

City of Trenton
319 East State Street, Trenton, New Jersey

**REQUEST FOR COMPETITIVE CONTRACTING PROPOSALS
THROUGH A FAIR AND OPEN PROCESS IN
ACCORDANCE WITH N.J.S.A. 19:44A-20.4 ET SEQ.**

FOR

**EMPLOYEE ASSISTANCE PROGRAM (EAP)
FOR CITY EMPLOYEES
FOR A PERIOD OF TWO (2) YEARS
WITH AN OPTION TO EXTEND ONE (1) ADDITIONAL YEAR**

FOR

**THE CITY OF TRENTON
DEPARTMENT OF ADMINISTRATION
DIVISION OF PERSONNEL
HEALTH BENEFITS**

To be received on:



DECEMBER 10, 2025, AT 11:00AM

DIVISION OF PURCHASING

CC2026-01

**PROPOSAL CHECK LIST
(REQUIRED WITH SUBMISSION OF PROPOSAL)**

The following checklist is provided as assistance to the development of the proposal Response. It in no way supersedes or replaces the requirements of the proposal. Please initial on the lines below for each document/section attesting to the fact that you have read and/or included the documents with your proposal.

Must Read and Initial

- A. CITY OF TRENTON ACKNOWLEDGMENT OF RECEIPT OF ADDENDA (**Mandatory**) _____
- B. NOTICE OF INTENT TO USE A SUBCONTRACT (**Mandatory if applicable**) _____
- C. PROVIDE A LIST OF SUB-CONTRACTORS (**Mandatory If applicable**) _____
- D. SUB-CONTRACTOR'S LICENSES, BRC (**if applicable**) _____
- E. STATEMENT OF OWNERSHIP DISCLOSURE (**Mandatory**) _____
- F. NON-COLLUSION AFFIDAVIT (**Mandatory**) _____
- G. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE EXHIBIT A (**Mandatory**) _____
- H. AFFIRMATIVE ACTION REGULATIONS QUESTIONNAIRE (**Mandatory**) _____
- I. AMERICANS WITH DISABILITIES ACT OF 1990 (**Mandatory**) _____
- J. CERTIFICATION OF NON-DEBARMENT FOR FEDERAL GOVERNMENT CONTRACTS _____
- K. POLITICAL CONTRIBUTION DISCLOSURE FORM _____
- L. DISCLOSURE INVESTED ACTIVITIES IN IRAN (**Prior to award**) _____
- M. PROHIBITED INVESTED ACTIVITIES IN RUSSIA AND BELARUS (**Prior to award**) _____
- N. NEW JERSEY BUSINESS REGISTRATION CERTIFICATE (**Required Prior to Award**) _____
- O. LICENSING/CERTIFICATIONS REQUIRED _____
- P. THREE (3) REFERENCES REQUIRED _____
- Q. ETHICS COMPLAINT DISCLOSURE _____
- R. CITY OF TRENTON RESIDENT EMPLOYMENT POLICY _____

PAGES MUST BE ONE-SIDED – DO NOT BIND, BIDDERS DO NOT CHANGE ANY FORMS

City of Trenton's Purchasing website. Proposers may visit the City of Trenton's Procurement Website prior to submitting sealed proposal for any changes, addendums and cancellations.

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NOTICE OF INTENT TO USE A SUBCONTRACT (**Mandatory if applicable**)
CITY OF TRENTON ACKNOWLEDGMENT OF RECEIPT OF ADDENDA
STATEMENT OF OWNERSHIP DISCLOSURE
NON-COLLUSION AFFIDAVIT
REQUIRED EVIDENCE AFFIRMATIVE ACTION REGULATIONS
EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE (EXHIBIT A)
AMERICANS WITH DISABILITIES ACT OF 1990
CERTIFICATION OF NON-DEBARMENT FOR FEDERAL GOVERNMENT CONTRACTS
POLITICAL CONTRIBUTION DISCLOSURE FORM
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LICENSING/CERTIFICATIONS
THREE (3) REFERENCES REQUIRED

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PAGES MUST BE ONE-SIDED – DO NOT BIND

Please submit one (1) original signed copy and three (3) additional copies

Purchasing website. Proposers may visit the City of Trenton's Procurement Website prior to submitting their sealed proposal for any changes, addendums and cancellations.

NOTICE OF REQUEST FOR COMPETITIVE CONTRACTING PROPOSALS
CC2026-01

The City of Trenton is soliciting request for competitive contracting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. for:

EMPLOYEE ASSISTANCE PROGRAM (EAP) FOR THE CITY OF TRENTON'S EMPLOYEES

PROPOSERS SHALL LOG ON TO A VIRTUAL PROPOSAL OPENING ON DECEMBER 10, 2025, TO:

<https://www.zoomgov.com/j/1603438463?pwd=7ZfEvMMXjpHiccNYI7uoQluJZGQrcX.1>

The City of Trenton requires submission of sealed proposals by **DECEMBER 10, 2025, AT 11:00AM** to Isabel C. Garcia, QPA, Purchasing Agent, in City Hall Annex, Division of Purchasing, 1st floor, 319 East State Street, Trenton, New Jersey, 08608.

Scope of Services, Requirements, Evaluation Criteria, and other proposal information may be obtained at the Division of Purchasing, 1st Floor, City Hall Annex, 319 East State Street, Trenton, NJ 08608 during regular business hours (8:30 am - 4:30 pm) or at the City's Purchasing Website. The link to request a copy of the proposal is <https://nj-trenton.civicplus.com/list.aspx>.

Prospective Proposers shall visit the City of Trenton's Purchasing website for any addenda/notices or cancellations issued prior to the request for proposal opening date and time at <https://nj-trenton.civicplus.com/list.aspx>

Proposers shall comply with the requirements of P.L. 1975 C127. (N.J.S.A. 17:27et seq.)

City of Trenton - 609-989-3139
Isabel C. Garcia, QPA, Purchasing Agent

REGISTER TO DO BUSINESS WITH THE CITY OF TRENTON

An e-notification and/or text message will be sent to all vendors currently registered with the City of Trenton, directing them to bidding opportunities, notices, cancellations, postponements, bid results, awarded contract information and addendums on the City of Trenton Division of Purchasing website. It is highly recommended that interested Respondents register on the City of Trenton's Purchasing website.

