**I. BACKGROUND**

**COUNTY OF HUDSON  
DEPARTMENT OF HEALTH & HUMAN SERVICES  
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FY2021 ENDING THE HIV EPIDEMIC (EHE): A PLAN FOR AMERICA  
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Ending the HIV Epidemic (EHE): A Plan for America Ryan White Parts A and B services in Hudson County are funded by the federal Health Resources & Services Administration (HRSA), under the Ryan White Public Service Act, Section 311(C) (42 USC 243(C)) and title XXVI (42 U.S.C. §§ 300ff-11 et seq.) Hudson County constitutes a Transitional Grant Area (TGA) under HRSA Ryan White HIV/AIDS Program (RWHAP) regulations.

Hudson County was selected as a Phase 1 EHE jurisdiction as one of 48 high burden counties that accounted for 50% of all new U.S. HIV infections in 2016-2017. The overall goal of EHE is to reduce new HIV infections in Hudson County by 75% within 5 years (2025) and by 90% within 10 years (2030). The target populations for this Federal Grant are people with HIV newly diagnosed, people with HIV diagnosed and out of care, people with HIV diagnosed but never in care, and people with HIV that are not virally suppressed. Funding will be used to assist in identifying people in Hudson County in the target populations and link them to essential HIV care and treatment and to support services which will ultimately reduce the number of new HIV infections in Hudson County.

Hudson County will target EHE interventions towards the racial/ethnic groups and communities most heavily impacted by the HIV epidemic. Jersey City, as the largest municipality accounts for 56 percent of the 5,211 People Living with HIV (PLWH) in Hudson County as of 12/31/2020 and 48% of all new diagnoses between 2017 and 2019. PLWH in four Northern Hudson County cities account for 26% of all PLWH in the TGA as of 12/31/2020 and 35% of all new diagnoses between 2017 and 2019. Those newly infected were 51% Hispanic/Latinx, 29% Black or African American and 52% Men who have Sex with Men (MSM).

Hudson County has identified engaging in a large-scale marketing program as a priority EHE activity for FY2021.

The County has earmarked \$263,000.00 in FY2021 Part A EHE funds for this marketing campaign services project.

SOURCE	INITIATIVE	AMOUNT AVAILABLE
EHE	Marketing Campaign Services	\$ 263,000
<b>TOTAL</b>		<b>\$ 263,000</b>

The contract period for this RFP will be effective from January 1, 2022 through February 28, 2022 with an option to renew for up to one (1) additional year, subject to Ending the HIV Epidemic (EHE) priorities and funding awarded to the Hudson County Transitional Grant Area (TGA).

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The County is seeking a Contractor experienced in large-scale **Marketing Campaigns** for the launch of an Ending the HIV Epidemic (EHE) marketing campaign services project.

The County is looking to contract with a Contractor experienced in executing multi-platform strategic marketing campaigns for the launch of an Ending the HIV Epidemic (EHE) project.

**General Scope of Services**

The General scope of services shall include the following:

- Creating a strategic Marketing Campaign for Hudson County’s Ending the HIV Epidemic project to increase awareness of the initiative in Hudson County communities.
- Establishing a multi-level promotional campaign on all platforms, which shall include internet/websites, television, social media, radio, newspapers and other forms of media to bring awareness to the County’s EHE initiative.
- Raising awareness of the County’s EHE website to educate Hudson County communities about available EHE services and resources and to bring attention to HIV prevention and treatment resources in the Hudson County.
- Educating Hudson County communities about EHE and HIV prevention and treatment.
- Developing creative content and advertisement to target unengaged local businesses, social institutions, and community organizations.
- Work with the County to integrate the creative content as appropriate with the EHE website
- Recommending on-going marketing strategies that may be employed by the County to sustain awareness of the EHE project to engage and promote/advertise educational information on EHE and/or general HIV healthcare.
- Designing and developing messages, materials, and communication channels using culturally appropriate marketing and educational materials tailored to Hudson County’s ethnically and linguistically diverse communities.

Proposals shall include evaluation plans specifying how the impact of the marketing campaign will be measured and what metrics are used to measure the success of the campaign. Also, the Contractor must develop all content in English and Spanish. Additionally, content must be approved by the County of Hudson prior to its release.

Proposals should include samples of previous work. Any examples of creative or visual submission can be from previous campaigns which touch on other health related work and does not have to be new creative content about Ending the HIV Epidemic.

Respondents are encouraged to present proposals evidencing partnerships designed to maximize outreach to underserved communities.

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**II. MARKETING CAMPAIGN SERVICES PROJECT GOALS :**

EHE INITIATIVE	GOALS
<b>Marketing Campaign Services</b>	<ul style="list-style-type: none"> <li>A. To raise awareness of Hudson’s EHE projects and services.</li> <li>B. To increase awareness and engagement of traditionally hard to reach establishments.</li> <li>C. To increase the profile of Hudson County’s EHE Website.</li> <li>D. To increase traffic to and use of Hudson County’s EHE Website</li> <li>E. To increase the number of people who test and become aware of their HIV status through EHE awareness messaging.</li> <li>F. To increase participation in health and supportive services by HIV positive residents that are newly diagnosed or who have never accessed HIV Care through EHE awareness messaging.</li> </ul>

**III. CONTRACTOR EXPERIENCE**

Contractor shall submit a strategic marketing campaign proposal that includes creative and technical assets that demonstrates relevant experience on projects of similar size and scope, resumes of key personnel, and the ability to complete the Scope of Work.

Respondents should include, at minimum, written proof of the following:

- 1) Overall marketing / advertising strategy approach to meet the requirements of the RFP; and
- 2) Information relating to its organization, personnel and experience regarding contracts of similar size and scope;
- 3) An organization chart with names of proposed staff showing management, supervisory and other key personnel to be assigned to this contract.
- 4) Number of years of experience in executing large scale marketing campaigns and relevant experience in developing health related marketing campaigns.
- 5) Knowledge and familiarity with the demographics of Hudson County, including but not limited to hard-to-reach communities.
- 6) Case studies that the agency/firm can provide of similar marketing campaigns and the reporting tools/analytics used to achieve the key point indicators of the campaign.
- 7) Metrics used to measure multi-platform marketing campaigns.

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**IV. WRITTEN PROPOSAL FORMAT**

Proposals must address all information requested in this RFP. Proposals which in the judgment of the County 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 thirteen (13) sections described below:

1. Title Page
2. Table of Contents
3. Executive Summary
4. Background
5. Scope of Services
6. Organization
7. County / City Responsibilities
8. Staffing
9. Assumptions
10. Proposal Amount
11. Project plan and timeline
12. References
13. Appendices/other

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

**4.2 Title Page**

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

**4.3 Table of Contents**

The Respondent'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.

**4.4 Executive Summary**

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

**4.5 Background**

In this section, the Respondent shall 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 and financial statements of owners/principles for the last three (3) years
- c) Organizational chart
- d) Brief biography of those involved in the management of the company



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- e) Copy of licenses issued by State, as required
- f) Evidence of experience, capability and financial responsibility for conducting strategic marketing campaigns
- g) Public sector experience (if any)

**4.6 Scope**

In this section of the proposal, the Respondent should state how it will satisfy the scope of services listed in this RFP. If there are any gaps between what the Respondent believes should be the proper scope given all information known at the time of this RFP, the Respondent should clearly state these gaps in this section and clearly mark these concerns as such.

**4.7 Organization**

The Respondent should detail in this section, the organizational and personnel structure and identify partners you plan to work with if applicable to accomplish the services.

Note: Provide a description of the business organization (i.e., corporation, partnership, business venture, etc.) of your firm and its ownership. Provide the names and business addresses of all Principals of the firm submitting the Request for Proposal. For purposes of the Request for Proposal, "Principals" mean persons possessing an ownership interest in the respondent. If the respondent is a corporation, "Principals" shall include each investor who would have any amount of operational control over the respondent and every stockholder having an ownership interest of 10% or more in the organization.

If the organization is a partially owned or a wholly-owned subsidiary of another firm, identify the parent company and describe the nature and extent of the parent company's approval rights over the activities of the firm submitting the Request for Proposal.

If the respondent is a partnership or similar organization, provide comparable information as required above for each member of the partnership or similar organization.

If the respondent is any other corporate form not described here then the respondent should include a description of the organization to avoid non-compliance with the Statement of Ownership Disclosure Form.

Proposals shall include resumes of all employees to be assigned to this County of Hudson contract, setting forth their education, qualifications, experience and training. All referred certifications and licenses in employees' resumes shall be provided. Resumes shall include employees' length of service with respondent. Employees shall have demonstrable experience in supporting the work described herein.

**4.8 County Responsibilities**

In this section, the Respondent should clearly describe any assumptions relating to the responsibilities and/or commitments the Respondent is expecting of the County throughout the life of the contract.

**4.9 Assumptions**

In this section, Respondents should state any assumptions being made relating to any part of the Proposal.

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**4.10 Proposal Amount**

Respondents are required to complete a Proposal Amount form. The Proposal form shall reflect the cost of the project fully broken down into all fees and costs. All costs and fees should be firm, fully loaded, fixed costs, and should be clearly specified. Other rate structures will not be acceptable to the County. Only one contract will be awarded through this competitive contracting process. Respondents shall attach a cost proposal spelling out all services included in the proposal.

*NOTE: The contract awarded as a result of this RFP process will be on a cost-reimbursement basis. This means that the agency will be expected to provide services and bill the County monthly for the costs incurred by the agency during the previous month. There are no contract advance payments made. The County makes every effort to pay its contractors promptly.*

**4.11 Project Plan and Timeline**

Respondents should provide a detailed project plan and timeline for their marketing and advertising strategy along with examples of creative assets from other campaigns previously executed by the contractor. Include a project Work Plan in table format that identifies the key action steps that will be used to achieve the proposed activity, targeted dates for completion and identifies who is responsible for the steps.

**4.12 References**

Respondents should provide a list of two or more client references. Each reference should include:

- County, Municipality, Agency, or Company
- Contact name/Contact title/Contact phone number and/or e-mail address
- Summary of contract or relationship terms
- Contract or relationship timeframe

**4.13 Appendices/other**

Respondents should provide in this section any additional information the Respondent feels is necessary to support the Proposal.



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**VI. GENERAL RFP EVALUATION CRITERIA**

The award of the contract shall be at the sole discretion of the County of Hudson. Pursuant to N.J.S.A. 40A:11-4.4(c) and N.J.A.C. 5:34-4.2, the award of this competitive contract shall be based on an evaluation of the proposals as to technical, management, and cost related criteria. The County reserves the right to enter into any contract deemed to be in the best interest of the County. The County shall weigh various factors including experience, capability, skill, quality of the proposal and price. Each proposal submission will be independently evaluated and selection will be made, but not limited to, the criteria listed below. Scoring criteria will be distributed at the time proposals are submitted, however, any vendor will need a minimum score of 75 in order to be considered responsive to the RFP.

**Technical Criteria (Proposed Methodology)**

- Vendor demonstrates a clear understanding of the scope of work and related objectives.
- Vendor demonstrates familiarity with the County of Hudson's diverse populations.
- Vendor's proposal describes innovative approaches and techniques that will be used to convey the desired messaging to Hudson County residents.
- All documentation is current.

**Management Criteria (Project Management)**

- Proposal details plan to specifically meet the need of Hudson County
- Vendor demonstrates reliability and timely delivery of project implementation. This is evaluated through similar projects and references.
- Vendor documents experience in strategic marketing.
- Vendor demonstrates a track record of service as evidenced by on-time and on-budget implementation. This is evaluated through similar projects and their references.
- Vendor demonstrates evidence of past performance and contract compliance evaluated by the success of vendor in managing other local units.
- Vendor documents industry and/or program experience in performing similar work and has provided samples as point of reference.
- Does vendor demonstrate knowledge of advertising in hard-to-reach institutions (local business, faith-based, schools, etc.)
- Vendor has process in place for evaluating project effectiveness.
- Vendor details plan on how to approach marketing for PLWH and ending the HIV epidemic in Hudson County.

**Cost Criteria: (Cost of Goods to be provided for services to be performed)**

- Cost comparison to other similarly scored proposals is reasonable
- All expenses are relative to what services will be performed.
- Vendor provides full explanation of price, charges, fees, etc. and costs are adequately explained and/or documented.
- Proposal includes quality control and assurance program plan.
- Vendor has sufficient financial resources to meet its obligations. *This portion of the evaluation criteria will examine the respondent's submitted cost proposal, which shall be submitted on the "Price Designation Page". Note: This is not a bid, and the County is not obligated to award a contract to a "lowest responsible bidder".*

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**REQUIRED DOCUMENTS & FORMS**

Copies of the following documents must be included. **The failure to include any of the following documents that are indicated in bold face type will be grounds for disqualification.**

1. State of New Jersey, Department of Treasury Short Form Standing - Letter of good standing issued within the past one-year period.
2. State of New Jersey Business Registration Certificate.  
N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration that is valid as of the date of the opening of the RFP. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at [www.nj.gov/njbgs](http://www.nj.gov/njbgs) or by phone at (609) 292-1730.
- 3. Respondent's Acknowledgment of Addenda Form (Appendix L).**
4. W-9 Request for Taxpayer Identification (Appendix H).
5. Non-Collusion Affidavit Form (Appendix C).
6. Lobbyist/Consultant Disclosure Statement Form (Appendix F).
- 7. Statement of Ownership Disclosure Form (Appendix D).**

In accordance with P.L. 1977, Chapter 33, all respondents shall submit a statement setting forth the names and addresses of all stockholders in the corporation, or partners, in the partnership, who own (10) ten percent or more of its stock, of any class, or of all individual partners in the partnership who own (10) ten percent or greater interest therein, as the case may be. If the stockholder is itself a corporation, the stockholders holding (10) ten percent or more of that corporation's stock or the individual partners owning (10) ten percent or greater interest in the partnership, as the case may be, shall be listed.

Attached is a form (Statement of Ownership Disclosure) which shall be used to comply with this agreement. (Appendix D). Please reach these attachments carefully because they will explain how to address wholly owned subsidiaries and not for profit structures of ownership.

If the respondent is a partnership the partners must supply all of the above and a resolution approved by the officers of each firm authorizing the partnership and designating which firm is the prime contractor.

