

**County of Hudson  
Department of Health and Human Services  
OFFICE OF CHILDREN AND YOUTH SERVICES**

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**2021 REQUEST FOR PROPOSALS**

**County of Hudson  
Department of Health & Human Services  
Office of Children & Youth Services**

**HUDSON COUNTY  
CREDIBLE MESSENGERS PROGRAM**



**ISSUED:                   JUNE 29, 2021  
DUE :                      JULY 20, 2021**

COUNTY OF HUDSON  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
2021 CREDIBLE MESSENGER PROGRAM REQUEST FOR PROPOSAL

Notice is hereby given that sealed proposals will be received by the County of Hudson, State of New Jersey, Attention: Purchasing Agent, 3<sup>rd</sup> Floor, 567 Pavonia Avenue, Jersey City, NJ 07306 on **July 20, 2021 no later than 11:00a.m. prevailing time**, and at that date, time, and place the following will be publicly opened and read for:

**REQUEST FOR PROPOSALS FOR THE 2021 CREDIBLE MESSENGER PROGRAM**

The Hudson County Office of Children and Youth Services, under the Department of Health and Human Services, Request for Proposals will support the Hudson County Credible Messenger program, which focuses on engaging court-involved youth in transformative mentoring relationships to help prevent future involvement in the justice system. **The grant period for this RFP will be August 16, 2021 through December 31, 2021.** Hudson County anticipates selecting a provider to operate the Credible Messenger Initiative for this time period with the flexibility to renew awards for up to four years, pending awardee performance and the availability of funding. Hudson County will award a partial grant of **\$292,000.00** for the Credible Messenger program during 2021, and anticipates an annual grant award of \$500,000.00 dollars annually in the years following 2021.

A non-mandatory preapplication meeting will be held on **July 1, 2021 at 1:00p.m.** prevailing time via ZOOM. Zoom information will be uploaded on the Hudson County Purchasing Portal.

Questions are to be submitted in writing via EMAIL no later than **July 7, 2021 by 4pm** to [questions.purchasing@hcnj.us](mailto:questions.purchasing@hcnj.us). No further questions will be accepted after this time. Answers to questions will be posted via an Addendum published in the Jersey Journal and Star Ledger, along with being sent to all vendors who download the RFP on the Purchasing Portal. The addendum will be posted on the Hudson County Purchasing Portal. Proposals shall be submitted on the forms provided and shall be in accordance to all the requirements of the RFP.

Sealed proposals MUST be hand delivered to the County of Hudson, State of New Jersey, Attention: Purchasing Agent, 3<sup>rd</sup> Floor, 567 Pavonia Avenue, Jersey City, NJ **on July 20, 2021 no later than 11:00a.m. prevailing time.** One (1) Original, two complete copies, and two digital (either CD/DVD or USB) copies which contain a secure copy of the proposal in PDF, WordPerfect, Microsoft Word) must be hand delivered (either by the vendor or courier service) by the designated time for receipt of proposals. All proposals must be contained in a sealed envelope or box. Required language to be written on the exterior of all boxes or envelopes is as described in the General Conditions and Instructions to Applicants. **Absolutely no late, emailed, or faxed proposals will be accepted.** Please do NOT send your proposal via the United States Postal Service.

If a respondent wishes to deliver an RFP prior to the July 20, 2021 11:00p.m, prevailing time deadline, then the submission must be clearly marked on the outside with the title of the RFP submission. The date and time at which the RFP is scheduled to be opened must be on the outside as well as the name of the entity submitting a proposal.

**Applicants are required to comply with the requirements of PL 1975, c. 127 (NJAC 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.**

The Request for Proposal may be viewed and obtained through the Hudson County Purchasing Portal at [www.hudsoncountynjprocure.org](http://www.hudsoncountynjprocure.org). Applicants must register on the Purchasing Portal in order to download the request for proposal.

Applicants are required to use the statement forms contained in the General Conditions and Instructions to 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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**Mandatory County Attachments**

The following is the list of attachments in order, given the titles that appear on the attachment itself, with mandatory items listed in **bold face type**:

- Proposal Submission Checklist
- Proposal Application
- Budget Instructions
- Budget Information Forms
- **Statement of Ownership Disclosure**
- Vendor's Acknowledgement Form
- Vendor Lobbyist/Consultant Disclosure Statement Form
- First Source Agreement
- IRS Form W-9
- Living Wage Ordinance Nos. 363-6-2014, 289-5-2019
- Living Wage Compliance Certification
- Equal Opportunity Act-Mandatory Language
- **Iran Certification – No Longer Fatal**
- American with Disabilities Act-Mandatory Language
- Agency Emergency Preparedness Plan
- Agency Code of Ethics
- NJ Business Registration and/or Charities Registration
- **Acknowledgement of Receipt of Changes to RFP Documents**

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**PROPOSAL GUIDELINES**

**Goal**

The goal of the Hudson County Credible Messenger Program is to improve public safety by giving high-risk court-involved youth the services, resources, and opportunities to become more connected members of the community. The Credible Messenger model aims to achieve this outcome by connecting Court-involved youth to rooted community members – credible messengers – who have similar experiences with the youth and families served and a unique set of skills required to help transform their lives. These credible messengers function as transformative mentors, life coaches, and advocates for fairness and equity in the administration of justice.

**Target Population**

Young people ages 10 to 17 residing in Hudson County who are involved with the juvenile justice system, and older youth if they are involved in the juvenile justice system, are the primary target population for the Credible Messengers program. Youth at risk of involvement in the justice system may also be served by the program.