REGISTER AT:

<https://nj-trenton.civicplus.com/list.aspx>

SUBSCRIBE & UNSUBSCRIBE

1. You can SUBSCRIBE or UNSUBSCRIBE to any of the E-Mailing Lists displayed below.
2. Type your email address in the box and select Sign In.
3. If you want to receive text messages enter your phone number and select Save.
4. To subscribe or unsubscribe click and/or next to the lists to which you wish to subscribe/unsubscribe.
5. Please remember to set your spam blocker to allow mail from listserv@civicplus.com.

NOTICE OF INTENT TO SUBCONTRACT FORM
(MANDATORY IF APPLICABLE)

This notice of intent must be completed and included as part of each bidder's proposal. Failure to submit this form will be cause for rejection of the bid as non-responsive.

Please check one of the below-listed boxes:

If awarded this contract, I will engage subcontractors to provide certain goods and/or services.

ALL BIDDERS THAT INTEND TO ENGAGE SUBCONTRACTORS MUST ALSO SUBMIT A COMPLETED AND CERTIFIED SUBCONTRACTOR UTILIZATION PLAN WITH THEIR BID PROPOSALS. BIDDERS SHOULD ALSO SUBMIT A NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR EACH SUBCONTRACTOR AS WELL AS ANY LICENSES HELD BY SUBCONTRACTORS WITH THEIR BID PROPOSAL.

If awarded this contract, I do not intend to engage subcontractors to provide any goods and/or services.

ALL BIDDERS THAT DO NOT INTEND TO ENGAGE SUBCONTRACTORS MUST ATTEST TO THE FOLLOWING CERTIFICATION:

I hereby certify that if the award is granted to my firm and if I determine at any time during the course of the contract to engage subcontractors to provide certain goods and/or services, I will submit the Subcontractor Utilization Plan for approval to the Business Administrator or his legal representative in advance of any such engagement of subcontractors. Additionally, I certify that in engaging subcontractors, I will make a good faith effort to achieve the subcontracting set-aside goals established for this contract, and I will attach to the plan documentation of such efforts.

Respectfully submitted by: _____

Signature _____

Name, typed or printed _____

(Seal—if bid is by a corporation)

Title _____

Name of Firm _____

Business Address/Zip _____

Telephone _____

Fax _____

**PROVIDE A LIST OF SUB-CONTRACTORS
COPY OF LICENSES SUBMITTED WITH BID**

(MANDATORY IF APPLICABLE)

NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
TELEPHONE: _____
FAX NO. _____
TRADE _____
LICENSE NO. _____

NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
TELEPHONE: _____
FAX NO. _____
TRADE _____
LICENSE NO. _____

NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
TELEPHONE: _____
FAX NO. _____
TRADE _____
LICENSE NO. _____

CITY OF TRENTON
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA
(MANDATORY)

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

Addendum Number

Dated

(ICG)

Acknowledged for: _____
(Name of Respondent)

By: _____
(Signature of Authorized Representative)

Name: _____

Title: _____

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)
(MANDATORY)

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)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	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	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:	

(Mandatory)
NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

ss:

I, _____ residing in _____

(name of affiant)

(name of municipality)

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

I am _____ of the firm of _____

(title or position)

(name of firm)

the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)

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 project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ relies upon the truth of the statements

contained in said Proposal

(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to

before me this day

Signature

_____, 2 _____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____
(Seal)

(REVISED 4/10)

EXHIBIT A

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 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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 opportunities shall include, but not be limited to the following: employment, up-grading, 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 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.

EXHIBIT A (Cont)

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; or

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, and 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 N.J.A.C. 17:27-1.1 et seq.

Date:

Signature: _____

Company: _____

(Mandatory)
REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATIONS
N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L.1975, C.127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).
OR
2. A photocopy of the approved Certificate of Employee Information Report.
OR
3. An Affirmative Action Employee Information Report (Form AA302)
OR
4. All successful construction contractors must submit within three days of the signing of the contract an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency proposal's threshold (available upon request).

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE
AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, c. 127 (N.J.A.C. 17:27)

The following questions must be answered by all Proposers:

1. Do you have a federally approved or sanctioned Affirmative Action Program?
YES NO
If yes, please submit a copy of such approval.
2. Do you have a Certificate of Employee Information Report Approval?
YES NO
If yes, please submit a copy of such a certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L.1975, c.127 and agrees to furnish the required documentation pursuant to the law.

DATE: _____

COMPANY _____

SIGNATURE: _____ TITLE: _____

Note: A contractor's proposal **must** be rejected as non-responsive if a contractor fails to comply with requirements of P.L. 1975, c.127, within the time frame.

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability
(Mandatory)

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "ACT") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to a proposal by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

DATE: _____

COMPANY NAME

SIGNATURE: _____

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.

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.

(Mandatory)
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	
Physical Address of Individual or Organization	
Unique Entity ID (if applicable)	
CAGE/NCAGE 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			
<p>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.</p>			
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	
Physical 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	
Physical 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.

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



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	Physical 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.
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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	Physical 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 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 <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.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

(Mandatory)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of N.J.S.A. 19:44A-20.26. This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$200 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Ownership Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:	State:	Zip:	

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature

Printed Name

Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$200 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page _____ of _____

Vendor Name:

County Name

CC2026-01 EMPLOYEE ASSISTANCE PROGRAM (EAP) FOR CITY EMPLOYEES FOR A PERIOD TWO (2) YEARS WITH AN OPTION TO EXTEND ONE (1) ADDITIONAL YEAR FOR THE CITY OF TRENTON, DEPARTMENT OF ADMINISTRATION, DIVISION OF PERSONNEL, HEALTH BENEFITS – CC OPENING DATE ON DECEMBER 10, 2025, AT 11:00AM

STANDARD BID DOCUMENT REFERENCE

Name of Form	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN				
Statutory Reference	N.J.S.A. 52:32-55 et seq. N.J.S.A. 40A:11-2.1 N.J.S.A. 18A:18A-49.4				
Applicability		Y/N		Mandatory	Optional
	LPCL	Y	Goods and Services	X	
	PSCL	Y	Construction		X
Instructions Reference					
Description	P.L. 2012, c.25 prohibits the awarding of State and local public contracts for goods and services with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Prior to contract award, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List").				

The Certification form requires the insertion of contracting unit identification information which should be filled in (in italics on the form) prior to its use.

