

HUDSON COUNTY/JERSEY CITY WORKFORCE DEVELOPMENT BOARD

REQUEST FOR PROPOSAL

**TO SELECT A ONE-STOP OPERATOR TO COORDINATE THE
AMERICA'S JOB CENTERS, OTHERWISE KNOWN AS ONE-STOP
CAREER CENTERS IN THE HUDSON COUNTY WORKFORCE
DEVELOPMENT AREA**

**DIVISION OF PURCHASING
HUDSON COUNTY ADMINISTRATION ANNEX BUILDING
567 PAVONIA AVENUE, 3RD FLOOR
JERSEY CITY, NJ 07306**

ISSUED DATE: MAY 26, 2022

DUE DATE: JUNE 16, 2022

Release Date:	May 26, 2022
Technical Conference:	June 1, 2022
Conference Questions Due:	June 3, 2022
Answers/Addendums Posted:	June 7, 2022
Deadline for Proposal Submission:	June 16, 2022

COUNTY OF HUDSON
ON BEHALF OF THE HUDSON COUNTY/JERSEY CITY WORKFORCE DEVELOPMENT BOARD

TO SELECT A ONE-STOP OPERATOR TO COORDINATE THE
AMERICA'S JOB CENTERS, OTHERWISE KNOWN AS
ONE-STOP CAREER CETERS IN THE
HUDSON COUNTY WORKFORCE DEVELOPMENT AREA

REQUEST FOR PROPOSALS (RFP)

Notice is hereby given that sealed Proposals will be received by the County of Hudson, State of New Jersey, Attention: Purchasing Agent, 567 Pavonia Avenue, 3rd Floor, Jersey City, NJ 07306 on **June 16, 2022, no later than 11:00 a.m.** prevailing time.

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

Technical Conference to be held on **June 1, 2022 at 1:00 p.m.**

Conference call information: **From the Outside call: 201-395-5665. Conference I.D#: 15. Pin#: 4937**

Questions are to be submitted by email at questions.purchasing@hcnj.us by **June 3, 2022 by 3:00 p.m.** to Harold Showers, Hudson County's Assistant Purchasing Agent. No further questions will be accepted after this time. Answers and addenda will be made available publicly on **June 7, 2022, by the end of the day on the Purchasing Website at: <http://www.hudsoncountynjprocure.org>**.

Sealed proposals are to be received by the County of Hudson, State of New Jersey, Attention: Purchasing Agent, 567 Pavonia Avenue, 3rd Floor, Jersey City, NJ no later than **June 16, 2022 at 11:00 a.m.** prevailing time. One (1) original and five (5) copies of the proposal and two (2) digital copies of the complete proposal, in a sealed box must be hand-delivered to the Hudson County Administration Annex, 567 Pavonia Avenue, 3rd Floor, Jersey City, NJ 07306 on or before **June 16, 2022 at 11:00a.m.**

If a respondent wishes to deliver an RFP submission *earlier* than **June 16, 2022 at 11:00a.m.**, then the submission should be hand delivered and must be clearly marked on the outside with the title of the RFP submission, and the date and time which it is scheduled to be opened, and the name of the entity submitting the proposal.

Respondents are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. This proposal is being solicited through "Competitive Contracting" procurement in accordance with N.J.S.A. 40A:11-4.1 et seq.

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

**Provision of WIOA One-Stop Operator
Request for Proposal (RFP) – FY 2023**

TABLE OF CONTENTS

I: INTRODUCTION	Page 3
1. Background and Purpose	
2. Eligible Applicants	
3. Contract Period	
4. Budget and Payment Structure	
5. Conflict of Interest	
II: PROCEDURE AND SCHEDULE OF EVENTS	Page 6
III: ONE STOP OPERATOR SCOPE OF WORK	Page 9
IV: PROPOSAL CONTENT & CHECKLIST	Page 17
A. Technical Assistance Workshop	
B. Proposal Responses and Submission	
VI: EVALUATION AND SCORING	Page 20
VII: REFERENCES	PAGE 20

ATTACHMENTS

1. INTRODUCTION

The Hudson County/Jersey City Workforce Development Board (HCJCWDB), in partnership with the Hudson County Chief Local Elected Official, is issuing this solicitation for the purpose of selecting a qualified vendor to operate as the One-Stop Operator under the Workforce Innovation and Opportunity Act (WIOA) of 2014. Specifically, the Operator will have functional management, compliance, and oversight of two Hudson County One Stop Career Centers (hereafter referred to as One Stop Career Centers or Centers) and services and be responsible for the coordination of the delivery of Workforce Services throughout Hudson County.

A. Background and Purpose

The Workforce Innovation and Opportunity Act of 2014 (WIOA)

The Workforce Innovation and Opportunity Act of 2014, signed on July 22, 2014, and implemented on July 1, 2015, was the first major overhaul of the workforce development system since the Workforce Investment Act of 1998 (WIA) replaced the Job Training Partnership Act (JTPA) on July 1, 2000.

The purposes of WIOA are the following:

- (1) To increase, for individuals in the United States, particularly those individuals with barriers to employment, access to and opportunities for the employment, education, training, and support services they need to succeed in the labor market.
- (2) To support the alignment of workforce investment, education, and economic development systems in support of a comprehensive, accessible, and high-quality workforce development system in the United States.
- (3) To improve the quality and labor market relevance of workforce investment, education, and economic development efforts to provide America's workers with the skills and credentials necessary to secure and advance in employment with family-sustaining wages and to provide America's employers with the skilled workers needed to succeed in a global economy.
- (4) To promote improvement in the structure and delivery of services through the United States workforce development system to better address the employment and skill needs of workers, jobseekers, and employers.
- (5) To increase the prosperity of workers and employers in the United States, the economic growth of communities, regions, and States, and the global competitiveness of the United States.
- (6) For purposes of Subtitles A and B of Title I, to provide workforce investment activities, through statewide and local workforce development systems, that increase the employment, retention, and earnings of participants, and increase attainment of recognized postsecondary credentials by participants, and as a result, improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet the skill requirements of employers, and enhance the productivity and competitiveness of the Nation.

The Workforce Innovation and Opportunity Act (WIOA) places a clear separation between One-Stop Operator responsibilities and those of the workforce board. WIOA defines the minimum role of the One-Stop Operator as a convener, coordinator and manager of the One-Stop delivery system in a local American Job Center workforce area. Under WIOA, partner programs and entities are jointly responsible for workforce and economic development, educational, and other human resource programs. The law envisions a collaborative process that leads to the creation of a seamless customer-focused One-Stop

delivery system.

The purpose of this solicitation is to seek a One-Stop Operator capable of providing management services which coordinate the diverse service delivery of required One-Stop Career Center partners and service providers. Many system partners provide their services through publicly-funded and federally-legislated programs which are intricately structured by law and regulations. The successful applicant will be required to negotiate and orchestrate a Center system design that balances these imperatives with service excellence. At its best, the resulting system integrates service delivery across all programs and enhances access to the programs' services.

The successful applicant will be required to align system and center activities with the vision, mission, policies and procedures set forth by the HCJCWDB. Under this vision the successful applicant will provide:

- Leadership
- Strategic Planning
- Market Focused Customer Services
- Information and Analysis
- Human Resources Focus
- Process Management
- Business Results

B. Eligible Applicants

An entity (public, private, or nonprofit), or consortium of entities (including a consortium of entities that, at a minimum, includes three (3) or more of the One-Stop Partners described in WIOA 107 subsection (b)(1), with demonstrated effectiveness, located in the local area, which may include:

- i. Education institutions*, such as institutions of higher education, nontraditional public secondary schools such as night schools, and area career and technical education.
- ii. Employment service state agencies established under the Wagner-Peyser Act, as amended by title III of WIOA.
- iii. Community-based organizations, nonprofit entities, or intermediary.
- iv. Private-for-profit entities.
- v. Government agencies or government units, such as local or county governments, school districts, state agencies, and federal WIOA partners.
- vi. Local WDB, with the approval of the chief elected official and the Governor.
- vii. Other interested organizations that are capable of carrying out the duties of the One-Stop Operator, such as a local chamber of commerce, other business organization, or a labor organization.

Applicants must have a principal place of business in New Jersey.

The applicant must demonstrate the administrative and fiscal capacity to successfully provide the services identified in this RFP.

Organizations are encouraged to apply for both WOA Title I Career Services Contract, WIOA Youth Services Contract and One Stop Operator Contract. If awarded more than one contract, the HCJCWDB

and the organization will enter into only one contract, determined by the outcome of evaluation and scoring, and the needs of the workforce system.

*Elementary schools and secondary schools shall not be eligible, except that nontraditional public secondary schools such as a night school, adult school, or an area career and technical education school may be selected.

C. Duration of Contract and Contract Termination

Contracts awarded will be issued for one (1) year with three one year renewal options, renewed annually. The anticipated contract period will be from July 1, 2022 through June 30, 2026. The contract period shall commence upon award of the Contract pursuant to Competitive Contracting Procedures in the "Local Public Contracts Law" (N.J.S.A. 40A:11-1 et seq). Renewal options are at the discretion of HCJCWDB based on performance, change in legislation, changes on the program design, and/or continued funding. The HCJCWDB may terminate this agreement upon written notice given to the vendor thirty (30) days prior to termination.

In the event services are scheduled to end either by contract expiration or by termination, it shall be incumbent upon the respondent to continue the services or accept reauthorized services, if requested by the County, until new services can be completely operational. This transitional period may extend for up to 180 days beyond the expiration date of the existing contract. The respondent will be reimbursed for this service at the rate in effect when the HCJCWDB invoked this transitional period clause. The successful vendor shall comply with all applicable federal, state, county and local statutes, rules and regulations. Failure to comply may be cause for termination.