8. Statement of Living Wage Compliance (Appendix I)

For compliance with Ordinance Number 289-5-2019 please fill out the attached Statement of Recognition and Compliance Intent Hudson County Ordinance No. 363-6-2014 :County Contractor Standard Compensation Provisions, referred to as "CCSP" and Statement of Recognition and

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Compliance Intent Hudson County Ordinance No. 364-6-2014 “Living Wage” Mandatory Minimum Hourly Rates of Pay, Vacation Days and Health Insurance Benefits” for any employee, or member of your firm, who will perform work for the County.

9. Americans with Disabilities Act Compliance. (Please read section below, no form submission needed).

10. First Source Agreement (Appendix G).

Respondents must review and agree to be bound by the First Source Agreement.

The successful bidder, if providing a service or is paid via a federal or state grant, will be required to comply with the County's First Source Agreement (Ordinance Number 744-11-2019). This resolution requires such vendors to sign an agreement which requires them to consider Hudson County residents in their hiring process.

11. Mandatory Affirmative Action Language: Employee Information Report (Appendix J).

If 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. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as of this bid specification.

Affirmative Action Evidence

All successful bidders (goods and services vendors, professional service vendors and construction contractors) are required to submit evidence of appropriate affirmative action compliance. Specifically, each vendor/contractor shall submit to the Public Agency, prior to execution of Public Agency contract, one of the following documents:

Goods, Professional Services and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Public Agency and the Division. This approval letter is valid for one year from the date of issuance.

Or,

2. A Certificate of Employee Information Report (hereafter “Certificate”), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor’s Employee Information Report, Form AA-302 by the Division.

The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

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Or,

3. The vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a copy to the Public Agency. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations.

After notification of award but prior to execution of goods and services and professional services contract the Affirmative Action evidence must be submitted.

**12. Disclosure of Investment Activities in Iran (Appendix K).**

State Law requires all bidders and respondents to disclose certain business and investments with Iran. Please review the attached form, as well as the list of businesses created by the State, and sign where indicated.

**13. Consent of Surety, Performance Bond & Payment Bond. (NOT REQUIRED)**

All respondents shall submit with their proposals a certificate from an approved surety company authorized to do business in the State of New Jersey, stating that it will provide the respondent with a performance bond for the amount of \$1.5 million. The successful respondent shall be required to furnish a surety corporation bond in the amount of the contract conditioned on the faithful performance thereof. The consent of surety will be non-conditional. Failure to provide the Consent of Surety from an approved company authorized to do business in New Jersey shall be cause for rejection of the proposal.

Within ten days after notice of the award, respondent to whom the contract has been awarded shall furnish and deliver a surety bond, conditioned on the faithful performance and completion of the work, and for the payment of all lawful claims and bills against the contractor for all labor, material, tools and equipment used or in connection therewith. The bond shall not be returned or canceled until all liability to any and all persons protected by the conditions of said bond shall have been met by the respondent or person primarily liable for the payment thereof, or by any surety on said bond.

The bond required for the faithful performance of the contract shall be in the amount of \$1.5 million per year for the duration of the contract and shall be non-conditional and satisfactory to the County Counsel, and shall be executed by a Surety Company licensed to do business in the State of New Jersey. During the term of the contract a continuous bond certificate shall be in the amount of \$1.5 million issued to the County ninety days prior to the yearly anniversary date of the contract. In no case shall the successful respondent begin work prior to the approval of said bond by the County.

14. This contract shall be funded in whole or in part by Federal Funding. Therefore, the vendor is expected to comply with the provisions of **2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards**. Please see attachment.

**A. PROPOSAL AMOUNT FORM**

**COUNTY OF HUDSON  
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This shall be for one firm, fully loaded fixed cost proposal. Any other submission may be cause for rejection of the submission.

**B. INSURANCE REQUIREMENTS**

The following are minimum, basic, coverage's and limits which must be furnished if a vendor and/or supplier is to be acceptable to the County. The County reserves the right to make additional requirements based on the contract. The County of Hudson at its own discretion may require additional coverage's and limits as it deems necessary for any specific contract. Final approval, including any required changes, must be approved by the Hudson County Law Department prior to the award of a contract.

The Vendor and/or Supplier may be asked to furnish in addition to a certificate of insurance, a letter signed by a properly authorized representative of its insurer, agent or broker who includes the following language:

TO THE COUNTY OF HUDSON

We have reviewed the insurance requirements in your Contract Documents for (name of project), in response to which the attached Insurance Certificate has been provided. We certify that the insurance evidenced by the attached certificate meets all of these requirements, and should our client be awarded the contract for (name of project), we shall also provide to the County of Hudson, the required endorsements for additional insured, site specific limits of liability, and general aggregate limits, certified as being approved and authorized for issue by the insurance company(s) providing insurance for (name of Vendor and/or Supplier).

1. Protection of Persons and Property

Vendor and/or Supplier shall protect all materials and equipment for which he is responsible, which is stored at the project site for incorporation in work, or which has been incorporated into the work. He shall replace all materials and equipment which may be lost, stolen or damaged at his expense, whether or not such materials or equipment have entirely or partially been paid for by the County.

2. Insurance

The Vendor and/or Supplier, prior to commencing work, shall provide at his own cost and expense, the following insurance to the County of Hudson, with insurance companies licensed in the State of New Jersey that have ratings of an "A" or better (A.M. Best's). Said insurance shall be evidenced by Certificates and/or Policies as determined by the County of Hudson. Each Certificate or Policy shall require that a thirty (30) days prior to cancellation or material change in the policies, notice thereof shall be given to the County of Hudson, Law Department by registered mail, return receipt requested, and for all of the following stated insurance policies. All such notices shall name the Vendor and/or Supplier and identify the contract number. Certificates of Insurance, with required endorsements attached, shall be delivered to the Purchasing shall be given to the Purchasing Agent, County of Hudson prior to the commencement of the project. All Certificates of Insurance shall state that the County of Hudson be carried as additional insured for this Contract.



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3. Worker's Compensation and Employer's Liability Insurance

Vendor shall provide proof of Workers Compensation insurance and be in compliance with the Compensation Laws of the State of New Jersey. In the event any work is sublet, the Vendor shall require the subcontractor similarly to provide Workers Compensation insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Vendor's Workers Compensation.

*Worker's Compensation: Limit of liability shall be in Accordance with New Jersey Statute: Employer's Liability with limits of \$500,000.00/\$500,000.00/\$500,000.00*

4. General Liability

The Vendor and/or Supplier shall provide Commercial General Liability Insurance with minimum limits of \$1,000,000.00 per Occurrence and \$2,000,000.00 per Aggregate for bodily injury and property damage and including products and completed operations. A **"claims made" policy is not acceptable.** This insurance shall indicate on the Certificate of Insurance the following coverage's:

- a) Premises
- b) Operations
- c) Use of Independent Contractors and Subcontractors
- d) Products and Completed Operations
- e) Broad Form Contractual
- f) Broad Form Property Endorsement
- g) Fire Legal Liability, \$100,000.00

The County of Hudson shall be named as an "additional insured."

5. Errors & Omissions Coverage/Professional Liability:

Errors & Omissions Coverage with a minimum limit of \$1 million per occurrence/\$2 million aggregate. The Vendor(s) and Supplier(s) insurance must be primary coverage. The Vendor(s) and Supplier(s) will be liable for any deductible contained in the policy. A Vendor(s) and Supplier(s) whose professional liability insurance is written on a "Claims Made" form must continue this coverage for a period of three years from the expiration of its contract with the County.

6. Automobile Liability

Automobile liability insurance with a combined single limit of liability per occurrence of \$1,000,000 for bodily injury, property damage. This insurance shall include bodily injury and property damage with the following coverage:

Owned Automobiles, Hired Automobiles, Non-owned Automobiles

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7. Excess Liability

The Vendor and/or Supplier shall be required to carry an excess liability policy with limits of liability not less than \$2,000,000.00 per occurrence and in the aggregate with drop-down provision included. This must be excess of all primary liability contracts. The County of Hudson shall be added as an “additional insured.”

8. Cyber Liability Insurance

The Respondent shall provide proof of 3<sup>rd</sup> Party Cyber Liability Coverage with not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Coverage shall include but not limited to:

- Network & Information Security Liability
- Regulatory Defense & Penalties
- Bodily Injury & Property Damage
- Extortion and Network Security

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Respondent in the agreement.

9. Crime Coverage

The Respondent shall provide to the County of Hudson proof of Crime insurance for loss arising directly from dishonest acts committed by the Respondent(s) in the amount of no less than \$1,000,000 per occurrence.

10. Additional Insurance Requirements may be required of the Vendor and/or Supplier providing services to the County.

All policies and Certificates of Insurance shall be approved by the County of Hudson Law Department prior to the inception of any work and shall contain the following:

Insurers shall have no right of recovery or subrogation against the County of Hudson, including its Agents or Agencies, it being the intention of the parties that the insurance policies so effected shall protect the parties and be primary coverage for any and all losses covered by the above described insurance.

The insurance companies issuing the policy or policies shall have no recourse against the County of Hudson including their Agents and Agencies as aforesaid for payment of any premiums or for assessments under any form of policy.

The Vendor and/or Supplier shall assume all responsibility for loss or damage to Vendor’s and/or Supplier’s materials, equipment and machinery involved under the contract.

The Vendor and/or Supplier shall assume all responsibility to save the County of Hudson harmless from any loss or damage to all materials, equipment and machinery involved under this Contract.

All Certificates of Insurance shall state that the County of Hudson is “an additional insured” for the purposes of the contract.

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I. OTHER REQUIREMENTS:

Anticipated Employment List

If it's anticipated that your firm will hire new employees when awarded the full amount of this contract, and then please fill-out the following list that describes the position(s) to be hired.

<u>Position</u>	<u>Anticipated Hiring Date</u>
1)	
2)	
3)	

If additional space is needed, please use the other side of this page.

This information will be forwarded to the County's Central Applicant Registry. Please follow the procedure outlined in the attached First Source Agreement when hiring a Hudson County resident at any point during this contract.

Mandatory Equal Employment Opportunity - Goods, Professional Services 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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 for the 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 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

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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 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 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 Division of Contract Compliance and EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

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Truth in Contracting

According to the Truth in Contracting provisions (N.J.S.A. 2C-21-33 and 2C-2-1 et. seq.), vendors who submit false claims and representations are subject to severe penalties. These penalties include mandatory prison terms up to ten (10) years and fines up to \$150,000.00.

Requirements under Right to Know

As required by the Workers' Right-To-Know Act, material safety data sheets must be submitted with signed contract documents, where applicable, concerning hazardous substances.

Cancellation of Contract

The County reserves the right to unilaterally cancel this contract upon 30 days' notice to the vendor.

Additional Payment

The successful respondent shall make no claim for additional payment or other concession because of any misinterpretation or misunderstanding of the contract documents on his/her part or because of any failure to fully acquaint him/herself with any condition or provision of the contract documents.

Americans with Disabilities Act Equal Opportunity for Individuals with Disabilities Language. **PLEASE READ.**

The CONTRACTOR and the COUNTY do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the COUNTY 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 COUNTY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the COUNTY, 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 COUNTY'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the COUNTY which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the COUNTY or if the COUNTY 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.

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The COUNTY 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 COUNTY or any of its agents, servants, and employees, the COUNTY shall expeditiously forward to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the COUNTY or its representatives.

It is expressly agreed and understood that any approval by the COUNTY 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 COUNTY pursuant to this paragraph.

It is further agreed and understood that the COUNTY 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 COUNTY from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

#### Indemnification

The Vendor and/or Supplier shall indemnify and hold harmless the County of Hudson, Board of County Commissioners, their Employees, Agents and Servants from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees (including attorney's fees) or other expenses or liabilities including the investigation and defense of any claims, arising out of or resulting from the performance of the Vendor's and/or Supplier's work or the completed operations provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of the use resulting there from, and (b) is caused in whole or in part by any negligent act or omission of the Vendor and/or Supplier, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable (including a claim by an employee of the Vendor and/or Supplier) regardless of whether it is caused in part by a party indemnified hereunder.

In any and all claims against the County of Hudson, the Board of Chosen Freeholders, their Employees, Agents and Servants by any employees of the Vendor and/or Supplier, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Agreement shall not be limited in any way by any Vendor and/or Supplier under worker's compensation acts, disability benefit acts or other employee benefit act.

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**PRICING DESIGNATION PAGE**

Respondents shall provide the following *firm, fully loaded fixed costs* for these services. While the County may award a contract for up to five years under the Local Public Contracts Law, the County intends to award this contract for a period not to exceed February 28, 2022 with the option to renew up to one (1) year.

All costs of the services should be fully spelled out in the Cost proposal. Below please indicate the firm fully loaded fixed cost for this project. On a separate page please breakdown exactly what is being included in the cost.

Budget: \_\_\_\_\_

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

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

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

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

Telephone #: \_\_\_\_\_ Federal ID #: \_\_\_\_\_

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**PROPOSAL AMOUNT FORM**

**REQUEST FOR PROPOSAL FOR THIRD PARTY CLAIMS ADMINISTRATION  
SERVICES FOR THE COUNTY OF HUDSON**

To The Hudson County Board of Commissioners  
567 Pavonia Avenue  
Jersey City, New Jersey 07306

The undersigned do(es) declare that he(they) is/are the only person(s) interested in this proposal, that it is made without collusion with any person, firm or corporation making another proposal for the same Contract, that the proposal is in all respects fair and that no officer of the County of Hudson or any person in the employ of said County is directly or indirectly interested in this RFP or in the supplies or work to which is related, or in the profits or any portion thereof.

The undersigned also declare(s) that he (they) carefully examined and fully understand(s) the General Conditions and Instructions to Respondents, specifications and all other contract documents herein referred to and propose(s) to furnish and deliver all necessary material specified and in the manner and time prescribed and further understand that all services are to be furnished at the aforementioned price(s).

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

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

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

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

Telephone #: \_\_\_\_\_ Federal ID #: \_\_\_\_\_



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**APPENDIX A  
LETTER OF QUALIFICATION**

**(Note: To be typed on Respondent's Letterhead. No modifications may be made to this letter)**  
[insert date]

Attn: Christine Moro  
Qualified Purchasing Agent  
c/o Administration Building Annex  
567 Pavonia Avenue  
Jersey City, New Jersey 07306

Dear Ms. Moro:

The undersigned has/have reviewed my/our Proposal submitted in response to the Request for Proposals (RFP) issued by the County of Hudson, dated **November 12, 2021**, in connection with the County's need for Consulting Services.