Disclosure of Investment Activities in Iran

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING EITHER BOX.

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may 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.

I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activates in Iran below and, if more space is needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

*I acknowledge that the **Name of Contracting Unit** is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **Reference to Contracting Unit** to notify the **Reference to Contracting Unit** in writing of any changes to the answers of information contained herein.*

*I acknowledge 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 recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the **Name of Contracting Unit** and that the **Reference to Contracting Unit** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)		Title	
Signature		Date	



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#) on account of activity related to Russia and/or Belarus.

OR

C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

**PROVIDE THREE (3) REFERENCES
(REQUIRED)**

NAME_____

ADDRESS_____

CITY, STATE, ZIP_____

TELEPHONE:_____

FAX NO._____

DESCRIPTION OF WORK:_____

NAME_____

ADDRESS_____

CITY, STATE, ZIP_____

TELEPHONE:_____

FAX NO._____

DESCRIPTION OF WORK:_____

DESCRIPTION OF WORK:_____

NAME_____

ADDRESS_____

CITY, STATE, ZIP_____

TELEPHONE:_____

FAX NO._____

DESCRIPTION OF WORK:_____

INSTRUCTIONS TO RESPONDENTS

I. SUBMISSION OF PROPOSALS

- A. City of Trenton, Mercer County, New Jersey (hereinafter referred to as "OWNER") invites sealed proposals pursuant to the Notice to Respondents.
- B. Sealed proposals will be received by the designated representative at the time and place stated in the Notice to Respondents, and at such times and place will be publicly opened and read aloud.
- C. The proposal form shall be submitted, in a sealed envelope: (1) addressed to the OWNER as follows: City of Trenton, Division of Purchasing, City Hall Annex, First Floor, 319 East State Street, Trenton, NJ 08608 (2) bearing the name and address of the proponent written on the face of the envelope, and (3) clearly marked "PROPOSAL" with the contract title and/or proposal # being proposal.
- D. It is the proponent's responsibility to see that proposals are presented to the OWNER on the hour and at the designated place. Proposals may be hand delivered or mailed; however, the OWNER disclaims any responsibility for proposals forwarded by regular or overnight mail. If the proposal is sent by overnight mail, the designation in section C, above, must also appear on the outside of the delivery company envelope. Proposals received after the designated time and date will be returned unopened.
- E. Sealed proposals forwarded to the OWNER before the time of opening of proposals may be withdrawn upon written application of the Respondent who shall be required to produce evidence showing that the individual is or represents the principal or principal involved in the proposal. Once proposals have been opened, they must remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferably typewritten. Proposals containing any conditions, omissions, unexplained measures or alterations, items not called for in the proposal form, attachment of additive information not required by specifications, or irregularities of any kind, may be rejected by the OWNER. Any changes, white-outs, strikeouts, etc. on the proposal page must be initiated ink by the person responsible for signing the proposal.
- G. Each proposal form must give the full business address of the Proponent and be signed by an authorized representative. Proposals by partnerships must

furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Proposals by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

H. Respondents must insert prices for furnishing all of the materials and/or labor required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor F.O.B. destination and placement at locations specified by the OWNER. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience.

I. The vendor shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the vendor. In case of rejected materials, the vendor will be responsible for returning freight charges.

II. INTERPRETATION AND ADDENDA

A. The Respondent understands and agrees that its proposal is submitted on the basis of the specifications prepared by the OWNER. The Proponent accepts the obligation to become familiar with these specifications.

B. Respondents are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by Respondent should be promptly reported in writing to the appropriate official. In the event the Proponent fails to notify the OWNER of such ambiguities, errors or omissions, the Proponent shall be bound by the proposal.

C. No oral interpretation of the meaning of the specifications will be made to any Proponent. Every request for an interpretation shall be in writing, addressed to the OWNER'S representative stipulated in the proposal. In order to be given consideration and timely issuance of addenda, if any, for all proposals other than construction and municipal solid waste collection and disposal service, written requests for interpretation must be received at least seven (7) days prior to the date fixed for the opening of the proposals Saturdays, Sundays, and holidays excepted; and for construction work proposals, written requests for interpretation must be received at least nine (9) days, Saturdays, Sundays and

holidays excepted prior to the date fixed for the opening of the proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective Respondents, in accordance with N.J.S.A. 40A:11-23. All addenda so issued shall become part of the contract documents and shall be acknowledged by the Proponent in the proposal. The OWNER'S interpretations or corrections thereof shall be final.

D. DISCREPANCIES IN PROPOSALS

1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks **are not** considered writing or printing and shall not be used.
2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the OWNER of the extended totals shall govern.

III. BRAND NAMES, PATENTS AND STANDARDS OF QUALITY

A. Brand names and/or descriptions used in this proposal are to acquaint Respondents with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully identified and described by the Proponent on a separate sheet and submitted with the proposal form. Vendor's literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any changes by the Proponent, it will be presumed and required that materials as described in the proposal be delivered.

B. It is the responsibility of the Proponent to demonstrate the equivalency of items(s) offered. The OWNER reserves the right to evaluate the equivalency of an item(s) which, in its deliberations, meets its requirements.

C. In submitting its proposal, the Proponent certifies that the merchandise to be furnished will not infringe upon any valid patent or trademark and that the successful Proponent shall, at its own expense, defend all actions or suits charging such infringement, and will save the OWNER harmless from any damage resulting from such infringement.

D. Only manufactured and farm products of the United States, wherever available, shall be used on this contract pursuant to N.J.S.A. 40A:11-18.

E. Wherever practical and economical to the OWNER, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.

IV. INSURANCE AND INDEMNIFICATION

A. INSURANCE REQUIREMENTS

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

This insurance shall be maintained in force during the life of this contract by the Proponent covering all employees engaged in performance of this contract in accordance with the applicable statute. Minimum Employer's Liability is \$500,000.

2. GENERAL LIABILITY INSURANCE

This insurance company should have limits of not less than \$1,000,000, combined single limit and \$2,000,000 aggregate and shall be maintained in force during the life of this contract by the Proponent.

3. AUTOMOBILE LIABILITY INSURANCE

This insurance covering Proponent for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000. Limit shall be maintained in force during the life of this contract by the Proponent.

B. 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 with a 30-day cancellation clause.

C. INDEMNIFICATION

Successful Proponent will 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 Proponent, the Proponent's agents, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this agreement.