**Solicited Services**

Hudson County will award a partial grant of **\$292,000** for the Credible Messenger program during 2021. Hudson County anticipates selecting a provider to operate the Credible Messenger initiative for the period of August 16, 2021 to December 31, 2021 with the flexibility to renew awards for up to four years, pending awardee performance and the availability of funding. The County anticipates an annual grant award of \$500,000 dollars annually in the years following 2021.

Applicants are required to submit two budgets – one for the partial grant amount of **\$292,000** and one annual budget in the amount of \$500,000 for succeeding years. Proposed budgets should be reasonable and reflect, to the best of their ability, accurate expenses to be incurred during the award period.

Eligibility for a contract through this RFP is for to those organizations that have a demonstrated history of providing similar services and who are able to establish a history of relevance, connectedness, and meaningful service in the neighborhoods most impacted by crime, violence, and the justice system. Hudson County seeks to select a provider rooted in the neighborhoods where the highest risk and/or most vulnerable court-involved young people and families call home. No County resident who meets these eligibility requirements may be denied service based on the following: age, gender, national origin, race, creed, disability, or ability to pay.

**Programmatic Requirements**

The successful applicant to the Hudson County Credible Messenger Program RFP must demonstrate the following:

- Strong connections and relationships in the neighborhoods being served;
- A track record of serving justice-involved youth and families;
- Clear understanding and experience with Credible Messenger work;
- Ability to recruit, engage and support credible messengers;
- Ability to provide case management services, including the creation of Individualized Case Plans for youth;
- Ability to respond and provide services on a 24 hour/seven day per week basis; and

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- Ability to connect justice-involved youth to various services, resources, and opportunities from government and community-based organizations. Included among those services will be behavioral health & wellness, housing advocacy, educational support, and workforce development.

*Please note that all potential credible messenger candidates identified by the successful RFP respondent will be required to participate in a background check by the Hudson County Prosecutor's Office.*

**PROPOSAL SUMMARY**

**I. Contract Period**

The period for which the services available under this RFP will be performed and paid is for the period **August 16, 2021 through December 31, 2021**. Any services performed prior to or after this period will not be eligible for participation or reimbursement under the listed program year.

Please note the following days as Hudson County approved work holidays:

New Year's Day  
Martin Luther King, Jr's Birthday  
President's Day  
Good Friday  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Columbus Day  
Election Day  
Veterans Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Day

## II. Funding Availability and Eligible Services

The Hudson County Department of Health and Human Services is issuing this Request for Proposals seeking qualified agencies to deliver services to Hudson County youth involved in the juvenile justice system.

Reimbursement will be given on actual number of units performed and costs incurred. The amount of funds available is **\$292,000** for August 16, 2021 through December 31, 2021. The County anticipates an annual grant award of \$500,000 annually in the succeeding years.

Applicants must clearly identify, on the Applicant Proposal Form, the amount of funds being sought. Reimbursement will be based upon actual cost.

The successful proposal will include information on the organization's experience within relevant neighborhoods, relationships with key community stakeholders, knowledge of community issues, past services rendered to justice-involved youth, and the ability to apply the principles of the positive youth justice framework. The successful provider will also demonstrate an understanding of transformative mentoring and effective ways of connecting youth to an array of services, resources, and opportunities.

The County intends to award a contract to a qualified vendor who has achieved a minimum score of seventy-five (75) or more based upon the criteria herein.

## QUALIFICATIONS OF APPLICANTS

### Background

Proposals must include a narrative background of the applicant agency, including at minimum, a description of the legal structure of the applicant; the overall purpose or mission of the applicant, types of services currently provided by the applicant, with proposed budget; and funding sources for its services. Applicants of for-profit firms must identify all persons who have at least a ten percent (10%) ownership in the firm. This must be done on the form "Stockholder Disclosure Certification" provided in this RFP. Resumes of these persons must also be included. Please note that all applicants, including not-for-profits, must complete and submit the "Stockholder Disclosure Certification." Applicants of not-for-profit agencies must provide a current listing of all board members with term dates and recent agency audit.

### Experience

Applicants must demonstrate that they have sufficient knowledge and experience in providing services to young people involved with, or at risk of involvement in, the juvenile justice system in a professional and efficient manner. As indicated earlier in this RFP, the successful candidate will demonstrate a history of relevance, connectedness, and meaningful service in the Hudson County neighborhoods most impacted by crime, violence, and the justice system.

### Personnel

Applicants must provide a staffing plan that delineates how each proposed staff person aligns with the intended outcomes of the program. Applicants must identify staff persons who will perform daily activities related to this RFP, including any special expertise or credentials to perform said activities. In addition, applicants must specify the staff members who will perform case management functions for the program and who will report to, and liaise with, the Court. Proposals must also identify senior management personnel who will be responsible for all services provided under this application. Resumes and job descriptions of these persons, as well as copies of all appropriate licenses and certificates, must be submitted.

The County maintains the right to choose an agency that has appropriate and trained credentialed staff to provide services.

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Applicants are hereby notified that, by submission of an application under this RFP, applicants certify that, under any agreement entered into pursuant to this RFP, all persons performing services will be qualified to perform such services and have all necessary licenses and certifications to perform such services.

**SCOPE OF SERVICES**

Applicants must propose to provide only services as described in the Descriptive Specification section of this RFP for the service application. The general description of service components and service standards are provided for each eligible service under this RFP.

In addition to the general description provided under the Descriptive Specification, applicants must also prepare a scope of services description as outlined in Attachment A: Program Narrative Specifications.