It is the respondent's responsibility to verify and obtain any additional information necessary to ensure that their submission is accurate and contains all costs.

Respondents may submit any additional information s/he feels would be beneficial to the HCJCWDB's analysis. However, this additional material may or may not be considered by the evaluation committee depending on whether or not the additional material conforms to the evaluation criteria set forth herein.

D. Budget and Payment Structure

The One-Stop Operator will be funded with WIOA Title I funds. For planning purposes, applicants should estimate WIOA funding of up to \$150,000 for this RFP. The HCJCWDB reserves the right to increase or decrease the total estimated subaward amount; it is provided solely as guidance to bidders in preparing their proposal budget. Bidders are not required to request the full amount of estimated funding available.

The payment structure for all awarded funds will be cost reimbursement. Contractors must seek approval from HCJCWDB for costs associated with this contract. Contractor must track and document all costs necessary to operate their program and submit these to the HCJCWDB. Contractors will be expected to identify and provide monthly documentation as required.

E. Conflict of Interest/Firewalls

The applicant must disclose any known or unknown conflicts of interest as related to this RFP. As per 20 CFR 679.430, local organizations that perform more than one of the following functions, local fiscal agent, Local WDB staff, one-stop operator, or direct provider of services, must develop a written agreement with the Local WDB and CLEO to clarify how the organization will carry out its responsibilities while demonstrating compliance with WIOA and corresponding regulations and the State's conflict of interest policy.

II. PROCEDURE AND SCHEDULE OF EVENTS

The HCJCWDB is utilizing the provisions of "Competitive Contracting" (N.J.S.A. 40A:11-4.1, et seq.) within the "New Jersey Local Public Contracts Law" (N.J.S.A. 40A: 11-1 et seq.). All submitted proposals will be evaluated based on those competitive contracting statutes. It is the HCJCWDB'S intention to evaluate each respondent on their ability to deliver the desired services.

The HCJCWDB shall not be responsible for any costs or expenses associated with the preparation of any proposal submitted in response to this Request for Proposals. The HCJCWDB reserves the right, to supplement, amend or otherwise request additional information from Respondents pursuant to law.

The HCJCWDB reserves the right, pursuant to law, to reject any or all proposals, to ask or change the procurement process or schedule at any time, or to terminate the project for any reason. Any information submitted which has been determined to be false will constitute immediate disqualification and rejection of the proposal. Plagiarism by one respondent of another respondent's previous proposal submitted to the County will be cause for determination by the HCJCWDB that the respondent is "not responsive" or "not responsible" and the proposal will be rejected.

The HCJCWDB reserves the right to investigate, contact or otherwise inquire as to the accuracy and completeness of any and all information furnished by the respondent. The respondent shall be fully liable for any inaccuracies, omissions and misstatements in its supporting documentation.

No proposal shall be deemed accepted or a contract awarded until the public adoption of a resolution to that effect by the HCJC WDB.

A. Questions / Inquiries

Respondents are expected to read this document carefully and ask questions in a timely manner as more specifically provided herein. The HCJCWDB shall assume that the respondents have read and understand any and all provisions described herein, and any questions will be raised in a timely manner.

Any questions or inquiries regarding this Request for Proposal must be emailed to questions.purchasing@hcnj.us by June 3, 2022 by 3:00pm. to the Hudson County Purchasing Agent, Division of Purchasing, County of Hudson, Administration Annex Building, and 567 Pavonia Avenue, Jersey City, New Jersey 07306 via email to questions.purchasing@hcnj.us. Please do not submit questions piece-meal. Kindly collate any and all questions into one document and submit that document to the Qualified Purchasing Agent. Multiple submissions by one respondent may not be answered. No questions will be considered if they are received after the designated time.

B. Proposal Response

Two (2) hard copy, and one (2) digital copy of the response to this Request for Proposals must be provided to the Hudson County Purchasing Agent at 567 Pavonia Avenue, Jersey City, New Jersey, 3rd floor Purchasing Department, **no later than June 16, 2022 11:00 a.m.** Proposals should be submitted in sealed envelopes with the title of the Request for Proposal clearly marked on the outside. **Late submissions will not be accepted.**

It is required that each proposal package be hand delivered. It is prudent to submit a sealed proposal within another sealed envelope. In the event that a proposal is inadvertently opened or damaged, the sealed submission inside may be preserved. Please do NOT use the US Postal service to deliver this submission. Deliveries made by the USPS are delivered to a central county location, and not directly to the Purchasing Department. Therefore, timely delivery cannot be guaranteed.

Sealed proposals will be publicly opened and the total cost will be announced, in accordance with New Jersey Competitive Contracting procedures. After receipt of proposals, but prior to the opening, the County's evaluation criteria will be disseminated to the respondents.

The HCJCWDB assumes no responsibility for delays in any form of carrier or delivery service causing the proposal to be received after the above-referenced due date and time. Submissions by fax, e-mail or telephone are not permitted.

RFP SCHEDULE

Date/Time	Action
May 26, 2022	Request for Proposal Advertised
June 1, 2022 @ 1:00 p.m.	Technical Conference
June 3, 2022 by 3:00 p.m.	Questions Due
June 7, 2022 by the end of the day	Answers Posted
June 16, 2022 at 11:00 a.m.	RFP Due

****THE HCJCWDB reserves the right to adjust this schedule, if necessary.**

C. Criteria

The award of the contract shall be at the sole discretion of the **HCJCWDB**. Pursuant to N.J.S.A. 40A:11-4.4(c) and N.J.A.C. 5:34-4.2, the award of this competitive contract shall be based on an evaluation of the proposals as to technical, management, and cost related criteria. The HCJCWDB reserves the right to enter into any contract deemed to be in the best interest of the local area. The HCJCWDB shall weigh various factors including experience, capability, skill, quality of the proposal and price. Each proposal submission will be independently evaluated and selection will be made according to the criteria listed below.

1. Technical criteria:

Proposed methodology:

- a. Does the vendor's proposal demonstrate a clear understanding of the scope of work and related objectives?
- b. Is the vendor's proposal complete and responsive to the specific RFP requirements?
- c. Has the past performance of the vendor's proposed methodology been documented?
- d. Does the vendor's proposal use innovative technology and techniques?
- e. If required, are suitable bonds, warranties, or guarantees provided?

2. Management criteria:

Project management:

- a. How well does the proposed scheduling timeline meet the contracting unit's needs?
- b. Is there a project management plan?

History and experience in performing the work:

- a. Does the vendor document a record of reliability of timely delivery and on-time and on-budget implementation?
- b. Does the vendor demonstrate a track record of service as evidenced by on-time, on-budget, and contract compliance performance?
- c. Does the vendor document industry or program experience?
- d. Does the vendor have a record of moral integrity?

Availability of personnel, facilities, equipment and other resources:

- a. To what extent does the vendor rely on in-house resources vs. contracted resources?
- b. Are the availability of in-house and contract resources documented?

Qualification and experience of personnel:

- a. Documentation of experience in performing similar work by employees and when appropriate, sub-contractors? Please attach resumes.

3. Cost criteria:

Cost of goods to be provided or services to be performed:

- a. Relative cost: How does the cost compare to other similarly scored proposals?
- b. Full explanation: Is the price and its component charges, fees, etc. adequately explained or documented?
- c. Does the proposal include quality control and assurance programs?

Vendor's financial stability and strength:

- a. Does the vendor have sufficient financial resources to meet its obligations?

III. ONE-STOP OPERATOR SCOPE OF WORK

A. General Requirements (in accordance with 20 CFR 678.620):

To fully comply with the requirements of this solicitation, the Contractor must perform all of the following services for the Hudson County Workforce Development Board (HCJCWDB):

At a minimum, the One-stop Operator must coordinate the service delivery of required One-Stop partners and service providers and help lead the integration of services between the core WIOA (WIOA Title I, Adult Education, Vocational Rehabilitation, and Wagner-Peyser Employment Services) and Work First New Jersey (WFNJ) Partners in the One-Stop System and centers. However, additional responsibilities are detailed below.

Contractor must:

1. First and foremost develop a comprehensive one-stop work plan to implement the below listed strategies. First work plan will be due October 1, 2022. The work plan should be updated annually, due the same date (October 1, 2023, October 1, 2024, and October 1, 2025) for the life of this agreement should the options be exercised.
2. Coordinate the service delivery of required one-stop partners and service providers.
 - a. Help lead the integration of services between the core WIOA Partners (WIOA Title I, Adult Education, Vocational Rehabilitation, Wagner-Peyser Employment Services - WFNJ (DHS) is not required to be present but is encouraged) in the One-Stop System and centers.
 - b. Front Desk – Oversee front desk staff to ensure:
 - Scheduling and guaranteeing coverage during open hours.
 - Appropriate training and communication take place.
 - Materials are available, up to date, and stocked in the lobby and throughout the One-Stop Career Centers.
 - Information for television screens is collected and updated as needed.
3. Representation – Represent HCJCWDB at community meetings to promote services and/or discuss partnership opportunities.
4. Promote the services available at the One-Stop, including the development of marketing and outreach materials, with support from the HCJCWDB.
5. Incorporate all partners into the comprehensive One-Stop, inclusive of partners who are electronically present.
 - The Operator must develop a plan to provide dedicated space for all required partners as needed or in accordance with a defined staff schedule, including direct linkage to required partner services per 20 CFR 678.305(d).