V. PREPARATION OF PROPOSALS

A. The OWNER is exempt from any local, state or federal sales, use or excise tax.

B. ESTIMATED QUANTITIES (OPEN-END CONTRACTS)

The OWNER has attempted to identify the item(s) and the estimated amounts of each item proposal to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for proposal. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:34-4.9. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.

C. Successful Proponent shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All proposals submitted shall include this cost in the proposal price agreement.

VI. STATUTORY AND OTHER REQUIREMENTS

A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action regulations of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

1. PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

All successful vendors must submit, within seven days after the receipt of the notice of intent to award the contract or the receipt of the contract, one of the following:

- i. A photocopy of a valid letter for an approved Federal Affirmative Action Plan (good for one year from the date of the letter), or
- ii. A photocopy of an approved Certificate of Employee Information Report, or
- iii. If the vendor has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA-302).

2. CONSTRUCTION CONTRACTS

All successful contractors must submit within three (3) days of the signing of the contract an Initial Project Manning Report (AA201- available upon request from the Affirmative Action Office) for any contract award that meets or exceeds the threshold of the proposal.

B. AMERICANS WITH DISABILITIES ACT OF 1990 (MANDATORY)

Discrimination on the basis of disability in contracting for the purchase of proposals and services is prohibited. The successful Proponent is required to read Americans with Disabilities language that is part of this specification and agrees that the provisions of Title II of the Act are made a part of the contract. The successful Proponent is obligated to comply with the Act and to hold the OWNER harmless.

C. PREVAILING WAGE ACT (WHEN APPLICABLE)

Pursuant to N.J.S.A. 34:11-56.25 et seq., successful Respondent 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 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 N.J.A.C. 12:60-6.1(c). It will be the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the Office of Administrative Law, CN 049, Trenton, New Jersey 08625 or the New Jersey Department of Labor, Division of Workplace Standards.

D. STATEMENT OF OWNERSHIP DISCLOSURE (MANDATORY)

Chapter 33 of the Public Laws of 1977 provides no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten % (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten% (10) percent or greater interest therein.

The Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Bidders are required to disclose whether they are a partnership, corporation or sole proprietorship. The Stockholder Disclosure Certification form shall be completed, signed and notarized. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

For a publicly traded direct or indirect parent entity:

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 as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10% percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10% percent or greater beneficial interest.

E. THE NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of a substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name. The manufacturer and supplier must properly label each container. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

F. NON-COLLUSION AFFIDAVIT (MANDATORY)

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

G. PROPOSAL DOCUMENT CHECKLIST

Pursuant to NJSA 40A:11-23.1, the proposal document checklist must be completed and submitted with your proposal.

H. PUBLIC WORKS CONTRACTOR REGISTRATION ACT (IF APPLIES)

Pursuant to P.L. 1999, c.238 (C.34:11-56.48 et seq), no contractor shall proposal on any contract for public work as defined in section 2 of P.L.1963,c.150 (C.34:11-56.26) unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a proposal for the contract unless the subcontractor is registered. Applications for registration are available from: NEW JERSEY DEPARTMENT OF LABOR, DIVISION OF WAGE AND HOUR COMPLIANCE, PO BOX 389, TRENTON, NJ 08625-0389. The contractor shall submit a copy of the registration certificate with their proposal. Failure to submit the certificate may be cause for rejection of the proposal. Each contractor shall, after the proposal is made and prior to the awarding of the contract, submit to the City of Trenton the certificates of registration for all subcontractors listed in the proposal.

I. BUSINESS REGISTRATION OF PUBLIC CONTRACTORS

BUSINESS REGISTRATION

Pursuant to N.J.S.A. 52:32-44, The City of Trenton ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, 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 the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to

exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

J. CONFLICT OF INTEREST

In accordance with 40:69A-163 no officer or employee elected or appointed in any municipality shall be interested directly or indirectly in any contract or job for work or materials, or the profits thereof, to be furnished or performed for the municipality.

VII. METHODS OF AWARD

A. All contracts shall be for 12 consecutive months unless otherwise noted in technical or supplemental specifications.

B. The OWNER may award the work on the basis of the Base Proposal, combined with such Alternates as selected, until a net amount is reached which is within the funds available.

C. If the award is to be made on the basis of Base Proposals only, it will be made to that responsible Proponent whose Base Proposal, therefore, is the lowest. If the award is to be made on the basis of a combination of a Base Proposal with Options, it will be made to that responsible Proponent whose net proposal on such combination is the lowest.

D. The OWNER may also elect to award the work on the basis of line items or unit prices.

E. The successful Proponent will not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the OWNER.

F. Pursuant to NJSA 40A:11-13(b), the OWNER reserves the right to consider the Proponent's physical proximity to Trenton City Hall, 319 East State Street, Trenton, NJ, in awarding the contract when it is determined that the location of the Proponent's business is a requisite to the efficient and economical performance of said contract.

G. Pursuant to NJSA 40A:11-24, the OWNER shall award the contract or reject all proposals within the time as may be specified, but in no case more than 60 days, except that the proposals of any Respondent who consent thereto may, at the request of the contracting unit, be held for consideration for a longer period as may be agreed.

H. The OWNER may reward the work as a whole or in part whichever is most advantageous to the OWNER.

VIII. REJECTION OF PROPOSALS

A. Availability of Funds

Pursuant to statutory requirements, any contract resulting from this proposal shall be subject to the availability and appropriation of sufficient funds annually.

B. MULTIPLE PROPOSALS NOT ALLOWED

More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

C. UNBALANCED PROPOSALS

Proposals which are obviously unbalanced may be rejected.

D. UNSATISFACTORY PAST PERFORMANCE

Proposals received from Respondent who have previously failed to complete contracts within the time scheduled therefore, or who have performed prior work for the OWNER in an unacceptable manner, may be rejected.

E. FAILURE TO ENTER CONTRACT

Should the Proponent, to whom the contract is awarded, fail to enter into a contract within 21 days, Sundays and holidays excepted, the OWNER may then, at its option, accept the proposal of the next lowest responsible Proponent.