**DESCRIPTIVE SPECIFICATIONS**

Service Region

Successful applicants will provide services to court-involved youth who reside in any of the County's twelve (12) municipalities: Bayonne, East Newark, Guttenberg, Harrison, Hoboken, Jersey City, Kearny, North Bergen, Secaucus, Union City, Weehawken, and West New York.

Outcomes:

The selected provider will recruit, hire, support, and connect Credible Messengers with youth to deliver transformative mentoring programming. In addition, the selected provider and credible messengers will be required to participate in an intensive Credible Messenger model training process facilitated by a consultant retained by the County. Training for credible messenger mentors will include trauma-informed care, positive youth justice, restorative justice, cognitive-behavioral principles, and motivational interviewing. This training is designed to enhance each credible messenger's ability to facilitate impactful group sessions and serve youth on an individual basis.

The intended level of service for this program is providing supports and services to a minimum of 45 youth and families.

Specific program components to be delivered will include:

Credible Messenger Mentoring Group Sessions: Credible messengers will facilitate group restorative justice circle sessions and various other activities designed to promote positive youth outcomes. The selected provider will serve healthy meals during the group session in a family-style setting to cultivate relationships.

Individualized Credible Messenger Mentoring: Credible messengers will provide consistent one-on-one engagement. This will include individual transformative mentoring, crisis intervention, proactive support, and connection to various services, resources, and opportunities from government and community-based organizations. These individuals will be expected to be available to youth and families with whom they work on a 24-hour basis, 7 days a week.

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Family Programming: The selected provider will also demonstrate its ability to position credible messengers to engage families in the process. In this role, Credible messenger mentors will maximize family engagement by supporting families to navigate various systems, including the Court, Education, the New Jersey Children's System of Care, the New Jersey Department of Child Protection and Permanency, and more.

The successful RFP applicant will describe how the following outcomes will be accomplished annually:

- Recruit, hire, and deploy (7) credible messengers and (1) lead credible messenger;
- Provide ongoing training and staff development opportunities to credible messengers;
- Engage and support 45 youth and families annually;
- Provide 50 evening and/or weekend group sessions to at least 45 youth annually;
- Provide at least 50 one-on-one mentoring sessions to at least 45 youth annually;
- Organize at least (8) activities/field trips/events for youth during the 12-month program period;
- Host at least (2) family engagement activities/events; and
- Attend all Credible Messenger Planning Team meetings and other meetings as required by the County.

### **III. Cost Reimbursement**

All contracts entered into, where payment for services can be made by the County upon satisfactory demonstration of performed services, and after program expenditures have been paid by the successful applicants can be considered reimbursable. **Reimbursement of costs will be based on actual cost.** And must contain proof of all expenditures.

### **IV. Reporting**

The successful applicant will be required to produce the following reporting deliverables:

- A monthly expense voucher with detailed back up documentation that itemizes all costs incurred for services rendered;
- A monthly programmatic report;
- A final report consolidating and summarizing the efforts of the program, including data detailing program impact, to be submitted no later than 30 days after the end of the grant period; and
- Regular progress updates as requested.

Successful applicants will be required to use the standard forms provided upon the award of funds.

### **V. Access to Clients/Referrals**

All successful applicants will be expected to serve clients from throughout the County.

### **VI. Subcontracting**

The applicant is to show any portion(s) of the proposed service expected to be subcontracted by another agency within the application. Subcontractors for delivery of service are expected to adhere to all contractual guidelines entered into by the successful applicant(s). Subcontractors are subject to all reporting, training, and monitoring guidelines listed under this RFP. The subcontractor must also adhere to all Federal, State, and local laws listed within the successful applicant's contractual guidelines.

### **VII. Proposal Evaluation**

The Hudson County Department of Health and Human Services has developed evaluation criteria to be utilized by an evaluation committee selected by the Director of the Hudson County Department of Health and Human



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Services. The Evaluation Committee will be assembled by the Hudson County Department of Health and Human Services. The names of the persons serving on the Evaluation Committee will not be divulged until such time that the Evaluation Committee has completed its work and the Department has prepared an Evaluation Report.

The general evaluation criteria to be utilized by the Proposal Evaluation Committee are shown below. These criteria should be utilized by potential applicants as a guide in developing proposals under the RFP. An evaluation team will review all proposals to determine if they satisfy the proposal requirements, or if a proposal should be rejected based on the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for award, based on the scoring within the Evaluation Criteria.

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**EVALUATION CRITERIA**

<b>TECHNICAL CRITERIA</b>	<b>Points</b>
<b>1. Application Organization</b> <ul style="list-style-type: none"> <li>• All information, documents and attachments requested are provided in the correct format and are current.</li> <li>• Narratives are clear and concise.</li> </ul>	
<b>MANAGEMENT CRITERIA</b>	
<b>2. Agency Capacity and Experience</b> <ul style="list-style-type: none"> <li>• Mission statement aligns with the objectives stated in the RFP.</li> <li>• Proposed staff members demonstrate expertise and experience with type of service proposed and serving the population proposed.</li> <li>• Agency demonstrates previous experience and performance providing the type of service proposed and serving the population proposed.</li> </ul>	
<b>3. Scope of Services</b> <ul style="list-style-type: none"> <li>• Clarity of proposed scope of service.</li> <li>• Demonstration of relationship between need and services proposed.</li> <li>• Program design outlines a specific strategy to address the need and achieve the intended outcomes.</li> </ul>	
<b>4. Program Goals, Objectives and Outcomes</b> <ul style="list-style-type: none"> <li>• Stated goals and objectives are specific, measurable, achievable, and realistic.</li> <li>• Projected outcomes are reasonable and feasible for funding level, services and population to be served.</li> <li>• Evidence in proposal narrative of service strategies that will produce projected outcomes.</li> </ul>	
<b>5. Evaluation</b> <ul style="list-style-type: none"> <li>• The process for evaluating program effectiveness is described in detail and is sufficient.</li> </ul>	
<b>COST CRITERIA</b>	
<b>6. Budget/Budget Narrative</b> <ul style="list-style-type: none"> <li>• Presented costs are clear, justified and reasonable for the activities/services proposed.</li> <li>• Applicant demonstrates adequate personnel and financial systems in place to ensure costs are adequately allocated.</li> </ul>	
<b>TOTAL</b>	<b>100</b>