- Core partners such as New Jersey Department of Labor (NJDOL) must be physically co-located at least 50% of the time that the One-Stop is open OR with a defined schedule of available physical access.
 - Partners with electronic co-location must provide “meaningful assistance” directly available from partner program staff who can provide guidance and enrollment assistance. This “meaningful assistance” cannot be a general information website, a statewide toll-free information number, or an assignment to a phone queue for a “return call”.
 - Lead and organize partners in the planning and implementation of functional integration.
6. Be knowledgeable of the mission and performance standards of all partners and facilitate cross-training among all staff.
 - Cross-Training – Facilitate and ensure cross-training of staff on a variety of topics as identified by partners at a minimum two times a year.
 - Develop, maintain and distribute updated desk aid/asset map and master staff contact lists.
 - Route customer complaints to the appropriate agency when necessary.
 - An entity serving as a One-Stop Operator, that also serves a different role within the One-Stop delivery system, may perform some or all of these functions when it is acting in its other role, if it has established sufficient firewalls and conflict of interest policies and procedures. The policies and procedures must conform to the specifications in 20 CFR 679.430 for demonstrating internal controls and preventing conflict of interest.
 - Provide functional supervision, in collaboration with HCJCWDB, required services, including all services provided by entities that have voluntarily entered into the One-Stop Memorandums of Understanding (in accordance with WIOA).
 - Ensure the appropriate delivery of workforce development services in accordance with all governing laws, statutes, regulations, guidance, and policies.
 7. Coordinate all Center activities with HCJCWDB’s staff.
 8. Establish a single point of entry (electronic and physical) for job seekers.
 9. Continue to develop and enhance the workforce development system by focusing on a fully coordinated and integrated service delivery model that is market driven and offers value-added services to Hudson County job seekers.
 10. Assure the delivery of services to individuals with limited English proficiency, disabilities, or other significant barriers.
 11. Promote adoption of creative and innovative methods and best practices in the delivery of the required services.
 12. Develop and maintain written policies, i.e., broad operational guidelines (such as hours of operation, etc.) that will outline the responsibilities and objectives of each of the One-Stop Partners while providing excellent customer service.

13. Assist in the development and maintenance of the One-Stop (Center Partners) Memorandums of Understanding.
14. Confirm with Center staff that MOUs and/or agreements are on file with the HCJCWDB. The Contractor is expected to ensure that the One-Stop partners adhere to MOUs, agreements, and all reporting procedures. The Contractor will work with One-Stop Partners to ensure that staff trainings regarding the partner's services are provided to One-Stop staff.
15. Ensure One-Stop Partners follow the policies of the One-Stop Career Center.
16. Facilitate a meeting of all One-Stop Partners where each partner's detailed procedures will be made known to all of the other partners.
17. Conduct quarterly partner meetings and two (2) partner expos semi-annually. Purpose of the expos are to bring all partners together under one roof to showcase their services to jobseekers.
18. Increase customer satisfaction by developing flows and processes that are driven by feedback from all customers: businesses, job seekers and partners.
19. Ensure timely and efficient handling of telephone calls. Produce partner utilization reports for onsite, telephonic, and electronic interactions.
20. Coordinate and schedule facilities usage such as, but not limited to, classrooms, assessments, and conference rooms for internal and external use.
21. Maintain records of all program related expenditures incurred by One-Stop Operator by cost categorization.
22. Follow any current and future HCJCWDB administrative directives, especially those directives that concern: fiscal responsibilities of the day-to-day operation of the Center, Equal Employment Opportunities, and the Americans with Disabilities Act.
23. Help implement a formal referral process for services within and outside of the Centers.
24. Conduct training of One-Stop Operator staff, cross-training of partners and HCJCWDB staff on program services.
25. It is the One-Stop Operator's responsibility to ensure non-discrimination and that customers have an equal opportunity to access programs and services administered by HCJCWDB. No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with programs on the basis of race, color, religion, sex, national origin, disability, age, political affiliation, marital status, sexual orientation or status as a workforce services, and each customer shall have such rights as are available under any applicable Federal, State, or local law prohibiting discrimination.

26. The Operator will be responsible for handling complaints and working in collaboration with the HCJCWDB's EEO Officer to investigate/resolve complaints in accordance with the Nondiscrimination and Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act and HCJCWDB's EEO and Grievance Policy.
27. Develop and implement a system to gather, analyze, and report performance of core partners, Center processes, and system.
28. Ensure compliance with all Federal, State and local policies and procedures relative to One-Stop System and One-Stop Career Center.
29. Prepare and submit monthly and quarterly reports for the HCJCWDB.
30. Management of Data and Information Systems:
 - The selected Contractor is required to complete paperwork documenting various programmatic activities and to enter the information into appropriate data systems for every participant they serve, as required by HCJCWDB.
 - Information regarding enrollment and services, activities, placements, terminations, and retention must be communicated to Center and accurately.
 - The Contractor must coordinate with Center to ensure the appropriate transfer of customer files/records and other documentation.
 - The contractor will be expected to provide all data validation and accuracy of the data entries to ensure all information is entered into the American One Stop Operating System (AOSOS) database. Adherence to all timelines and entry deadlines is expected.

Important Note: In accordance with 20 CFR 678.620(b)(1) Subject to paragraph (b)(2), a One-Stop Operator may not perform the following functions: convene system stakeholders to assist in the development of the local plan; prepare and submit local plans (as required under sec. 107 of WIOA); be responsible for oversight of itself; manage or significantly participate in the competitive selection process for One-Stop Operators; select or terminate One-Stop Operators, career services, and youth providers; negotiate local performance accountability measures; or develop and submit budget for activities of the WDB in the local area.

A. Coordination of WIOA Title I and WFNJ Services

WIOA Title I and WFNJ-funded Program Summary

WIOA is designed to help job seekers access employment, education, training, and support services to succeed in obtaining employment and to match employers with the skilled workers they need to compete in the workforce. Please visit: www.doleta.gov/WIOA/Overview.cfm for a more thorough overview of WIOA. Agencies interested in responding to this RFP must be familiar with the goals and requirements of WIOA and all its implementing guidelines. The selected Contractor must follow and comply with all rules and regulations therein and coordinate with Hudson County One-Stop Career Center staff to ensure services align with program requirements.

The **Work First New Jersey (WFNJ)** program is designed to provide services to recipients of TANF and that prepare them for employment and connect them with opportunities to help reach their goals. Participants of the program are referred exclusively by staff of local County Welfare Agency Offices (CWA). TANF recipients whose benefits are contingent on their participation in WFNJ, as determined by CWA caseworkers, will be referred to specific HCOSCCs by CWA staff.

The selected One-Stop Operator Contractor will facilitate services with other Center partners to connect employer driven placement, and education and training related options to Center customers participating in WIOA and WFNJ that provide opportunities for economic and career success. The type and level of services to be provided at satellite sites will be determined on an individual basis.

Every customer will have access to a set of employment-related career and training opportunities based on their individual skills, interests, and needs. Contractors will provide basic, individualized, and follow up career services. It is important to note that basic and individualized career services do not have to follow a sequence; rather, they are defined to allow a customized approach to services that meets the needs of individuals.

WIOA-Specific Services:

Basic Career Services

Basic career services are accessible to all individuals seeking employment assistance through the One-Stop Career Center. These include services such as: eligibility determination, initial skills assessment, labor exchange services, delivery of information about existing services and programs, and referrals to said services. In addition, Center contractor will be expected to facilitate self-directed job search through a Resource Center, which includes all necessary technology for individual job search, a schedule of workshops, and hiring events within the Center.

Individualized Career Services

Individualized career services must be provided when Center staff determine that such services are required to retain or obtain employment. These services involve significant staff time and customization to individual need. Based on an initial assessment, individualized career services start with the development of an Individualized Employment Plan (IEP) to guide the services that will be delivered. Services include, but are not limited to, comprehensive assessment of skills and interests, in-depth interviewing and evaluation to identify employment barriers, discussion of career pathways, referrals to vocational skills training, and work experiences.

Training Services

Training services can be critical to the employment success of many adults and dislocated workers. Under the guidance of the HBWDB, the Center Contractors will be responsible for implementation of referral to appropriate training services, based on customer skills and interests along with the needs of local employers. Training services can be offered through Individual Training Accounts (ITAs), Occupational Skills Training (OST), On-the-Job Training (OJT), Customized Training and Registered Apprenticeship (RA). Center staff will be expected to assess and refer customers to appropriate training services that have been approved by HCJCWDB. Staff will also be expected to support customers during the training process, providing support services and helping to address potential barriers to success.

Youth Services

The Workforce Innovation and Opportunity Act (WIOA) of 2014 enacted a comprehensive youth employment program for serving eligible youth, ages 14-24, who face barriers to education, training, and employment.

The WIOA Youth Program focuses primarily on out-of-school youth, requiring local areas to expend a minimum of 75% of WIOA youth funds on them. The program includes 14 program elements that are required to be made available to youth participants. WIOA prioritizes work experience through a 20% minimum expenditure rate for the work experience program element.

WIOA-Specific Data Management Guidelines

The selected contractor is required to input and track all participant activities and program services. The contractor agrees to provide additional documentation or information and data that are not currently tracked through AOSOS to evaluate performance outcomes as well as program strengths and weaknesses.

The data from AOSOS will be used to generate reports to measure achievement of certain project performance targets by HCJCWDB. All documentation must be entered into appropriate data systems in accordance with the established data entry deadlines, as defined in the standard operating procedures.

WIOA Common Measures, Performance Goals and Success Indicators

In accordance with WIOA, HCJCWDB maintains negotiated goals with the New Jersey Department of Labor and Workforce Development for each of the WIOA performance accountability indicators. These indicators are intended to assist with assessment of the Hudson County local area's success in achieving better outcomes for WIOA adults and dislocated workers. Performance of HCOSC contractors will be measured based on locally-established, system-wide metrics, and the work of the Center contractors will contribute to the overall progress toward achieving these negotiated levels. The current negotiated levels for the Hudson County local area have been provided in the following chart for reference.