F. The lowest proposal substantially exceeds the estimates for goods and services.

G. The OWNER decides to abandon the project.

H. The OWNER decides to substantially review the specifications.

I. The purposes or provisions or both of P.L. 1971, c.198 (D.40A:11-1 et seq) are being violated;

J. The OWNER decides to utilize the State authorized contract pursuant to section 12 of P.L.1971, c.198(C.40A:11-12).

IX. TERMINATION OF CONTRACT

A. If, through any cause, the successful Proponent shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the OWNER shall there upon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the OWNER of any obligation for balances to the contractor of any sum or sums set forth in the contract.

B. Notwithstanding the above, the contractor shall not be relieved of liability to the OWNER for damages sustained by the OWNER by virtue of any breach of the contract by the contractor and the OWNER may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the OWNER from the contractor is determined.

C. The contractor agrees to indemnify and hold the OWNER harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the OWNER under this provision.

D. In case of default by the successful Proponent, the OWNER may procure the articles or services from other sources and hold the successful Proponent responsible for any excess cost occasioned thereby.

E. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the OWNER reserves the right to cancel this contract.

X. CONTRACT EXTENSION FOR SERVICE CONTRACTS

The contracting unit at its sole discretion and pursuant to the authority granted to it in accordance with N.J.S.A. 40A:11-15 may extend any contract for services other than professional services; the statutory length of which contract is for three years or less. Such contracts shall be limited to no more than one two-year extension or two one-year extensions and shall be subject to the limitations contained in this section. All multi-year contracts entered into pursuant to this section, including any two year or one year extensions, with the exception of those contracts identified in subsections (1),(9),(12),(16),(17),(18),(19),(24),(30),(31),(34),(35),(36)and (37) of N.J.S.A. 40A:11-15, shall be subject to the availability and annual appropriation of sufficient funds as may be required to meet the extended obligation and are subject to annual cancellation if said funds become unavailable.

RECORDS FOR THE NEW JERSEY STATE COMPTROLLER

Pursuant to N.J.S.A.52:15C-14(d), relevant records of private vendors or other persons entering into contracts with the City are subject to audit or review by the New Jersey Office of the State Comptroller. Therefore, the Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

P.L. 2012 BID OR PROPOSAL PROHIBITED

C.52:32-57 "P.L.2012, C.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran."

FINANCIAL STATEMENTS Pursuant to N.J.S.A:11-13(f)

Pursuant to N.J.S.A:11-13(f) **No Financial Statement shall be required** of vendors if either a guarantee, by the certified check, cashier's check, or bid bond, or surety company certificate is also required to be furnished by the bidder, unless any law or regulation of the United States imposes a condition upon the awarding of a monetary grant to be used for the purchase, which condition requires that a financial statement be submitted.

N.J.A.S.40A:11-13(e) CHALLENGES

Any prospective bidder who wishes to challenge a bid/proposal specification/scope of services shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and have no impact on the contracting unit or the award of a contract.

CITY OF TRENTON

ETHICS COMPLAINT DISCLOSURE

I affirm that neither I nor other members of my firm have any prior or pending ethical complaints.

SIGNATURE

DATE

OR

I am disclosing the following prior or pending ethical complaints against me or my firm

Listing:

SIGNATURE

DATE

**THIS STATEMENT MUST BE INCLUDED WITH THE REONSE TO THE REQUEST FOR
PROPOSAL SOLICITATION**

Subscribed and sworn before me
this ____ day of _____, 20____ (Affiant)

(Notary Public)

(Print Name & Title
Affiant)

My Commission expires: (Corporate Seal)

CITY OF TRENTON RESIDENT EMPLOYMENT POLICY

In order for the City of Trenton to keep accurate reporting of community involvement and support in local development projects, the following is required by City of Trenton Ordinance 14-43 to be completed by each Contractor and Sub-Contractor.

NAME OF BUSINESS _____

CONTACT PERSON _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

TELEPHONE _____ FAX _____ E-MAIL _____

1. Number of Trenton residents hired as well as the number of Trenton residents currently employed on this project _____
2. The number of training positions, if any, and the number of positions that will be filled by Trenton residents. _____

3. The necessary level of job skills required of Trenton residents to plan and implement the work to be done on the job. _____

4. Please describe all "good faith" efforts to hire Trenton residents (e.g. copies of hiring ads, list of residents who applied for positions, letters informing community groups of job opportunities) _____

**REQUEST FOR COMPETITIVE
CONTRACTING REQUEST FOR PROPOSAL
CC2026-01**

CITY OF TRENTON

**Department of Administration
Division of Personnel
Health Benefits**

For

**Employee Assistance Program (EAP) for City Employees for a
period of two (2) years with an option to extend one (1) additional
year**

1. SCOPE

The City of Trenton, Department of Administration, and the Division of Personnel's Health Benefits is requesting sealed proposals for the City's Employee Assistance Program (EAP) for City employees. This contract shall be awarded for a period of two (2) years with an option to extend one (1) additional year.

2. EMPLOYEE POPULATION

As of January 2026, the City of Trenton employs approximately 1,300 full-time employees.

3. TERM AND TERMINATION OF AGREEMENT

- a) The agreement shall commence on the award by municipal council members.
- b) The initial term of service in the agreement shall be for two years from date of award. Subject to approval, there is a renewal option for a third year. This agreement is pursuant to a resolution by the Municipal Council authorizing award of the agreement.
- c) This agreement shall terminate immediately upon the disqualification for the Organization to operate an EAP, subject, however, to the Organization's right to assign its rights and obligations under this agreement, any assignment is subject to the prior approval of the City, as provided in Section d.
- d) In the event the Organization desires to affect an assignment, it will notify the city in writing of the proposed date of assignment and the name and address of the assignee. The assignment may thereafter be affected, unless the City notifies the Organization of its objections in writing within thirty (30) days following receipt by it of such notice of assignment. The assignee must provide some information and format as required in this request for proposals.
- e) Notwithstanding anything to the contrary herein contained, this agreement may be terminated by the City without cause at any time for any reason upon thirty (30) day notice given in writing to the Organization.
- f) If additional funds for this agreement are not appropriated and made available in the City of Trenton calendar year 2026 budget, or in subsequent calendar years, this agreement will terminate upon the expenditure of the funds authorized by purchase order.

4. GENERAL TERMS

COST LIABILITY:

The City of Trenton, Department of Administration and Division of Personnel assume no responsibility and no liability for costs incurred by the vendor in preparing a response to this Request for Proposal.