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

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

(Signature of Chief  
Executive Officer)

(Signature of Chief  
Financial Officer)

(Typed Name and Title)

(Typed name and Title)

(Type Name of Firm)\*

(Type Name of Firm)\*

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

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

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

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**APPENDIX B**

**LETTER OF INTENT**

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

[insert date]

Attn: Christine Moro  
Qualified Purchasing Agent  
c/o Administration Building Annex  
567 Pavonia Avenue  
Jersey City, New Jersey 07306

Dear Mr. Battista:

The undersigned, as Respondent, has (have) submitted the attached Proposal in response to a Request for Proposal (RFP), issued by the County of Hudson ("IFC"), dated **November 12, 2021**, in connection with the County's need for Consulting Services.

(Name of Respondent)           HEREBY STATES:

1.       The Proposal contains accurate, factual and complete information.
2.       (Name of Respondent) agrees (agree) to participate in good faith in the procurement process as described in the RFP and to adhere to the IFC's procurement schedule.
3.       (Name of Respondent) acknowledges (acknowledge) that all costs incurred by it (them) in connection with the preparation and submission of the 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.
4.       (Name of Respondent) hereby declares (declare) that the only persons participating in this Proposal as Principals are named herein and that no person other than those herein mentioned has any participation in this Proposal or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the County. (Name of Respondent) declares that this Proposal is made without connection with any other person, firm or parties who has submitted a Proposal, except as expressly set forth

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below and that it has been prepared and has been submitted in good faith and without collusion or fraud.

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

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

(Signature of Chief Executive Officer)

(Typed Name and Title)

(Type Name of Firm)\*

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

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

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**GENERAL TERMS & CONDITIONS TO APPLICANTS**

It is the purpose of these General Terms and Conditions, which apply to ALL RFP Applicants, to establish an understanding of the intent of the County of Hudson to purchase the following:

**Fiscal Year (FY) 2021 Funding**

**Hudson County Office of Specialized Health Services / Ending the HIV Epidemic (EHE) Funding**

**For the contract period: January 1, 2022 through February 28, 2022.**

All goods, content/material used for the purpose of promoting and/or advertising on behalf of Hudson County must be approved by Hudson County Administration before being distributed or presented to the public. Applicants shall be responsible to carefully examine the specifications enclosed herewith as well as the terms and conditions of the RFP. Failure to comply with any section of this notice may be deemed just cause for rejection of the proposals being non-responsive and not meeting specifications.

RFP specifications and proposal forms may be viewed and downloaded at the Hudson County Purchasing Department website: <http://www.hudsoncountynjprocure.org>.

**Applicants must register on the Purchasing Portal in order to download the RFP.**

Sealed and labeled proposals **must be hand-delivered** to the County of Hudson, State of New Jersey, Attention: Christine Moro, Purchasing Agent, County of Hudson, Division of Purchasing, 567 Pavonia Avenue, 3rd Floor, Jersey City, NJ 07306 by **December 3, 2021, at 11:00 AM** prevailing time. **Under no circumstances will proposals be accepted after 11:00 AM.** Additionally, no proposals will be accepted at any other location before the bid opening date and time. Proposals will be open in public on **December 3, 2021**, no later than 11:00am prevailing time.

**Proposals received after the stated time will not be accepted under any circumstances. If a respondent wishes to deliver an RFP submission earlier than the due date, at 11:00 AM, then the submission must be clearly marked on the outside with the title of the RFP submission and the date and time at which it is scheduled to be opened, and the name of the entity submitting the Ending the Epidemic (EHE) RFP proposal.**

**I. Preparation of Proposals**

**1. Submission**

a. One (1) original and three (3) copies of proposals shall be submitted on the proposal forms furnished in the RFP and shall be enclosed in a sealed envelope or box, with the name of the applicant and the name of the project plainly and clearly marked on the outside as follows:

**To:**

Hudson County Division of Purchasing  
567 Pavonia Avenue -3rd Floor  
Jersey City, NJ 07306

**Proposal for: FY 2021 ENDING THE HIV EPIDEMIC (EHE) Marketing Campaign Services Project**

**Submitted by: \_\_\_\_\_**

**(Name of Applicant Agency)**

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b. With each written proposal, **one (1) CD/DVD or USB Drive**, which contains a secure copy of the complete proposal in PDF format, must be included. All submitted data will become property of the County. In the event of any discrepancy between a written proposal and the information contained on the digital media, the information contained in the written proposal shall be presumed to be the accurate information upon which the County will rely on evaluation.

The presumption the written proposal is the accurate proposal shall be rebuttable. The County shall choose to rely on the written proposal or on a combination of the written proposal and the digital media.

In the event that the digital media is not submitted with the written proposal, the County may require that a digital copy be submitted within three (3) business days of demand. The County may also waive the submission of the digital media.

**2. Questions**

Questions are to be submitted by email , by November 16, 2021 no later than 4:00 pm **via email at Purchasing@hcnj.us**. No further questions will be accepted after this time. Please do not submit questions piece-meal. Kindly collate all questions into one concise document for submission before the questions due date. Answers and RFP addenda will be made available publicly by \_November 18, 2021.

**3. Proposal Delivery and Opening**

Proposals will be opened **on December 3, 2021, at 11:00 a.m.** All Applicants or their authorized representatives are invited to be present.

**Hour:** 11:00 a.m.

**Date:** 12-3-21

**Place: Hudson County Division of Purchasing  
567 Pavonia Avenue - 3rd Floor  
Jersey City, NJ 07306**

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**4. Proposal Completion**

The applicant shall fill in all blank space in the proposal forms using blue or black ink, typewriter, or any other electronic or computerized method and sign the same in ink. Erasures or other changes in the proposal must be explained or noted over the signature of the applicant. Proposals containing any conditions, omissions, unexplained erasures or alterations, or any item not called for in the proposal, or irregularities of any kind, may be cause for rejection by the County.

**5. Partnership**

If the firm submitting a proposal is a **Partnership**, the proposal shall be signed by at least one (1) partner. If the person signing does not state that he/she is a partner, **this proposal shall be rejected.**

**6. Corporation**

If the firm submitting a proposal is a **Corporation**, the proposal shall be signed by its President or other presiding authority, e.g., Vice President, Treasurer, Comptroller or Secretary. The proposal may be executed by an individual other than the aforesaid corporate officers if they have been duly authorized to so act on the behalf of the corporate officers, pursuant to a resolution of the corporate Board of Directors. In that event, a certified copy of said Resolution or Authorization **must** be attached to the proposal. **If a certified copy of the Resolution or Authorization is not attached, the proposal shall be rejected.**

**7. Limited Liability Company (LLC)**

If a firm submitting a proposal is an (LLC), under the provision of the N.J.S.A. 42:2B-1, New Jersey limited liability Company Act, the proposal shall be signed by a Member or Manager of the LLC, as defined by the Title 42: 2B-9. The proposal may be executed by other than the aforesaid Member or Manager, if they have been duly authorized to so act on behalf of the LLC, pursuant to a resolution by the LLC. In this event, a certified copy of said Resolution or Authorization must be attached to the proposal. **If a certified copy of the Resolution or Authorization is not attached, the proposal shall be rejected.**

**8. Conditional Proposals**

Conditional proposals will not be accepted.

**9. Award of Contract**

The County will award a contract to entities based upon the general evaluation criteria cited above in the RFP Specifications *Section VI*. Proposals must also be RFP compliant and complete.

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**10. Challenge to the Request for Proposal**

Any challenge to the Request for Proposal must be made, no later than three (3) business days prior to opening. All challenges must be made in writing and faxed to the Hudson County Purchasing Department Attention: Christine Moro, Purchasing Agent at 201-369-4361.

**11. Travel Time**

The County will not pay directly for travel time. All costs necessary to fulfill the scope of services must be included in the unit price contained in the RFP proposal.

**12. Withdrawal of Proposals**

Any proposal may be withdrawn by written request received from an applicant prior to the time fixed for the opening. The written request shall be signed by the applicant.

**13. Comparison of Proposals**

Unit prices must include the cost of insurance, bonding and other charges incidental to the work or delivery of materials, including personnel, office expenses, equipment, travel, consultants, and other overhead costs, unless funded by other sources (to be identified) or provided in-kind by the applicant agency. Actual Cost reimbursement with EHE funds is based on demonstration of incurred costs, included in an approved contract budget, necessary to perform awarded services. EHE funds are to be the payer of last resort. Also see **Item 9. Award of Contract** above, for more information.

**14. Tax Exempt**

Prices quoted in all proposals shall include delivery (Free on-Board destination) and exclusive of all Federal, State, or local taxes from which the County is exempt.

**15. NJ Pay-to-Play**

This proposal is being solicited through a "Fair and Open" process in accordance with N.J.S.A. 19:44A-20.4 et. Seq. A guide to the New Jersey Local Unit Pay to Play Law can be found at [http://www.state.nj.us/dca/divisions/digs/resources/poli\\_docs/p2pguide.pdf](http://www.state.nj.us/dca/divisions/digs/resources/poli_docs/p2pguide.pdf).

**16. Term of Contract**

The contract is for the period commencing January 1, 2022 and continuing through February 28, 2022.

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**17. Right to Reject Proposals**

The County reserves the right to reject any and all proposals, to award in full or in part, to waive immaterial defects or information in any proposal, or accept substitutes of equal or better quality, where it is deemed to be in the best interest of the County to do so. In the case of a tie proposal, the County reserves the right to award the contract to the applicant it determines will best meet the needs of the County.

**18. Laws, Ordinances, and Regulations**

The contractor shall keep fully informed of all federal, state, and 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 in the services, or which in any way affect the services. The contractor and all the employees of the contractor shall at all times observe and comply with all such laws, ordinances, safety codes, regulations, orders or decrees.

The contractor must secure all insurance, licenses and pay any inspection in accordance with provisions as set forth in laws, ordinances and resolutions by all governmental agencies affecting the work at the applicant's own expense. The successful applicant shall be solely responsible for any damage resulting from neglect to obey all laws, regulations, rules and ordinances. Ignorance regarding such requirements shall in no way serve to modify the provisions of the contract. **The County of Hudson shall be listed as an additionally insured on all insurance policies relevant to any work performed pursuant to this RFP.**

**19. Technical Questions**

All technical questions should be addressed by email and sent to Purchasing@hcnj.us to Christine Moro, Purchasing Agent, Purchasing Department, Hudson County no later than **November 16, 2021, by 4:00PM**. Questions deemed substantial to affect the RFP process or to be of a generally significant nature such that the response may be beneficial to more than one potential applicant will be answered in writing as an addendum and be made publicly available by the end of the day on **November 18, 2021**

**II. Applicant Review Criteria**

**1. Qualifications of Applicant**

The County reserves the right to make such investigations as it deems necessary to determine the ability of an applicant to perform the work, and the applicant shall furnish to the County all such information and data for this purpose as the County may request. If the evidence submitted by an applicant, or an investigation by the County, fails to satisfy the County that the applicant is properly qualified to carry out the obligations of the contract and complete the work contemplated therein, the County may reject applicant and award contract to another applicant.



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**2. Successful Applicant**

The successful applicant will be the one who scores the highest point value in the review of proposals in accordance with the “General Evaluation Criteria” contained in *Section VI*. of this RFP’s “Specifications and Service-Specific Proposal Requirements” (on Page 12) and meets all the requirements cited in this Section II. “Applicant Review Criteria”, which is part of the RFP’s “General Terms and Conditions” to be signed by the Applicant on Page 24. The proposal review and evaluation will be performed by an RFP Evaluation Committee assembled by the Department of Health & Human Services’ OFFICE OF Specialized Health SERVICES. **The County retains the right to reject all proposals.** A contract will be awarded if approved by the Hudson County Board of Commissioners.

**3. Tie Proposals**

The County reserves the right to award a tied proposal to the vendor it determines best meets the needs of the County.

**4. Causes for Rejection of Proposals**

Proposals from Applicants who are found to be unqualified, and proposals not accompanied by all required and properly completed RFP documents, may be rejected.

**5. Indemnity**

The successful applicant shall assume all liability for, and shall defend, indemnify and hold harmless, the County, its commissions, boards and authorities, and its respective agents and employees, from and against all loss and expense (including costs and attorney fees) by reason of liability imposed by law upon the County, its commissions, boards and authorities for damages because of injury or death resulting therefrom, to any person or persons, and damage to and destruction of property, including the loss of use thereof, by reason of an accident or occurrence out of Contractor’s operations, or that of its subcontractors, or any directly or indirectly employed by the Contractor or its subcontractors.

**6. Availability of Funds**

This contract is contingent on the availability of Federal, State, and/or County funds.

**III. Required Attachment / Appendix Forms**

Forms to be submitted as either part of this RFP proposal or by the successful Applicant are as follows:

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**A. Forms and Other Items to be Submitted with All RFP Proposals:**

**1. Cover Sheet**-Applicants must complete the Cover Sheet in order that reviewers can easily differentiate between proposals during the review process. The Cover Sheet should be on the top, as the first page of the proposal. Use the Form supplied in this RFP packet on Page27.

**2. Proposal Narrative** –This Narrative must not exceed 10 pages, using a font no smaller than 12.

**3. Job Descriptions** – Include any position which will be included in the proposed program’s EHE Budget, as well as the individual(s) who will have oversight / supervisory and/or reporting responsibility for the RW program. Include qualifications (education, experience, skills, etc.) as well as responsibilities.

**4. Proposal Amount Form** - Applicants must complete the Pricing Designation Page.

**5. Table of Organization** – Showing placement of proposed EHE program within the larger Applicant organization, and specific staffing structure detail within the proposed EHE project are required. Titles and names should be included for positions (ex: supervisory, data, etc.) which are already filled, including those who will have oversight or other responsibilities related to the proposed EHE project.

**6. NJ Business Registration Certificate (or Charities Registration)**

Firms conducting business with public entities in New Jersey are required, pursuant to NJSA 52:32-44(b), to register their business with the State of New Jersey. Applicants must submit their NJ Business Registration Certificate (BRC) with their proposals. Business Registration Certificates are easily obtained at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>. For applicants that are a not-for-profit agency subject to Charitable Registration, a Charities Registration Certificate should be submitted in lieu of the BRC.