Negotiated Level - PY 2021	
WIOA Performance Indicators	Negotiated Levels
Adult Employment Rate 2 nd Qtr. After Exit	66.30%
Adult Employment Rate 4 th Qtr. After Exit	64.70%
Adult Credential Attainment Rate	60.50%
Adult Measurable Skills Gain	41.00%
Adult Credential Attainment Rate	60.50%
Adult Median Earnings 2 nd Qtr. After Exit	\$6,161.00
Dislocated Worker Employment Rate 2 nd Qtr. After Exit	70.60%
Dislocated Worker Employment Rate 4 th Qtr. After Exit	60.60%
Dislocated Worker Credential Attainment Rate	68.10
Dislocated Worker Measurable Skills Gain	41.00
Dislocated Worker Median Earnings 2 nd Qtr. After Exit	\$7,137.00
Youth Employment Rate 2 nd QTR After Exit	64.00%
Youth Employment Rate 4 th QTR After Exit	49.80%
Youth Credential Attainment Rate	51.00%
Measurable Skills Gain	42.70%

WFNJ-Specific Services:

Core Activities

Core Activities are defined as the activities that are countable toward the achievement of the federal work participation rate. They emphasize various forms of work and restrict the length of time customers can be enrolled in activities associated with job search, education (including adult education) and skills training under certain circumstances.

Core activities include unsubsidized and subsidized employment, vocational education, on-the-job training, community work experience, and job search activities. More information about these activities can be found in the WFNJ Manual at:

https://www.state.nj.us/humanservices/dfd/programs/workfirstnj/wfnj_handbook1219.pdf

Service Delivery

Each Center contractor will be responsible for ensuring that the following services are provided to customers referred from the CWA, either directly through the Center or through referral to the appropriate provider:

- Goal setting and career coaching: Center staff will work with customers to establish education, training, and employment goals and select a career path.
- Job search and interview skills assistance: Center staff will assist customers with utilizing HSOSCC resources to search for jobs and prepare for interviews.
- Resume creation and improvement: Center staff will teach customers how to create strong resumes that highlight skills and experiences.
- Job placement and retention: Center staff will work collaboratively to prepare customers for employment opportunities that match their skills and interests and provide support to keep them engaged and successful once matched with a job.
- One-on-one case management: Center staff will help customers to identify challenges that are getting in the way of their success and develop plans to overcome them.
- Professional development: Center staff will provide the learning environment through offering a variety of workshops, as defined by HCJCWDBs, that will assist customers in reaching their professional development goals.
- Education and training opportunities: Center staff will assist customers with identifying education programs and trainings in their chosen career path and facilitate preparation for and referrals to these programs; additionally, staff will be expected to support customers throughout the duration of the training and assist with connection to employment at the completion of training.
- Retention support: Provide support to customers once employed and for six months following start of employment to encourage job retention, assist with challenges that arise, and provide resources to ensure success.
- Outreach and Engagement: Engage with individuals referred to the Center to encourage participation and enrollment into services.

WFNJ-specific Data Management Guidelines

As noted previously, AOSOS is an Internet-based system of services for use by Contractors to track services related to customers of the WFNJ program. Contractor is required to work with Center staff to ensure input and tracking of all participant activities and program services. Contractor agrees to provide additional documentation or information and data that are not currently tracked through AOSOS to evaluate performance outcomes, and program strengths and weaknesses. The data from AOSOS, will be used to generate reports to measure achievement of certain project performance targets by HCJCWDB. All documentation must be entered into appropriate data systems in accordance with the established data entry deadlines, as defined in the standard operation procedures, and must reconcile data monthly, in accordance with Department of Family Development (DFD) guidelines.

WFNJ Program Metrics, Measures, and Success Indicators

The New Jersey Department of Human Services (DHS) performance standards will be used to assess the effectiveness of the service provider. Performance standards for WFNJ include successful attainment of job placement, job retention and credentialing. All performance standards are calculated from reports generated by AOSOS and are verified for accuracy by DHS. Successful meeting of each standards results in performance payments to the Hudson County workforce system, these funds are, in turn, re-invested into WFNJ programming. Contractors may be required to submit supporting documentation to DHS for earned metrics. The Contractor must be prepared to support Center with these requests when appropriate.

WFNJ Performance Reports:

Vendors are required to submit two performance reports each program year.

Mid-Year Performance Report: This report is designed to ensure Center contractors are on track to meet performance goals and levels of service. The Mid-Year Performance Report is due by April 30th of each program year:

- a. Contracted level of service
- b. Number of referrals to date
- c. Number of enrollments to date
- d. Number of customers who have meet program goals
- e. Latest Cumulative Monthly Status Reports to include goal attained
- f. Outline of program challenges
- g. Outline of program successes
- h. Outline of technical assistance needed from HCJCWDB
- i. Action plan for future improvement

Year End Performance and Closeout Report: At the end of each contract year contractors will be required to submit a Year-End Performance Report. This report will outline the contractors' performance on all contractual goals and benchmarks. The Year-End Performance Report is due by August 31st of each program year:

- a. Contracted level of service
- b. Number of WFNJ customer referrals
- c. Number of actual customer enrollments from these referrals
- d. Number of customers who completed the program
- e. Number of customer placements into employment, On-the-Job Training, or increase in CASAS scores as applicable to contract
- f. Latest Cumulative Monthly Status Reports to include goal attained
- g. Outline of program successes
- h. Outline of program challenges
- i. Action plan for future improvement
- j. Equipment Report
- k. Final Invoice for Payment

IV. PROPOSAL CONTENT AND CHECKLIST

All applicants will be evaluated on the basis of quality, comprehensiveness, completeness, accuracy, and appropriateness of response to the RFP. The standard evaluation criteria (page 15) will be used to review and select applications for funding.

To ensure consistency and fairness of evaluation, HCJCWDB requires that each applicant seeking funding under this grant program submit an application that includes, at a minimum, the components listed below. All components in the proposal must be in the order as listed. It is important to note that failure to include the required documentation may result in the application being removed from consideration for funding. A description of each component is listed after the checklist. Items that are bolded below will be mandatory to be included with the proposal submission. Failure to submit a bolded item will deem the proposal non-responsive. All other items will also be required but failure to include them will not deem the proposal non-responsive. However, they must be submitted in order for a contract to be awarded.

Required	Proposal Contents
√	Proposal Cover Page (Attachment A)
√	Executive Summary
√	Proposal Narrative
	New Jersey Business Registration Certificate
	Non- Collusion Affidavit
	Statement of Ownership Disclosure
	Vendors Acknowledgement
	Statement of Non-Retention of Lobbyist
	First Source Agreement
	W-9
	Compliance with Ordinances 363-6-2014 and 289-5-2019
	Disclosure of Investments in Iran
	Acknowledgement of Receipt of Addendum (only required if an addendum is issued)
	Proof of Insurance
	Federal Debarment Form
	Byrd Anti-Lobbying Certification
√	Attachment B (Budget Line Item with Budget Narrative)
√	Attachment C (Cost Categories and Definitions)
√	Attachment D (Assurances and Certifications)
√	Attachment E (New Jersey Assurances and Certification)
√	Submit one copy of your audit report (separate from the proposal, should not be bound or stabled to the proposal)
√	Submit one copy of your workforce program monitoring reports for the most recent two years (separate from the proposal, should not be bound or stabled to the proposal)

Proposal Contents

√ **Proposal Cover Page (Attachment A)**

The attached proposal cover page must be completed and used as the cover page for the

proposal.

✓ **Executive Summary**

Give the agency's mission statement and a brief history, including an overview of services currently provided by the agency. Be sure to include any one-stop/federal program management your agency has operated. Please outline all workforce programs operated during the last two years. Provide brief program descriptions, funding sources and performance information. If the organization has not provided past Workforce Innovation and Opportunity Act (WIOA) programs, please outline programs that provided similar services in which your organization has been involved over the last two years.

✓ **Proposal Narrative**

Applicants must submit a proposal narrative which details the implementation strategy of all expectations, components, activities, and deliverables set in the Scope of Work section of this RFP. Strong proposals narratives will demonstrate a full understanding of the requirements described throughout this RFP and establish the capacity, expertise and program design needed to meet the required standards and goals.

The proposal narrative section of the application is limited to no more than 25 pages. The proposal narrative should be presented on single-sided, single spaced pages, using a 1-inch (1") margin and no smaller than a 12pt font. Proposals that exceed the page limit will not be read or scored.

✓ **Budget Line Item and Budget Narrative (Attachment B)**

The attached Budget Line Item form is to be completed and included alongside a one-page budget narrative. Budgets must adhere to the

✓ **Cost Categories and Definitions (Attachment C)**, which indicates what may be included in the Administrative and Program cost categories and the definitions of the budget line items.

✓ **Assurances and Certifications (Attachment D)**

Must be signed and submitted.

✓ **New Jersey Assurances, Certifications and Requirements (Attachment E)**

Must be signed and submitted.

NOTE: If the applicant is currently or has previously operated WIA/WIOA-funded programs, one copy of their monitoring report for the past two program years with resolution letters and their most recent Audit Report should be submitted separate from the proposal package.

V. RESPONDING TO THE RFP AND APPLICATION PROCESS

- **Technical Assistance Conference**

The Technical Assistance Conference will be held virtually on June 1, 2022, at 1:00 PM

- **Proposal Responses and Submission**

Two (2) hard copies, and two (2) digital copies of the response to this Request for Proposals must be provided to the Hudson County Purchasing Agent at 567 Pavonia Avenue, Jersey City, NJ, 3rd Floor Purchasing Division, no later than 11:00a.m. on June 16th. Proposals must be submitted in sealed envelopes or boxes with the title of the RFP clearly marked on the outside.