REVISIONS TO THE REQUEST FOR PROPOSAL:

In the event it becomes necessary to revise any part of the scope of services, revisions will be provided to all vendors and posted on the City's Purchasing Website and advertised in the Trenton Times.

ACCEPTANCE OF PROPOSAL CONTENT:

The contents of the proposal of the successful bidder will become a part of any contract awarded as a result of this scope of services.

PRIME CONTRACTOR RESPONSIBILITIES:

The selected vendor will be required to assume sole responsibility for the complete effort as required by the scope of services. The city will consider the selected vendor to be the sole point of contact with regards to contractual matters.

SUBCONTRACTING:

If any part of the work covered by these specifications is to be subcontracted, the bidder shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by the city. The successful vendor will also furnish the Corporate or Company name and the names of the officers, licensing, business registration, of said companies engaged as subcontractors by the vendor. The vendor/prime contractor will be held solely responsible for the satisfactory performance of work by any subcontractor.

The City can, at its sole discretion, withdraw its Request for Proposal by simply notifying respondents of its intentions to do so.

HOLD HARMLESS:

The bidder, if awarded a contract, agrees to protect, defend and save harmless the City against any damage for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by this contract; and he further agrees to indemnify and save harmless the City from lawsuits or actions of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by an parties; by, or from any acts of the Contractor, his servants or agents.

EXPERIENCE AND QUALIFICATIONS OF ADMINISTRATOR AND INSURANCE CARRIER:

Please describe the experience and qualifications of the Administrator and Insurance career. Please give a list of current clients and insurance certificates in this part. Names, addresses, and phone numbers should be given of contact persons for governmental accounts for the purpose of obtaining references.

ACCEPTANCE OF PROPOSAL CONTENT:

Upon the City's acceptance of a proposal, its contents become part of the resultant contract award. The length of the contract will be **two (2)** years. The City will reserve the right to renew the plan for an additional **third year**.

5. AWARD OF CONTRACT

The contract will be awarded based on several criteria. Although a low and responsible proposal is a primary criterion, a successful proposal will integrate several other mandatory requirements with regards to staffing and the facility. Proposals may be rejected whereas the administrative fee as proposed is obviously unreasonable. The award of the contract will be made by the City Council.

The city may reject all proposals when it determines that it is in the public's interest to do so. It reserves the right to waive technicalities or to request new proposals.

The proposed fee, while considered important, will not be the sole consideration in the selection of a Provider. The following factors will be used in the evaluation of a successful Respondent:

- a. Overall cost of the proposal to the City of Trenton **(25 point maximum)**
- b. Overall quality and content of the proposal **(25 point maximum)**
- c. Experience and qualifications of proposer in administration of governmental plans similar to the City's. **(25 point maximum)**
- d. Qualifications of proposed staff. **(25 point maximum)**

6. CAUSES FOR REJECTION

Proposals from respondents who are found to be unqualified, and proposals not accompanied by all required information.

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

- a) Level of fees
- b) Inadequate staffing level
- c) Facility is not accessible to the disabled.

7. PROVIDERS

Providers must furnish evidence of experience, capability and financial responsibility for providing such an EAP. A referral of at least three (3) current New Jersey clients must be provided. The list should include name, title and phone number of a client contact.

8. FACILITY

Facility **must** be described in detail, including location, hours of operation and provisions for employee parking.

9. HOURS OF OPERATION

The Provider is required to provide a full range of hours at its facility with availability for evening and/or Saturday appointments.

For emergencies that are outside of normal office hours, the provider is required to provide a direct number or access through a phone service by calling the regular office numbers. Procedures for obtaining after-hours care must be available to all patients.

10. ELIGIBILITY AND COVERAGE

- a) All active employees of the City shall be eligible for participation in the EAP. This provision excludes those people employed on a short term; seasonal, intermittent or emergency basis or those specifically excluded by union contract.
- b) No uniformed Police employees, regardless of rank, nor members of the Fire Arson Squad will be permitted entry into the EAP for use or abuse of illegal drugs.
- c) No employee who has been the subject of arrest, indictment, or conviction for acts arising from abuse of alcohol or use, possession or sale of illegal drugs will be entitled to participate in the EAP until resolution of the criminal matter and then only at the discretion of management.
- d) The dependents of an eligible employee will also be eligible for participation in the EAP hereunder, but only during such period of time that the employee is eligible, as follows:
 - 1) The spouse of an eligible employee
 - 2) The children of an eligible employee; eligible children are defined as natural children, legally adopted children and stepchildren of an eligible employee who are unmarried and are under the age of twenty-three (23) years.
- e) Such other employees (and their dependents) will be eligible as will from time to time be agreed upon by the City.
- f) The eligibility of any employee (and his/her dependents) will cease upon the discontinuation of his/her employment for whatever reason, or upon cessation of active, full-time employment.
- g) Provider can contact the City's Division of Personnel to determine if an employee and/or his/her dependents are eligible for the EAP.

11. PROGRAM OBJECTIVE

The City's EAP program has been established to provide for all City employees and/eligible dependents a professional counseling service which deals with a complete spectrum of problems. These may include but not be limited to the following:

- a) alcohol abuse
- b) drug use
- c) domestic violence
- d) gambling addiction
- e) Decline in job performance
- f) situational stress
- g) financial problems
- h) catastrophic illness
- i) family problems
- j) marital problems
- k) depression
- l) anxiety
- m) critical incident stress

It is required that the Provider develops and maintains an Out-Placement Referral Directory listing resources for services available to City employees.

12. STAFFING REQUIREMENTS

It is required that the EAP facility be staffed by professional psychologists, nationally certified alcoholism counselors (NCAC's), certified employee assistance professionals (CEAP's) and certified addiction counselors (CAC's). It is expected that all staff members will work under the close supervision of licensed psychologists who provide assessment, counseling, and consultation services. Psychologists are required to provide ongoing clinical supervision of all staff members who provide individual counseling, group counseling and family counseling.

Bilingual counseling services must be made available for employees/dependents if required.

13. CITY POLICY AND PROCEDURE REGARDING EAP

The EAP is not an alternative to contractual grievance procedures. The EAP counselors will not intervene in areas which are covered by management policy or union contracts. Issues such as days off, exchange of tours, work assignments, and disputes with management will not be handled by EAP.

Participation in the EAP does not excuse employees from complying with normal City policies or from meeting normal job requirements during or after receiving EAP assistance. Nor will participation in the EAP prevent the city from seeking disciplinary action against an employee for performance problems that occur before or after the employee seeks assistance through the EAP.