**7. Applicant Agency’s Code of Ethics and/or Conflict of Interest Policy**

**8. Hudson County “General Terms & Conditions to Applicants”** (Included in this RFP document)

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**B. APPENDICES which must be completed & submitted with all proposals**

**1. APPENDIX A.** Letter of Qualification

**2. APPENDIX B.** Letter of Intent

**3. APPENDIX C. Non-Collusion Affidavit Form** - Applicants are required to complete the enclosed Non-Collusion Affidavit Form and have it Notarized.

**4. APPENDIX D. Stockholder or Partnership Disclosure Statement Form-**

In accordance with P.L. 1977, Chapter 33, all Applicants shall submit with the RFP proposal a statement setting forth the names and addresses of all stockholders in the corporation, or partners, in the partnership, who own (10) ten percent or more of its stock, of any class, or of all individual partners in the partnership, who own (10) ten percent or greater interest therein, as the case may be, if the stockholder is itself a corporation, the stockholders holding (10) ten percent or more of that corporations stock or the individual partners owning (10) ten percent or greater interest in the partnership, as the case may be, shall be listed.

Attached is a Form (Partnership Disclosure Statement) which shall be used to comply with the agreement.

Please note that ALL APPLICANTS, including not-for-profits, must complete, sign, notarize, and submit this document. **FAILURE TO DO SO WILL RESULT IN A NON-RESPONSIVE PROPOSAL.**

**5. APPENDIX E. Vendor's Acknowledgement Form**

**6. APPENDIX F. Vendor Lobbyist/Consultant Disclosure Statement Form AND Statement of Non-Retention of Lobbyist/Consultant Form** - Applicants are required to submit BOTH Forms; both must be Notarized.

**7. APPENDIX G. First Source Agreement** - The successful applicant, if providing a service or paid via a federal or state grant, will be required to comply with the County's First Source Agreement. All Applicants must submit the enclosed first source agreement form.

**8. APPENDIX H. IRS Form W-9-** All firms doing business with Hudson County must submit an original W-9 (taxpayer ID) with each RFP proposal.

**9. APPENDIX I. Living Wage Statements of Recognition and Compliance Intent**

All Applicants must complete and sign two (2) statements relative to Hudson County Ordinance Nos. 363-6-2014 and 289-5-2019. Collectively these two Ordinances are commonly known as the County's Living wage Ordinances. Two (2) statements and the two ordinances are included in this RFP as Appendix I.

**10. APPENDIX J. NJ Employee Information Report** All firms doing business with Hudson County must submit a current Employee Information Report (Form AA302) or Certificate with each proposal. Samples of these documents are included with this RFP.

**11. APPENDIX K. Iran Certification** Applicants are required to complete the disclosure of investment activities in Iran Form.

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**12. APPENDIX L. Acknowledgement of Receipt of Changes to RFP Documents** - Applicants must complete the Acknowledgement of Receipt of Changes to RFP Documents form in the event any addenda are issued to potential applicants during the public notice period. Failure to acknowledge changes to the RFP documents may cause proposals to be rejected. (NOT REQUESTED unless RFP Addenda advertised)

**IV. AWARD AND PREFORMANCE OF CONTRACT**

**1. Compliance with Affirmative Action Requirements**

During the performance of the contract, the contractor agrees to comply with terms of the Mandatory Equal Employment Opportunity Language under N.J.S.A. 10:5-31, et. seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27 as stated in attached Appendix J.

**2. Requirements Under Right To Know**

As required by the Workers' Right-To-Know Act, material safety data sheets must be submitted with signed contract documents, where applicable, concerning hazardous substances.

**3. Additional Payments**

The successful applicant shall make no claim for additional payments or other concessions because of any misunderstanding of the contract documents on their behalf part or because of any failure to fully acquaint themselves with any condition or provision of the contract documents.

**4. Cancellation of Contract**

The County reserves the right to unilaterally cancel this contract upon 30 days' notice to the vendor.

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# **PROPOSAL FORMS**

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**Ending the HIV Epidemic RFP Initiative:**

**FY 2021 EHE FUNDING RFP PROPOSAL COVER SHEET**

Name of Applicant: \_\_\_\_\_

Proposed Program Name: \_\_\_\_\_

Address of Applicant: \_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email Address: \_\_\_\_\_

Federal Identification # \_\_\_\_\_ DUNS # \_\_\_\_\_

Active SAM (System for Award Management) CAGE Code\*: \_\_\_\_\_

Requested Amount of Dollars \$ \_\_\_\_\_

Contract Dates\*\* January 1, 2022 to February 28, 2022

*\* All agencies receiving federal HRSA funds must be currently registered with the federal System for Award Management (SAM); SAM registration must be updated annually.) A DUNS # is required to register with SAM.\*\**

The undersigned do(es) declare that the individual is the only person interested in this proposal; that it is made without collusion with any person, firm, or corporation making another proposal for the same contract; that the proposal is, in all respects, fair; and that no officer of the County of Hudson or any person in the employ of said County is indirectly interested in this proposal or in the supplies or work to which is related, or in the profits or any portion thereof.

The undersigned also declare(s) that the document has been carefully examined and fully understand(s) the General Conditions and Instructions to Applicants, specifications, and all other contract documents herein referred to and propose(s) to furnish and deliver all necessary material and/or services specified and, in the manner, and time prescribed and further understand(s) that all quantities of material and/or services are to be furnished.

Executive Director/CEO Signature \_\_\_\_\_ Date \_\_\_\_\_

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**RFP CHECKLIST**

**Agency Name:** \_\_\_\_\_ **RFP Initiative:** \_\_\_\_\_

**I. Applicants must submit ALL of the following documents in support of their RFP proposals:**

**A. One (1) original and two (2) copies of the following items 1. through 10. are required to be completed & submitted with each Applicant Proposal (in this order):**

- \_\_\_\_\_ 1. Cover Sheet (use Form provided in RFP)
- \_\_\_\_\_ 2. Letter of Qualification
- \_\_\_\_\_ 3. Letter of Intent
- \_\_\_\_\_ 4. Narrative Proposal ( $\leq$  10 pages)
- \_\_\_\_\_ 5. Proposal Amount Form
- \_\_\_\_\_ 6. Job Descriptions
- \_\_\_\_\_ 7. Table of Organization
- \_\_\_\_\_ 8. N.J. Business Registration Certificate
- \_\_\_\_\_ 9. Applicant's Code of Ethics and/or Conflict of Interest Policy
- \_\_\_\_\_ 10. General Terms and Conditions to Applicants (signed / dated on last page)

**B. One (1) original and two (2) copies of the following APPENDICES A-L are required**

- \_\_\_\_\_ A Application Checklist
- \_\_\_\_\_ B **Proposal Application\***
- \_\_\_\_\_ C Non-Collusion Affidavit Form - Notarized
- \_\_\_\_\_ D **Stockholder or Partnership Disclosure Statement Form – Notarized\***
- \_\_\_\_\_ E Vendor's Acknowledgement Form
- \_\_\_\_\_ F Vendor Lobbyist/Consultant Disclosure Statement Form - Notarized
- \_\_\_\_\_ G First Source Agreement
- \_\_\_\_\_ H IRS Form W-9
- \_\_\_\_\_ I Living Wage Statements of Recognition and Compliance Intent Certification
- \_\_\_\_\_ J N.J. Employee Information Report (AA302) or Certificate (Sample included in this RFP)
- \_\_\_\_\_ K **Iran Certification\***
- \_\_\_\_\_ L **Acknowledgement of Receipt of Changes to RFP Documents Form (NOT REQUESTED unless RFP Addenda advertised)\***

**\*Denotes essential documents. Failure to submit completed forms will deem the application as non-responsive.**

**C. One (1) CD/DVD or USB Drive with a secure copy of the complete proposal in PDF format.**

In the event of any discrepancy between the written proposal and the information contained on the digital media, the written proposal shall be presumed to be the accurate information upon which the County will rely for evaluation.

**II Completed Proposal Packages are to be Sealed, Labeled, & Delivered by Deadline to:**

**Hudson County Purchasing Agent  
567 Pavonia Avenue – 3rd Floor  
Jersey City, NJ 07306**

**No late, emailed or faxed proposals will be accepted.**

APPENDIX C

COUNTY OF HUDSON

NON-COLLUSION AFFIDAVIT

RE: BID PROPOSAL FOR:

STATE OF NEW JERSEY

COUNTY OF \_\_\_\_\_ ss:

I, \_\_\_\_\_ of the municipality/town/township of \_\_\_\_\_ the County of \_\_\_\_\_ and the State of \_\_\_\_\_

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

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(Title)  
the bidder/respondent making the bid proposal for the above named bid, and that I executed the said bid proposal with the full authority to do so; 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 bid; and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the County of Hudson relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said bid project.

Subscribed and sworn to before

me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public  
My Commission Expires:

\_\_\_\_\_  
Officer of Company

\_\_\_\_\_  
Print name



# APPENDIX D

## Clarifications for Preparing the Stockholder Disclosure Certification.

Please read the following carefully:

### Not For Profit Entities:

If the bidder, or respondent to a Request for Proposals, is a duly incorporated not-for-profit entity, then the bidder/respondent shall indicate this fact on the Stockholder Disclosure Certification, and therein disclose the full names and home addresses of the *incorporator(s)* and the *trustee(s)* of the not-for-profit entity. (Note: This information may be found on your Certificate of Incorporation.)

Example: ABC, Inc., a not-for-profit entity, intends to respond to an RFP to do business with the County. John Doe incorporated the not-for-profit himself, and the not-for-profit has three (3) trustees. John Doe, in preparing the Stockholder Disclosure Certification for submission, would indicate on the form "ABC, Inc. is a not for profit entity" in the space provided for "Name of Business" and then, in the areas indicated for "Stockholders," provide the names and home addresses for himself as the incorporator of the not-for-profit, and for the trustees. Please see attached sample as a guide.

In some circumstances, it may be easier for the bidder or respondent to explain the corporate ownership nexus on a separate sheet of paper. This is permissible so long as it is attached to the Stockholder Disclosure Certification, and that Certification is signed before a notary.

### Parent Companies, and their Wholly Owned Subsidiaries:

If the bidding or responding entity is a wholly owned subsidiary of another corporate entity the Statute requires disclosure of that ownership. It further requires disclosure of ownership down to the individual stock holders who own 10% or more of the stock of the corporation. Please see N.J.S.A. 52:25-24.2 (attached).

In some circumstances, it may be easier for the bidder or respondent to explain the corporate ownership nexus on a separate sheet of paper. This is permissible so long as it is attached to the Stockholder Disclosure Certification, and that Certification is signed before a notary.

**STATEMENT OF OWNERSHIP DISCLOSURE**  
 N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: \_\_\_\_\_

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

**Part I** Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)     Limited Liability Company (LLC)
- Partnership     Limited Partnership     Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II**

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

**\*\*NOTE: IF THE NAME LISTED BELOW IS AN INDIVIDUAL, PLEASE PROVIDE HOME ADDRESS. IF NAME LISTED IS A BUSINESS ENTITY, PLEASE PROVIDE BUSINESS ADDRESS. IF THE WRONG ADDRESS IS PROVIDED IT WILL BE CAUSE FOR AUTOMATIC REJECTION OF THE BID OR PROPOSAL. ALSO, ONCE YOU HAVE REACHED THE END OF YOUR DISCLOSURE PLEASE MAKE A NOTE NEXT TO THE FINAL INDIVIDUAL OR BUSINESS LISTED THAT NO ONE STOCKHOLDER/INDIVIDUAL PARTNER/MEMBER OWNS 10% OR MORE. (Please attach additional sheets if more space is needed.)**

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the *<name of contracting unit>* is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with *<type of contracting unit>* to notify the *<type of contracting unit>* in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the *<type of contracting unit>* to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

Key: Yellow Flag - Negative Treatment  
Proposed Legislation

New Jersey Statutes Annotated  
Title 52: State Government, Departments and Officers  
Subtitle 3: Executive and Administrative Departments, Officers and Employees (Refs & Annos)  
Chapter 25: State Purchasing Department  
Article 5: Requisitions and Purchases

N.J.S.A. 52:25-24.2

52:25-24.2. Bidders to submit statement of ownership of 10 percent or greater interest in corporation, partnership, or limited liability company prior to award of public contract; bidders with direct or indirect publicly traded parent entities

Effective August 31, 2016  
Currentness

No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be confined to names and addresses of every noncorporate stockholder and individual partner and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.

Credits  
L.1977, c. 33, § 1, eff. March 3, 1977. Amended by L.2016, c. 43, § 1, eff. Aug 31, 2016.

Notes of Decisions (13)

N.J.S.A. 52:25-24.2, N.J.S.T. 52:25-24.2

52:25-24.2. Bidders to submit statement of ownership of 401 - NJ ST 52:25-24.2

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Current with laws effective through L. 2017, c. 143 and I.R. No. 10.

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End of Document

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APPENDIX E

COUNTY OF HUDSON

VENDORS'S ACKNOWLEDGMENT

The Vendor acknowledges that if it is awarded a contract, the responsibility for monitoring the contract will be the Vendor's. If, at any time, the Vendor is asked by the County or any of its representatives to perform work or to provide goods or merchandise which the Vendor feels would entitle it to compensation in excess of the amount of the contract awarded to the Vendor, or work or goods or merchandise not stated in the contract, the Vendor shall immediately notify the Hudson County Administrator and the Hudson County Counsel in writing. The Vendor will not perform such additional work or provide said goods or merchandise until it has received a written change order to the contract signed by the County Executive, authorizing the work to be performed or the goods or merchandise to be delivered, and designating the price for its completion or purchase. The Vendor acknowledges that unless it has received the aforementioned change order, it waives any and all claims for compensation for such additional work or for said goods or merchandise.

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

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

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

APPENDIX F

VENDOR'S  
LOBBYIST/CONSULTANT  
DISCLOSURE STATEMENT FORM

DATE: \_\_\_\_\_

VENDOR/  
BIDDER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TO THE BOARD OF CHOSEN FREEHOLDERS  
567 PAVONIA AVENUE  
JERSEY CITY, NEW JERSEY 07306

NOTE:

- a. It is mandatory that this form be completed, signed appropriately notarized and submitted with the bid even if no Lobbyists/Consultant has been retained. Failure to submit this form shall result in the exclusion of the bid from consideration as not responsive to the County's expectations.
- b. The term Lobbyist/Consultant is expansive and includes any person, partnership, committee, association, corporation, or any other entity which agrees to receive, directly or indirectly compensation, "in money" or "in kind", or anything of value including reimbursement of expenses in order to influence decisions of the Board of Chosen Freeholders by direct or indirect communications with any member or members of said Board.