It is required that each proposal package be hand delivered. It is prudent to submit a sealed proposal within another sealed envelope. In the event that a proposal is inadvertently opened or damaged, the sealed submission inside may be preserved. Please do NOT use the US Postal service to deliver this submission. Deliveries made by the USPS are delivered to a central county location, and not directly to the Purchasing Department. Therefore, timely delivery cannot be guaranteed.

Sealed proposals will be publicly opened and the total cost will be announced, in accordance with New Jersey Competitive Contracting procedures. After receipt of proposals, but prior to the opening, the HCJCWDB evaluation criteria will be disseminated to the respondents.

The HCJCWDC assumes no responsibility for delays in any form of carrier or delivery service causing the proposal to be received after the above-referenced due date and time. Submissions by fax, e-mail or telephone are not permitted.

No oral, written or other form of amendment will be accepted by the HCDWB after submission, unless requested by the HCJCWDB. The HCJCWDB reserves the right to reject any or all submissions, to waive any requirements of the RFP and to modify or amend, with the consent of the respondent, submissions. All submissions become the property of the HCDWB.

The preparation of an RFP response shall be at the expense of the respondent. The HCJCWDBDOP will not reimburse firms for any costs associated with the preparation or submittal of any response.

By responding to this RFP, you acknowledge and consent to the conditions set forth herein relative to the submission, review and consideration of your response.

Any and all Questions regarding this RFP must be submitted in writing to the Hudson County Purchasing Agent, Christine Moro, at questions.purchasing@hcnj.us. All questions will be responded to, compiled and posted on the Hudson County Purchasing Website at www.hudsoncountynjprocure.org HCJCWDB's website. Questions will be accepted up through **June 3, 2022 by 3:00 p.m.** Answers will be made available by **June 7, 2022** by the end of the day.

VI. EVALUATION AND SCORING

Applicants should directly respond to each of the sections; however, strong program descriptions will clearly demonstrate how the applicant will effectively meet all the standards, expectations and desired outcomes found in this RFP. Responses will also be strengthened by connecting proposed program components with evidence-based practices or well-established success in other projects. Proposals will be initially reviewed to ensure the standards for submission have been met as outlined in this RFP. Proposals that do not meet the minimum requirements for submission may not move forward.

Proposals that meet submission requirements will be evaluated by the selected HCJCWBD reading team Evaluation Committee, comprised of internal program and finance staff, and select external stakeholders not participating in this procurement.

Using a Evaluation Sheet rubric, proposals will be evaluated and scored accordingly, based on the quality and completion of submission, and the extent to which each component of the RFP has been described.

The value of each section of the RFP is as follows:

Maximum score – 100 percentage points

- Organization Overview – 15 percentage points
- Program Narrative – 60 percentage points
- Financial Review – 20 percentage points
- Completion – 5 percentage points

Overall scores of 85% and above will be considered competitive. Please note that if necessary, HCJCWDB reserves the right to select Contractors according to the needs of the workforce system, regardless of scores or rank.

REFERENCES

The below references are offered to provide federal and state legislative, regulatory, policy and guidance regarding the Workforce Innovation and Opportunity Act (WIOA) and related One-Stop operations context that is not intended to be exhaustive.

WIOA Overview:

<http://www.doleta.gov/WIOA/Overview.cfm>

Workforce Innovation and Opportunity Act (WIOA):

<http://www.doleta.gov/WIOA/docs/BILLS-113hr803enr.pdf>

WIOA Final Rules and Resources:

https://doleta.gov/wioa/Final_Rules_Resources.cfm

WIOA Fact Sheet: One-Stop Career

Centers: http://www.doleta.gov/WIOA/Docs/WIOA_OneStop_FactSheet.pdf

WFNJ Handbook:

https://www.state.nj.us/humanservices/dfd/programs/workfirstnj/wfnj_handbook1219.pdf

ATTACHMENT A

PROPOSAL COVER SHEET

Organization	
Contact Person	

Address	
Mailing Address (if different)	
Type of Organization	(i.e., Public, Private, for-profit, not-for profit)
Type of Legal Entity	(i.e., Corporation, Sole Proprietorship, Partnership, Other (Describe)):
Federal ID#	
Type of Project	WIOA One-Stop Operator
Dollar Amount Proposed	

Signature:

My signature below certifies that the proposal as submitted complies with all requirements specified in this RFP.

My signature also certifies that by submitting a proposal in response to this RFP, the Bidder represents that in the preparation and submission of this proposal, the Bidder did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1).

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

Signature	
Name of Person Signing	
Title	
Telephone	
FAX	
E-Mail Address	
Date	

ATTACHMENT B – BUDGET LINE ITEM

LINE ITEM BUDGET

Line Item	Administrative Amount	Program Amount	Total
Staff Salary			
Staff Fringe Benefits			
Travel – In state			
Travel – Out-of-state			
Staff Development			
Outreach			
Equipment			
Dues/Subscriptions			
Computer Software			
Office Supplies, Printing and Copying			
Postage/Courier Service			
Rent			
Educational Materials			
Indirect			
TOTAL			

Administrative Costs

The personnel and operating costs, direct and indirect, associated with overall management and administration of the Hudson County One-Stop Career Center System, which are not directly related to the provision of services to participants or otherwise allocable to the cost category of Program. The Board seeks to identify a provider who can coordinate One-Stop operations with minimal administrative costs to the budget. The provider must maintain records of all program related expenditures by cost categorization in State AOSOS, E-Time, and LOOPS databases.

Program Costs

All costs incurred for the provision of contract functions and activities are classified as program costs.

Note: Reimbursement of Administrative costs is limited to no more than five percent (10%) of the total proposal budget.

Note: Include Budget Narrative that provides the detail of each line item.

ATTACHMENT C – BUDGET LINE ITEM DEFINITIONS

Cost Category Definitions

The following is provided as examples of both administrative and program costs for WIOA (See WIOA Sec. 3

20 CFR 683.215. What Workforce Innovation and Opportunity Act title I functions and activities constitute the costs of administration subject to the administrative cost limitation). *This is not all inclusive.*

Administrative Costs

- Overall general administrative functions and coordination of administrative functions
- Accounting, budgeting, financial and cash management
- Procurement and purchasing
- Property management
- Personnel management
- Payroll
- Coordinating audit resolutions, reviews, investigations, and incident reports
- Audit
- Legal services pertinent to management and operations of the GCOSCC System
- Developing systems and procedures
- Oversight and monitoring of administrative functions
- Goods and services required for administrative functions including rental, utilities, supplies, space, etc.
- Travel for official business to carry out administrative activities or overall management

Program Costs

- Cost of staff who provide or create program services directly to customers and, where applicable, the first line supervisors and/or team leaders responsible for those staff
- Tracking or monitoring of customers or performance information
- Employment statistics information, including job listings, job skills and demand occupation information
- Outreach to and recruitment of applicants for services
- Dissemination of program information to prospective employers
- Follow-up services with eligible customers placed in unsubsidized employment
- Assessment of skill levels and service needs
- Counseling that involves occupation, educational and career guidance to eligible customers while in training
- Case management services such as assessment, counseling and job search assistance

Budget Line Item Definitions

1. Staff Salary – Wages associated with the individual job positions needed to perform the proposed service. Positions are to be defined within specifics of the job and how each function relates to this proposal.
2. Fringe Benefits – The approximate percentage of position salary that it will cost to provide established company benefits such as health, life, dental insurance, etc. Benefits should be based upon the organization's written personnel policy for all employees.
3. In-State Travel – The cost of attending applicable in-state meetings/conferences that relate to the service being proposed and that benefit the attendee in his/her job performance. Also includes local travel to provide services to customers. Please specify if possible. All travel costs are including but not limited to mileage rate, per diem rates, and subsistence.
4. Out-of-State Travel – Expenses incurred for appropriate staff attending meetings/conferences that relate to the service being proposed and that can benefit the attendee in his/her job

performance. Please specify if possible. All travel costs are per New Jersey including but not limited to mileage rate, per diem rates, and subsistence.

5. Staff Development – Costs to advance the knowledge of Program (i.e. Direct Services) staff as it relates to the proposed program. Please specify.
6. Outreach – costs include promotional materials, recruitment materials, website and social media information/communication released through various media formats, events and outlets.
7. Equipment – (i.e. computers, lap tops, projectors, copiers, fax machines and printers)
8. Dues/Subscriptions – Cost of joining appropriate organizations and subscribing to periodicals/newspapers that would benefit the service for which the Board is seeking proposals.
9. Computer software – Specify the type(s) of computer software needed. This should NOT include the costs of computer hardware or case management software as the Board provides these.
10. Office Supplies, Printing and Copying – Costs of items used in the course of performing day to day business activities such as ink pens, paper clips, etc. Also includes expenses for printing program materials and the copying of documents/materials as needed.
11. Postage/Courier Service – Expenses for using USPS, Fed Ex, UPS, Courier Services, etc.
12. Rent – The actual cost for space to house personnel and programs necessary to carry out the services proposed.
13. Educational Materials – Cost of purchasing materials to be used in performing the services being proposed. Include the cost for assessment tools/fees, as well as HSE attainment fees and instructional materials.

Attachment D

Assurances and Certifications

Section 188 (3) WIOA Title I funds may not be spent on the employment or training of participants in sectarian activities.

Further, the undersigned applicant certifies that it shall comply with the provisions outlined by the U.S. Department of Health and Human Services (45 CFR 80 and 84).