The EAP is not a substitute for progressive discipline, and therefore the City reserves its managerial prerogative to discipline its employees who violate the rules of the workplace.

In some cases, however, the deferral of discipline may be appropriate, and the City of Trenton will encourage deferral of discipline until after treatment or after noncompliance with treatment.

14. REFERRALS TO THE EAP

Employee use of the EAP is purely voluntary. Employees are encouraged to seek assistance on their own initiative in handling a problem, alcohol abuse, drug use/abuse, gambling addictions, or situational stress which they believe poses a threat to their health, welfare or job performance.

Employees entering the EAP due to disciplinary action or supervisory referral must sign a release document authorizing treatment. The Department Director must be notified of the employee's entry into the program within three (3) days of entry if the employee's participation requires time off from work.

If an employee is referred to the EAP, he/she has the right to refuse. If an employee does refuse, the EAP cannot intervene in the employee's situation, and the employee surrenders his/her right to a valuable source of help. In addition, the refusal to accept EAP intervention may be a factor in imposing discipline or dismissal.

15. CONFIDENTIALITY/PRIVACY

All employees participating in the EAP will have their legal rights to confidentiality and privacy protected as required by law. Any information revealed by a participating employee while receiving treatment will remain confidential and separate from the City medical and personnel records and will only be released to appropriate authorities with the employee's consent and in accordance with established legal procedures. Employee visits or calls to the EAP are held in confidence to the maximum extent possible and do not jeopardize employment. However, failure to comply will result in discipline or dismissal.

16. PAYMENT PROCESS

The Provider must submit an invoice to the city monthly, along with a summary report, and a monthly billing statement.

A thirty (30) day grace period shall be granted to the City to pay all necessary fees.

17. RECORDS AND REPORTS

- a) Provider shall maintain records for each employee in accordance with its professional standards. Documented records shall include date of each visit, the diagnosis, the treatment and any other vital and pertinent data deemed by the treating agent or servant of the Provider to be necessary for proper treatment and care of such employee.
- b) Ownership of such records shall continue at all times with the Provider, provided the Provider shall upon the request of an eligible employee (during the term of this agreement) and for a period of six (6) years following termination, provide employee, or at the option of the employee, a licensed psychologist, with true copy thereof or a clear, legible photocopy.
- c) Provider shall provide a monthly summary report submitted with the monthly billing, detailing the general services provided during the month and the number of employees treated regarding the City EAP.
- d) The City shall always during the term of this Agreement have the right to inspect the facilities provided for the rendering of treatment. However, that no such inspection shall, directly or indirectly, interfere with or adversely affect the operations of such facilities and further provided that any inspection shall be confined to that which would be permitted under applicable standards of professional ethics and regulations pertaining to the practice of psychology.
- e) In the event of termination of this agreement, the City shall have the right to require all records to be deposited to the City's designated caretaker within five (5) days of agreement, at the expense of the EAP.
- f) The City shall, as required, make verification as to employees/dependents entitled to receive benefits under the agreement.

18. INFORMATIONAL MATERIALS/MEETINGS

- a) Provider will be responsible for providing informational materials and publicity notices to all City employment locations. Such materials are to consist of, but not be limited to informational pamphlets, posters and introductory letters, etc.
- b) Provider shall be responsible for the cost of all printed materials required under this agreement.

- c) It is understood that upon the award of the contract to the Provider, Provider will conduct several orientation seminars, including but not limited to, seminars regarding the MEAS referral process at various City employment locations for the Department Director, Division Director, supervisors, etc. to advise them of the services available through the EAP. The content of the seminars should assist city management personnel in recognizing the signs of drug and/or alcohol abuse, as appropriate. Additional seminars, as designated by the City, will address workplace issues such as sexual harassment and workplace harassment.
- d) Upon request, Provider will be available to provide similar seminars for City personnel. All such seminars shall be scheduled at a mutually accepted time. Additionally, the city may request that additional seminars be scheduled during our regular orientation periods.
- e) Provider will participate in regular monthly meetings with the City of Trenton's contracted occupational health service provider and city personnel representative.

19. ADDITIONAL SERVICE REQUIREMENTS

As part of the EAP contract, Provider will be required from time to time to provide additional services to the City as needed. These services shall include, but not be limited to the following:

- 1) Prepare litigation packages for the City Corporation Counsel to provide an overview of drug testing results, chain of custody, etc., to prepare City defense vs. employees opposing termination for substance abuse.
- 2) Participate as expert witness in hearings for the city in litigation involving substance abuse termination.

20. REQUIRED SUBMITTALS

It is mandatory that the attached document (indicated by asterisk), be submitted with all proposals along with the following:

- 1) Address of the Facility
- 2) Description and layout of the Facility
- 3) Non-Collusion Affidavit*
- 4) Disclosure of Ownership Statement
- 5) Most Recent Financial Statement
- 6) Resumes for Professional Staff
- 7) Referral Listing of at least three (3) New Jersey Municipal Clients
- 8) Table of Organization

21. NON-DISCRIMINATION IN EMPLOYMENT

The contract provisions must include that the provider will not discriminate against any employee or applicant because of race, creed, color, sex or national origin, and to take affirmative action to ensure that applicants are employed, and employees are treated without regard to race, creed, color, sex or national origin.

If awarded a contract, your company/firm will be required to comply with the requirements of P.L. 1975, c.127 (NJAC 17:27). See attached exhibit A.

22. INDEMNIFICATION

Provider shall purchase and maintain the following insurance during the term of the agreements:

- a) Comprehensive General Liability: including premises operations, products completed operating and independent contractor coverage – not less than One Million (\$1,000,000) Dollars combined single limit for bodily injury and property damage liability. The City of Trenton, its agents, servants shall be named as additional insured.
- b) Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of the Provider in the sum of One Hundred Thousand (\$100,000) Dollars (statutory).
- c) Professional Liability Insurance: covering as insured the Provider with not less than One Million (\$1,000,000) Dollars limited of liability said policy shall include an endorsement whereby the provider indemnifies and holds harmless the City, its respective employees and all claims against any of them for personal injury or death or property damage arising solely out of the negligent performance of professional service covered by error, omission or negligent act of the Provider or any one employed by the Provider.
- d) Certificates of same to be provided prior to execution of contract.