**VII. Other Considerations**

Living Wage Ordinances

The County of Hudson has adopted the Ordinances 363-6-2014 and 289-5-2019 effective June 2014, which specifies certain minimum wage and benefits to be afforded to certain non-County employees performing work on County contracts. A copy of each ordinance is attached to this RFP. Please be sure to complete the living wage compliance associated with these ordinances.

New Jersey Local Unit Pay-to-Play Law

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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/lgs/p2p/refs/p2pfaq.pdf>

**General Conditions and Instructions to Applicants**

It is the purpose of these General Conditions and Instructions to Applicants to establish an understanding of the intent of the County of Hudson to purchase the following:

Services for: **2021 Hudson County Office of Children and Youth Services**

**Contract Year 2021**

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

From: **August 16, 2021**

Through: **December 31, 2021**

The County of Hudson has the option to renew the sub-agreement under this RFP for four (4) additional years, one year at a time, based on subcontractor performance or County needs. In the event any subcontract will not be renewed for any reason, Hudson County will either issue a new RFP for such services or allow the contracted services to expire.

Applicants shall be responsible to carefully examine the specifications enclosed herein as well as the 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.

**Requests for Proposals may be viewed and obtained through the Hudson County Purchasing Department website, <http://www.hudsonprocure.org>. Applicants must register on that Purchasing Portal in order to download the RFP.**

Sealed proposals must be hand delivered at the designated time for receipt to the County of Hudson, State of New Jersey, Attention: Purchasing Agent, 3<sup>rd</sup> Floor 567 Pavonia Avenue, Jersey City, NJ 07306 on **July 20, 2021 no later than 11:00 AM** 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 July 20, 2021 at 11:00 AM, then the submission should be submitted to the Purchasing Agent, located on the third floor of 567 Pavonia Avenue. Submissions 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 proposal.**

**I. Preparation of Proposals**

**1. Submission**

a. One (1) original and three (3) copies of proposals shall be submitted 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 Purchasing Department  
567 Pavonia Avenue -3<sup>rd</sup> Floor

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Jersey City, NJ 07306

**Proposal for: 2021 Hudson County Office of Children and Youth Services**

**Submitted by:** \_\_\_\_\_  
(Name of Applicant)

b. With each written proposal, the County must receive one (1) CD/DVD or USB Drive which contains an editable secured copy of the complete proposal in Word/Perfect, or Microsoft Word format. 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 that 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 request. The County may also waive the submission of the digital media.

**2. Proposal Completion**

The applicant shall complete the proposal 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 in the proposal, or irregularities if any kind, may be cause for rejection by the County.

**1. 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.**

**2. 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.**

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

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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.**

**4. Conditional Proposals**

Conditional proposals will not be accepted.

**5. Award of Contract**

The County will award a contract to an entity based upon the evaluation criteria contained in **Proposal Guidelines, Item VI, Proposal Evaluation**. Criteria to the award of a contract includes RFP compliance, program approach, goals and objectives, performance, capacity and experience and program budget.

**6. 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 at (201) 369-4361.

**7. 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 proposal.

**8. Withdrawal of Proposals**

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

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**9. Comparison of Proposals**

Unit prices (if applicable) 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. Actual Cost reimbursements are based on demonstration of incurred costs necessary to perform awarded services. See item **III. Cost Reimbursement** for more discussion on the make-up of the unit price. Additionally, see item 5, Award of Contract above for more information.

**10. 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.

**11. Hudson County Living Wage Ordinance**

Applicants are advised that the County of Hudson has adopted Ordinance Nos. 363-6-2014 and 289-5-2019 mandating certain minimum hourly rates of pay, vacation, and medical benefits for certain non-County employees providing services to Hudson County. Copies of Ordinance Nos. 363-6-2014 and 364-6-2014 are attached to this RFP.

**12. NJ Competitive Contracting**

This proposal is being solicited through the Competitive Contracting Law found at N.J.S.A. 40A11-4.1, et seq.

**13. Term of Contract**

The contract is for the period commencing August 16, 2021 and continuing through December 31, 2021.

**14. 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.

**15. 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 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 applicants own expense. The successful applicant shall be solely responsible for any damage resulting from neglect to obey all

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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 additionally insured on all insurance policies relevant to any work performed pursuant to this RFP.

**16. Technical Questions**

All technical questions should be addressed in writing and sent by facsimile to Christine Moro, Purchasing Agent, Purchasing Department, Hudson County, at 201-369-4361 no later than **July 7, 2021 by 4:00 p.m.** Answers and addenda will be made available publicly on **July 9, 2021**

**re-Application Meeting**

A pre-application meeting will be held on **July 1, 2021 at 1:00 p.m.** at the Hudson County Department of Health and Human Services Building, 830 Bergen Avenue, Third Floor conference room, Jersey City, NJ 07306 or via Zoom. This meeting is non-mandatory. However, it is recommended that applicants attend this meeting.

**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 County, fails to satisfy that the applicant is properly qualified to carry out the obligations of the contract and complete the work contemplated therein, the County may reject the applicant and award the contract to another applicant.