By signing, the applicant certifies that it will comply with all other regulations implementing the laws cited above. This assurance applies to the applicant's operation of the WIOA Title I - financially assisted program or activity, and to all agreements, the applicant makes to carry out the WIOA Title I-financially assisted program or activity. The applicant understands that the United States, New Jersey Department of Labor and Workforce Development, and the Hudson County Workforce Development Board have the right to seek judicial enforcement of this assurance. NOTE: WIOA Section 188 and WIA Section 188 are identical.

Reporting Requirements: The undersigned applicant certifies that it shall comply with the provisions of Sec. 122 of the Workforce Innovation and Opportunity Act of 2014 and the reporting and procedural requirements issued by the Education and Workforce Development Cabinet. Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective recipient shall attach an explanation to this certification.

The undersigned Authorized Representative of the applicant herein certifies that the statements above pertaining to Debarment, Suspension and Other Responsibility Matters; Nondiscrimination; Conflict of Interest; Education Standards and Procedures; Documentation of Financial Stability and Reporting Requirements are true and correct as of the date of submission. This does not preclude the Board from requiring additional assurances as part of the local application requirements. Further, the Authorized Representative acknowledges that if the information given to the Board by the applicant causes harm to a third party, then applicant will be held liable for any Board action resulting from reliance on that information. The applicant must notify the Board in writing if the authorized signatory changes.

Certified by:

Signature of Authorized Official	Title	Date
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Typed/Printed Name of Signatory

Name of Organization

Standard Assurances and Certifications

ASSURANCES AND CERTIFICATIONS WIOA LOCAL AREA CONTRACT

The grantor will not award a grant where the grantee has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under this agreement the grantee hereby certifies and assures that it will fully comply with the following:

1. Assurances Non-Construction Programs (SF 424 B)
2. Debarment and Suspension Certification (29 CFR Part 98)
3. Certification Regarding Lobbying (29 CFR Part 93)
4. Drug Free Workplace Certification (29 CFR Part 98)
5. Nondiscrimination and Equal Opportunity Assurance (29 CFR Part 38)
6. Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards (2 CFR Part 200)

By signing the agreement the grantee is providing the above assurances and certifications as detailed below:

1. ASSURANCES NON-CONSTRUCTION PROGRAMS

NOTE: Certain assurances may not be applicable to your project or program. If you have questions, please contact the grantor agency.

As the duly authorized representative of the applicant, I certify that the applicant:

- ✓ Has the legal authority to apply for federal assistance and the institutional managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
 - Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting principles or agency directives.
 - Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- ✓ Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- ✓ Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of Office of Personnel Management's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
- ✓ Will comply with all federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq. (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101- 6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972, 21 U.S.C. 1101 et seq. (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 21 U.S.C. 801 et seq. (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act (42 U.S.C. 290 dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

- ✓ Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601 et seq. (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- ✓ Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
- ✓ Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction subagreements.
- ✓ Will comply, if applicable, with Flood Insurance Purchase Requirements of section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. 4001 et seq. (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- ✓ Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 U.S.C. 4321 et seq. (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of federal actions to state (Clear Air) implementation plans under section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974 as amended, 42 U.S.C. 300f et seq. (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 et seq. (P.L. 93-205).
- ✓ Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- ✓ Will assist the awarding agency in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
- ✓ Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
- ✓ Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544), as amended, (7 U.S.C. 2131 et seq.) pertaining to the care, handling and treatment of warm blooded animals held for research, teaching or other activities supported by this award of assistance.
- ✓ Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- ✓ Will cause to be performed the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (78 FR 78589).
- ✓ Will comply with all applicable requirements of all other federal laws, executive orders, regulations and policies governing this program.
- ✓ Will comply with the Federal Funding Accountability and Transparency Act requiring recipients and subrecipients of federal financial assistance to obtain a Data Universal Numbering System (DUNS) number and will report the DUNS number to the grantor as a condition of receiving a federal grant or award. Furthermore

the grantee must be registered in the federal System for Award Management (SAM) and continue to maintain an active SAM registration with current information at all times during which the term of this grant or award is in effect. Furthermore no contract, award, subgrant will be made by the grantee to another party if said party is listed in the Excluded Parties List System in the federal SAM.

1. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by EO 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, sections 85.105 and 85.110.

The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency or the state of New Jersey.
- Have not within a three year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph B of this certification; and have not within a three year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.
- Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (or plan).
- Are not listed in the Excluded Parties List System in the federal SAM.

2. CERTIFICATION REGARDING LOBBYING

As required by 31 U.S.C. 1352 and implemented at 34 CFR Part 82, for the persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, sections 82.105 and 82.110 that applicant certifies that:

The undersigned (i.e., grantee signatory) certifies, to the best of his or her knowledge and belief that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant loan or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose

accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees as defined at 34 CFR Part 85, sections 85.605 and 85.610.

The grantee certifies that it will or will continue to provide a drug-free workplace by:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- Establishing an ongoing drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A.
- Notifying the employee in the statement required by paragraph A that as a condition of employment under the grant, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

A. Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

B. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency.

C. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A, B, C, D, E and F.

4. NONDISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCE

As a condition to the award of financial assistance from LWD, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

a. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin.

b. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.

c. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.

d. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

e. The Americans with Disabilities Act (P.L. 101-336) which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications. It requires all affected entities to provide *reasonable accommodation* to persons with disabilities.

f. Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity.

g. The grant applicant also assures that it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

5. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (2 CFR PART 200)

As a condition to the award of Federal financial assistance, the recipient or subrecipient assures that it will fully abide by all regulations of 2 CFR Chapter I, Chapter II, Part 200

The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (Street address, city, county, state, ZIP code)

Organization:

Street address:

City, State, ZIP Code:

Hudson County-America's Job Center Locations:

Street address:

City, State, ZIP Code:

Check () if there are workplaces on file that are not identified.

The following are hereby designated:

1. Fiscal agent (as defined by the Workforce Innovation and Opportunity Act at section 107 and in related regulations at 679.420). Please provide the address of the organization's fiscal agent:

2. Workforce point of contact (as designated by the signee to be the contact point for the Hudson County/Jersey City Workforce Development Board for purpose of communication):

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications. I further certify that as the duly authorized representative, I retain the authority to accept funds and participate in the related programs with the agreement of the jurisdiction. The information provided below and the information provided herein, accurately reflect the desires and wishes regarding the use of these funds within this jurisdiction consistent with the requirements of the funding sources and our intent. Further, with my affixed signature, our jurisdiction agrees to follow and be responsive to the rules, laws, policies and plans developed by the federal and state governments related to the funds included in this agreement and require all subgrantees under this agreement to agree to same.

Printed Name and Title

Signature

Attachment E

New Jersey Assurances, Certifications and Requirements

1. ☐ NEW JERSEY PREVAILING WAGE ACT (When ApplicableNot Applicable)

Pursuant to NJSA 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in NJAC 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at http://lwd.dol.state.nj.us/labor/wagehour/wagerate/pwr_construction.html.

2. ☐ THE PUBLIC WORKS CONTRACTORS REGISTRATION ACT (Not Applicable)

- NJSA 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid Proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed subcontractors at any tier have their certificate prior to starting work on the job.
- Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act (NJSA 34:11-56.25 et seq.). It applies to contractors based in New Jersey or in another state.
- The law defines "public works projects" as contract for "public work" as defined in the Prevailing Wage statute (NJSA 34:11-56.25(5)). The term means:
 - "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
 - "Public Work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds..."
 - "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.
- To register, a contractor must provide the State Department of labor with a full and accurately completed application form. The form is available online at www.state.nj.us/labor/lasse/lspubcon.html. NJSA 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate or registration.

3. NON-COLLUSION AFFIDAVIT

- The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted intact with the proposal.

4. NON-DISCRIMINATION

- There shall be no discrimination against any employee engaged in the work required to produce the commodities covered by any contract resulting from this bid, or against any applicant to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this bid.

5. MANDATORY EEO/AFFIRMATIVE ACTION EVIDENCE

- No firm may be issued a contract unless they comply with the EEO/AFFIRMATIVE ACTION REGULATIONS of PL 1975, c.127, as amended from time to time, and the AMERICANS WITH DISABILITIES ACT.
- Procurement, Professional and Service Contracts
- ALL successful vendors must submit prior to an award of the contract one of the following:
 - A photocopy of their Federal Letter of Affirmative Action Plan Approval, or
 - A photocopy of their State Certificate of Employee Information Report, or
 - A photocopy of completed Affirmative Action Employee Information Report; AA302 – Available online at www.state.nj.us/treasury/contract_compliance
- Construction Contracts
- All successful contractors must submit prior to signing of the contracts an Initial Project Manning Report (AA201-available online at www.state.nj.us/treasury/contract_compliance for any contract award that meets or exceeds the bidding threshold.

6. NEW JERSEY RIGHT TO KNOW (NJRTK)

- All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s). (NJAC 8:59-5) or adhere to the requirements of The Globally Harmonized System of Classification and Labeling of Chemicals (GHS) and the US Occupational Safety and Health Administration (OSHA) Hazard Communication Standard (HCS) as outlined in the Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations as adopted in final rule by DEPARTMENT OF LABOR, Occupational Safety and Health Administration, 29 CFR Parts 1910, 1915, and 1926, {Docket No. OSHA-H022K-2006-0062, (formerly Docket No. H022K)}, RIN 1218-AC20, Hazard Communication.

7. STATEMENT OF CORPORATE OWNERSHIP

- In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the bid or accompanying the bid of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole

proprietorship, there is submitted to the County a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. This form shall be signed and submitted with the bid/proposal whether or not a stockholder or partner owns less than 10% of the business submitting the bid. Failure to comply requires mandatory rejection of the bid/proposal.

