

QUESTIONS - Township of West Caldwell

Certain questions remain unanswered to protect the cybersecurity of the Township's infrastructure.

SECTION A: CRITICAL SCOPE & CONTRACT CLARIFICATIONS (5 Questions)

Q1: Excluded Tax/Finance Systems The RFP states services "do not include the specialized software used by the Township's Tax and Finance operations":

- Which specific software applications/systems are EXCLUDED from this contract?
Edmunds financial software
- Are Edmunds modules included or excluded? If included, which modules? **All**
- Who currently supports the excluded systems, and will coordination be required?
Coordination will be required but Edmunds provides support for their software. There are certain times when Edmunds would have to coordinate with the IT vendor – for example, rebooting of server.

Q2: Multiple Contracts Structure The RFP states "Multiple contracts may be awarded":

- Will contracts be awarded by department, service type, or another method? **The Township reserves the right to award multiple contracts using this RFP or other procurement process.**
- If multiple vendors are selected, how will coordination and accountability work?
This would be decided when the contracts are awarded.

Q3: Fire Department Scope

- Is the Fire Department included in the contract scope under "Township Administrative Offices"? **Yes.**
- Or does Fire have separate IT support, requiring only coordination? **No.**

Q4: Fixed Retainer - Included Services The RFP requests a "fixed annual retainer" covering specific services:

- Does "development and maintenance of all systems" mean unlimited hours, or is there a monthly cap? **This is not a monthly cap. The hours would be whatever it takes to develop and maintain all systems.**

- Does the retainer include 24/7/365 support, or is after-hours support billed as additional? **Include this information in your response.**
- What types of services are typically considered "beyond scope" and billed as additional (projects, hardware procurement, emergency support, etc.)? **Types of services maybe but are not limited to: Special projects, capital improvements, forensic cybersecurity issues.**

Q5: Community Pass Integration Project The RFP requires "build an integration between Community Pass Recreation Management Software and Edmunds Financial software":

- Is Community Pass currently deployed, or is implementation planned for 2026? **Currently deployed.**
- Is this integration included in the fixed retainer or quoted as a separate project? **Included.**
- What is the desired timeline and scope of this integration? **Target is within first 6 months of the year.**

SECTION B: ENVIRONMENT INVENTORY (6 Questions)

Q6: Total User Count What is the total number of users requiring IT support across all in-scope departments? **Township currently has 116 workstations and 23 printers.**

- Administration: ___
- Construction: ___
- Engineering: ___
- Finance (admin systems only): ___
- Police: ___
- Public Works: ___
- Recreation: ___
- Code Enforcement: ___
- Fire (if in scope): ___
- **TOTAL:** ___

Q7: Total Endpoint Count

- Desktop computers: ____
- Laptop computers: ____
- Tablets/mobile devices: ____
- Smartphones: ____
- Specialized devices (MDTs, body cameras, etc.): ____
- **TOTAL ENDPOINTS:** ____

Q8: Server Count & Type The pricing section distinguishes "Professional Server" vs. "PC as Server":

- How many "Professional Servers"? ____
- How many "PC as Server" systems? ____
- Total physical servers: ____
- Total virtual machines: ____
- What is the distinction between "Professional Server" and "PC as Server"?

Q9: Network/PC/Printer Counts for Retainer Pricing To accurately price the fixed retainer components:

- How many PCs require "Windows Maintenance per PC"? ____
- How many PCs require "Network Connections Maintenance"? ____
- How many printers require maintenance? ____

Q10: Operating System Status The RFP states "Windows 10 Professional" is in use:

- Are ALL workstations on Windows 10 Pro, or are there older versions? **All.**
- Are any workstations already on Windows 11? **No**
- Is a Windows 11 migration planned for 2026? **No**

Q11: Physical Locations

- How many physical buildings/locations require IT support? **4**
- Please list: (Town Hall, Police, Fire, Public Works, Recreation, other): **Town Hall, Police, Fire, Public Works**

- Are remote locations connected via VPN, dedicated circuits, or other? **Yes**

SECTION C: NETWORK ARCHITECTURE & APPLICATIONS (4 Questions)

Certain questions remain unanswered to protect the cybersecurity of the Township's infrastructure.

Q12: Seven Networks - User Counts & Architecture The RFP describes seven networks. For each, please provide:

Overall, the Township has 116 workstations and 23 printers.