**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 evaluation criteria in item **VI. Proposal Evaluation** on page 12. The proposal review and evaluation will be performed by the Evaluation Committee assembled by the Department of Health and Human Services. The names of these persons serving on the Evaluation Committee will not be divulged until such time that the Evaluation Committee has completed its work and the Department of Health and Human Services has prepared the Evaluation Report. **The County retains the right to reject all proposals.** The 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.

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

- a. Failure to submit 501(c)3 non-profit status.
- b. Failure to fulfill or omission of the County Ordinance Nos. 363-6-2014 and 289-5-2019.
- c. If received from Applicants who have previously performed work in an unsatisfactory manner.
- d. If prices are obviously unbalanced.
- e. If the Purchasing Agent, in consultation with the County Counsel to County Administrator, deem it advisable to do so in the best interest of the County of Hudson.
- f. If the Director of the Department of Health and Human Services determines that the award of services may not affect individuals at risk or may result in an unacceptable disruption of service or termination in services for at-risk clients.
- g. If conditions, limitations or provisions are attached by an applicant in the proposal, if proposals are otherwise irregular or if the enclosed or accompanying documents are not completed and properly executed.
- h. If the applicant does not own sufficient or satisfactory equipment to perform the work, or state licensure(s).
- i. If the applicant submits false information.
- j. If a proposal is extremely inconsistent with the industry standards, such a proposal shall be considered irresponsible notwithstanding the fact that it is the lowest cost proposal. The detriment as to industry standards shall be then made by the Hudson County Law Department.
- k. When an application is deemed non-responsive.
- l. If the applicant is deemed by County to have past negative experience with the County.
- m. If the County rejects proposals pursuant to NJSA 40A:11-13.2

**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



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occurrence out of Contractor's operations, or that of its subcontractors, or anyone directly or indirectly employed by the Contractor or its subcontractors.

**6. Availability of Funds**

This contract is contingent on the availability of County funds.

**III. Required Forms**

**Truth in Contracting**

According to the Truth in Contracting provisions (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. Forms to be submitted as either part of a proposal or by the successful applicant are as follows:

**A. Forms to be submitted in Proposals:**

1. **Cover Sheet**  
Applicants must complete the Cover Sheet in order that reviewers can easily differentiate proposals during the review process. The Cover Sheet should be the top, or first, page of the proposal.
2. **Applicant Checklist**  
Applicant must check each item on the Applicant Checklist to ensure that all necessary documents are included in the proposals.
3. **Applicant Proposal Sheet**  
Applicants are required to submit an Applicant Proposal Form. Applicants must identify the amount of the proposed budget, as well as the amount and sources of match, if applicable.
4. **Scope of Services Narrative**  
Applicants are required to develop a narrative describing the Scope of Services they are proposing to perform pursuant to this RFP. Requirements for this narrative are found in the section of this RFP entitled **Proposal Guidelines** and in **Appendix A: Program Narrative Specifications**.
5. **Qualifications Narrative**  
Applicants are required to develop a narrative describing the qualifications of its firm to perform the Scope of Services proposed pursuant to this RFP. Requirements for this narrative are found in the section of this RFP entitled **Proposal Guidelines** and in **Appendix A: Program Narrative Specifications**.
6. **Program Narrative**  
Applicants are required to provide a description of the goals and objectives of the proposed services, including the identification of measurable outcomes. Requirements for this narrative are found in the section of this RFP entitled **Appendix A: Program Narrative Specifications**.
7. **Attachment B: Budget Narrative and Forms B.-F.**

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Applicants must prepare a budget for 2021 for the amount of **\$292,000** and an annual budget for succeeding years in the amount of \$500,000.

Applicants must prepare a narrative describing the detailed cost of each program component and justifying the need for such expenses to perform the stated services.

Applicants must complete these forms demonstrating the basis upon which the applicant identifies its prices. More discussion on this item can be found in the section of this RFP entitled **Proposal Guidelines**.

8. **Emergency Plan** - Each agency shall include an emergency preparedness plan within the application. The plan must include detailed information as to how the agency would guide clients during an emergency situation. Alternative service locations, if applicable, should be included.
9. **Code of Ethics** - Each applicant shall include the agency's code of ethics in the application package.
10. **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. Not-for-profit agencies must include proof of 501(c)3 non-profit status. Failure to submit a BRC or 501 (c) 3 certificate will be cause for rejection of 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.
11. **State of New Jersey Division of Purchase and Property Disclosure of Investment Opportunities in Iran** - Applicants are required to complete the disclosure of investment activities in Iran form.
12. **Statement of Ownership Disclosure Certification Form** - In accordance with P.L. 1977, Chapter 33, all applicants shall submit with the 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 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.

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.**

13. **Non-Collusion Affidavit Form**

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Applicants are required to complete the enclosed Non-Collusion Affidavit Form.

**14. Vendor's Acknowledgment Form**

Applicants are required to complete the enclosed Vendor's Acknowledgment Form.

**15. Vendor's Lobbyist/Consultant Disclosure Statement Form**

Applicants are required to submit the enclosed Vendor's Lobbyist/Consultant Disclosure Statement.

**16. Statement of Non-Retention of Lobbyist/Consultant Form**

Applicants are required to submit the enclosed Statement of Non-Retention of Lobbyist/Consultant Form.

**17. NJ Business Registration Certificate**

Businesses 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 NJ. Applicants must submit their NJ Business Registration Certificate with their proposals. Failure to submit a Business Registration Certificate will be cause for rejection of proposals. Business Registration Certificates are easily obtained at:

<http://www.state.nj.us/treasury/revenue/busregcert.htm>.