VENDOR'S STATEMENT

I have read and understand the above language regarding the mandatory disclosure of Lobbyists/Consultants.

The following Lobbyist(s)/Consultant(s) have been retained by this vendor/bidder in relation to this bid.

1. None  Initial here if appropriate and complete the attached Certification of Non Retention of Lobbyist/Consultant.

2. Name \_\_\_\_\_

Address \_\_\_\_\_

Tel.# \_\_\_\_\_

3. Name \_\_\_\_\_

Address \_\_\_\_\_

Tel.# \_\_\_\_\_

USE ADDITIONAL PAGES IF NECESSARY TO LIST ALL ENTITIES RETAINED.

I certify that I am authorized to make this representation regarding Lobbyist/Consultant disclosure.

I certify that the information on this form supplied by me is accurate.

\_\_\_\_\_  
BIDDER'S NAME (Print)

BY: \_\_\_\_\_

Signature

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

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

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

STATEMENT OF  
NON-RETENTION OF  
LOBBYIST/CONSULTANT

I, \_\_\_\_\_ am authorized to make this statement on behalf  
of \_\_\_\_\_ (Bidder) and hereby certify as follows:

1. I have read and understand the "Vendor Lobbyist/Consultant Disclosure Statement Form" as it appears in the specifications.

2. Understanding the term "Lobbyist/Consultant" as it is described in said "Statement", I, on behalf of myself and/or \_\_\_\_\_ (Bidder), say that I/We have have not retained any "Lobbyist/Consultant" in connection with this bid/proposal.

3. I understand that the duty to disclose the retention and/or use of a Lobbyist/Consultant is ongoing, and covers the period subsequent to the submission of my bid/proposal and continues to the termination of any contract awarded relative to this bid/proposal.

4. I understand that the failure to accurately disclose the retention or use of a Lobbyist/Consultant shall be the basis for the rejection of my bid/proposal as non-responsive or for the termination of any contract should a contract be awarded.

5. I understand that if I retain or otherwise consult or use a Lobbyist/Consultant from the time of the submission of my bid/proposal to the awarding of any contract, or during the term of any contract awarded relative to this submission, I am under an obligation to disclose such action. I will make the disclosure in writing to the:

Hudson County Law  
Attention: Hudson County Counsel  
Administration Annex  
567 Pavonia Avenue  
Jersey City, New Jersey 07306

Such disclosure shall be made within ten (10) days of my retention, or use of a  
Lobbyist/Consultant.

I certify that this statement is accurate.

Bidder: \_\_\_\_\_

BY: \_\_\_\_\_

(Print)

Signature: \_\_\_\_\_

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

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

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

Subscribed and sworn to before

me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_

My Commission Expires

\_\_\_\_\_

## APPENDIX G

### FIRST SOURCE AGREEMENT

#### Notification to Vendor

The County of Hudson has enacted by Ordinance #744-11-2019 a First Source Agreement which requires that any vendor who has a place of business within a radius of fifty (50) miles from 567 Pavonia Avenue, Jersey City, New Jersey, must comply with the terms of the First Source Agreement.

While you are required to abide by all of the terms of the First Source Agreement and without limiting what is required, the Agreement generally requires you to:

- i. To provide the County with a certified list of your employees and their job title/function at the inception of the contract awarded to you and every six (6) months for the duration of the contract; and
- ii. To provide the County with a notification of any job opening in your business at least five (5) days prior to either filling the position or initiating a process to find a replacement for the position; and
- iii. To make a good faith effort to consider Hudson County residents for any vacancy.

A failure to adhere to the terms of the First Source will result in a fine and/or debarment by you from doing business with the County and compensatory damages.

**THIS CONTRACT SHALL BE SUBJECT TO THE TERMS OF  
THE FIRST SOURCE AGREEMENT OF HUDSON COUNTY**

## FIRST SOURCE AGREEMENT

The First Source Agreement for recruitment, referral, and placement is between the County of Hudson, New Jersey, hereinafter referred to as the "County", and \_\_\_\_\_ hereinafter referred to as the "Employer." Under this First Source Agreement, the Employer will use the County as its first source for recruitment, referral, and placement of new employees. The enforcement of the terms of this Agreement on behalf of the County will be through the Division of Workforce Development in the Department of Family Services, hereinafter referred to as the "DWB". The DWB will utilize a Central Applicant Registry (CAR) to inventory available jobs and match Hudson County resident job applicants with those jobs.

NOW, THEREFORE the Employer and County agree that:

### I. GENERAL TERMS

- a. The County wishes to assure continuing employment opportunities for economically disadvantaged and other residents of Hudson County with any Employer who has received a contract with the County to provide services to the County and which has a place of business within a radius of fifty miles (50) miles from the County offices located at 567 Pavonia Avenue, Jersey City, New Jersey, hereinafter referred to as the "Radius". Toward that end, the DWB will cause to be created a Central Applicant Registry, hereinafter referred to as the "CAR" to inventory available jobs and match County resident job applicants with those jobs.
- b. The Employer wishes to use the County as a first source for recruitment and referral of new employees for operating, security, maintenance, and management personnel employed directly by the Employer, to perform the services contracted for by the County and in the case of a "Development Project" any such personnel permanently associated with Employer's development project, who are employed by any service, maintenance, security, or management agent or independent contractor engaged by the Employer, whether such position be full-time, part-time or seasonal.
- c. The WDB will provide employment recruitment and referral services to the Employer subject to the limitations set out in this agreement.
- d. The Employer shall provide the County with a list of the employees of the Contractor at the inception of the Contract and every six (6) months thereafter for the duration of the Contract which list the Employer shall certify to be true and accurate.
- e. This Agreement shall take effect upon the award of the Contract to the Employer by the County.

### II. RECRUITMENT

- a. The County and the Employer agree that for the purposes of this Agreement, "Covered Positions" include all of the Employer's job openings contained within

Appendix \_\_\_\_\_

the Radius, which are created as a result to internal promotions, terminations, and/or expansions within the Employer's workforce, and which are normally filled by new employees.

- b. At least five (5) business days prior to the filling of the position, announcing or advertising or notifying any private employment or referral agency of the availability of a Covered Position(s) (hereinafter the "Advance Notification Period"). The Employer will notify the WDB of its need for new employees in Covered Positions. The Employer shall refrain from the announcement or advertisement of such position(s) during the Advance Notification Period.
- c. This notification to the WDB shall include, at a minimum, the job title, the job description, the job location, the number of employees needed, the rate of pay, the hours of work and the hiring date for each type of position to be filled. The job description shall include the minimum qualifications for the position, in quantifiable and objective terms in order that the WDB can refer qualified individuals to the Employer.
- d. Job openings filled through internal promotions from within Employer's workforce shall not be referred to WDB but the job vacated by the promoted/transferred workers will be referred.

### III. REFERRAL

- a. The WDB will pre-screen applicants in accordance with the qualifications listed by the Employer, but will make no representations as to applicants abilities or qualifications.
- b. The WDB will refer qualified applicants to the Employer in response to the notification of the need for new employees. Such referral shall be in accordance with a schedule agreed upon by the WDB, and the Employer.
- c. The WDB shall attempt to refer three (3) qualified applicants for each position listed. In the event that the WDB believes that it is unable to refer qualified candidates for such position(s) within the Advance Notice Period, it shall so inform the Employer thereby waiving the obligation of the Employer to refrain from further announcement or advertisement to fill such position during the balance of the Advance Notice Period.
- d. The Employer shall interview qualified applicants referred by the DWD and shall assist the DWD in its pre-screening process by providing feedback on applicants referred by the DWD.

### IV. PLACEMENT

- a. The Employer shall make all decisions on hiring new employees. Nothing contained herein shall be construed to require the Employer or any service,

maintenance, security or management agent or independent contractor engaged by the Employer to hire any individual candidate referred by the WDB.

- b. Nothing contained herein shall prevent the Employer from filling job vacancies or newly created positions by transfer or promotion from its existing staff or from a file of qualified applicants maintained by the Employer without having complied with the first-source procedures. Provided, however, that the Employer shall give consideration first to those applicants in the CAR or qualified applicants previously referred by the WDB and/or those other applicants who are County residents.
- c. The Employer shall report its decision to the WDB to hire or not hire individuals referred by the WDB.
- d. After the Employer has selected its employees, the County shall not be responsible for the employee's actions and the Employer hereby releases the County from any liability from the employee's actions.

#### V. CONTROLLING REGULATIONS AND LAW

- a. The Employer will not discriminate against any applicant for employment because of race, religion, age, handicap, color, sex, national origin, citizenship or political affiliation.
- b. The Employers shall incorporate the provisions of this First Source Agreement in all contracts, agreements and purchase orders for labor with any service, maintenance, security management agent or independent contractor engaged by the Employer whose personnel will be permanently assigned to the Employer's development project and shall obligate such independent contractor to comply with the first source procedures described herein.

#### VI. ASSIGNMENT, MODIFICATION AND TERMINATION

- a. Employer agrees that this Agreement is binding on its successors and/or assigns until the termination of the underlying contract.
- b. The County and the Employer may mutually agree to modify this Agreement in writing in order to improve the working relationship described herein.

#### VII. PENALTIES

- a. Failure to adhere to the terms of this Agreement shall result in a fine of \$1,000.00 for the first violation. Any further violation shall result in a default in the terms of the contract, and subject the contractor to all penalties permitted by New Jersey Law, including, but not limited to, debarment, and compensatory damages.
- b. Any funds collected as a result of a violation shall be deposited into an account as determined by the Hudson County Director of Finance to be used for the following purposes:

Appendix \_\_\_\_

- i. Housing the Homeless
- ii. Driver's License Registration Program
- iii. The Expungement Program

VIII. CONFLICT

- a. In the event that any of the provisions of this First Source Agreement conflicts with the terms of another existing contract the employer has with another public entity having an agreement similar to the First Source Agreement, the obligations imposed by this Agreement shall be secondary to the other existing contract. Notwithstanding the foregoing, the Vendor shall have an obligation to both notify the County of any job vacancies, and to supply the County with copies of Certified Payroll Records.
- b. If this Agreement conflicts with any federal, state or local laws or regulations, the law or regulations shall prevail. If this Agreement conflicts with any collective bargaining agreement or pre-existing written personnel policy, the collective bargaining agreement or pre-existing written personnel policy shall prevail. To the extent possible under such laws, regulations, collective bargaining agreements or personnel policies, the Employer agrees to follow the procedures outlined in this agreement.

IX. CENTRAL APPLICANT REGISTRY

The CAR is that maintained at the Hudson County Division of Workforce Development, located on the 6<sup>th</sup> floor at 257 Cornelison Avenue, Jersey City, N.J. Its phone number is (201) 420-3000 ext. 2057.

X. SEVERABILITY

If any provision of this Agreement is found to be unlawful, or is struck down by a court of this State or any State, then that provision will be considered null and void, but the other provisions of this Agreement shall remain in full force and effect.

SIGNATURE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

DATE \_\_\_\_\_



FIRST SOURCE AGREEMENT

Vendor Information

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

Address of Company: \_\_\_\_\_

Address of all Company Locations: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Information:

Name of Contact Person: \_\_\_\_\_

Address of Contact Person: \_\_\_\_\_

E-mail Address of Contact Person: \_\_\_\_\_

Fax Number of Contact Person: \_\_\_\_\_

# FIRST SOURCE AGREEMENT

## Vendor Certification

I hereby certify under oath that the individuals named on the attached hereto are the current employees of my company. I also certify that the list of company locations listed on the vendor information sheet contains a full list of all company locations. I am aware that if the within certification is willfully false then I am subject to punishment.

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

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Appendix \_\_\_\_\_

# APPENDIX B

Form **W-9**  
(Rev. December 2014)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type  
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) \_\_\_\_\_  
 Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
 Other (see instructions) \_\_\_\_\_  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (optional)

### Part III Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> </tr> </table>				
OR				
Employer identification number				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> </tr> </table>				

### Part IV Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here      Signature of U.S. person \_\_\_\_\_      Date \_\_\_\_\_

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted. Future developments: Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/irs9](http://www.irs.gov/irs9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

## Form W-9 (Rev. 12-2014)

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a foreign person, and pay the section 1446 withholding tax, you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien of a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part I instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code on page 3 and the instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

a. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.  
**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

If the payment is for ...	THEN the payment is exempt for ...
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$500 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-529-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish in the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>3</sup> The actual owner <sup>3</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>4</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, *Identity Theft Prevention and Victim Assistance*.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on this form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# APPENDIX I

STATEMENT  
OF  
RECOGNITION AND COMPLIANCE INTENT  
HUDSON COUNTY ORDINANCE NO. 363-6-2014  
"COUNTY CONTRACTOR STANDARD COMPENSATION PROVISIONS"  
REFERRED TO AS  
"CCSCP"

Pursuant to the provisions of Hudson County Ordinance No. 363-6-2014, the successful bidder receiving a contract for which this bid or proposal is submitted, will be bound by the provisions of said Hudson County Ordinance No. 363-6-2014 as it is attached hereto and/or as it is on file with the Clerk of the Hudson County Board of Chosen Freeholders, and available for public inspection.

By submitting this bid or by submitting this proposal you on behalf of a company or firm agree to comply with the CCSCP.

If awarded this contract the successful Bidder or Proposer recognizes and acknowledges that it will comply with the provisions of Hudson County Ordinance No. 363-6-2014 known as the "County Contractor Standard Compensation Provisions Ordinance."

I understand the provisions of Ordinance No. 363-6-2014 and agree fully to comply with the provisions without exception. I have read and understand Section VI of the Ordinance which announces "Remedies for breach of the CCSCP Ordinance."