Network	# Users/PCs	How Connected to Other Networks
General Network (Town Hall)		
Finance Network		
Public Works		Remote access method:
Police Department		Remote access method/Air-gapped:
Fire Department		Remote access method:
Code Enforcement Server		
Microsoft Exchange Server		On-prem or M365:

Q13: Microsoft Exchange/Email Platform

Certain questions remain unanswered to protect the cybersecurity of the Township's infrastructure.

- Is the "Microsoft Exchange Server" on-premises Exchange or Microsoft 365/Exchange Online? ___
- If on-prem: Version? ___ Number of mailboxes? ___
- If M365: Licensing tier (E3, E5, Business)? ___ Number of licenses? ___
- Is migration to M365 planned? ___

Q14: Edmunds & Other Applications Since Tax/Finance specialized software is excluded, which applications ARE in scope?

- Edmunds (which modules): **Coordination with vendor included only.**
- Police RMS/CAD system: **Coordination with vendor included only.**
- Community Pass (current or planned): **Coordination with vendor included only.**
- Code Enforcement software: **Coordination with vendor included only.**
- Engineering/GIS software: **Coordination with vendor included only.**
- Other critical applications: ___

Q15: Legacy or Special Requirements

Certain questions remain unanswered to protect the cybersecurity of the Township's infrastructure.

- Are there any mainframe/host applications requiring migration? ___
- Are there legacy applications with Windows 10/11 compatibility issues? ___
- Are there applications requiring special support considerations? ___

SECTION D: SUPPORT MODEL & EXPECTATIONS (5 Questions)

Q16: Support Hours & Availability

- What are standard business hours requiring support? **9:00 am – 5:00 pm for non-emergency department.**
- Is 24/7/365 support required (for Police/Fire)? **Yes**
- What constitutes an after-hours emergency requiring immediate response? **Relating to emergency response (Police/Fire).**
- What is the historical frequency of after-hours emergencies per month? ___

Q17: Response Time Expectations

Priority	Definition	Expected Response Time	Expected Resolution Time
Critical	System down, network outage	As minimal as possible	As minimal as possible
High	Multiple users impacted	As minimal as possible	As minimal as possible

Priority	Definition	Expected Response Time	Expected Resolution Time
Medium	Single user issue	As minimal as possible	As minimal as possible
Low	Non-urgent request	As minimal as possible	As minimal as possible

Q18: On-Site Presence

- What is the expected/preferred on-site schedule (weekly, bi-weekly, as-needed)? **As needed to provide the services listed in the RFP.**
- Average monthly on-site hours over the past 12 months? **Unknown. The Township does not track the monthly hours of the current vendor since the contract is not paid hourly.**
- Which locations require on-site presence (Town Hall, Police, Public Works, all)? **All, when needed.**
- Preferred day(s) and time(s) for on-site visits: **When needed do to maintenance or an issue that arises.**

Q19: Internal IT Resources

- Does the Township have internal IT staff? **No**
- If yes, how many and what roles? **N/A**
- How should the vendor coordinate with internal staff? **N/A**
- Should the vendor provide a help desk ticketing system? **This is the vendor's choice.**

Q20: Administrative Meetings The RFP requires "Meeting with Administration to establish priorities":

- How frequently (monthly, quarterly)? **When requested by the Township Administrator**
- Who participates? **Whomever the Township Administrator deems necessary based on the topic to be discussed.**
- In-person or virtual? **It can be virtual.**

SECTION E: SECURITY, COMPLIANCE & DISASTER RECOVERY (4 Questions)

Certain questions remain unanswered to protect the security of the Township's cybersecurity infrastructure.

Q21: CJIS Compliance (Police Department)

- Does the Police Department require CJIS Security Policy compliance? ____
- Are background investigations required for IT personnel accessing Police systems? ____
- What level of clearance (FBI fingerprinting)? ____
- Are there CJIS training requirements? ____
- Is the Police network air-gapped or logically separated from other networks? ____

Q22: Current Security Infrastructure What cybersecurity tools are currently deployed?

Certain questions remain unanswered to protect the security of the Township's cybersecurity infrastructure.

- Firewall (brand/model): ____
- Endpoint protection: ____
- Email security: ____
- SIEM/security monitoring: ____
- Security awareness training: ____

Q23: Backup & Disaster Recovery

Certain questions remain unanswered to protect the security of the Township's cybersecurity infrastructure.

- Current backup solution: ____
- Backup frequency and retention: ____
- On-site and off-site/cloud backup locations: ____
- Does a formal Disaster Recovery Plan exist? ____

- When was it last tested? ____

Q24: Recovery Time Objectives What is acceptable downtime for critical systems?