**18. 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.

**19. Statements of Recognition and Compliance Intent**

Applicants must complete and sign two (2) statements relative to Hudson County Ordinance 363-6-2914, and Hudson County Ordinance No. 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 attached to this RFP as Appendix I.

**20. Acknowledgement of Receipt of Changes to RFP Documents**

The County may or may not have the need to issue an addendum to the RFP. If the County elects to issue an addendum, then the Acknowledgement of Addendum shall be mandatory and it must be properly completed with the date of the addendum and signed by your organization. If it is not received with the RFP submission, then the submission must be rejected.

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**B. Forms to be submitted by the Successful Applicant**

The Following documents will be required from the successful applicant only, and may be submitted after notification of award:

**1. Affirmative Action Documents**

**2. Certification of Insurance**

Prior to the commencement of work, the successful applicant shall provide and maintain in full force and effect during the term of the contract, or an extension thereof, insurance coverage for operation as followings:

Certificates of Insurance shall identify the following minimum insurance coverage:

<b>Coverage</b>	<b>Limits</b>
a. Workers Compensation Employer	Workers Compensation as per Statutory Requirements and Employers Liability with Limits of \$500,000.00.
b. Comprehensive General Liability (Occurrence Form) for bodily injury, personal injury, or property damage including coverage for:	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate.
c. Automobile Liability covering owned, non-owned and hired;	\$1,000,000.00 combined single limit (CSL).
d. Umbrella Liability Excess of above coverage	\$1,000,000.00 each occurrence and in aggregate.
e. Professional Liability covering any of the duties that include treatment	\$1,000,000.00 each occurrence and in aggregate.

General Liability and Automobile Liability Insurance shall include the language stated by the County, its commissions, boards, authorities, employees and agents are additional Insured under general liability.

All coverage shall be in a form acceptable to the County.

The successful applicant ensures that insurance policies are endorsed to provide at least (30) thirty days written notice to the County prior to any material change or cancellation of coverage.

The successful applicant, prior to commencing any work, shall submit a Certificate of Insurance to the County evidencing compliance to the above requirements.

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**3. First Source Agreement** - The applicant, is required to complete, and comply with, Hudson County Ordinance No. 744-11-2019 which requires such vendors to sign an agreement that requires them to consider Hudson County residents in their hiring process for Hudson County.

**4. Anticipated Employment List** - If it is anticipated that your firm will hire new employees when awarded the full amount of this contract, 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)	

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 the contract.

**5. Signed Contract (will be sent to successful applicant upon notification of award).**

**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. Prevailing Wage and Labor Laws**

The New Jersey Prevailing Wage Act (Public Laws of 1963, Chapter 150) and provisions of the State Labor Laws must be submitted with contract documents by successful applicants.

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**4. Additional Payments**

The successful applicant shall make no claim for additional payments or other concessions because of any misunderstanding of the contract documents on his/her behalf or because of any failure to fully acquaint him/herself with any condition or provision of the contract documents.

**6. Cancellation of Contract**

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

**7. Americans with Disabilities Act**

Equal Opportunity for Individuals with Disabilities

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, 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 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, 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 as its own expense.

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.

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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 obligations assumed in the Agreement, nor preclude the COUNTY from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

Applicant: \_\_\_\_\_

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

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

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

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

Phone: \_\_\_\_\_

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# **PROPOSAL FORMS**



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**APPLICANT COVER SHEET**

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

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

\_\_\_\_\_

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

The undersigned do(es) declare that s/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 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 s/he (they) 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.

Services to be provided:

\_\_\_ Credible Messenger Program

\_\_\_\_\_  
Executive Director/CEO

\_\_\_\_\_  
Date

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APPLICANT RFP CHECKLIST

Agency Name: \_\_\_\_\_ For Profit: \_\_\_\_\_ Not-for-Profit \_\_\_\_\_

**I. Applicants must submit the following documents in support of their proposal:**

**One (1) original and three (3) copies of the following items 1. through 9. are required for each Applicant Proposal**

**Forms submitted:**

- \_\_\_\_ 1. Applicant Cover Sheet
- \_\_\_\_ 2. Applicant Checklist
- \_\_\_\_ 3. Scope of Services Narrative
- \_\_\_\_ 4. Qualifications Narrative
- \_\_\_\_ 5. Attachment A (Program Narrative)
- \_\_\_\_ 6. Attachment B (Budget Forms 1 - 5)
- \_\_\_\_ 7. Agency Code of Ethics
- \_\_\_\_ 8. NJ Business Registration and/or Charities Registration
- \_\_\_\_ 9. Agency Emergency Preparedness Plan

**APPENDICES to be completed & submitted with all Proposals (The following Mandatory County Attachments are indicated in bold face type):**

Appendix A: Program Narrative

Appendix B: Non-Collusion Affidavit

**Appendix C: Statement of Ownership Disclosure**

Appendix D: Vendor's Acknowledgment

Appendix E: Statement of Non-Retention of Lobbyist/Consultant

Appendix F: First Source Agreement

Appendix G: W-9, Request for Taxpayer Identification Number and Certification

Appendix H: Statement of Recognition and Compliance Intent Hudson County Ordinance No's 363-6-2014 & 289-5-2019

Appendix I: Mandatory Equal Opportunity Language

**Appendix J: State of New Jersey Division of Purchase and Property Disclosure of Investment Opportunities in Iran**

**Appendix K: Acknowledgment of Receipt of Changes to RFP Documents Form (if requested upon the issuance of an addenda)**

**II Include one (1) original and three (3) copies (1. though 9.) and one (1) original and three (3) copies of the (C. through K.) to \*:**

**Hudson County Purchasing Department  
567 Pavonia Avenue -3<sup>rd</sup> Floor  
Jersey City, NJ 07306  
Tel. 201-795-6280  
Fax: 201-369-4361**

**III. One (1) CD/DVD or USB Drive** which contains a secure copy of the complete proposal in PDF, WordPerfect, or Microsoft Word format.