23. MONTHLY/YEARLY ADMINISTRATIVE FEE

The Providers may submit their proposals based on a monthly/yearly administrative fee per employee or based on a flat fee. The number of employees will be based on the number of full-time employees as of January 1, 2026.

The yearly administrative fee will be paid out over a twelve-month payment schedule.

The City of Trenton will not be responsible for any additional costs incurred by the employees/dependents for treatment by the Provider.

All additional costs for treatment will be submitted by the Provider to the employees' health insurance Provider (NJ State Health Benefits Program) for direct reimbursement to the Provider.

It is the responsibility of the Provider to make certain that treatment will be covered by the employees' health insurance before any costs are incurred. Employees will not be responsible for costs not covered by their health insurance.

Employees enrolled in NJ Plus or an HMO must go through their Primary Care Physician (PCP) for eligibility. These employees may have an initial evaluation done by the EAP and should also be offered assistance and guidance with all procedures, as needed.

24. MISCELLANEOUS

- a) Any notice, consent or other communication required by, or to be pursuant to the agreement shall in writing and shall be delivered to the intended recipient thereof. Writing shall be deemed delivered if mailed to the intended recipient by certified mail, return receipt requested, postage prepaid.
- b) If any of the provisions of this Agreement are contrary to any law or regulation the parties shall by agreement have the right to modify and restructure the provisions thereof in whole or in part such that the covered employee will be able to obtain substantially all of the benefits provided for herein or the parties by agreement shall have the right to declare this Agreement null and void, in which case, the Organization shall thereafter be relieved of all obligations hereunder.
- c) This agreement is made in the State of New Jersey under, and subject to its laws. The Laws of New Jersey shall govern and be used for the interpretation, construction and enforcement of this agreement.
- d) The City shall not be liable for the cost of professional services rendered pursuant to this Agreement except to the extent of the monthly payments agreed to hereunder.

- e) The effective date of this agreement shall commence at date of award by municipal council members.
- f) In the event of any dispute among the parties hereto with respect to construction of this agreement, such disputes shall be settled by arbitration in New Jersey in accordance with the rules of the American Arbitration Association, and judgement upon the award rendered may be entered in any court having jurisdiction therein. This provision shall in no way abridge or interfere with the right of any party to this Agreement to resort to legal proceedings to redress any grievance hereunder.

PROPOSAL
PROPOSER MUST COMPLETE

The undersigned Proposer declares that he/she has read the Notice of Request for Competitive Contracting Proposal, Instructions to Respondents, Affidavits and Scope of Services, Requirements, Evaluation Criteria attached, that he/she has determined the conditions affecting the proposal agrees, if this proposal is accepted, to furnish and deliver the following: "**EMPLOYEE ASSISTANCE PROGRAM (EAP) FOR THE CITY OF TRENTON'S EMPLOYEES**". **THIS CONTRACT SHALL BE AWARDED FOR A PERIOD OF TWO (2) YEARS WITH AN OPTION TO EXTEND ONE (1) ADDITIONAL YEAR. PROPOSERS CAN SUBMIT THEIR OWN PROPOSAL PAGES.**

PRICING FOR TWO YEARS (FY'2026 AND FY'2027)

MONTHLY ADMINISTRATIVE FEE PER EMPLOYEE \$ _____

YEARLY ADMINISTRATIVE FEE PER EMPLOYEE \$ _____

OPTION TO EXTEND FOR ONE (1) ADDITIONAL YEAR FY'2028

MONTHLY ADMINISTRATIVE FEE PER EMPLOYEE \$ _____

YEARLY ADMINISTRATIVE FEE PER EMPLOYEE \$ _____

(SIGNATURE BY AUTHORIZED REPRESENTATIVE)

The undersigned is a Corporation, Partnership or Individual under the laws of the State of

_____ having its principal office

at _____

PROPOSAL CONT'D
PROPOSER MUST COMPLETE

COMPANY _____

ADDRESS _____

ADDRESS _____

FED. ID # _____

NAME _____

TELEPHONE _____

FAX _____

E-MAIL _____

DATE _____

CONTRACT AWARD

Upon opening proposals, pricing shall remain firm for a period of sixty (60) calendar days. If the award is not made within sixty (60) calendar days, bidders may hold their bid consideration beyond sixty days or until the contract is awarded.

- Check here if you are willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

- Check here if you are not willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

AUTHORIZED SIGNATURE

PROPOSAL SUBMITTAL INSTRUCTIONS

Provide one (1) full original proposal (**with original signature**), labeled “Original,” and three (3) identical additional copies of the full proposal package in a sealed envelope. Proposals **must** be clearly identified on the outside of the sealed envelope with the firm’s name, **CC2026-01**, and “**EMPLOYEE ASSISTANCE PROGRAM (EAP) FOR CITY EMPLOYEES**”

Sealed Proposals **must** be submitted to Ms. Isabel Garcia, QPA, Purchasing Agent, City of Trenton, City Hall, 319 East State Street, Trenton, Division of Purchasing, 1st floor NJ 08608 on or before, **DECEMBER 10 ,2025, 11:00AM**. The City of Trenton will not assume responsibility for any proposals received after the required due date.

Respondents are required to complete, sign (original signature), date, and notarize (as required) all forms in the Request for Proposal.

N.J.A.S.40A:11-13(e)

Any prospective bid who wishes to challenge a bid/proposal specification/scope of services shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and have no impact on the contracting unit or the award of a contract.

QUESTIONS

Questions **must** be submitted in writing to igarcia@trentonnj.org.

ACKNOWLEDGEMENT OF ADDENDA

If changes are made to the Request for Proposal, an Addendum shall be advertised in the Trenton Times newspaper and on the City's Purchasing Website at <https://nj-trenton.civicplus.com/list.aspx> prior to the opening date of the CC.

Proposer may visit the City of Trenton's website for any addenda, cancellations or notices issued prior to the request for proposal opening date at <https://nj-trenton.civicplus.com/list.aspx>

N.J.S.A. 40A:11-4.5(f): The clerk of the governing body shall publish a notice in the official newspaper of the contracting unit summarizing the award of a contract, which shall include but not be limited to, the nature, duration, and amount of the contract, the name of the vendor and a statement that the resolution and contract are on file and available for public inspection in the office of the clerk or secretary of the municipality, county, local public authority or special district of the governing body.