COMPANY NAME: \_\_\_\_\_

PERSONS' NAME AND  
TITLE PRINTED: \_\_\_\_\_

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

DATE: \_\_\_\_\_

BOARD OF CHOSEN FREEHOLDERS  
COUNTY OF HUDSON

ORDINANCE

No. 363-6-2014

On Motion of Freeholder O'Dea  
Seconded by Freeholder Dubin

AN ORDINANCE AMENDING ARTICLE 17 OF THE HUDSON COUNTY  
ADMINISTRATIVE CODE TO MANDATE STANDARD MINIMUM HOURLY RATES  
OF PAY, PAID TIME OFF AND HEALTH INSURANCE BENEFITS FOR CERTAIN  
NON-COUNTY EMPLOYEES PROVIDING SERVICES TO THE COUNTY TO BE  
KNOWN AS THE  
"COUNTY CONTRACTOR STANDARD COMPENSATION  
PROVISIONS ORDINANCE"

WHEREAS, the State of New Jersey has amended N.J.S.A. 34:11-56a4 relative to the establishment of certain minimum wage rates; and

WHEREAS, by its terms, the cited legislation does not prohibit any political subdivision of the State (including counties) from adopting regulations or rules, or entering into agreements, establishing standards for vendors, contractors and subcontractors of the political subdivision regarding issues of wage rates and greater protections of rights to the employees of such vendors, contractors and subcontractors; and

WHEREAS, it is important to the health and welfare of all residents of Hudson County that all working people are paid a wage that enables them to lift their families out of poverty; and

WHEREAS, the absence of health benefits often causes both economic and emotional hardship to workers and their families during times of illness; and

WHEREAS, the health and well being of workers and their families are enhanced by working conditions which allow workers to have quality leisure time as a complement to their work day; and

WHEREAS, the failure to provide workers with fair wages; adequate health benefits; and quality leisure time results in a climate of stress and anxiety to workers while they provide services to the County; and

WHEREAS, the County awards taxpayer funded contracts to businesses, some of which subcontract to other businesses to provide services to the public and to County government; and

WHEREAS, many service employees and their families both in Hudson County and throughout the State live at or below the poverty line; and

WHEREAS, the payment of such inadequate compensation and benefits tends to negatively affect the quality of service to the County and the public by fostering high turn-over and instability in the workplace; and

WHEREAS, ensuring that businesses, including subcontractors retained by those businesses benefiting from County funds, promote the creation of jobs which pay a living wage; provide reasonable health benefits; and afford reasonable leisure time to their employees, will increase the ability of residents in Hudson County and throughout the State to attain self-sufficiency, decrease economic hardship in the County and State, and reduce the need for the taxpayers to fund social services to provide supplemental support for the employees of local and state businesses; and

WHEREAS, a County policy to promote the creation of living wage jobs that provide adequate health benefits and leisure time to workers complements other County programs aimed at meeting the employment and economic development needs of Hudson County and its residents; and



WHEREAS, it is the purpose of this policy to ensure that businesses and subcontractors benefitting from taxpayer funds provide their employees with a standard living wage; reasonable health benefits; and adequate leisure time, thus redounding to the welfare and best interests of Hudson County and its residents while not unreasonably burdening vendors, contractors and subcontractors.

WHEREAS, the County wishes to have this Ordinance serve as an expression of policy by County government and to be a model for consideration and adoption by other County entities, and autonomous agencies.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF HUDSON, STATE OF NEW JERSEY, AS FOLLOWS:

#### SECTION I

This Ordinance shall be known as the "County Contractor Standard Compensation Provisions" or "CCSCP"

Pursuant to the provision of the Hudson County Administrative Code, Article 17, "Contracts and Purchases," vendors, contractors, and subcontractors which provide service workers by contract to the County of Hudson must comply with the following minimum pay and benefits requirements.

a. For purposes relating to CCSCP, a "service worker" is identified as an individual who provides services, as the term is commonly understood, as opposed to providing goods and/or commodities, in the area relating to building services or building service work.

b. For purposes relating to the CCSCP, "building services" or "building service work" shall mean work performed in connection with the care or maintenance of a building or property, and includes but is not limited to work performed by a watchperson, guard, building cleaner, or window cleaner.

#### SECTION II

a. For purposes of this CCSCP, "qualified contract" means a contract to provide services, including but not limited to building services, to the County of Hudson.

b. For purposes of this CCSCP, a covered employee is a service worker performing services, including but not limited to building services, for a vendor, contractor or subcontractor who provides services to the County.

c. For the purposes of this CCSCP, "covered contractor" means an entity providing services, including but not limited to building services, on a qualified contract or subcontract with the County or any of its departments or subdivisions or on a building services contract or subcontract for premises leased by the County.

d. For the purposes of this CCSCP, "standard compensation" shall include i) the standard hourly rate of pay for the relevant classification, ii) standard paid leave and iii) standard benefits.

e. For the purposes of this CCSCP, "standard hourly rate of pay" for service workers other than for armed guards and armed watchpersons shall be the greatest of the following:

(1) 150% of the federal minimum wage;

(2) the hourly rate of pay for work performed within the County under the Collective Bargaining Agreement covering the largest number of hourly non-supervisory employees employed within Hudson County in the relevant classification, provided the Collective Bargaining Agreement covers no less than two hundred (200) employees in the classification; or

(3) the hourly rate paid to workers in the relevant classification under a preceding qualified contract.

f. For the purposes of this CCSCP, "standard hourly rate of pay for armed guards and armed watchpersons" shall be the greatest of the following:

(1) the rate established by the Federal Department of Labor for the Guard II classification in the Area Wage Determination applicable to work performed within Hudson County under Federal Service Contract Act (41 U.S.C. 351, et seq.);

(2) the hourly rate of pay for work performed within the County under the Collective Bargaining Agreement covering the largest number of hourly non-supervisory employees employed within Hudson County in the relevant classification, provided the Collective Bargaining Agreement covers no less than two hundred (200) employees in the classification; or

(3) the hourly rate paid to workers in the relevant classification under a preceding qualified contract.

g. For the purposes of this CCSCP, "standard paid leave" shall mean paid leave, including paid vacation, paid holidays, and paid personal or sick days. The standard paid leave shall be the greatest of the following:

(1) the paid leave provided by the Collective Bargaining Agreement covering the largest number of hourly non-supervisory employees employed within Hudson County in the relevant classification, provided the Collective Bargaining Agreement covers no less than two hundred (200) employees in the classification;

(2) annual paid vacation of five days or pay to the service worker or an hourly stipend equal to two percent (2%) of the standard hourly rate of pay (the "Hourly Vacation Benefit");

(3) or the monetary value of leave provided under a preceding qualified contract.

h. For the purposes of this CCSCP, "standard benefits" shall be an hourly supplement furnished by a contractor to an employee in one of the following ways:

1) in the form of health and other benefits (not including paid leave) that cost the employer the entire required hourly supplemental amount;

2) by providing a portion of the required hourly supplement in the form of health and other benefits (not including paid leave) and the balance in cash; or

3) by providing the entire supplement in cash.

The required hourly supplemental rate shall be equal to the greatest of the following:

(1) the monetary value of the health and other benefits (not including paid leave) provided by the Collective Bargaining Agreement covering the largest number of hourly, non-supervisory employees employed within Hudson County in the relevant classification, provided the Collective Bargaining Agreement covers no less than two hundred (200) employees in the classification;

(2) health and other benefits (not including paid leave) provided by the employer for each employee within ninety (90) days of hiring or pay to the service worker of an hourly stipend equal to twenty percent (20%) of the standard hourly rate of pay (the "Hourly Benefit Supplement"); or

(3) the monetary value of the benefits provided under a preceding qualified contract. The cost to the employer of "standard benefits" shall be equal to or greater than the Hourly Benefit Supplement. In the event that the premium costs per service worker are less than the Hourly Benefit Supplement then in addition to any other benefits or payments made to a service worker the vendor, contractor, or subcontractor shall pay the service worker on an hourly basis the difference between the Hourly Benefit Supplement and the amount paid for the benefits.

i. For the purposes of this CCSCP, "benefits" shall not include workers compensation or other legally mandated insurance, nor shall it include the value of any benefit for which an employee is eligible, but for which no payment is actually made by a contractor to the employee or to any other party on the employee's behalf because the employee either does not actually utilize or does to elect to receive the benefit for any reason.

j. For the purposes of this CCSCP, "leased by the County" means any agreement whereby a contracting agency contracts for, or leases or rents, commercial office space or commercial office facilities of 10,000 square feet or more from a non-governmental entity provided the County, whether through a single agreement or multiple agreements, leases or rents no less than fifty-one percent (51%) of the total square footage of the building to which the lease applies.

### SECTION III

a. All qualified contracts hereafter made by or on behalf of the County or any of its departments or subdivisions with any person for the performance of any kind of service work for building services to be performed on property or premises owned or leased by the County, shall contain a provision indicating the number of hours of work required and stating the standard compensation for the relevant classification that are applicable to the workers employed in the performance of the contract and shall contain a stipulation that those workers shall be paid not less than the standard compensation for the relevant classifications. The violation of the foregoing provision shall constitute a breach of contract, and such provision shall be considered to be a contract for the benefit of the workers, laborers and mechanics upon which such laborers, workers and mechanics shall have the right to maintain action for the difference between the standard compensation and the rate of pay, benefits and paid leave actually received by them. The laborers, workers and mechanics may be awarded appropriate remedies including, but not limited to, back pay, benefits, attorney's fees, and costs.

b. All advertisements for bids and all specifications in pursuance of any law requiring the advertisements for bids shall include specific reference to the CCSCP. Subject to the approval of the division of local government services in the department of community affairs pursuant to N.J.S.A. 40A:11-4.1 competitive contracting shall be used for all contracts to furnish building service work.

c. All contracts hereafter made by or on behalf of the County or any of its departments or subdivisions with any person for the performance of any kind of service work, as well as all contracts for building services to be performed on property or premises owned or leased by the County, shall provide for annual adjustments of the standard compensation. Every covered contractor shall provide proof that its employees have been provided with the standard compensation mandated hereunder.

d. Payroll reporting. Every six (6) months, a covered contractor, shall file with the County a complete certified payroll showing the covered employer's payroll records for each covered employee working on the contract(s) for building service work for at least one (1) payroll period. Upon request, the employer shall produce for inspection and copying its payroll records for any or all of its covered employees for the prior three (3) year period.

e. For the purposes of this CCSCP, the annual adjustments of the standard compensation for building service work shall be made in the following way: the annually adjusted standard compensation shall be the previous rate of standard compensation increased by the annual percentage difference between the current New York- Northern New Jersey- Long Island- NY-NJ-CT-PA Consumer Price Index (CPI) for all items for All Urban Consumers and the same CPI for the same month of the previous year, or the standard compensation for work performed within the County under the current Collective Bargaining Agreement covering the largest number of hourly non-supervisory employees employed within Hudson county in the relevant classification, provided the Collective Bargaining Agreement covers no less than two hundred (200) employees in the classification, whichever is higher.

#### SECTION IV

a. At the time the contract is awarded and on a quarterly basis thereafter (January 15th, May 15th, August 15th and November 15th) the vendor shall supply for those employees who perform work on the County contract the names of its employees performing the work; the hourly wage paid to the employees; the number of vacation days provided to those employees or the hourly vacation benefit paid to those employees; proof of medical benefit coverage provided to those employees or the Hourly Medical Benefit provided to those employees.

b. The reporting shall be on forms supplied by the County at the time the contract is awarded.

c. All vendors, contractors or subcontractors governed by the terms of this CCSCP shall post in a prominent place or places of employment, in a conspicuous place or places a sign, to be designed and delivered by the County, which clearly reflects the terms of this CCSCP in English and Spanish.

d. In addition to the posting of a sign or signs in the workplace or workplaces, it is recognized that some covered employees may not regularly visit such workplaces. Accordingly, all employers shall provide to their employees a notice in a form to be supplied by the County that describes this CCSCP in plain language and in both English and Spanish. The notice shall be distributed to and signed by all employees performing work pursuant to service contracts with the County.

#### SECTION V

Excluded from the provisions of this CCSCP shall be (i) any entity who is the recipient of County funds through a Public Donor Agreement entered into by the County pursuant to regulations and/or programs established by the State of New Jersey; (ii) any entity which receives funding by way of subgrants from the Community Development Block Grant funds received by the County; and (iii) any social services entity who receives funds from the County to supplement the general operations of the entity as opposed to performing a specific contract awarded by the County.

#### SECTION VI

Remedies for breach of the CCSCP shall include:

- (a) Restitution to employees for unpaid wages.
- (b) Suspension of payments under the contract until restitution for unpaid wages is made.
- (c) Termination of the contract if restitution is not made.
- (d) Debarment from contracting with the County should restitution not be made and the contract is terminated. Debarment shall be pursuant to the provisions of N.J.S.A. 40A:11-4 and may be for up to five (5) years.

#### SECTION VII

The terms and conditions of this CCSCP shall be prospective only and shall not apply to any contract authorized prior to the effective date of the CCSCP. Nor shall the CCSCP apply during the period of any contract renewal included in a contract authorized prior to the effective date of the CCSCP.

**SECTION VIII**

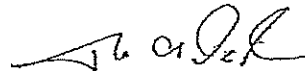
This Ordinance shall take effect in the manner provided by law and shall remain in full force and effect unless modified or rescinded. In the event that any portion of this Ordinance is invalidated by an order of a court of competent jurisdiction, that order shall not in any way effect the validity or effect of the remainder of this Ordinance.

Freshholder	Aye	Nay	Abst	N.P.	Freshholder	Aye	Nay	Abst	N.P.
Cifelli	/				Rivas	/			
DiDomenico	/				Romano	/			
Dublin	/				Maldonado	/			
Liggio	/				Chairperson Munoz	/			
O'Dea	/								

It is hereby certified that at a regular meeting of the Board of Freshholders of the County of Hudson held on the 10 day of June A.D. 2014, the foregoing ordinance was finally adopted with 7 members voting in the affirmative and 0 in the negative.

 Clerk

The foregoing ordinance having been duly presented to me, I hereby approve the same

  
County Executive

Dated: July 1 A.D. 2014

Source: Law  
MEM/ek

The attached form entitled "Living Wage Compliance Certification" is not due at the time of Bid.

This form is to be completed and submitted by the Successful Bidder on the 1<sup>st</sup> of February, May, August and November during the contract term.



LIVING WAGE COMPLIANCE CERTIFICATION

If additional space is needed please use this page.

	Employment Start Date	Number of Vacation Days	Hourly Wage	Medical Benefit Plan
(Hudson County Worksite) Employee and Title				

- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.