***\*Late Proposal will not be accepted under any circumstances. \*Late Proposal will not be accepted under any circumstances.***

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**ATTACHMENT A: PROGRAM NARRATIVE SPECIFICATIONS**

Provide a description of the proposed project being sure to include the information listed below. Please limit response to ten (10) pages or less. Applicants must propose to provide only services as described in the Descriptive Specification section of this RFP for the service application. Applicants wishing to submit applications for more than one program must submit separate applications for each initiative.

The general description of service components and service standards are provided for each eligible service under this RFP.

**1. Agency Overview**

- Describe the agency's mission and history of serving Hudson County youth involved with, or at risk of involvement in, the juvenile justice system.
- Detail the agency's history with, and connection to, neighborhoods of the County most impacted by crime, violence, and the justice system.
- Outline the agency's experience with the Credible Messenger model and capacity for providing the specific services that are the subject of this RFP.
- Describe the agency's experience connecting youth to services and resources.

**2. Specific Project/Program**

- Describe how the agency will accomplish the specific services and outcomes outlined in this RFP as part of the Credible Messenger program.
- Detail how the agency will recruit, engage and support credible messenger staff.
- Outline the agency's plan to provide case management services, including the creation of Individualized Case Plans.
- Describe the agency's plan to respond to youth and families and provide services on a 24 hour/seven day per week basis.
- Detail how the agency will connect justice-involved youth to various services, resources, and opportunities from government and community-based organizations.
- Detail how the agency will link credible messengers to relevant trainings and professional development opportunities beyond the training to be provided through the County.

**3. Key Staff**

- Identify staff and their respective functions in implementing this program, including personnel designated to report to the court and providing case management services.
- Include brief job descriptions for staff paid by the grant.
- Include an organizational chart with lines of supervision within the proposed program and between the program and sponsoring agency.

**4. Evaluation of Goals and Objectives**

- Describe in detail how the programmatic components will result in the anticipated impacts and related outcomes outlined in the Descriptive Specifications Section of the RFP.
- Describe in detail additional goals and outcomes
- Include copies of any questionnaires, diagnostic/other screening tools, surveys, etc., utilized as part of your implementation.

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- Detail how your agency will track client progress upon completion of the program. Attach copies of questionnaires, surveys or other tools used to evaluate program effectiveness.

**ATTACHMENT B: BUDGET DETAIL FOR 2021 AND 2022 BUDGETS**

**Please refer to the attached forms for Attachment B, Budget Forms:**

- Form 1 – Project Budget Summary
- Form 2 – Personnel Costs
- Form 3 – Consultant and Professional Services
- Form 4 – Other Cost Category
- Form 5 – Other Sources of Funding Related to this Project

**Please submit all budget forms, even if they are not applicable to your agency. If they are not applicable, please mark an “N/A” on them and submit them. Failure to do so will result in points lost during the proposal review period.**

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**PROJECT BUDGET SUMMARY**

Name of Applicant:	Funding Category: Program Name:			
Complete Schedules A-C for cost categories as applicable.				
Cost Category	Health and Human Services Allocation	Grantee Cash Match (not required)	Grantee In-Kind Match (not required)	Total
<b>A. PERSONNEL COST</b>				
Salaries / Wages				\$ -
Fringe Benefits				\$ -
<b>B. CONSULTANT / PROFESSIONAL SERVICES COST</b>				
				\$ -
<b>C. OTHER COST CATEGORIES</b>				
Materials/Supplies				\$ -
Facility/Space Costs				\$ -
Specific Assistance to Clients				\$ -
Equipment				\$ -
Other: Specify				\$ -
<b>Total Cost</b>	\$ -	\$ -		\$ -

<b>Total Project Budget:</b>	
<b>Total Agency Budget:</b>	
<b>Percentage of Project Budget:</b>	

**NOTE:** Fill information in the appropriate column for the specific funding stream for which you are applying to receive funds for this program.

**PERSONNEL COSTS**





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**OTHER COST CATEGORY**

Name of Applicant:	Funding Category:
	Program Name:

List office expenses and related cost categories applicable to the funded program. A copy of any pertinent information will need to be attached when requesting funds for these budget categories.

<b>ATTACH ADDITIONAL SHEETS IF NEEDED</b>				
Other Cost Category	Total Funds Needed	Basis for Cost	Funds from HHS	Matching Funds, If applicable
Materials and Supplies				\$ -
Facility/Space Costs				\$ -
Equipment				\$ -
Specific Assistance to Clients				\$ -
Other: Specify				\$ -
<b>TOTAL OTHER COSTS</b>		\$ -	\$ -	\$ -

**OTHER SOURCES OF FUNDING RELATED TO THIS PROJECT**



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Name of Applicant:	Funding Category:  Program Name:
--------------------	--

Code all listed sources as either (F) Federal Government, (S) State Government, (L) Local City/County Government, (PD) Private/Donation, or (PI) Participant Income.

ATTACH ADDITIONAL SHEETS IF NEEDED		
SOURCE	AMOUNT	CODE
TOTAL FUNDS FROM OTHER SOURCES	-	
TOTAL FUNDS FROM OTHER SOURCES INDICATED ON BUDGET SUMMARY PAGE	\$	\$

NOTE: THE TOTAL FUNDS FROM OTHER SOURCES MUST EQUAL THE SAME AMOUNT INDICATED ON THE BUDGET SUMMARY PAGE UNDER "TOTAL SOURCES OF NON-HHS FUNDING".