8. ACQUISITION, MERGE, SALE AND/OR TRANSFER OF BUSINESS, ETC

- It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit, when required, a performance bond in the amount of the open balance of the contract.

9.INSURANCE AND INDEMNIFICATION

- If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the owner in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.
- The contractor further covenants and agrees to indemnify and save harmless the owner from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss occurred for or by reason of the violation of any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress.
- The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided with the owner named as additional insured.
- **INSURANCE REQUIREMENTS**
- Workers Compensation and Employer's Liability Insurance
- Worker's Compensations Insurance in the statutory limits including Employer's Liability in an amount no less than \$500,000.00
- General Liability Insurance
- General liability insurance in an amount not less than \$1,000,000.00 combined single limit including broad form comprehensive general liability endorsement, and shall include provisions for thirty (30) days written notice of cancellation and/or modification of coverage. The County of Bergen shall be included as an additional insured.
- Automobile Liability Insurance
- Comprehensive General Automobile Liability insurance in an amount no less than \$1,000,000.00 in an amount no less than \$1,000,000.00 combined single limit covering

owned, hired, and non-owned autos, and shall include provisions for thirty (30) days written notice to the County of cancellation and/or modifications of such policies, except for non-payment which would be ten (10) days, and the contractor/vendor shall provide the Office of County Counsel with certificates of insurance evidencing such policies and provisions.

a. CERTIFICATES OF THE REQUIRED INSURANCE

- Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the OWNER as an additional insured.
- Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the OWNER as an additional insured.

2. Indemnification

- i. Successful respondent shall indemnify and hold harmless the OWNER from all claims, suits or actions and damages or costs of every name and description to which the OWNER may be subjected or put by reason of injury to the person or property of another, or the property of the OWNER, resulting from negligent acts or omissions on the part of the bidder, the bidder's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

10. AMENDMENTS TO NJSA 2C:21-33 et. Seq. "TRUTH IN CONTRACTING"

- New provisions of law govern false claims and representation. It is a serious crime for the vendor to knowingly submit a false claim and/or knowingly make material misrepresentation. There are enhanced penalties for areas of false claims, bid rigging and bribery, gratuities and gifts; and conflict of interest. Please consult the statute for further information.

11. NJ BUSINESS REGISTRATION PROGRAM

- Certificate required pursuant to C57, PL2004. Certificate required pursuant to C57, PL2004; failure to be registered by time of contract award may be cause for rejection bid submission will deem the vendor non-responsive. Entities or individuals that need to file for a certificate may do so on-line through the NJ Division of Local Government Services at the following link: <http://www.state.nj.us/treasury/revenue/busregcert.shtml>

12. "PAY TO PLAY" NOTICE OF DISCLOSURE REQUIREMENT – PL 2005, Chapter 271, Section 3 Reporting (NJSA 19:44A – 20.27)

- Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website.
- Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year.
- At minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us.
- If you have any questions please contact ELEC at: 1-888-313-ELEC(3532) or 609-292-8700

13. County of Hudson Disclosure for Political Contribution Disclosure Forms IE "Sunshine Form"

- a.** This form needs to be completed in its entirety regardless of the contract's total dollar value.

- b. No vendor is exempt from filling out this form.
- c. Failure to complete this form may delay award of the contract or could eliminate your bid or proposal from being considered
- d. THE SUNSHINE FORM MUST BE COMPLETED IN THEIR ENTIRETY IN SECTION A, SIGNED AND DATED IN SECTION A, SIGNED AND DATED IN SECTION D (IF APPLICABLE) AND ON THE SECOND PAGE (IF APPLICABLE).

14.WDB's Establishing & Maintaining Confidentiality Directive

Contractor shall adhere to WDB's Establishing & Maintaining Confidentiality Directive and require all staff to sign WDB's Individual Non-Disclosure & Confidentiality Certification Form upon initial hire.

15.DISCLOSURE STATEMENT

The attention of prospective bidders is drawn to the provisions of the Local Government Ethics Law (N.J.S.A. 40A:9-22-1, et seq.) which prohibits a County Officer or employee or member of his/her immediate family from having an interest in a business organization or engaging in any business transaction, or professional activity which is in substantial conflict with the proper discharge of his duties in the public interest.

In furtherance thereof, every bidder must disclose below, being a Hudson County officer or employee or whether an immediate family member is a Hudson officer or employee. If the bidder is a business organization, then disclosure shall be made with respect to anyone having an interest in the business and their immediate family members.

Please answer the following:

Is the bidder, or a member of the bidder's immediate family, or anyone having an interest in the bidder's business organization including their immediate family members, an officer or employee of Hudson County?

NO _____ YES _____

S\ _____
 * President, Vice President or Signature of
 Authorized Representative

 Print Name

 Title

16) MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

- Letter of Federal Affirmative Action Plan Approval

- Certificate of Employee Information Report

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

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

17) EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the County and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the County files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the County, prior to the execution of the contract, one of the following documents:

Goods and General Service Vendors

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

2. A certificate of Employee Information Report (hereafter "Certificate") issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the County as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the County. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website: www.state.nj.us/treasury/contract_compliance.

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance with a copy to the Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5031 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

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

18) BUSINESS REGISTRATION CERTIFICATE (BRC) COMPLIANCE

Name of Form:	BUSINESS REGISTRATION CERTIFICATE
Statutory Reference:	N.J.S.A. 52:32-44 (P.L. 2004, c.57)
To Obtain Proof of Registration or to Register for a NJ BRC	http://www.nj.gov/treasury/revenue/proofreg.shtml
Description:	Contractor must provide State Division of Revenue issued Business Registration Certificate with the proposal submission.

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;

- 2) Subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers* or attest that none was used; and,
- 4) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency.

Detailed information on this requirement is available by calling (609) 292-9292 or can be found in Division of Local Government Services Finance Notices 2004-17 (8/6/04), 2004-24 (11/1/04), 2005-12 (4/27/05 and on the Division web site at www.nj.gov/dca/lgs/lpcl. These resources and a Frequently Asked Questions resource should be consulted when questions arise.

Certified by:

			Date
Signature of Authorized Official	Title		

Typed/Printed Name of Signatory

Name of Organization

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:	

52:25-24.2 Bidders to submit statement of ownership of 10% NJ ST 52:25-24.2

Proposed Legislation
New Jersey Statutes Annotated

Title 52: State Government, Departments and Officers

Subtitle 3: Executive and Administrative Departments, Officers and Employees (Reis & Annals)

Chapter 25: State Purchasing Department

Article 3: 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

Ch. 133-133

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, 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 website containing the last annual filing with the Federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filing that contain the information on each person that holds 10 percent or greater beneficial interest.

Crane

L. 1977, c. 33 § 1, eff. March 3, 1977; Amended by L. 2015, c. 43 § 1, eff. Jan. 31, 2016

Notes of Decisions (13)

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

52-25242: Pickers to check statement of ownership of 10-11-52-25242

Current with laws effective through 1-2017, c. 143 and I.R. No. 10.

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End of Document

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 of 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:

- 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 6th 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 B

W-9

Form
(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 (LLC corporation, S corporation, 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) _____
 (Apply 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) _____

8 Requester's name and address (optional) _____

Print or type
See Specific instructions on page 2.

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

 or
 Employer identification number

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/form990.

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-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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. 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 partner's share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What is FATCA reporting?* on page 2 for further information.

Form W-9 (Rev. 12-2014)

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

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

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

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

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

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

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

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

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

A—An organization exempt from tax under section 501(c)(3) or any individual retirement plan as defined in section 7701(e)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or 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 trust exempt from tax under a section 403(b) plan or section 457(b) 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. You may also get this form by calling 1-800-772-1234. 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 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 or by calling 1-800-TAX-FORM (1-800-552-5576).

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 this form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily marketable 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 barrier 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 barrier 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 merchants), payments to a household employee 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 ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³ The actual owner ⁴
5. Sole proprietorship or disregarded entity owned by an individual	The owner ⁵
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(c)(2)(i)(A))	The grantor ⁶
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 ⁴
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(c)(2)(ii)(B))	The trust

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ 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.

⁴ 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.

⁵ 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 in 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 1-800-808-4498 or submit Form 14059.

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. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at spam@ftc.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4358).

Visit 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 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 8406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

APPENDIX I

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

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

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

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

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

COMPANY NAME: _____

PERSONS' NAME AND
TITLE PRINTED: _____

SIGNATURE: _____

DATE: _____

BOARD OF CHOSEN FREEHOLDERS
COUNTY OF HUDSON

ORDINANCE

No. 363-6-2014

On Motion of Freeholder O'Dea
Seconded by Freeholder Dubin

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the County wishes to have this Ordinance serve as an expression of policy by County government and to be a model for consideration and adoption by other County entities, and unanimous 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 in twenty percent (20%) of the standard hourly rate of pay (the "Hourly Benefit Supplement"); or

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

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

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

SECTION III

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

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

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

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

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

SECTION IV

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

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

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

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

SECTION V

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

SECTION VI

Remedies for breach of the CCSCP shall include:

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

SECTION VII

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

SECTION VIII

This Ordinance shall take effect in the manner provided by law and shall remain in full force and effect unless modified or rescinded. In the event that any portion of this Ordinance is invalidated by an order of a court or 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	/			
Dubin	/				Maldonado	/			
Liggio	/				Chairperson	/			
O'Dea	/				Munoz	/			

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.

[Signature] Clerk

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

[Signature]
County Executive

Dated: July 1 A.D. 2014

Source: Law
MRM/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 1st 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 1st of February, May, August & November during the contract term.