STATEMENT OF RECOGNITION AND COMPLIANCE INTENT  
HUDSON COUNTY ORDINANCE NO. 289-5-2019  
"LIVING WAGE"  
"MANDATORY MINIMUM HOURLY RATES OF PAY, VACATION DAYS  
AND HEALTH INSURANCE BENEFITS"

Pursuant to the provisions of Hudson County Ordinance No. 289-5-2019, if not excluded by Section V of the Ordinance, the following minimum pay and benefits must be provided to all "Service Workers" employed by vendors, contractors and subcontractors who provide work to the County of Hudson. "Service Worker" is an individual who provides services, as the term is commonly understood, as opposed to providing goods and/or commodities.

Accordingly a covered employee is a service worker performing services for a vendor, contractor or subcontractor who or which provides services to Hudson County.

By submitting this bid or by submitting this proposal you or on your behalf of a company or firm agree to the following:

- Ordinance No. 289-5-2019 as it is attached to these Bid or Proposal documents and/or as it is on file with the Clerk of the Hudson County Board of Chosen Freeholders and available for public inspection has been read and understood without exception, and its terms will be met in every particular.

• If awarded this contract all covered employees shall receive at a minimum:

- (a) For the period July 1, 2019 through June 30, 2020 an hourly rate of pay which is the greater of \$14.29 or one hundred fifty percent (150%) of the Federal Minimum Wage at the time the contract is bid or renewed or proposals received (the "Base Hourly Living Wage")

For the period July 1, 2020 through June 30, 2021 an hourly rate of pay which is the greater of \$15.29 or one hundred fifty percent (150%) of the Federal Minimum Wage at the time the contract is bid or renewed or proposals received (the "Base Hourly Living Wage")

For the period July 1, 2021 through June 30, 2022 an hourly rate of pay which is the greater of \$16.29 or one hundred fifty percent (150%) of the Federal Minimum Wage at the time the contract is bid or renewed or proposals received (the "Base Hourly Living Wage")

For the period July 1, 2022 through June 30, 2023 an hourly rate of pay which is the greater of \$17.29 or one hundred fifty percent (150%) of the Federal Minimum Wage at the time the contract is bid or renewed or proposals received (the "Base Hourly Living Wage")

For the period July 1, 2023 through June 30, 2024 an hourly rate of pay which is the greater of \$18.29 or one hundred fifty percent (150%) of the Federal Minimum Wage at the time the contract is bid or renewed or proposals received (the "Base Hourly Living Wage")

For the period July 1, 2024 through June 30, 2025 an hourly rate of pay which is the greater of \$19.29 or one hundred fifty percent (150%) of the Federal Minimum Wage at the time the contract is bid or renewed or proposals received (the "Base Hourly Living Wage")

During the term of your contract or any renewal you will be required to comply with the Living Wage Rate in effect for the contract period as set forth above.

- (b) An annual paid vacation of five (5) days or service workers shall be paid an hourly stipend equal to two (2%) of the Base Hourly Living Wage (the "Hourly Vacation Benefit"); and

- (c) Medical benefits shall be provided by the employer for each service worker within ninety (90) days of hiring or the service workers shall be paid an hourly stipend equal to twenty percent (20%) of the Base Living Wage (the "Hourly Medical Benefit.")
- (d) It is the intention of this Ordinance that the level of medical benefits provided by a vendor, contractor or subcontractor to a service worker be of a level so that the premium costs per service worker be equal to or more than the Hourly Medical Benefit pro-rated on an hourly basis. In the event that the premium costs per service worker is less than the Hourly Medical Benefit then in addition to any other benefits or payments made to a service worker the vendor, contractor, or subcontractor shall pay the service worker on an hourly basis the difference between the Hourly Medical Benefit and the amount paid for the medical benefits.

The successful Bidder has a continuing obligation to comply with Ordinance No. 289-5-2019 and complete the attached Living Wage Compliance Certification on the first day of February, May, August and November for the duration of the contract and forward this Living Wage Compliance Certification to *Alvin Sirris, Hudson County Law Department, 567 Pavonia Avenue, Jersey City, New Jersey 07306.*

I understand the provisions of Ordinance No. 289-5-2019 and agree fully to comply with the provisions without exception. I have read and understand Section VI of the Ordinance which announces "Remedies for breach of the Living Wage Ordinance."

COMPANY NAME: \_\_\_\_\_

PERSON'S NAME AND  
TITLE PRINTED: \_\_\_\_\_

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

DATE: \_\_\_\_\_

BOARD OF CHOSEN FREEHOLDERS  
COUNTY OF HUDSON  
ORDINANCE

*10/15*

No. 289-5-2019

On Motion of Freeholder O'Dea  
Seconded by Freeholder Walker

AN ORDINANCE AMENDING ARTICLE 17 OF THE  
HUDSON COUNTY ADMINISTRATIVE CODE  
TO MANDATE MINIMUM HOURLY RATES OF PAY, VACATION  
BENEFITS AND HEALTH INSURANCE BENEFITS  
FOR CERTAIN NON-COUNTY EMPLOYEES PROVIDING  
SERVICES TO THE COUNTY

BE IT ORDAINED BY THE BOARD OF CHOSEN  
FREEHOLDERS OF THE COUNTY OF HUDSON, NEW JERSEY AS  
FOLLOWS:

WHEREAS, the State of New Jersey has amended N.J.S.A. 34:11-56a4 relative to the establishment of certain minimum wage rates; and

WHEREAS, by its terms, the cited legislation does not prohibit any political subdivision of the State (including counties) from adopting regulations or rules, or entering into agreements, establishing standards for vendors, contractors and subcontractors of the political subdivision regarding issues of wage rates and greater protections of rights to the employees of such vendors, contractors and subcontractors; and

WHEREAS, it is important to the health and welfare of all residents of Hudson County that all working people are paid a wage that enables them to lift their families out of poverty; and

WHEREAS, the absence of health benefits often causes both economic and emotional hardship to workers and their families during times of illness; and

WHEREAS, the health and wellbeing of workers and their families are enhanced by working conditions which allow workers to have quality leisure time as a complement to their work day; and

WHEREAS, the failure to provide workers with fair wages, adequate health benefits; and quality leisure time results in a climate of stress and anxiety to workers while they provide services to the County; and

WHEREAS, many service employees and their families both in Hudson County and throughout the State live at or below the poverty line; and

WHEREAS, the payment of such inadequate compensation and benefits tends to negatively affect the quality of service to the County and the public by fostering high turnover and instability in the workplace; and

WHEREAS, the County awards taxpayer funded contracts to businesses, some of which subcontract to other businesses to provide services to the public and to County government; and

WHEREAS, a County policy to promote the creation of living wage jobs that provide adequate health benefits and leisure time to workers complements other County programs aimed at meeting the employment and economic development needs of Hudson County and its residents; and

WHEREAS, ensuring that businesses including subcontractors retained by those businesses benefitting from County funds promote the creation of jobs, which pay a living wage; provide reasonable health benefits; and afford reasonable leisure time to their employees, will increase the ability of residents in Hudson County and throughout the State to attain self-sufficiency, decrease economic hardship in the County and State, and reduce the need for the taxpayers to fund social services to provide supplemental support for the employees of local and state businesses; and

WHEREAS, it is the purpose of this policy to ensure that businesses and subcontractors benefitting from taxpayer funds provide their employees with a living wage; reasonable health benefits; and adequate leisure time, thus redounding to the welfare and best interests of Hudson County and its residents while not unreasonably burdening vendors, contractors and subcontractors; and

WHEREAS, the County recognizes that from time to time the living wage benefits afforded by this Ordinance need to be adjusted to reflect changes in the cost of living.

### SECTION I

Pursuant to the provision of the Hudson County Administrative Code, Article 17, "Contracts and Purchases," the following minimum pay and benefits requirements must be complied with by vendors, contractors, and subcontractors who provide service workers by contract to the County of Hudson. For purposes relating to this Ordinance, a "service worker" is identified as an individual who provides services, as the term is commonly understood, as opposed to providing goods and/or commodities.

### SECTION II

For purposes of this Ordinance a covered employee is a service worker performing services for a vendor, contractor or subcontractor who provides services to the County.

### SECTION III

Such service workers who work at various County of Hudson work sites and/or pursuant to service contracts with the County of Hudson under contract shall receive the following minimum pay and benefits:

- (a) For the period July 1, 2019 through June 30, 2020 an hourly rate of pay which is the greater of \$14.29 or one hundred fifty percent (150%) of the Federal Minimum Wage at the time the contract is bid or renewed or proposals received (the "Base Hourly Living Wage")

For the period July 1, 2020 through June 30, 2021 an hourly rate of pay which is the greater of \$15.29 or one hundred fifty percent (150%) of the Federal Minimum Wage at the time the contract is bid or renewed or proposals received (the "Base Hourly Living Wage")

For the period July 1, 2021 through June 30, 2022 an hourly rate of pay which is the greater of \$16.29 or one hundred fifty percent (150%) of the Federal Minimum Wage at the time the contract is bid or renewed or proposals received (the "Base Hourly Living Wage")

For the period July 1, 2022 through June 30, 2023 an hourly rate of pay which is the greater of \$17.29 or one hundred fifty percent (150%) of the Federal Minimum Wage at the time the contract is bid or renewed or proposals received (the "Base Hourly Living Wage")

For the period July 1, 2023 through June 30, 2024 an hourly rate of pay which is the greater of \$18.29 or one hundred fifty percent (150%) of the Federal Minimum Wage at the time the contract is bid or renewed or proposals received (the "Base Hourly Living Wage"); and

For the period July 1, 2024 through June 30, 2025 an hourly rate of pay which is the greater of \$19.29 or one hundred fifty percent (150%) of the Federal Minimum Wage at the time the contract is bid or renewed or proposals received (the "Base Hourly Living Wage"); and

- (b) An annual paid vacation of five (5) days or pay the service worker an hourly stipend equal to two percent (2%) of the Base Hourly Living Wage (the "Hourly Vacation Benefit"); and
- (c) Medical benefits provided by the employer for each employee within ninety (90) days of hiring or pay the service worker an hourly stipend equal to twenty percent (20%) of the Base Hourly Living Wage (the "Hourly Medical Benefit").
- (d) It is the intention of this Ordinance that the level of medical benefits provided by a vendor, contractor or subcontractor to a service worker be of a level so that the premium costs per service worker be equal to or more than the Hourly Medical Benefit pro-rated on an hourly basis. In the event that the premium costs per service worker is less than the Hourly Medical Benefit then in addition to any other benefits or payments made to a service worker the vendor, contractor, or subcontractor shall pay the service worker on an hourly basis the

difference between the Hourly Medical Benefit and the amount paid for the medical benefits.

#### SECTION IV

- A. At the time the County awards a contract to a vendor the vendor shall furnish the County with the per employee premium cost it pays to provide medical benefits for its employees. The premium cost shall be that paid for single coverage.
- B. At the time the contract is awarded and on a quarterly basis thereafter (January 15<sup>th</sup>, May 15<sup>th</sup>, August 15<sup>th</sup>; and November 15<sup>th</sup>) the vendor shall supply for those employees who perform work on the County contract the names of its employees performing the work; the hourly wage paid to the employees; the number of vacation days provided to those employees or the hourly vacation benefit paid to those employees; proof of medical benefit coverage provided to those employees or the Hourly Medical Benefit provided to those employees.
- C. The reporting shall be on forms supplied by the County at the time the contract is awarded.
- D. All vendors, contractors or subcontractors governed by the terms of this Ordinance shall post in a prominent place or places of employment, in a conspicuous place or places a sign, to be designed and delivered by the County, which clearly reflects the terms of this Ordinance in English and Spanish.
- E. In addition to the posting of a sign or signs in the workplace or workplaces, it is recognized that some covered employees may not regularly visit such workplaces. Accordingly, all employers shall provide to their employees a notice in a form to be supplied by the County that describes this Ordinance in plain language and in both English and Spanish. The notice shall be distributed to and signed by all employees performing work pursuant to service contracts with the County.

#### SECTION V

Any vendor contractor or subcontractor who is governed by the terms of this Ordinance shall have no obligation to provide medical benefits, an Hourly Medical Benefit payment, annual vacation, or an Hourly Vacation Benefit to any employee who is paid an hourly rate of pay of at least three hundred percent (300%) of the Federal Minimum Wage.

Excluded from the provisions of this Ordinance shall be (i) any entity who is the recipient of County funds through a Public Donor Agreement entered into by the County pursuant to regulations and/or programs established by the State of New Jersey; (ii) any entity who receives funding by way of sub-grants from the Community Development Block Grant funds received by the County; and (iii) any social services entity who receives funds from the County to

supplement the general operations of the entity as opposed to performing a specific contract awarded by the County.

#### SECTION VI

Remedies for breach of the Living Wage Ordinance shall include:

- (a) Restitution to employees for unpaid wages.
- (b) Suspension of payments under the contract until restitution for unpaid wages is made.
- (c) Termination of the contract if restitution is not made.
- (d) Debarment from contracting with the County should restitution not be made and the contract is terminated. Debarment shall be pursuant to the provisions of N.J.S.A. 40A:11-4 and may be for up to five (5) years.

#### SECTION VII

Effective July 1, 2019 the previous County Living Wage Ordinance as enacted on February 27, 2014 (No. 101-2-2014) and as amended on July 1, 2014 (No. 364-6-2014) referred to subsequently herein as the "Previous Living Wage Ordinance" (shall be of no further force and effect. However, any vendor to whom a contract was awarded and who was required to comply with the terms of the Previous Living Wage Ordinance as to the payment of wages and benefits to its employees shall continue to comply with the Previous Living Wage Ordinance until the expiration of the contract. All of the terms and provisions of the Previous Living Wage Ordinance, including remedies, shall continue to remain in effect for those vendors covered by the Previous Living Wage Ordinance.

#### SECTION VIII

The terms and conditions of this Ordinance shall be prospective only and shall not apply to any contract authorized prior to the effective date of this Ordinance. Nor shall this Ordinance apply during the period of any contract renewal included in a contract authorized prior to the effective date of this Ordinance.