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:	

KeyCite: 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 & Annots)

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

Courtesy

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 continued until 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.2015, c. 43, § 1, eff. Aug 31, 2016.

Notes of Decisions (13)

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

52:25-24.2: Bidders to submit statement of ownership of 10... 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.

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 I 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 border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				
OR				
Employer identification number				
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				

**Part II 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/fw9](http://www.irs.gov/fw9).

### 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.

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 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 or 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 II 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.

e. 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(b)(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 \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
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 5045(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)(ii)
- 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 (1-800-829-3575).

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 to 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>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>2</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>2</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 1-800-908-4498 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 the 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 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, 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.

c. 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

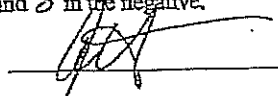
The terms and conditions of this CCSCP shall be prospective only and shall not apply to any contract authorized prior to the effective date of the CCSCP. Nor shall the CCSCP apply during the period of any contract renewal included in a contract authorized prior to the effective date of the CCSCP.

**SECTION VIII**

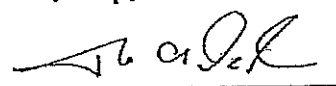
This Ordinance shall take effect in the manner provided by law and shall remain in full force and effect unless modified or rescinded. In the event that any portion of this Ordinance is invalidated by an order of a court of competent jurisdiction, that order shall not in any way effect the validity or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

Freeholder	Aye	Nay	Abst	N.P.	Freeholder	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 Freeholders of the County of Hudson held on the 10 day of June A.D. 2014, 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 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

**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.

Vendor: \_\_\_\_\_ Date: \_\_\_\_\_  
 Medical Insurance Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_  
 Fax Number: \_\_\_\_\_

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

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

*Ord 15*

No. 289-5-2019

On Motion of Freeholder D. 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

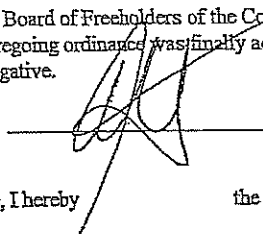
imposed by the terms of this Ordinance shall be adjusted. In performing that assessment as mandated by this Ordinance the County shall consider and review among other factors the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor for the 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 Ordinances 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	/			
Torres	/				Chairperson Vainieri	/			
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  
DJB/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.

Vendor: \_\_\_\_\_ Date: \_\_\_\_\_  
 Medical Insurance Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_  
 Fax Number: \_\_\_\_\_

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

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

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(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/aa302ns.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ns.pdf)

**SECTION A - COMPANY IDENTIFICATION**

1. EID. 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 AWG. DATE ASSIGNED CERTIFICATION NUMBER

**SECTION B - EMPLOYMENT DATA**

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

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

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

**SECTION C - SIGNATURE AND IDENTIFICATION**

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



# INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

**IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM 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 black "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) 292-5473

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**

	<p><b>STATE OF NEW JERSEY</b>  <b>DEPARTMENT OF THE TREASURY</b>  <b>DIVISION OF PURCHASE AND PROPERTY</b></p> <p>33 WEST STATE STREET, P.O. BOX 230          TRENTON, NEW JERSEY 08625-0230</p>
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**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 TREASURY  
DIVISION OF REVENUE AND PROPERTY

OFFICE OF THE DIRECTOR  
23 WEST STATE STREET  
P. O. BOX 659

TREASURY, NEW JERSEY 08647-0059

Telephone (609) 292-4224 Facsimile (609) 924-2573

CAROL CHRISTIE  
Governor

KIM GUADAGUARO  
Lt. Governor

ANDREW P. SALSANO-BOBUSTOFF  
State Treasurer

DEBRA L. DESAI-LACCINNEY  
Director

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

1. Bank Markazi Iran (Central Bank of Iran)	22. Indesat Nite (INA)
2. Bank Mellat	23. Kengraam PLC
3. Bank Mell Iran	24. Liquefied Natural Gas United
4. Bank Tejarat	25. Naft-e Tejarat SpA
5. National Iranian Tanker Company (NITC)	26. National Inhabitant Company (NICO)
6. Sanjeh-Nafte Tank Company (SANTCO)	27. Oil and Natural Gas Corporation (ONGC)
7. Amara	28. Oil India Limited
8. Bank Saderat PLC	29. Pangu Chu Kung Steel Pipe Company, Ltd.
9. Bank Sepah	30. Parsia International Bank
10. Belar	31. PetroChina Company, Ltd.
11. Belneftkhim (Belarusneft)	32. Petrolera de Venezuela (PDVSA Petrolera, SA)
12. Boreal Petroleum Corporation Ltd.	33. Schwing America Inc.
13. China International United Petroleum & Chemicals Co., Ltd. (CUIPEC)	34. Shandong HUI CNC Machine Company, Ltd.
14. China National Offshore Oil Corporation (CNOOC)	35. Shanghai Suncy Petroleum Equipment Company, Ltd.
15. China National Petroleum Corporation (CNPC)	36. Sindhya
16. China National United Oil Corporation (ChinaOil)	37. SK Energy
17. China Petroleum & Chemical Corporation (Sinopec)	38. SRS Ventures
18. China Precision Machinery Import-Export Corp. (CPMIEC)	39. Sun Petrol AS
19. Emirates National Oil Company	40. Sunngal
20. Cairley Smith Associates	41. Zhongtai Zhongrong 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: \_\_\_\_\_