System	Acceptable Downtime (RTO)
Email	As minimal as possible within 1 business day
Finance/Edmunds	As minimal as possible within 1 business day
Police RMS/CAD/NCIC	As minimal as possible – 1-2 hours
General network/file servers	As minimal as possible within 1 business day

SECTION F: CURRENT STATE & BUDGET (4 Questions)

Q25: Current IT Provider & Costs

- Who is the current IT service provider? **JCT Solutions**
- Current annual retainer cost: **\$35,841.00**
- Average annual additional services cost: **\$5,000.00**
- What is the total annual IT support budget? **The Township budgets the amount of contracts awarded plus subscription fees.**

Q26: Primary Service Challenges What are the main reasons for seeking new IT services?

The State of NJ purchasing regulations require the Township to obtain proposals through this process annually for this service.

- Response time issues: ____
- Technical expertise gaps: ____
- Service quality/reliability: ____
- Cost concerns: ____
- Proactive management lacking: ____
- Other: ____

Q27: Planned 2026 Projects/Expenditures Are there known major projects or purchases planned? **There are no known major projects or purchases at this time.**

- Server replacements: ____
- Workstation refresh (how many): ____
- Network upgrades: ____
- Windows 11 migration: ____
- Community Pass implementation: ____
- Other: ____

Q28: Hardware Procurement Preference For "preparation of hardware quotes"
(miscellaneous service):

- Should vendor handle procurement with disclosed markup? **When requested to do so.**
 - Or does Township procure directly (State contract, etc.)? **Township will procure directly when able to.**
 - What is the typical annual hardware budget? **Depends on project specific determinations.**
-

SECTION G: TRANSITION & CONTRACT (2 Questions)

Q29: Transition & Start Date

- What is the specific contract start date (January 1, 2026 or other)? **January 1, 2026**
- Will there be an overlap/transition period with current provider? **No**
- What documentation will be provided (network diagrams, asset inventory, credentials, etc.)? **The Township will share any documentation we have on hand.**
- Are there critical dates in early 2026 impacting transition (budget cycles, tax season, elections)? **The Township expects a seamless transition with no down time across all departments.**

Q30: Contract Terms & Insurance

- What are the required insurance coverage minimums (General Liability, Professional Liability, Cyber Liability)? **\$1,000,000.00 errors and omission liability per occurrence; and \$1,000,000.00 excess liability umbrella form. The Contractor shall**

furnish a certificate of insurance evidencing such insurance coverage for the benefit of West Caldwell.

- Is renewal beyond 2026 expected or optional? The Township follows the RFP process annually.
- What is the notice period for termination? The agreement may be terminated by the Township with 30 days notice.
- Can the Township provide a sample contract for review? Sample contract attached. Any and all contract language in this document is subject to change prior to award of this or any Township contract.

**COMPUTER SYSTEMS, SOFTWARE APPLICATIONS
AND MAINTENANCE/IT SERVICES AGREEMENT**

THIS AGREEMENT, made this ____ day of ____ 2025 between the **TOWNSHIP OF WEST CALDWELL**, a Municipal Corporation in the County of Essex and State of New Jersey, (hereinafter referred to as the “Township” or “Owner”), and _____ with offices at _____ (the “Contractor”).

WITNESSETH:

WHEREAS, a need exists to contract for computer systems, software applications and maintenance/IT services for calendar year 2025;

WHEREAS, the computer systems, software applications and maintenance/IT services to be provided are professional services exempt from public bidding pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the Governing Body established and implemented a fair and open process for the selection of such professional services in accordance with N.J.S.A. 19:44A-20.5 et seq.;

WHEREAS, after review of all proposals received and upon the recommendation of the Mayor with the advice and consent of the Township Council, the Governing Body finds the proposal of _____ to be the most advantageous to the Township, all factors considered; and

WHEREAS, the Township adopted Resolution No. _____ dated _____, authorizing the award and execution of this professional services contract; and

WHEREAS, the Notice and Request for Proposals, including all modifications and addenda thereof incorporated before execution of the Contract, the Contractor’s

proposal dated _____ submitted and accepted for the Work and Resolution _____, dated _____ (collectively the “Contract Documents”) are attached hereto and made a part hereof as though fully set forth at length herein; and

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter contained, it is agreed that:

1. The Contractor shall, at his own sole cost and expense furnish all labor, materials, services and whatever else may be required of every description necessary to complete computer systems and software applications and maintenance services in accordance with N.J.S.A. 40A:9-140 and Section 2-16 et seq. Revised General Ordinances of the Township of West Caldwell and to provide the computer systems and software applications and maintenance services specified herein and in the Contract Documents. The Contractor shall perform and complete said services in the most thorough, workmanlike and substantial manner, in every respect in strict accordance with the Contract Documents and to the satisfaction of the Township Administrator or the Township Administrator’s designee.
2. The Contract Term shall be January 1, 2026 through December 31, 2026.
3. In consideration for the services herein enumerated, the Township shall pay fees to _____ in accordance with the amounts as set forth in the Township budget, as finally adopted by resolution, and the amounts and rates set forth in the proposal submitted by _____ and the Contract Documents.

4. The Contractor hereby agrees to waive, release, hold harmless, defend and indemnify the Township, its elected officials, appointed officers, employees, volunteers, servants and agents, as well as any of its agencies, departments, divisions, bureaus or offices (collectively referred to as the “Township Indemnified Parties”) from and against any and all past, present and future actions, causes of action, claims, counterclaims, injunctive or declaratory relief, and any and all other liabilities of any kind or nature or description whatsoever, brought by any person natural or corporation, whether arising at law or in equity, whether known or unknown, asserted or unasserted, express or implied, foreseen or unforeseen, suspected or unsuspected against the Township Indemnified Parties arising out of, connected with, or incidental to any carelessness or negligence in the performance of the Contractor’s work or through any act or omission on the part of the Contractor and/or its agents servants, employees and/or representatives.

Nothing herein shall be construed to waive or otherwise relinquish any claim, defense, or immunity available to the Township pursuant to law, including but not limited to those claims, defenses and immunities set forth in the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et. seq.

5. The Contractor agrees to perform and complete the professional services required under this Agreement in a timely manner and in accordance with the terms of this Agreement with the standard of care, skill, effort and diligence customarily provided by an experienced and qualified

professional in his or her field of experience and profession when rendering the same or similar services and in accordance with sound and reasonable principles and practices generally acknowledged and applicable by professionals in such field or fields of expertise and in accordance with the reasonable policies established by the Township and in accordance with any and all applicable local, state and federal requirements and executive orders applicable to said professional services, as these requirements may be amended from time to time.

6. The Contractor, as a member of a profession that is subject to suit for professional malpractice, shall provide documentation of insurance for professional liability/malpractice coverage with limits as to liability that will be in place that will provide the required protection to the Township in types and amounts acceptable to the Township Administrator of at least:

\$1,000,000.00 errors and omission liability per occurrence; and
\$1,000,000.00 excess liability umbrella form

The Contractor shall furnish a certificate of insurance evidencing such insurance coverage for the benefit of West Caldwell.

7. The Contractor shall be and remain an independent contractor with respect to all services performed under the terms of this Contract and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions of taxes for social security, unemployment insurance, or old age, retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages,

salaries, or other remuneration paid to persons employed by the Contractor on work performed under the terms of this contract, and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized state or federal officials; and said Contractor also agrees to indemnify and save harmless the Township Indemnified Parties from any such contributions and taxes or liability therefore.

8. The parties to this contract incorporate into this contract the mandatory language of subsection 3.5(a) of the Regulations promulgated by the Treasurer of the State of New Jersey (the "Treasurer") pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and the Contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 3.5(a).

The parties to this contract incorporate into this contract the mandatory language of section 3.7 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and the Contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said section 3.7.

The mandatory language of subsections 3.5(a) and 3.7 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, is contained in Exhibit A to this contract.

9. _____ hereby represents that no disciplinary proceedings are pending against it in any court proceeding or before the State of New Jersey or any of its agencies nor any professional disciplinary body.

_____ further represents that it is a corporation in good standing by virtue of and in accordance with the applicable laws of the State of New Jersey.

10. The failure or delay to enforce any of the covenants, terms or conditions of this Agreement is not and will not be deemed a waiver of such breach or any further breach, of said term, agreement or conditions, unless such waiver shall have been made in writing.

11. Service of any notice required or agreed to be given hereunder shall be sufficient if sent by certified mail, return receipt requested or nationally recognized overnight carrier addressed as follows:

To: The Township of West Caldwell
30 Clinton Road
West Caldwell, New Jersey 07006
Attn: Nikole H. Baltycki, Township Administrator

With a Copy To:
Paul G. Jemas, Esq.
Township of West Caldwell
30 Clinton Road
West Caldwell, NJ 07006

To:

12. Should the Contractor be declared bankrupt or be the subject of, voluntarily or involuntarily, a bankruptcy matter or be determined to insolvent at any time during the performance of this Contract, by virtue of

any state or federal law, that adjudication shall not terminate the liability of the Contractor under this Agreement.