Compliance with the requirements of this Ordinance shall be waived for any vendor, contractor and subcontractor currently under contract with the County if the Ordinance provisions vary with the terms of an existing bona fide collective bargaining agreement in place at the date of the enactment of this Ordinance, provided that all parties to the existing bona fide collective bargaining agreement in place at the date of the enactment of this Ordinance agree to a waiver of the application of this Ordinance. However, upon expiration of the term of the collective bargaining agreement, all provisions of this Ordinance shall apply.

#### SECTION IX

Commencing on March 1, 2025 and every three (3) years thereafter the County Executive and the County Board of Freeholders shall review the Base Hourly Living Wage to determine whether the wages and benefits

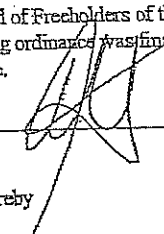
imposed by the terms of this Ordinance shall be adjusted. In performing that assessment as mandated by this Ordinance the County shall consider and review among other factors the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor for the New York, New York-Northeastern New Jersey area for the thirty six (36) month period immediately preceding any review.

**SECTION X**

This Ordinance shall take effect on July 1, 2019 and shall remain in full force and effect unless modified or rescinded. In the event that any portion of this Ordinance is invalidated by an order of a court of competent jurisdiction, that order shall not in any way effect the validity or effect of the remainder of this Ordinance.

Freeholder	Aye	Nay	Abst.	N.P.	Freeholder	Aye	Nay	Abst.	N.P.
Walker	/				Rivas	/			
Cifelli	/				Rodriguez	/			
Kopacz	/				Romano	/			
Toures	/				Chairperson Vainici	/			
O'Dea	/								

It is hereby certified that at a regular meeting of the Board of Freeholders of the County of Hudson held on the 8<sup>th</sup> day of May A.D. 2019, the foregoing ordinance was finally adopted with 9 members voting in the affirmative and 0 in the negative.

 Clerk

The foregoing ordinance having been duly presented to me, I hereby \_\_\_\_\_ the same

Dated: A.D. 2019

\_\_\_\_\_  
County Executive

Source: Law Department  
DJE/ek



The attached form entitled "Living Wage Compliance Certification" is not due at the time of Bid.

This form is to be completed and submitted by the Successful Bidder on the 1<sup>st</sup> of February, May, August and November during the contract term.

LIVING WAGE COMPLIANCE CERTIFICATION

**NOTE:** This form is **NOT** due at the time of bid. It is to be completed and submitted but the Successful Bidder on the 1<sup>st</sup> of February, May, August & November during the contract term.

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

Medical Insurance Company: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

	Employment Start Date	Number of Vacation Days	Hourly Wage	Medical Benefit Plan
1. _____ (Hudson County Worksite) Employee and Title				
2. _____				
3. _____				
4. _____				
5. _____				

The undersigned has read the attached 2019 Living Wage Ordinance No. 363-6-2014 and 289-5-2019 and is in compliance with the requirements, and has submitted proof of compliance with this Living Wage Compliance Certification, including a copy of the employee Medical Benefits Policy.

The undersigned is fully aware that if I have misrepresented in whole or in part this affirmation and certification, I and/or the company will be liable for any penalty permitted by law including loss of contract or disbarment.

Vendor: \_\_\_\_\_

Name and Title Printed: \_\_\_\_\_

Signature: \_\_\_\_\_

DUE DATE: February 1<sup>st</sup>       May 1<sup>st</sup>       August 1<sup>st</sup>       November 1<sup>st</sup>

LIVING WAGE COMPLIANCE CERTIFICATION

If additional space is needed please use this page.

Medical Benefit Plan	Hourly Wage	Number of Vacation Days	Employment Start Date	(Hudson County Worksite) Employee and Title

- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.

(REVISED 4/10)

## APPENDIX J

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

#### 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.

## APPENDIX J

Cont'd.

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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; and

Employee Information Report Form AA-302

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. 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.

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

**EMPLOYEE INFORMATION REPORT**

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa302ine.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ine.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	DATE DATED
		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 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	COL. 2	COL. 3	***** MALE *****					***** FEMALE *****					
	TOTAL (Col. 1 & 2)	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 Excludes 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. IS 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 AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

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

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

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

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

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

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

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

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

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

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

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

Racial/Ethnic Groups will be defined:

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

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

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

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

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

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

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

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

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

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

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

## TYPE OR PRINT IN SHARP BALL POINT PEN

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

NJ Department of the Treasury  
Division of Purchase & Property  
Contract Compliance Audit Unit  
EEO Monitoring Program  
P.O. Box 208

Trenton, New Jersey 08625-0208

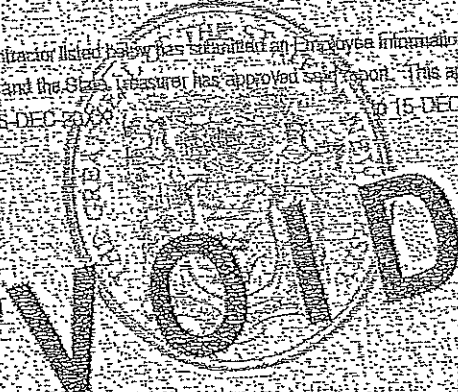
Telephone No. (609) 252-5473

Certification 11XX

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-20XX to 15-DEC-20XX.



SAMPLE COMPANY, INC.  
33 WEST STATE STREET  
TRENTON, NJ 08625



State Treasurer



APPENDIX K



STATE OF NEW JERSEY  
 DEPARTMENT OF THE TREASURY  
 DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230  
 TRENTON, NEW JERSEY 08625-0230

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

BID SOLICITATION #:

VENDOR/BIDDER:

PART 1

CERTIFICATION

VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES  
 FAILURE TO CHECK ONE OF THE BOXES 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 nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury's Chapter 25 list as a person or entity engaged 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>. Vendors/Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a Vendor's/Bidder's proposal non-responsive. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the 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.

CHECK THE APPROPRIATE BOX

A. I certify, pursuant to Public Law 2012, c. 25, that neither the Vendor/Bidder listed above nor any of its 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"). Disregard Part 2 and complete and sign the Certification below.

OR

B. I am unable to certify as above because the Vendor/Bidder 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 information will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2

PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

If you checked Box "B" above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in the investment activities in Iran by completing the boxes below.

ENTITY NAME: \_\_\_\_\_

RELATIONSHIP TO VENDOR/BIDDER: \_\_\_\_\_

DESCRIPTION OF ACTIVITIES: \_\_\_\_\_

DURATION OF ENGAGEMENT: \_\_\_\_\_

ANTICIPATED CESSATION DATE: \_\_\_\_\_

VENDOR/BIDDER CONTACT NAME: \_\_\_\_\_

VENDOR/BIDDER CONTACT PHONE No.: \_\_\_\_\_

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name and Title \_\_\_\_\_



State of New Jersey

DEPARTMENT OF THE TREASURER  
 DEPARTMENT OF REVENUE AND TAXATION  
 OFFICE OF THE DIRECTOR  
 14 WEST STATE STREET  
 P. O. BOX 659  
 TREASURY, NEW JERSEY 08646-0659

ANDREW P. SHERAZAN, ESQ.  
 State Treasurer

CAROL CRONIN  
 Governor

KIM GUZZIERO  
 Lt. Governor

INDEPENDENT JACQUELYN  
 Director

Telephone: (609) 797-4244 Facsimile: (609) 824-2473

The following list represents entities determined, based on available information available to the public, to be engaged in prohibited activities in trust pursuant to P.L. 2012, c. 25 ("Chapter 25"):

1. Bank Mawazi Inc (Central Bank of Iran)	22. Indochina Naba (INA)
2. Bank Melat	23. Kingstren PLC
3. Bank Mellat	24. Liquefied Natural Gas United
4. Bank Tejarat	25. Marine Terminal SpA
5. National Iranian Tanker Company (NITC)	26. National Intertank Company (NICO)
6. Sanjeh-Afzar Tank Company (SATCO)	27. Global Natural Gas Corporation (GNGC)
7. Amara	28. Oshkosh Limited
8. Bank Saderat PLC	29. Fanyu Cou Kang Steel Pipe Company, Ltd
9. Bank Sepah	30. Petrol International Bank
10. Bafar	31. PetroChina Company, Ltd
11. Behkeshimi (Behkeshimi)	32. Petrolusda Venezuela (PDVSA Petrosda, SA)
12. Baxat Petroleum Corporation Ltd	33. Schering America Inc
13. China International United Petroleum & Chemicals Co., Ltd (CINUPC)	34. Shanghai Hui-CNE Machine Company, Ltd
14. China National Offshore Oil Corporation (CNOOC)	35. Shanghai Sany Petroleum Equipment Company, Ltd
15. China National Petroleum Corporation (CNPC)	36. SunHydro
16. China National United Oil Corporation (China Oil)	37. SXX Energy
17. China Petroleum & Chemical Corporation (Sinopec)	38. SCS Ventures
18. China Precision Machinery Import Export Corp. (CPMEIC)	39. Sun Petrol SA
19. Equinor National Oil Company	40. Sunangel
20. Canbay Bank Azerbaijan	41. Zhongzhong Company
21. Indian Oil Corporation	

List Date: January 28, 2013

# APPENDIX L

## ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

\_\_\_\_\_  
Name of Local Contracting Unit

\_\_\_\_\_  
(Name of Construction/Public Works Project)

\_\_\_\_\_  
Project Or Bid Number

Pursuant to N.J.S.A. 40A:11-23.1(a), the undersigned Respondent hereby acknowledges receipt of the following notices, revisions, or addenda to the bid documents, advertisement, or specifications. By indication date of receipt, Respondent acknowledges the submitted proposal takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to applicants shall take precedence and that failure to include provisions of changes in a proposal may be basis for rejection of the proposal.

Local Unit Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick-up, etc.)	Date Received

Acknowledgment by Vendor:

Name of Vendor: \_\_\_\_\_

By Authorized Representative:

Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

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

**> Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**, with amendments effective November 12, 2020

## 2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

### **Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

**(A)** Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.  
For NJ, threshold is \$44,000.

**(B)** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

**(C)** **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**(D) Davis-Bacon Act**, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40

U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387),** as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**(H) Debarment and Suspension (Executive Orders 12549 and 12689) -** A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) -** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

### **§ 200.323 Procurement of recovered materials.**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

### **§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.**

**(a)** Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

**(1)** Procure or obtain;

**(2)** Extend or renew a contract to procure or obtain; or

**(3)** Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

**(i)** For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

**(ii)** Telecommunications or video surveillance services provided by such entities or using such equipment.

**(iii)** Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**(b)** In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

**(c)** See Public Law 115-232, section 889 for additional information.

**(d)** See also § 200.471.

### **§ 200.322 Domestic preferences for procurements.**

**(a)** As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

**(b)** For purposes of this section:

**(1)** "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

**(2)** "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.



<b>STANDARD BID DOCUMENT REFERENCE</b>	
Name of Form:	<b>FEDERAL NON-DEBARMENT CERTIFICATION</b>
Statutory Reference:	N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)
Description:	Meets statutory criteria for certification of non-debarment by a federal government agency.

**Summary of the Certification Requirements under N.J.S.A. 52:32-44.1**

Pursuant to state law any natural person, company, firm, association, corporation, or other entity prohibited, or “debarred,” from contracting with the federal government agencies, shall also be prohibited from contracting for public work in the state of New Jersey. This prohibition also extends to any affiliate organization(s) held by or subject to the control of an entity of that prohibited person or entity.

Prior to awarding a contract for public work a local units must obtain written certification from the contracting person or entity through the form below, attesting to their non-debarment from contracting with federal government agencies. Contracting units are reminded that they must fill-in the boilerplate information in the certification sections of Parts II through IV regarding their name and type of contracting unit before using the form.

**CERTIFICATION OF NON-DEBARMENT  
FOR FEDERAL GOVERNMENT CONTRACTS**

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

PART I: VENDOR INFORMATION	
Individual or Organization Name	
Address of Individual or Organization	
DUNS Code (if applicable)	
CAGE Code (if applicable)	
Check the box that represents the type of business organization:	

- Sole Proprietorship (skip Parts III and IV)   
  Non-Profit Corporation (skip Parts III and IV)  
 For-Profit Corporation (any type)   
  Limited Liability Company (LLC)   
  Partnership  
 Limited Partnership   
  Limited Liability Partnership (LLP)  
 Other (be specific): \_\_\_\_\_

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the <b>individual or organization listed above in Part I</b> is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <b>&lt;name of contracting unit&gt;</b> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by <b>&lt;type of contracting unit&gt;</b> to notify the <b>&lt;type of contracting unit&gt;</b> in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the <b>&lt;type of contracting unit&gt;</b> , permitting the <b>&lt;type of contracting unit&gt;</b> to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

**PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization**

**Section A (Check the Box that applies)**

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
--------------------------	---

<b>Name of Individual or Organization</b>	
---	--

<b>Home Address (for Individual) or Business Address</b>	
--	--

**OR**

<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
--------------------------	---

**Section B (Skip if no Business entity is listed in Section A above)**

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.
--------------------------	---

<b>Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity</b>	
---	--

<b>Home Address (for Individual) or Business Address</b>	
--	--

**OR**

<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.
--------------------------	--

**Section C – Part III Certification**

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity of **<name of organization>**. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the **<type of contracting unit>**, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities	
Section A	
<input type="checkbox"/>	Below is the name and address of the corporation(s) in which the <b>Organization listed in Part I</b> owns more than 50 percent of voting stock, or of the partnership(s) in which the <b>Organization listed in Part I</b> owns more than 50 percent interest therein, or of the limited liability company or companies in which the <b>Organization listed above in Part I</b> owns more than 50 percent interest therein, as the case may be.
Name of Business Entity	Business Address
**Add additional sheets if necessary**	
OR	
<input type="checkbox"/>	The <b>Organization listed above in Part I</b> does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.

Section B (skip if no business entities are listed in Section A of Part IV)			
<input type="checkbox"/>	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).		
Name of Business Entity Controlled by Entity Listed in Section A of Part IV		Business Address	
**Add additional Sheets if necessary**			
OR			
<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.		
Section C – Part IV Certification			
<p>I hereby certify that the <b>Organization listed above in Part I</b> does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <b>&lt;name of contracting unit&gt;</b> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by <b>&lt;type of contracting unit&gt;</b> to notify the <b>&lt;type of contracting unit&gt;</b> in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the <b>&lt;type of contracting unit&gt;</b>, permitting the <b>&lt;type of contracting unit&gt;</b> to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	