Date: _____

Medical Insurance Company: _____

Address: _____

Contact Person: _____

Telephone Number: _____

Fax Number: _____

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

(Hudson County Worksite)

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 1st ☐ May 1st ☐ August 1st ☐ November 1st ☐

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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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 Simis, 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

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 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.
- 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.

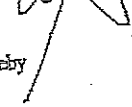
SECTION X

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	/			
Cinelli	/				Rodriguez	/			
Kopacz	/				Romano	/			
Tomas	/				Chapman	/			
O'Dea	/				Vannini	/			

It is hereby certified that at a regular meeting of the Board of Freeholders of the County of Hudson held on the 8th 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

County Executive

Dated: A.D. 2019

Signed: 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 1st 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 1st of February, May, August & November during the contract term.

Date: _____
 Medical Insurance Company: _____
 Address: _____
 Contact Person: _____
 Telephone Number: _____
 Fax Number: _____

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

- 1.
- 2.
- 3.
- 4.
- 5.

The undersigned has read the attached 2019 Living Wage Ordinance No. 363-6-2014 and 209-5-2019 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 1st ☐ May 1st ☐ August 1st ☐ November 1st ☐

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.
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- 10.
- 11.
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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 minority 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 18 of the Administrative Code at N.J.A.C. 17:27.

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EO 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 RESUME OF YOUR CONTRACT. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to http://www.state.nj.us/purchase/contract_compliance/pdffiles/EO1.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)		
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
DATE RECEIVED	DATE DUE	ASSIGNED CERTIFICATION NUMBER

SECTION B-EMPLOYMENT DATA

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

AN EEO-7 REPORT				PERMANENT FULL-TIME NON-MINORITY EMPLOYEE BREAKDOWN										
JOB CATEGORIES	ALL EMPLOYEES			PERMANENT FULL-TIME NON-MINORITY EMPLOYEES BREAKDOWN										
	COL. 1 TOTAL (Col. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	BLACK	HISPANIC	ASIAN	INDIAN	AMER. MIN.	NON MIN.	BLACK	HISPANIC	INDIAN	AMER. MIN.	NON MIN.
Officials/Managers														
Professionals														
Technicians														
Sales Workers														
Office & Clerical														
Craftworkers (Skilled)														
Operators (Semi-skilled)														
Labors (Unskilled)														
Service Workers														
TOTAL														
Total employment														
Temporary & Part- Time Employees														
The data below shall NOT be included in the figures for the appropriate categories above.														

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)	13. IS THIS THE FIRST Employee Information Report Submitted? YES <input type="checkbox"/> NO <input type="checkbox"/>	14. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
15. DATES OF PAYROLL PERIOD USED From To		

SECTION C-SIGNATURE AND IDENTIFICATION

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

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

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

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

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

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

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

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

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

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

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

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

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

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

Racial/Ethnic Groups will be defined:
Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.
Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

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

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

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

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

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

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

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

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

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

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

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

Trenton, New Jersey 08645-0206

Telephone No. (609) 252-5473

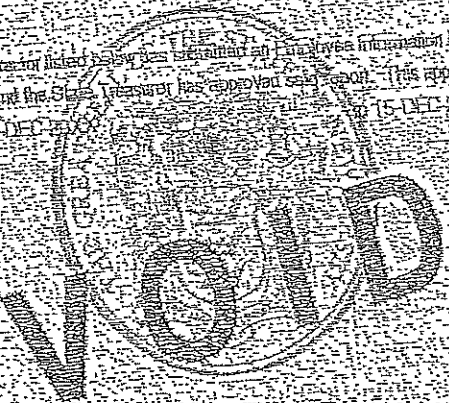
Certification 111XX

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contract for listed below has been filed with the State Information Board 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.

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



State Treasurer

APPENDIX K



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey 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 <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. 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

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ 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 New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date

*Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, 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 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 may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(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



PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

State of New Jersey
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
OFFICE OF THE DIRECTOR
33 WEST STATE STREET
P. O. BOX 039

TRENTON, NEW JERSEY 08625-0039
<https://www.njstart.gov>
Telephone (609) 292-4886 / Facsimile (609) 984-2575

ELIZABETH MAHER MUOIO
State Treasurer

MAURICE A. GRIFFIN
Acting Director

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

1. AK Makina Ltd.
2. Amona
3. Bank Markazi Iran (Central Bank of Iran)
4. Bank Mellat
5. Bank Melli Iran
6. Bank Saderat PLC
7. Bank Sepah
8. Bank Tejarat
9. China International United Petroleum & Chemicals Co., Ltd. (Unipet)
10. China National Offshore Oil Corporation (CNOOC)
11. China National Petroleum Corporation (CNPC)
12. China National United Oil Corporation (ChinaOil)
13. China Oilfield Services Limited
14. China Petroleum & Chemical Corporation (Sinopec)
15. China Precision Machinery Import-Export Corp. (CPMIEC)
16. Indian Oil Corporation
17. Kingdram PLC
18. Naffiran Intertrade Company (NICO)
19. National Iranian Tanker Company (NITC)
20. Oil and Natural Gas Corporation (ONGC)
21. Oil India Limited
22. Persia International Bank
23. Petroleos de Venezuela (PDVSA Petróleo, SA)
24. PetroChina Company, Ltd.
25. Sameh Afzar Tajak Co. (SATCO)
26. Shandong Fin Cnc Machine Company, Ltd.
27. Sinohydro Co., Ltd.
28. SK Energy Co. Ltd.
29. SKS Ventures
30. Som Petrol AS
31. Zhuhai Zhenrong Company

List Date: January 10, 2022

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: _____

Rev: 8/26/14 - B.K.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 200.323 Procurement of recovered materials.

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

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

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

(1) Procure or obtain;

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

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

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

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

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

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

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

(d) See also § 200.471.

§ 200.322 Domestic preferences for procurements.

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

(b) For purposes of this section:

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

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

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

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

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

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

CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS
N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

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

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

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

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

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

Section A (Check the Box that applies)

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

Name of Individual or Organization

Home Address (for Individual) or Business Address

OR

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

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

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

Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity

Home Address (for Individual) or Business Address

OR

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

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

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

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

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

BID SPECIFICATIONS:

BIDDER CERTIFICATION AS TO COVID-19 Contractor Vaccination and Testing Policy Provisions:

- The Successful contractor or any subcontractor, at any tier, that is a party to the contract with Hudson County ("contractor"), shall agree to maintain a policy that requires all covered workers to either provide adequate proof to the contractor that they have been fully vaccinated or submit to COVID-19 testing at minimum one to two times weekly.
- For the purposes of this provision, "covered worker" means any full-time or part-time worker for a contractor working on or in connection with a contract with the County that requires such worker to enter, work at, or provide services in any place, site, installation, building, room or facility in which any County department or agency conducts official business or is within a County department or agency's jurisdiction, custody, or control, or that relates to offering services for County employees, their dependents or the general public.
- A covered worker is considered "fully vaccinated" for COVID-19 two weeks or more after receiving the second dose of a two-dose series or two weeks or more after receiving a single-dose vaccine. Additionally, such vaccines must be currently authorized for emergency use by the Food and Drug Administration (FDA) or the World Health Organization (WHO), or approved for use by the same.
- Covered workers may demonstrate proof of full vaccination status by presenting the following documents to the contractor, which lists the vaccine type and administration date for each dose:
 - a) An electronic or physical copy of a valid CDC COVID-19 Vaccination Card issued to the recipient at the vaccine administration site;
 - b) Official record from the New Jersey Immunization Information System (NJHIS) or other state immunization registry;
 - c) A record from a health care provider's portal/medical record system with an official letterhead signed by a licensed physician, nurse practitioner, physician's assistant, registered nurse, or pharmacist;
 - d) A military immunization or health record from the United States Armed forces; or
 - e) Docket mobile phone application record or any state specific application that produces a digital health record.
- Workers who are not fully vaccinated, do not provide sufficient and/or valid documentation of vaccination or for whom vaccination status is unknown will be considered unvaccinated for purposes of this provision. Accordingly, such workers must submit to a minimum of weekly or twice weekly testing on an ongoing basis until full vaccination status is met or confirmed.
- To satisfy the testing requirement, a covered worker must undergo screening testing at minimum one to two times weekly. Such workers may choose either antigen or molecular tests that have Emergency Use Authorization by the FDA or are operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services: Where a contractor provides the unvaccinated covered worker with on-site access to COVID-19 tests, the contractor may elect to administer or provide access to either an antigen or molecular test. Covered workers that are not working on-site during a week where testing would otherwise be required, the contractor's policy does not need to require the worker submit to testing for the week.
- Contractors must maintain a policy for tracking test results for required tests and must report the results to local public health departments.
- Nothing in this provision shall prevent a contractor from instituting its own vaccination or testing policy that includes additional or stricter requirements, such as requiring more frequent testing of covered workers, so long as such policy comports with the minimum requirements of this provision.

I, _____, (the contractor) hereby certifies that, if awarded a contract, I will comply with this provision by having the required policies and practices in place and shall collect all data necessary for compliance, during the period of time covered by the contract.

Date: _____

LPA/Contractor/Sub-Contractor Letterhead

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned, [Company] _____ certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [Company] _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Please check the appropriate box:

_____ No non-federal funds have been used or are planned to be used for lobbying in connection with this application/award/contract.

or

_____ Attached is Standard Form LLL, "Disclosure of Lobbying Activities," which describes the use (past or planned) of non-federal funds for lobbying in connection with this application/award/contract.

Executed this _____ day of _____, 20 _____

By: _____

(Type or Print Name) (Title of Executing Official)

(Signature of Executing Official) (Name of Organization/Applicant)