13. This Agreement may be terminated without declaring the Contractor in default, with or without cause, by providing the Contractor with thirty (30) calendar days prior written notice of termination, subject to the provisions of Ordinance Section 2-2 with respect to the removal of appointed officials.
14. This Agreement cannot be amended, modified, changed or supplemented in any respect except by written mutual agreement of both parties hereto.
15. This Contract shall be governed for all purposes by the laws of the State of New Jersey.
16. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any portion of this Agreement is declared invalid for any reason in any jurisdiction, such declaration shall have no effect upon the remaining portions of this Agreement which shall continue in full force and effect as if this Agreement had been executed with the invalid portions hereof deleted. Furthermore, the entirety of this Agreement shall continue in full force and effect in all other jurisdictions.
17. The venue for any dispute arising out of the terms of this Contract shall be Essex County, New Jersey.
18. Neither party may assign, delegate or otherwise transfer all or part of its rights or obligations under this Agreement.

19. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.
20. Each party recognizes that this Agreement is a legally binding contract and acknowledges that it, he or she has had the opportunity to consult with legal counsel of choice. In any construction of the terms of this Agreement, the same shall not be construed against either party on the basis of that party being the drafter of such terms.
21. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered on and the same agreement.
22. This Agreement, as set forth herein and in the Contract Documents, constitutes the entire agreement between the Township and the Contractor, and its terms may not be varied by any employee or agent of the Township or Contractor.

IN WITNESS WHEREOF, the Township has caused these presents to be signed by the Mayor of the Township of West Caldwell, County of Essex, and its corporate seal to be hereto affixed, and attested by its Clerk, and the Contractor has caused these presents to be signed.

ATTEST/WITNESS:

TOWNSHIP OF WEST CALDWELL

Joann DeBlasis
Township Clerk

By: _____
Joseph Tempesta, Jr. Mayor

_____ By: _____

APPROVED AS TO FORM AND LEGALITY:

Paul G. Jemas, Esq., Township Attorney

Appendix A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

Each 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:

1. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program;
2. A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or
3. An employee information report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

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 limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under

this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

The contractor or subcontractor agrees to revise any of its testing procedure, if necessary, to assure that all personal testing conforms to 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, 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 and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

AFFIRMATIVE ACTION AFFIDAVIT

STATE OF :

ss

COUNTY OF :

I, _____ of the (City, Town, Borough) of _____ in the County of _____, State of _____, of full age being duly sworn according to law on my oath depose and say that:

1. I am (President, partner, owner) of the firm of _____ S, a contractor of the State of New Jersey, County of Essex, Township of West Caldwell.
2. I am familiar with the affirmative action requirements of P.L. 1975, c. 127 and rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
3. _____ S has complied with all the affirmative action requirements of the State of New Jersey, including those required by P.L. 1975, c. 127 and rules and regulations issued by the Treasurer, State of New Jersey pursuant thereto.
4. I am aware that if _____ S does not comply with P.L. 1975, c. 127 and rules and regulations issued pursuant thereto, that no monies will be paid by the State of New Jersey, County of Essex, Township of West Caldwell, until an affirmative action plan is approved. I am also aware that the contract may be terminated and that _____ S may be debarred from all public contracts for a period of up to five (5) years.
5. I am aware that _____ S is required to submit one of the following three documents to the Township of West Caldwell along with the signed contract for goods or services: 1) a copy of a letter from the Office of Federal Contract Compliance Programs evidencing federal affirmative action plan approval; 2) a copy of a Certificate of Employee Information Report issued by the State of New Jersey; or 3) a completed Initial Affirmative Action Employee Information Report (Form AA302).
6. If I am submitting an Initial Affirmative Action Employee Information Report (Form AA302), in compliance with paragraph 5 above, I do hereby certify that I have never before applied for a certificate of employee information report in accordance with rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time; and I agree to submit immediately to the Division a Copy of the Employee Information Report.

Subscribed and Sworn to
Before me this _____ day
of _____ 2025.

Steven S. Mullen, President

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

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

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

SECTION B - EMPLOYMENT DATA

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

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

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

SECTION C - SIGNATURE AND IDENTIFICATION

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